

# Nova Vista Immo – Drone Videography Service Agreements

## AGENT SERVICE AGREEMENT

This **Agent Service Agreement** (the “Agreement”) is made between *Nova Vista Immo*, a brand of **Hackerman Barcelona Agency 42 S.L.**, a company incorporated under the laws of Spain with registered office at Passeig del fonoll 8b, Sitges 08870 Barcelona, CIF B67422634. (the “Company”) and the undersigned licensed real estate agent or agency (the “Agent”). Nova Vista Immo provides free aerial drone videography and production services (the “Services”) for marketing listed properties. All Services shall be performed in full compliance with applicable Spanish and EU regulations governing unmanned aerial systems (e.g. EU Regulations 2019/947 and 2019/945 and Spain’s implementing laws) and data protection laws (e.g. GDPR 2016/679 and Spanish LOPDGDD). The parties agree as follows:

### 1. Definitions

- **Property:** The real estate owned by a third party and identified by address that the Agent has listed for sale or lease.
- **Footage:** All raw and edited video, photographs, and related media captured or produced by Nova Vista Immo under this Agreement.
- **License:** The limited right granted to the Agent under Section 2.
- **Private Link:** A non-public online link or embed of the Footage displaying only on the Agent’s controlled website or listing platform.

### 2. Grant of License; Ownership

**2.1 Free Services:** Nova Vista Immo shall provide the Services at no charge to the Agent. In consideration, the Agent is granted only the limited rights below.

**2.2 Ownership:** Nova Vista Immo retains exclusive ownership of all Footage and intellectual property therein. Agent explicitly acknowledges that all copyrights and other rights in the Footage remain with Nova Vista Immo, and nothing in this Agreement transfers ownership to the Agent.

**2.3 License to Agent:** Subject to full compliance by Agent with this Agreement, Nova Vista Immo grants the Agent a **non-exclusive, non-transferable, revocable license** to use the Footage only (a) via a private (unlisted) online link or embed, (b) for marketing the Property on the Agent's official website and on real estate listing platforms (Idealista.com and comparable platforms), and (c) only during the term of the Agent's valid listing mandate on the Property. Use of the Footage on social media or public video platforms (e.g. YouTube, Facebook, Instagram, TikTok) is expressly prohibited without Nova Vista Immo's prior written consent.

**2.4 Company's Public Use:** Nova Vista Immo reserves the exclusive right to publish, broadcast, license or otherwise use the Footage in any manner (including on Nova Vista Immo's website, social media channels, portfolios, or marketing materials), with Nova Vista Immo's branding. Agent acknowledges that Nova Vista Immo may add its own logos or titles to any public version of the Footage.

### 3. Exclusive Filming and License Rights

- **Exclusive Filming:** Once Nova Vista Immo films a Property under this Agreement, it will not perform additional drone filming of that same Property for any other agent or broker unless this Agreement (or the License) is terminated. Agent understands that Nova Vista Immo's shooting rights are exclusive per Property.
- **License Termination:** The Agent's license to use the Footage terminates automatically if the Agent's listing or marketing mandate on the Property expires or is revoked. In such event, Agent shall immediately cease using the Footage and delete any copies. Thereafter, Nova Vista Immo may at its option reassign or update the Footage for a new agent or listing.
- **No Alteration:** The Agent shall not alter, edit, enhance, or modify the Footage in any way (other than adding Agent's logo or non-obtrusive property info) without Nova Vista Immo's prior written approval. The Agent may not crop, digitally enhance, or add filters to the Footage, nor extract stills or segments except as provided here.
- **No Sublicense or Transfer:** The License is personal to the Agent and may not be sublicensed, assigned or transferred to any third party.

### 4. Agent's Responsibilities

- **Property Access & Owner Consent:** The Agent is solely responsible for confirming access to the Property and obtaining the property owner's permission for all parts of the shoot. This includes authorizing Nova Vista Immo to film both interior and exterior areas and to publish the resulting images. The Agent represents that it has or will obtain the owner's written permission for such filming and distribution before Nova Vista Immo commences work. The Agent must deliver to Nova Vista Immo any written owner

instructions or approvals in advance.

- **Privacy Restrictions:** The Agent shall provide Nova Vista Immo in writing of any owner-imposed restrictions on filming (e.g. specific rooms, objects, persons or angles to be excluded). Nova Vista Immo will use reasonable efforts to honor such requests; however, **if such restrictions are excessive** (for example, if filming the Property becomes impractical or ineffective), Nova Vista Immo reserves the right to cancel the Service. (Spanish privacy regulations require protecting private spaces and persons – for example, the Spanish Data Protection Agency advises against publishing images of individuals or private areas without consent.)
- **Advance Notice:** The Agent must provide Nova Vista Immo with the exact Property address and GPS coordinates at least seven (7) days before the scheduled shoot date. This advance notice is required for Nova Vista Immo to conduct airspace assessments, obtain any necessary flight authorizations, and ensure compliance with applicable drone and privacy regulations. The address and GPS information will be treated as strictly confidential and will not be disclosed to any third parties, except to Nova Vista Immo's designated assistant who may be present during the filming. Nova Vista Immo will not share this information with other agents or external parties under any circumstances.
- **Compliance With Law:** The Agent acknowledges that Nova Vista Immo will conduct the flight in full compliance with all aviation laws and regulations. Nova Vista Immo shall use properly certified drone pilots, maintain required liability insurance, and operate within permitted altitudes and distances. For example, Spanish law mandates that drone pilots carry mandatory insurance and drone identification, and respect individuals' privacy and honor during filming.
- **Presence at Shoot:** The Agent or the Agent's representative may be present during the shoot. The Agent may suggest framing or areas of interest, but Nova Vista Immo retains sole creative and editorial control of the filming process and final edits. Nova Vista Immo's operator will make all flight and camera decisions.

## 5. Liabilities, Indemnification and Other Terms

- **Compliance Indemnity:** The Agent agrees to indemnify, defend and hold harmless Nova Vista Immo from any claims, damages or liabilities arising from (a) the Agent's failure to secure the owner's permission or airport/airspace access, (b) the Agent's breach of any representation in this Agreement, or (c) any prohibited use of the Footage by the Agent.
- **Company Liability:** Nova Vista Immo's liability to the Agent for any claim arising under this Agreement (including for negligence) is limited to direct damages up to an amount equal to the Company's actual costs. In no event shall Nova Vista Immo be liable for

indirect, consequential, special or punitive damages (including loss of profits or data). The Agent understands and agrees that Nova Vista Immo provides the Services “as is” and makes no other warranties beyond those expressly set forth herein.

- **License Revocation:** Nova Vista Immo may terminate the License and use of Footage immediately if the Agent breaches any material term of this Agreement. Upon such termination, all rights granted to the Agent hereunder cease and the Agent must remove or destroy all copies of the Footage.

## 6. Term and Termination

This Agreement is effective as of the date the Agent schedules the shoot or signs this document (“Effective Date”) and continues until the earlier of (a) completion of the Services and any authorized display period, or (b) termination per this Agreement. The Agent’s rights hereunder automatically expire upon termination of the Agent’s listing or mandate for the Property. Notwithstanding termination, all licenses granted for public use remain in effect for content already published.

## 7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of Spain. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of Barcelona (Catalonia), Spain, unless otherwise required by law.

## 8. Miscellaneous

This Agreement (including any attachments) constitutes the entire understanding between the parties and supersedes all prior agreements on the subject. No amendment is effective unless in writing and signed by both parties. If any provision is held invalid, the remainder shall remain in force.

*By signing below, Agent acknowledges and accepts all terms above.*

**[Nova Vista Immo]** \_\_\_\_\_ **[Agent Name/Agency]**

Date: \_\_\_\_\_ Date: \_\_\_\_\_