



Agreement number: \_\_\_\_\_

### **ASSIGNMENT AGREEMENT**

between the undersigned beneficiary in his function as

author or performing artist \_\_\_\_\_  
(please specify exact authorship)

born \_\_\_\_\_ First name, last name \_\_\_\_\_  
(indicate any alias)

Street \_\_\_\_\_ Postal Code \_\_\_\_\_ Town \_\_\_\_\_

- 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, rights of use and remuneration claims to films and motion pictures that are currently due to him or that arise to his benefit during the term of this Agreement for exercise of these rights and collection of monies due in relation to every third party in accordance with the following provisions:

- 1.1 Remuneration claims arising from or replacing rental and loan rights to duplication items, including image/sound carriers in accordance with section 27, paragraph 1 UrhG.
- 1.2 Remuneration claims against manufacturers, importers and operators of image recording and duplication and similar equipment and manufacturers of storage materials in accordance with sections 53, 54 UrhG.
- 1.3 The right to duplication and distribution of copies of a work 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 The remuneration claim for inclusion of new types of use pursuant to section 137, paragraph 1 UrhG.



# Gesellschaft zur Übernahme und Wahrnehmung von Filmaufführungsrechten mbH

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E-Mail: [info@guefa.de](mailto:info@guefa.de)  
Geschäftsführer Klaus Macke  
HRB 5479, Amtsgericht Düsseldorf  
Vorsitzender des Aufsichtsgremiums  
Hans-Georg Rehs sen.

- (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 can demand that certain rights be transferred back to him to be exercised in a specific individual case for a non-commercial use by a third person with restriction to certain types of use or to certain countries. GÜFA is entitled to refuse such demands when they are in conflict with superordinate interests of the company.
- (4) 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, 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.

## 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. 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 entitlement and not to cede to GÜFA any rights for which he is not entitled to the remuneration rights 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; he shall be informed of this legal consequence in the notification. 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.



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## Article 5

The Copyright Holder undertakes to notify GÜFA without delay of any change to his place of residence. 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 personal bank account. 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.

## 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 € 2,500 and € 5,000 (two thousand and five hundred and five 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 Copyright Holder 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 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



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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 Copyright Holder'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 Copyright Holder shall continue to take place after valid termination of the Assignment Agreement or a valid withdrawal of rights when the Copyright Holder 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 the collecting agency before the agency relationship was terminated with legal effect or the withdrawal of rights became effective.

## Article 10

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 11

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.

## Article 12

### Special agreements:

(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).

Düsseldorf, .....

....., Date: .....

GÜFA Gesellschaft zur Übernahme und Wahrnehmung von Filmaufführungsrechten mbH  
- The Management -

the Copyright Holder