

CONTRACT

Between

Mag.(FH) Sascha van der Werf (28.07.1977)

Kriehubergasse 13/22

1050 Vienna, Austria

(following called photographer)

and

(full name and Date of birth)

(adress)

(artist name)

(email, phone number)

(following called model).

The following is a legally binding modeling agreement between the model and the photographer. This agreement covers all photographs, negatives, prints, and digital files taken by the photographer of the model, including any and all property belonging to the model that may be contained in the photographs, and any and all reproductions of such photographs. This agreement applies to all session dates covered by this modeling agreement.

The model agrees that the terms of this Model Release Form are for the benefit of the Photographer and any licensee or assignee of the Photographer. By signing this contract and release form, the model, or their parents/legal guardians, affirm that they have the necessary authority to enter into this release and agree to the following terms:

1. Topic and Location of the shooting

Sascha van der Werf and persons commissioned by him during the production phase will produce image files with the model that may contain fine art portraits, nude photos, or artistically created nude images according to the agreed conditions.

The model is allowed to bring along a person he or she trusts on the admission date, but who may not interfere in any way with the execution of the services for which he / she is responsible.

2) Payment

The model shall receive a one-time remuneration in cash, which has been agreed upon and stated in this agreement, as compensation for their services and the transfer of their rights and license.

2.1 The model shall issue an invoice, inclusive of taxes, to Sascha van der Werf and shall be responsible for any applicable taxation on the payment received.

2.2 The model acknowledges and agrees that they have no further rights to additional consideration or accounting, and that they will not make any further claims for any reason against Sascha van der Werf or their assigns.

3) Ownership of Image Files

3.1 The negatives or digital image files of all photographs or media are the exclusive property of the photographer, Mag. (FH) Sascha van der Werf, and he retains sole authorship for all photos. This ownership applies to all photographs, prints, and digital files in any format that were taken and/or contain elements of the model in the images.

3.2 The agreement extends to all reproductions of the files created during the photoshoot. The photographer is entitled to retouch or modify the photos during development or the digital image files using appropriate image editing software. Furthermore, the photos may be used for photomontages as needed.

3.3 Sascha van der Werf reserves the sole right to decide which images from the shoot will be processed. A release of all files is expressly excluded and is solely Sascha van der Werf's responsibility to determine the selection. A release of the original files, RAW files, or any other media carrier is excluded. The model expressly confirms this with his/her signature.

4) Image Usage

The model (or parents/legal guardians) expressly agrees to the following:

4.1 In exchange for valuable and sufficient consideration, the adequacy of which is hereby acknowledged, the model hereby grants irrevocable authorization for the use of the images in any media format for any kind of print sales, Book, calendar and NFT sales, including but not limited to self-promotional purposes, fine art prints, calendars, advertising publications in magazines, the photographer's website, and social media.

4.1.1 In the case that images are made for companies in combination with their products for their marketing and self-promotional purposes, the model grants the same authorization.

4.1.2 This authorization is granted without any expectation of additional compensation or remuneration, and the model hereby acknowledges that this authorization is irrevocable and perpetual.

4.2 The Model expressly authorizes any additional commercial use of the images, such as stock photos. In the event of such commercial use, the Model shall be entitled to receive a compensation of fifteen percent (15%) of the net profit, calculated as the gross revenue from the commercial use of the images minus all related production costs, unless otherwise agreed in writing. The Model shall issue a valid invoice to Sascha van der Werf for this purpose. This provision shall not apply to self-promotion or other points as set forth in Section 4.1 of this Agreement.

4.3 Both parties, the Model and the Photographer, expressly agree that the images shall not be used for pornographic, defamatory or disfiguring purposes. In addition, the use of the images for stock photography is strictly prohibited. This exception applies equally to both parties to this agreement.

4.4 Both parties, the model and the photographer, agree that the images must be reviewed and approved by both parties before any publication, sale, or other use, including personal social media accounts. The model has the right to reject the publication of images that are deemed offensive, such as images with explicit depictions of genital areas. In such cases, the photographer has the option to modify the images according to the agreed conditions or not to publish them at all.

4.5 The model acknowledges and agrees that Sascha van der Werf and all associated partners may use the approved images and any subsequent modifications to promote Sascha van der Werf's work. Such use may occur at any time and without prior notice or additional compensation.

4.6 The model hereby releases Sascha van der Werf and all persons or institutions acting in his name or with his permission from all claims or liabilities that may arise from the use of the approved or published images. This release is binding on the heirs, legal representatives, agents, and attorneys of the model. In particular, the photographer cannot be held liable for the unauthorized use of the images. The model acknowledges that neither the photographer nor any third party acting with his consent can be held liable in cases where unauthorized parties use published content for other purposes without their knowledge, such as downloading or copying the images.

4.6.1 Both parties agree to take all reasonable measures to prevent such unauthorized actions and additionally agree to promptly inform all affected parties in the event of such incidents.

4.7 The Model agrees to the combination of the images with other photographs, text, and graphics, as well as the editing, alteration, or modification of the images. The Model acknowledges and agrees that their ethnicity or ethnicities may be disclosed in connection with the images and understands that the creator may be associated with or assigned to other ethnicities for descriptive purposes.

4.8 A selection of the images will be provided to the model for self promotional purposes, in an appropriate resolution for display on all common electronic output devices, such as smartphones or computer screens, without any additional fees payable to the Photographer. The Model may not sell the images or transfer the copyright in any form or medium to third parties without obtaining written consent from Sascha van der Werf.

4.8.1 The images may not be provided to third parties such as competition organizations, sponsors, production companies, or service providers or used to promote third-party brands without the written permission of the Photographer. This restriction applies to all media formats, including but not limited to social media accounts and websites of these brands or third parties as well as packaging, magazines, and posters.

4.8.2 The Model agrees not to use the images for pornographic, defamatory, or negative purposes in any way. Additionally, the Model agrees to adhere to the ethical principles of the artist Sascha van der Werf. The most current version of these principles can be found at <https://www.van-der-werf.com/impressum> (accessible via the link to the guidelines and terms).

4.9 The photographer must be credited for all images used, including the appearance of the photographer's name or other visual representations with the image. The Model agrees to always reference the photographer and comply with the guidelines for referencing the artist Sascha van der Werf, which are available in the latest version of the guidelines at <https://www.van-der-werf.com/referencing>.

In return, the photographer agrees to credit the Model or the name of the Model, if applicable, and to include appropriate tags if necessary.

4.9.1 The Model hereby confirms that it has read and will adhere to the ethical principles of SVDW Productions and the creator Sascha van der Werf, as well as the referencing guidelines available at www.van-der-werf.com in the latest version.

5) GDPR / Data Protection

5.1 The collection of personal data is solely necessary to fulfill the contractual relationship and is based on the Model's given consent. The legal basis for the processing of the data is Art. 6 para. 1 lit. a GDPR.

5.2 The personal data will only be stored for as long as it is deemed necessary to achieve the aforementioned purposes and is permissible under applicable law. In any case, personal data will be stored as long as legal retention obligations exist or until the limitation period for potential legal claims has expired.

5.3 Under applicable law, the depicted person has the following rights, among others:

- to check whether and which personal data is stored and to receive copies of this data
- to request the correction or deletion of data that has been processed incorrectly or in a non-compliant manner
- to request the restriction of data processing if the legal conditions are met
- to object to processing under certain circumstances or to revoke consent
- to request data portability
- to know the identity of the third parties to whom personal data has been transferred
- to file a complaint with the responsible authority

Questions or concerns regarding the processing of personal data should be addressed in writing to the following address: sascha@van-der-werf.com

6) Additional Agreements

Any changes or additions to this agreement must be made in writing to be effective. Such changes or additions will be documented in the „Notes“ section.

7) Confidentiality

Both the photographer and the model agree to maintain the confidentiality of all information and materials that may be considered proprietary, confidential, or as trade secrets in connection with the photo shoot. Such information and materials may include concepts, plans, designs, techniques, sketches, images, and other intellectual property rights, including personal data of the model. Any unauthorized disclosure or use of such information or materials by either party may result in a violation of this agreement and legal consequences.

8) Force Majeure

Neither party shall be liable for any failure to fulfill its obligations under this Agreement if such failure is due to circumstances beyond its reasonable control, including but not limited to force majeure, war, terrorism, pandemics, fire, strikes, labor disputes, or similar events. The affected party shall promptly notify the other party of such circumstances and take reasonable steps to mitigate their impact on the performance of this Agreement.

9) Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, discussions, understandings, and agreements, whether written or oral, between the parties with respect to the same subject matter.

10 Damages, injury, liability

It is stated that the photographer is released from any liability and the model is fully responsible for all damages and injuries that occur during the shoot and in the rented premises, as well as for clothing and other valuables belonging to the model. The model has the right to reject scenes during the shoot that appear too dangerous. However, if the model decides to participate in these scenes despite concerns, this is expressly done at their own risk. In this case, the photographer and his representatives are released from any liability.

11) Severability Clause

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

12) Signatures

By signing below, the parties confirm and agree to the terms and conditions of this contract, including all attachments and referenced policies, and intend to be legally bound hereby.

12.1 The Model confirms that it has the necessary authority to sign this agreement and has read the entire agreement, fully understanding the character and scope of its provisions.

12.2 The Model expressly confirms that it has had sufficient time to review and understand the contract or to seek legal advice.

13) Jurisdiction

The place of jurisdiction is the domicile/residence of the photographer (Vienna, Austria).

The Model will receive a PDF copy of this agreement by email.

(Date and location)

(Photographe/ Sascha van der Werf)

(Model/ parents / legal guardian)