



# Gesellschaft zur Übernahme und Wahrnehmung von Filmaufführungsrechten mbH

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USt-IdNr. DE 121295832  
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Internet: <http://www.guefa.de>  
E-Mail: [info@guefa.de](mailto:info@guefa.de)  
Geschäftsführer Klaus Macke  
HRB 5479, Amtsgericht Düsseldorf  
Vorsitzender des Aufsichtsgremiums  
Hans-Georg Rehs sen.

Agreement number: .....

## ASSIGNMENT AGREEMENT between the undersigned

film producer or his legal successor

.....  
.....

Str. .... in .....

represented by

.....

- hereinafter the Copyright Holder -

and

GÜFA Gesellschaft zur Übernahme und Wahrnehmung von Filmaufführungsrechten mit beschränkter Haftung in Düsseldorf

- hereinafter GÜFA -

### Article 1

The Copyright Holder hereby assigns to GÜFA as trustee for the Federal Republic of Germany (DE), Austria (AT), Switzerland (CH), Liechtenstein (LI), and the countries Netherlands (NL), Belgium (BE), Luxemburg (LU), France (FR), Italy (IT), Spain (ES), Portugal (PT), United Kingdom (GB), Ireland (IE), Denmark (DK), Finland (FI), Sweden (SE), Norway (NO), Poland (PL), Czech Republic (CZ), Slovakia (SK), Hungary (HU), Greece (GR), Turkey (TR), Estonia (EE), Latvia (LV), Lithuania (LT), Rumania (RO), Bulgaria (BG), Israel (IL), the exclusive copyrights, performance protection rights, rights of use and remuneration claims to films and motion pictures, film sequences, still images and photographs and other images of all kinds made in the context of film production that are currently due to him or that arise to his benefit or become due to or are reassigned to or are otherwise acquired by him during the term of this Agreement

to the following extent for representation of his rights in accordance with the following provisions.

- 1.1. The right to public rendering of films and motion pictures, section 21 UrhG.
- 1.2.a Rental rights for films and motion pictures, section 17, paragraph 3 UrhG.
- 1.2.b Remuneration claims arising from rental and loan of duplication items, sections 94, paragraph 4, in combination with 27, paragraph 2, UrhG.
- 1.3.a Remuneration claims against manufacturers, importers and dealers of devices and storage media that are suitable for duplication of films or motion pictures, irrespective of whether in full or in part, for recording radio and television broadcasts on image and sound storage media or for copying from one image and sound storage media to another, section 54 Abs. 1 UrhG.



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- 1.3.b the right to copy films and motion pictures on image or sound storage media and to public rendering by means of image or sound storage media by way of a business operation in accordance with section 56 UrhG, including when the image and sound storage media created in this way are not immediately deleted (section 94, paragraph 1, and section 95 UrhG).
- 1.3.c. The right to duplication and distribution of copies not intended for commercial purposes of a work for and their distribution exclusively to people, when access to this work in a form of sensual perception already available is either impossible or is significantly impeded for these recipients due to a handicap and when this duplication and distribution is necessary to enable such access (section 45 a UrhG).
- 1.4. Cable broadcasting and rebroadcasting rights.
- 1.5. Satellite broadcasting and rebroadcasting rights.
- 1.6. The right to rendering of television and radio broadcasts and public accessibility, section 22 UrhG.
- 1.7. General televisions and rebroadcasting rights.
- 1.8. The right to make publically available digitalised films and motion pictures for online uses (making publically available such that members of the public can access these films and motion pictures at a location and a time individually chosen by them), section 19 a UrhG, as an exclusive / non-exclusive right (delete as appropriate).
- 1.9. Rights that arise or become due through future technical developments or by changes in legislation, when these correspond to rights under sections 1.1 to 1.8.
  - (1) The Copyright Holder guarantees the legal validity and effective transfer of the ceded rights and undertakes to refrain from all independent exercise of these rights.
  - (2) The nature and scope of the rights to be enforced by GÜFA can be restricted by the Copyright Holder according to his discretion or be limited to a geographical area. Restrictions or limitations are to be specified separately and clearly by the Copyright Holder for the film titles in question in each case as a special agreement (see Article 13).
  - (3) The Copyright Holder provides warranty and expressly guarantees that the content, transmission, distribution, possession, public presentation, rendering, making available and broadcasting of the films assigned to GÜFA for execution of his rights do not violate any applicable criminal provisions, in particular section 184 ff StGB (German Criminal Code) or other regulations relating to the transmission, distribution, possession, public presentation, rendering, making available and broadcasting of sex films.

## Article 2

GÜFA is entitled to exercise or exploit in its own name the rights transferred to it by the Copyright Holder, to receive payments due in this regard and to issue legally binding confirmation of such receipts, to reassign to some party in part or in full the rights assigned to it or to prohibit their use, to take legal action against any unauthorised acts in this regard and to assert the rights to it, including in a court of law, in any way considered expedient by GÜFA in its own name.



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## Article 3

The Copyright Holder undertakes to report to GÜFA the name of the producers of all films covered by this Agreement on the special forms issued by GÜFA, in particular indicating the title and the category of the film and the name of the producer and to present a copy for registration. The Copyright Holder undertakes furthermore to provide to GÜFA on request evidence of the accuracy of the information provided relating to his copyright ownership. The Copyright Holder shall lose his claim against GÜFA for remuneration for films not correctly reported until such time as registration has been properly made. The Copyright Holder undertakes to provide GÜFA with all information necessary for determining his copyright and not to cede to GÜFA any rights for which he is not entitled to the rights of use indicated in Article 1.

## Article 4

- (1) The articles of association of GÜFA and the distribution plan are a constituent part of this Agreement and will continue to be so even if they are amended at some later date provided GÜFA has notified the Copyright Holder in writing of the amendment.
- (2) The consent of the Copyright Holder shall be considered granted if he has not expressly objected to the notification within six weeks of it being sent. If an amendment or supplement to the Assignment Agreement is agreed at some future date, the above shall apply accordingly. The accounting of remuneration due and its payment are based on the articles of association and the distribution plans.

## Article 5

The Copyright Holder undertakes to notify GÜFA without delay of any change to his place of residence, any amendment of the ownership of his enterprise. The distribution payments shall be made by bank transfer into the account indicated by the Copyright Holder. The Copyright Holder is obliged to notify GÜFA of his banking data. Any changes to his banking data are to be reported to GÜFA without delay. If the Copyright Holder fails to report such amendments on time before a payout is made, the payment shall be made into the last bank account known. If banking data is not reported, no payout shall be made. GÜFA does not undertake any liability for payments in the address and banking data are not provided and/or are no longer valid.

## Article 6

The Copyright Holder shall be charged on the basis of a uniform cost rate for administration costs that GÜFA incurs each year through exercising the assigned rights. This cost rate shall be deducted before each annual distribution by GÜFA from the amount due to the Copyright Holder. The Copyright Holder can view deductions from his income from exercise of his rights, including deductions for covering administration costs from GÜFA's annual transparency report.

## Article 7

Legal succession in the contractual relationship shall be decided according to the general applicable legal provisions unless otherwise regulated by the articles of association of GÜFA or this Agreement.



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## Article 8

The Copyright Holder undertakes in the event of any failure to fulfil his obligation from this Assignment Agreement to pay to GÜFA a contractual penalty of between € 5,000 and € 10,000 (five thousand and ten thousand EURO), the specific amount of which shall be set by GÜFA in line with the principle of proportionality and equal treatment of equal cases and according to the severity of the violation in question. If the Copyright Holder is in breach of Articles 1, 3 and 4, GÜFA expressly reserves the right to assert further damage compensation claims.

## Article 9

- (1) This Agreement is concluded with effect from ..... and shall continue for an indefinite term.
- (2) This Agreement can be cancelled by both parties with a notice period of six months to the end of each year. Notice to terminate must be in writing. An amendment or supplement to the articles of association, the distribution plan or the Assignment Agreement shall entitle the Copyright Holder to extraordinary cancellation of this Assignment Agreement with effect from the time the amendment or supplement comes into force; such notice to terminate is to be served by the Copyright Holder by registered letter at the latest one month after he receives notification of the amendment or supplement.
- (3) The beneficiary can, without terminating the Assignment Agreement as a whole, withdraw from GÜFA any rights of his choice to works or other intellectual property of his choice as well as the rights pertaining to certain territories/countries of his choice. Withdrawal of these rights, works or territories can also be made only with a notice period of six month to the end of a calendar year. The relevant declaration must be in writing.
- (4) With the (partial) termination of the Agreement, the rights in question will return to the Copyright Holder without any specific act of transfer. If the term of contracts that GÜFA concludes or amends with a user of the rights continues beyond the date this Assignment Agreement expires, this Agreement will be extended accordingly with regard to the ceded rights in question.
- (5) The beneficiary's claims against GÜFA from this Assignment Agreement are subject to a period of limitation of three years; the period of limitation is calculated according to the provisions of BGB (German Civil Code).
- (6) Accounting of the remuneration due to the beneficiary shall continue to take place after valid termination of the Assignment Agreement or a valid withdrawal of rights when the beneficiary is due income from his rights
  - a. for acts of use from a period before the agency relationship was terminated with legal effect or the withdrawal of rights became effective, or
  - b. from a right of use granted by GÜFA before the agency relationship was terminated with legal effect or the withdrawal of rights became effective.



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## Article 10

The Copyright can assign his remuneration claims to a third party for specific film works and assign all claims of a producer to a third party only by prior notice and with the consent of GÜFA.

## Article 11

The Copyright Holder shall receive a password-protected access to a free electronic catalogue of his works and registration system. Access to electronic communication is also possible through the email address [info@guefa.de](mailto:info@guefa.de) and the email addresses of staff members.

## Article 12

Amendments and supplements to this Agreement must be in writing.  
Place of performance for this Agreement is the official domicile of GÜFA. Legal venue for any disputes from this Agreement is also the official domicile of GÜFA. This Agreement is subject to the law of the Federal Republic of Germany.

### Special agreements:

## Article 13

- (1) The rights and claims indicated under Article 1 can be restricted in the relevant registration form for the film in question \*(using the country key table and table of code numbers for transfer of rights).

Düsseldorf, ..... , .....

GÜFA Gesellschaft zur Übernahme und Wahrnehmung von Filmaufführungsrechten mbH  
The Management

The Copyright Holder  
If the Copyright Holder is not an individual person, the legal status of the entity must be indicated, e.g. a single-member company, a general partnership (oHG), a limited partnership (KG), a limited liability company (GmbH), a stock corporation (AG). The Assignment Agreement must in such cases be signed by the authorised representative entered in the commercial register and the company stamp be appended)