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300001576427crto:BrianGleesonMember2024-09-30 UNITED STATESSECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549FORM 10-Q (Mark One)âQUARTERLY REPORT  
PURSUANT TO SECTION13 OR 15(D) OF THE SECURITIES EXCHANGEÂACT OF1934 for the quarterly period ended September 30, 2024 orâTRANSITION REPORT PURSUANT TO  
SECTION13 OR 15(D) OF THE SECURITIES EXCHANGEÂACT OF1934 for the transition period fromÂÂ toÂÂ Commission file number: 001-36153 Criteo S.A. (Exact name of  
registrant as specified in its charter) FranceNot Applicable (State or other jurisdiction of incorporation or organization)(I.R.S. Employer Identification Number)32 Rue BlancheParisFrance75009  
(Address of principal executive offices) (Zip Code)+33 1 75 85 09 39 (Registrantâs telephone number, including area code)Securities registered pursuant to Section 12(b) of the Act:Title of  
each classTrading Symbol(s)Name of each exchange on which registeredAmerican Depository Shares, each representing one Ordinary Share,nominal value â, ~0.025 per shareCRTONasdaq  
Global Select MarketOrdinary Shares, nominal value â, ~0.025 per shareNasdaq Global Select Market\*\* Not for trading, but only in connection with the registration of the American Depository  
Shares.Indicate by check mark whether the registrant (1)Âhas filed all reports required to be filed by SectionÂ13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12  
months (or for such shorter period that the registrant was required to file such reports), and (2)Âhas been subject to such filing requirements for the past 90 days. YesÂÂ NoÂÂ NoÂÂ Indicate by  
check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Â232.405 of this chapter) during  
the preceding 12 months (or for such shorter period that the registrant was required to submit such files). A YesÂÂ A NoÂÂ A NoÂÂ Indicate by check mark whether the registrant is a large  
accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of Âlarge accelerated filer," "accelerated  
filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.Large Accelerated FilerÂ Accelerated FilerÂ Non-acceleratedÂ FilerÂ Smaller reporting  
companyÂ Emerging growth companyÂ If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any  
new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ÂÂ Indicate by check mark whether the registrant is a shell company (as defined in Rule  
12b-2 of the Act).ÂÂ YesÂÂ A NoÂÂ xA NoÂÂ A A NoÂÂ A A As of October 25, 2024, the registrant had 55,182,166 ordinary shares, nominal value â, ~0.025 per share,  
outstanding.TABLE OF CONTENTSPART IFINANCIAL INFORMATION2ItemÂ1 Unaudited Financial Statements as of September 30, 20242Condensed Consolidated Statements of Financial  
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Procedures44PART IIOTHER INFORMATION45Item 1Legal Proceedings45Item 1ARisk Factors45Item 2Unregistered Sales of Equity Securities and Use of Proceeds58Item 5Other  
Information58Item 6Exhibits64Signatures48GeneralÂÂ A Â Except where the context otherwise requires, all references in this Quarterly Report on Form 10-Q ("Form 10-Q") to the "Company,"  
"Criteo," "we," "us," "our" or similar words or phrases are to Criteo S.A. and its subsidiaries, taken together. In this Form 10-Q, references to "\$" and "US\$" are to United States dollars. Our  
unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America, or "GAAP."  
TrademarksÂÂ A Â Â Criteo,Â the Criteo logo and other trademarks or service marks of Criteo appearing in this Form 10-Q are the property of Criteo. Trade names, trademarks and service  
marks of other companies appearing in this Form 10-Q are the property of their respective holders. Special Note Regarding Forward-Looking StatementsÂÂ A Â This Form 10-Q contains  
forward-looking statements within the meaning of SectionÂ27A of the Securities Act of 1933, as amended (the ÂSecurities ActÂ), and SectionÂ21E of the Securities Exchange Act of 1934,  
as amended (the ÂExchange ActÂ), that are based on our managementâs beliefs and assumptions and on information currently available to our management. All statements other than  
present and historical facts and conditions contained in this Form 10-Q, including statements regarding our future results of operations and financial position, business strategy, plans and  
objectives for future operations, are forward-looking statements. When used in this Form 10-Q, the words Âanticipate,Â Â believe,Â Â expect,Â Â could,Â Â estimate,Â Â  
Â expect,Â Â intend,Â Â is designed to,Â Â may,Â Â might,Â Â "objective," Â plan,Â Â potential,Â Â predict,Â Â "project," "seek," Â should,Â Â "will," "would," or the  
negative of these and similar expressions identify forward-looking statements.ÂÂ A Â A You should refer to Item 1A ÂRisk FactorsÂ of our Annual Report on Form 10-K for the year ended  
December 31, 2023, and to our subsequent quarterly reports on Form 10-Q, for a discussion of important factors that may cause our actual results to differ materially from those expressed or  
implied by our forward-looking statements. As a result of these factors, we cannot assure you that the forward-looking statements in this Form 10-Q will prove to be accurate. Furthermore, if  
our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these  
statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame or at all. We undertake no obligation to publicly  
update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.ÂÂ A You should read this Form 10-Q and the  
documents that we reference in this Form 10-Q and have filed as exhibits to this Form 10-Q completely and with the understanding that our actual future results may be materially different

[illegible]

impact on our results of operations, financial condition, or cash flows.11Note 2. Segment informationThe Company reports segment information based on the management approach. The management approach designates the internal reporting used by management for making decisions and assessing performance as the source of the Company's reportable segments. Beginning with the first quarter of 2024, the Company changed its segment reporting structure and reports its results of operations through the following two segments: Retail Media and Performance Media.â€”Retail Media: This segment encompasses revenue generated from brands, agencies and retailers for the purchase and sale of retail media digital advertising inventory and audiences, and services. â€”Performance Media: This segment encompasses commerce activation, monetization, and services. The Company's CODM allocates resources to and assesses the performance of each segment using information about Contribution excluding Traffic Acquisition Costs (Contribution ex-TAC), which is our segment profitability measure and reflects our gross profit plus other costs of revenue. The Company's CODM does not review any other financial information for our two segments, on a regular basis. The following table shows revenue by reportable segment: Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023(in thousands)Retail Media\$60,765\$49,813\$166,414\$132,424\$ Performance Media\$398,127\$419,380\$1,213,840\$1,250,719\$ Total Revenue\$458,892\$469,193\$1,380,254\$1,383,143\$ The following table shows Contribution ex-TAC by reportable segment and its reconciliation to the Companyâ€™s Consolidated Statements of Operation: Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023(in thousands)Contribution ex-TACRetail Media\$59,583\$48,436\$163,618\$129,306\$ Performance Media\$206,520\$196,959\$623,466\$576,924\$ \$266,103\$245,395\$787,084\$706,230\$ Other costs of sales\$(34,171)\$(40,268)\$(105,084)\$(119,812)\$ Gross profits\$231,932\$205,127\$682,000\$586,418\$ Operating expensesResearch and development expenses\$(85,285)\$(62,522)\$(211,782)\$(193,887)\$ Sales and operations expenses\$(90,823)\$(94,572)\$(278,734)\$(308,325)\$ General and administrative expenses\$(46,222)\$(36,599)\$(134,590)\$(95,306)\$ Total Operating expenses\$(222,330)\$(193,693)\$(625,106)\$(597,518)\$ Income (loss) from operations\$9,602\$11,434\$56,894\$(11,100)\$ Financial and Other Income (Expense)\$(8)\$(2,967)\$889\$2,008\$ Income (loss) before tax\$9,594\$10,467\$57,783\$5(9,092)\$12Note 3. Financial InstrumentsFair Value MeasurementsWe classify our cash, cash equivalents and marketable debt securities within Level 1 or Level 2 because we use quoted market prices or pricing models with observable inputs to determine their fair value. Our term deposits are comprised primarily of interest-bearing term deposits and mutual funds. Interest-bearing and term bank deposits are considered Level 2 financial instruments as they are measured using valuation techniques based on observable market data. Term deposits are considered a level 2 financial instrument as they are measured using valuation techniques based on observable market data. September 30, 2024December 31, 2023Cash and Cash EquivalentMarketable SecuritiesCash and Cash EquivalentMarketable Securities(in thousands)Level 1Cash and cash equivalents\$180,321\$186,281\$285,518\$286,142\$ Level 2\$1,244,493\$1,244,493\$ Term deposits and notes\$28,419\$28,608\$50,823\$22,545\$ Totals\$208,740\$208,608\$336,341\$22,545\$ The fair value of term deposits approximates their carrying amount given the nature of the investments, its maturities and expected future cash flows. Marketable SecuritiesThe following table presents for each reporting period, the breakdown of the fair value of marketable securities: September 30, 2024December 31, 2023(in thousands)Securities Held-to-maturityTerm Deposits\$28,608\$22,545\$ Totals\$28,608\$22,545\$ The gross unrealized gains on our marketable securities were not material as of September 30, 2024. The following table classifies our marketable debt securities by contractual maturities: Held-to-maturity September 30, 2024(in thousands)Due in one year\$23,010\$ Due in one to five years\$5,984\$ Totals\$28,608\$13\$ Restricted CashAs of September 30, 2024, the Company has restricted cash of \$75.4 million in an escrow account containing withdrawal conditions. The cash secures the Company's payment of Iponweb Acquisition contingent consideration to the Sellers, which is conditioned upon the achievement of certain revenue targets by the Iponweb business for the 2023 fiscal year, as discussed further in Note 6. Note 4. Trade ReceivablesThe following table shows the breakdown in trade receivables net book value for the presented periods: September 30, 2024December 31, 2023(in thousands)Trade accounts receivables\$681,350\$818,937\$ (Less) Allowance for credit losses\$(35,067)\$(43,348)\$ Net book value at end of period\$646,283\$775,589\$ As of September 30, 2024 no customer individually exceeded 10% of our gross accounts receivables. Note 5. Other Current and Non-Current AssetsThe following table shows the breakdown in other current assets net book value for the presented periods: September 30, 2024December 31, 2023(in thousands)Prepayments to suppliers\$5,828\$7,499\$ Other debtors\$4,394\$7,279\$ Prepaid expenses\$29,612\$32,858\$ Other current assets\$655\$655\$ Net book value at end of period\$44,879\$48,291\$ Prepaid expenses mainly consist of amounts related to SaaS arrangements largely for internal ERP systems. Other non-current assets of \$62.2 million are primarily comprised of the indemnification asset of \$49.1 million recorded against certain tax liabilities related to the purchase agreement for the Iponweb Acquisition.14Note 6. Other Current and Non-Current LiabilitiesOther current liabilities are presented in the following table: September 30, 2024December 31, 2023(in thousands)Earn out liability - current\$54,640\$49,647\$ Rebates\$28,408\$23,315\$ Deferred revenue and other customer prepayments\$15,981\$25,925\$ Accounts payable relating to capital expenditures\$5,799\$3,346\$ Other creditors\$4,290\$2,319\$ Total current liabilities\$109,118\$104,552\$ The earn out liability is related to the Iponweb Acquisition, whereas the Sellers are entitled to contingent consideration, which is conditioned upon the achievement of certain revenue targets by the Iponweb business for the 2023 fiscal year. The related earn-out liability is valued and discounted using management's best estimate of the consideration that is expected to be paid in the fourth quarter of 2024. Other non-current liabilities are presented in the following table: September 30, 2024December 31, 2023(in thousands)Uncertain tax positions\$19,055\$16,785\$ Other\$1,481\$2,297\$ Total non-current liabilities\$20,536\$19,082\$ The uncertain tax positions are primarily related to the Iponweb Acquisition.15Note 7. LeasesThe components of lease expense are as follows: Three Months EndedSeptember 30, 2024September 30, 2023OfficesData CentersTotalOfficesData CentersTotal(in thousands)Lease expense\$3,624\$6,786\$10,410\$3,419\$5,644\$9,063\$ Short term lease expense\$287\$287\$287\$200\$13\$213\$ Variable lease expense\$431\$65\$496\$289\$14\$303\$ Sublease income\$(343)\$6\$277\$6\$277\$ Total operating lease expense\$3,999\$6,851\$10,850\$3,631\$5,671\$9,302\$ Nine Months EndedSeptember 30, 2024September 30, 2023OfficesData CentersTotalOfficesData CentersTotal(in thousands)Lease expense\$10,839\$19,642\$30,481\$10,548\$16,844\$27,392\$ Short term lease expense\$914\$914\$489\$42\$531\$ Variable lease expense\$1,024\$1,224\$493\$75\$568\$ Sublease income\$(1,52)\$6\$1,152\$(692)\$6\$692\$ Total operating lease expense\$11,703\$19,764\$31,467\$10,838\$16,961\$27,799\$16\$ Note 8. Employee BenefitsDefined Benefit PlansAccording to French law and the Syntec Collective Agreement, French employees are entitled to compensation paid on retirement. The following table summarizes the changes in the projected benefit obligation: Projected benefit obligation (in thousands) Projected benefit obligation present value at January 1, 2023\$3,708\$ Service cost\$707\$4 Interest cost\$161\$4 Curtailment\$(306)\$ Actuarial losses (gains) \$(290)\$ Currency translation adjustment\$143\$ Projected benefit obligation present value at December 31, 2023\$4,123\$ Service cost\$518\$4 Interest cost\$119\$4 Actuarial losses (gains) \$(101)\$ Currency translation adjustment\$77\$ Projected benefit obligation present value at September 30, 2024\$4,938\$ The Company does not hold any plan assets for any of the periods presented. The main assumptions used for the purposes of the actuarial valuations are listed below: Nine Months EndedYear EndedSeptember 30, 2024December 31, 2023Discount rate (Corp AA)3.8%3.9% Expected rate of salary increase7.0%7.0% Expected rate of social charges48.0%48.0% Expected staff turnoverCompany age-based tableCompany age-based tableEstimated retirement age65 years old65 years oldLife tableTH-TF 2000-2002 shiftedTH-TF 2000-2002 shifted17\$ Defined Contribution PlansThe total expense represents contributions payable to these plans by us at specified rates. In some countries, the Groupâ€™s employees are eligible for pension payments and similar financial benefits. The Group provides these benefits via defined contribution plans. Under defined contribution plans, the Group has no obligation other than to pay the agreed contributions, with the corresponding expense charged to income for the year. The main contributions relate to France, the United States (for 401k plans), and the United Kingdom. Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023(in thousands)Defined contributions plans included in personnel expenses\$(4,684)\$(4,694)\$(14,974)\$(14,308)\$ Note 9. RevenueThe following table presents our disaggregated revenues by segment: Three Months EndedRetail MediaPerformance MediaTotal(in thousands)September 30, 2024\$60,765\$398,127\$458,892\$ September 30, 2023\$49,813\$419,380\$469,193\$ Nine Months EndedRetail MediaPerformance MediaTotal(in thousands)September 30, 2024\$166,414\$1,213,840\$1,380,254\$ September 30, 2023\$132,424\$1,250,719\$1,383,143\$ Note 10. Share-Based Compensation Equity awards Compensation ExpenseEquity awards compensation expense recorded in the consolidated statements of operations was as follows: Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)Research and Developments\$(44,461)\$(44,438)\$ Sales and Operations \$(15,703)\$(15,240)\$ General and Administrative\$(22,029)\$(16,675)\$ Total equity awards compensation expense \$(1)\$(82,193)\$(76,353)\$ Tax benefit from equity awards compensation expense\$7,920\$6,084\$ Total equity awards compensation expense, net of tax effect\$(74,273)\$(70,269)\$(1) The nine months ended September 30, 2024 are presented net of \$2.9 million capitalized stock-based compensation relating to internally developed software.18The breakdown of the equity award compensation expense by instrument type was as follows: Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)Share options\$(46)\$(80)\$ Lock-up shares\$(29,790)\$(28,326)\$ Restricted stock units / Performance stock units\$(51,058)\$(46,519)\$ Non-employee warrants\$(1,299)\$(1,428)\$ Total equity awards compensation expense \$(1)\$(82,193)\$(76,353)\$ Tax benefit from equity awards compensation expense\$7,920\$6,084\$ Total equity awards compensation expense, net of tax effect\$(74,273)\$(70,269)\$(1) Presented net of \$2.9 million capitalized stock-based compensation relating to internally developed software. A detailed description of each instrument type is provided below. Share OptionsStock options granted under the Companyâ€™s stock incentive plans generally vest over four years, subject to the holderâ€™s continued service through the vesting date and expire no later than 10 years from the date of grant. In the following tables, exercise prices, grant date share fair values and fair value per equity instruments are provided in euros, as the Company is incorporated in France and the euro is the currency used for the grants. Options OutstandingNumber of Shares Underlying Outstanding OptionsWeighted-Average Exercise PriceWeighted-Average Remaining Contractual Term (Years)Aggregate Intrinsic ValueOutstanding as of December 31, 202331,203,238\$ Options grantedâ€”A Options exercised(79,993) Options forfeited(9,439) Options canceledâ€”A Options expired(6,320) Outstanding as of September 30, 2024223,486\$ Vested and exercisable as of September 30, 2024223,486\$ -18,724\$ 4.62a -17,944\$ The aggregate intrinsic value represents the difference between the exercise price of the options and the fair market value of common stock on the date of exercise. No new stock options were granted in the period ending September 30, 2024. As of September 30, 2024, there was no remaining unrecognized stock-based compensation related to unvested stock options.19Lock up shares On August 1, 2022, 2,960,243 treasury shares were transferred to the Founder (referred to as Lock Up Shares or "LUS"), as partial consideration for the Iponweb Acquisition. These shares are subject to a lock-up period that expires in three installments on each of the first three anniversaries of the Iponweb Acquisition, unless the vesting schedule changes or the Founder's employment agreement is terminated under certain circumstances during the duration of such lock-up period. These shares are considered as share-based compensation under ASC 718 and are accounted over the three-year lock-up period. The share based compensation expense is included in Research and Development expenses on the Consolidated Statement of Income. The shares were valued based on the volume weighted average price of one ADS traded on Nasdaq during the twenty (20) trading days immediately preceding July 28, 2022. SharesWeighted-Average Grant date Fair Value Per ShareOutstanding as of December 31, 20231,953,761\$ â€”A Grantedâ€”A â€”A Vested(1,351,880)\$ â€”A Forfeitedâ€”A â€”A Outstanding as of September 30, 2024601,881\$23.73\$ During the three-month period ended September 30, 2024, the Company repurchased 640,000 shares, upon the expiration of the lock-up for approximately \$30.0 million, as part of our share buy-back program. The shares were repurchased at fair market value based on the Nasdaq closing price. This resulted in additional share-based compensation expense of \$13.3 million in the Consolidated Statement of Income. As of September 30, 2024, the Company had unrecognized stock-based compensation relating to these lock up share awards of approximately \$4.4 million, which is expected to be recognized over a period from October 1, 2024 to August 1, 2025. Restricted Stock Units and Performance Stock UnitsDuring the nine months ended September 30, 2024, the Company granted new equity under our current equity compensation plans, which was comprised of restricted stock units (â€œRSUsâ€), and performance-based RSU awards consisting of total shareholder return (â€œTSRâ€) and performance vesting conditions (â€œPSUsâ€) to the Companyâ€™s senior executives. Restricted Stock UnitsRestricted stock units generally vest over four years, subject to the holderâ€™s continued service and/or certain performance conditions through the vesting date. In the following tables, exercise prices, grant date share fair values and fair value per equity instruments are in euros, as the Company is incorporated in France and the euro is the currency used for the grants.20Shares (RSU)Weighted-Average Grant date Fair Value Per ShareOutstanding as of December 31, 20235,293,263\$ â€”A Granted1,492,022\$ â€”A Vested(1,595,513)\$ â€”A Forfeited(294,566)\$ â€”A Outstanding as of September 30, 20244,895,206\$ -30.86\$ The RSUs are subject to a vesting period of four years, over which the expense is recognized on a straight-line basis. A total of 1,492,022 shares have been granted under this plan, with a weighted-average grant-date fair value of â€”A -30.86\$. As of September 30, 2024, the Company had unrecognized stock-based compensation relating to restricted stock of approximately \$89.6 million, which is expected to be recognized over a weighted-average period of 3.3 years. Performance Stock UnitsPerformance stock units are subject to either a performance condition or a market condition. Awards that are subject to a performance condition, are earned based on internal financial performance metrics measured by Contribution ex-TAC. A total of 568,081 shares have been granted at target under two plans with a vesting period of three years. The target shares are subject to a range of vesting from 0% to 200% based on the performance of internal financial metrics, for a maximum number of shares of 1,136,162. The grant-date fair value is determined based on the fair-value of the shares at the grant date. The weighted average grant-date fair value of those plans is â€”A -30.54\$ per share for a total fair value of approximately \$18.9 million, to be expensed on a straight-line basis over the respective vesting period. The number of shares granted, vesting and outstanding subject to performance conditions is as follows: Shares (PSU)Weighted-Average Grant date Fair Value Per ShareOutstanding as of December 31, 2023660,395\$ â€”A Granted568,081\$ â€”A Performance share adjustment\$64,152\$ Vested(202,637)\$ â€”A Forfeitedâ€”A â€”A Outstanding as of September 30, 20241,089,991\$ -30.54\$ As of September 30, 2024, the Company had unrecognized stock-based compensation related to performance stock units of approximately \$19.5 million, which is expected to be recognized over a weighted-average period of 3.2 years. Awards that are subject to a market condition are earned based on the Companyâ€™s total shareholder return relative to the Nasdaq Composite Index, and certain other vesting conditions. A total of 268,226 shares have been granted at target under this plan, to be earned in two equal tranches over a term of two and three years, respectively. The target shares are subject to a range of vesting from 0% to 200% for each tranche based on the TSR, for a maximum number of shares of 536,452. The grant-date fair value is approximately \$13.7 million, to be expensed on a straight-line basis over the respective vesting period. The grant-date fair value was determined based on a Monte-Carlo valuation model using the following key assumptions: 21Expected volatility of the Company42.73\$ %Expected volatility of the benchmark71.18\$ %Risk-free rate4.27\$ %Expected dividend yieldâ€”A %The number of shares granted, vested and outstanding subject to market conditions is as follows: Shares (TSR)Weighted-Average Grant date Fair Value Per ShareOutstanding as of December 31, 2023362,236\$ â€”A Granted268,226\$ â€”A Vestedâ€”A â€”A Forfeitedâ€”A â€”A Outstanding as of September 30, 2024268,226\$ -47.42\$ As of September 30, 2024, a total of \$3.4 million expense has been recognized and the Company had unrecognized stock-based compensation related to performance stock units based of market conditions of \$10.5 million, which is expected to be recognized over a period from October 1, 2024 to March 1, 2027. Non-employee warrantsNon-employee warrants generally vest over four years, subject to the holderâ€™s continued service through the vesting date. SharesWeighted-Average Grant date Fair Value Per ShareWeighted-Average Remaining Contractual Term (Years)Aggregate Intrinsic ValueOutstanding as of December 31, 2023244,457\$ Grantedâ€”A Exercised(84,560)\$ Canceledâ€”A Expiredâ€”A Outstanding as of September 30, 2024159,897\$ -16.59\$ 3.80a -20.11\$ Vested and exercisable - September 30, 2024159,897\$ The aggregate intrinsic value represents the difference between the exercise price of the non-employee warrants and the fair market value of common stock on the date of exercise. No new stock non-employee warrants were granted in the period ending September 30, 2024. As of September 30, 2024 all instruments have fully vested.22Note 11. Financial and Other Income and ExpensesThe condensed consolidated statements of income line item â€œFinancial and Other Income (Loss)â€ can be broken down as follows: Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023(in thousands)Financial income from cash equivalents\$1,432\$1,055\$5,261\$3,190\$ Interest and fees\$(505)\$(437)\$(1,337)\$(1,500)\$ Foreign exchange losses\$(901)\$(1,731)\$(1,459)\$(4,683)\$ Discounting impact\$(8)\$(1,593)\$(1,774)\$(3,692)\$ Other financial income\$(26)\$(261)\$198\$8,693\$ Total Financial and Other Income (Expense)\$(8)\$(2,967)\$889\$2,008\$ The \$0.9 million in financial and other income for the nine months ended September 30, 2024, were mainly driven by financial income from cash equivalents, partially offset by a negative impact of foreign exchange losses and the change in the accretion of the earn-out liability related to the Iponweb Acquisition. As of September 30, 2024, our exposure to foreign currency risk was centralized at Criteo S.A. and hedged using foreign currency swaps or forward purchases or sales of foreign currencies. Note 12. Income TaxesThe tax provision for interim periods is determined using an estimate of our annual effective tax rate (â€œAETRâ€), adjusted for discrete items arising in the period. To calculate our estimated AETR, we estimate our income before taxes and the related tax expense or benefit for the full fiscal year (total of

expected current and deferred tax provisions), excluding the effect of significant unusual or infrequently occurring items or comprehensive income items not recognized in the statement of income. Each quarter, we update our estimate of the annual effective tax rate, and if our estimated annual tax rate does change, we make a cumulative adjustment in that quarter. Our quarterly tax provision, and our quarterly estimate of our annual effective tax rate, are subject to significant volatility due to several factors, including our ability to accurately predict our income (loss) before provision for income taxes in multiple jurisdictions. Our effective tax rate in the future will depend on the portion of our profits earned within and outside of France. In December 2021, the Organization for Economic Cooperation and Development (OECD) released Pillar Two Model Rules defining the global minimum tax, which calls for the taxation of a minimum rate of 15% for multinational companies with consolidated revenue above â„–750Â million. Numerous jurisdictions have enacted or are in the process of enacting legislation to adopt a minimum effective tax rate. While the adoption of Pillar Two did not have a material impact on the nine months ended September 30, 2024, the Company will continue to assess the ongoing impact as additional guidance becomes available. The following table presents provision for income taxes: Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)Provision for income tax (expense) benefit\$15,014\$1,685Â For the nine months ended September 30, 2024, the provision for income taxes differs from the nominal standard French rate of 25.0% primarily due to the application of the reduced income tax rate on the majority of the technology royalties income in France and nondeductible equity awards compensation expense.23Note 13. Earnings Per Share Basic Earnings (Loss) Per Share We calculate basic earnings (loss) per share ("EPS") by dividing the net income or loss for the period attributable to shareholders of the Parent by the weighted average number of shares outstanding. Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023Net income (loss) attributable to shareholders of Criteo S.A.\$6,245Â \$6,927Â \$40,476Â (\$7,758)Weighted average number of shares outstanding54,695,112Â 56,297,666Â 54,840,650Â 56,173,218Â Basic earnings (loss) per share\$0.11Â \$0.12Â \$0.74Â (\$0.14)Diluted Earnings (Loss) Per Share We calculate diluted earnings (loss) per share by dividing the net income or loss attributable to shareholders of the Parent by the weighted average number of shares outstanding plus any potentially dilutive shares not yet issued from share-based compensation plans (refer to Note 10). For the nine months ended September 30, 2023, the Company reported a net loss hence basic net loss per share was the same as diluted net loss per share, as the inclusion of all potential shares of common stock outstanding would have been anti-dilutive. For each period presented, a contract to issue a certain number of shares (i.e., share option, non-employee warrant, employee warrant ("BSPCE") was assessed as potentially dilutive if it was âœ‰in the moneyâœ‰ (i.e., the exercise or settlement price is lower than the average market price).Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023Net income (loss) attributable to shareholders of Criteo S.A.\$6,245Â \$6,927Â \$40,476Â (\$7,758)Basic shares : Weighted average number of shares outstanding of Criteo S.A.54,695,112Â 56,297,666Â 54,840,650Â 56,173,218Â Dilutive effect of : Restricted share awards ("RSUs")3,080,895Â 3,718,688Â 2,947,233Â âœ‰Â Lock-up shares ("LUSs")472,956Â 967,941Â 949,255Â âœ‰Â Share options and BSPCE121,177Â 103,221Â 112,102Â âœ‰Â Share warrants59,993Â 53,378Â 60,712Â âœ‰Â Diluted shares : Weighted average number of shares outstanding used to determine diluted earnings per share58,430,133Â 60,172,953Â 58,909,952Â 56,173,218Â Diluted earnings (loss) per share\$0.11Â \$0.12Â \$0.69Â (\$0.14)The weighted average number of securities that were anti-dilutive for diluted EPS for the periods presented but which could potentially dilute EPS in the future are as follows:Nine Months EndedSeptember 30, 2024September 30, 2023Restricted share awards303,261Â 165,940Â Share options and BSPCEâœ‰Â âœ‰Â Weighted average number of anti-dilutive securities excluded from diluted earnings per share303,261Â 165,940Â 24Note 14. Commitments and contingenciesFrom time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are not presently a party to any legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors. The amount of the provisions represents managementâœ‰'s latest estimate of the expected impact. Legal and Regulatory mattersFollowing a complaint from Privacy International against a number of advertising technology companies with certain data protection authorities, including in France, France's Commission Nationale de l'Informatique et des LibertÃ©s (the "CNIL") opened a formal investigation in January 2020 against Criteo. In June 2023, the CNIL issued its decision, which retained alleged European Union's General Data Protection Regulation ("GDPR") violations but reduced the financial sanction against Criteo from the original amount of â„–60Â million (\$64.2Â million) to â„–40Â million (\$42.8Â million). Criteo issued the required sanction payment during the third quarter of 2023. The decision relates to past matters and does not include any obligation for Criteo to change its current practices. Criteo has appealed this decision before the French Council of State (Conseil d'Ã©tat).We are party to a claim (Doe v. GoodRx Holdings, Inc. et al. in the U.S. District Court for the Northern District of California), alleging violations of various state and federal laws. We intend to vigorously defend our position, but we are unable to predict the potential outcome at this time.Non-income tax risksWe have recorded a \$31.9Â million provision related to certain non-income tax items accounted for as a contingency under ASC 450. These risks were identified and recognized as part of the Iponweb Acquisition. We have recorded an indemnification asset in the full amount of the provision as the Company is indemnified against certain tax liabilities under the Framework Purchase Agreement (FPA). The indemnification asset is recorded as part of "Other non current assets" on the consolidated statement of financial position. 25Note 15. Breakdown of Revenue and Non-Current Assets by Geographical Areas The Company operates in the following three geographical markets: âœ‰Â Â Americas (North and South America); âœ‰Â Â EMEA (Europe, Middle-East and Africa); and âœ‰Â Â Asia-Pacific. The following tables disclose our consolidated revenue for each geographical area for each of the reported periods. Revenue by geographical area is based on the location of advertisersâœ‰' campaigns or of the retailers.Three Months EndedAmericasEMEAAsia-PacificTotal(in thousands)September 30, 2024\$206,816Â \$161,745Â \$90,331Â \$458,892Â September 30, 2023\$219,667Â \$158,756Â \$90,770Â \$469,193Â Nine Months EndedAmericasEMEAAsia-PacificTotal(in thousands)September 30, 2024\$617,555Â \$493,083Â \$269,616Â \$1,380,254Â September 30, 2023\$616,418Â \$482,939Â \$283,786Â \$1,383,143Â Revenue generated in other significant countries where we operate is presented in the following table:Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023(in thousands)AmericasUnited States\$185,864Â \$199,270Â \$553,867Â \$557,116Â EMEAGermany\$48,128Â \$46,391Â \$146,881Â \$140,592Â France\$20,888Â \$23,423Â \$64,836Â \$71,130Â Asia-PacificJapan\$49,763Â \$49,213Â \$151,760Â \$162,767Â For each reported period, non-current assets (corresponding to the net book value of tangible and intangible assets, excluding right of use assets related to lease agreements) are presented in the table below. The geographical information includes results from the locations of legal entities. AmericasEMEAAsia-PacificTotal(in thousands)September 30, 2024\$74,080Â \$199,948Â \$13,197Â \$287,225Â December 31, 2023\$89,355Â \$202,969Â \$15,058Â \$307,382Â 26Note 16. Subsequent Events The Company evaluated all subsequent events that occurred after September 30, 2024 through the date of issuance of the unaudited condensed consolidated financial statements and determined there are no significant events that require adjustments or disclosure.27Item 2. Managementâœ‰'s Discussion and Analysis of Financial Condition and Results of OperationsThe following discussion and analysis of our financial condition and results of operations should be read in conjunction with the unaudited condensed consolidated financial statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q and the audited consolidated financial statements and related notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the Securities and Exchange Commission ("SEC"), on February 23, 2024. In addition to our historical condensed consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Quarterly Report on Form 10-Q, particularly in Part II, Item 1A, "Risk Factors." To supplement our condensed consolidated financial statements, which are prepared and presented in accordance with generally accepted accounting principles in the United States of America ("GAAP"), we present Contribution ex-TAC, and Adjusted EBITDA, which are non-GAAP financial measures. We define Contribution ex-TAC as a profitability measure akin to gross profit. It is calculated by deducting traffic acquisition costs from revenue and reconciled to gross profit through the exclusion of other costs of revenue. Contribution ex-TAC is presented in the section entitled "Contribution excluding Traffic Acquisition Costs", which includes a reconciliation to its most directly comparable GAAP financial measure, Gross Profit. We define Adjusted EBITDA as our consolidated earnings before financial income (expense), income taxes, depreciation and amortization, adjusted to eliminate the impact of equity awards compensation expense, pension service costs, certain restructuring, integration and transformation costs, certain acquisition costs and a loss contingency related to a regulatory matter. Adjusted EBITDA is presented in the section entitled "Adjusted EBITDA", which includes a reconciliation to its most directly comparable GAAP financial measure, Net Income. We also present revenues, traffic acquisition costs and Contribution ex-TAC on a constant currency basis; these measures exclude the impact of foreign currency fluctuations and are computed by applying the average exchange rates for the prior year to the current year figures. A reconciliation is provided in the section entitled "Constant Currency Reconciliation". We believe these non-GAAP financial measures provide investors with useful supplemental information about the financial performance of our business, enable comparison of financial results between periods where certain items may vary independent of business performance, and allow for greater transparency with respect to key metrics used by management in operating our business. As required by the rules of the SEC, we provide reconciliations of the non-GAAP financial measures contained in this document to the most directly comparable measures under GAAP. OverviewWe are a global technology company driving superior commerce outcomes for marketers and media owners through the worldâœ‰'s leading Commerce Media Platform. We operate in commerce media, the future of digital advertising, leveraging commerce data and artificial intelligence ("AI") to connect ecommerce, digital marketing and media monetization to reach consumers throughout their shopping journey. Our vision is to bring richer experiences to every consumer by supporting a fair and open internet that enables discovery, innovation, and choice âœ‰' powered by trusted and impactful advertising. We have accelerated and deeply transformed the Company from a single-product to a multi-solution platform provider, fast diversifying our business into new solutions. We report our segment results as Retail and Performance Media:âœ‰Retail Media encompasses revenue generated from brands, agencies and retailers for the purchase and sale of retail media digital advertising inventory and audiences, and services. âœ‰Performance Media segment encompasses commerce activation, monetization, and services.28Current quarter financial highlightsFor the three months ended September 30, 2024, revenue decreased by (2)% to \$458.9Â million, compared to the same period in the prior year, primarily driven by lower Performance Media, partially offset by growth in Retail Media. At constant currency, revenue decreased by (2)%Gross profit for the three months ended September 30, 2024 increased by 13% to \$231.9Â million, compared to the same period in the prior year, mainly due to lower traffic acquisition costs, partially offset by lower revenue. Contribution ex-TAC for the three months ended September 30, 2024 increased by 8% to \$266.1Â million, compared to the same period in the prior year, driven by growth across both segments. At constant currency, Contribution ex-TAC increased by 9%.Net income for the three months ended September 30, 2024 decreased to \$6.1Â million, primarily due an increase of operating expenses, partially offset by an increase in gross profit. Adjusted EBITDA for the three months ended September 30, 2024 increased by 20% to \$82.0Â million, compared to the same period in the prior year, primarily due to higher Contribution ex-TAC, partially offset by an increase in operating expenses. Cash flow from operating activities was \$57.5Â million for the three months ended September 30, 2024, compared to \$19.6Â million in the same period in the prior year, as a result of the positive trends in our income from operations.Trends, Opportunities and ChallengesWe believe our performance and future success depend on several factors that present significant opportunities but also pose risks and challenges, including those referred to in Part I, Item 1A of our risk factor section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, and in our subsequent quarterly reports on Form 10-Q.Develop and Scale our Commerce Media PlatformOur future growth depends upon our ability to retain and scale our existing clients and increase the usage of our Commerce Media platform as well as adding new customers. We believe that we are in a leading position in the Commerce Media space as we have unique commerce data at scale, deep integrations with retailers, a large client base, differentiated technology and a R&D powerhouse. By unifying the Commerce Media ecosystem with a multi-retailer, multi-channel, multi-format approach and providing full funnel closed loop measurement to our clients, we believe we are well positioned to capture more ad budgets and market share. Business and Macroeconomic ConditionsGlobal economic and geopolitical conditions have been volatile due to factors such as the conflicts in Ukraine and the Middle East, inflation, and fluctuating interest rates. The economic uncertainty resulting from these factors may negatively impact advertising demand, consumer behavior, and to some extent, our performance. These factors, among others, including the impact of persistent inflation, make it difficult for Criteo and our clients to accurately forecast and plan future business activities, and could cause the company's clients to reduce or delay their advertising spending or increase their cautiousness, which, in turn, could have an adverse impact on our business, financial condition and results of operations. We are monitoring these macroeconomic conditions closely and may continue to take actions in response to such conditions to the extent they adversely affect our business.Seasonality In the advertising industry, companies commonly experience seasonal fluctuations in revenue, as many marketers allocate the largest portion of their budgets to the third and fourth quarter of the calendar year in order to coincide with increased back-to-school and holiday purchasing. Historically, the fourth quarter has reflected our highest level of advertising activity for the year. We generally expect the subsequent first quarter to reflect lower activity levels. In addition, historical seasonality may not be predictive of future results given the potential for changes in advertising buying patterns and consumer activity due to the potential impacts of the evolving macroeconomic and geopolitical conditions discussed above. 29We expect our revenue to continue to fluctuate based on seasonal factors that affect the advertising industry as a whole.Privacy Trends and Government Regulations We are subject to U.S. and international laws and regulations regarding privacy, data protection, digital advertising and the collection of user data. In addition, large Internet and technology companies such as Google and Apple are making their own decisions as to how to protect consumer privacy with measures resulting in signal loss, which impact the entire digital ecosystem. While Google has recently announced that it will not pursue its original plan to fully phase out third-party cookies in Chrome, Google has proposed an updated approach that allows users to make an informed choice across web browsing that can be adjusted at any time. This proposal remains subject to consultation with the UK Competition and Market Authority, the Information Commissioner's Office and other global regulators. These developments could cause instability in the advertising technology industry. We have developed a multi-pronged addressability strategy to provide scalability and runtime interoperability of privacy-safe solutions for a more open, unified and efficient ecosystem.30Results of Operations for the Periods Ended September 30, 2024 and September 30, 2023 (Unaudited)RevenueRevenue breakdown by segmentÂ Three Months EndedNine Months EndedSeptember 30, 2024September 30, 2023September 30, 2024September 30, 2023% change (in thousands, except percentages)Revenue as reported\$458,892Â \$469,193Â (2)%1,380,254Â 1,383,143Â âœ‰Conversion impact U.S. dollar/other currencies1,698Â 18,110Â Revenue at constant currency \$460,590Â \$469,193Â (2)%1,398,364Â 1,383,143Â 1%Retail Media revenue as reported 60,765Â 49,813Â 22%166,414Â 132,424Â 26%Conversion impact U.S. dollar/other currencies98Â (60)Retail Media revenue at constant currency \$60,863Â \$49,813Â 22%\$166,354Â \$132,424Â 26%Performance Media revenue as reported\$398,127Â \$419,380Â (5)%1,213,840Â \$1,250,719Â (3)%Conversion impact U.S. dollar/other currencies1,601Â 18,171Â Performance Media revenue at constant currency \$399,728Â \$419,380Â (5)%\$1,232,011Â \$1,250,719Â (1.5)%Revenue for the three months ended September 30, 2024 decreased (2)%, or (2)% on a constant currency basis, to \$460.6Â million compared to the three months ended September 30, 2023 reflecting lower Performance Media, partially offset by growth in Retail Media. In the three months ended September 30, 2024, 92% of revenue came from existing clients while 8% came from new client additions. Retail Media revenue increased 22%, or 22% on a constant currency basis, to \$60.9Â million for the three months ended September 30, 2024, driven by continued strength in Retail Media onsite, in particular in the U.S. market, and growing network effects of onboarding brands and retailers to the platform.Performance Media revenue decreased (5)%, or decreased (5)% on a constant currency basis, to \$399.7Â million for the three months ended September 30, 2024, driven by lower spend in our media trading marketplace, soft retail trends, partially offset by continued strength in travel and classifieds.Additionally, our \$458.9Â million of revenue for the three months ended September 30, 2024 was negatively impacted by \$1.7Â million of currency fluctuations. Revenue for the nine months ended September 30, 2024 decreased (0.2)%, or 1% on a constant currency basis, to \$1,398.4Â million compared to the nine months ended September 30, 2023 reflecting growth in Retail Media and Performance Media. In the nine months ended September 30, 2024, 92% of revenue came from existing clients while 8% came from new client additions. Retail Media revenue increased 26%, or 26% on a constant currency basis, to \$166.4Â million for the nine months ended September 30, 2024, driven by continued strength in Retail Media onsite, in particular in the U.S. market, and growing network effects of onboarding brands and retailers to the platform.Performance Media revenue decreased (3)%, or decreased (1.5)% on a constant currency basis, to \$1,232.0Â million 31for the nine months ended September 30, 2024, driven by lower spend in our media trading marketplace, soft retail trends, partially offset by continued strength in travel and classifieds.Additionally, our \$1,380.3Â million of revenue for the nine months ended September 30, 2024 was negatively impacted by \$18.1Â million of currency fluctuations, particularly as

as a result of the depreciation of the Euro, the Japanese Yen, the Brazilian Real, and the Korean Won compared to the U.S. dollar. Revenue breakdown by region

Three Months Ended	September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)
Revenue as reported	458,892A	469,193A	(2)%	1,383,143A
Revenue at constant currency	460,590A	469,193A	(2)%	1,398,364A
Revenue as reported	206,816A	219,667A	(6)%	617,555A
Revenue at constant currency	208,313A	219,667A	(5)%	618,856A
Revenue as reported	161,745A	158,756A	2%	493,083A
Revenue at constant currency	159,956A	158,756A	1%	493,288A
Revenue as reported	90,331A	90,770A	0.9%	286,220A
Revenue at constant currency	92,321A	90,770A	2%	286,220A

Our revenue in the Americas region decreased (6)%, or (5)% on a constant currency basis, to \$208.3A million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023. This primarily reflects lower lower spend in our media trading marketplace and supply and soft Retail trends, partially offset by continued strength in Travel and Classifieds in Performance Media, as well as continued strong performance of Retail Media as the platform continues to scale with large retailers and consumer brands. Our revenue in EMEA increased 2%, or 1% on a constant currency basis, to \$160.0A million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023, reflecting continued traction in Retail Media and continued strength in Travel and Classifieds, partially offset by lower revenues in France. Our revenue in the Asia-Pacific region decreased (0.5)%, or increased 2% on a constant currency basis, to \$92.3A million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023, reflecting improved trends in Classified and solid trends in Travel and Retail in the region. Our revenue in the Americas region increased 0.2%, or 0.4% on a constant currency basis, to \$618.9A million for the nine months ended September 30, 2024 compared to the nine months ended September 30, 2023. This primarily reflects continued strong performance of Retail Media as the platform continues to scale with large retailers and consumer brands and strong Classified trends in the region. 32 Our revenue in EMEA increased 2%, or 2% on a constant currency basis, to \$493.3A million for the nine months ended September 30, 2024 compared to the nine months ended September 30, 2023, reflecting continued traction in Retail Media and continued strength in Travel, partially offset by lower revenues in France. Our revenue in the Asia-Pacific region decreased (5)%, or increased 1% on a constant currency basis, to \$286.2A million for the nine months ended September 30, 2024 compared to the nine months ended September 30, 2023, reflecting solid Retail and Travel trends, partially offset by soft trends in Classified in the region. Cost of Revenue

Three Months Ended	September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)
Traffic acquisition costs	192,789A	223,798A	(14)%	593,170A
Other cost of revenue	34,171A	40,268A	(15)%	105,084A
Total cost of revenue	\$226,960A	\$264,066A	(14)%	\$698,254A
Cost of revenue	\$49A	\$56A	55%	\$51A
Gross profit	\$51A	\$44A	64%	\$42A

Three Months Ended

September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)	
Retail Media	1,182A	1,377A	(14)%	14,120A
Performance Media	191,607A	222,421A	(14)%	590,374A
Traffic Acquisition Costs	192,789A	223,798A	(14)%	593,170A
Cost of revenue	\$49A	\$56A	55%	\$51A

Cost of revenue for the three months ended September 30, 2024 decreased \$(37.1A) million, or (14)%, compared to the three months ended September 30, 2023. This decrease was primarily the result of a decrease of \$(31.0A) million, or (14)% (or (13)% on a constant currency basis) in traffic acquisition costs driven by a lower average price partially offset by an increase in volume, and a decrease of \$(6.1A) million, or (15)% in other cost of revenue. Traffic acquisition costs in Retail Media decreased by (14)%, or (14)% at constant currency, compared to the three months ended September 30, 2023. Traffic acquisition costs in Performance Media decreased by (14)%, or (13)% at constant currency, compared to the three months ended September 30, 2023. This was driven by a (20)% decrease (or (20)% at constant currency) in the average cost per thousand impressions ("CPM") for inventory purchased, including lower CPMs for signal-limited environments where Criteo continues to perform, and an 8% increase in the number of impressions we purchased. The decrease in other cost of revenue included a decrease in depreciation of servers, offset by other hosting costs. 33 Cost of revenue for the nine months ended September 30, 2024 decreased \$(98.5A) million, or (12)%, compared to the nine months ended September 30, 2023. This decrease was primarily the result of a decrease of \$(83.7A) million, or (12)% (or (11)% on a constant currency basis) in traffic acquisition costs driven by a lower average price partially offset by an increase in volume, and a decrease of \$(14.7A) million, or (12)% in other cost of revenue. Traffic acquisition costs in Retail Media decreased by (10)%, or (10)% at constant currency, compared to the nine months ended September 30, 2023. Traffic acquisition costs in Performance Media decreased by (12)%, or (11)% at constant currency, compared to the nine months ended September 30, 2023. This was driven by a (17)% decrease (or (15)% at constant currency) in the average cost per thousand impressions ("CPM") for inventory purchased, including lower CPMs for signal-limited environments where Criteo continues to perform, and a 5% increase in the number of impressions we purchased. The decrease in other cost of revenue included a decrease in depreciation of servers, offset by other hosting costs. Contribution excluding Traffic Acquisition Costs

We define Contribution excluding Traffic Acquisition Costs, "Contribution ex-TAC", as a profitability measure akin to gross profit. It is calculated by deducting traffic acquisition costs from revenue and reconciled to gross profit through the exclusion of other costs of revenue. Contribution ex-TAC is not a measure calculated in accordance with GAAP. We have included Contribution ex-TAC because it is a key measure used by our management and board of directors to evaluate operating performance, generate future operating plans and make strategic decisions. In particular, we believe that this measure can provide useful measures for period-to-period comparisons of our business. Accordingly, we believe that Contribution ex-TAC provides useful information to investors and others in understanding and evaluating our results of operations in the same manner as our management and board of directors. Our use of Contribution ex-TAC has limitations as an analytical tool, and you should not consider them in isolation or as a substitute for analysis of our financial results as reported under GAAP. Some of these limitations are: (a) other companies, including companies in our industry which have similar business arrangements, may address the impact of TAC differently; (b) other companies may report Contribution ex-TAC or similarly titled measures but calculate them differently, which reduces their usefulness as a comparative measure. Because of these and other limitations, you should consider Contribution ex-TAC alongside our other GAAP financial measures. The below table provides a reconciliation of Contribution ex-TAC to gross profit. Three Months Ended

September 30, 2024	September 30, 2023	% change	(in thousands)
Gross Profit	\$231,932A	\$205,127A	13%
Other cost of revenue	\$34,171A	\$40,268A	(15)%
Contribution ex-TAC	\$266,103A	\$245,395A	8%

We consider Contribution ex-TAC as a key measure of our business activity. Our strategy focuses on maximizing our Contribution ex-TAC on an absolute basis over maximizing our near-term gross margin. We believe this focus builds sustainable long-term value for our business by fortifying a number of our competitive strengths, including access to advertising inventory, breadth and depth of data and continuous improvement of our Criteo AI Engine's performance, allowing it to deliver more relevant advertisements at scale. As part of this focus, we continue to invest in building preferred relationships with direct publishers and pursue access to leading advertising exchanges. 34 The following table sets forth our revenue and Contribution ex-TAC by segment:

Three Months Ended	September 30, 2024	September 30, 2023	% change	(in thousands)
Revenue	\$60,765A	\$49,813A	22%	
Contribution ex-TAC	\$166,414A	\$132,424A	26%	

Performance Media

September 30, 2024	September 30, 2023	% change	(in thousands)
Revenue	\$398,127A	\$419,380A	(5)%
Contribution ex-TAC	\$59,583A	\$48,366A	23%
Revenue	\$206,520A	\$196,959A	5%
Contribution ex-TAC	\$266,103A	\$245,395A	8%

Contribution ex-TAC increased \$20.7 million, or 8% for the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The increase in Contribution ex-TAC was driven by growth in both segments. Contribution ex-TAC increased \$80.9 million, or 11% for the nine months ended September 30, 2024 compared to the nine months ended September 30, 2023. The increase in Contribution ex-TAC was driven by growth in both segments. 35 Constant Currency Reconciliation

Information in this Form 10-Q with respect to results presented on a constant currency basis was calculated by applying prior period average exchange rates to current period results. Management reviews and analyzes business results excluding the effect of foreign currency translation because they believe this better represents our underlying business trends. Below is a table which reconciles the actual results presented in this section with the results presented on a constant currency basis: Three Months Ended

September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)
Gross Profit as reported	\$231,932A	\$205,127A	13%
Other cost of revenue	\$34,171A	\$40,268A	(15)%
Contribution ex-TAC as reported	\$266,103A	\$245,395A	8%
Contribution ex-TAC at constant currency	\$266,637A	\$245,395A	9%
Contribution ex-TAC/Revenue	58A	52A	57A
Traffic acquisition costs as reported	\$192,789A	\$223,798A	(14)%
Traffic acquisition costs at constant currency	\$193,953A	\$223,798A	(13)%
Revenue as reported	\$458,892A	\$469,193A	(2)%
Revenue at constant currency	\$460,590A	\$469,193A	(2)%
Research and Development Expenses	\$85,285A	\$62,522A	36%
Research and development expenses	\$85,285A	\$62,522A	36%

Research and development expenses for the three months ended September 30, 2024, increased \$22.8 million or 36% compared to the three months ended September 30, 2023. This increase was related to an increase in share-based compensation expense related to the Iponweb lock-up shares (see Note 10), an increase in amortization, and impairment of certain intangible assets. Research and development expenses for the nine months ended September 30, 2024, increased \$17.9 million or 9% compared to the nine months ended September 30, 2023. This increase was mainly related to an increase in amortization, impairment of certain intangible assets, and headcount-related costs. Sales and Operations Expenses

Three Months Ended	September 30, 2024	September 30, 2023	% change	(in thousands)
Sales and operations expenses	\$90,823A	\$94,572A	(4)%	
Revenue	\$20A	\$20A	22A	
Sales and operations expenses for the three months ended	\$93.7 million	\$96.6 million	26%	

compared to the three months ended September 30, 2023. This decrease was mainly related to a decrease in headcount-related costs and a decrease in bad debt expense partially offset by third-party services and marketing costs. Sales and operations expenses for the nine months ended September 30, 2024 decreased \$(29.6) million or (10)% compared to the nine months ended September 30, 2023. This decrease was mainly related to a decrease in headcount-related costs, a decrease in bad debt expense partially offset by an increase in marketing costs. General and Administrative Expenses

Three Months Ended	September 30, 2024	September 30, 2023	% change	(in thousands)
General and administrative expenses	\$46,222A	\$36,599A	26%	
Revenue	\$10A	\$8A	10A	
General and administrative expenses for the three months ended	\$96.6 million	\$93.3 million	41%	

September 30, 2023. The increase primarily related to third party services and an increase in share-based compensation. 37 General and administrative expenses for the nine months ended September 30, 2024, increased \$39.3 million or 41%, compared to the nine months ended September 30, 2023. The increase was mainly related to the partial reversal of the loss contingency on regulatory matters in 2023 and an increase to third-party services. Financial and Other Income

Three Months Ended	September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)
Financial and Other Income (Expense)	\$(8)	\$(2,967)	(100)%	
Revenue	\$0A	\$0A	0A	
Financial and Other Expenses	\$0A	\$0A	0A	

for the three months ended September 30, 2024, decreased by \$3.0 million or 100% compared to the three months ended September 30, 2023. The decrease was mainly related to financial income from cash and cash equivalents, a positive change in foreign exchange loss, and the accretion of the earn-out liability related to the Iponweb Acquisition. Financial and Other Income for the nine months ended September 30, 2024, decreased by \$(1.1) million or (56)% compared to the nine months ended September 30, 2023. The decrease was due to the disposal of non consolidated investments during the three months ended March 31, 2023, partially offset by income from cash equivalents, the accretion of the earn-out liability related to the Iponweb Acquisition, and income from cash equivalents. As of September 30, 2024, our exposure to foreign currency risk was centralized at Criteo S.A. and hedged using foreign currency swaps or forward purchases or sales of foreign currencies. Provision for Income Taxes

Three Months Ended	September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)
Provision for income tax (expense) benefit	\$(3,450)	\$(1,832)	88%	
Revenue	\$15,014A	\$1,685A	991%	
Provision for income tax expense for the three months ended	\$1.6 million	\$1.6 million	88%	

September 30, 2024, increased \$1.6 million or 88% compared to the three months ended September 30, 2023. The increase of the income tax provision was driven by higher Contribution ex-Tac. Provision for income tax expense for the nine months ended September 30, 2024, increased \$16.7 million or (991)% compared to the nine months ended September 30, 2023. The increase was driven by higher Contribution ex-TAC. The provision for income taxes differs from the nominal standard French rate of 25.0% primarily due to the application of the reduced income tax rate on the majority of the technology royalties income in France and nondeductible equity awards compensation expense. 38 Adjusted EBITDA

We define Adjusted EBITDA as our consolidated earnings before financial income (expense), income taxes, depreciation and amortization, adjusted to eliminate the impact of equity awards compensation expense, pension service costs, certain restructuring, integration and transformation costs, and certain acquisition costs. Adjusted EBITDA is not a measure calculated in accordance with GAAP. We have included Adjusted EBITDA because it is a key measure used by our management and board of directors to understand and evaluate our core operating performance and trends, to prepare and approve our annual budget and to develop short-term and long-term operational plans. In particular, we believe that the elimination of equity awards compensation expense, pension service costs, certain restructuring, integration and transformation costs, and certain acquisition costs in calculating Adjusted EBITDA can provide a useful measure for period-to-period comparisons of our business. Accordingly, we believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our results of operations in the same manner as our management and board of directors. Our use of Adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Some of these limitations are: (a) although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and Adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements; (b) Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs; (c) Adjusted EBITDA does not reflect the potentially dilutive impact of equity-based compensation; (d) Adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us; and (e) other companies, including companies in our industry, may calculate Adjusted EBITDA or similarly titled measures differently, which reduces their usefulness as a comparative measure. Because of these and other limitations, you should consider Adjusted EBITDA alongside our GAAP financial results, including net income. Three Months Ended

September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)
Net Income (loss)	\$6,144A	\$6,635A	\$42,769A
Adjustments:			
Financial (Income) expense	\$8A	\$2,958A	(889)
Provision for income taxes (benefit)	\$3,450A	\$1,832A	15,014A
Equity awards compensation expense	\$34,863A	\$24,323A	\$84,032A
Pension service costs	\$174A	\$199A	\$18A
Depreciation and amortization expense	\$25,684A	\$24,648A	\$75,679A
Acquisition-related costs	\$1,961A	\$86A	\$1,961A
Net loss contingency on regulatory matters	\$A	\$(51)	21,667A
Restructuring, integration and transformation costs	\$9,717A	\$7,833A	27,026A
Total net adjustments	\$75,857A	\$61,808A	\$20,341A
Adjusted EBITDA	\$82,001A	\$68,443A	\$246,110A

The following table presents our Adjusted EBITDA on a comparative basis: Three Months Ended

September 30, 2024	September 30, 2023	% change	(in thousands, except percentages)
Adjusted EBITDA	\$82,001A	\$68,443A	20%
Revenue	\$246,110A	\$163,153A	51%
Adjusted EBITDA	\$13.6 million	\$20.7 million	20%

for the three months ended September 30, 2024 compared to the three months ended September 30, 2023, primarily due to higher Contribution ex-TAC partially offset by an increase in operating expenses. Adjusted EBITDA increased \$83.0 million, or 51%, for the nine months ended September 30, 2024 compared to the nine months ended September 30, 2023, primarily due to higher Contribution ex-TAC. 39 Liquidity and Capital Resources

Our cash and cash equivalents and restricted cash at September 30, 2024 were held for working capital and general corporate purposes, which could include acquisitions, and amounted to \$284.0 million as of September 30, 2024. The \$(127.4) million decrease in cash and cash

equivalents, and restricted cash compared to December 31, 2023, primarily resulted from a decrease of \$(154.4) million in cash used for financing activities, a decrease of \$(59.0) million in cash used for investing activities partially offset by an increase of \$88.7 million in cash provided by operating activities over the period. Our policy is to invest any cash in excess of our immediate requirements in investments designed to preserve the principal balance and provide liquidity. Accordingly, our cash and cash equivalents are invested primarily in demand deposit accounts that are currently providing only a minimal return.As disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, on September 27, 2022, the Company entered into a new five year Revolving Credit Facility (as amended, the "RCF") that allows immediate access to an additional \$-,407.0 million (\$455.7 million) of liquidity, which, combined with our cash position, marketable securities and treasury shares as of September 30, 2024, provides total liquidity above \$710.8 million. Overall, we believe that our current financial liquidity, combined with our expected cash-flow generation in 2024, enables financial flexibility.Share buy-back programsIn December 2021, we completed a \$100.0 million share repurchase program. In 2022, we completed an additional \$136.0 million share repurchase program, and in 2023, we completed an additional \$125.0 million share repurchase program. For the nine months ended September 30, 2024, we have repurchased \$157.5A million of shares.All above programs have been implemented under our multi-year authorization granted by our Board of Directors. On February 1, 2024, this authorization was extended to a total amount of \$630.0 million. Other than these repurchase programs, we intend to retain all available funds and any future earnings to fund our growth.Off-Balance Sheet ArrangementsWe do not have any relationships with unconsolidated entities or financial partnerships, including entities sometimes referred to as structured finance or special purpose entities that were established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. In addition, we do not engage in trading activities involving non-exchange traded contracts. We therefore believe that we are not materially exposed to any financing, liquidity, market or credit risk that could arise if we had engaged in these relationships.Operating and Capital Expenditure RequirementsFor the nine months ended September 30, 2024 and 2023, our capital expenditures were \$(53.2) million and \$(94.6) million, respectively. During the nine months ended September 30, 2024, these capital expenditures were mainly comprised of acquisitions of data centers, server equipment, and software development costs. We expect our capital expenditures to remain at around 7% of Contribution ex-TAC for 2024, as we plan to continue to build, reshape and maintain additional data center equipment capacity in all regions and we increase our investments to further develop our Commerce Media Platform. We currently anticipate that our available funds and cash flow from operations and financing activities will be sufficient to meet our operational cash needs and fund our share repurchase program for at least the next 12 months, and thereafter for the foreseeable future. We continuously evaluate our liquidity and capital resources, including our access to external capital, to ensure we can finance our future capital requirements.Our future working capital requirements will depend on many factors, including the rate of our revenue growth, the amount and timing of our investments in personnel and capital equipment, and the timing and extent of our introduction of new products and product enhancements.40If our cash and cash equivalents balances and cash flows from operating activities are insufficient to satisfy our liquidity requirements, we may need to raise additional funds through equity, equity-linked or debt financings to support our operations, and such financings may not be available to us on acceptable terms, or at all. We may also need to raise additional funds in the event we determine in the future to effect one or more acquisitions of businesses, technologies, assets or products.If we are unable to raise additional funds when needed, our operations and ability to execute our business strategy could be adversely affected. If we raise additional funds through the incurrence of indebtedness, such indebtedness would have rights that are senior to holders of our equity securities and could contain covenants that restrict our operations. Any additional equity financing will be dilutive to our shareholders.Historical Cash Flows The following table sets forth our cash flows for the three month period ended September 30, 2024 and September 30, 2023:Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)Cash (used for) from operating activities \$88,707\$62,906\$ Cash (used for) from investing activities\$(58,966)\$(104,199)\$Cash (used for) from financing activities\$(154,355)\$(124,858)\$Operating Activities Cash from operating activities was driven by the increased performance of our operations, primarily due to higher Contribution ex-TAC partially offset by an increase in operating expenses. Cash flow from operating activities has typically been generated from changes in our operating assets and liabilities, particularly in the areas of accounts receivable, accounts payable and accrued expenses, adjusted for certain non-cash and non-operating items such as depreciation, amortization and share-based compensation, deferred tax assets and income taxes. For the nine months ended September 30, 2024, net cash provided by operating activities mostly consisted of net income adjusted for certain non-cash and non-operating items, such as amortization and provision expense of \$67.1 million, and equity awards compensation expense of \$82.2 million, partially offset by \$(90.1) million of changes in working capital. The increase in cash flow from operating activities during the nine months ended September 30, 2024, compared to the same period in 2023, was mainly due to higher net income.Investing ActivitiesOur investing activities to date consisted primarily of purchases of servers and other data-center equipment, software development costs, and business acquisitions. For the nine months ended September 30, 2024, net cash used for investing activities was \$(59.0) million, primarily driven by purchases of data-center and capitalized software development costs of \$(53.2) million, and a \$(5.2) million change from the maturity of investments in Marketable Securities. Cash used for investing activities decreased during the nine months ended September 30, 2024, compared to the same period in 2023, due to lower capital expenditures for our data centers compared to the previous period, and due to proceeds from the sale of a non consolidated investment during the three months ended March 31, 2023.Financing Activities For the nine months ended September 30, 2024, net cash used for financing activities was \$(154.4) million, due to the repurchasing of shares of \$(157.5) million. The increase in cash used for financing activities during the nine months ended September 30, 2024, compared to the same period in 2023, was mostly due to an increase in the amount of shares repurchased.41Critical Accounting Policies and EstimatesThere have been no material changes to our critical accounting policies and estimates from the information provided in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. Recently Issued PronouncementsSee "Recently Issued Accounting Standards" under Note 1, "Summary of Significant Accounting Policies," of the Notes to Unaudited Condensed Consolidated Financial Statements for a discussion of certain accounting standards that have been issued during 2024.42Item 3. Quantitative and Qualitative Disclosures About Market RiskMarket RiskWe are mainly exposed to foreign currency exchange rate fluctuations. There have been no material changes to our exposure to market risk during the nine months ended September 30, 2024. A A A For a description of our foreign exchange risk, please see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - B. Liquidity and Capital Resources" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.A hypothetical 10% increase or decrease of the Pound Sterling, the Euro, the Japanese yen or the Brazilian real against the U.S. dollar would have impacted the Condensed Consolidated Statements of Income as follows: Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)GBP/USD +10%-10%+10%-10%Net income (loss) impact \$383A \$(383)\$ (244)\$244A Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)BRL/USD +10%-10%+10%-10%Net income (loss) impact \$217A \$(217)\$126A \$(126)\$Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)JPY/USD +10%-10%+10%-10%Net income (loss) impact \$2,966A \$(2,966)\$832A \$(832)\$Nine Months EndedSeptember 30, 2024September 30, 2023(in thousands)EUR/USD +10%-10%+10%-10%Net income (loss) impact \$1,959A \$(1,959)\$3,636A \$(3,636)\$Credit Risk and Trade receivablesFor a description of our trade receivables, please see "Note 4. Trade Receivables" in the Notes to the Unaudited Condensed Consolidated Financial Statements.43Item 4. Controls and ProceduresDisclosure Controls and ProceduresBased on their evaluation as of September 30, 2024, our management, including our Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) were effective to provide reasonable assurance that (i) the information required to be disclosed in our reports filed or submitted under the Exchange Act are recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and (ii) such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.Changes in Internal Control Over Financial ReportingThere were no changes in our internal control over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the period covered by this Quarterly Report on Form 10-Q that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.Limitation on Effectiveness of Controls and ProceduresOur management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within Criteo have been detected. These inherent limitations include the realities that judgments in decision making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies and procedures. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and may not be detected. 44PART II Item 1. A A A Legal Proceedings. For a discussion of our legal proceedings, refer to Note 14. Commitments and contingencies.Item 1A. Risk Factors.You should carefully consider the risks described under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2023 and in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2024. These risks and uncertainties are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, also may become important factors that affect us. If any such risks materialize, our business, financial condition and results of operations could be materially harmed and the trading price of our American Depositary Shares could decline. These risks are not exclusive and additional risks and uncertainties that we are unaware of, or that we currently believe are not material, also may become important factors that affect us. There have been no material changes to the Risk Factors described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2024.45Item 2. Unregistered Sales of Equity Securities and Use of ProceedsPurchases of Equity Securities by the issuer and Affiliated Purchasers The following table provides certain information with respect to our purchases of our ADSs during the third fiscal quarter of 2024:PeriodTotal Number of Shares Purchased(1)Average Price Paid per Share(2)Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs(1)Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs(1)July 1 to 31, 2024263,641A \$41.03A 263,641A \$155,484,463A August 1 to 31, 2024859,838A \$47.03A 859,838A \$115,049,219A September 1 to 30, 202483,945A \$44.56A 83,945A \$111,307,372A Total1,207,424A 1,207,424A (1) In February 2024, the board of directors approved an extension of the long-term share repurchase program of up to \$150 million of the Company's outstanding American Depositary Shares to a total of \$630 million. (2) Weighted average price paid per share excludes any broker commissions paid.Item 5. Other InformationTrading PlansOn September 13, 2024, Ryan Damon, the Company's Chief Legal and Transformation Officer, adopted a trading plan to sell up to 51,211 shares of Company stock between December 12, 2024 and May 30, 2025. Mr. Damon's trading plan is intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act and the Company's policies regarding insider transactions.On August 8, 2024, Brian Gleason, the Company's Chief Revenue Officer and President, Retail Media, adopted a trading plan to sell up to 54,720 shares of Company stock between November 8, 2024 and August 8, 2025. Mr. Gleason's trading plan is intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act and the Company's policies regarding insider transactions.During the three months ended September 30, 2024, no other directors or Section 16 officers of the Company adopted or terminated any Rule 10b5-1 trading arrangement or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.46Item 6. ExhibitsExhibit IndexIncorporated by ReferenceExhibitDescriptionSchedule/ FormFileNumberExhibitFileDate10.1Amended and Restated Executive Employment Agreement, between Criteo Corp. and Brian Gleason, effective as of July 1, 202431.1#Certificate of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended 31.2#Certificate of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended 32.1#Certificate of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. A1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, as amended 101.1INSXBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.101.1SCHXBRL Taxonomy Extension Schema Document101.1CALXBRL Taxonomy Extension Calculation Linkbase Document101.1DEFXBRL Taxonomy Extension Definition Linkbase Document101.1LABXBRL Taxonomy Extension Labels Linkbase Document101.1PREXBRL Taxonomy Extension Presentation Linkbase Document104Cover Page Interactive Data File, formatted in Inline XBRL and contained in Exhibit 101.#A A A Filed herewith. \*A A A A Furnished herewith.47SIGNATURES Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized. A CRITEO S.A.A (Registrant)By:/s/ Sarah GlickmanDate: October 30, 2024Name:Sarah GlickmanTitle:A Chief Financial OfficerA (Principal financial officer and duly authorized signatory) 48employmentagreembrian AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT This Amended and Restated Executive Employment Agreement (the "Agreement") is made effective as of July 1, 2024 (the "Effective Date"), by and between Criteo Corp. a Delaware corporation (the "Company") and Brian Gleason (the "Executive") (either party individually, a "Party"; collectively, the "Parties"). WHEREAS, Executive and Company previously executed the offer letter dated February 4, 2022, and effective April 1, 2022 (the "Offer Letter"), and WHEREAS, in connection with the promotion of Executive to Chief Revenue Officer and President, Retail Media on July 1, 2024, the Parties desire to amend and restate the terms of Executive's employment with Company originally set forth in the Offer Letter and enter into this Agreement, including the Appendix attached hereto, the provisions of which are incorporated herein by reference (the "Appendix"), to set forth the terms and conditions of Executive's employment by Company and to address certain matters related to Executive's employment with Company; NOW, THEREFORE, in consideration of the foregoing and the mutual provisions contained herein, and for other good and valuable consideration, the Parties agree as follows: 1. Employment. Company hereby employs Executive, and Executive hereby accepts such employment, upon the terms and conditions set forth herein. 2. Duties. 2.1 Position. Executive is employed in the position set forth in Section 2.1 of the Appendix (the "Position"), and shall have the duties and responsibilities assigned by Company's Chief Executive Officer (the "CEO") as may be reasonably assigned from time to time. Executive shall perform faithfully and diligently all those duties assigned to Executive. 2.2 Standard of Conduct/Full-time. During the term of this Agreement, Executive will act loyally and in good faith to discharge the duties of the Position, and will abide by all policies and decisions made by Company, as well as all applicable laws, regulations or ordinances. Executive will act solely on behalf of Company at all times. Executive shall devote Executive's full business time and efforts to the performance of Executive's assigned duties for Company, unless Executive notifies the CEO in advance of Executive's intent to engage in other paid work and receives the CEO's express written consent to do so. 2.3 Work Location. Executive's principal place of work shall be located in the work location set forth in Section 2.3 of the Appendix or such other location as the parties may agree upon from time to time (the "Primary Work Location"). 3. Recoupment. Bonus, and other incentive and equity compensation paid or provided to Executive, whether pursuant to this Agreement or otherwise, shall be subject to the terms and conditions of such policy of recoupment or claw back of compensation as shall be adopted from time to time by the Company's Board of Directors (the "Board") or its Compensation Committee as it deems necessary or desirable, including for the purpose of complying with the requirements of Section 954 of the Dodd- Frank Wall Street Reform and Consumer Protection Act (providing for recovery of erroneously awarded compensation), Section 304 of the Sarbanes-Oxley Act of 2002 (providing for forfeiture of certain bonuses and profits), and any implementing rules and regulations of the U.S. Securities and Exchange Commission and applicable listing standards of a national securities exchange adopted in accordance with A Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 2 of 21 any such Act (any such policy, the "Additional Clawback Policy") including that certain clawback policy adopted by the Board on October 26, 2023 (as amended from time to time, the "Current Clawback Policy", together with the Additional Clawback Policy, the "Clawback Policy") providing for the Company's recoupment of erroneously awarded incentive-based compensation paid to executive officers under certain circumstances such as an accounting restatement, adopted for the purpose of complying with Rule 10D-1 of the Securities Exchange Act of 1934, as amended, and the applicable listing standards of the Nasdaq Stock Market. Executive shall sign a Clawback Policy Acknowledgement, which is attached as Exhibit A to the Current Clawback Policy. The terms and conditions of the Clawback Policy, including any changes to the Clawback Policy put in place after the date of this Agreement, are hereby incorporated by reference into this Agreement. 4. At-Will Employment. Executive's employment with Company is at-will and not for any specified period and may be terminated at any time, with or without cause (as defined below) or

advance notice, by either Executive or Company subject to the provisions regarding termination set forth below in Section 8. Any change to the at-will employment relationship must be by specific, written agreement signed by Executive and Company, and must be approved by Company's CEO and Board. Nothing in this Agreement is intended to or should be construed to contradict, modify or alter this at-will relationship or the Company's ability to modify Executive's position and duties at any time in its sole and absolute discretion.

5. Compensation. 5.1 Base Salary. As compensation for Executive's performance of Executive's duties hereunder, Company shall pay to Executive a base salary at the annual rate set forth in Section 5.1 of the Appendix (the "Base Salary"), payable in equal monthly installments and in accordance with the normal payroll practices of Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and authorized payroll deductions.

5.2 Equity. Subject to approval by the Board, Company may from time to time grant to Executive various forms of equity awards of, or related to, Company's common stock (the "Equity Awards"), including the specific Equity Awards, if any, specified in Section 5.2 of the Appendix. The Equity Awards will be subject to the terms and conditions of the Criteo S.A. Amended 2016 Stock Option Plan, Criteo S.A. Amended and Restated 2015 Time-Based Restricted Stock Units Plan (the "RSU Plan"), Criteo S.A. Amended and Restated 2015 Performance-Based Restricted Stock Units Plan (the "PSU Plan"), or any other subsequent employee equity plan approved in the future by the Board and, if applicable, Company's stockholders, as designated by the Board (as amended from time to time, each a "Plan" or collectively the "Plans"). The Equity Awards will also be subject to the terms and conditions contained in the applicable forms of award agreement adopted by the Board and shall include certain vesting provisions described in this Agreement and/or in the applicable forms of award agreement.

5.3 Incentive Compensation. Executive will have the opportunity to earn incentive compensation subject to the terms and conditions contained in the Criteo Executive Bonus Plan which is approved by the Board and is subject to amendment from time to time by the Board in its sole and absolute discretion (a "Bonus"), subject to the express provisions, if any, set forth in Section 5.3 of the Appendix. Unless otherwise provided herein, the payment of any Bonus pursuant to this Section 5.3 shall be made in accordance with the normal payroll practices of Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and authorized payroll deductions.

6. Customary Fringe Benefits and Facilities. Executive will be eligible to receive such additional compensation and/or benefits, if any, set forth in Section 5.5 of the Appendix.

6. Customary Fringe Benefits and Facilities. Executive will be eligible for all customary and usual fringe benefits generally available to executives of Company subject to the terms and conditions of Company's benefit plan documents. Notwithstanding Company's policies, Executive shall be entitled to annual paid vacation for the number of weeks set forth in Section 6 of the Appendix. Company reserves the right to change or eliminate the fringe benefits on a prospective basis, at any time, effective upon notice to Executive; provided, however, that during the period of employment under this Agreement, Executive and Executive's spouse and eligible dependents, if any, shall be entitled to receive all benefits of employment generally available to other senior executives of Company and those benefits for which key executives are or shall become eligible, when and as Executive becomes eligible therefore, including, without limitation, group health, life and disability insurance benefits and participation in Company's 401(k) plan.

7. Business Expenses. Executive will be reimbursed for all reasonable and actual, out-of-pocket business expenses incurred in the performance of Executive's duties on behalf of Company. To obtain reimbursement, expenses must be submitted promptly with appropriate supporting documentation in accordance with Company's policies. Any reimbursement Executive is entitled to receive shall (a) be paid no later than the last day of Executive's tax year following the tax year in which the expense was incurred, (b) not be affected by any other expenses that are eligible for reimbursement in any tax year and (c) not be subject to liquidation or exchange for another benefit.

8. Termination of Executive's Employment. 8.1 Termination for Cause. Company may terminate Executive's employment immediately at any time for Cause (as defined below). In the event that Executive's employment is terminated in accordance with this Section, Executive shall be entitled to receive only unpaid Base Salary then in effect, prorated to the date of Executive's termination of employment (the "Termination Date"), together with any amounts to which Executive is entitled pursuant to Section 6 and Section 7 of this Agreement (the "Accrued Rights"). All other Company obligations to Executive pursuant to this Agreement shall be automatically terminated and completely extinguished upon such termination for Cause. Executive shall not be entitled to receive the Severance Benefits described in Sections 8.2 or 9 below.

8.2 Involuntary Termination. In the event of any Involuntary Termination (as defined below), Executive shall be entitled to receive Executive's Accrued Rights. In addition, subject to Section 8.7, Company shall provide Executive with the following (the "Severance Benefits"), and all other Company obligations to Executive pursuant to this Agreement shall be automatically terminated and completely extinguished upon such Involuntary Termination: (a) Cash Severance. Executive shall receive, on the sixtieth (60th) day following the Termination Date, a lump sum cash amount (less all applicable withholdings) equal to the sum of (i) the product of (x) the Months Base Salary Multiplier set forth in Section 8.2(a) of the Appendix and (y) Executive's monthly Base Salary rate as then in effect (without giving effect to any reduction in the Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 4 of 21 Base Salary amounting to Good Reason (as defined below)), (ii) an amount equal to the product of (x) the Annual Bonus Multiplier and (y) Executive's annual Bonus pursuant to Section 5.3 of this Agreement for the calendar year during which the termination occurs, calculated based on the Bonus that would be paid to Executive if Executive's employment had not terminated and if all performance-based milestones were achieved at the 100% level by both Company and Executive, such Bonus to be, solely for the purpose of defining Severance Benefits, and (iii) all Bonus amounts earned for completed performance periods prior to the Termination Date but which otherwise remain unpaid as of the Termination Date. (b) Continued Healthcare. (i) If Executive and Executive's eligible dependents then participating in Company's group health insurance plans timely elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (the "COBRA"), Company shall pay the premiums for such coverage for Executive and Executive's covered dependents through the earlier of (i) the COBRA Coverage Period Termination Date set forth in Section 8.2(b)(i) of the Appendix and (ii) the first date on which Executive and Executive's covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s) (the "COBRA Payment Period"). After Company ceases to pay premiums pursuant to the preceding sentence, Executive may, if eligible, elect to continue healthcare coverage at Executive's expense in accordance with the provisions of COBRA. (ii) Notwithstanding the foregoing, if Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Internal Revenue Code of 1986, as amended (the "Code") or any statute or regulation of similar effect (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended), then in lieu of providing the COBRA premiums, Company, in its sole discretion, may elect to instead pay Executive on the first day of each month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings (such amount, the "Special Severance Payment"), for the remainder of the COBRA Payment Period. Executive may, but is not obligated to, use such Special Severance Payment toward the cost of COBRA premiums. (c) Continuation of Vesting. Notwithstanding anything to the contrary in the applicable Plan, Executive will be entitled to continued vesting of outstanding unvested restricted stock units (the "RSUs") and outstanding unvested performance-based restricted stock units (the "PSUs") as if Executive remained employed with Company for six (6) months following the Termination Date and in the case of PSUs, based on actual performance at the end of the applicable performance year, as determined by the Board in its reasonable discretion), provided that Executive has complied with all aspects of this Agreement including the execution and non-revocation of the Release (as defined below); provided that, in all instances, the free shares relating to any RSUs and PSUs that become vested during the six (6) months following the Termination Date pursuant to this Section 8.2(c) shall be delivered to Executive at the time(s) set forth in the applicable award agreement evidencing such RSUs and PSUs. Executive acknowledges and agrees that any RSUs or PSUs that may become vested pursuant to the terms of this Section 8.2(c) will be subject to a holding period until the second anniversary of the date of grant of the applicable Equity Award, as required by French law and the terms of the RSU Plan and the PSU Plan, as applicable, and that the free shares relating to such vested RSUs or PSUs will be definitively acquired by Executive no earlier than the expiration of the required holding period. The award agreements A Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 5 of 21 pursuant to which Executive's company equity awards are granted shall contain provisions that are consistent with those set forth in this Section 8.2(c).

8.3 Acceleration of Vesting Based upon a Change in Control Followed Involuntary Termination. In the event of (i) a Change in Control and (ii) a subsequent Involuntary Termination that occurs within one year of such Change in Control, the vesting of all then unvested Equity Awards previously granted to Executive shall accelerate to the extent set forth below, provided Executive has complied with all aspects of this Agreement including the execution and non-revocation of the Release. Any unvested RSUs and PSUs shall vest in full; provided, however, that the PSUs shall vest in the amount that would become vested assuming achievement of the target level of performance; and provided further, however, that, in all instances, (x) the provisions of the RSU Plan and PSU Plan which prohibit the acceleration or shortening of the minimum vesting period of one year will continue to apply, such that no RSUs or PSUs granted within the one-year period prior to the Termination Date will vest within one (1) year of grant date (but, in such event, any such unvested RSUs or PSUs will continue to vest as if the executive remained employed with Company for up to twelve (12) months following such Involuntary Termination to enable those unvested shares to also ultimately accelerate and vest under this paragraph), and (y) any PSUs or RSUs that may become so vested pursuant to this Section 8.3 will be subject to a holding period until the second anniversary of the date of grant of the award, as required by French law and the terms of the Plans, as applicable, and the free shares relating to such vested RSUs or PSUs will be definitively acquired by Executive no earlier than the expiration of the required holding period. The award agreements pursuant to which Executive's Company equity awards are granted shall contain provisions that are consistent with those set forth in this Section 8.3.

8.4 Termination upon Disability. Company may terminate Executive's employment with Company at any time following Executive's Disability (as defined below). Upon termination following Disability, Executive shall be entitled to receive Executive's Accrued Rights. In addition, subject to Section 8.7, Company shall provide Executive with the Disability Benefits, if any, set forth in Section 8.4 of the Appendix. All other Company obligations to Executive pursuant to this Agreement shall be automatically terminated and completely extinguished upon such termination. Executive shall not be entitled to receive the Severance Benefits described in Section 8.2 above.

8.5 Termination upon Death. Executive's employment shall terminate automatically upon Executive's death. Upon termination as a result of Executive's death, Executive's estate or designated beneficiaries shall be entitled to receive Executive's Accrued Rights. In addition, Executive's estate or designated beneficiaries shall be entitled to the Death Benefits, if any, set forth in Section 8.5 of the Appendix. All other Company obligations to Executive pursuant to this Agreement shall be automatically terminated and completely extinguished on the date of death. Executive shall not be entitled to receive the Severance Benefits described in Section 8.2 above.

8.6 Voluntary Resignation by Executive. Executive may voluntarily resign from employment with Company for any reason, at any time, on thirty (30) days' advance written notice. In the event of Executive's resignation which is not a Resignation for Good Reason (and thus not an Involuntary Termination), Executive will be entitled to receive only Executive's Accrued Rights. All other Company obligations to Executive pursuant to this Agreement shall be automatically terminated and completely extinguished upon such termination. Executive shall not be entitled to receive the Severance Benefits described in Section 8.2 above.

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8.7 Release and Forfeiture of Severance Benefits. The right of Executive to receive or to retain Severance Benefits pursuant to Section 8 shall be in consideration for, and subject to, (i) execution of and delivery to the Company of a release of claims substantially in the form attached as Exhibit A to this Agreement, as amended from time to time and as necessary to comply with applicable law (the "Release") and lapse of the period for revocation, if any, of the Release on or before the sixtieth (60th) day following the Termination Date without the Release having been revoked and (ii) Executive's continued compliance with the covenants as described in this Agreement, its attachments and exhibits, including those referenced in Section 11 and of this Agreement. In the event that Executive breaches any of such covenants, Company shall have the right to (a) terminate any further provision of Severance Benefits not yet paid or provided, (b) seek reimbursement from Executive for any and all such Severance Benefits previously paid or provided to Executive, (c) recover from Executive all shares of stock of the Company, the vesting of which, was accelerated by reason of the Severance Benefits (or the proceeds therefrom, reduced by any exercise or purchase price paid to acquire such shares), and (d) to immediately cancel all Equity Awards the vesting of which was accelerated by reason of the Severance Benefits.

8.8 Definitions of Certain Terms. Certain capitalized terms not otherwise defined by this Agreement shall have the following meanings: (a) "Cause" means (i) Executive's material breach of this Agreement or of any lawful directive of the Company or Chief Executive Officer; (ii) Executive's continued failure or refusal to perform any of Executive's material duties and responsibilities of Executive's position after written notice; (iii) Executive's dishonesty, fraud or misconduct with respect to the business or affairs of the Criteo group companies which affects the operations or reputation of any of the Criteo group companies; (iv) Executive's indictment, conviction, or entering a plea of guilty or nolo contendere for the commission of a felony or a crime involving material dishonesty; or (v) Executive's failure to adhere to the policies, practices, rules or directives of the Company. Notwithstanding the foregoing, "Cause" to terminate Executive's employment shall not exist unless (a) a written notice has first been delivered to Executive by the Company (the "Cure Notice"), which Cure Notice (1) specifically identifies the event(s) the Board believes constitutes Cause and (2) provides thirty (30) days from the date of such Cure Notice for Executive to cure such circumstances (the "Cure Period") and (b) the Executive has failed to timely cure such circumstances; provided that, with respect to clauses (iii) and (iv) of this paragraph, the Company shall not be required to deliver a Cure Notice and such termination shall be effective immediately upon the delivery of a written notice (the "Cause Termination Notice"). If (other than in the case of clauses (iii) or (iv)) Executive fails to timely cure such circumstances in accordance with the foregoing, the Company may send a Cause Termination Notice to the Executive, in which case Executive's employment with the Company shall thereupon be terminated for Cause. (b) "Change in Control" means, with respect to any Equity Award, a "Change in Control" or similar term as defined by the award agreement or equity-based compensation plan of Company applicable to such Equity Award. (c) "Disability" means a disability as defined by the group long-term disability insurance policy maintained by Company for the benefit of its employees. In the absence of such a policy, "Disability" means Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 120 days.

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(d) "Involuntary Termination" means the occurrence of either (i) termination by Company of Executive's employment with Company for any reason other than Cause or (ii) Executive's Resignation for Good Reason; provided, however that Involuntary Termination shall not include any termination of Executive's employment which is (x) for Cause, (y) a result of Executive's death or Disability, or (z) a result of Executive's voluntary termination of employment which is not a Resignation for Good Reason. Company may terminate Executive's employment with Company without Cause at any time on thirty (30) days' advance written notice to Executive. (e) "Resignation for Good Reason" means the voluntary resignation by Executive from employment with Company within ninety (90) days following the initial existence, without Executive's express written consent, of any of the following conditions (each, a "Good Reason"): (i) the failure by the Company to pay Executive any portion of Executive's salary within ten (10) business days of the date such compensation is due, (ii) any requirement that Executive relocate or work at a location more than thirty five (35) miles from the Company's offices to which the Executive reports to work (excluding reasonable travel requirements attendant to the performance or discharge of Executive's duties), (iii) any material diminution of Executive's duties, responsibilities or authorities as in effect immediately prior to the change, or (iv) a material reduction in salary (other than as a result of incentive- or performance-based compensation) or other material breach of this Agreement by the Company. Notwithstanding the foregoing, "Good Reason" to terminate the Executive's employment shall not exist unless (a) a written notice has first been delivered to the Board by the Executive (the "Good Reason Notice"), which Good Reason Notice (1) specifically identifies the event(s) that the Company believes constitutes Good Reason and (2) provides 30 days from the date of such Good Reason Notice for the Company to cure such circumstances (the "Good Reason Period") and (b) the Company has failed to timely cure such circumstances. If the Company fails to timely cure such circumstances in accordance with the foregoing, Executive may send a notice to the Board that Executive is terminating Executive's employment for Good Reason (the "Good Reason Termination Notice"), in which case Executive's employment shall thereupon be terminated for Good Reason. If any Good Reason Notice shall not have been delivered by Executive within ninety (90) days following the date that Executive becomes aware of the purported existence of a Good Reason event, or any Good Reason Termination Notice shall not have been delivered by Executive within thirty (30) days following the end of the Good Reason Period, then any purported termination of Executive's employment relating to the applicable event shall



not be a termination for Good Reason hereunder and Executive will be deemed to have consented to and forever waived the Good Reason event. If the Company does timely cure or remedy the Good Reason event, then Executive may either resign from Executive's office without Good Reason or Executive may continue in office subject to the terms of this Agreement. 9. Golden Parachute Payments. 9.1 In the event that any of the severance payments and other benefits provided by this Agreement or otherwise payable to Executive (i) constitute parachute payments within the meaning of Section 280G of the Code and (ii) but for this Section, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Executive's severance payments and benefits under this Agreement or otherwise shall be payable either (a) in full, or (b) in such lesser amount which would result in no portion of such severance payments or benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive, on an after-tax basis, of the greatest amount of severance payments and benefits under this Agreement or otherwise, notwithstanding that all or some portion of such severance payments or benefits may be taxable under Section 4999 of the Code. Any reduction in the severance payments and benefits required by this Section will be made in the following order: (i) reduction of cash payments; (ii) reduction of accelerated vesting of equity awards other than any stock options; (iii) reduction of accelerated vesting of any stock options; and (iv) reduction of other benefits paid or provided to Executive. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. 9.2 The professional firm engaged by Company for general tax purposes as of the day prior to the date of the event that might reasonably be anticipated to result in severance payments and benefits that would otherwise be subject to the Excise Tax will perform the foregoing calculations. If the tax firm so engaged by Company is serving as accountant or auditor for the acquiring company, Company will appoint a nationally recognized tax firm to make the determinations required by this Section. Company will bear all expenses with respect to the determinations by such firm required to be made by this Section. Company and Executive shall furnish such tax firm such information and documents as the tax firm may reasonably request in order to make its required determination. The tax firm will provide its calculations, together with detailed supporting documentation, to Company and Executive as soon as practicable following its engagement. Any good faith determinations of the tax firm made hereunder will be final, binding and conclusive upon Company and Executive. 9.3 As a result of the uncertainty in the application of Sections 409A, 280G or 4999 of the Code at the time of the initial determination by the professional firm described in Section 9.2, it is possible that the Internal Revenue Service (the "IRS") or other agency will claim that an Excise Tax greater than that amount, if any, determined by such professional firm for the purposes of Section 9.1 is due (the "Additional Excise Tax"). Executive will notify Company in writing of any claim by the IRS or other agency that, if successful, would require payment of Additional Excise Tax. Executive and Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to payments made or due to Executive. Company shall pay all reasonable fees, expenses and penalties of Executive relating to a claim by the IRS or other agency. In the event it is finally determined that a further reduction would have been required under Section 9.1(b) to place Executive in a better after-tax position, Executive shall repay Company such amount within thirty (30) days thereof in order to effect such result. 10. No Conflict of Interest. During the term of Executive's employment with Company, Executive must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Company. If the Board reasonably believes such a conflict exists during the term of this Agreement, the Board may ask Executive to choose to discontinue the other work or resign employment with Company. 11. Protective Covenants Agreement. Executive agrees to read, sign and abide by Company's Protective Covenants Agreement attached as Exhibit B, which is incorporated herein by reference. 12. Agreement to Mediate and Arbitrate. In the event a dispute arises in connection with this Agreement, Company and Executive agree to submit the dispute to non-binding mediation, with the Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 9 of 21 mediator to be selected and compensated by Company. In the event a resolution is not reached through mediation, then, to the fullest extent permitted by law, Executive and Company agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the employment relationship between Company and Executive and any disputes upon termination of employment, including but not limited to breach of contract, tort, discrimination, harassment, wrongful termination, demotion, discipline, failure to accommodate, family and medical leave, compensation or benefits claims, constitutional claims; and any claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. Claims for breach of Company's Protective Covenants Agreement, workers' compensation, unemployment insurance benefits and Company's right to obtain injunctive relief are excluded. For the purpose of this agreement to arbitrate, references to Company include all parent, subsidiary or related entities and their employees, supervisors, officers, directors, agents, pension or benefit plans, pension or benefit plan sponsors, fiduciaries, administrators, affiliates and all successors and assigns of any of them, and this Agreement shall apply to them to the extent Executive's claims arise out of or relate to their actions on behalf of Company. 12.1 Initiation of Arbitration. Either Party may exercise the right to arbitrate by providing the other Party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other Party of the substance of such claims. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations. 12.2 Arbitration Procedure. The arbitration will be conducted in New York, New York by a single neutral arbitrator and in accordance with the then current rules for resolution of employment disputes of the American Arbitration Association (the "AAA"). The parties are entitled to representation by an attorney or other representative of their choosing. The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the State of California, and only such power, and shall follow the law. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof. 12.3 Costs of Arbitration. Each Party shall bear one half the cost of the arbitration filing and hearing fees, and the cost of the arbitrator. 13. Successors. 13.1 Company's Successors. Any successor to Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation, redemption or otherwise) to all or substantially all of Company's business and/or assets (a "Successor") shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any Successor becomes bound by the terms of this Agreement by operation of law. 13.2 Executive's Successors. The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. 14. Notice. Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 10 of 21 14.1 General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered (email being sufficient) or one day following mailing via Federal Express or similar overnight courier service. In the case of Executive, mailed notices shall be addressed to Executive at Executive's home address that Company has on file for Executive. In the case of Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Chief Executive Officer. 14.2 Notice of Termination. Any termination by Company for Cause or by Executive pursuant to a Resignation for Good Reason shall be communicated by a notice of termination to the other Party hereto given in accordance with Section 14.1 of this Agreement. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the termination date, consistent with the requirements of this Agreement. The failure by Executive to include in the notice any fact or circumstance that contributes to a showing of the existence of Good Reason shall not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing Executive's rights hereunder. 15. Compliance with Section 409A of the Code. The parties intend that this Agreement (and all payments and other benefits provided under this Agreement) be exempt from the requirements of Section 409A of the Code and the regulations and ruling issued thereunder (collectively "Section 409A"), to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the involuntary separation pay plan exception described in Treasury Regulation Section 1.409A-1(b)(9)(iii), or otherwise. To the extent Section 409A is applicable to such payments, the parties intend that this Agreement (and such payments and benefits) comply with the deferral, payout and other limitations and restrictions imposed under Section 409A. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with such intentions. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement to the contrary: 15.1 Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent any payments or benefits payable under this Agreement on account of Executive's termination of employment constitute a deferral of compensation subject to Section 409A of the Code, no amount payable pursuant to this Agreement shall be paid unless and until Executive has incurred a separation from service within the meaning of Section 409A. Furthermore, to the extent that Executive is a specified employee within the meaning of Section 409A (determined using the identification methodology selected by Company from time to time, or if none, the default methodology) as of the date of Executive's separation from service, no amount that constitutes a deferral of compensation which is payable on account of Executive's separation from service shall be paid to Executive before the date of the "Delayed Payment Date" which is first day of the seventh month after the date of Executive's separation from service or, if earlier, the date of Executive's death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date without interest. 15.2 Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 11 of 21 15.3 With regard to any provision in this Agreement that provides for reimbursement of expenses or in-kind benefits, except for any expense, reimbursement or in-kind benefit provided pursuant to this Agreement that does not constitute a deferral of compensation, within the meaning of Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be deemed to be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect, and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred. 15.4 Company intends that income provided to Executive pursuant to this Agreement will not be subject to taxation under Section 409A of the Code. However, Company does not guarantee any particular tax effect for income provided to Executive pursuant to this Agreement. 16. General Provisions. 16.1 Unfunded Obligation. Any amounts payable to Executive pursuant to this Agreement are unfunded obligations. Company shall not be required to segregate any monies from its general funds, or to create any trusts, or establish any special accounts with respect to such obligations. Company shall retain at all times beneficial ownership of any investments, including trust investments, which Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any account shall not create or constitute a trust or fiduciary relationship between the Board or Company and Executive, or otherwise create any vested or beneficial interest in Executive or Executive's creditors in any assets of Company. 16.2 No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment or benefit contemplated by this Agreement by seeking employment with a new employer or otherwise, nor shall any such payment or benefit be reduced by any compensation or benefits that 16.3 Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of Company (other than Executive). No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time. 16.4 Attorneys' Fees. In any dispute relating to this Agreement, the losing Party shall pay the attorneys' fees of the prevailing Party in addition to its own attorneys' fees. Any reimbursement of attorneys' fees to which Executive is entitled and which are treated for federal income tax purposes as compensation shall (a) be paid no later than the last day of Executive's tax year following the tax year in which the expense was incurred, (b) not be affected by any other expenses that are eligible for reimbursement in any tax year and (c) not be subject to liquidation or exchange for another benefit. 16.5 Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes. Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 12 of 21 16.6 Choice of Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to any conflict of law principles. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the Parties that is not subject to arbitration pursuant to Section 12, the parties hereby submit to and consent to the jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of New York, New York, or the federal courts of the United States for the Southern District of New York, and no other courts. 16.7 Severability. In the event any provision of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby. 16.8 Benefits Not Assignable. Except as otherwise provided herein or by law, no right or interest of Executive under this Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, and no attempted transfer or assignment thereof shall be effective. No right or interest of Executive under this Agreement shall be liable for, or subject to, any obligation or liability of Executive. 16.9 Further Assurances. From time to time, at Company's request and without further consideration, Executive shall execute and deliver such additional documents and take all such further action as reasonably requested by Company to be necessary or desirable to make effective, in the most expeditious manner possible, the terms of this Agreement and the Release, and to provide adequate assurance of Executive's due performance thereunder. 16.10 Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing Company, but Executive has participated in the negotiation of its terms. Furthermore, Executive acknowledges that Executive has had an opportunity to review and revise the Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. 16.11 Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. 17. Entire Agreement. This Agreement, together with the Plan and any agreement evidencing an Equity Award described in Section 5.2, the Executive Bonus Plan described in Section 5.3, the Appendix attached hereto, the Form of Confidential Separation and Release Agreement attached hereto as Exhibit A and the Protective Covenants Agreement attached hereto as Exhibit B, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of Executive and the Company. No oral waiver, amendment or modification will be effective under any circumstances whatsoever. Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 13 of 21 [The remainder of this page is intentionally left blank] Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Amended and Restated Executive Employment Agreement Page 14 of 21 THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW. EXECUTIVE Dated: 2024-09-28 /s/ Brian Gleason Brian Gleason Fairfield, CT ADDRESS COMPANY 2024-09-28 Dated: By: /s/ Ryan Damon Ryan Damon Chief Legal and Transformation Officer [Signature Page to Amended and Restated Executive Employment Agreement] Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 APPENDIX TO AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT This Appendix to Amended and Restated Executive Employment Agreement forms a part of the Amended and Restated Executive Employment Agreement (the "Agreement") between Criteo Corp., a Delaware corporation (the "Company") and Brian Gleason (the "Executive") made effective as of July 1, 2024. Section references below refer to sections of the Agreement. Section 2.1 Executive is employed as Chief Revenue Officer and President, Retail Media Section 2.3 Executive's work location is New York, NY.



Section 5.1 Executive's annual base salary of \$75,000 effective July 1, 2024. Section 5.2 Subject to the review and absolute discretion of the Criteo S.A. Compensation Committee and Board of Directors (the "Board"), Executive will receive the following Equity grants: financial performance-based stock units (the "Financial PSUs") with a grant date fair market value equal to \$600,000, as determined in the Board's discretion. Performance metrics attached to your PSU grant will be determined by the Board at the time the Board determines the 2025 Financial PSU metrics for the Criteo executive team, currently planned for Q1 2025. The PSUs will be subject to Criteo S.A.'s then current Performance-Based Free Share/Restricted Stock Units Plan; and will vest according to the following schedule: 2/3 of the PSUs (earned at the end of the one year PSU measurement period end of 2025) will vest on the second anniversary of the grant date, with the remaining PSUs vesting on the third anniversary of the grant date. Vesting PSUs are contingent on Executive's continued employment with the Company. If Executive leaves the Company after the first anniversary of the grant date of Executive's PSUs but prior to the second anniversary of the grant date of Executive's PSUs, Executive will still receive 1/3 of Executive's earned PSUs on the second anniversary of the grant date. Section 5.3 The target annual bonus is 100% of Base Salary. For 2024, Executive's Bonus will be calculated using Executive's actual base salary earned during the period of January 1, 2024 to June 30, 2024 and Executive's new base salary set forth in Section 5.1 above effective July 1, 2024 for the period thereafter. Section 5.5 N/A Section 6 Executive will be eligible to accrue twenty (20) vacation days per year. Executive accrues up to 1.5 times Executive's applicable annual accrual rate (the "Accrual Cap"). Once Executive reaches the Accrual Cap, Executive will cease accruing vacation until Executive uses days and takes Executive's available balance below the Accrual Cap. Additional time off (floating days, Criteo holidays, summer days, sick time, etc.) are covered in a Paid Time Off policy to be provided separately. A Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 Section 8.2(a) Executive's Months Base Salary Multiplier is twelve (12). Executive's Annual Bonus Multiplier is one (1) for the first year of employment. Section 8.2(b)(i) Executive's COBRA Coverage Termination Date is the 12th month following the Termination Date. Section 8.4 Disability Benefits shall be as provided by the Company to similarly situated employees Section 8.5 N/A Section Error! Reference source not found. N/A/s/ Brian Gleason

Executive Signature 2024-09-28 2024-09-28 Date END OF APPENDIX s/ Ryan Damon Company Authorized Signature A Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 EXHIBIT A FORM OF CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT This Confidential Separation and Release Agreement (the "Agreement") is between (the "Employee") and Criteo Corp. (the "Company") (hereinafter the "parties"), and is entered into as of. This Agreement will not become effective until the expiration of seven (7) days from Employee's execution of this Agreement (the "Effective Date"). WHEREAS, Employee has been employed by Company as and is a party to that certain Amended and Restated Executive Employment Agreement dated, as amended by and between Company and Employee as then in effect immediately prior to the Effective Date (the "Employment Agreement"); WHEREAS, the Employee's employment with Company was terminated effective as of, 20 (the "Termination Date"); WHEREAS, Company and Employee desire to avoid disputes and/or litigation regarding Employee's termination from employment or any events or circumstances preceding or coincident with the termination from employment; and WHEREAS, Company and Employee have agreed upon the terms on which Employee is willing, for sufficient and lawful consideration, to compromise any claims known and unknown which Employee may have against Company. WHEREAS, the parties desire to settle fully and finally, in the manner set forth herein, all differences between them which have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but in no way limited to, any and all claims and controversies arising out of the employment relationship between Employee and Company, and the termination thereof; NOW, THEREFORE, in consideration of these recitals and the promises and agreements set forth in this Agreement, Employee's employment with Company will terminate upon the following terms: 1. General Release: Employee for himself or herself and on behalf of Employee's attorneys, heirs, assigns, successors, executors, and administrators IRREVOCABLY AND UNCONDITIONALLY RELEASES, ACQUITS AND FOREVER DISCHARGES Company and any current or former stockholders, employee, officer, directors, parent, subsidiary, affiliated, and related corporations, firms, associations, partnerships, and entities, and their successors and assigns, from any and all claims and causes of action whatsoever, whether known or unknown or whether connected with Employee's employment by Company or not, which may have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but not limited to, any claim or cause of action arising out of any contract, express or implied, any covenant of good faith and fair dealing, express or implied, any tort (whether intentional or released in this agreement), or under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification (WARN) Act, the Older Workers Benefit Protection Act, or any other municipal, local, state, or federal law, common or statutory. A Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 2. Covenant Not to Sue: Employee also COVENANTS NOT TO SUE, OR OTHERWISE PARTICIPATE IN ANY ACTION OR CLASS ACTION against Company or any of the released parties based upon any of the claims released in this Agreement. 3. Severance Terms: Upon the expiration of seven (7) days from Employee's execution of this Agreement and provided that this Agreement has become effective in accordance with its terms, in consideration for the promises, covenants, agreements, and releases set forth herein and in the Employment Agreement, Company agrees to pay Employee the Severance Benefits as defined in and pursuant to the Employment Agreement (the "Severance Benefits"). 4. Right to Revoke: Employee may revoke this Agreement by notice to Company, in writing, received within seven (7) days of the date of its execution by Employee (the "Revocation Period"). Employee agrees that Employee will not receive the benefits provided by this Agreement if Employee revokes this Agreement. Employee also acknowledges and agrees that if Company has not received from Employee notice of Employee's revocation of this Agreement prior to the expiration of the Revocation Period, Employee will have forever waived Employee's right to revoke this Agreement, and this Agreement shall thereafter be enforceable and have full force and effect. 5. Acknowledgement: Employee acknowledges and agrees that: (A) except as to any Severance Benefits which remain unpaid as of the date of this Agreement, no additional consideration, including salary, wages, bonuses or Equity Awards as described in the Employment Agreement, is to be paid to Employee by Company in connection with this Agreement; (B) except as provided by this Agreement, Employee has no contractual right or claim to the Severance Benefits; and, (C) payments pursuant to this Agreement shall terminate immediately if Employee breaches any of the provisions of this Agreement. 6. Non-Admissions: Employee acknowledges that by entering into this Agreement, Company does not admit, and does specifically deny, any violation of any local, state, or federal law. 7. Confidentiality: Employee agrees that Employee shall not directly or indirectly disclose the terms, amount or fact of this Agreement to anyone other than Employee's immediate family or counsel, bankers or financial advisors, except as such disclosure may be required for accounting or tax reporting purposes or as otherwise may be required by law. 8. Nondisparagement: Each party agrees that it will not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices or conduct of the other party including, in the case of Company, its employees, directors and stockholders. 9. Acknowledgement of Restrictions; Confidential Information: Employee acknowledges and agrees that Employee has continuing non-competition, non-solicitation and non-disclosure obligations under the Employment Agreement and the Protective Covenants Agreement between Employee and Company. Employee acknowledges and reaffirms Employee's obligation to continue abide fully and completely with all post-employment provisions of the Protective Covenants Agreement and agrees that nothing in this Agreement shall operate to excuse or otherwise relieve Employee of such obligations. 10. Permitted Disclosures: Pursuant to 18 U.S.C. § 1833(b), the Employee understands that Employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document A Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 that is filed under seal in a lawsuit or other proceeding. The Employee understands that if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding if Employee (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that the Employee has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement that the Employee has with the Company shall prohibit or restrict Employee from making any voluntary disclosure of information or documents concerning possible violations of law to any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Company. 11. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and/or construed in remaining part to the full extent allowed by law, with the remaining provisions of this Agreement continuing in full force and effect. 12. Entire Agreement: This Agreement, along with the Employment Agreement and the Protective Covenants Agreement which are referred to above, constitute the entire agreement between the Employee and Company, and supersede all prior and contemporaneous negotiations and agreements, oral or written. This Agreement cannot be changed or terminated except pursuant to a written agreement executed by the parties. Notwithstanding the foregoing, neither this Agreement nor the Employment Agreement shall apply to, modify or in any way supersede obligations arising from any of (i) the terms of directors and officers insurance or (ii) any indemnification agreement for the benefit of the Employee as a result of the Employee's position as a director or officer of the Company or one of its affiliates. 13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except where preempted by federal law. 14. Statement of Understanding: By executing this Agreement, Employee acknowledges that (a) Employee has had at least twenty-one (21) or forty-five (45) days, as applicable in accordance with the Age Discrimination in Employment Act, as amended, to consider the terms of this Agreement and has considered its terms for such a period of time or has knowingly and voluntarily waived Employee's right to do so by executing this Agreement and returning it to Company; (b) Employee has been advised by Company to consult with an attorney regarding the terms of this Agreement; (c) Employee has consulted with, or has had sufficient opportunity to consult with, an attorney of Employee's own choosing regarding the terms of this Agreement; (d) any and all questions regarding the terms of this Agreement have been asked and answered to Employee's complete satisfaction; (e) Employee has read this Agreement and fully understands its terms and their import; (f) except as provided by this Agreement, Employee has no contractual right or claim to the benefits and payments described herein; (g) the consideration provided for herein is good and valuable; and (h) Employee is entering into this Agreement voluntarily, of Employee's own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever. A Docusign Envelope ID: CB00C1AC-FDA5-47EF-930C-28FE5DADB668 EXHIBIT B [Protective Covenants Agreement] A Document Exhibit 31.1 Certification by the Chief Executive Officer pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 I, Megan Clarken, certify that: 1. I have reviewed this quarterly report on Form 10-Q of Criteo S.A.; 2. I am a Director of Criteo S.A.; 3. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; 4. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report; 5. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have: (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and 5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions): (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting. Date: October 30, 2024 I, Sarah Clarken, certify that: 1. I have reviewed this quarterly report on Form 10-Q of Criteo S.A.; 2. I am a Director of Criteo S.A.; 3. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; 4. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report; 5. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have: (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter

Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Quarterly Report), irrespective of any general incorporation language contained in such filing.