



Annex B

One-Shot Project Services

To be read alongside the Master Terms of Service

Effective date: March 25, 2026

monagencecreative.com

Version Française disponible sur : monagencecreative.com/fr/tos

This Annex B governs one-shot, project-based creative engagements offered by the Company outside of a subscription plan. It applies in addition to, and must be read together with, the Master Terms of Service. Defined terms used but not defined here have the meanings given in the Master Terms.

One-shot projects include, without limitation: graphic design campaigns, brand identity and logo design, website design and integration, use of website visual builders (Webflow, Framer, Wix, Shopify), web application, UI/UX, print production, and any other creative scope agreed in a signed SOW.

Definitions

"Brief" means a written request from the Client specifying the desired deliverables, creative direction, timelines, and requirements, submitted via the channel agreed in the SOW or, in the absence of such agreement, by email.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in France.

"Deliverables" means the final creative outputs specified in the SOW, including all files in the formats agreed therein. Deliverables do not include intermediate work, abandoned design directions, or internal working documents unless the SOW expressly provides otherwise. Source files are addressed separately in Section B4.2.

"SOW" means a Statement of Work or accepted written proposal signed by both parties, describing the project scope, deliverables, timeline, pricing, and payment schedule.

B1. Project Scope and SOW

Every one-shot engagement must be formalised in a signed SOW or accepted written proposal before work begins. The SOW will specify: project scope, deliverables list, timeline, pricing, payment schedule, and any specific terms that vary from this Annex.

Work will not commence until the Client has signed the SOW and paid the required deposit as specified in Section B3.

Any request to expand the scope after SOW signature will be treated as a change order, documented in writing, and may result in additional fees and timeline adjustments.

B2. Delivery and Approval

B2.1 Timeline

Project timelines are agreed in the SOW. The Company will provide realistic milestone estimates at the Brief stage. Timelines are contingent on timely receipt of Client inputs, approvals and feedback as specified in the SOW.

Delays caused by late Client feedback, missing assets, scope changes, or third-party dependencies will extend agreed timelines and will not constitute a breach by the Company.

If a project is paused for more than thirty (30) calendar days due to lack of Client input, the Company reserves the right to reschedule the project and cannot guarantee the same availability of the original creative team.

B2.2 Approval process

The Company will present Deliverables at agreed milestones as specified in the SOW. The Client must provide written approval or consolidated feedback within ten (10) Business Days

of each delivery. Silence beyond ten (10) Business Days will be deemed approval of the presented Deliverable. For the avoidance of doubt, deemed approval through silence does not consume a revision round. If the Client submits a revision request within five (5) Business Days following deemed approval, the review period will reopen and the revision will count toward the included rounds under Section B2.3.

B2.3 Revisions

Unless otherwise specified in the SOW, two (2) rounds of revisions are included per project. The SOW may specify a different number, in which case the SOW takes precedence. Additional rounds beyond the included number will be billed at the Company's standard rate, communicated in advance before work on the additional round begins.

A revision is defined as iterative refinement within the agreed creative direction. Changes of creative direction, addition of new deliverable formats, or requests unrelated to the original scope constitute new work and will require a new SOW or change order.

B3. Payment Terms

B3.1 Deposit

A non-refundable deposit of fifty percent (50%) of the total project fee is due upon signature of the SOW. No work will commence before the deposit is received and cleared.

B3.2 Balance payment

The remaining fifty percent (50%) is due upon completion of the project and before delivery of final files, source files, or access credentials.

B3.3 Delivery of final files

Final files, source files, and any access credentials (e.g. Webflow editor access, Figma file ownership, hosting credentials) will be delivered exclusively upon confirmed receipt of the balance payment in full. The Company is under no obligation to release final files before payment is received.

B3.4 Invoicing

Invoices are payable within fifteen (15) calendar days of the invoice date unless otherwise stated on the invoice or SOW.

B3.5 Late payment

The late payment provisions set out in Section 9 of the Master Terms apply in full.

The Company reserves the right to suspend all ongoing work until outstanding invoices are settled in full, in accordance with the procedure set out in Section 9 of the Master Terms. Until full payment is received, all Deliverables produced remain the exclusive property of the Company and the Client may not use them.

B3.6 Cancellation by the Client

If the Client cancels a project after SOW signature:

Before work has commenced: the deposit is forfeited and no further amounts are due.

After work has commenced but before first delivery: the deposit is forfeited. If work completed at the time of cancellation represents more than fifty percent (50%) of the total scope, the full project fee becomes due. Completion will be assessed by reference to the proportion of deliverables completed and milestones reached as set out in the SOW. In the event of a dispute, either party may request an assessment by an independent third party, whose costs will be shared equally.

After first delivery: the full project fee becomes due regardless of whether the Client elects to use the Deliverables.

B3.7 Cancellation by the Company

The Company may cancel a project if: the Client has failed to provide necessary inputs for more than thirty (30) calendar days; the Client is in material breach of these Terms; or payment has not been received by the due date. In the event of cancellation by the Company without cause, the Company will refund any amounts paid above the value of work completed.

B4. Intellectual Property

B4.1 Transfer of rights

Upon receipt of full payment of all project fees, the Company assigns to the Client all worldwide, perpetual, exclusive intellectual property rights in the Deliverables, including all copyright and related rights, for all media, all purposes, and without restriction of duration or territory. This exclusivity is subject to the Company's limited, non-exclusive right to display the Deliverables in its portfolio, case studies, and marketing materials as set out in the Master Terms.

This assignment covers the right to use, reproduce, distribute, display, adapt, modify, sublicense and create derivative works from the Deliverables.

This assignment does not extend to pre-existing Company materials, tools, templates, proprietary frameworks, or general methodologies, which remain the sole property of the Company.

B4.2 Source files

Delivery of source files (editable working files in native formats such as .ai, .psd, .indd, .fig or equivalent) is included unless otherwise stated in the SOW. Source files are released only upon receipt of full payment.

B4.3 Website and application projects

For website and web application projects, the Company will transfer ownership of all relevant project repositories, Webflow sites, Shopify sites, Figma files etc., and associated design assets to the Client upon receipt of full payment.

Ongoing hosting, domain management, maintenance, and software licensing remain the Client's sole responsibility after project delivery, unless a maintenance agreement has been signed with the Company. Where such an agreement exists, its terms take precedence over this section for the scope it covers.

Upon receipt of full payment, the Company will deliver all project files and access credentials to the Client via a secure transfer method within seven (7) Business Days. The delivery will include a handover checklist specifying the files delivered, access credentials provided, and any documentation necessary for ongoing use. The Client will have seven (7) Business Days from receipt of the handover package to verify completeness and report any missing items.

B4.4 Rights prior to full payment

Prior to full payment, all rights in the Deliverables remain with the Company. The Client may not use, publish, distribute or modify any Deliverable before full payment is confirmed in writing.

B4.5 Compliance for web and e-commerce projects

For projects involving websites, web applications, or e-commerce platforms, the Company will implement the technical specifications agreed in the SOW. Regulatory compliance (including GDPR, PCI-DSS, accessibility standards, and privacy policy requirements) remains the Client's responsibility unless the SOW expressly assigns specific compliance obligations to the Company. The Company will inform the Client of compliance requirements relevant to the Deliverables of which it has actual knowledge at the time of delivery, without any obligation to conduct independent legal research or regulatory audits on the Client's behalf.

B5. Warranties

The Company warrants that Deliverables will materially conform to the agreed Brief and SOW at the time of final delivery. For all other warranty provisions, including guarantees for websites, applications, digital assets, Client-provided materials, and intellectual property representations, see Section 7 of the Master Terms.

B6. Relationship to Master Terms

All other provisions of the Master Terms (confidentiality, portfolio rights, non-solicitation, limitation of liability, indemnification, governing law) apply in full to one-shot project engagements.