

Proposal to: Graco
From: live.webcertain.com
Date: 23-06-2025
Provided By: Rocio Del Rio
Valid Until: 22-08-2025
Proposal ID: 68331

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Financial Analysis

Deliverables

Type	Description	Amount
□ * By Section	Graco EMEA I Video Creation I Husky	€4,417.91
	Graco EMEA I Video Creation I Quantm I With Master File	€3,606.15
	Graco EMEA I Video Creation I Quantm I Without Master File	€4,417.91
□ * By Country / Language	Global :: All languages	€12,441.97
		* Total: €12,441.97

* Each breakout adds up to the same total

Grand Total: €12,441.97

Scope of work (SOW)

1. Husky Video Creation for Pmax campaigns

We will create an english horizontal version video to include in our Pmax campaign. Once this is approved, we will resize it into vertical and square in order to show in all available formats for Pmax channels.

We will localise the english versions, after approval, into the 5 markets we are currently targeting in Google Ads : FR, TR, ES, DE & IT.

Costs:

- 1 master EN horizontal video: 8h
- Resizing EN: 2hx2 sizes: 4h
- Translation additional 5 languagesx3sizes: 15h
- **TOTAL: 27h** (18 videos delivered, 6langX3sizes)

Outcome: 18 videos delivered, in 6 languages and 3 sizes.

2a. Quantm Video Creation for Pmax campaigns - with master files

We will create/edit the video and adapt it into the Pmax horizontal format in english. Once this is approved, we will resize it into vertical and square formats so the video can be used in the different available formats for this campaign type.

After its approval, we will localise them into the local languages for our targeted markets: FR, DE, TR,ES and IT.

Costs:

With master files:

- Creation/revision of the English horizontal version: 2h
- Resizing to vertical or square: 2h/size = 4h in total
- Translation: 1h/language = 15h in total

Outcome: 18 videos delivered, in 6 languages and 3 sizes.

2b. Quantm Video Creation for Pmax campaigns - without master files

We will create the video in horizontal format in english. Once this is approved, we will resize it into vertical and square formats so the video can be used in the different available formats for this campaign type.

After its approval, we will localise them into the local languages for our targeted markets: FR, DE, TR,ES and IT.

Costs:

With master files:

- Creation of the English horizontal version: 8h
- Resizing to vertical or square: 2h/size = 4h in total
- Translation: 1h/language = 15h in total

Outcome: 18 videos delivered, in 6 languages and 3 sizes.

Note that music or voiceover is not included in the scope.

3 rounds of amends after the 1st EN horizontal draft version delivered.

Thank you,

The Webcertain team

Graco EMEA | Video Creation | Husky

Global - All languages

Service	Task	Unit	Qty	Unit Price	Price
Design and development consultancy/support	• Creation of the English horizontal version:	Per hour	8	€135.29	€1,082.35
Design and development consultancy/support	• Resizing to vertical and square	Per hour	4	€135.29	€541.17
Design and development consultancy/support	• Translation additional 5 languagesx3sizes	Per hour	15	€135.29	€2,029.40
Account management hours	• Creation of the English horizontal version:	hours	9	€85.00	€764.99
				Region Total: €4,417.91	
				Total: €4,417.91	

Terms and Condition

Rush Projects

When undertaking rush projects, TransPerfect shall use reasonable efforts to ensure the quality and accuracy of such rush projects. However, without the payment of additional fees by Client in order to account for such rush, TransPerfect cannot warrant that any rush project will be of the same quality or accuracy in comparison with a non-rush based project. By requesting an accelerated turnaround time without the payment of additional fees, the Client acknowledges and agrees that undertaking jobs on a rush basis may result in objective and subjective errors and inconsistencies (stylistic, grammatical, word usage, etc.). TransPerfect shall not be held responsible for any costs or liabilities that may result from such errors and inconsistencies. The Client acknowledges that it understands and is fully aware of these risks and agrees to undertake such rush projects with the understanding that without the payment of additional fees it may be impossible to maintain the same level of quality that would be achieved on a non-rush basis.

Approval and Payment Terms

By signing this Agreement, the Client (a) agrees to be bound by all the terms and conditions hereof, and (b) acknowledges the sole responsibility to make full payment of all undisputed charges and expenses relating to the project within 30 days receipt of invoice from TransPerfect. Collection of related payments from any third party is a private matter of the Client and shall not affect the Client's responsibility for payment to TransPerfect. The charges outlined above are based upon the information provided by the Client and are subject to change. As of the first anniversary of the date hereof, and on each anniversary thereafter, TransPerfect shall increase all fees covered by this Agreement by ten percent (10%). Any amounts payable to any aggregator, third party vendor manager, business process outsourcing company or other third party retained by Client which charges a fee for the processing and/or payment of any invoice from Client to TransPerfect (a "Payment Processor") shall be paid by the Client or may be added to the amount of each applicable invoice. In the event any part of an invoice is not paid by the Payment Processor, Client shall be directly liable to Contractor for payment of all such amounts. In the event TransPerfect is required to re-submit an invoice for any reason, the time period for payment hereunder shall continue to be measured from the date of receipt of the initial invoice. TransPerfect reserves the right to suspend or terminate any project and performance hereunder and under all other agreements with the Client if the Client has any delinquent invoices or falls into arrears. In the event TransPerfect or any of its affiliates receive a subpoena, document request or other legal demand for information in connection with any work done for Client, the Client shall pay all fees, costs and expenses incurred by TransPerfect and such affiliate in responding thereto, including, without limitation, the collection, processing and reviewing of documents in response to the subpoena, document request or other legal demand for information and any fees, costs and expenses incurred in motion practice related thereto.

Interest and Collection Fees

Amounts not paid when due shall bear interest at the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum rate of interest permitted by applicable law on all past due balances hereunder. If TransPerfect must resort to collection by an agency or through legal action, the Client agrees to pay collection fees and reasonable attorney fees in an amount not less than 33 1/3% of the unpaid principal and interest owed to TransPerfect hereunder. If the above fees exceed the amounts allowed under the applicable law(s), then the maximum amount allowed shall be paid to TransPerfect by the Client.

Email Approval

On the condition that this Agreement is accepted and signed by both parties, TransPerfect will accept written email approval for future projects from the Client. All future projects will then be subject to the prices and terms and conditions set forth herein.

Deposit

In order to proceed, the Client will need to provide TransPerfect with a 50% deposit of anticipated charges unless otherwise agreed via the billing schedule as part of this Scope of Work. This payment can be made via check, credit card, or wire transfer.

Conditions

Since translation is a subjective process through which different individuals may express the same meaning using different word choices, TransPerfect will not be liable for such variations. Additionally, there may be "personal preferences" in word selection that may be stylistic or based on a person's familiarity with company- or industry-specific terminology. TransPerfect will attempt to utilize reference materials and glossaries to a commercially reasonable extent, but there remains the likelihood that the Client may prefer word insertions or replacements. As such, there may be additional costs associated with the incorporation of differing terms or language into the final translated document. Further, Client warrants that it understands that the quality and accuracy of machine translation without post-editing can vary from one text to another and between different language pairs and that TransPerfect does not guarantee the accuracy of the machine translation when not post-edited by TransPerfect and that TransPerfect accepts no liability for possible errors resulting therefrom.

Should the Client change the parameters of the project while it is in progress (turnaround time accelerated, source files not provided on time, project's scope/size expanded, etc.), TransPerfect reserves the right to apply additional charges and/or extend the deadline in accordance with the change requested. Furthermore, should the Client request additional services to be performed such as subjective revisions to language and/or layout, revisions to source files which might affect the target language versions, etc., then such services will be billed in addition to the amounts set forth herein.

With respect to any certification or other document that may be issued by TransPerfect attesting to the scope of work done and the conformity of such work with any applicable laws, rules, regulations, specifications, workflow requirements or industry standards, such certification is limited to the work actually undertaken by TransPerfect pursuant hereto or the relevant SOW and Client's specific instructions. In the event TransPerfect or any of its Affiliates receive a subpoena, document request or other legal demand for information in connection with any work done for Client, the Client shall pay all fees, costs and expenses incurred by TransPerfect and such Affiliate in responding thereto, including, without limitation, the collection, processing and reviewing of documents in response to the subpoena, document request or other legal demand for information and any fees, costs and expenses incurred in motion practice related thereto.

The Client must notify TransPerfect of any concerns with TransPerfect's performance within ten (10) business days of receipt of deliverables via certified letter/return receipt or via electronic mail to an account representative. If TransPerfect is not so notified, the Client waives all rights and claims arising out of such performance.

To the extent Client has any legal right, title or interest in or to any translation memory, Client hereby agrees that it shall forfeit any such right, title or interest in such translation memory in the event Client creates its own internal language translation department or otherwise brings language translation resources in-house.

Limitation of Liability

TransPerfect shall not be liable under any theory at law, in equity or otherwise for any special, exemplary, punitive, incidental, indirect, or consequential damages (even if TransPerfect has been advised of same), including without limitation lost profits or revenues. The entire liability of TransPerfect for any claim, loss or damages under any theory at law, in equity or otherwise, including without limitation contract, tort, negligence and strict liability, arising out of this Agreement or the engagement of TransPerfect in connection with the project in question, the performance or breach hereof, or the subject matter hereof shall not in any event exceed the sum of the payments actually made by the Client to TransPerfect pursuant to this Agreement. Any action against TransPerfect must be brought within one (1) year after the claim arose.

Indemnification

a) The Client shall indemnify, defend and hold harmless TransPerfect, its Affiliates and each of their respective owners, principals, managers, representatives, partners, officers, directors, agents and employees against any and all claims, damages, losses, judgments, settlements, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred by TransPerfect with respect to claims or demands by a third party against TransPerfect to the extent arising out of or related to (i) any gross negligence or wilful misconduct by the Client; (ii) infringement of a third party's intellectual property rights by any materials, data or information provided to TransPerfect by Client, (iii) an act or negligence by Client that constitutes a breach of privacy law (e.g. unlawful processing, storage or data leakage and (iv) any tangible property damage or personal injury caused by Client in performance of their obligations under this Agreement. As used herein, "Affiliate" shall mean any persons or entity now or hereafter in control, controlled by or under common control with a party hereto and shall also include any direct or indirect subsidiary of any of the foregoing and any company in which such party has more than a ten percent (10%) ownership interest.

b) TransPerfect shall indemnify, defend and hold harmless Client, and its Affiliates and each of their respective owners, principals, managers, representatives, partners, officers, directors, agents and employees against any and all Losses incurred by Client with respect to claims or demands by a third party against Client to the extent arising out of or related to (i) any gross negligence or wilful misconduct by TransPerfect; and (ii) any tangible property damage or personal injury caused by TransPerfect in performance of its obligations under the Agreement.

c) Client shall use reasonable efforts to seek full recovery under all insurance policies and/or indemnification agreements with third parties to the same extent as Client would if the applicable claim were not subject to indemnification hereunder. In the event an insurance or other recovery is made at any time within two (2) years of an indemnification payment by TransPerfect with respect to such claim, then, to the extent of the amount of such payment, a refund equal to the aggregate net amount of the recovery shall be made promptly to TransPerfect.

d) The obligation of any indemnifying party to defend, indemnify and hold harmless any indemnified party is subject to the indemnified parties: (i) notifying the indemnifying parties in writing no later than forty-five (45) days after receipt by an indemnified party of notification of a potential claim; (ii) giving the indemnifying parties sole control over the defense and settlement of any such claim; (iii) providing the indemnifying parties full cooperation for the defense of any such claim, at the indemnifying parties' expense; and (iv) not entering into any settlement or compromise of any such claim without the prior written approval of the indemnifying parties.

e) THE EXPRESS PROVISIONS OF THIS SECTION ARE IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER INDEMNITY AND CONTRIBUTION OBLIGATIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CLAIMS, AND ALL SUCH INDEMNITY AND CONTRIBUTION OBLIGATIONS ARE EXCLUDED FROM THIS AGREEMENT AND WAIVED TO THE FULLEST EXTENT NOT PROHIBITED BY LAW.

Non-Solicitation

During the period in which services are being performed, and for a period of one (1) year thereafter, neither Client nor any of its Affiliates shall, directly or indirectly, solicit the employment of, employ, or contract with, any employee, vendor, consultant or contractor of TransPerfect or any of its Affiliates with whom Client or any of its Affiliates had contact under this Agreement, either directly or indirectly. Client shall promptly notify TransPerfect of any such communications with any such personnel. If Client or any of its Affiliates breaches this non solicitation provision, the Client shall pay as liquidated damages, and not as a penalty, the sum of \$75,000 per individual, which such amount the parties agree bears a reasonable proportion to the probable loss. The parties hereto acknowledge and agree that liquidated damages is an appropriate remedy for a breach of this paragraph. If TransPerfect waives its right to such liquidated damages, Client shall reimburse TransPerfect mutually agreed upon costs of external recruitment, training, and lost revenues.

Confidentiality

"Confidential Information" shall mean any proprietary information, data, or material (including, without limitation, any information concerning the other's price quotes, pricing, preliminary concepts, marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, contractor/vendor names and lists, personal information of any individual, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information) disclosed in tangible or intangible form to one party ("Recipient") by the other party ("Discloser"), either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities, pursuant to, and whether prior to or following the execution of, this Agreement, and without regard to whether same are marked as "confidential" or "proprietary". Recipient shall not, without prior written permission by the Discloser, transmit the Confidential Information received from Discloser to any third person or entity, except (i) to employees and independent contractors (and employees and independent contractors of its affiliates) who have a need to know and signed written confidentiality agreements agreeing to maintain the confidentiality of all Confidential Information, (ii) to those in a fiduciary relationship with the Client, or (iii) as may be required by law. Recipient shall protect the Confidential Information using at least the same measures it takes to protect its own confidential information of like kind (but in no event less than commercially reasonable care). Recipient shall be liable to Discloser for any violation of this provision by any third party to whom Recipient transmits Discloser's Confidential Information. Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of Discloser's Confidential Information. Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Discloser's Confidential Information. The obligations of each Recipient under this section with respect to any portion of Discloser's Confidential Information shall not apply to such portion that such Recipient can document: (i) was in the public domain at or subsequent to the time such portion was communicated to such Recipient through no fault of such Recipient, (ii) was rightfully in such Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to such Recipient (and there is proof thereof), (iii) was developed by employees or agents of such Recipient independently of and without reference to any information communicated to it by the Discloser (and there is written proof thereof), or (iv) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by either Recipient of Confidential Information of the Discloser, either (i) in response to a valid order by a court or other governmental body or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement by such Recipient or a waiver of confidentiality for other purposes; provided, however, such Recipient shall provide prompt prior written notice thereof to the Discloser to enable such Discloser to seek a protective order or otherwise prevent such disclosure and provided, further, that any Confidential Information so disclosed shall remain Confidential Information under this Agreement for all purposes other than such legally compelled disclosure. Confidential Information shall be returned or destroyed upon the earlier of: (i) the termination of this Agreement or (ii) the Discloser's written request, and the cost of so returning or destroying the Confidential Information shall be borne by the Discloser. Notwithstanding anything contained herein to the contrary, Recipient may retain, subject to these confidentiality obligations, copies of Confidential Information for recordkeeping purposes and to monitor its compliance with the terms of this Agreement.

AI Model Improvements

Client hereby grants to TransPerfect all rights and permissions in or relating to all information, data, records and other materials that are uploaded or otherwise received, directly or indirectly, from Client ("Client Data") to process such Client Data on an anonymized basis, and in compliance with its confidentiality obligations, internally for the purpose of improving the quality of TransPerfect's analytics and improving its artificial intelligence and machine learning algorithms and for developing and improving the products and services offered by TransPerfect. Without limiting the foregoing, to the extent TransPerfect makes any improvements to its own algorithms based upon the processing of Client Data and the resulting "machine learning" or "training" of TransPerfect's algorithms, Client agrees that TransPerfect exclusively owns all right, title and interest in and to such improvements, including all related intellectual property rights, and same may be used for the benefit of TransPerfect's other customers. Further, Client hereby represents and warrants that it has all consents, rights and permissions required in order for TransPerfect to perform the services hereunder, including, without limitation, all rights to create AI-generated foreign language versions from the original English-version voice recordings.

Termination

Either party may terminate this Agreement without cause upon giving the other party ninety (90) days prior written notice. During the ninety (90) day termination period, Client shall maintain TransPerfect staffing levels existing at the time of the notice of termination and shall reimburse TransPerfect for any reasonable demobilization expenses such as equipment, personnel or real estate lease terminations, etc.

The effective termination date shall be the last day of such ninety (90) day termination period and Client shall be responsible for paying all fees, expenses and other monies incurred up to and including the effective termination date, including for all undisputed products and services provided at the rates agreed to within this Agreement, plus an additional ten percent (10%) project management fee. In the event the use of any Technology Services is terminated prior to the end of the then-existing term of the applicable license for any reason other than cause, Client shall pay a cancellation fee equal to one hundred percent (100%) of the total fees payable for the unexpired term of such license. In the event any portion of the fees for such Technology Services are based on usage, the fees shall be calculated based on the prior 12 month average (or such lesser period if the license has been in effect for less than 12 months) of the monthly fees paid for such Technology Services. As used herein, "Technology Services" means all software, SaaS application services, hosting, and product integrations licensed hereunder. The parties hereby acknowledge and agree that in the event of third-party platform providers blocking IP addresses and/or DOM tags, the Technology Services performance may be impacted. Accordingly, it shall not be deemed a service level failure or default hereunder, and TransPerfect shall have no liability or obligation in such event.

Either party may terminate this Agreement for any continued material and substantial breach of the terms and conditions of this Agreement upon giving the other party fifteen (15) days prior written notice identifying specifically the alleged breach, provided that the breaching party does not cure such breach within the fifteen (15) day notice period (or commence such cure with respect to any breach that will reasonably take longer than fifteen (15) days to cure). Following any initial failure to fulfill any material responsibilities set forth herein, or failure to cooperate in good faith with the other party, the parties shall have their respective account representatives meet to discuss possible corrective actions. In the event that any work provided under this Agreement is terminated prior to TransPerfect completing the Schedule of Services described herein, the Client shall be obligated to compensate TransPerfect for all services performed up to and including the date of termination at the rates agreed to within this Agreement, plus an additional ten percent (10%) project management fee.

Modification

This Agreement may not be orally modified. Only a modification in writing, agreed to by both parties, will be enforceable. Authorization via electronic mail shall constitute written agreement.

Waiver/Severability

No waiver of any breach or failure to enforce any term of this Agreement and no course of dealing between the parties shall be deemed or construed as a waiver of any subsequent breach of this Agreement. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.

Force Majeure

Except with regard to payments due TransPerfect, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care, including, without limitation, acts of God, acts of public enemy or terrorist, fire, explosion, electrical power outage, strike, lockout or other labor disturbance, epidemic, pandemic, quarantine, embargo, war (whether declared or undeclared), civil disturbances, inflation, sabotage, restraint, restriction or declaration of any government, or any other similar event.

Independent Contractor

TransPerfect is an independent contractor and no party shall have the authority to bind, represent or commit the other to any obligation. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other relationship between the parties for any purpose.

Paid Media Management Services (if applicable)

Throughout the course of this Agreement, TransPerfect will act on the Client's behalf to manage the paid media channel(s) that both parties have specified and agreed to ("Paid Media Management Services"). Paid Media Management Services shall be subject to the following:

- **Deliverables** – Deliverables will include the following: Strategic planning, auditing, competitor analysis, campaign setup, asset implementation, search terms reports and regular performance reporting. The specific scope of the Deliverables will be agreed upon by the parties and detailed herein or in an amendment hereto (collectively, the "Deliverables")
- **Fees Payable to Platforms** - The Client understands that the fee(s) payable to the platform(s) differ in both amount and payment breakdown, whereby some platform(s) will require a campaign to be funded upfront, whereas other platform(s) will charge on a monthly basis via a monthly invoice. The Client understands and agrees it must pay for the entire invoice amount based on the campaign budget and period that has been agreed to herein, and that no work will begin until the funds have been received in TransPerfect's bank account. In the event that timely payment is not made by the Client, TransPerfect will not be responsible for any late fees, interest or other charges which may be imposed by the platform(s), and TransPerfect will also not be responsible in the event the Client's advertising account is suspended, disabled or taken offline for late payment. TransPerfect will not be responsible if any Client campaigns are paused or disabled by the platform(s), or for any related business impact to the Client as a result of such late payment.

- **Insertion Orders** - The Client will be responsible for timely payments to the media vendors, platform(s) or TransPerfect, as applicable. If for any reason the Client requires a reduction or an increase in the monthly media spend, TransPerfect will use commercially reasonable efforts to make the requested adjustments within three (3) business days of receipt of written notice from Client. However, direct vendor media buys will require the Client's signature on Insertion Orders ("IO's"), and Client must adhere to their terms which will typically align with the IAB Standard Terms and Conditions for Interactive Advertising for Media Buys One Year or Less Version 3.0 which can be found at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf (the "IAB Terms"). The IO's will specify the type(s) and amount(s) of the Deliverables, the pricing of the Deliverables, the maximum amount of money to be spent, the start and end dates of the campaign, and the identity and contact information for any third-party ad server. Any revisions made to an IO must be made in writing and accepted by TransPerfect in writing for such revisions to take effect.

- **Rate Increases** - IOs may be subject to standard "hedge" clauses regarding notice periods for rate increases, termination and cancellation rights, all as may be set forth in the IAB Terms. TransPerfect will monitor and maintain monthly budgets that have been agreed upon between the Client and TransPerfect; however, due to the nature of paid advertising, it is likely that overspends can occur. In such event, any overspends will be the Client's responsibility, and TransPerfect will not be responsible for such amount(s). If they do not already exist and are required, accounts will be set up to enable the Client to pay vendors directly for paid advertising hard costs.

- **Approval Process** - Both the Client and TransPerfect will work together to ensure that approvals for the Deliverables, and execution on those Deliverables are performed in a timely manner to ensure that the project runs smoothly and to allow for maximum time for performance. Unless otherwise stated, the Client is expected to provide to TransPerfect, within three (3) business days, either: (a) written approval of each Deliverable or (b) a written list of changes that must be made to each Deliverable. In some cases where urgent approval is needed, TransPerfect may request Client approvals within 24-28 hours. Failure to approve or provide feedback within this stipulated timeframe may delay project timeline and impact overall results. In such event, TransPerfect will not be responsible for any adverse consequences suffered by Client as a result of the delay. Client acknowledges that the approval and distribution of paid advertisements for regulated products (including but not limited to pharmaceutical, alcoholic, financing & gambling products) on third-party platforms (including but not limited to Facebook, Instagram, Google, TikTok, and other digital media channels), are subject to each platform's independent advertising policies and review procedures. As such, TransPerfect does not guarantee approval, timing, or placement of any ads submitted to these platforms and shall not be held liable for any delays, rejections, or required modifications arising from platform-specific regulations or enforcement actions.

- **Changes in the Account** - The Client understands that category and structural changes on accounts can take a minimum of two (2) to four (4) weeks. Any changes will be defined as a change order or a new scope of work which TransPerfect will scope out from scratch. This may impact the campaign(s) that are already in progress, and TransPerfect may recommend a pause in ongoing campaign(s), depending on the circumstances.

- **Timeframes** - Upon paid advertising campaign submissions to the search engines and/or media platforms, the approval process of the various platforms and engines differ. The Client understands that this is outside of TransPerfect's control, and that TransPerfect will not be responsible if the campaign is not launched according to any expected timeframe.

- **No Guarantee** - The Client understands that the results are not guaranteed, and that any projections provided by TransPerfect in respect of the Paid Media Management Services are based on estimated search volume and the current algorithmic and competitive landscapes, all of which are outside of TransPerfect's control and subject to change.

- **No Recovery** - The Client understands and agrees that any advertising cost(s) already paid or committed to the respective media vendor(s) shall not be recoverable by the Client beyond the extent of each respective media vendor's refund terms and timelines, where if applicable, will be as specified in their terms. The Client also understands and agrees that there will be no refunds issued under any circumstances for the fees that have already been paid to TransPerfect for the Paid Media Management Services at any time during the course of this Agreement.

Preferred Provider

Client agrees to use its best efforts to ensure that TransPerfect shall be its principal provider of translation and related software services. TransPerfect shall have the right of first opportunity to bid to be the provider to Client and its affiliates of services and/or technology offered by TransPerfect. Client shall not contact or negotiate with other vendors of such services or technology without providing TransPerfect with adequate opportunity to present and discuss a proposal with regard to such services and/or technology, which shall not be less than ten (10) days after Client's written notice to TransPerfect of an opportunity to provide such services and/or technology. Additionally, in the event Client reaches agreement with any third party for any such services or technology (without regard to whether such opportunity was first made available to TransPerfect), Client shall provide TransPerfect with three (3) business days' notice and the right to enter into an agreement with Client to provide such services and/or technology on the same terms and conditions as those agreed to with such third party. As used in this section, "Client" shall mean and include its parents, affiliates and subsidiaries.

Entire Agreement

This Agreement constitutes the entire understanding between TransPerfect and Client and supersedes all prior agreements, arrangements, representations and communications (whether oral or written), regarding the subject matter of this Agreement. Client is entering into this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

GDPR Compliance

In order for the parties to comply with EU General Data Protection Regulation 2016/679 (the "GDPR"), Client acknowledges and agrees that it shall notify TransPerfect in writing at such time as Client provides any documents or information to TransPerfect containing "personal data" of European citizens (a "GDPR-Governed Project"). The parties further agree that for any GDPR-Governed Projects, the parties will execute a Data Protection Addendum Addressing Article 28 GDPR (Processor Terms) and Incorporating Standard Contractual Clauses for Controller to Processor Transfers of Personal Data from the EEA to a Third Country (the "GDPR Addendum").

Governing Law

This Agreement and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any and all claims arising under or relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be exclusively brought in and subject to the exclusive jurisdiction of the courts that are located in the County of New York, State of New York. Any such claim that is filed in any other court shall be conclusively deemed as violating this mandatory forum selection clause and the intent of the parties. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to this Agreement. At the sole election of TransPerfect, any controversy, dispute, or claim arising out of or relating to any amounts due pursuant to any invoices issued by TransPerfect pursuant to this Agreement that cannot be resolved amicably shall be submitted to binding and confidential arbitration before a single arbitrator. The seat of such arbitration proceedings shall be in the County of New York, State of New York, and such proceedings shall, except as specifically provided herein, be conducted in accordance with the rules of the Comprehensive Arbitration Rules of JAMS, Inc. ("JAMS"). The parties agree to cooperate with each other and JAMS to select the arbitrator within two (2) weeks after the filing of the arbitration demand. The substantive and procedural laws of the State of New York shall apply to and govern any such arbitration. Discovery shall not be permitted as part of any such arbitration. The parties agree that the Federal Arbitration Act shall apply with respect to any award rendered by the arbitrator(s). Except as may be required by law or in connection with enforcing this arbitration clause or any award, order or decision pursuant to such an arbitration, the existence, content and results of any arbitration hereunder shall not be disclosed without the prior written consent of both parties. Any petition, motion, or other proceeding concerning any aspect of arbitration, including any related to arbitrability or the scope or applicability of this Agreement to arbitrate, shall be exclusively subject to the provisions of this section. The provisions herein relating to TransPerfect's right to obtain reimbursement from the Client for costs of collection, including but not limited to its costs and reasonable attorneys' fees, shall apply to any litigation or arbitration that takes place in accordance herewith. The decision and award of the arbitrator shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

Survival

The following sections shall survive the termination or non-renewal of this Agreement: Approval and Payment Terms; Interest and Collection Fees; Limitation of Liability; Non-Solicitation; Confidentiality; Termination; Waiver/Severability; Entire Agreement; Governing Law; and Survival.

In Witness, whereof, TransPerfect and the Client have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year written below.

TRANSPERFECT INTERNATIONAL LLC

Graco

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Graco EMEA | Video Creation | Quantm | With Master File

Global - All languages

Service	Task	Unit	Qty	Unit Price	Price
Design and development consultancy/support	•Creation/ Revision of the English horizontal version:	Per hour	2	€135.30	€270.59
Design and development consultancy/support	• Resizing to vertical and square	Per hour	4	€135.29	€541.17
Design and development consultancy/support	• Translation additional 5 languagesx3sizes	Per hour	15	€135.29	€2,029.40
Account management hours	•Creation of the English horizontal version:	hours	9	€85.00	€764.99
Region Total: €3,606.15					
Total: €3,606.15					

Graco EMEA | Video Creation | Quantm | Without Master File

Global - All languages

Service	Task	Unit	Qty	Unit Price	Price
Design and development consultancy/support	•Creation/ Revision of the English horizontal version:	Per hour	8	€135.29	€1,082.35
Design and development consultancy/support	• Resizing to vertical and square	Per hour	4	€135.29	€541.17
Design and development consultancy/support	• Translation additional 5 languagesx3sizes	Per hour	15	€135.29	€2,029.40
Account management hours	•Creation of the English horizontal version:	hours	9	€85.00	€764.99
Region Total: €4,417.91					
Total: €4,417.91					

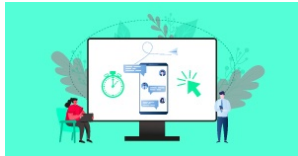
Our Approach

Design and development consultancy/support



We will provide consultancy, project planning or project reviews to support your website design and development efforts. This can include anything from reviewing the technical elements of a project to creating bespoke guidelines and templates to training. This is charged at an hourly rate, and preparation, research and travel time will also be charged at this rate.

Account management hours



If your project is a relatively complex one, but you do not need constant support, then you may benefit from our flexible account management service that is provided at an hourly rate. Your dedicated Account Manager will follow the progress of your project, reporting to you on the progress of your KPIs and making suggestions for improvements.

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