

Scope of Work

1. Parties

This Scope of Work (“SOW”) is entered into by and between:

- **CULTSCALE LLC** (“Cultshot”), with mailing address for purposes of this SOW at 169 Madison Ave STE 15837, New York, NY 10016, represented by Maroun Najm; and
- **IMAGE IN WORK** (“IIW”), 15 rue de Turbigo, 75002 Paris, France, SIREN 539 537 332, represented by Laurent Fumeron.

This SOW becomes effective on the date of the last signature below (the “Effective Date”).

2. Project summary

| | |
|--------------------------|--|
| Project | Totally Spies |
| Engagement type | Image/keyframe model development. |
| Included coverage | Up to 6 characters, 5 gadgets/props/objects, and 3 locations, subject to available material coverage. |
| Fee | USD 12,500 fixed fee. |
| Timeline | Approximately 30 business days from materials acceptance, subject to timely payment, access, and feedback. |
| Output | 16:9 image/keyframe outputs at 720p for image-to-video handoff use. |

This SOW is the complete agreement for this engagement and supersedes prior oral discussions, WhatsApp messages, emails, estimates, demos, and proposal drafts for this engagement.

3. Services

Cultshot will provide the following services:

| Workstream | Included work |
|------------------------|--|
| Material ingestion | Index and process the provided project source package, including episodes and production design materials. |
| Dataset / visual bible | Create structured training records covering characters, props/gadgets, locations, shot metadata, and captions. |
| Image / keyframe model | Image model for key art, closeups, trio compositions, gadgets, locations, promo stills, and keyframes. |
| Validation | Representative tests across closeups, trio shots, object/gadget interactions, locations, and standard promo framing. |

4. Out of scope

The following are not included:

- custom video model development;
- voice model development, voice cloning, dialogue generation, or audio pipeline work;
- final editorial, sound design, music, captions, conform, broadcast QC, or release delivery;
- third-party video tool subscriptions, credits, or iteration costs;
- upscaling;
- production of a completed trailer, episode, or finished campaign film;
- additional characters, props, locations, or retraining beyond the included coverage;
- legal clearance of underlying franchise, copyright, talent, music, broadcaster, guild, or third-party rights.

5. Materials and access

IIW will provide materials and access reasonably required for the scope above, through a mutually agreed method. IIW represents that it is authorised or licensed to provide those materials to Cultshot for the purposes of this SOW, including ingestion, analysis, dataset preparation, training, validation, and generation of project outputs. Cultshot may use the materials only as needed to perform this SOW.

The material package should include, to the extent available and reasonably required for the agreed coverage:

| Material type | Examples / specification |
|---------------------|---|
| Creative references | Series bible, style guide, branding pack, logo/title treatment, and current campaign or franchise visual standards. |
| Runtime | Target: at least 300 minutes of master runtime where available and relevant to the agreed coverage. |
| Asset packs | Character, gadget/prop/object, and location references, including multi-angle, expression, in-hand, and clean-plate coverage where available. |
| Usage notes | Any restrictions or designation of materials as approved for training, reference-only, or both. |

Source files should preferably be original masters or production files at native resolution and frame rate, with no burnt subtitles, logos, watermarks, or platform graphics.

6. Timeline

The timeline starts when Cultshot confirms that the source package is accessible, indexed, and usable for training (“materials acceptance”).

| Period | Target |
|-------------------|--|
| Setup period | First 15 business days: setup, material validation, dataset preparation, and first image-model pass. |
| Refinement period | Following 15 business days: refinement, validation, and final review package. |

Delays caused by late payment, loss of access, material-rights blockers, new materials, or delayed feedback extend the timeline accordingly.

7. Fees and payment

Total fixed fee: **USD 12,500.**

| Milestone | Amount | Due |
|------------|-----------|--|
| 30 percent | USD 3,750 | On the Effective Date, to prep and reserve capacity. |
| 40 percent | USD 5,000 | Upon materials acceptance for processing. |
| 30 percent | USD 3,750 | Upon Cultshot submitting the Final Review Package and invoice. |

- Work beyond initial access and assessment begins after the first milestone is paid.
- The “Final Review Package” means representative validation outputs and delivery notes sufficient for IIW to confirm that the in-scope work has been completed. It is for internal review only until final payment.
- The “Full Handoff Package” is released after all amounts then due have been paid.

Payments are net of bank charges, currency conversion costs, transfer fees, and withholding taxes. If withholding is required by law, IIW will provide official documentation; otherwise, withheld amounts remain due.

If payment is late, Cultshot may suspend work and extend the timeline by the period of delay. If payment remains unpaid 10 business days after written notice, Cultshot may terminate this SOW and retain amounts already paid for work performed and capacity reserved.

Indicative add-on ranges, if requested in writing: additional characters at USD 1,500 to 2,500 each; additional gadgets/props at USD 1,000 to 1,500 each; additional locations at USD 1,000 to 1,500 each.

8. Deliverables, acceptance, and changes

The “Full Handoff Package” consists of:

- trained image/keyframe model weights and configuration files;
- handoff notes covering operation, generation parameters, naming rules, and known limitations;
- material / provenance notes confirming that training used materials provided for the project.

IIW has 5 business days after receipt of the Full Handoff Package to accept the deliverables or provide one consolidated written list of material technical defects in the Full Handoff Package. If IIW does not object in writing within that period, the deliverables are deemed accepted.

Cultshot will correct confirmed in-scope defects within a reasonable period, targeted at 5 business days where technically practical. Acceptance does not cover subjective creative preference, expanded coverage, additional tests, or requests to build video/audio capability; those require a written change order.

9. Project materials, outputs, and tools

Nothing in this SOW transfers ownership of the underlying project materials or intellectual property to Cultshot. Cultshot will not claim ownership over IIW-provided materials, identifiable project assets, or recognisable outputs derived from those materials.

Upon final payment, and subject to applicable upstream model-licence terms, IIW may use the project-specific model weights, generated outputs, configuration files, and handoff materials delivered under this SOW for the project purposes contemplated here.

Cultshot retains its pre-existing tools, know-how, automation scripts, infrastructure, generic training methods, and non-client-specific research learnings. This retained know-how does not give Cultshot any right to disclose, publish, sell, or otherwise exploit IIW-provided materials or recognisable project outputs.

10. Business confidentiality, security, and material return

The non-public business terms of this SOW, including pricing, payment terms, commercial correspondence, and negotiation history, will be kept confidential by both parties. Disclosure is permitted only to employees, contractors, professional advisers, authorised production partners, or where required by law.

Cultshot will handle IIW materials carefully and will use reasonable industry-standard controls to protect them from unauthorised access, disclosure, copying, or loss. Cultshot will not submit raw footage, design packs, or identifiable project assets to public or shared third-party AI services without IIW’s written consent. Cultshot may use secured infrastructure in Europe, including Hetzner Germany colocation, for storage, training, and processing.

If Cultshot becomes aware of an unauthorised disclosure or material security incident affecting IIW materials, Cultshot will notify IIW promptly and cooperate in good faith to limit the impact.

Upon IIW’s written request after completion or termination, Cultshot will return, delete, or destroy reasonably locatable raw source materials in its possession. Cultshot may retain one confidential archival copy where reasonably necessary for legal, accounting, compliance, backup, or dispute-resolution purposes. This does not require Cultshot to delete generic tools, know-how, or non-client-specific methods.

Business confidentiality obligations survive for 5 years after completion or termination.

11. General terms

This SOW is fully binding as a standalone agreement. Changes must be agreed in writing by both parties. This SOW may be signed electronically and in counterparts, and electronic or PDF signatures have the same legal effect as originals. Nothing in this SOW creates a partnership, joint venture, employment relationship, or agency relationship. This SOW is governed by French law. The parties will first try to resolve disputes in good faith; if unresolved, disputes may be brought before the competent courts of Paris unless the parties agree otherwise in writing.

12. Signatures

For CULTSCALE LLC (Cultshot)

Maroun Najm

Date:

For IMAGE IN WORK (IIW)

Laurent Fumeron

Date:
