

MLSOK, Inc.

COMPLIANCE GUIDELINES

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The **MLSOK, Inc. ("MLS")** is responsible for the enforcement of the MLS Rules and Regulations. All written complaints involving violations of the MLS Rules and Regulations will be considered by the MLS staff in accordance with these Compliance Guidelines. All complaints of unethical conduct or requests for arbitration shall be referred to the Association with which the Participant and/or Subscriber holds primary membership or to the Association within which Participant and/or Subscriber maintains its principal place of business. Any complaint that encompasses a violation of the MLS Rules and Regulations and unethical conduct or requests for arbitration will be separated into two issues and handled by the appropriate adjudicator. Any disputes that arise between Participants and/or Subscribers involving Non-Association Member Participants or Subscribers will be referred to Rules Violation Committee and arbitration shall be conducted in accordance with MLS Hearing Procedures at Participant's or Subscriber's own expense, if applicable.

Capitalized terms used herein shall have the meaning ascribed to them in the MLS Rules and Regulations.

Except as otherwise stated in the MLS Rules and Regulations or these Compliance Guidelines, all fines set forth herein are per occurrence and cumulative.

SECTION 1: THE VIOLATION PROCESS

Alleged violations of the MLS Rules and Regulations must be submitted electronically to the MLS Office through the MLS System using the Online Reporting Form accessed via the MLS System or the Automated Violation System. Each violation report must identify the party making the submission but will be held in confidence until such a time as a party requests a hearing.

The Online Reporting Form must clearly state the nature of the violation and include all applicable documentation. An Online Reporting Form may be submitted by any of the following:

A. MLS Participants and/or Subscribers;

B. Licensed and unlicensed administrative and assistant personnel affiliated with a Participant and/or Subscriber;

C. User

How Alleged Violations Are Recorded

The MLS Rules and Regulations and Bylaws authorize MLSOK to act upon MLS listing violations. There are two means upon which a violation is recorded on the MLS System:

1. Daily automation and administrative process of auditing and remediation of data entry to the MLS of the more common and identifiable violations and/or misuse through the MLS System via the Automated Violation System.
2. Written report of a current violation in the MLS database.

How Alleged Violations Are Reported

1. Via email to datachecker@okcmar.org
2. Through the MLS System using the Online Reporting Form

Upon receipt of the Online Reporting Form, MLS staff will review it and check the MLS System to confirm the violation. If MLS staff determine that a violation has occurred, it will be placed in one of the following categories:

A. Correctable violations: failure to correct a correctable violation within two (2) business days of notification;

B. Non-Correctable Violations

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C. Serious Violations;

D. Prohibited Activities; or

E. Additional Fines.

The Participant and/or Subscriber will be notified of any listing changes, required corrections, or non-correctable violations in the MLS Compilation.

SECTION 2: CORRECTABLE VIOLATIONS

Upon confirmation of one of the following violations by the MLS staff, a written notice of the correctable violation will be sent to both the Participant and Subscriber by electronic transmission through the MLS System. The Participant and/or Subscriber must correct the violation within two (2) business days of notice.

Correctable violations include, but are not limited to:

Violation	**Corresponding Section of the Rules and Regulations**
1. Entry of comments, text, or imposed images in any publicly accessible System remarks, included but not limited to public remarks, Tax ID, directions, address, picture, and picture descriptions, that are not specific to the physical attributes of subject property. May include, but is not limited to, contact information such as name (agent name, office name, builder name, seller name, appraiser name, title company name, any third-party name, etc.), email address, phone numbers, of any kind, any and all websites, or any other contact information whatsoever;	§ 3.5
2. Entry of comments or text in the Directions field that is not specific directions to the subject property;	§ 3.5
3. Entry of comments or text in the Tax ID field that is not tax assessor's number. In the event no Tax ID exists (such as new construction) use of N/A or NONE is acceptable;	§ 3.5
4. Entry of any text, comments, or photographs that are obscene, offensive, defamatory, profane, harmful, threatening, discriminatory, or in violation of the rights of others or applicable law.	§ 3.4.3
5. Failure to include a minimum of one (1) representative photograph of the subject property upon entering the listing into the MLS System. The photograph must accurately represent the subject property. If the seller does not want a photograph of the property in the MLS, a signed statement from the seller must be submitted to MLSOK. An alternative photograph or visual representation must be entered into the listing in lieu of a photographic representation. Acceptable alternatives would include a map, a plat map or a floor plan, or architectural rendering, for example;	§ 17.3
6. Entry of listing photographs that have been digitally altered to add text, graphics, or images, or that misrepresent the appearance or features of the property, except for new construction listing photographs that have been digitally altered to disclose that the property is a model or previously built property;	§ 17.2

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7. Failure to disclose that the photograph for a new construction listing is a model or previously built property;	§ 17.2
8. Brokerage/associate sign visible in photos;	§ 17.2
9. Links to branded virtual tours, videos, or any other media whatsoever that depicts marketing material not specific to the physical attributes of subject property;	§ 17.2
10. Failure to submit the correct listing expiration date;	§ 3.1.1; § 3.19
11. Failure to correctly complete all required fields in the System;	§ 3.1.1; § 3.4.1
12. Failure to indicate individually all property that is to be sold or which may be sold separately in the Listing Agreement and in the MLS System;	§ 3.16
13. Failure to enter each property to be sold as part of a package, including without limitation properties sold as an investment package, into the MLS System individually	§ 3.16
14. Failure to properly enter when part of a listed property has been sold;	§ 3.16
15. Failure to enter the correct selling price on a Closed listing;	§ 4.6
16. Failure to enter the correct selling office and selling associate on a Closed listing provided documentation includes proof of effort by selling broker to have correction made prior to submission of the Online Reporting Form.	§ 4.6
17. Entry of derogatory words or statements or any words or statements found to discriminate against a protected class under the Fair Housing Act or similar anti-discrimination law	§ 3.4.3
18. Failure to comply with the new construction listing requirements in Section 3.11 of the MLS Rules and Regulations	§ 3.11

SECTION 3: FAILURE TO CORRECT A CORRECTABLE VIOLATION

If a notice of a correctable violation has been sent to a Participant and/or Subscriber, the correction must be made within two (2) business days of receipt of the notice. If the correction is not made within two (2) business days, then the MLS staff may remove the listing from the System or take alternate action as necessary such as removing data that is not in compliance.

SECTION 4 CORRECTION FEES AND REPEAT OFFENSE POLICY

When the Correctable Violation Notification has been sent to the Participant and Subscriber, the correction must be made within two (2) Business Days from the date of the notice. Non-response or non-compliance to a Correctable Violation Notification within the designated grace period may result in the following:

First Time Offense: No fine will be assessed; however, a Twenty-five Dollar ($25.00) Fee will be assessed per day until the Participant or Subscriber corrects the listing.

Second Time Offense: A $50 fine will be assessed per occurrence and a Twenty-five Dollar ($25.00) Fee will be assessed per day until the Participant or Subscriber corrects the listing.

Third Time Offense: A $100 fine will be assessed; the matter will be referred to the MLSOK Board for review, and a Twenty-five Dollar ($25.00) Fee will be assessed per day until the Participant or Subscriber corrects the listing.

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In any occurrence, if the violation is not corrected within five (5) Business Days, the MLSOK staff may remove the listing or take alternate action as necessary, such as removing data that is not in compliance and the matter will be referred to the MLSOK Board for review and/or discipline as appropriate.

If the violation is not corrected within five (5) Business Days following the initial Correctable Violation Notification, a Participant shall be considered "non-compliant" and may be subject to suspension or revocation of MLS privileges.

SECTION 5: SERIOUS VIOLATIONS

The MLS staff shall investigate any report of a serious violation. If the MLS staff is unable to confirm the alleged serious violation, the MLS staff shall close the matter and inform the person who filed the Online Reporting Form. Upon confirmation of a serious violation, the MLS staff will send the Participant and/or Subscriber a warning notification with notice of a fine. Where requisite, MLS staff will remove the listing or take alternate action as necessary such as removing data that is not in compliance. Serious violations include the following:

Violation	**Corresponding Section of the Rules and Regulations**
1. Failure to enter a listing within two (2) Business Days of the Listing Agreement Commence Date	§ 3.1.1
2. Failure to enter a listing within one (1) Business Day after publicly marketing the property;	§ 3.1.1
3. Failure to submit a Master Listing Agreement Addendum form within one (1) Business Day of entering MLS Listing Information for a REO/bank owned, developer owned, investment, or new construction listing subject to a Master Listing Agreement	§ 3.1.6
4. Failure to enter changes relating to amendments to a Listing Agreement within two (2) Business Days;	§ 3.12
5. Entering of changes relating to amendments to Listing Agreement without the seller's written consent;	§ 3.12
6. Failure to enter a Coming Soon Listing Addendum when entering a Coming Soon listing;	§ 3.9.1
7. Submission of incorrect listing expiration to force premature expiration;	§ 3.4.1
8. Failure to file with the MLS, within one (1) Business Day, any certification executed by seller of seller's request that property shall be exempt from MLS;	§ 3.10
9. Failure to change a sold listing without a Listing Agreement to COMP01 within two (2) Business Days of entering the listing;	§ 4.6
10. Failure to change an Exclusive Agency to Sell Listing sold by the seller to COMP02 within two (2) Business Days of the sale;	§ 4.6
11. Failure to place a property in Released status when a Listing Agreement has been terminated by the broker and seller(s);	§ 3.13; § 3.22

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12. Failure to reactivate an MLS number upon listing broker obtaining a new Listing Agreement or extension within thirty (30) calendar days after the Commence Date of any Withdrawn or Released listing;	§ 3.13
13. Failure to properly disclose in the appropriate field any conditions, terms, Reserved Buyers and any other contingencies affecting the ability to sell or lease the listing;	§ 3.14
14. Failure to allow cooperating broker to be present for presentation of an offer, upon request, unless seller has prohibited such in writing, of which a copy has been provided to cooperating broker;	§ 4.4
15. Failure to allow listing broker to be present for presentation of a counteroffer, upon request, unless purchaser has prohibited such in writing, of which a copy has been provided to the listing broker;	§ 4.5
16. Failure to disclose in MLS Compilation and/or offer to purchase the broker's license status when acting as a seller or purchaser;	§ 3.18, § 3.19
17. Failure to auto-populate a listing where the property is in MLS tax database or impermissible modification of auto-populated tax information. Inaccurate data should be modified once auto-populate has been initiated. Fines are assessed per listing, even if inaccurate data for multiple listings is obtained from a single source;	§ 3.29
18. Failure to follow showing instructions, or failure to comply with direction to contact the listing broker for showings or that listing broker is to be present for showing;	§ 4.12
19. Failure to disclose additional fees associated with the listing but not included in the listing price. The listing Participant or Subscriber must disclose such fees in the “Realtor® Remarks” field and Conditions Affecting Sale field.	§ 3.14
20. Failure to notify the MLS of termination, transfer, or addition of any licensee under Participant’s license	§ 8.3
21. Failure to notify the MLS of termination, transfer, or addition of any Assistant affiliated with a Participant and/or Subscriber	§ 8.3
22. Failure to mediate or arbitrate a dispute with another Participant or Subscriber.	§ 15.1

Fines for Serious Violations are as follows:

First Infraction: Warning notification

Second Infraction: $250.00 fine

Third Infraction: $500.00 fine; and referral to MLS Board of Directors for review and discipline if applicable.

SECTION 6: PROHIBITED ACTIVITIES

Upon confirmation of one of the following activities by the MLS staff, written notice of the prohibited activity will be sent to the Participant and/or Subscriber by electronic transmission.

The Participant and/or Subscriber must correct or cease the prohibited activity within two (2) business days of receiving notice. Failure to notify MLS staff that the activity has been ceased or corrected within the time frame

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will result in a $25.00 fine assessed to the Participant and/or Subscriber's account each day until MLS staff has been notified by Participant and/or Subscriber that such activity has ceased and/or been corrected.

Prohibited activities include, but are not limited to:

Violation	**Corresponding Section of the Rules and Regulations**
1. Advertising of a listed property by a Participant and/or Subscriber other than the listing broker, without prior consent of the listing broker, or advertising of a sold listing by a Participant and/or Subscriber other than the listing broker or cooperating broker;	§ 6.3
2. Sharing of any listing in the MLS with any broker or firm not a Participant and/or Subscriber of the MLS without the prior consent of the listing broker;	§ 6.1
3. Using the MLS Compilation or membership roster for any purpose other than the listing or selling of property;	§ 6.2
4. Placement of a "For Sale" sign on a property by a Participant and/or Subscriber other than the listing broker;	§ 6.5
5. Advertising of a sold listing, including placement of a "Sold" sign on a property, a photograph of a property, or an online listing of a property, prior to Closing by cooperating broker without consent of listing broker;	§ 6.6
6. Advertising a Participant's or Subscriber's services as free or available at no cost	§ 6.4
7. Solicitation by a Participant and/or Subscriber of a property in the MLS when an exclusive Listing Agreement is already in place. Solicitation is defined as an advertising campaign directly aimed toward property owners whose identity had come to the Participant's or Subscriber's attention through information disclosed by other Participants or Subscribers inconsistent with his or her ethical obligation to cooperate with other Participants or Subscribers under Article 3 of the Code of Ethics; e.g., through a "for sale" sign or through information disseminated through a Multiple Listing Service.	§ 6.7
8. Re-use of any photographs, images, video, virtual tours, or other media content contained in the MLS Compilation.	§ 17.2

Fines for Prohibited Violations are as follows:

First Infraction: $125 fine

Second Infraction: $250.00 fine

Third Infraction: $1000.00 fine

SECTION 7: ADDITIONAL FINES

Upon confirmation of one of the following violations by the MLS staff, notification of the violation and the fine will be sent to the Participant and/or Subscriber by electronic transmission and MLS staff may remove the listing from the MLS System or take alternate action as necessary such as removing data that is not in compliance.

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Violation	Fine	Corresponding Section of the Rules and Regulations
1. Unauthorized distribution or sharing of a password or the MLS Compilation, or portions thereof	$2,500.00	§ 5; § 11
2. Facilitating unauthorized access of a listed property, or unauthorized dissemination of property access information, by any means including, but not limited to, sharing of keys, gate codes, alarm codes, key locations, etc.	$2,500.00	See OKCMAR Lockbox Policy
3. Failure of a Participant to subscribe or waive participation for a new broker associate or sales licensee by submitting a completed Waiver Form within seven (7) days of affiliation	$2,500.00 (in addition to retroactive subscription fees)	§ 8.2
4. Permitting access to the MLSOK System or MLSOK Content, including any data from a back office data feed made available by MLSOK, to any third party, including Licensees, that are not MLSOK Participants or Subscribers.	$1,000.00	§ 8.2; See Participant Agreement; Exhibit 1 and Waiver Form
5. Entering a listing on the MLS without a valid and enforceable Exclusive Listing Agreement except for sold properties entered as permitted by MLS Rules and Regulations Section 4.6 as COMP01[1].	$2,500.00	§ 3.1.1
6. Entries of compensation in any field in the MLS.	$1,000.00	§ 3.6; § 6.8
7. Publicly marketing a property located within the MLS Listing Area without a valid and enforceable Exclusive Listing Agreement[1].	$2,500.00	§ 3.1.2
8. Duplicating a listing for the same address and/or legal description without payment of the $100.00 additional servicing fee described in Section 8 of the MLS Rules and Regulations.	$1,000.00	§ 8
9. Violation of Section 14 of the MLS Rules and Regulations	$1,000.00	§ 14
10. Failure to comply with the marketing restrictions for a property listed as Coming Soon, included but not limited to: showing or marketing during the Pre-Marketing Period, failure to post a Coming Soon rider on any "For Sale" display, or syndicating the real estate listing to third party websites during the Pre-Marketing Period.	$1,000.00	§ 3.9; § 6.5
11. Showing a property listed as Temporarily Off Market or Withdrawn.	$1,000.00	§ 4.1.2
12. Showing a property listed as Active when the seller has requested no showings of the property	$1,000.00	§ 4.1.1

[1] Members will not be fined for violations of #4 and #5 for the same listing.

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13. Entering a property as COMP01 or COMP02 that has not sold.	$1,000.00	§ 4.6

SECTION 8: ASSESSMENT OF FINES

Levied fines will be billed to the Participant's account and are payable upon receipt. Failure to pay fines within thirty (30) calendar days will result in suspension of service.

SECTION 9: FAILURE TO PAY FINES

Participants that fail to pay fines as stated above, shall be subject to late fees in accordance with Section 8 of the MLS Rules and Regulations and suspension from MLS in accordance with Section 9 of the MLS Rules and Regulations.

SECTION 10: AUTOMATED VIOLATION SYSTEM

The Automated Violation System alerts both the Participant and/or Subscriber of the violation.

A. Non-Correctable MLS System Violations

1. Failure to enter Pending status within two (2) Business Days of acceptance;
2. Failure to enter sold status within two (2) Business Days of Closing; or
3. Failure to reactivate any cancelled and/or failed Pending property within two (2) Business Days.
4. Failure to enter disclosures, disclaimers, or exemptions into a listing within two (2) Business Days of entering the listing into the System.

Fines for Non-Correctable MLS System Violations are as follows:

First Infraction: warning notification

Second Infraction: $50.00 fine

Third Infraction: $100.00 fine and referral to the MLSOK Board for discipline

Note that the MLS System will always send a potential violation report for modified auto-populated data but that does not necessarily indicate that modification is a violation. MLS staff reviews all such alerts for suspicious activity. This alert indicates the modification is being reviewed.

SECTION 11: HEARING PROCEDURES

Participants and Subscribers may request a hearing under the following circumstances:

1) If a Participant and/or Subscriber has reason to believe that any fine has been improperly imposed, the Participant may, upon paying the fine, request a hearing by filing an MLS hearing request within twenty (20) business days after receiving notice of the violation.
2) If a Participant and/or Subscriber has requested arbitration to resolve a dispute arising out of the real estate business which also arises out of, or is in conjunction with, any listing or any appraisal filed with the MLS, including disputes involving contractual issues, procuring cause and commission disputes with a non-Association Member Participant or Subscriber.

All hearings and procedures shall be conducted in accordance with the Code of Ethics and Arbitration Manual for the National Association of REALTORS® except as otherwise provided in these Compliance Guidelines as promulgated hereunder.

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1. DETERMINATION FOR A HEARING.

    a. If the MLS staff determines that the Participant and/or Subscriber is able to show compliance with the MLS Rules and Regulations and that the fine was erroneous, the matter shall be dismissed and the fine reimbursed. If the MLS staff is not satisfied that the Participant and/or Subscriber was in compliance with the MLS Rules and Regulations, the matter shall proceed to a hearing. MLS staff shall notify the Participant of the hearing date in writing not less than twenty-one (21) business days prior to the hearing. Hearings are conducted before an MLS Hearing Panel.

    b. Upon a determination by the Hearing Panel that an arbitrable issue exists, MLS staff shall notify the Participant of the requirement to arbitrate in writing within ten (10) business days of such determination by the Hearing Panel. The arbitration shall be conducted by an arbitrator mutually agreed to by the parties[2]. The party charged with the requirement to arbitrate ("Respondent") must have a confirmed appointment scheduled with the arbitrator not more than thirty (30) days after receiving notice from the MLS of the requirement to arbitrate. Failure to do so will constitute a further violation of § 15.1 of the Rules subject to additional fines. Failure to schedule a confirmed appointment with the arbitrator due to the other party's ("Complainant") failure to cooperate or unavailability will not result in additional violations or fines against the Respondent; however unreasonable delays on the part of the Complainant, may constitute a violation of § 15.1 of the Rules at the Hearing Panel's discretion.

2. NOTICE. Along with the notice of hearing, the MLS staff will send the Participant requesting the hearing, the names of the MLS Hearing Panel members scheduled to appear at the hearing and the list of alternates. When the Participant has good cause, the Participant may request the substitution of an alternate to sit on the MLS Hearing Panel. Substitution requests must be made at least fifteen (15) Business Days before the hearing date. The Participant must provide a written detailed explanation for the substitution request. The MLS staff will review the request and schedule an alternate when appropriate. If the MLS staff does not hear from the Participant, it will be assumed that the scheduled panel is acceptable. Last minute emergency absences by scheduled MLS Hearing Panel members will be filled with an alternate.

    Any MLS Hearing Panel member may be disqualified at any time if the other MLS Hearing Panel members are made aware of any grounds of automatic disqualification or find any new or undiscovered facts which, in their judgment, may prevent, or appear to prevent, a member of the MLS Hearing Panel from rendering an impartial decision.

3. MLS RULES VIOLATION COMMITTEE. In January of each year, the President of the MLSOK Board shall appoint fifteen (15) Participants to serve on the MLS Rules Violation Committee for a one (1) year term. Each MLS Hearing Panel shall be comprised of three (3) members of the MLS Rules Violation Committee and one (1) non-voting chair for procedural oversight. The remaining members shall be alternates.

4. REQUESTS FOR DOCUMENTS. Members of the MLS Hearing Panel scheduled for a hearing may request any documents from the Participant filing the hearing request that are deemed relevant and necessary to the determination of the hearing. The Participant requesting the hearing shall provide the documents requested by the MLS Hearing Panel within ten (10) Business Days of such request unless the Participant makes a reasonable explanation for failure to provide them.

5. REQUEST FOR CONTINUANCE OF HEARING. If the Participant fails to appear at the hearing and has not requested a continuance, the hearing shall proceed as scheduled. A continuance may be granted if approved by the MLS Hearing Committee. A request for continuance must be made in writing to the MLS staff two (2) Business Days prior to the hearing date. When there is a continuance, the Participant shall be notified by the MLS staff of the rescheduled hearing date.

[2] Arbitration facilities of an association of REALTORS® may be invoked by a non-Association Member Participant or Subscriber in the MLS, who can also be compelled to arbitrate using the association's facilities. (NAR Policy Statement 7.4)

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6. REQUEST FOR CANCELLATION OF HEARING. The Participant who requested the MLS hearing may cancel the request. The request must be in writing and received by electronic transmission by 12:00 p.m. CST of the business day preceding the hearing date. The Participant waives the right to contest the fine that was the subject of said hearing.
7. RECORDING THE HEARING. The MLS staff shall electronically record the hearing. Any other party may, at his/her own expense, have a court reporter present or record the hearing electronically. If the hearing is transcribed, a complete, unedited transcript shall be provided to the MLS staff within five (5) Business Days from the date of the hearing.
8. PROCEDURES. The hearing shall not exceed two (2) hours in length. The MLS Hearing Panel shall not be bound by the rules of evidence applicable in courts of law but shall afford all parties a full opportunity to be heard, present witnesses, and offer evidence subject to its judgment as to relevance.
9. HEARING DECISION. The MLS Hearing Panel will submit its decision in writing, signed by all panel members and chair, to the MLS staff and the Participant requesting the hearing within ten (10) Business Days of the hearing. If a majority of the MLS Hearing Panel finds that the MLS Rules and Regulations have been violated, the MLS Hearing Panel can affirm, or reduce the fine. If a majority of the MLS Hearing Panel finds that the MLS Rules and Regulations have not been violated, the fine shall be refunded. If the fine is reduced, the appropriate amount will be refunded to the Participant within ten (10) Business Days after receipt of the decision, unless an appeal is filed.

SECTION 12: APPEALS.

If a Participant and/or Subscriber believes that the decision of the MLS Hearing Panel is incorrect, the Participant may file a written appeal to the Board of Directors of MLSOK within ten (10) business days after receipt of the decision. The Board of Directors shall consider only the documentation presented to the Panel and shall render a decision based on that documentation. All decisions of the Board of Directors shall be final, and any fine or award paid shall be upheld. In the event the decision is completely reversed, any fine shall be refunded within ten (10) Business Days of the decision of the Board of Directors.

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APPENDIX A - STATUS DEFINITIONS

ACTIVE: Active status means a property is available for purchase. Active listings are included on all IDX websites, through listing syndication channels, the MLSOK public portal (including the MLS-Touch® app.), Realtor.com, and through prospect notifications (consumer portals). Active listings are required to be entered as Active within two (2) Business Days from the Listing Commence Date.

COMING SOON: Coming Soon status means a parcel of property that has an executed Listing Agreement and is being prepared for sale but is not yet on the market. Coming Soon properties are not available for showing or purchase.

EXPIRED: Expired status on listings means that the Listing Agreement between the listing broker and the seller has expired. Listing agents who secure a written extension can update the listing expiration date when the listing is still active. For up to thirty (30) Business Days after a listing Expires, the listing broker can place the listing back to active and extend the expiration date.

INCOMPLETE: Incomplete status on a listing means that the listing has been entered as a draft only. Only the listing agent has access to his/her own Incomplete Listings. These listings do not expire. Only once a photo has been added to an incomplete listing can it be submitted as Active.

PENDING: Pending status on listings means a contract to purchase is in place and is awaiting fulfillment of all Conditions Affecting Sale. Pending listings are required to be updated to Sold within two (2) Business Days from the Close date.

RELEASED: Released status on listings means that the broker and the seller no longer have a Listing Agreement in place. Only a broker can change the status of a listing to Released.

SOLD: Sold status on listings means that the property has Closed. Sold information can be updated by both listing agents and their brokers for thirty (30) Business Days after Close date; and by listing brokers indefinitely.

TEMP OFF MARKET: Temp Off Market status on a listing means that the listing is temporarily not available for showing or purchase. This status is only good for thirty (30) calendar days. Both listing agents and their brokers can change a listing status to Temp Off Market. The listing will automatically set back to active within thirty (30) calendar days.

WITHDRAWN: Withdrawn status on listings means that the listing is no longer available to show, BUT there is still a Listing Agreement in place between the listing broker and the seller. Withdrawn listings will expire on the listing expiration date on the listing. Only brokers can change a listing to Withdrawn or back to Active.

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APPENDIX B - FIELD DEFINITIONS

REALTOR® REMARKS: This required field is designed for non-public remarks used to provide related and relevant information about the listed property to other MLS Participants and Subscribers. Compensation disclosure is prohibited.

PUBLIC REMARKS: This required field is designed for publicly accessible remarks that are used exclusively to provide descriptive remarks related to physical attributes of the property. Inclusion of anything not pertaining to the physical attributes of the property may result in a fine.

CONDITIONS AFFECTING SALE: This field is used to identify when/if a parcel of property is under contract for sale but there are factors associated with the property that must be satisfied prior to sale where such factors may impact the sale price, purchase requirements, or Closing. Conditions Affecting Sale include but are not limited to the following fields in the Compilation: additional fees, auction/sheriff sale, corporate approval, court approval, kick out clause, leased, lender approval/short sale, none, REO/bank owned, Reserved Buyer. If not applicable, select NONE from the list.

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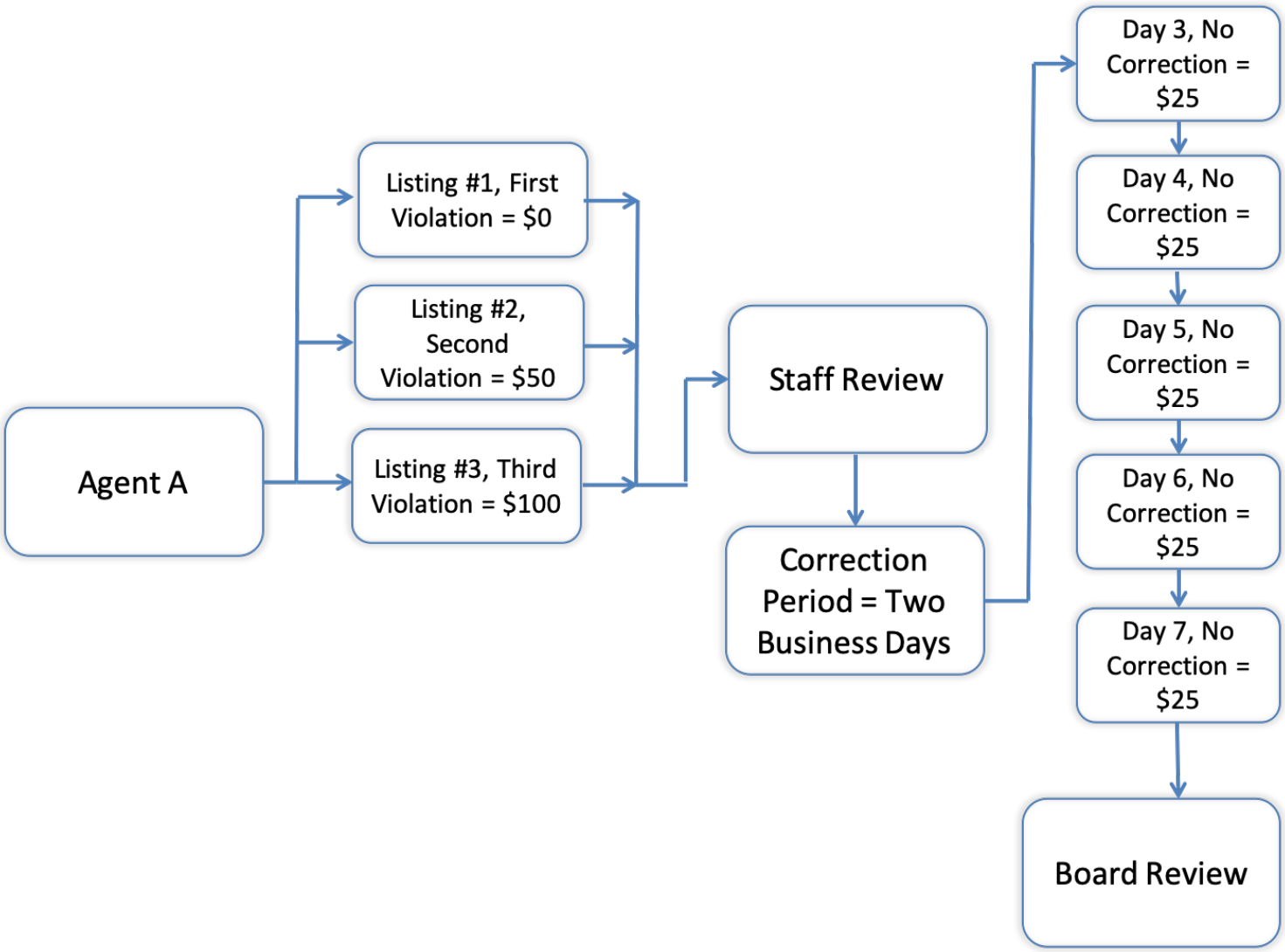
APPENDIX C –

CORRECTABLE VIOLATION AND FAILURE TO CORRECT FEE ESCALATION



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