CMA Case AT.51013

Draft Commitments Text

These commitments relate to the investigation under section 25 of the Competition Act 1998 (the *Act*) by the UK Competition and Markets Authority (the *CMA*) in relation to the use of advertising data, including in respect of Facebook Marketplace by Meta Platforms, Inc. and its group companies, including Meta Platforms Ireland Limited and Facebook UK Ltd (together *Meta*, and the *Investigation*).

Meta has not been the subject of any infringement decision or statement of objections in respect of the Investigation. Meta has nonetheless, at an early stage in the CMA's investigation, offered the following commitments under Section 31A of the Act (the *Commitments*) in order to reassure the CMA that there is no basis for the potential concerns under investigation on a forward-looking basis.

These Commitments are without prejudice to Meta's position that it has not infringed UK competition law and that the initial concerns that prompted the CMA to commence its Investigation are unfounded. Nothing in these Commitments can be construed as acceptance by Meta that its use of advertiser data could amount to an infringement of the Act or that Meta has a dominant position in any relevant market.

These Commitments are given in accordance with sections 31A and 31B of the Act.

1. DEFINITIONS

1.1 The following definitions are applicable only for the purposes of these Commitments:

(a) *Advertiser* means a current or former user of Meta's Advertising Service, in accordance with Meta's data retention policies.

(b) *Commitments Decision* means a formal decision by the CMA accepting Meta's Commitments under section 31A of the Act.

(c) *Conversions API* means the Meta application programming interface which can be used by an Advertiser to connect its marketing data to Meta to support ad personalisation, optimisation and measurement on Meta.

(d) *Data Asset* means individual items, such as code modules, or data objects including features to machine learning models, that are involved in acquiring, processing, storing and/or accessing data.

(e) *Data Control Boundary* means all Marketplace Data Assets and all Data Assets contributing directly to Marketplace Data Assets.

(f) *Effective Date* means the date upon which Meta receives formal notification of the Commitments Decision.

(g) *Facebook Login* means the Meta tool which can be used by an Advertiser to provide its users with the option of using their Facebook account to log in to an Advertiser's website or mobile app.

(h) *Facebook Service* means the "Facebook" mobile application and the www.facebook.com website, including its supporting chat functionality "Messenger" and its associated website www.messenger.com.

(i)   ***Identifiable Relevant Data*** means Relevant Data which explicitly identifies individual Advertisers.

(j)   ***Instagram means*** the "Instagram" mobile application and the www.instagram.com website.

(k)   ***Marketplace Analytics*** means the interrogation and use of Specified Relevant Data in Meta's systems to develop and/or improve the product design, layout and/or functionality of the Marketplace Feature.

(l)   ***Marketplace Analytics Employees*** means all employees or contractors that have a relevant or decision-making role in relation to Marketplace Analytics, including all Meta data scientists, engineers, managers and any other Meta employees or contractors whose primary responsibilities include conducting and overseeing Marketplace Analytics.

(m)   ***Marketplace Data Assets*** means the Data Assets owned and managed by Marketplace Employees which are used to (i) determine which Marketplace listings are surfaced to a user of the Marketplace Feature on the Marketplace feed; and (ii) determine which Marketplace listings are surfaced to a user following the user entering a search query into the search bar within the Marketplace Feature.

(n)   ***Marketplace Employees*** means all Meta employees or contractors with direct responsibility for the management of Marketplace Data Assets.

(o)   ***Marketplace Feature*** means the "Facebook Marketplace" surface on the Facebook Service on which users of the Facebook Service can connect with one another to buy and sell items.

(p)   ***Marketplace Implementation Period*** means the later of 12 months from the Effective Date or 30 June 2024.

(q)   ***Marketplace Operations*** means the use by Meta of Marketplace Data Assets in the operation of the Marketplace Feature.

(r)   ***Meta's Advertising Service*** means the advertising service made available by Meta on the Meta Ad Supported Surfaces and via Meta Audience Network.

(s)   ***Meta Ad Supported Surfaces*** means the Facebook Service and Instagram and any future ad-supported social media services developed or provided by Meta.

(t)   ***Meta Audience Network*** means Meta's ad network that bids on ad inventory on third-party mobile apps to show ads from Advertisers described online at: https://en-gb.facebook.com/audiencenetwork/ and any future equivalent service described elsewhere.

(u)   ***Meta Products*** means all products including all features, apps, technologies, software or services offered or launched by Meta in the UK during the period of these Commitments.

(v)   ***Meta Public Code of Conduct*** means Meta's code of conduct currently available online at: https://about.meta.com/en/code-of-conduct/ or any subsequent or equivalent version available at the same location or elsewhere.

(w) **Monitoring Trustee** means a person appointed in accordance with Clause 8 below.

(x) **Offline Conversions** means the Meta conversion tracking tool which can be used by an Advertiser to attribute its offline data to ads on Meta Ad Supported Surfaces.

(y) **Pixel** means the piece of Meta code which can be installed by an Advertiser on its website to enable it to measure, optimise, and build audiences for its advertising campaigns on Meta.

(z) **Product Catalog Data** means the product information which an Advertiser can provide to Meta through Meta's product catalog feature.

(aa) **Product Development** means the development or improvement of any new or existing Meta Products or features or functionalities thereof, from inception to roll out. It covers the end-to-end process of product development, including the original inception of an idea, product design, opportunity sizing, beta testing and decisions as to whether to ultimately launch or abandon a specific product or improvement of an existing product or feature.

(bb) **Product Development Analytics** means the interrogation and use of Identifiable Relevant Data in Meta's systems to inform material Product Development decisions in competition with specific products or services offered by Advertisers.

(cc) **Product Development Analytics Employees** means all employees or contractors that have a relevant or decision-making role in relation to Product Development Analytics, including all Meta data scientists, engineers, managers and any other Meta employees or contractors whose primary responsibilities include conducting and overseeing Product Development Analytics.

(dd) **Product Development Implementation Period** means the later of 6 months from the Effective Date or 31 December 2023.

(ee) **Product Development Principle** means a provision incorporated within the Meta Public Code of Conduct to the effect that Meta employees should not use Identifiable Relevant Data to develop Meta Products made available to users in the UK in competition with those Advertisers.

(ff) **Relevant Data** means (i) data shared by Advertisers with Meta for the purposes of Meta's Advertising Service including through Ads Manager and Meta Business Suite and all other existing and future equivalent Meta Business Tool services including Pixel, SDKs, the Conversions API, Offline Conversions, Facebook Login, or Social Plugins; (ii) data derived by Meta from Product Catalog Data provided by Advertisers for the purpose of advertising; (iii) ad creative data shared by Advertisers with Meta; and (iv) data generated by or derived from impressions and clicks on ads delivered on Meta Ad Supported Surfaces. Relevant Data does not include data generated by, or derived from, boosted listings from individual sellers on Marketplace.

(gg) **Relevant Obligations** means any obligations that the CMA may impose on Meta pursuant to the proposed Digital Markets Competition and Consumer Bill that the CMA considers would address, whether by the same or different means, some or all of the competition concerns addressed by these Commitments and which the CMA has specified as such to Meta in writing.

(hh)   **SDKs** means the Meta software components which an Advertiser can include in its mobile app to understand how users use its app, run optimised advertising campaigns and enable Facebook Login and social sharing.

(ii)   **Social Plugins** means the Meta plugins which can be incorporated in an Advertiser's website or mobile app to enable it to provide Meta social experiences (e.g. like and share buttons).

(jj)   **Specified Relevant Data** means (i) following Meta publicising the availability of these Commitments, Relevant Data from an Advertiser that has notified Meta in writing that it considers itself to be a competitor to Marketplace and, which has elected: (a) for its Relevant Data or Identifiable Relevant Data as applicable to be identified and prevented from being incorporated within Meta systems for the purposes of Marketplace Analytics and/or Marketplace Operations in accordance with the terms of these Commitments; and (b) for any use it wishes to make of Meta's Advertising Service to exclude the placement of its advertising on the Marketplace Feature; or failing that (ii) Relevant Data from an Advertiser that is included in Appendix 1 and which has been informed that its Relevant Data falls within the scope of these Commitments and shall be treated in accordance with sub-Clauses (i)(a) and (b) of this definition, unless such Advertiser notifies Meta in writing that it does not wish to be included in Appendix 1. Should an Advertiser notify Meta in writing that it does not wish to be included in Appendix 1, its data will not be deemed Specified Relevant Data and it will be able to advertise on the Marketplace Feature.

(kk)   **Working Day** means any day other than a Saturday, Sunday or any other day that is a public holiday in England.

2.   TECHNICAL CONTROLS FOR MARKETPLACE OPERATIONS

2.1   By the end of the Marketplace Implementation Period, Meta commits to:

(a)   implement and maintain systems and technical controls designed to remove Specified Relevant Data detected within the Data Control Boundary and contributing to Marketplace Data Assets used for the purposes of Marketplace Operations; and

(b)   retrain any machine learning model used in Marketplace Operations to the extent that such model has included any Specified Relevant Data within a reasonable period of time from the removal of any such Specified Relevant Data.

3.   TECHNICAL CONTROLS FOR MARKETPLACE ANALYTICS

3.1   By the end of the Marketplace Implementation Period, Meta commits to:

(a)   inform Advertisers, in a prominent manner to be agreed with the CMA following consultation with the Monitoring Trustee, of the ability for Advertisers to opt-out of the use of their data within the Marketplace Feature or to be excluded from Appendix 1 as per the definition of Specified Relevant Data in Clause 1.1(jj) above.

(b)   implement and maintain systems and technical controls within Meta's systems that prevent Marketplace Analytics Employees from using Specified Relevant Data

which is also Identifiable Relevant Data for the purposes of Marketplace Analytics; and

(c)   require all existing Marketplace Analytics Employees to: (i) complete mandatory annual training in relation to the operation and purpose of the technical controls developed by Meta in compliance with Clause 3.1(b) above; and (ii) acknowledge in writing (in the form attached at Appendix 2 to these Commitments) on completion of the first annual training that they have completed the training, and understand and agree to abide by the data use limitations set forth in the training (and any accompanying policies). All newly employed Marketplace Analytics Employees will be required to complete the first annual training and sign an acknowledgement (on completion of the first annual training) within two months of beginning their role, except in a scenario where this is not possible in light of an employee's specific circumstances, in which case such employee will be allowed an additional two months to complete the training and sign an acknowledgement (taking into account long-term absences or leaves).

3.2   The technical means by which Meta implements the Commitments in Clauses 2.1 and 3.1 above within its systems will be in accordance with the description provided by Meta to the Monitoring Trustee and the CMA, for CMA approval, and may change from time to time in accordance with the evolution of Meta's systems, technologies and standards. Any material changes will be notified to the Monitoring Trustee and subject to approval by the CMA.

4.   PRODUCT DEVELOPMENT PRINCIPLE

4.1   By the end of the Product Development Implementation Period, Meta commits to use all reasonable endeavours to ensure that Product Development Analytics Employees refrain from using Identifiable Relevant Data for Product Development Analytics with respect to Meta Products made available to users in the UK in accordance with the terms of these Commitments. To this end, Meta will:

(a)   publish and retain a revised version of the Meta Public Code of Conduct containing the Product Development Principle in the form attached at Appendix 3 to these Commitments; and

(b)   require all Product Development Analytics Employees to:

(i)   attend mandatory annual training in relation to the commitment at Clause 4.1 above and the Product Development Principle, with completion of the first annual training to occur within two months of the Product Development Implementation Period, except in a scenario where this is not possible in light of an employee's specific circumstances, in which case such employee will be allowed an additional two months to complete the training (taking into account long-term absences or leaves); and

(ii)   acknowledge in writing (in the form attached at Appendix 4 to these Commitments) on completion of the first annual training that they have completed the training, and understand and agree to abide by the data use limitations set forth in the training (and any accompanying policies). For the duration of the Commitments, all newly employed Product Development Analytics Employees will be required to complete the first annual training and sign an acknowledgement (on completion of the first annual training) within

two months of beginning their role, except in a scenario where this is not possible in light of an employee's specific circumstances in which case the employee will be allowed an additional two months to complete the training and sign an acknowledgement (taking into account long-term absences or leaves).

5. PERMITTED DATA USE

5.1 Nothing in these Commitments shall prohibit the use by Meta of Relevant Data, Specified Relevant Data or Identifiable Relevant Data to (i) ensure the safety, security and integrity of Meta's services; (ii) ensure Meta's compliance with its legal and regulatory obligations; (iii) guarantee essential system/infrastructure functionality; (iv) protect user content or privacy; (v) support the delivery of tools and functionalities to facilitate users' navigation of the Facebook Service; (vi) fulfil Meta's contractual obligations to individual Advertisers; (vii) develop Meta's Advertising Service and monetization products (being tools which allow creators to monetize their content, such as branded content and subscription tools); or (viii) any other legitimate use which Meta has notified in advance to the Monitoring Trustee and the CMA is not for the purposes of Product Development, Marketplace Operations or Marketplace Analytics and that the CMA and the Monitoring Trustee have approved in writing. In addition, nothing in these Commitments shall prohibit the use by Meta of Identifiable Relevant Data in Product Development where a competitor explicitly consents for its data to be used, such as in beta agreements.

6. VARIATION

6.1 Meta may offer a variation or substitution of the Commitments as envisaged by Section 31A of the Act.

6.2 The CMA may extend the Marketplace Implementation Period and Product Development Implementation Period set out in these Commitments by a maximum of four calendar months in response to a reasonable request or requests from Meta or, where appropriate, at the CMA's own initiative. Where Meta requests such an extension of a time, it shall submit a reasoned request to the CMA as promptly as possible and, in any event, no later than one calendar month before the expiry of the relevant period.

7. SCOPE AND DURATION

7.1 These Commitments shall be effective in respect of the provision by Meta of services within the scope of these Commitments to (i) Advertisers (which are based in the UK or which advertise to end users of Meta Ad Supported Surfaces in the UK) and (ii) end users of Meta Products in the UK.

7.2 These Commitments will cease, if and to the extent that the CMA imposes Relevant Obligations on Meta pursuant to the proposed Digital Markets Competition and Consumer Bill.

7.3 The date on which these Commitments, or specific obligations therein, terminate under Clause 7.2 shall be the date of the entry into force and effect of the Relevant Obligations.

7.4 The CMA will publish notice of the termination of these Commitments, or specific obligations therein, pursuant to Clause 7.2 above, including:

(a)   the date of such termination; and

(b)   any obligations on Meta in these Commitments that continue to have effect.

7.5   Subject to Clauses 7.2 and 7.3 above, and to any earlier variation or release pursuant to section 31A(4) of the Act, these Commitments shall remain in effect: (a) in respect of Clauses 2 and 3 above for a period of the shorter of five years from expiry of the Marketplace Implementation Period or for as long as Meta offers the Marketplace Feature to users in the UK; and (b) in respect of Clause 4 above, five years from the expiry of the Product Development Implementation Period.

7.6   Without prejudice to section 31B(4) of the Act, Meta may request that the CMA re-open the proceedings with a view to modifying or waiving these Commitments in the event of a material change of facts, law or circumstances on which the Commitments is based.

8.   REPORTING AND COMPLIANCE

8.1   Meta will:

(a)   appoint at its own cost, as soon as practicable following the Effective Date, and subject to the approval of the CMA, a Monitoring Trustee to monitor Meta's compliance with these Commitments, in accordance with the provisions set out in Appendix 5 and to instruct this trustee to provide the CMA with quarterly reports on Meta's compliance with these Commitments every three calendar months starting from the Effective Date until the expiry of the Marketplace Implementation Period, and reports every six months thereafter;

(b)   promptly notify the CMA, as soon as reasonably practicable and in any event within five working days, if it becomes aware of any possible breach of the Commitments, even if internal assessments and investigations are pending. Meta will not be deemed aware of any such possible breach for the reasonable period not exceeding fourteen calendar days from detection of the possible breach during which it is assessing whether the relevant conduct may comprise a breach of these Commitments;

(c)   provide to the CMA any information and documents reasonably necessary for the CMA to monitor and review the operation of these Commitments or for the purposes of their enforcement; and

(d)   promptly take all actions reasonably required, in consultation with the CMA, to remedy any breach of these Commitments.

8.2   Meta shall not circumvent or attempt to circumvent these Commitments either directly or indirectly by any act or omission.

9.   EFFECT OF INVALIDITY

9.1   Should any provision of these Commitments be contrary to law or regulations or unenforceable for any reason, Meta will continue to observe the remaining provisions, which shall remain valid and enforceable.

10.   GOVERNING LAW

10.1   The Commitments shall be governed by and construed in all respects in accordance with English law.

10.2   Disputes arising concerning the Commitments shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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duly authorised for
and on behalf of

Meta Platforms, Inc.

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duly authorised for
and on behalf of

Meta Platforms
Ireland Limited

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duly authorised for
and on behalf of

Facebook UK Ltd

Appendix 1

List of specified Advertisers

[List to be provided and kept up to date by Meta]

Appendix 2

Marketplace Analytics Employees – Acknowledgement and Agreement

1. I, _____, having completed the Marketplace data use training pursuant to the Commitments provided by Meta to the UK Competition and Markets Authority dated [x], acknowledge and agree to the restrictions set forth in that training on the use of data or information provided by or derived from advertisers' use of Meta's advertising services and which have been identified as competitors to Marketplace (as defined in the training) (*Marketplace competitor advertising data*) for Marketplace analytics. I further agree that I will operate in compliance with Meta's Code of Conduct with respect to any analyses that I carry out or oversee in connection with the development and/or improvement of the product design, layout and/or functionality of Marketplace.

2. I further agree: (i) not to conduct, or instruct others to conduct, interrogation of Marketplace competitor advertising data in Meta's systems to inform analyses for the purposes of Marketplace analytics; (ii) to use, and instruct teams to use, Marketplace competitor advertising data in Meta's systems solely under the terms outlined in the Marketplace data use training; and (iii) to remove any Marketplace competitor advertising data from any analyses for the purposes of Marketplace analytics (or materials prepared in connection with those analyses) if detected.

3. I further acknowledge and agree: (i) that any Marketplace competitor advertising data inadvertently furnished to me will not be used or shared by me for any Marketplace analytics purposes; (ii) to report any knowledge of any use of Marketplace competitor advertising data for the purposes of Marketplace analytics not permissible under the Marketplace data use training as soon as reasonably practicable to a member of Meta's Legal or Compliance teams as well as to the relevant senior employees responsible for Marketplace analytics; (iii) to report any knowledge of faults in the systems and technical controls within Meta's systems that are designed to prevent the use of Marketplace competitor advertising data for Marketplace analytics; and (iv) that these requirements are part of Meta's Code of Conduct and any violations of Meta's Code of Conduct may result in disciplinary action, up to and including termination of employment or assignment.

Acknowledged and Agreed to on _____

Signature: _____

Title: _____

Appendix 3

Addition to Meta Public Code of Conduct

Meta Personnel should not use non-public data or information directly or indirectly derived from advertisers' use of Meta's advertising services to develop products in competition with those advertisers unless approved in advance by Legal.

Appendix 4

Product Development Analytics Employees – Acknowledgement and Agreement

1. I, _____, having completed the product development data use training pursuant to the Commitments provided by Meta to the UK Competition and Markets Authority dated [x], acknowledge and agree to the restrictions set forth in that training on the use of non-public data or information directly or indirectly derived from competing advertisers' use of Meta's advertising services (***competitor advertising data***) for product development. I further agree that I will operate in compliance with Meta's Code of Conduct with respect to any analyses that I carry out or oversee in connection with product development in competition with specifically identified products or services offered by advertisers.

2. I further agree: (i) not to conduct, or instruct others to conduct, interrogation of competitor advertising data in Meta's systems which explicitly identifies individual advertisers with specifically identified competing products or services, to inform product development analyses in competition with those advertisers; (ii) to use, and instruct teams to use, competitor advertising data in Meta's systems which explicitly identifies individual advertisers with specifically identified competing products or services solely under the terms outlined in the product development data use training; and (iii) to remove any competitor advertising data which explicitly identifies individual advertisers with specifically identified competing products or services from any product development analyses in competition with those advertisers (or materials prepared in connection with those analyses) if detected.

3. I further acknowledge and agree: (i) that any competitor advertising data which explicitly identifies individual advertisers with specifically identified competing products or services inadvertently furnished to me will not be used or shared by me for any product development analytics in competition with those advertisers; (ii) to report any knowledge of any use of competitor advertising data which explicitly identifies individual advertisers with specifically identified competing products or services for product development analytics in competition with those advertisers and not permissible under the product development data use training as soon as reasonably practicable to a member of Meta's Legal or Compliance teams as well as to the relevant senior employees responsible for product development analytics; and (iii) that these requirements are part of Meta's Code of Conduct and any violations of Meta's Code of Conduct may result in disciplinary action, up to and including termination of employment or assignment.

Acknowledged and Agreed to on _____

Signature: _____

Title: _____

Appendix 5

Monitoring Trustee

1.   Meta shall appoint a Monitoring Trustee to monitor Meta's compliance with these Commitments from the Effective Date. The Monitoring Trustee shall be independent of Meta (and any other undertaking affiliated with Meta) and shall possess the necessary qualifications, experience, and competence to carry out its mandate, including via the technical expert appointed pursuant to paragraph 2 below. The Monitoring Trustee shall neither have nor become exposed to a conflict of interest. In particular, the Monitoring Trustee (including all of its employees) shall not provide services to, or become employees of, Meta or one of Meta's competitors during the Monitoring Trustee's mandate nor, in relation to Meta's competitors only, for a period following termination to be agreed with the Monitoring Trustee in the mandate. The Monitoring Trustee shall be remunerated by Meta in a way that does not impede the independent and effective fulfilment of its mandate.

2.   At the expense of Meta, the Monitoring Trustee shall appoint a technical expert and may, if strictly necessary for the fulfilment of the duties and obligations of the Monitoring Trustee as set out in this Appendix, appoint other advisors, subject to having considered Meta's opinion and having obtained the CMA's approval (this approval not to be unreasonably withheld or delayed). If the Monitoring Trustee reasonably considers the appointment of such other advisors necessary or appropriate for the performance of its duties and obligations under the mandate, any related fees and expenses incurred by the Monitoring Trustee must be reasonable. Only either the Monitoring Trustee or the CMA shall be entitled to issue instructions to any technical expert or advisors.

3.   The Monitoring Trustee shall assume its specified duties in order to ensure compliance with the Commitments. The CMA may, on its own initiative or at the request of the Monitoring Trustee or Meta, give any orders or instructions to the Monitoring Trustee and/or Meta in order to ensure compliance with the Commitments.

Proposal by Meta

4.   No later than one month after the Effective Date, Meta shall submit a list of at least two persons whom Meta proposes to appoint as the Monitoring Trustee to the CMA for approval. The proposal shall contain sufficient information for the CMA to verify that the proposed Monitoring Trustees fulfil the requirements set out in paragraph 1 above and shall include:

   (a)   the full terms of the proposed mandate, which shall include all provisions necessary to enable the Monitoring Trustee to fulfil its duties under these Commitments; and

   (b)   the outline of a plan which describes how the Monitoring Trustee intends to carry out its assigned tasks.

Approval or rejection by the CMA

5.   The CMA shall have the discretion to approve or reject the proposed Monitoring Trustee(s) and to approve the proposed mandate subject to any modifications it deems necessary for the Monitoring Trustee to fulfil its obligations having considered Meta's views. The CMA shall give reasons in case of rejection of all proposed Monitoring Trustees and reasons supporting the need for any modifications. To inform the CMA's decision it shall be able to directly seek clarifications (orally or in writing) from the proposed Monitoring Trustee(s). If only one name is approved, Meta shall appoint or cause to be appointed, the individual concerned as Monitoring Trustee, in accordance with the mandate approved by the CMA. If more than one name is approved, Meta shall be free to choose the Monitoring Trustee to be appointed from among the persons approved. The Monitoring Trustee shall be appointed within two weeks of the CMA's approval of the

proposed Monitoring Trustee(s) or the proposed mandate (whichever occurs later), in accordance with the mandate approved by the CMA.

New proposal by Meta

6. If all the proposed Monitoring Trustees are rejected, Meta shall submit the names of at least two more persons within one month of being informed of the rejection(s), in accordance with the requirements and the procedure set out above.

Monitoring Trustee nominated by the CMA

7. If all further proposed Monitoring Trustees are rejected by the CMA, the CMA shall nominate a Monitoring Trustee, having considered Meta's views, whom Meta shall appoint, or cause to be appointed, in accordance with a trustee mandate approved by the CMA.

Duties and obligations of the Monitoring Trustee, technical experts and advisors.

8. The Monitoring Trustee (and any technical expert or other advisors appointed to assist the Monitoring Trustee in the discharge of the duties and obligations of the Monitoring Trustee as set out in this Appendix) shall:

   (a) monitor Meta's compliance with the Commitments;

   (b) monitor Meta's training program to ensure that it complies with the Commitments, including by approving the training material which shall be updated regularly as necessary, and monitoring completion of the training by the correct individuals;

   (c) propose in its first report to the CMA a detailed work plan describing how it intends to monitor compliance with the Commitments;

   (d) provide to the CMA, sending Meta a non-confidential copy at the same time, a written report on Meta's compliance with these Commitments every three calendar months starting from the Effective Date until the expiry of the Marketplace Implementation Period and every six months thereafter;

   (e) promptly report in writing to the CMA, sending Meta a non-confidential copy at the same time, if it concludes on reasonable grounds that Meta is failing to comply with these Commitments;

   (f) propose to Meta such measures as the Monitoring Trustee considers necessary to ensure Meta's compliance with these Commitments;

   (g) reply to the questions from the CMA with additional information or its views, in writing or otherwise, for the purpose of assessing Meta's compliance with the Commitments; and

   (h) where appropriate, propose to the CMA such measures or request for additional documents as the Monitoring Trustee considers reasonably necessary to monitor and/or ensure Meta's compliance with these Commitments.

   Duties and obligations of Meta

9. Meta shall provide and shall cause its advisors to provide the Monitoring Trustee and any technical expert or other advisors appointed to assist the Monitoring Trustee with all co-operation, assistance, information and any documents that are reasonably necessary to monitor Meta's compliance with its obligations under these Commitments. On the basis of a process which shall be agreed by Meta and the Monitoring Trustee and any technical expert or other advisors to avoid disproportionate business disruption, the Monitoring Trustee and any technical expert or other advisors shall only have access to any of Meta's IT infrastructure including algorithms, databases, servers, internal systems and tools, processes, programs, services, platforms, operating systems, hardware, software, as well as books, records, documents, management, technical or other personnel, facilities, sites, technical and all other information insofar as this is necessary for fulfilling their duties under the Commitments and to the extent permissible under the applicable laws and regulations, including data protection

legislation. In case of disagreement as to whether access would be necessary for fulfilling the duties of the Monitoring Trustee under the Commitments, the CMA will provide its view within 14 calendar days. The CMA retains the right to exercise its powers of investigation set out in the Act should Meta decline requests for information made by the Monitoring Trustee and any technical expert or other advisors.

10. On appointment of the Monitoring Trustee, Meta shall provide a detailed explanation of the technical means by which Meta proposes to implement Clauses 2.1 and 3.1 of the Commitments to the CMA, the Monitoring Trustee and any technical expert, for CMA approval, in consultation with the Monitoring Trustee. This detailed explanation will also be submitted to the CMA by no later than a month from the Effective Date. As set out in Clause 3.2 of the Commitments, Meta shall notify the Monitoring Trustee of any material changes to the technical means by which Meta implements the Commitments, and these shall be subject to the CMA's prior approval.

11. To the extent the Monitoring Trustee, any technical expert or other advisors have follow-up questions on any such changes, Meta will respond to these within a reasonable timeframe.

12. Meta agrees that the CMA may share confidential information proprietary to Meta with the Monitoring Trustee, any technical expert or other advisors, provided such sharing of information is reasonably necessary to monitor Meta's compliance with its obligations under these Commitments.

Replacement, discharge and reappointment of the Monitoring Trustee

13. If the Monitoring Trustee ceases to perform its functions under the Commitments or for any other good cause, including the exposure of the Monitoring Trustee to a conflict of interest:

(a)   the CMA may, after hearing the Monitoring Trustee, require Meta to replace the Monitoring Trustee; or

(b)   Meta, with the prior approval of the CMA, may replace the Monitoring Trustee.

14. If the Monitoring Trustee is removed, that Monitoring Trustee may be required to continue in its function until a new Monitoring Trustee is in place to whom the former Monitoring Trustee has effected a full hand-over of all relevant information. The new Monitoring Trustee shall be appointed in accordance with the procedure referred to above.

15. Beside the removal according to paragraphs 13 and 14, the Monitoring Trustee shall cease to act as Monitoring Trustee only after the CMA has discharged it from its duties after all the Commitments with which the Monitoring Trustee has been entrusted are no longer in force. However, the CMA may at any time require the reappointment of a Monitoring Trustee if it subsequently appears that any of the Commitments might not have been fully and properly implemented.

16. In the event that the Monitoring Trustee is replaced or discharged, any confidential information held by the Monitoring Trustee (or any of its employees) shall be destroyed in accordance with the mandate.