

Employee Consent Agreement

Use of Image, Likeness, Voice and Performance in Promotional Materials

Date: [Insert Date]

Employer: [Insert Employer Name]

Employee: [Insert Employee Full Name]

Position: [Insert Employee Position]

1. Consent

☐ I consent to the Employer using my image, likeness, voice, and/or performance (collectively, “My Appearance”) in photographs, video, audio, or other recordings taken during the course of my employment or at Employer-sponsored events, including where captured by third parties engaged by the Employer, for use in promotional materials including but not limited to:

- 1 Social media posts and advertising
- 2 Brochures, flyers, posters and printed marketing materials
- 3 Newsletters, reports and press releases
- 4 Websites, digital platforms and mobile applications
- 5 Internal and external communications
- 6 Trade shows and conference materials
- 7 Educational and training materials
- 8 Company presentations and pitch decks

☐ I do not consent to the use of My Appearance in any promotional materials.

2. Rights Granted

I grant the Employer and its affiliates, subsidiaries, and authorised third-party contractors a non-exclusive, royalty-free, worldwide, perpetual, transferable, and sublicensable licence to use, reproduce, edit, modify, enhance, publish, distribute and otherwise exploit My Appearance in any media now known or developed in the future.

The Employer agrees not to use My Appearance in any way that is misleading, defamatory, unlawful, or damaging to my reputation, and will ensure that all use is consistent with the norms and standards of the Employer's industry.

I waive any moral rights I may have in relation to such use, including the right to be identified as the author or to object to derogatory treatment, subject to the above limitations.

This consent will continue after the termination of my employment.

3. Ownership

All recordings and materials incorporating My Appearance will remain the property of the Employer.

4. Compensation

I acknowledge that I will not receive any payment or compensation for the use of My Appearance in promotional materials, beyond the remuneration provided to me under my employment contract.

6. Acknowledgement

I have read and understood this Agreement. I understand that I am not required to give consent and that my decision will not affect my employment.

7. General Provisions

- (a) Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings or communications.
- (b) Governing Law and Dispute Resolution: This Agreement is governed by the laws of [Insert State/Territory], Australia. Any dispute arising under or in connection with this Agreement shall first be attempted to be resolved through good faith negotiations between the parties. If such negotiations fail, the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
- (c) Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- (d) Amendment: This Agreement may only be amended in writing signed by both parties.
- (e) Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

Employee Signature: _____

Name: [Insert Employee Name]

Date: _____

Employer Representative Signature: _____

Name: [Insert Representative Name]

Position: _____

Date: _____