

## MODEL AGREEMENT

This model agreement (the **Agreement**) is concluded on the \_\_\_\_\_ of \_\_\_\_\_ 2020 by and between

1. **Quatsch und Unfug OÜ**, a limited liability company established and operating under the laws of the Republic of Estonia, registry code 14891741, registered address Narva mnt 5, 10117 Tallinn, Estonia ("**We**" or "**Company**"), represented by a management board members Robert Kaye and/or Marc Tschudin; and the Model ("**You**"), identified as:

**Legal Name:** \_\_\_\_\_  
**Personal ID code:** \_\_\_\_\_  
**Date of Birth / age:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

### WHEREAS:

- A. We create 3D models of human genitals with the aim of breaking taboos, educating at a global level, and improving body-image. We empower educators to do the same by making the 3D models freely available for viewing online and for downloading/printing under the CC0 license.
- B. We take photos of humans from all walks of life and process these photos to produce 3D models of the genitals and other body parts. Our goal is to make the 3D models freely available for viewing and downloading on our website <https://wearebeautiful.info> in order for visitors to gain knowledge about the human body. We aim to provide sex education about human genitals, free of taboos, for anyone in the world with even limited internet access.
- C. This project is non-profit and we expect the models' participation of the project to be strictly volunteer.

### WE AGREE AS FOLLOWS:

#### 1. OBJECT OF THE AGREEMENT

- 1.1. After signing this Agreement, the Company's photographer (the **Photographer**) will take photos of your body parts. The location and time of the photoshoot are agreed in the Section 10 of this Agreement.
- 1.2. By signing this Agreement, you give the Company and the Photographer your consent to take the photos of your body parts and use these photos to create the 3D model (the **Product**) from the photos of you ( and make the Product available for the public. The original photos of you will not be made public on our website.
- 1.3. After the photoshoot, the Company uses the photos of you to create the Product. The Company does not guarantee that the Product will be 100% accurate representation of your anatomy due to the fact that there are limits to the 3D modelling process.

## 2. NON-PAYMENT

- 2.1. This project is non-profit and therefore we will not pay any remuneration to you. Your service is considered strictly as volunteer work for us.
- 2.2. As of appreciation for your participation in this project, the Company will provide you one 3D printed copy of the Product created from the photos of you. This will not be considered as a payment for your service.

## 3. SAFETY

- 3.1. As of signing this agreement, you confirm that you are at least 18 years old. We have the right to demand the proof of your age at any time and make a copy of your ID or passport, which will be stored on the same terms as our counterpart of this Agreement.
- 3.2. We recognise the sensitive nature of taking photos of you. You have the right to revoke your consent and stop the photoshoot at any time of the process. During the photoshoot, please let the Photographer know if you feel uncomfortable.
- 3.3. In order to protect you from any kind of inappropriate behaviour from the Photographer and to protect the Photographer from any kind of inappropriate behaviour from you or any false accusations, there must always be at least one person (the **Witness**) in addition to you and the Photographer at the site of the photoshoot while taking photos of you. By signing this Agreement you give your consent for the Witness to be in the same room while the Photographer takes photos of you. The Witness has a right to stop the photoshoot if the Witness notices any inappropriate behaviour from either you or the Photographer. The name of the Witness and the signature of the Witness must be included in this Agreement, but the Witness shall not be a party to this Agreement.

## 4. PRIVACY

- 4.1. Keeping your privacy is very important to us. Your privacy will be strictly protected by the Company.
- 4.2. Only the representative of the Company, the Photographer and the Witness will know your identity. Y The Photographer is obligated to keep your privacy on the same terms as the Company.
- 4.3. We will assign you a model ID number which is included in this Agreement in Section 10.
- 4.4. We will assign you a Provisional Number, which will be physically attached to you during the photoshoot. This Provisional Number will be provided to the Photographer. The Provisional Number will be permanently deleted after 90 days starting from the photoshoot.
- 4.5. Your identity is shown only on this Agreement. Your identity will not be shown on the Product or on the website where the Product is available for the public. In order to protect your privacy, the Product shall be identified only by your model ID number. Your identity and the model ID number can be linked only by the Company, you and the people you choose to tell your name and model ID number. Only the following data will be shown on the website without the possibility to associate the data with your identity:
  - 4.5.1. your gender and sex;
  - 4.5.2. your body type;
  - 4.5.3. whether you have given birth and which way;

**4.5.4.** the history of your body;

- 4.6.** We will have the right to create a data set that associates the model ID number and the age, origin country and self-declared ethnicities and release this data set to qualified researchers at accredited research organizations who may use this information for their research. Your identity will not be revealed to the researchers.
- 4.7.** The Company is obligated to keep the original counterpart of the Agreement securely locked in Switzerland. The Company does not have a right to make any copies of the Agreement or digitize it, except if it is necessary in order to protect the interests of the Company or the Photographer in any disputes with you.
- 4.8.** The Company or any other person related to the Company is not responsible for any negative consequences or damages for the leak of your identity if the leak is caused by your intentional or accidental action or inaction. For this reason, we suggest keeping your model ID number strictly private.

## **5. YOUR RIGHTS**

- 5.1.** You have the right to revoke your consent to participate in this project at any time. The withdrawal of your consent must be submitted to us in written form. If you choose to do so, there will be no further actions by the Company in order to release the Product. There also will be no penalties for you if you choose to revoke your consent after signing this Agreement.
- 5.2.** If the Product created from photos of you is already available for the public at the time you revoke your consent, the Company shall make the Product no longer available on the website. We agree to remove the Product from the website within three (3) working days after receiving your notice.
- 5.3.** However, we explain that if the Product is already available for the public on the website, the visitors have the right to download it and print their own copies or use it in any other way they like. There are no restrictions for the visitors to use the Product, which means that they also have the right to distribute the Product. Therefore, once the Product is available for the public, the Company will not be able to eradicate all the copies of the Product from the Internet. We will only remove the Product from the Company's website. By signing this Agreement, you acknowledge the risks of this project and the fact that once the Product is available for the public, it is not possible to remove it from the Internet entirely.

You confirm that you understand and accept the risks and consequences of the project by signing here:

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*name and signature*

- 5.4.** The original photos of you will be deleted permanently after 90 days starting from the photoshoot. There is no time limit for the Company to use the Product created from the photos of you.
- 5.5.** You have the right to submit any claims you have regarding this project against the Company, including any claims regarding the work of the Photographer.

## **6. LICENSE**

- 6.1.** The Company has the right to make the Product available on the website of the Company. By signing this Agreement, you give your consent to make the Product public on the terms of this Agreement.
- 6.2.** The Product will be licensed under the Creative Commons CC0 license, which means that the Product will be globally free without any restrictions. The Product will be released worldwide into the public domain. It provides unlimited access to distribute and reproduce the Product and it cannot be revoked once the Product is public.
- 6.3.** You shall have no copyrights regarding the Product.
- 6.4.** The Company cannot guarantee or affect how the Product will be used by the visitors of the website. The visitors may use the Product in any way they see fit.

## **7. DATA PROTECTION**

- 7.1.** By signing this Agreement, you give your consent to the processing of your personal data in accordance with the conditions provided in this Agreement and law. You confirm that you have been informed about the conditions for the processing of personal data applied by us. We have informed you that you have the right to revoke your consent to the processing of your personal data at any time.
- 7.2.** We process, collect, use and store your personal data in accordance with the data protection law, including the General Data Protection Regulation (2016/679) (GDPR).
- 7.3.** We are not allowed to process your personal data for marketing purposes.
- 7.4.** You have the following rights:
  - 7.4.1.** to receive information about your personal data processed by us;
  - 7.4.2.** to demand the immediate correction of your inaccurate personal data;
  - 7.4.3.** to demand the erasure of your personal data in the cases provided by law;
  - 7.4.4.** to demand to restrict the processing of your personal data in the cases provided by law;
  - 7.4.5.** to revoke your consent for the processing of your personal data.
- 7.5.** If you feel that we have violated your rights in the processing of your personal data, you have the right to demand the immediate termination of the violation from us. In addition, you have the right to turn to the Estonian Data Protection Inspectorate (phone: +372 627 4135, e-mail: [info@aki.ee](mailto:info@aki.ee)) or any other competent authority in the case of violation of your personal data.

## **8. GOVERNING LAW AND JURISDICTION**

- 8.1.** This Agreement will be governed by the law of the Republic of Estonia.
- 8.2.** If there will be any disputes between us regarding this Agreement, we will try to settle these disputes by the means of negotiations in good faith. If it is not possible, the disputes will be finally resolved in the Harju County Court, Estonia.

## **9. OTHER TERMS**

- 9.1.** This Agreement contains the complete agreements between us and it supersedes all prior oral or written agreements and declarations between us.

- 9.2.** This Agreement and its terms are confidential and you or we shall not disclose such information to any third party without the written consent of the other party to the Agreement. This obligation will not prevent us from any disclosure required by law.
- 9.3.** By signing this Agreement, you confirm that you have carefully read all the provisions of the Agreement, you are fully informed of your rights, you acknowledge the risks of this project and you had the chance to negotiate all provisions of the Agreement and change any provision that you feel is damaging your rights.
- 9.4.** This Agreement has been made in the English language in two original counterparts having the same legal power, one counterpart for you and one for us.

## **10. DETAILS AND SIGNATURES**

### **10.1. Additional personal data:**

E-Mail or phone number.: \_\_\_\_\_

Country of birth: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

Sex:            ☐ woman      ☐ man            ☐ intersex  
                  ☐ other: \_\_\_\_\_

Gender:        ☐ female      ☐ male            ☐ trans-mtf    ☐ trans-ftm  
                  ☐ other: \_\_\_\_\_

Body type:    ☐ thin            ☐ fit                ☐ full            ☐ overweight

Have you      ☐ no                ☐ yes, vaginal birth            ☐ yes, caesarean  
 given birth?

Body history: ☐ pregnancy   ☐ breast fed   ☐ augmented   ☐ circumcised  
                  ☐ episiotomy   ☐ labiaplasty   ☐ mastectomy  
                  ☐ fem.->male   ☐ male->fem.   ☐ female genital mutilation

**10.2. Model ID number**

☐ noted on the model's copy of this Agreement

☐ provided in a separate document.

☐ provided here: Model ID number: \_\_\_\_\_

**10.3. Provisional Number:** \_\_\_\_\_

**10.4. Details of the photoshoot:**

Location of the photoshoot: \_\_\_\_\_

Date of the photoshoot: \_\_\_\_\_

**10.5. Details of the Witness:**

Legal Name: \_\_\_\_\_

E-Mail or phone number.: \_\_\_\_\_

Signature: \_\_\_\_\_

By signing this Agreement, you confirm that you have thoroughly read all the terms above and confirm that the data written above is correct.

\_\_\_\_\_  
[model signature]

\_\_\_\_\_  
The board member of the Company