



Model Release Agreement

between

annemanke.com

Anne Manke

Luzernerstrasse 123, 6403 Küssnacht am Rigi, Switzerland

- hereinafter "the photographer" -

and

(Name, address, further contact details)

- hereinafter referred to as "model" -

the following contract for the creation and exploitation of personal photos is concluded:

§1 Services

1. The model is available to the photographer on _____ to take photos.

§2 Compensation

The photographer provides the model with digital prints of the photos for the purpose of self-presentation and private use. Paid sub-licensing by the model is excluded.

§3 Rights of the photographer

1. The photographer is entitled to exploit the photographs to be taken without any restrictions in terms of time and place.

2. In terms of content, the right includes use for the following purposes:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Advertising | <input checked="" type="checkbox"/> Print media, advertising material | <input checked="" type="checkbox"/> Outdoor advertising |
| <input checked="" type="checkbox"/> Online advertising | <input checked="" type="checkbox"/> Use on the Internet | <input type="checkbox"/> On the client's website |
| <input checked="" type="checkbox"/> On social media | <input type="checkbox"/> Publicly accessible image database | <input type="checkbox"/> Stock Image Archive |
| <input type="checkbox"/> Released under free license | <input type="checkbox"/> Press and media | <input type="checkbox"/> Public Relations (PR) |
| <input type="checkbox"/> TV or film production | <input checked="" type="checkbox"/> Artistic purposes | <input checked="" type="checkbox"/> Reference for photographer |

3. The choice of motifs is at the discretion of the photographer. The photographer can use any number of photos. You are not obliged to use it.

4. The photographer is also entitled to digitize and process the photos, be it through retouching, be it through digital processing using appropriate software or use in the context of montages of any kind. You can also use third parties for this.



§ 4 Attribution

1. Model attribution is at the discretion of the photographer. The photographer is entitled to use the photos taken by the model in connection with the name of the model (or a pseudonym) and the professional title.
2. If the photographer provides the model with digital prints of the photos for the purpose of self-portrayal or for private use, the model is responsible for publication of these Photographs are required to state the name of the photographer.

§ 5 Data Protection

1. The photographer is responsible under data protection law for the creation and use of the photographs.
2. The following characteristics are processed, which enable a personal reference: image of the model, place and time of the recording, name and contact details of the model.
3. The creation and use of the photographs are for the purposes specified in § 2, paragraph 2. The legal basis is the implementation of this contract, Art. 6 (1) (b) GDPR. The data processing is necessary for the execution of the contract.
4. The data will be deleted as soon as they are no longer required to achieve the purpose of the processing or when they no longer need to be kept to prove copyright infringement.
5. Under certain circumstances, the model has the following rights vis-à-vis the photographer with regard to their personal data:
 - the right to object to the processing (Art. 21 GDPR)
 - the right to information (Article 15 GDPR),
 - the right to rectification (Art. 16 GDPR)
 - the right to erasure (Art. 17 GDPR),
 - the right to restriction of processing (Art. 18 GDPR)
 - the right to data portability in a machine-readable format (Art. 20 GDPR)
 - the right to complain to a data protection supervisory authority about the processing of their complain about personal data (Article 77 GDPR).

§ 6 Other

1. This contract is subject to Swiss Law.
2. Verbal ancillary agreements do not exist. Changes must be made in writing.

Place & Date

Signature photographer

Place & Date

Signature model