

# PHOTOGRAPHY SERVICES AGREEMENT

This agreement is entered into between *<Name>, <VAT number>* (the “Photographer”) and *<Name>, <VAT number>* (the “Client”)

Jointly referred to as the “Parties” and each individually as a “Party”.

## 1. BACKGROUND

1.1 *<Insert a description of the background and purpose of the assignment>*

1.2 On this basis, the Photographer and the Client agree to the following terms and conditions governing the assignment and the rights of use in respect of the Photographer’s work (hereinafter referred to as the “Material”) under this agreement (the “Agreement”).

## 2. THE ASSIGNMENT

2.1 This Agreement concerns *<Name of project/object of the assignment>*.

2.2 The Photographer undertakes to deliver to the Client *<describe the deliverables, e.g., “x number of images” or “film of x minutes’ duration”>* (the “Material”) in accordance with the Assignment Description set out in Appendix 1.

2.3 The Material shall be delivered in the following format: *<describe format>*.

2.4 Final delivery of the Material shall take place no later than *<DD-MM-YYYY>*.

2.5 Any notice of defects shall be made within eight (8) working days of final delivery. After this period, the Material shall be deemed accepted by the Client.

2.6 Any additional costs, including but not limited to equipment rental, materials, travel or transport expenses, or working hours exceeding those specified in the Assignment Description, shall be reimbursed separately as agreed.

2.7 This Agreement incorporates the applicable provisions of the General Terms and Conditions of the Swedish Photographers’ Association (SFF), attached as Appendix 2.

## 3. THE CLIENT'S RIGHT OF USE

3.1 The Photographer hereby grants to the Client *< “a non-exclusive / an exclusive”>* right of use in respect of the Material, for the purpose of *<insert purpose, e.g., “marketing the Client’s products and services”>*.

3.2 The right of use shall be limited to the following media, platforms, and formats: *<specify, e.g., “the Client’s official website, social media channels (Facebook, Instagram, LinkedIn), and printed brochures, up to [x] copies”.>*

3.3 The right of use shall apply for a period of <"x months/years from the date of final delivery of the Material." or "the full duration of copyright protection of the Work under applicable law.">

3.4 Any use of the Material beyond the scope defined in this Section requires the Photographer's prior written consent and shall be subject to a separate agreement.

#### **4. THE PHOTOGRAPHER'S RIGHTS AND LIMITATIONS**

4.1 This Agreement governs the rights of use to the Material granted by the Photographer to the Client pursuant to Section 3. All other rights in the Material shall remain vested in the Photographer.

4.2 Even where the Client is granted exclusive rights, the Photographer shall retain the right to use the Material for the Photographer's own marketing, portfolio and projects such as exhibitions or book projects, unless otherwise expressly agreed in writing under Section 3.

4.3 The Client shall not grant or transfer any right of use in the Material to any third party, unless expressly permitted under Section 3.

4.4 The Material may only be processed to the extent necessary to enable its agreed use and in consultation with the Photographer. Under no circumstances may the Material be used or altered in a context or in a manner that could reasonably be considered to prejudice the Photographer's reputation or identity, in violation of Section 3 of the Swedish Copyright Act (1960:729).

4.5 The Photographer's name shall be clearly stated in connection with any use of the Material, unless this is practically or technically impossible, and in accordance with the Photographer's instructions. In case of omission, the Photographer shall be entitled to damages in accordance with the General Terms and Conditions of the Swedish Photographers' Association (SFF), attached as Appendix 1.

4.6 Where the Material is provided to a third party, the Client undertakes to ensure that the Photographer is credited in the manner described above, unless this is practically or technically impossible, and to inform such third party that failure to provide credit may result in liability for damages.

#### **5. WARRANTIES**

5.1 The Photographer warrants that the Material is the result of the Photographer's own creative work and, to the best of the Photographer's knowledge, does not infringe any third party's copyright or other intellectual property rights.

5.2 If generative artificial intelligence ("AI") has been used in the creation of the Material, the Photographer further warrants that, to the best of the Photographer's knowledge at the time of entering into this Agreement, no applicable terms of use, license conditions, or equivalent restrictions prevent the Client from using the Material in accordance with this Agreement.

## 6. PROCESSING OF PERSONAL DATA

In connection with the creation of the Material, the Photographer has *<obtained / not obtained>* the necessary consent from any identifiable individuals depicted in the Material, in accordance with the EU General Data Protection Regulation (2016/679), and any other applicable data protection legislation.

## 7. PAYMENT

7.1 The Client shall pay the Photographer the amount of *<sum>* SEK, excluding VAT, as consideration for the rights of use to the Material granted under Section 3. Additional compensation may become payable in accordance with Section 2.6.

7.2 The Photographer shall issue an invoice for *<sum>* SEK, excluding VAT, upon signature of this Agreement and/or *<sum>* SEK, excluding VAT, upon delivery of the Material in accordance with Section 2.5.

7.3 Payment shall be made within *<number>* days from the date of the invoice. The Photographer is acting as an independent contractor and is responsible for declaring and paying all taxes and charges in accordance with applicable law.

## 8. TERM OF AGREEMENT

8.1 This Agreement enters into force upon signature by both Parties and shall remain valid for as long as the Client holds rights of use to the Material in accordance with Section 3. Upon expiry or termination of the Agreement, all rights to the Material shall revert to the Photographer. Unless otherwise agreed in writing, the Client shall delete the Material from its archives.

8.2 The Client may not assign this Agreement to any third party without the Photographer's prior written consent. If the Client is declared bankrupt, enters into restructuring proceedings, becomes insolvent, or is otherwise transferred in whole or in part to another party, all rights under this Agreement shall revert to the Photographer with immediate effect.

## 9. BREACH OF CONTRACT AND TERMINATION

9.1 A Party that breaches this Agreement shall compensate the other Party for any damage suffered as a result of such breach.

9.2 Either Party may terminate this Agreement with immediate effect if the other Party commits a material breach of contract and fails to remedy such breach within twenty (20) days of receiving written notice. The terminating Party shall be entitled to compensation for any direct damage arising as a consequence of the termination.

## 10. MISCELLANEOUS

10.1 This Agreement constitutes the entire agreement between the Parties and replaces all previous written and oral agreements or understandings between them.

10.2 Any amendments or additions to this Agreement shall be made in writing and signed by both Parties.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with Swedish law. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall first be resolved through negotiations between the Parties. If the Parties cannot reach an amicable settlement, the dispute shall be finally settled by the competent Swedish court of general jurisdiction.

This Agreement has been executed in two (2) originals of which the Parties have taken one each.

Place/date:

Place/date:

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For <Client> (signature)

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For <Photographer> (signature)

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Name clarification

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Name clarification

## ASSIGNMENT DESCRIPTION

This Appendix forms an integral part of the Agreement between the Photographer and the Client.

*<The purpose of the Assignment Description is to clearly define the scope, execution, responsibilities, and expectations of the Parties in relation to the assignment. A detailed description reduces the risk of misunderstandings and ensures a shared understanding of what is to be delivered.*

*The Assignment Description should address, as applicable, the following points:*

- 1. Conditions of the Assignment*
  - Define what can be expected from the Photographer and what is expected from the Client in order to ensure the successful performance of the assignment.*
- 2. Deliverables*
  - Specify the material to be delivered, for example by reference to ideas, reference images, the Photographer's portfolio, or an agreed style, as well as relevant technical specifications (e.g. format, resolution).*
- 3. Schedule*
  - Provide a clear timetable for the photography session and for any preparatory and post-production work.*
- 4. Costs and Reimbursements*
  - Set out how the Photographer's potential costs related to the assignment (such as travel, accommodation, or rental of special equipment) will be reimbursed.*
- 5. Changes and Additional Costs*
  - Specify how requests for changes are to be handled within the agreed compensation, and under what conditions additional costs for extra work or expenses beyond the agreed fee will be reimbursed. Clear rules should be established to avoid misunderstandings.>*