

MODEL RELEASE AGREEMENT

Definitions:

1. **"Property"** is the own image, 3d data and sound of Releasor; it is the end product that results due to capturing the 3d data, performance, image and sound (reflection, audio, representation, character, video, 3d movements, performance, special look) of the Releasor still or moving, by any and all means such as by photography, filming, video and/or audio recording, performance recording, 3d data capture, or any other type of recording or device that helps recall the image of "Releasor" such as visual appearance, dimensions, likeness, sound, and voice of the Releasor or any other representative data that could be captured and communicated. 2. **"Releasor"** (also referred as the Model) is the fashion model or person or entity who signs this Model Release Agreement, which is a contract that states that the Releasor grants right to the Releasee the usage of own image, 3d data, performance, sound, pose and look of Releasor. The Releasor is likely to be a Model or Fashion Model but could also be anyone or any entity that has an image or data that could be captured. 3. **"Releasee"** (also referred as the Agency) is the person or entity who will have the rights to the Property. The name of the Releasee is not important. It could be a photographer, illustrator, filmmaker, designer, artist, company, machine, cinematographer, media company or any other person or entity or device photographing, capturing a visual image, capturing 3d data, recording performance, or recording image, 3d data, performance, and sound of the Releasor in any way. Releasee can change over time due to transfer of rights noted in this Agreement. 4. **"Third Parties"** means other entities, companies, institutions or people to whom the Releasor has assigned, licensed or sub-licensed the rights to this agreement. "Third Parties" can be recursive; i.e. the third parties could also have other third parties. 5. Compensation means anything of value received in exchange for the rights granted by Releasor in this release. The understanding of compensation is very wide, can be even a "Thank You" if it worth it at the time of Signature. The Compensation shall be stated at the end of this agreement. 6. Scope or Session is the framework or limitations related to this Model Release. Usually, the Model Release is specific to a recording session but it could be wider, for instance it could cover a time period or a specific location or for a very specific purpose as agreed but in most cases, it covers all purposes as defined in this contract, for the Property captured or recorded during the date of the recording sessions.

Terms and Acknowledgements

A) This Model Release Agreement is intended to cover the usage, exploitation and publication of Property for any **"Product"** including but not limited to advertising, presentation, design, promotion, public relations, marketing, commercial work, resale work, service or experience provision, industrial product development and packaging. This Model Release Agreement does not cover permit the use of Property for any erotic, pornographic, defamatory, derogatory or political content. By signing this agreement, the Releasor give a permission to the Releasee to use the Property in any publication or media including digital media, internet video channels, electronic media, print media, television, film, radio and other type of media. B) Releasor dully agree that the Property may be combined and/or used together with other visuals, illustrations, designs, art works, images, texts, documentation, graphics, films, videos, audio, audio-visuals, photographs and other intellectual property such as symbols, marks and logos; and may be altered, cropped, enlarged, inverted, distorted, scaled down, colour touched, enhanced, degraded or modified in any way. C) Releasor dully agree and acknowledge that the Releasor have no rights to the Property, and all rights to the Property belong to the Releasee regardless of time when the Property is used or published. D) Releasor dully agree and acknowledge that Releasor have no further right to any additional monetary compensation, barter rights, consideration, money, funds, accounting or payment. This means that the Releasor has either already been paid, or the Releasor is signing the agreement without requesting any monetary or other type of compensation. E) Releasor dully agree and acknowledge that Releasor will not make any claim for any reason to Releasee. F) Releasor dully agree and acknowledge this release is binding upon Releasor's heirs or anyone who might have rights in future to the Property. G) Releasor dully agree and acknowledge that this agreement cannot be cancelled, the Model Release Agreement is irrevocable, worldwide, perpetual, sublicensable, everlasting and will be governed by the laws of Italy. H) Releasor dully agree and acknowledge that this Model Release Agreement can be transferred to another party by the Releasee. If this happens, the new party becomes the Releasee. I) By signing this agreement, the Releasor does not grant a license to use the name of the Releasor, only the Property, without name. However, if the real name of the Releasor is mentioned in a video, performance, audio recording session or visible in 3d data capture or photography, then the inclusion and mention of the name is permitted. Releasee at its sole discretion may decide whether the name of the Releasor shall be kept hidden or not, if Releasee decides to keep the name of the Releasor hidden, then the personal information of the Releasor shall not be made publicly available, and could only be used directly in relation to the licensing of the Property in necessary legal situations that arise for breach of this agreement by the Releasor. J) The Releasor dully state, represent and warrant that to be of at least 18 or legal age in country of residency and have the full legal capacity to execute and sign this Model Release Agreement. K) Releasee will have full copyright of the Property together with the right of reproduction either wholly or in part. L) Releasee retains all rights to 3d data, image, video and sound recordings for perpetuity. M) Releasor has the right to enter into the Model Release Agreement and Releasor is not restricted by commitments to third parties. N) Releasee has no financial commitment or obligations to

Releasor as a result of this Agreement. O) Releasor expressly agrees to release, indemnify, protect and defend Releasee and its officers, employees, workers, agents and designees from any and all claims known and unknown arising out of, or in any way connected with, the above granted uses and representations. P) In consideration of all of the above, Releasor hereby acknowledge receipt of reasonable and fair consideration from Releasee. Q) "Releasee" is not legally obliged to notify nor ask permission of the "Releasor" for any "Product" that is based on, or developed using, or integrates any elements of the "Property" in any way. R) A' DESIGN AWARD & COMPETITION SRL (IT03806480137), VIA LEONE LEONI 32, 22100, COMO, ITALY is explicitly granted the full rights, benefits and protection the Releasee is granted as part of this agreement; it shall be considered that the Releasee has sublicensed this agreement to A' DESIGN AWARD & COMPETITION. A' DESIGN AWARD & COMPETITION is explicitly not required to pay any fees, dues or compensation to neither the Releasor nor the Releasee.

Compensation: "Thank You" Already paid. Releasee and A' DESIGN AWARD & COMPEITION SRL has no past, current or further obligations for compensation towards any party. Any compensation is considered to be paid and any obligation is considered to be fulfilled upon signature of this agreement, with no further compensation or obligation possible. All parties agree that any compensation has already been paid in full without need to provide a proof of payment.

Scope or Session: Unlimited. This agreement shall be valid for unlimited number of recordings, designs, products or productions made in different dates or locations.

Signed & Agreed by Releasor (Model)

Name & Surname of Releasor _____

Date (YYYY/MM/DD) and Place of Birth of Releasor _____

Contacts Phone, E-mail or Fax Number of Releasor _____

Full Address (Name, Street, City, State, Zip or Postal Code, Country) _____

Date and Location of Signature

Signature

Signed & Agreed by Releasee (Designer/Company/Agency/Photographer/Videographer)

Name & Surname / Company Name of Releasee _____

Releasee Place of Birth / Foundation Date (YYYY/MM/DD) _____

Contacts Phone, E-mail or Fax Number of Releasee _____

Full Address (Name, Street, City, State, Zip or Postal Code, Country) & Company Registration Number _____

Date and Location of Signature

Signature