

eXp Realty

Policy and Procedures

These Hawaii Policies and Procedures ("HI P&Ps") of eXp Realty comprise an integral and material part of the eXp Realty U.S. Policies and Procedures ("eXp P&Ps"), and are expressly incorporated by this reference into the eXp P&Ps in their entirety, verbatim and at length, and constitute a part of the eXp Realty Independent Contractor Agreement ("ICA") as though fully set forth herein. Unless otherwise defined in these HI P&Ps, capitalized terms used herein shall have the meanings ascribed to them in the eXp P&Ps and the ICA.

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GENERAL HAWAII POLICIES

All Agents doing business in the State of Hawaii (HI) with eXp Realty LLC. ("eXp Realty"), are expected to abide by both the eXp Realty U.S. Policies and Procedures ("eXp P&Ps"), located at www.exprealty.com/policies, and these eXp Realty LLC. Policies and Procedures ("HI P&Ps"), To the extent that these HI P&Ps conflict with the eXp P&Ps due to specific Hawaii laws or regulations, these HI P&Ps will govern. If there are any questions about these HI P&Ps or the eXp P&Ps in general, contact the State Broker or Managing Broker(s).

OFFICE & CONTACT INFORMATION

Emily Fraser - Designated Managing Broker (DMB)
Isaiah Block- Managing Broker (MB)
Kamalani Duerksen- Managing Broker (MB)
Kelly Kanoa- Managing Broker (MB)
Blanche Jones- Managing Broker (MB)
Brooke Christensen - Contract Compliance Analyst (CCA)

Email: hi.broker@exprealty.net Office Phone: (808) 725-2794

Best Practice - Use the <u>Broker Support Schedule</u> and contact the broker on duty. Email hi.contracts@exprealty.net for contract & listing review and to send documents for electronic signature.

Federal Tax ID #20-8369429 Real Estate License #: RB-21841 GE Tax #: GE-043-810-6112-01

Broker Office World Hours

Monday - Friday: 9 AM - 4PM HST

Principal Place of Business

6600 Kalanianaole hwy #114 Honolulu Hi 96825 Office Phone Number; (808) 725-2794 Office fax #: 1-833-653-6294 State License number: RB-21841

Hawaii State Workplace Group

Training

Orientation, state meetings, state trainings (insert state training calendar and US training calendar)

Training

Per state law, brokerages are responsible for supervising Agents and ensuring Agents are properly trained and educated. Per this requirement eXp offers state level and national level training. Experienced Agents are encouraged to participate in training in addition to the 101 Classes. Newly licensed or inexperienced Agents must participate in the Mentor Program.

eXp events calendar

eXp National Education Calendar

eXp Hawaii Training Calendar

An additional resource for Agents is the Agent Website

AGENCY RELATIONSHIPS AND SCOPE OF EXPERTISE

Agents must hold a current Real Estate License in the State of Hawaii and must abide by the Hawaii State Licensing Laws (<u>HRS 467</u> and <u>HAR Chapter 99</u>) as well as the <u>NAR Code of Ethics.</u>

All Agents are responsible for ensuring their licenses are properly maintained and that all Board and MLS Fees are paid. Failure by an Agent to renew their real estate license (deadline is November 30th of every even numbered year) or maintain Board/MLS Memberships in good standing may result in the release of the Agent. Failure of an Agent to maintain their membership in good standing may result in the interruption of services to the Brokerage and all the members of that Board or MLS.

License renewals FAQs

DUAL AGENCY

In any case a Dual Agency situation is created, under Hawaii State Law, the clients must be presented with the Hawaii Association of REALTORS® approved Dual Agency Disclosure and Consent form which is to be signed *before* any negotiation is conducted or contracts presented to the parties.

LISTING AGREEMENT - OBTAINING AND SERVICING

The EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT (ERTS)

All Agents are required to review <u>The Standards of Practice on Guidelines for Contract and Listing Reviews (SOPs)</u> which provides instructions and directions on which documents and forms are needed for a complete listing agreement packet to be reviewed and approved by a DMB/MB.

- 1. When taking a listing, Agents will have completed all of the necessary paperwork required for the file per the Real Estate Commission and company policy
 - Listing Agreement
 - County Tax Records
 - Authority to convey if owned by a Trust, Corporation, LLC, etc.
 - Dual Agency Addendum (regardless if Seller is agreeable or not)
 - Distressed Property Addendum
 - eXp Standard Disclosure for Buyers Purchase property in Hawaii Island
 - CCOH Short Term Rental Disclosure (Honolulu County only)
 - If this is an Agent owned property the eXp Disclosure of Personal Interest of eXp Realty Agent Addendum to Residential Purchase Contract". Additional conditions and requirements may apply to the eXp Agent; please refer to the eXp. US Policy & Procedures Manual. www.exprealty.com/policies
 - MLS Property Profile Sheet "Exhibit A"
- (a) Provide the seller with the Seller's Real Property Disclosure Statement form and have them complete it. Review the form with the Seller to ensure all of the blanks are filled in. If the property is subject to an exception to the Disclosure Statement, such as a new

- home construction or sale by foreclosure, then attach the eXp Exemption from Hawaii Revised Statutes Chapter 508D form located in Skyslope.
- (b) The US Department of HUD requires that every seller of residential property built prior to 1978 disclose to the potential buyer/tenant the possibility of or the existence of lead based paint. If the property being listed was built prior to 1978, have the seller complete and sign the Lead Based Paint Disclosure form.
- (c) Within 2 days of having a fully executed listing agreement, all paperwork relating to the listing must be uploaded to Skyslope. For guidelines and procedures to processing a new listing, Agents should reference the Skyslope Tutorial Guide.
- (d) The listing forms are to be properly completed and to be submitted to the MLS within 4 days of the start date (or as otherwise instructed by the MLS Rules and Regulations). Late or missing information fees and penalties charged by the MLS are the responsibility of the listing Agent.
- (e) Co-Brokerage Agreement must be approved by a DMB or MB prior to any agreements to represent the seller jointly are made. It is the responsibility of the Agent jointly listing a property to make their own arrangements, after DMB/MB approval, setting forth their working agreement in writing. The understanding will include advertising and open house rights, marketing costs, sign calls, all prospects and listings obtained through listing the property. An eXp Co-Brokerage Agreement (provided by the Managing Broker) is to be included and attached to the ERTS.
- (f) An "exempt" listing is an office exclusive listing that can be solicited within the Brokerage. "Pocket Listings" are not permissible per the MLS rules and NAR's Clear Cooperation Policy. An "exempt" listing must have a completed and fully executed Exclusive Right-to-Sell listing agreement and must be sent to the MLS as per the MLS Rules and Regulations. All sales must be reported to the MLS and the sale shall be entered by the MLS service provider for the sold statistical purposes only.
- 2. A listing agreement can be canceled or withdrawn at any time when approved by a MB or DMB.
- (a) The property owner is to be notified, in writing, of the agreement to cancel the listing agreement. Agents should provide the owner with a list of protected prospects in writing, prior to the cancellation.
- (b) MLS is to be notified of the cancellation in writing and signed by a Managing Broker.
- (c) The listing Agent releases all future rights to the property in that the property may be re-listed by any associate. The original listing Agent can reinstate their rights by relisting the property.

MLS's WHO HAVE OPTED OUT OF THE NAR SETTLEMENT

This policy outlines the guidelines for recognizing Multiple Listing Services (MLSs) who have **opted out** of the National Association of Realtors (NAR) settlement and subsequent practice changes removing offers of compensation from any MLS beginning August 17, 2024.

eXp Realty agents are REALTOR® members covered under the NAR settlement and are required to follow the updated rules regarding no offers of compensation being offered in the MLS.

While eXp Realty recognizes some MLS's have chosen not to "opt in" to the NAR settlement agreement, as a company we must default to the more restrictive rule as part of the settlement agreement.

No compensation may be conveyed via the Multiple Listing Service.

If a seller directs an eXp Realty agent in writing that they are willing to consider an offer of Buyer Broker Compensation by means of a concessions to a buyer, that may be promoted in such a manner as to comply with the MLS Rules as adopted, eXp Realty will not share listing side commission, so any offer of compensation would be paid by Seller to Buyer Broker directly.

eXp in no way desires to circumvent MLS rules or boundaries; therefore, we require all eXp agents to abide by the rules of the MLS(s) in which they are a member, so long as they do not conflict with this policy.

Any members of My State MLS must Opt out of offering cooperating compensation

MLS(s) that have opted out of the NAR Settlement Agreement: None at this time

For additional questions, please contact your local State Broker.

eXp ACCESS POLICY

The purpose of eXp Access is to:

- Provide an unique offering for sellers who, due to varying circumstances, do not want their listing marketed in a public manner.
- Provide greater transparency to eXp agents and clients by eliminating geographic boundaries that limit us from viewing all eXp listings nationally/internationally.

The eXp Access platform makes two sets of data available to all eXp agents and their clients:

- eXp Office Exclusives (OEs): These are listings that eXp agents have entered directly into the Zenlist software platform
- eXp Public Listings: These are eXp listings that originate from the listing agent's local MLS.

eXp in no way desires to circumvent existing MLS rules or boundaries; therefore, we require all eXp agents, when utilizing eXp Access, to abide by the rules of the MLS(s) in which they are a member.

Only listings with a valid Listing agreement may be entered as an eXp Office Exclusive (OE).

eXp OEs will have an expiration and should be renewed in the platform as the seller directs.

Listings from the multiple listing will automatically pull in to eXp Public Listings and the original OE input will need to be deleted by the agent so there is no duplication. Agents will be responsible for maintaining and updating the status, price and comments of any listing entered in eXp Access within 24 hours of the update.

Advertising

- OE listings may not be advertised publicly in any medium so as to adhere to local MLS rules.
- Only Buyers that have signed a Buyer-Broker Representation Agreement with <u>eXp Realty</u> can be allowed access to view eXp Access listings.
- Listing a property as an eXp OE is not considered public marketing under the NAR Clear Cooperation Policy. If your MLS does not follow NAR's <u>Clear</u> <u>Cooperation</u> policy, or has other rules, you must abide by the rules of your MLS.
- MLS Exemption Form You must follow your MLS's rules: If your MLS requires an exemption form to withhold entering your listing, even if it's not being marketed publicly, you **must** have a seller exemption form signed.

Multiple listing services that should be considered and local rules followed are as follows:

HiCentral MLS

Paragon MLS

Hawaii Information Services MLS

BUYER REPRESENTATION CONTRACTS - OBTAINING AND SERVICING

- (1) Only approved agreements supplied by the Hawaii Association of REALTORS® and eXp Realty may be used to represent the buyer.
 - (a) Fully explain the Buyer Representation Contract to the Buyer(s) and obtain all necessary signatures. All parties in the transaction must sign the agreement.
 - (b) Terms of the agreement will vary from buyer to buyer. Keep in mind that all agreements can be modified with the written consent of the parties.
 - (c) Reserved Properties: If a buyer has been previously negotiating on a property prior to signing the Buyer Representation Contract and wants to exclude that property from their agreement, the Agent will bring this to the MB/DMB prior to signing.
 - (d) The Buyer Representation Contract must be signed by the buyer before the Agent shows the buyer property. The MB/DMB must sign the Buyer Representation Contract prior to the

buyer presenting any offers on real property. The fully executed Buyer Representation Contract must be uploaded to Skyslope. All purchase documents must be uploaded to Skyslope within 48 hours of execution.

- (2) Cancellation of Withdrawal of the agreement can only be done by a Managing Broker. If a buyer wishes to cancel their contract with the brokerage, please contact the MB/DMB on duty.
- (3) It is critical to ask if the buyer is working with another licensee and if they have a Buyer Representation Contract signed. The Agent must use diligence to prevent any overlap or interference between existing Buyer Representation Contracts. The Agent must discover the terms of existing buyer Representation Contracts prior of having a buyer sign the Buyer Representation Contract.

For unusual or questionable circumstances, Agents will reach out to the DMB/MB for guidance.

(4) All fees charged to the buyer must be approved by eXp Realty. This includes: hourly fees and professional commissions. All checks obtained from the Buyer for fees shall be payable to eXp Realty. The split between eXp Realty and the Agent shall be based upon the Agent split status. All fees paid by the buyer must be reported on the ALTA Settlement Statement and meet State and Federal reporting requirements.

OBTAINING AND PRESENTING THE PURCHASE CONTRACT

Prior to writing or presenting an offer to purchase a property, remember to fully disclose the agency relationship with the buyer.

- (1) All Agents are required to review the <u>Standard of Practices on Guidelines for Contract and Listing Reviews</u> (SOPs). The SOPs provide information and instructions on what documents are required and best practices on how to complete the necessary forms for Broker review and approval.
 - (a) The purchase contract and addendums must be attached and signed by all parties.
 - (b) All documents must be uploaded to Skyslope within 48 hours of execution.
 - (c) All signed closing documents must be in the Skyslope file at the time of disbursement of funds. Agents will upload all necessary documents for review and complete the file as it progresses. The DMB and MBs have supervisory responsibility by law and must comply with the State of Hawaii Real Estate Rules.
- (2) Rejected Offers
 - (a) If an offer or counter offer is rejected by either the buyer or seller, the party must sign and date the rejection as per the Purchase Contract (section T-3) or counter offer.
 - (b) Rejected offers on eXp Realty listings must be uploaded to the skyslope system within 48 hours.

EARNEST MONEY

eXp Realty does not have an earnest money or escrow deposit account. Agents will direct the buyer to have earnest money checks payable to the Title/Escrow Company as per the purchase contract.

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State Regulations require that deposit of earnest money check is to be done no later than the next business day after acceptance of the offer.

If in the event an earnest money check is returned for non-sufficient funds or other cause, the Agent must notify the seller and brokers on both sides of the transaction immediately in writing of the returned check.

Improper handling of earnest money may be grounds for immediate dismissal of an Agent.

COMMISSION PAYMENT

Commission disbursements to Agents will take place once the Skyslope file is fully complete. If a file is not fully completed a single check Commission Disbursement Authorization will go into effect and be sent to escrow. Upon completion of the transaction file, the agent will then be paid commissions.

Commission disbursement authorizations will be sent by the eXp Realty transactions department directly to escrow. Agents are not authorized to give commission disbursement instructions to escrow.

DESIGNATED MANAGING BROKER / MANAGING BROKER RESPONSIBILITIES

The DMB/MB is explicitly responsible for the supervision and control of all the activities conducted on behalf of the Agent as necessary to secure full compliance with the real estate law, including but not limited to the supervision of Agents in the performance of acts for which a real estate license is required. DMB/MBs are also similarly charged with the responsibility to supervise and control all activities performed by their employees in their name during the course of a transaction for which a real estate license is required, whether or not the activities performed require a real estate license, such as those of an assistant.

PHYSICAL OFFICE SPACE

eXp Realty operates in a virtual environment. There is a principal place of business located at: 500 Ala Moana Blvd #7-400, Honolulu, HI 96813.

Branch offices are allowed by law and MLS rules. Agents who seek to obtain a branch office must first apply with and receive written approval from the DMB. Once DMB approval is granted, the state branch application process will proceed. Agents must comply with DCCA standards as follows:

- (a) A full-time designated Broker-In-Charge must be in place and registered with the DCCA. They shall be immediately responsible for the real estate operations conducted at that place of business.
- (b) Branch Offices must be open to the public, manned during regular set business hours, and made available to all eXp Agents.
- (c) Any eXp office will be paid for by the Agent or Agents who have agreed to open that office and no obligation relating to that office will transfer to the company. Any financial obligation with regard to opening and/or maintaining that office will be at the expense of those benefited by such office.

(d) An Agent can rent an office space, however, **NO** eXp Realty sign can be attached. Signage indicates the space is a registered (or secondary unregistered) branch office.

AGENT MAIL

No personal mail may come to the office. Any mail received to the office will be considered official business correspondence and subject to being opened by the broker or administrative team.

Immediately update your Enterprise account with any changes to your address, phone numbers and third party email addresses that you have on file with the company.

ADVERTISING

The term "Advertising" refers to Solicitation or promotional materials intended to engage Consumers which includes, but is not limited to, promotional and advertising flyers, postal mail, leaflets, and any marketing or promotional materials designed to solicit the creation of a professional relationship between the licensee and a consumer, or which is intended to incentivize, induce or entice a consumer to contact the licensee about any service for which a license is required, publications, radio and television broadcasts, all electronic media including email messages, text messages, social-media websites and the Internet, business stationery, business cards, signs and billboards.

All marketing must be approved by a Hawaii staff Managing Broker by emailing hi.broker@exprealty.net .

- (1) All marketing material must comply with the eXp Policies and Procedures, National Association of REALTORS®, Local Board & MLS Rules and Regulations, and the Hawaii Administrative Rules for Licenses. Please refer to the Marketing Information Guide for more information.
- (2) Agents must use their legal name as it appears on their real estate license in all advertising, on contracts & listing agreements & in real estate correspondence.
- (3) The principal place of business address is the main office of eXp Realty in which the Agent works and by law this address is used in all marketing activities.
- (4) The eXp Realty brokerage logo must be at the top of the Agent website and should scroll with each website page. For all other marketing materials, the eXp Realty brokerage logo should be on the front. For eXp Realty brokerage logos and branding guidelines and downloadable logos click HERE
- (5) Business Cards will have the following identifying information on the card:
 - (a) Agents Name as licensed with the DCCA
 - (b) Agents License number
 - (c) Agents Title:
 - (i) REALTOR ®
 - (ii) REALTOR ® ASSOCIATE
 - (iii) Broker-in-Charge
 - (iv) Principal Broker
 - (d) Brokerage Logo
 - (e) Principal place of business address
- (7) Marketing & Signs

- (a) Before creating any marketing or ordering signs, please be sure to read the requirements for eXp Realty and the State Licensing Laws. All marketing must be approved by a Hawaii staff Managing Broker by emailing hi.broker@exprealty.net prior to use. .
 - eXp marketing center
- (b) "For Sale" signs can be placed on the listed property after the Exclusive Right-to-Sell Listing Agreement is fully executed. It is the Agent's responsibility to:
 - Pay for their signs and the installation
 - Maintain signs in a clean and orderly manner while displayed
 - Conform to the communities' ordinances and sign policy on each listing. If an Agent violates the sign ordinance, the fine shall be the Agent's responsibility.
 - Promptly remove signs upon closing or the expiration of the listing agreement.
 - Most MLS platforms prohibit putting up a "For Sale" sign before entering a listing in the MLS. Please follow the MLS rules and comply. Any fine due to violation will be paid by the Agent and not the Broker.

FAIR HOUSING

eXp Realty will not tolerate any violations to the Fair Housing Law. Breaking those laws will be cause for immediate termination of the association.

Agents agree to all fair housing laws including but not limited to:

- (a) Provide service without regard to race, color, religion, national origin, sex, including gender identity or expression, sexual orientation, marital status, handicap, ancestry, disability, age, familial status, or human immunodeficiency virus infection.
- (b) Keeping informed as to the changes of the law
- (c) Being inclusive in all advertising
- (d) Inform clients of rights with printed materials and conversations
- (e) Document efforts to provide professional service
- (f) Refuse to tolerate non-compliance
- (g) Learn about people who might be considered different by attending classes on working with multicultural clients, for example
- (h) Take a positive approach to fair housing and follow spirit and letter of the
- (i) Be aware of discriminatory lending practices and report them

CONTINUING EDUCATION

Continuing Education is required to maintain a current license with the state. Agents need to keep current and accurate records relating to the completed classes. Please see the <u>Continuing</u> Education requirements with the DCCA PVL.

AGENT SAFETY

Agent safety is a priority. Resources, tips and best practices for Agent safety can be found on the <u>National Association of Realtors</u> website.

WIRE FRAUD

Each year tens of thousands of dollars are lost due to wire fraud. eXp requires clients to sign eXp's Wire Fraud Advisory. Agents can find the form in Skyslope Forms or Working Documents: Working Documents > Office Docs or here. Please note that eXp does not require the customer on the co-op side of the transaction to sign this document. While this disclosure document is part of the customer file, the document is not part of the Purchase & Sale Agreement. Once the eXp customer signs the document, the Agent will upload it to the skyslope file.

EMERGENCY PREPAREDNESS

Natural disasters, acts or terrorism, health crises and other events can happen at any time and without warning. Each crisis is different in scope and has varying degrees of impact and exposure at the local, regional and national levels. The company is responsible for and maintains all files and has a backup system. It is recommended that Agents backup all their files and have a secondary system access for files such as an external hard drive or thumb drive. In the event of an evacuation, the company will communicate with Agents on safety procedures. Before a situation arises, the company will provide communications for direction on how to navigate a crisis and who to contact for information and support. For more information on the Hawaii Emergency Management, go to their website. HI Emergency Management

TELEPHONE SOLICITATION

Before making solicitation calls, the licensee or telemarketer must be familiar with the current laws. All Agents are encouraged to utilize eXp Realty's DialSafe tool to ensure all consumer phone numbers are verified to not be on the Do Not Call List prior to commencing any contact, thereby ensuring compliance with the Do Not Call regulations.

The <u>exp Realty TCPA Resource Guide</u> is a valuable resource for Agents to familiarize themselves with to ensure they are in compliance with and abide by federal laws and the Telephone Consumer Protection Act (TCPA) regulations.

The **Telephone Consumer Protection Act (TCPA)**, regulates telemarketing calls, automatic telephone dialing systems, and artificial or prerecorded voice messages. The law also requires those who make telephone solicitations to have procedures for maintaining company-specific **do-not-call** lists. Licensees must maintain their own electronic or written list and make it available to eXp Commercial upon request. Within two business days of the request from a consumer, the licensee will place that consumer and phone number to the licensee's **do not call list**.

In 2012, **TCPA** updated rules require telemarketers:

- 1. obtain prior express written consent from consumers before robocalling them
- No longer allow telemarketers to use an "established business relationship" to avoid getting consent from consumers when calling their home phones
- require telemarketers to provide an automated, interactive "opt-out" mechanism during each robocall so consumers can immediately tell the telemarketer to stop calling.

For more details about the Commission's telemarketing rules, including the **do-not-call** provisions, click on the link on this page for the July 3, 2003 Order. For details about registering with or accessing the **do-not-call registry**, visit the National Do-Not-Call Registry page. Additional reference materials available on the web include a summary of TCPA rules (PDF) and the Commission's Telemarketing Rules (CFR Title 47, Part 64, subpart L: "Restrictions on Telemarketing, Telephone Solicitation, and Facsimile Advertising").

TSR: The Telemarketing Sales Rule requires telemarketers to make specific disclosures of material information; prohibits misrepresentations; sets limits on the times telemarketers may call consumers; prohibits calls to a consumer who has asked not to be called again; and sets payment restrictions for the sale of certain goods and services.

https://www.ecfr.gov/current/title-16/chapter-l/subchapter-C/part-310?toc=1

The **TSR** has a "safe harbor" for unintentional calls or mistakes. If a licensee or telemarketer can show that, as part of its routine business practice, it meets <u>all</u> the requirements below of the "safe harbor," the person/firm will not be subject to civil penalties or sanctions for mistakenly calling a consumer who has either asked for no more calls (and who should have been placed on the licensee's **do not call list**), or for calling a person who is on the **national do not call registry**. eXp and the licensee/telemarketer share the responsibility to meet the "safe harbor" requirements. eXp, the licensee or telemarketer must demonstrate that:

- it has written procedures to comply with the do not call requirements
- it trains its personnel in those procedures
- it monitors and enforces compliance with these procedures
- it maintains a company-specific list of telephone numbers that it may not call
- it accesses the national registry no more than 31 days before calling any consumer, and maintains records documenting this process
- any call made in violation of the do not call rules was the result of an error

If you or the telemarketer you hired have violated any of the above laws, report this event to your broker immediately in writing.

NOTIFICATION OF POLICY AND PROCEDURE MANUAL REVISION eXp Realty reserves the right to revise this Hawaii P&P in its sole discretion. Agents are encouraged to review this document regularly to review any revisions.

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