COMMON LOCKBOX RULES

The Electronic Keybox System is a service of the Minneapolis Area REALTORS® and the St. Paul Area Association of REALTORS® hereafter referred to as Participating Associations. Supra is the Electronic Keybox System vendor. The Participating Associations have adopted the following Electronic Keybox System Rules to be administered by the Associations.

Eligible Keyholders

a. REALTOR members (licensed Real Estate Appraisers or Real Estate Broker/Salesperson) are eligible for application to hold an eKEY, subject to approval of their application.
b. Non-Member MLS Subscribers are eligible for application to hold an eKey, subject to approval of their application.
c. Affiliate members of the Associations, actively engaged in a qualified field of real estate practice, may lease an eKEY, provided a lease agreement is signed by the Keyholder and by a principal, partner or corporate officer of the Keyholder's firm. Affiliate members of the Associations who are not licensed by the state in which they work will require satisfactory completion of a criminal background check at their expense. Criminal background checks shall be required every three years to maintain Keyholder privileges. Qualified Affiliate members are eligible to lease keys subject to approval of their application and subject to satisfactory completion of a criminal background check at their expense. The following affiliate member types are eligible:
    - Radon Inspectors
    - Home Inspectors
    - Photographers
    - Home Stagers
d. Unlicensed assistants who are in good standing of the Associations and are under the direct supervision of an Association REALTOR® member or Non-Member MLS Subscriber may be eligible to lease keys subject to approval of their application and subject to satisfactory completion of a criminal background check at their expense. The lease agreement must be signed by the applicant, the sales associate/broker for whom the applicant works and the firm's principal or office manager. All parties who sign the lease agreement on behalf of an unlicensed assistant or other staff are completely responsible for any non-conforming actions, misuse of equipment or the service, or any outstanding fees.

No member of a participating Association is required to subscribe to the Electronic Keybox System. Each member who wishes to subscribe to the System must sign a lease agreement, which outlines the obligations to Supra and to the Associations. Lockbox lease agreements shall spell out the responsibilities of the parties and shall by reference incorporate any applicable rule or other governing provisions of the Multiple Listing Service or the Associations that relate to the operation of the Electronic Keybox System.

1. When an eKEY holder decides to no longer participate in the Electronic Keybox System, no longer remains an active licensed sales associate or transfers to a different firm, the eKEY holder is responsible for notifying the Association of record that leased the eKEY of such action. In the case of discontinuing the service, the eKEY holder is responsible for fulfilling any other terms agreed to in the lease agreement.

2. Electronic Keyboxes may not be placed on a property without the written authority of the seller. This authority may be established in the listing contract or in a separate document created for that purpose. Members participating in the Electronic Keybox System are not required to place a keybox on a listed property.

3. An eKEY holder may not use the eKEY to access an Electronic Keybox without first receiving confirmation from a showing scheduling system or the listing company unless instructed otherwise, in writing by the listing agent or company. A Keyholder may only access a keybox to perform the duty allowed by the Keyholder's membership category defined in the Eligible Keyholders section of this document. Violations of this rule will result in significant penalties, including but not limited to a fine of up to $5,000 for each violation of this rule and/or suspension from use of the Electronic Keybox System for a specified period of time.

4. The eKEY holders shall not allow their eKEY to be loaned, given or used by other persons at any time. Violations of this rule will result in significant penalties, including but not limited to a fine of up to $5,000 for each violation of this rule and/or suspension from use of the Electronic Keybox System for a specified period of time. The only exception to this rule is the temporary loaning of an eKEY to another authorized eKEY holder as a result of the electronic failure of a key holder's eKEY, but eKEY holders must be affiliated with the same broker. The eKEY holder temporarily borrowing the eKEY due to the failure of their eKEY must notify the Association in writing within 48 hours that the eKEY is defective and request a new eKEY to be assigned.

5. A Designated REALTOR® principal or an office's broker of record may lease an additional eKEY to be issued on a temporary basis to other eKEY holders in the same office in the event their eKEY becomes non-functional outside normal business hours or under circumstances where a replacement eKEY is not reasonably available from the issuing Association. When an eKEY is issued on a temporary basis, it shall be the responsibility of the REALTOR® or Broker of record to advise the Association in writing that the eKEY has been issued, to whom, the date and time of issuance immediately. It shall also be the responsibility of the REALTOR® principal or the Broker of record to advise the Association in writing immediately after possession of the previously issued eKEY has been reassumed.

6. Electronic eKEY holders acknowledge that it is necessary to maintain security of the eKEY and its personal identification number (PIN) to prevent use by unauthorized persons. Data

integrity is also vital to the successful operation of the keybox system. The eKEY holders agree to the following rules:

a. Never store the PIN number of the eKEY where it would be accessible.
b. Never duplicate the eKEY or allow another to do so.
c. Never assign or transfer the eKEY or Keybox to another person, unless done in compliance with paragraph 4.
d. Never destroy, alter, modify disassemble, or tamper with the key.
e. Notify the Association immediately upon of the loss or theft of smart device where the eKEY has been assigned.
f. Follow any additional security procedures specified by Supra, The Multiple Listing Service or the Association.
g. Never write shackle codes on electronic key boxes.
h. Never program rude or offensive electronic text into an iBox.

Violation of any portion of Rule 6 could result in a fine of up to $5,000 for each violation and/or suspension from use of the service for a specified period of time.

7. The Association may refuse to lease eKEYs, terminate existing eKEY lease agreements and may refuse to activate or reactivate any eKEY held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Association, relates to the real estate business or puts or threatens to put clients, customers, or other real estate professionals at risk. The Association may suspend the right of an eKEY holder to use their eKEY following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Association, relates to the real estate business or which puts or threatens to put clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

a. The nature and seriousness of the crime
b. The relationship of the crime to the purposes for limiting keybox access
c. The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
d. The extent and nature of past criminal activity
e. Time since criminal activity was engaged in
f. Evidence of rehabilitation while incarcerated or following release
g. Evidence of present fitness

8. The listing participant shall remove the Electronic Keybox from the property within 48 hours after the listing expires, results in a closed sale or property rental, or whenever notified by the RMLS or the Association to remove the Electronic Keybox. Associations have the right to confiscate any Electronic Keybox that they must arrange to be removed from any non-active listing. Associations also have the right to charge time, penalty, and travel fees related to

removal or exchange of Electronic Keyboxes where the association must arrange for an on-site visit to either active or non-active listings.

9. If an eKEY holder accesses an Electronic Keybox and finds the property key missing, or the property is unlocked or damaged, the eKEY holder is required to notify the listing office immediately.

10. Complaints about violations of the Common Lockbox Rules must be sent in writing to the Keyholder's association within 60 days of the alleged violation.

11. Any eKEY holder, party to a Supra lease agreement or any other authorized users of the Electronic Keybox System may be assessed penalties, including fines for violations of these Electronic Keybox System Rules. Penalties may include a letter of reprimand, suspension from use of the Electronic Keybox System for a period of time, and/or a fine up to $5,000.

12. An eKEY holder and/or responsible person/entity, shall be required to pay damages to offset all of the costs in re-establishing the security of the overall Supra Electronic Keybox System if it is determined the security has been compromised through the negligence or fault of the eKEY holder.

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