



Annex C

AI Campaign Production Services

To be read alongside the Master Terms of Service

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monagencecreative.com

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This Annex C governs AI Campaign Production engagements offered by the Company. 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.

AI Campaign Production is an end-to-end creative production service that combines senior creative direction with advanced AI-powered workflows to produce campaign-ready visual assets, deployment packs and campaign video content. It is a standalone service and is not included in any subscription plan.

C1. Service Description

The AI Campaign Production service covers the following phases:

Creative Direction: definition of models, styling, lighting, mood, environment and visual universe, developed in collaboration with the Client's team.

Compositions: individual setups combining product, model, angle and format (lifestyle, group, packshot, close-up). Each composition is a discrete deliverable.

Deployment Packs: production of each composition in final formats adapted for each channel, including retail print (A0, A3, A4, window, roll-up), digital (social, banners, newsletter, Meta, Performance Max), and video (hero video and short-form clips).

The specific scope, number of compositions, products, models, formats and deliverables for each engagement are agreed in a signed SOW.

C2. Scope and SOW

Every AI Campaign Production engagement must be formalised in a signed SOW before work begins. The SOW will specify: campaign brief, products, number of compositions, formats, delivery packs, timeline, pricing and payment schedule.

Work will not commence before the SOW is signed and the deposit paid as specified in Section C4.

Additional compositions, formats or deployment packs requested after SOW signature will be treated as change orders, documented in writing, and billed separately.

C3. Workflow and Approval

C3.1 Production phases

The production process follows four phases: Brief and scope definition; Creative production (direction, generation and retouching of compositions); Revision rounds with the Client team; Final delivery of all formats.

C3.2 Client inputs

The Client is responsible for providing high-quality product images or physical samples (if physical sampling is required and agreed), brand guidelines, campaign reference materials, copy direction, and any regulatory or compliance constraints applicable to the industry.

Delays caused by late or insufficient Client inputs will extend timelines proportionally and will not constitute a breach by the Company.

C3.3 Revision rounds

The number of revision rounds is specified in the SOW. Revisions cover iterative refinement of compositions and colour treatment within the agreed creative direction. A change of

creative direction, model, or visual universe after approval of the creative direction constitutes a new scope and will require a change order.

C3.4 Approval and sign-off

The Client must provide written approval or consolidated feedback on each production phase within fourteen (14) Business Days of delivery. Silence beyond fourteen (14) Business Days will be deemed approval of the presented work, and the Company will proceed to the next phase.

C4. Payment Terms

C4.1 Deposit

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

C4.2 Balance payment

The remaining fifty percent (50%) is due upon completion of the production phase and before delivery of final deployment packs and source files.

C4.3 Delivery of final assets

All final formats, source compositing files, and deployment-ready assets will be released exclusively upon confirmed receipt of the balance payment in full.

C4.4 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 production 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.

C4.5 Cancellation by the Client

If the Client cancels the engagement after SOW signature:

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

After production 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 as reasonably assessed by the Company, the full campaign fee becomes due.

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

C4.6 Cancellation by the Company

The Company may cancel the engagement if the Client has failed to provide necessary inputs for more than thirty (30) calendar days, 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 for cause, the Client remains liable for payment proportionate to the work completed, assessed using the same methodology as Section C4.5. In the event of cancellation by the Company without cause, the Company will refund any amounts paid above the value of work completed at the time of cancellation, and no further fees will be due by the Client.

C4.7 Subscriber discount

Clients who have maintained an active Priority or Elite subscription tier for at least three (3) consecutive billing months are eligible for a twenty percent (20%) discount on AI Campaign Production fees. This discount applies for as long as the qualifying subscription remains active and in good standing.

C5. Intellectual Property and Usage Rights

C5.1 Full assignment of rights

Upon receipt of full payment of all campaign fees, the Company assigns to the Client all worldwide, perpetual, exclusive intellectual property rights in all Deliverables produced under the engagement, including all AI-generated visual outputs, composited images, edited video content, and associated source files. This exclusive assignment is subject to the Company's limited portfolio display rights as set out in the Master Terms of Service.

This assignment is unlimited in scope, territory, duration, media and purpose. The Client may use all Deliverables for any commercial or non-commercial purpose on any platform, channel, format, or market without restriction, and may adapt, modify or create derivative works from the Deliverables without limitation.

C5.2 No usage fees, model fees, or geographic restrictions

The Company does not charge any usage fees, licensing fees, media fees, or rights extension fees for any Deliverable produced under this service. There are no model rights, talent fees, or geographic or duration restrictions attached to any AI-generated visual output produced by the Company.

The Client is not required to pay additional fees to extend, modify, repurpose or continue using Deliverables after the initial campaign, regardless of media type, duration, territory or scale of distribution.

C5.3 Third-party components

Where a Deliverable incorporates Client-provided assets (product images, brand fonts, proprietary visual elements), ownership of those components remains with the Client or the relevant third-party licensor.

Where the Company incorporates any third-party licensed component (stock textures, licensed font rendering, AI model outputs subject to specific commercial terms), the Company will disclose this in writing at the time of delivery. The Client remains responsible for obtaining any additional license required for its specific use case.

C5.4 AI-generated content — legal acknowledgement

The Client acknowledges that:

The legal status of AI-generated visual content continues to evolve across jurisdictions and may affect copyright subsistence, registrability, and enforceability in certain territories.

The Company provides creative direction, production and post-production expertise, and delivers commercially usable assets. The Company does not provide legal opinions on the intellectual property status of AI-generated outputs in any specific jurisdiction.

The Client is solely responsible for final legal clearance before using Deliverables for trademark filings, regulated industry advertising, product packaging subject to regulatory approval, or any use requiring IP registration.

The Client is responsible for ensuring that its commercial use of AI-generated assets complies with applicable laws and platform policies in its target markets.

Both Parties acknowledge that if copyright or other intellectual property protection is denied or limited in any jurisdiction for AI-generated content, neither Party will have a claim against the other arising solely from such denial or limitation. In such event, the Company will use commercially reasonable efforts to provide alternative assets incorporating sufficient human authorship to support copyright protection, subject to a change order if additional work is required.

C5.5 No human talent rights

AI-generated representations of human figures used in Deliverables are not photographs or likenesses of real individuals. No talent fees, model release agreements, or usage rights negotiations with talent agents or talent unions are required for assets produced under this service.

If the Client requests that a specific real person's likeness be reproduced or approximated, the Client is solely responsible for obtaining all necessary consents and releases from that individual prior to commissioning the work.

C6. Warranties and Compliance

The Company warrants that Deliverables will materially conform to the agreed creative brief and SOW at the time of final delivery.

The Company does not warrant that AI-generated visual outputs are entirely free from artefacts, distortions or imperfections inherent to the AI production process. The Company will use commercially reasonable efforts during post-production and retouching to minimise such imperfections. The quality achievable is dependent on the current state of AI generation technology and may vary across compositions and formats.

The Client warranties set out in Section 3 of the Master Terms apply in full. In addition, the Client warrants that:

- The Client has the right to commission campaign production for all products included in the Brief.

- The intended use of Deliverables does not violate applicable advertising standards, consumer protection laws, or platform content policies in the Client's target markets.

The Company's intellectual property warranties set out in Section 13.2 of the Master Terms apply, subject to the limitations inherent to AI-assisted production. If the Company becomes aware of a potential infringement affecting a Deliverable, it will notify the Client promptly and use commercially reasonable efforts to provide a non-infringing alternative.

C7. AI Regulatory Compliance and Content Screening

The Client's obligations regarding AI regulatory compliance, including EU AI Act transparency requirements, GDPR, image rights, deepfake labelling and advertising standards, are set out in Section 20 of the Master Terms of Service and apply in full to AI Campaign Production engagements.

In addition, the Company will screen all AI-generated visual outputs for obvious biases, offensive content, and cultural insensitivities before delivery. The Client retains final responsibility for conducting its own diversity, sensitivity and brand-compliance review prior to publication.

C8. Relationship to Master Terms

All other provisions of the Master Terms (confidentiality, portfolio rights, non-solicitation, limitation of liability, indemnification, data protection, governing law) apply in full to AI Campaign Production engagements.

In the event of a conflict between this Annex C and the Master Terms, this Annex C prevails with respect to usage rights, IP ownership and AI regulatory compliance for AI Campaign Production Deliverables.