



**CASE 19/0054F**

**META'S COMMITMENTS**

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**1. PRELIMINARY OBSERVATIONS**

- 1.1. These Commitments are presented on the basis of Articles L. 464-2 I and R. 464-2 of the French Commercial Code, by the following companies:
- Meta Platforms Inc., a company incorporated under the laws of the United States, headquartered at 1601 Willow Road Menlo Park 99404 California, United States;
  - Meta Platforms Ireland Ltd, a company incorporated under the laws of the Republic of Ireland, headquartered at 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Dublin, Ireland; and
  - Facebook France, a *société à responsabilité limitée à associé unique* registered in the Paris company register under SIRET number 530 085 802 00037, headquartered at 6 rue Ménars, 75002 Paris.
- 1.2. The Commitments are offered by Meta (as defined below), without prejudice to any of its rights, for the sole purpose of responding, in an appropriate, realistic, proportionate and verifiable manner, and pursuant to the above-mentioned provisions, to the Competition concerns (as defined below) in the context of case 19/0054F and to enable the FCA to close case 19/0054F entirely by endorsing the Commitments.
- 1.3. These Commitments do not imply any acknowledgement on Meta's part:
- (i) of either the relevance of the analysis in the preliminary assessment note of the definition of the relevant market or Meta's position; or
  - (ii) of the accuracy of the complaint or the materiality of the alleged facts, or, *a fortiori*, of the existence of any infringement of competition law nor breach of any legal rule of any nature whatsoever, or any liability whatsoever in connection with the practices and facts set out in the Competition concerns.
- 1.4. The Commitments are presented without prejudice to the position that may be expressed by Meta in any other administrative or judicial proceedings.



## 2. DEFINITIONS

2.1. For the purposes of these Commitments, the terms set out below shall have the following meanings:

**A/B Test:** A test used to objectively compare the relative performances of different products and variables within one or several advertising campaigns against the advertisers' business goals.

**Ad API:** All APIs provided by Meta for the purpose of advertising on Meta's Ad-Supported Services, as defined hereinafter, currently named Marketing API. For illustration purposes, further information on Ad APIs can be found in the developers documentation on the date of the Commitments at [https://developers.facebook.com/docs/marketing-apis/?locale=fr\\_FR](https://developers.facebook.com/docs/marketing-apis/?locale=fr_FR).

**AdTech MBP Badge:** Accreditation available to AdTech MBP Partners meeting AdTech MBP Performance Criteria applicable to the AdTech MBP Badge as defined by Meta in paragraph 4.1.3. below, conferring in particular (i) the right to display the AdTech MBP Badge logo in their online and offline marketing materials, and to be included in the partner directory, (available on the date of the Commitments at <https://www.facebook.com/fmp/adtech/partner-directory>), as well as (ii) access to dedicated technical support on the functioning of Meta's APIs.

**AdTech MBP Compliance and Due Diligence Check:** Compliance and due diligence check conducted by or on behalf of Meta of (i) any AdTech MBP Programme applicant or (ii) any existing AdTech MBP Partner already benefiting from the AdTech MBP Program, aimed at assessing the integrity of the AdTech MBP Programme applicant or AdTech MBP Partner. For the avoidance of doubt, the enforcement of Meta Terms and Policies does not in itself constitute a criterion of the AdTech MBP Compliance and Due Diligence Check within the meaning of the Commitments.

**AdTech MBP Partner:** AdTech Services provider admitted to the AdTech MBP Programme by Meta and therefore holding the AdTech MBP Status (and, as the case may be, the AdTech MBP Badge).

**AdTech MBP Performance Criteria:** has the meaning defined in paragraphs 4.1.2. and 4.1.3. below, subject to any AdTech MBP Performance Criteria Amendment, for the purposes of obtaining and retaining the AdTech MBP Status and the AdTech MBP Badge.

**AdTech MBP Performance Criteria Amendment:** Any change to the Commitments provided for in paragraphs 4.1.2. and 4.1.3. below defining the AdTech MBP Performance Criteria, including the addition of a new AdTech MBP Performance Criterion and the revision of an existing AdTech MBP Performance Criterion, as well as any change to the definitions provided for in paragraph 2.1. relating to Material API Spend, Qualifying Spend or Qualifying Placements.

**AdTech MBP Performance Criteria Amendment Communication** has the meaning defined in paragraph 4.2.5.



**AdTech MBP Performance Criteria Description:** Informative description of the applicable AdTech MBP Performance Criteria and the concepts used therein, available on the AdTech MBP Programme Website, including, notably, the types of Meta optimisation goals excluded or placements eligible for the AdTech MBP Performance Criteria, in reference to terms commonly used on Meta’s *Ads Manager* and in the publicly available Ad API documentation for developers, as well as examples of best practices to meet the relevant AdTech MBP Performance Criteria.

**AdTech MBP Program:** Partnership programme currently known as “Meta Business Partner” corresponding to the former “Facebook Marketing Partner”, for the Advertising Technology speciality, which makes it possible to benefit from the AdTech MBP Status and, if applicable, the AdTech MBP Badge. If the name or the content of this programme were to be modified during the Commitments Period, such modification shall bear no consequence on the implementation of the Commitments.

**AdTech MBP Programme Application Information:** Information required in order to submit a complete application to the AdTech MBP Status and/ or to the AdTech MBP Badge, including the user’s name and email address, the AdTech Services provider’s corporate name and consent to the AdTech MBP Programme Policies, the name of the Business Manager account and identifier (“Business\_ID”) it wishes to link to the AdTech MBP Status or to the AdTech MBP Badge, without prejudice to the possibility of modifying this definition, as provided for in paragraph 4.3.2. Only verified Business Manager accounts may be linked to the AdTech MBP Badge. Further information on account verification can be found on the date of the Commitments at: <https://www.facebook.com/business/help/1095661473946872>.

**AdTech MBP Programme Commitments** has the meaning defined in paragraph 3.1.

**AdTech MBP Programme Policies:** Specific policies applicable to AdTech MBP Partners and AdTech MBP Programme applicants, without prejudice to their application to other companies applying to, or admitted by Meta in other specialities in the partnership programme currently known as “Meta Business Partner”. For illustration purposes, the AdTech MBP Programme Policies are available on the date of the Commitments at <https://www.facebook.com/business/marketing-partners/become-a-partner/fmp-product-policies>.

**AdTech MBP Programme Simplified Eligibility Notification** has the meaning defined in paragraph 4.1.4.

**AdTech MBP Programme Website:** Meta’s website on the AdTech MBP Programme, including, notably, the AdTech MBP Performance Criteria Description and the Non-Compliance Reasons. For illustration purposes, on the date of the Commitments, the AdTech MBP Programme Website is available at the following address (and any sub-page address of that address) <https://www.facebook.com/business/marketing-partners/become-a-partner/fmp-product-policies>.

**AdTech MBP Removal Notice** has the meaning defined in paragraph 4.4.7.

**AdTech MBP Status:** Membership of the AdTech MBP Programme, granted to AdTech MBP Partners (whether or not they also hold an AdTech MBP Badge) that meet



the AdTech MBP Performance Criteria applicable to the AdTech MBP Status, as defined by Meta in paragraph 4.1.2. below. The AdTech MBP Status notably confers access to resources that help AdTech MBP Partners innovate and improve the quality of their services to the benefit of advertisers, including, in particular, (i) documentation and presentations which enable them to make the best use of the various features of the Ad APIs and to present the latest Meta advertising solutions and best practices to their clients, (ii) online self-guided and/or direct trainings and (iii) self-service and chat operational support.

**AdTech Services**: Technology-oriented services offered to advertisers in connection with the creation, planning, optimisation and programmatic management of their online advertising campaigns.

**API**: Acronym for “Application Programming Interface”, which is a programming interface that allows two programs or software to interact with one another by connecting in order to exchange data.

**Commercial Communication Training** has the meaning defined in paragraph 5.1.1.

**Commercial Communication Training Commitment** has the meaning defined in paragraph 3.1.

**Commitments**: Commitments set out in this document, to the exclusion of any other contractual or extracontractual document, and to the exclusion of any interpretation of the Commitments that could be made in any other document.

**Commitments Effective Date**: Three (3) months from Notification of the Decision.

**Commitments Period**: has, for each Commitment, the meaning defined in paragraph 3.1.

**Communications**: AdTech MBP Performance Criteria Amendment Communication, as defined above, as well as any other communication from Meta to AdTech Services providers the monitoring trustee considers necessary for the proper conduct of its assignment and of which it may request a copy.

**Competition concerns**: Competition concerns set out by the FCA’s investigation services in their preliminary assessment note and communicated to Meta on 8 April 2021 in accordance with Article R. 464-2 of the French Commercial Code in the context of case 19/0054F.

**Decision**: FCA decision rendering the Commitments legally binding and terminating proceedings 19/0054 F.

**Dynamic Ads**: (a) An advertising solution provided by Meta using the information from the advertiser’s catalogue and the information collected on the advertiser’s website or app to create a personalised ad, as presented in greater detail on the date of the Commitments at <https://www.facebook.com/business/help/397103717129942>, as well as (b) any future advertising solution developed by Meta during the Recommendation Functionality Commitments Period which uses the information from an advertiser’s



catalogue and the information collected on the advertiser's website or app to create a personalised ad aimed at obtaining a direct response from the user, and the adoption of which by advertisers on Meta would lead to an average decrease of at least 25% in the use of the advertising solution referred to in (a) over a period of six (6) months.

**Favourable Opinion:** Opinion that has the meaning defined in paragraph 6.2.3. and to which the Methodology of the Recommendation Functionality Use Tests will be attached.

**FCA:** French Competition Authority.

**Material API Spend:** Amount of spend generated on Ad APIs at the campaign, ad set or ad level attributable to the AdTech Services provider. This amount takes into account meaningful modifications and adjustments made via API calls, such as creating the 'ad' or updating a key element of the ad such as 'set up' or 'creative'. This amount excludes API spend that just reads calls for reporting, empty calls, or write calls which have no impact on the delivery or appearance of an ad.

**Meta:** The companies referred to in paragraph 1.1. of these Commitments. If the name of these companies were to be modified during the Commitments Period, such modification shall bear no consequence on the responsibility of these companies to implement and abide by the Commitments until their end.

**Meta Ad-Supported Services:** the "Facebook" branded website and mobile app, including the "Facebook Messenger" service, the "Instagram" branded website and mobile app and the "Meta Audience Network" service. A change in the name of these services during the Commitments Period shall not have any consequence on the content of the Commitments until their end.

**Meta Terms and Policies:** General terms and policies applicable to Meta users such as Meta's Terms of Service, Platform Policy, Data Policy and Advertising Policies, which is available for illustration purposes on the date of the Commitments at [https://www.facebook.com/policies\\_center/](https://www.facebook.com/policies_center/).

**Methodology of the Recommendation Functionality Use Tests** has the meaning defined in paragraph 6.3.4.

**Monthly Review:** Analysis of the performances of AdTech MBP Partners that hold the AdTech MBP Badge against the AdTech MBP Performance Criteria, conducted once a month throughout the Commitments Period, leading to their being placed in the Probation Period in the event of failure to meet these criteria on any day of the previous month.

**Non-compliance Notification** has the meaning defined in paragraph 4.3.6.

**Non-compliance Reasons:** Reasons considered during the AdTech MBP Compliance and Due Diligence Checks including (i) misuse of the AdTech MBP Partner title, including the premature and therefore abusive use of the AdTech MBP Badge and/ or logo, (ii) any misrepresentation of the partner relationship with Meta, (iii) alteration of the AdTech MBP Badge image, logo or hyperlink, (iv) change of control of the provider,



(v) lack of valid assets (Business Manager applications and accounts), and (vi) an excessive degree of deactivated advertising accounts (greater than 2.75%).

**Notification of the Decision:** Date on which Meta receives official notification of the Decision.

**Notification to the Monitoring Trustee:** Notification informing the monitoring trustee of a decision made by Meta pursuant to the Commitments.

**Notification to Providers:** Recommendation Functionality Eligibility Notifications, AdTech MBP Programme Simplified Eligibility Notifications, Non-compliance Notifications, Probation Notices, Recommendation Functionality Removal Notices, AdTech MBP Removal Notices, as defined hereinafter.

**Optimisation Goals available on the Recommendation Functionality:** The optimisation goals `offsite_conversions`,<sup>1</sup> `link_clicks`,<sup>2</sup> `app_installs`,<sup>3</sup> `value`,<sup>4</sup> `landing_page_views`<sup>5</sup> and `lead_generation`,<sup>6</sup> among which the AdTech MBP Partner who has access to the Recommendation Functionality may choose during the Recommendation Functionality Commitments Period, without prejudice to the addition by Meta of other optimisation goals that are technically compatible with the Recommendation Functionality.

**Partner Center:** Interface made accessible to AdTech MBP Partners by Meta enabling AdTech MBP Partners to view and track their performance against the AdTech MBP Performance Criteria and access dedicated resources, including dedicated technical support.

**Probation Notice** has the meaning defined in paragraph 4.4.2.

**Probation Period** has the meaning defined in paragraph 4.4.1.

**“Products” Catalogue:** A container set up by the advertiser or the AdTech Services provider for the “product” type inventory which gathers information on the products advertisers wish to advertise.

**Qualifying Placements:** Ratio of Material API Spend with at least four (4) different placements chosen by the AdTech MBP Partner on Meta Ad-Supported Services, excluding right column, or with automatic placements.

**Qualifying Spend:** Ratio of Material API Spend allocated towards optimisation goals and available at any time during the Commitments Period, to the exception of the

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<sup>1</sup> This goal consists of optimising ads for people more likely to make a conversion on the advertiser’s website.

<sup>2</sup> This goal consists of optimising ads for people more likely to click on the ad link.

<sup>3</sup> This goal consists of optimising ads for people more likely to install the advertiser’s app.

<sup>4</sup> This goal consists of optimising ads for a maximum total purchase value within the specified attribution window.

<sup>5</sup> This goal consists of optimising ads for people more likely to click on and load the landing page chosen by the advertiser.

<sup>6</sup> This goal consists of optimising ads for people more likely to complete a form ad.





following excluded optimisation goals: event\_responses,<sup>7</sup> post\_engagement,<sup>8</sup> page\_likes,<sup>9</sup> visit\_instagram\_profile,<sup>10</sup> quality\_lead<sup>11</sup> and engaged\_users.<sup>12</sup>

**Recommendation Functionality**: (a) interface which enables eligible AdTech MBP Partners to interact with Dynamic Ads by transmitting: (i) individualised requests for product recommendations based on an approved catalogue of products uploaded by the relevant AdTech MBP Partner and/or (ii) user-level bid adjustments by means of a bid multiplier between 0.1 and 100 at the level of users of Meta Ad-Supported Services, in each case in connection with advertising campaigns using the “Products” Catalogue on Dynamic Ads on Meta Ad-Supported Services and optimised for an Optimisation Goal available on the Recommendation Functionality, or (b) any future interface which enables eligible AdTech MBP Partners to interact with Dynamic Ads and the corresponding “Products” Catalogue by transmitting individualised requests for product recommendations and/or user-level bid adjustments for Dynamic Ads advertising campaigns that Meta may develop during the Recommendation Functionality Commitments Period. A change in the name of Dynamic Ads, the “Products” Catalogue or the Optimisation Goals available on the Recommendation Functionality during the Recommendation Functionality Commitments Period shall not have any consequence on the content of the Commitments until their end.

**Recommendation Functionality Access Criteria** has the meaning defined in paragraph 6.1.1.

**Recommendation Functionality Access Removal** has the meaning defined in paragraph 6.4.1.

**Recommendation Functionality Access Retainment Criteria** has the meaning defined in paragraph 6.1.4.

**Recommendation Functionality Application** has the meaning defined in paragraph 6.1.2.

**Recommendation Functionality Commitments** has the meaning defined in paragraph 3.1.

**Recommendation Functionality Eligibility Notification** has the meaning defined in paragraph 6.2.2.

**Recommendation Functionality Removal Notice** has the meaning defined in paragraph 6.4.1.

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<sup>7</sup> This goal consists of optimising ads for people more likely to attend the advertiser’s events.

<sup>8</sup> This goal consists of optimising ads for people more likely to engage with the advertiser’s posts.

<sup>9</sup> This goal consists of optimising ads for people more likely to like the advertiser’s page.

<sup>10</sup> This goal consists of optimising ads for people more likely to visit the advertiser’s Instagram profile.

<sup>11</sup> This goal consists of optimising ads for people more likely to have a deeper conversation with the advertiser after lead submission.

<sup>12</sup> This goal consists of optimising ads for people more likely to take a particular action in the advertiser’s app.



**Recommendation Functionality Use Test:** A/B Test related to the use of the Recommendation Functionality and performed according to the Methodology of the Recommendation Functionality Use Tests. The conduct of a positive Recommendation Functionality Use Test is one of the Recommendation Functionality Access Retainment Criteria.

**Relevant Sales Personnel:** All of Meta's sales teams working with advertisers who use AdTech MBP Partners that fall within the scope of the Commitments to run their advertising campaigns on Meta Ad-Supported Services.

**Third Party Vendor:** Independent service provider appointed by Meta to assist with the management of the AdTech MBP Programme, including, as the case may be, the review of adherence to the AdTech MBP Performance Criteria and the conduct of AdTech MBP Compliance and Due Diligence Checks for the AdTech MBP Partners and the AdTech MBP Programme applicants.

**Training Notification** has the meaning defined in paragraph 5.1.3.

### 3. GENERAL PRESENTATION OF THE COMMITMENTS

3.1. In order to address the Competition concerns, Meta enters into the following Commitments for the following Commitments Period:

- the commitments in relation to the AdTech MBP Programme, as described in greater detail in Section 4 (the *AdTech MBP Programme Commitments*), for a period of five (5) years from the Commitments Effective Date;
- the commitment in relation to Meta's commercial communication training, as described in greater detail in Section 5 (the *Commercial Communication Training Commitment*), for a period of five (5) years from the Commitments Effective Date; and
- the commitments to develop and make available a Recommendation Functionality, as described in greater detail in Section 6 (the *Recommendation Functionality Commitments*), for a period of three (3) years from the Commitments Effective Date (the *Recommendation Functionality Commitments Period*).

3.2. Meta commits to implement the Commitments described in Sections 4 to 6 by no later than the Commitments Effective Date. Meta will email the Communications and the Notification to Providers addressed pursuant to these Commitments to AdTech Services providers, to the addresses registered by AdTech Services providers in Meta's systems. In the event that Meta wishes to use a means of communication it deems more appropriate, which may include, but is not limited to, notices delivered through the electronic communication tools made available in the Partner Center, Meta will ask for the monitoring trustee's prior approval. When Notifications to Providers are sent pursuant to these Commitments, their copies will be sent without delay to the monitoring trustee, which shall promptly ensure proper receipt of the Notifications to Providers by the recipient AdTech Services providers.





- 3.3. For it to fall within the scope of the Commitments, an AdTech Services provider must have been involved, within the last one hundred and eighty (180) days, in at least one<sup>13</sup> advertising campaign targeting users of Meta Ad-Supported Services identified by Meta as being located in France.<sup>14</sup> The monitoring trustee may ask Meta for the list of AdTech Services providers that fall within the scope of the Commitments identified by Meta over the course of the Commitments, as well as access to the method used to determine this list.

#### 4. THE ADTECH MBP PROGRAMME COMMITMENTS

##### 4.1. Commitment to ensure the objective, clear and non-discriminatory nature of the AdTech MBP Performance Criteria

- 4.1.1. Meta commits to ensure the objective, clear and non-discriminatory nature of the AdTech MBP Performance Criteria, pursuant to the Commitments described in paragraphs 4.1.2. to 4.1.6.

- 4.1.2. Notwithstanding any AdTech MBP Performance Criteria Amendment as provided for in Section 4.2., Meta commits that the AdTech MBP Performance Criterion to be met by AdTech Services providers to obtain the AdTech MBP Status will be defined as follows:

- Material API Spend in excess of USD 50,000<sup>15</sup> worldwide over the last one hundred and eighty (180) days.

- 4.1.3. Notwithstanding any AdTech MBP Performance Criteria Amendment as provided for in Section 4.2., Meta commits that the cumulative AdTech MBP Performance Criteria to be met by AdTech Services providers in order to obtain and retain the AdTech MBP Badge will be defined as follows:

- Material API Spend in excess of USD 2 million<sup>16</sup> worldwide over the last one hundred and eighty (180) days; and
- 50% of worldwide Material API Spend in the last 90 days is Qualifying Spend; and
- 50% of worldwide Material API Spend in the last 90 days is Qualifying Placements.

- 4.1.4. Meta commits that an AdTech Services provider whose participation in the AdTech speciality of the former “Facebook Marketing Partner” programme would have been discontinued from January 2017 for alleged non-compliance with historical AdTech MBP performance criteria will be considered, until 1 January 2024 as fulfilling the

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<sup>13</sup> “Mixed” advertising campaigns, targeting users in both France and abroad, will also enable AdTech Services providers to fall within the scope of the Commitments.

<sup>14</sup> The user location is identified by Meta based on the signal Meta receives, including, wherever possible, a prediction of the location of the user’s IP address or Meta profile location.

<sup>15</sup> Corresponding to EUR 44,160, based on the European Central Bank conversion rate of EUR 0.8832 to USD 1, as at 2 February 2022.

<sup>16</sup> Corresponding to EUR 1.8 million, based on the European Central Bank conversion rate of EUR 0.8832 to USD 1, as at 2 February 2022.



AdTech MBP Performance Criteria to obtain and retain the AdTech MBP Badge when its Material API Spend exceeds USD 2 million<sup>17</sup> worldwide over the last one hundred and eighty (180) days. AdTech Services providers may ask Meta for information on their Material API Spend level. From 1 January 2024, the AdTech Services provider will be considered as fulfilling the AdTech MBP Performance Criteria for obtaining and retaining the AdTech MBP Badge if it meets the AdTech MBP Performance Criteria defined in paragraph 4.1.3. The providers concerned by this paragraph will be informed individually of the provisions of this paragraph by no later than on the Commitments Effective Date (the *AdTech MBP Programme Simplified Eligibility Notification*). The AdTech MBP Programme Simplified Eligibility Notification will be subject to the monitoring trustee's prior approval.

4.1.5. Meta commits to make publicly available the AdTech MBP Performance Criteria Description on the AdTech MBP Programme Website by no later than fifteen (15) days before the Commitments Effective Date and to keep it up to date without delay. The AdTech MBP Performance Criteria Description will indicate the optimisation goals excluded from the Qualifying Spend criterion and the placements of the Qualifying Placements criterion. Meta commits to give AdTech MBP Partners access to the Partner Center to enable them to monitor their performance against each applicable AdTech MBP Performance Criterion.

4.1.6. Meta commits to apply the AdTech MBP Performance Criteria in a non-discriminatory manner when reviewing (i) the applications to obtain access to the AdTech MBP Programme, and (ii) the continued adherence by AdTech MBP Partners to the applicable AdTech MBP Performance Criteria. The monitoring trustee will receive detailed monthly reports on the applications submitted in order to access the AdTech MBP Programme and AdTech MBP Partners' clarification requests relating to their Material API Spend amount using a format established jointly with Meta by no later than on the Commitments Effective Date. The monitoring trustee may request any other information necessary to verify that the accessibility, objectivity and clarity of the AdTech MBP Performance Criteria are maintained, and that there is no discrimination in their application.

#### 4.2. **Commitment related to the AdTech MBP Performance Criteria Amendments**

4.2.1. Any AdTech MBP Performance Criteria Amendment may only be implemented by Meta as from 1 April 2023 and in accordance with the procedure described in paragraphs 4.2.2. to 4.2.5.

4.2.2. Meta commits not to implement the AdTech MBP Performance Criteria Amendments more than once every twelve (12) months, unless any amendment(s) to the AdTech MBP Performance Criteria are required by law.

4.2.3. Unless paragraph 4.2.4. below is applicable, Meta shall request the prior approval of the monitoring trustee before it seeks to implement any AdTech MBP Performance Criteria Amendment.

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<sup>17</sup> Corresponding to EUR 1.8 million, based on the European Central Bank conversion rate of EUR 0.8832 to USD 1, as at 2 February 2022.



4.2.4. Meta will not have to request the monitoring trustee's approval if the AdTech MBP Performance Criteria Amendment:

- relates to the removal of a cumulative AdTech MBP Performance Criterion or the addition of an alternative AdTech MBP Performance Criterion; or
- is required by law. The monitoring trustee may request any information necessary to verify that an AdTech MBP Performance Criteria Amendment is actually required by law.

Any AdTech MBP Performance Criteria Amendment implemented pursuant to this paragraph shall be subject to Notification to the Monitoring Trustee reasonably in advance of the sending of the AdTech MBP Performance Criteria Amendment Communication provided for in paragraph 4.2.5.

4.2.5. In order to best enable AdTech MBP Partners to anticipate, and prepare for, any AdTech MBP Performance Criteria Amendment, Meta commits that it will systematically communicate to AdTech MBP Partners any AdTech MBP Performance Criteria Amendment (the *AdTech MBP Performance Criteria Amendment Communication*). The AdTech MBP Performance Criteria Amendment Communication will be sent at least three (3) months prior to the AdTech MBP Performance Criteria Amendment coming into force, will include the implementation date of the AdTech MBP Performance Criteria Amendment and will describe precisely the AdTech MBP Performance Criteria Amendment. The content of the AdTech MBP Performance Criteria Amendment Communication will also be reproduced on the AdTech MBP Programme Website at least three (3) months before the entry into force of the AdTech MBP Performance Criteria Amendment. The monitoring trustee may request any information necessary to verify compliance with the commitment provided for in this paragraph.

#### 4.3. **Commitment related to applications and to AdTech MBP Compliance and Due Diligence Checks**

4.3.1. Meta commits that it will process applications to the AdTech MBP Programme and conduct the AdTech MBP Compliance and Due Diligence Checks in an objective, clear and non-discriminatory manner pursuant to the Commitments described in paragraphs 4.3.2. to 4.3.8.

4.3.2. Meta commits that it will make the AdTech MBP Programme Application Information publicly available on the AdTech MBP Programme Website by no later than fifteen (15) days before the Commitments Effective Date. Any amendment to the AdTech MBP Programme Application Information as defined in the Commitments will be subject to Notification to the Monitoring Trustee. The AdTech MBP Programme Website will be updated with such amendments prior to their implementation. At any time, the monitoring trustee may ensure that the AdTech MBP Programme Application Information has sufficient visibility on the AdTech MBP Programme Website.

4.3.3. Meta commits that the procedure to grant or refuse the AdTech MBP Status or the AdTech MBP Badge, including, as the case may be, conduct of an AdTech MBP Compliance and Due Diligence Check, shall not last more than one (1) month for at



least 80% of applications to the AdTech MBP Programme and, in any case, not more than three (3) months from the date of receipt of the complete application from the AdTech MBP Programme applicant. In any event, Meta will promptly inform the AdTech MBP Partner if the application obviously does not include all the AdTech MBP Programme Application Information. Meta will send the monitoring trustee a detailed monthly report on the applications submitted for obtaining access to the AdTech MBP Programme, as well as notifications if applications are rejected.

- 4.3.4. Meta commits that the AdTech MBP Compliance and Due Diligence Checks shall be based on established facts and objective reasons. The monitoring trustee may request any information necessary to verify compliance with the commitment provided for in this paragraph.
- 4.3.5. Meta commits that any AdTech MBP Compliance and Due Diligence Check that is not based on a Non-compliance Reason will be subject to Notification to the Monitoring Trustee. For the avoidance of doubt, the fact that an applicant to the AdTech MBP Programme has previously failed to retain the AdTech MBP Status/Badge due to non-adherence to the AdTech MBP Performance Criteria will not be considered a Non-compliance Reason.
- 4.3.6. Meta shall provide any applicant to the AdTech MBP Programme that has failed an AdTech MBP Compliance and Due Diligence Check after the Commitments Effective Date with a summary of the reasons for said failure (the *Non-compliance Notification*) without delay and, in any case, within the time limit set in paragraph 4.3.3.
- 4.3.7. Meta commits not to discriminate against any AdTech MBP Programme applicant or AdTech MBP Partner when assessing the outcome of the AdTech MBP Compliance and Due Diligence Checks for the purpose of obtaining or retaining AdTech MBP Status and/or the AdTech MBP Badge. The monitoring trustee may request any information necessary to verify compliance with the commitment provided for in this paragraph.
- 4.3.8. Meta commits to put in place a procedure – to be mentioned in the Non-Compliance Notification - which enables AdTech MBP Programme applicants to ask – on one occasion - for a reassessment of the Non-compliance Reasons given by Meta in the event that they have failed the AdTech MBP Compliance and Due Diligence Checks. The relevant AdTech MBP Programme applicant will have one (1) month from the Non-Compliance Notification to ask for this reassessment and to provide supporting elements to support its challenge. The reassessment will be undertaken by a separate team at Meta. Meta commits to inform the monitoring trustee without delay of the reassessment request and to complete the reassessment within one (1) month. The monitoring trustee may request any information necessary to verify compliance with the commitment provided for in this paragraph.
- 4.4. **Commitment related to the procedure for removing the AdTech MBP Badge due to failure to meet the AdTech MBP Performance Criteria**
- 4.4.1. An AdTech MBP Partner who holds the AdTech MBP Badge but who does not meet the AdTech MBP Performance Criteria during the Monthly Review will enter a probation period as described in paragraphs 4.4.2. to 4.4.8. (the *Probation Period*).



- 4.4.2. Meta shall notify AdTech MBP Partners who hold the AdTech MBP Badge, individually and without delay, if they enter the Probation Period (the **Probation Notice**). The Probation Notice shall specify and detail those AdTech MBP Performance Criteria not met by the AdTech MBP Partner who holds the AdTech MBP Badge.
- 4.4.3. To give the AdTech MBP Partner time to improve its performance, Meta commits that the Probation Period shall begin on the date of the Probation Notice and last for six (6) months before Meta may remove the AdTech MBP Badge of an AdTech MBP Partner due to non-compliance with AdTech MBP Performance Criteria.
- 4.4.4. Meta commits that any AdTech MBP Performance Criteria Amendment occurring during the Probation Period of an AdTech MBP Partner who holds the AdTech MBP Badge shall stop the ongoing Probation Period and restart a new Probation Period for this AdTech MBP Partner.
- 4.4.5. Meta commits that, during their Probation Period, AdTech MBP Partners who hold the AdTech MBP Badge shall continue to benefit from the resources and technical support granted by Meta to all the AdTech MBP Partners who hold the AdTech MBP Badge. The monitoring trustee may request any information necessary to verify compliance with the commitment provided for in this paragraph.
- 4.4.6. Meta will remove the AdTech MBP Badge from AdTech MBP Partners in the Probation Period who, every day over the last month of the Probation Period, do not meet the AdTech MBP Performance Criteria.
- 4.4.7. If applicable, Meta shall inform AdTech MBP Partners who hold the AdTech MBP Badge and who are in the Probation Period of the removal of their AdTech MBP Badge at the end of the Probation Period (the **AdTech MBP Removal Notice**). The AdTech MBP Removal Notice will include a clear indication of the specific AdTech MBP Performance Criteria that have not been met by the AdTech MBP Partner who holds the AdTech MBP Badge and is in the Probation Period. The template of AdTech MBP Removal Notices will be subject to the monitoring trustee's prior approval. The AdTech MBP Partner may request clarifications via the monitoring trustee if it considers that the information provided does not enable it to remedy the non-compliance with the AdTech MBP Performance Criteria.
- 4.4.8. In order to help AdTech MBP Partners that have recently obtained the AdTech MBP Badge adapt to the AdTech MBP Programme Performance Criteria and without prejudice to the Commitments made in paragraph 4.1.6. above, Meta will postpone the start of the Probation Period for any AdTech MBP Partner that has held the AdTech MBP Badge for less than three (3) months.
- 4.4.9. Meta commits to enable AdTech MBP Partners to re-apply following removal of their AdTech MBP Badge due to failure to meet the AdTech MBP Performance Criteria. To ensure that the relevant AdTech MBP Partners comply with the AdTech MBP Performance Criteria, these AdTech MBP Partners will not be able to apply to the AdTech MBP Badge for a period of six (6) months from the date of the AdTech MBP Removal Notice.





4.5. **Commitment related to the use of Third Party Vendors**

- 4.5.1. Meta reserves the right to choose to work with Third Party Vendors to assess the continued adherence by the AdTech MBP Partners who hold the AdTech MBP Badge to the AdTech MBP Performance Criteria, or to carry out AdTech MBP Compliance and Due Diligence Checks. In this case, Meta commits to obtain written and binding confirmation from the Third Party Vendor that it (i) will comply with any relevant Commitments specified in Section 4 and (ii) will implement suitable protocols and compliance systems to prevent a conflict of interest arising from any current or future activity in relation to the provision of AdTech Services by the relevant Third Party Vendor or an entity that belongs to or which has been acquired by the Third Party Vendor. Meta shall remain responsible under the Commitments for the decision made on the basis of the assessment made by the Third Party Vendor, so that Meta shall not be obliged to follow that assessment.

5. **COMMERCIAL COMMUNICATION TRAINING COMMITMENT**

- 5.1.1. Meta commits to provide compliance training to the Relevant Sales Personnel in relation to any commercial communication with advertisers which relates to the performance of AdTech MBP Partners (the *Commercial Communication Training*).
- 5.1.2. The Commercial Communication Training will be conducted online under the supervision of Meta's legal department and will train the Relevant Sales Personnel to be mindful of the risks of distortion of competition which may result from some of their statements. In particular, Meta will train the Relevant Sales Personnel (i) not to inform advertisers of the potential removal of the AdTech MBP Badge from any AdTech MBP Partner prior to or during the Probation Period; (ii) to base their AdTech MBP Partners recommendations to advertisers on objective and substantiated reasons, such as the adequacy of the AdTech MBP Partners' offering to the specific needs of the advertiser, the AdTech MBP Partner's performance, the AdTech MBP Partner's proven experience with similar advertisers on Meta Ad-Supported Services, etc. and (iii) to report to Meta's legal department any communication or communication instruction which they believe is not compliant with the Commercial Communication Training.
- 5.1.3. By no later than on the Commitments Effective Date, Meta will submit to the monitoring trustee a draft Commercial Communication Training, including a knowledge test, and an implementation schedule for the Commercial Communication Training, in order to obtain its approval within a reasonable period of time. Upon approval by the monitoring trustee, Meta will communicate to the Relevant Sales Personnel, without delay, the essential information of the implementation schedule for the Commercial Communication Training, as well as the obligation to validate the Commercial Communication Training on an annual basis (the *Training Notification*). The Training Notification will notably include a summary of the content of the Commercial Communication Training and will be submitted for the monitoring trustee's prior approval.
- 5.1.4. Meta commits to make completion of the Commercial Communication Training mandatory for all Relevant Sales Personnel every year. The Commercial





Communication Training will be considered completed when the employee has gone through all the Commercial Communication Training and correctly responded to 100% of the questions of the knowledge test. Failure to complete and validate the Commercial Communication Training will result in action, which may include removal of the employee's access to Meta's internal systems. Removal of access to Meta's internal systems will occur no later than two (2) months after the deadline for completing the Commercial Communication Training for those employees who did not complete such training, save for exceptional circumstances such as the employee's extended leave of absence and to the extent legally possible in the employee's jurisdiction. Prior to this two (2) month period, Meta will implement measures to remind the Relevant Sales Personnel of their training obligations, including automatic and/ or personalised reminders. The procedure will be included in the implementation schedule for the Commercial Communication Training sent to the monitoring trustee.

- 5.1.5. At the beginning of each year, during the Commitments Period, Meta will provide the monitoring trustee with a brief report on the previous year's Commercial Communication Training, including the number of employees who completed it and, as the case may be, the number of employees who failed to undertake and/ or complete it.

## 6. RECOMMENDATION FUNCTIONALITY COMMITMENTS

### 6.1. Scope of the Recommendation Functionality

- 6.1.1. Meta commits to develop and give free access to the Recommendation Functionality to AdTech MBP Partners, subject to: (i) the cumulative access criteria described in greater detail in paragraphs 6.2.1. to 6.2.4. below (the ***Recommendation Functionality Access Criteria***) being met; and (ii) the AdTech MBP Partner agreeing to a standard addendum to Meta's Terms and Conditions for using the Recommendation Functionality and a non-disclosure agreement (which non-disclosure agreement shall not prevent the AdTech MBP Partner from advertising on its ability to optimise its campaigns on Meta Ad-Supported Services on the basis of its own solutions and algorithms through the Recommendation Functionality). The monitoring trustee will verify that the standard addendum to Meta's Terms and Conditions for using the Recommendation Functionality and the non-disclosure agreement are proportionate to the objectives sought.
- 6.1.2. The request for access to the Recommendation Functionality shall be sent to the address [FBP\\_functionality\\_application@fb.com](mailto:FBP_functionality_application@fb.com) and, for it to be deemed complete, shall include (i) the AdTech MBP Partner's application identifier ("app\_ID") that the AdTech MBP Partner wishes to link to the Recommendation Functionality and (ii) the monitoring trustee's Favourable Opinion as defined in paragraph 6.2.3. (the ***Recommendation Functionality Application***). Any amendment to the definition of a Recommendation Functionality Application will be subject to Notification to the Monitoring Trustee prior to its implementation. In particular, if the Recommendation Functionality Application were to include documentation necessary to ensure compliance with Meta's regulatory obligations, a list detailing this documentation will be made available to AdTech MBP Partners in advance on the Partner Center and the monitoring trustee may validate that this list is sufficiently visible on the Partner Center.



6.1.3. The Recommendation Functionality application process will be open to AdTech MBP Partners as of the Commitments Effective Date. Meta commits that it will give the AdTech MBP Partner access to the Recommendation Functionality within one (1) month of receiving its Recommendation Functionality Application. Meta will promptly inform the AdTech MBP Partner if the Recommendation Functionality Application is clearly incomplete. Meta will send the monitoring trustee notifications of authorisations and/ or rejections pertaining to Recommendation Functionality Applications without delay.

6.1.4. AdTech MBP Partners with access to the Recommendation Functionality will retain their access until the end of the Recommendation Functionality Commitments Period, provided that they meet the cumulative access retainment criteria described in greater detail in paragraphs 6.3.1. to 6.3.7. below (the **Recommendation Functionality Access Retainment Criteria**).

## 6.2. Recommendation Functionality Access Criteria

6.2.1. In order to be eligible to access and use the Recommendation Functionality, the AdTech MBP Partner, at the time of its Recommendation Functionality Application, must have (i) generated a minimum spend of USD five (5) million<sup>18</sup> worldwide – via Meta’s Ad API - on Dynamic Ads on Meta Ad-Supported Services over the last one hundred and eighty (180) days and/or (ii) already used APIs that enable it to interact with Dynamic Ads and the corresponding “Product” Catalogue by transmitting individualised requests for product recommendations and/ or individualised bid adjustments by means of a bid multiplier.

6.2.2. Partners that meet at least one of the alternative criteria mentioned in paragraph 6.2.1. on the date of the Notification of the Decision will be informed individually by no later than on the Commitments Effective Date that they are potentially eligible for accessing the Recommendation Functionality provided that they (i) comply with at least one of these criteria on the date of the Recommendation Functionality Application and (ii) obtain a Favourable Opinion as defined in paragraph 6.2.3. (the **Recommendation Functionality Eligibility Notification**). The Recommendation Functionality Eligibility Notification will be submitted to the monitoring trustee for its prior approval.

6.2.3. The monitoring trustee shall, at the request of the AdTech MBP Partner and within a reasonable time, issue a favourable opinion if the AdTech MBP Partner demonstrates to the monitoring trustee that it has historic and proven experience in operating recommendation and bidding algorithms (**Favourable Opinion**). For the purpose of these Commitments, an AdTech MBP Partner is considered to have historic and proven experience in operating recommendation and bidding algorithms when, for at least three (3) consecutive years preceding its request for the monitoring trustee’s Favourable Opinion, it has:

- operated its own recommendation and bidding algorithm on at least one (1) customer-facing app or one (1) website, where that recommendation and bidding

<sup>18</sup> Corresponding to EUR 4.4 million, based on the European Central Bank conversion rate of 0.8832 EUR to 1 USD, as at 2 February 2022.



algorithm has been rolled out for all users of the app or website; and

- spent at least 25% of its annual advertising spend on behalf of its advertisers through its own recommendation and bidding algorithm.

6.2.4. The monitoring trustee shall attach to the Favourable Opinion the Methodology of the Recommendation Functionality Use Tests as defined in paragraph 6.3.4. below.

### 6.3. Recommendation Functionality Access Retainment Criteria

6.3.1. In order to retain access to the Recommendation Functionality until the end of the Recommendation Functionality Commitments Period, an AdTech MBP Partner with access to the Recommendation Functionality must at all times meet the following Recommendation Functionality Access Retainment Criteria:

- from one (1) month after gaining access to the Recommendation Functionality, it must use the Recommendation Functionality on average over of the last thirty (30) days, for at least (i) USD eight hundred (800)<sup>19</sup> daily spend in advertising campaigns displayed on Meta Ad-Supported Services targeting users identified by Meta as being located in France within the meaning of paragraph 3.3. of the Commitments and (ii) for 50% of its total daily spend through Meta's Ad APIs in advertising campaigns displayed on Dynamic Ads products on Meta Ad-Supported Services targeting users identified by Meta as located in France within the meaning of paragraph 3.3. of the Commitments; and
- from six (6) months after gaining access to the Recommendation Functionality, it must have a positive Recommendation Functionality Use Test (as explained in further detail in paragraph 6.3.2. below) completed within the last six (6) months; and
- from twelve (12) months after gaining access to the Recommendation Functionality, having achieved a minimum Meta's Ad API spend of USD ten (10) million<sup>20</sup> worldwide on Dynamic Ads on Meta Ad-Supported Services over the last one hundred and eighty (180) days.

6.3.2. For the purpose of these Commitments, a Recommendation Functionality Use Test is considered positive when the total number of events of the Optimisation Goal available on the Recommendation Functionality determined by the AdTech MBP Partner, weighted by the value of each event of the optimisation goal determined by the AdTech MBP Partner,<sup>21</sup> on the ads delivered using the Recommendation Functionality, is not more than 10% lower than the total number of events for the same goal, weighted by the value of each event for the same ads without using the Recommendation Functionality.

6.3.3. AdTech MBP Partners who have access to the Recommendation Functionality will have

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<sup>19</sup> Corresponding to EUR 707, based on the European Central Bank conversion rate of 0.8832 EUR to 1 USD, as at 2 February 2022.

<sup>20</sup> Corresponding to EUR 8.8 million, based on the European Central Bank conversion rate of 0.8832 EUR to 1 USD, as at 2 February 2022.

<sup>21</sup> Within the meaning of the Annex relating to the guiding principles applicable to the Methodology of the Recommendation Functionality Use Tests.



to conduct Recommendation Functionality Use Tests as set forth in paragraph 6.3.5.

- 6.3.4. By no later than on the Commitments Effective Date, Meta will communicate to the monitoring trustee the methodology to be applied to the Recommendation Functionality Use Tests and to the results report (the *Methodology of the Recommendation Functionality Use Tests*). The Methodology of the Recommendation Functionality Use Tests and any revision thereof during the Recommendation Functionality Commitments Period shall follow the guiding principles of the Methodology of the Recommendation Functionality Use Tests attached to the Commitments and shall be approved by the monitoring trustee within a reasonable time. The monitoring trustee will communicate any revision of the Methodology of the Recommendation Functionality Use Tests to AdTech MBP Partners who have access to the Recommendation Functionality without delay. In any case, a revision of the Methodology of the Recommendation Functionality Use Tests shall not enter into force until at least two (2) months after it is communicated to AdTech MBP Partners.
- 6.3.5. As regards the Recommendation Functionality Use Tests:
- They shall be conducted once every six months as from the time the AdTech MBP Partner accesses the Recommendation Functionality;
  - They will be run by the AdTech MBP Partner according to the Methodology of the Recommendation Functionality Use Tests referred to in paragraph 6.3.4. and validated by the monitoring trustee; and
  - They will run for at least the duration required to be able to conclude whether or not the total number of events of the Optimisation Goal available on the Recommendation Functionality chosen by the AdTech MBP Partner, weighted by the value of each event on the ads delivered using the Recommendation Functionality<sup>22</sup> is more than 10% lower than the total number of events of the same goal, weighted by the value of each event for the same ads without using the Recommendation Functionality, with a statistical confidence level of 90%;
  - The results shall be communicated to Meta (if applicable following the redaction of confidential information) and to the monitoring trustee without delay.
- 6.3.6. Meta may, within two (2) months of receipt of the Recommendation Functionality Use Tests results:
- ask the monitoring trustee to verify proper implementation of the Methodology of the Recommendation Functionality Use Tests by the AdTech MBP Partner. The monitoring trustee shall have the option of confirming, cancelling or, if possible, correcting the results of the Recommendation Functionality Use Tests conducted by the AdTech MBP Partner within a reasonable time. To this end, Meta and the AdTech MBP Partner will communicate to the monitoring trustee any information necessary as soon as the monitoring trustee requests it, and/or
  - conduct a Recommendation Functionality Use Test itself and submit its results to

<sup>22</sup>

Regardless of the Meta optimisation goal that is selected by the AdTech MBP Partner.



the AdTech MBP Partner (if applicable following the redaction of confidential information) and to the monitoring trustee for arbitration by the latter. The monitoring trustee shall give preference to those Recommendation Functionality Use Tests results with a statistical confidence level of at least 90%. To this end, Meta and the AdTech MBP Partner will communicate to the monitoring trustee any information necessary as soon as the monitoring trustee requests it.

- 6.3.7. Meta commits that it will provide those AdTech MBP Partners who have access to the Recommendation Functionality with information which enables them to track their performance against the criteria mentioned in paragraph 6.3.1., first indent, above. Meta specifies that empty recommendations or bid adjustments, i.e. when an AdTech MBP Partner does not send a recommendation and/ or multiplies the bid by one (1), will not be considered as “*use(ing) the Recommendation Functionality*” within the meaning of paragraph 6.3.1. above.

#### 6.4. **Removal of access to the Recommendation Functionality**

- 6.4.1. Meta shall inform AdTech MBP Partners without delay if they do not meet any of the Recommendation Functionality Access Retainment Criteria (the ***Recommendation Functionality Removal Notice***). In this regard, the AdTech MBP Partner’s failure to communicate the Recommendation Functionality Use Tests results by the required deadline, the communication of negative Recommendation Functionality Use Tests results, the revision or arbitration of Recommendation Functionality Use Tests by the monitoring trustee leading to negative results or the cancellation by the monitoring trustee of the Recommendation Functionality Use Tests results of the AdTech MBP Partner will be considered non-compliance with the Recommendation Functionality Access Retainment Criteria. The Recommendation Functionality Removal Notice will explain the specific Recommendation Functionality Access Retainment Criteria that have not been met by the AdTech MBP Partners as well as the expected date of access removal to the Recommendation Functionality. Meta commits to give AdTech MBP Partners who fail any of the Recommendation Functionality Access Retainment Criteria a notice period of three (3) months from the Recommendation Functionality Removal Notice before the AdTech MBP Partners’ access is effectively removed (the ***Recommendation Functionality Access Removal***).
- 6.4.2. Meta reserves the right to temporarily or permanently remove access to the Recommendation Functionality for any AdTech MBP Partner whose use of the Recommendation Functionality has led to serious or repeated incidents related to Meta users’ privacy or the integrity and security of Meta’s services in breach of Meta’s Terms and Policies.
- 6.4.3. Meta shall promptly notify the monitoring trustee and the AdTech MBP Partner(s) concerned of the removal of access described in paragraph 6.4.2. above and explain the precise reasons and grounds of the breach, as well as the means that could be implemented by the AdTech MBP Partner to put an end to the breach and, if applicable, resume access to the Recommendation Functionality. In the event that the incident is due to a malicious intent or is particularly harmful, such removal of access will be permanent. In other cases, removal of access will be temporary. The monitoring trustee will supervise the determination of whether the incident is due to a malicious intent or





is particularly harmful.

6.4.4. For the avoidance of doubt, Meta specifies that those AdTech MBP Partners who have had access to the Recommendation Functionality but who subsequently failed to abide by the Recommendation Functionality Access Retainment Criteria will be able to re-apply for such access at any time during the Recommendation Functionality Commitments Period as long as these AdTech MBP Partners are able to provide supporting elements which demonstrate that they have made sufficient improvements to overcome the reasons which led to their Recommendation Functionality Access Removal. In any case, AdTech MBP Partners will not be able to reapply to the Recommendation Functionality for a period of three (3) months from the date of Recommendation Functionality Access Removal.

6.4.5. In the event that an AdTech MBP Partner disputes Meta's refusal to re-apply, the AdTech MBP Partner may request verification of the validity of the reasons for such refusal by the monitoring trustee. Such verification shall be requested no later than one (1) month following notification of the refusal. The monitoring trustee may overturn the refusal within a reasonable period of time.

#### 6.5. External events

6.5.1. Meta reserves the right to modify the features made available through the Recommendation Functionality or to remove access to the Recommendation Functionality for all AdTech MBP Partners in the event that:

- provision of the Recommendation Functionality or the use of the Recommendation Functionality by AdTech MBP Partners as provided by the Commitments becomes non-compliant with existing laws in the jurisdictions in which Meta operates; or
- provision of the Recommendation Functionality by Meta or use of the Recommendation Functionality by AdTech MBP Partners becomes technically impossible due to external imperative reasons that are beyond Meta's control.

6.5.2. Meta will notify the FCA, the monitoring trustee and the relevant AdTech MBP Partners without delay in this regard. The monitoring trustee may request any information necessary to verify the validity of the external events invoked by Meta under paragraph 6.5.1.

## 7. REVIEW OF THE COMMITMENTS

7.1.1. During the Commitments Period:

- in the event of a significant change in the environment that would render all or part of the Commitments impossible to maintain as they stand or contrary to other applicable rules/ legislations, Meta will approach the FCA to find the best way to adapt the Commitments so that they can be maintained in their original spirit until the end of the Commitments Period;





- Meta and the FCA may meet to discuss whether it is appropriate to maintain or adapt all or some of the Commitments until their expiry, particularly in light of the evolution of the competitive structure, the functioning of the market, technological innovations and changes of use on the market(s) concerned.

7.1.2. These Commitments are without prejudice to momentary unavailability of the Partner Center, the Recommendation Functionality or any other service accessible to eligible AdTech MBP Partners, whether due to privacy or security breaches of Meta Ad-Supported Services, scheduled maintenance downtime and/or unexpected technical issues. Meta will inform the monitoring trustee and the relevant AdTech MBP Partners without delay in the event that the unavailability is likely to last more than two (2) weeks, specifying the nature of the unavailability as well as its expected progress and duration. The monitoring trustee may request any information necessary to verify the validity of the reasons invoked by Meta to justify the unavailability pursuant to this paragraph.

## **8. REPORTING ON THE IMPLEMENTATION OF THE COMMITMENTS**

### **8.1. Appointment of the monitoring trustee**

- 8.1.1. Meta undertakes to appoint an independent trustee to monitor the implementation of the Commitments, where applicable with the necessary qualifications for this purpose, including legal, statistical and IT qualifications.
- 8.1.2. The monitoring trustee must be independent of Meta and must not be or become the subject of a conflict of interest. This trustee shall be remunerated by Meta in a manner that does not compromise the proper execution of its assignment or independence.
- 8.1.3. At the latest within fifteen (15) working days following the Decision, Meta will propose to the FCA, for its approval, the names of three (3) persons or institutions Meta proposes to appoint as monitoring trustee. The proposal must include sufficient information for the FCA to verify that the proposed monitoring trustee meets the conditions detailed in paragraphs 8.1.1. and 8.1.2. above and must include the full text of the draft mandate, including all provisions necessary to enable the monitoring trustee to perform its functions under the Commitments, the draft workplan describing how the monitoring trustee intends to carry out its duties and the means it intends to use.
- 8.1.4. The FCA will have the discretion to approve or refuse the proposed monitoring trustee and to approve the draft mandate and the draft workplan, subject to any modification it deems necessary for the performance of the monitoring trustee's duties.
- 8.1.5. In the event that several monitoring trustees are approved by the FCA, Meta will be free to choose, from among the approved persons, the monitoring trustee in charge of monitoring the Commitments.
- 8.1.6. In the event that the FCA refuses to approve the three (3) monitoring trustees, Meta will propose a list of two (2) new monitoring trustees in accordance with paragraphs 8.1.1. to 8.1.3. above within ten (10) business days upon receipt by Meta of written notification of refusal of the approval.



- 8.1.7. In the event that approval is once again refused, the FCA, after consultation with Meta, will appoint the monitoring trustee of its choice as soon as possible, and in any case at least fifteen (15) days prior to the Commitments Effective Date.
- 8.1.8. The monitoring trustee will take office within fifteen (15) working days of approval of its appointment by the FCA, under the terms of the mandate contract approved by the FCA.
- 8.1.9. The monitoring trustee will present, as part of an initial report submitted to the FCA within a month after starting employment, a detailed work plan specifying the modalities according to which it intends to accomplish its assignment. A copy of this report will be sent to Meta.

## 8.2. **Role of the monitoring trustee**

- 8.2.1. The role of the monitoring trustee will be to ensure that Meta implements and abides by the Commitments. To this end, the monitoring trustee will have access, within a reasonable time, to all information necessary for the proper performance of its assignment as soon as he requests it, notably a copy of the Communications.
- 8.2.2. In addition to the Notifications to the Monitoring Trustee, the monitoring trustee will notably receive the following communications without having to request them:
- Copies of the Notifications to Providers sent pursuant to these Commitments;
  - Detailed monthly reports of the applications submitted to access the AdTech MBP Programme and AdTech MBP Partners' clarifications requests relating to their Material API Spend amount, including the AdTech MBP Status and the AdTech MBP Badge, using a format established jointly with Meta by no later than on the Commitments Effective Date;
  - Notifications of rejections of applications to the AdTech MBP Programme, including the AdTech MBP Status and the AdTech MBP Badge;
  - Notifications of authorisations and rejections of Recommendation Functionality Applications;
  - Copies of the reassessment requests submitted by the AdTech MBP Programme applicants who have failed the AdTech MBP Compliance and Due Diligence Checks;
  - Meta's brief reports on the Commercial Communication Training;
  - Results of the Recommendation Functionality Use Tests conducted by AdTech MBP Partners and by Meta;
  - Notifications of removals of access to the Recommendation Functionality for all AdTech MBP Partners in the event that use of the Recommendation Functionality by such AdTech MBP Partners has led to serious or repeated incidents related to Meta users' privacy or the integrity and security of Meta's services in violation of



Meta's Terms and Policies;

- Notifications of any amendment to the features made available through the Recommendation Functionality or removal of access to the Recommendation Functionality for all AdTech MBP Partners due to an external event referred to in Section 6.5. above;
- Notifications of any momentary unavailability of the Partner Center, the Recommendation Functionality or any other service accessible to eligible AdTech MBP Partners, whether due to privacy or security breaches of the Meta Ad-Supported Services, scheduled maintenance downtime and/or unexpected technical issues, likely to last more than two (2) weeks, specifying the nature of the unavailability as well as its expected progress and duration.

8.2.3. In addition, the monitoring trustee shall carry out the following assignments within a reasonable period of time:

- Ensuring that the Notifications to Providers are properly received by the recipient AdTech Services providers, and, at Meta's request, approving the means, other than email, used to deliver the Communications and the Notifications to Providers pursuant to these Commitments;
- Approving the AdTech MBP Programme Simplified Eligibility Notification;
- Without prejudice to paragraph 4.2.4. above, approving the AdTech MBP Performance Criteria Amendments;
- Ensuring that the AdTech MBP Programme Application Information is sufficiently visible on the AdTech MBP Programme Website;
- Approving the template for AdTech MBP Removal Notices;
- Requesting clarifications at the request of an AdTech MBP Partner who considers that the information provided in the AdTech MBP Removal Notice does not enable it to remedy the non-compliance with the AdTech MBP Performance Criteria;
- Approving the draft Commercial Communication Training, including a knowledge test and the implementation schedule for the Commercial Communication Training to be presented to it by Meta;
- Approving the Training Notification;
- Verifying that the standard addendum to Meta's Terms and Conditions for using the Recommendation Functionality and the non-disclosure agreement are proportionate to the objectives sought;
- Validating that the list of documentation that may be necessary to ensure compliance with Meta's regulatory obligations is sufficiently visible on the Partner Center;
- Accepting or refusing an AdTech MBP Partner's request for a Favourable Opinion



which certifies that the latter has historical and proven experience in operating recommendation and bidding algorithms, and attaching the Methodology of the Recommendation Functionality Use Tests to the Favourable Opinion;

- Approving the Recommendation Functionality Eligibility Notification;
- Approving the Methodology of the Recommendation Functionality Use Tests, and any revision thereof during the Recommendation Functionality Commitments Period. To this end, Meta shall communicate to the monitoring trustee, on the Commitments Effective Date, the Methodology of the Recommendation Functionality Use Tests, and any subsequent revision thereof;
- Upon request, verifying proper implementation of the Methodology of the Recommendation Functionality Use Tests methodology by the AdTech MBP Partner, and, as the case may be, confirming, cancelling or, if possible, correcting the results of the Recommendation Functionality Use Tests conducted by the AdTech MBP Partner;
- Upon request, arbitrating between the AdTech MBP Partner's and Meta's Recommendation Functionality Use Tests, favouring those Recommendation Functionality Use Tests results with a statistical confidence level of at least 90%;
- In the event that use of the Recommendation Functionality by an AdTech MBP Partner has led to serious or repeated incidents related to Meta users' privacy or the integrity and security of Meta's services in violation of Meta's Terms and Policies, supervising the determination of whether the incident is due to a malicious intent or is particularly harmful;
- At the request of AdTech MBP Partners whose access to the Recommendation Functionality has been removed, verifying the validity of the reasons for Meta's refusals to allow these AdTech MBP Partners to re-apply for the Recommendation Functionality (i.e., verifying whether the AdTech MBP Partners have made sufficient improvements to overcome the reasons that led to the removal of their access), and, as the case may be, overturning the refusals;
- Upon request, verifying that the adoption by advertisers on Meta of any future advertising solution developed by Meta and referred to in point (b) of the Dynamic Ads definition does lead to an average decrease of at least 25% in the use of the advertising solution referred to in point (a) of the Dynamic Ads definition over a period of six (6) months; and
- In all its duties in relation to the Commitments, ensuring that it does not transfer confidential information from AdTech MBP Partners or other third parties to Meta, and, reciprocally, from Meta to AdTech MBP Partners or to other third parties.

8.2.4. If the monitoring trustee considers that a decision made by Meta, as detailed in the Notification to the Monitoring Trustee, distorts the Commitments due to a lack of objectivity or proportionality, it may share its observations with Meta within a reasonable time and may notify the FCA of any decision it considers to have been made or maintained by Meta in disregard of its observations.



- 8.2.5. The monitoring trustee will submit a quarterly report to the FCA on its assignment. The first report will be submitted one month after the Commitments Effective Date. In addition, the monitoring trustee may submit a report to the FCA on its own initiative, whenever circumstances justify. A copy of these reports will be sent to Meta.

## **Annex**

### **Guiding principles applicable to the Methodology of the Recommendation Functionality Use Tests**

The Recommendation Functionality Use Tests (the *Test*) are carried out by the *Tester*, i.e. either Meta or the AdTech MBP Partner.

#### Test universe

The test universe includes all campaigns that use the Recommendation Functionality which are currently being run by the AdTech MBP Partner when the Test starts, as well as future campaigns that start during the Test until the Test is considered completed, e.g., campaigns A, B and C.

The Tester tests the results of two different samples within each campaign, with one variable between the two samples being modified: the use or non-use of the Recommendation Functionality. The first sample will be the “test” group, the second will be the “control” group. In the “control” group, the bid multiplier and product recommendations sent by the AdTech MBP Partner will be disabled.

#### Accounting for the relevant results in view of the optimisation goal determined by the AdTech MBP Partner

In order to reflect the various possible uses of the Recommendation Functionality, the Test will measure, for each campaign, the number of events of the optimisation goal determined by the AdTech MBP Partner (the *Optimisation goal determined*).

The Optimisation goal determined by the AdTech MBP Partner is, by default, the optimisation goal programmed by the AdTech MBP Partner through the Ad APIs when creating the advertising campaign on Meta’s services. In order to measure the Test results, the AdTech MBP Partner is free, for each campaign, to replace the programmed optimisation goal with an Optimisation Goal available on the Recommendation Functionality which is compatible with the programmed optimisation goal (see compatibility table below).

When the Tester is the AdTech MBP Partner, the list of Optimisation goals determined by the AdTech MBP Partner for each campaign shall be communicated, insofar as these differ from the programmed optimisation goals, to the monitoring trustee and to Meta before creating the “test” and “control” groups for said campaign.

When the Tester is Meta, the AdTech MBP Partner shall communicate to the monitoring trustee and Meta, within a reasonable time, the list of Optimisation goals it has determined for each campaign subject to the Test, to the extent that these differ from the programmed



optimisation goals.

Compatibility table of Optimisation Goals available on the Recommendation Functionality:

<b>Programmed goal</b>	<b>Determinable goal</b>	<i>link_clicks</i>	<i>landing_page_views</i>	<i>app_installs</i>	<i>offsite_conversions</i>	<i>value</i>	<i>lead_generation</i>
<i>link_clicks</i>		x	x	x	x	x	x
<i>landing_page_views</i>			x		x	x	
<i>app_installs</i>				x	x	x	
<i>offsite_conversions</i>					x	x	
<i>value</i>						x	
<i>lead_generation</i>							x

Creating the “test” and “control” groups

As indicated above, Meta is able to automatically create two random samples of equivalent users within each campaign A, B and C (the methodology and computer code applicable to the Tests will be under the dual control of the monitoring trustee - on the Commitments Effective Date and in the event of an AdTech MBP Partner’s request for *ex-post* verification) and to then disable the Recommendation Functionality for one of them, without having to formally create two sub-campaigns. The AdTech MBP Partner is not able to create these two random groups of equivalent users for each campaign and to then deactivate the Recommendation Functionality for one of them. It will therefore have to create two separate sub-campaigns within each of its campaigns: A1, A2, B1, B2, C1 and C2. These two campaigns must be identical in size (and sufficient for the Test to provide statistically significant results within a reasonable time)<sup>23</sup> and must be created with the same features as the initial campaign (optimisation goal, budget, timing, audience, placements, design etc.). The monitoring trustee may ensure that the samples for the two campaigns have been drawn at random and that the use or non-use of the Recommendation Functionality is the only feature that differs between the two campaigns.

The Test will consist of comparing the (weighted) results reported in *Ads Manager* or in the Ad APIs of the “test” group versions against the “control” group versions, e.g. the (weighted) results of the campaigns in group A1-B1-C1 (the “test” group) against those in group A2-B2-

<sup>23</sup> If a campaign is not fully “split” between two sub-campaigns, it will be necessary to ensure that the percentage share of the campaign that is “split” is the same for all campaigns.

C2 (the “control” group).<sup>24</sup>

Campaign goals, number of optimised events and associated cost

Let us assume that the AdTech MBP Partner has chosen the following determined Optimisation goals (regardless of the optimisation goal programmed by the AdTech MBP Partner when creating the advertising campaign on Meta’s services):

- Campaign A: *link\_clicks*
- Campaign B: *offsite\_conversions*
- Campaign C: *landing\_page\_view*

For the Test, for illustration purposes, the samples will be, for instance:

- Campaigns A1 and A2: *link\_clicks* (campaign budget: USD 32 each)
- Campaigns B1 and B2: *offsite\_conversions* (campaign budget: USD 400 each)
- Campaigns C1 and C2: *landing\_page\_view* (campaign budget: USD 176 each)

The number of events of the Optimisation goal determined or “result” (click, conversion, view), is available for Meta and the AdTech MBP Partner, notably on *Ads Manager*.<sup>25</sup> For example:

- Campaign A1: 16 clicks (*link\_clicks*)
- Campaign A2: 16 clicks (*link\_clicks*)
- Campaign B1: 8 purchases (*offsite\_conversions*)
- Campaign B2: 10 purchases (*offsite\_conversions*)
- Campaign C1: 16 views (*landing\_page\_view*)
- Campaign C2: 8 views (*landing\_page\_view*)

The average cost per result (**CPR**) for each optimisation goal is available for Meta and for the AdTech MBP Partner, including on *Ads Manager*. The CPR is the number of events of the determined Optimisation goal divided by the campaign budget. For example:

- CPR A1: USD 2
- CPR A2: USD 2
  - CPR A:  $(16 * 2 + 16 * 2) / 32 = \text{USD } 2$
- CPR B1: USD 50
- CPR B2: USD 40
  - CPR B:  $(8 * 50 + 10 * 40) / 18 = \text{USD } 44.44$
- CPR C1: USD 11

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<sup>24</sup> Meta offers an A/B Test tool described on the page Create an A/B Test page in the Experiences tool | Facebook Business Help Pages. This allows the AdTech MBP Partner to run the test without audiences getting overlapped, for example from campaigns A, A1 and A2.

<sup>25</sup> The information on measures available on Ads Manager concerns metrics accepted by third parties who use Meta's advertising services and is used as the basis for billing Meta's services.



- CPR C2: USD 22
  - CPR C:  $(16 * 11 + 8 * 22) / 24 = \text{USD } 14.66$

Results

The Tester should use the average CPR over the campaigns (A1 + A2), (B1 + B2), (C1 + C2) etc., to ensure that it is using the same weight over a “campaign”.<sup>26</sup>

In our example, the weighted results of the “test” and “control” groups will be:

- “Test” group:  $16 * 2$  (clicks) +  $8 * 44.44$  (conversions) +  $16 * 14.66$  (views)
- “Control” group:  $16 * 2$  (clicks) +  $10 * 44.44$  (conversions) +  $8 * 14.66$  (views)

In this example, the “test” group scores about 622 and the “control” group scores about 594. The Test is positive.

All information necessary for possible verification by the monitoring trustee of proper implementation of the Methodology of the Recommendation Functionality Use Tests will be transmitted without delay to the monitoring trustee at the end of the Recommendation Functionality Use Test.

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<sup>26</sup> This calculation step is not necessary for Meta, which does not need to create sub-campaigns to carry out the Test: Meta will use the CPR for A, B and C directly - which is the same.