

POLICY & PROCEDURES

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**Foster
& Bond**

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POLICY STATEMENT
ADVERTISING

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



All advertisements of any nature by Licensees of ERA Foster & Bond, whether at ERA Foster & Bond Realty or Licensee's expense, are subject to the approval of the Broker. The Marketing Department, along with the Broker, will have the discretion as to how and where the advertising will be placed. Local advertising must maintain the same high standards of quality, good taste, and common sense as established by ERA Foster & Bond Realty's advertising programs. Both advertising copy and the advertising medium shall meet these standards.

All advertising ordered by the Licensee must be ordered in the Licensee's own name (not ERA Foster & Bond's) for direct billing and payment, and the Licensee must notify the vendor that the Licensee, and not the Company, will be responsible for payment. Licensees should also inform vendors that they are eligible for all Company contract rates when placing their order. Advertising content shall comply with all laws and rules including, but not limited to, Fair Housing, truth in advertising and lending, real estate broker laws and regulations, MLS rules, and the NAR Code of Ethics.

All feature sheets and flyers created by ERA Foster & Bond Realty Licensees for a particular property they are marketing must include the following disclaimer language in at least 8 point type:

"Each ERA® Office is independently owned & operated. All information is believed to be accurate; it is not warranted or guaranteed."

Writing Classified Advertising is the responsibility of listing Licensee, and the Licensee is responsible for proofing the ad copy. All ads should be approved by the Broker and submitted in sufficient time before deadlines. All ads must contain the correct corporate identity and comply with all applicable laws, rules and regulations. All ads must identify the company by name and include the Licensee's name.

From time to time, direct mail advertising may be used to solicit prospects for listings and sales. Licensees may, at their own expense, undertake an individual mail campaign but must obtain Broker approval to ensure that the mailing complies with applicable corporate identification policies. Licensees are responsible for ensuring compliance with all applicable laws and regulations.

The following disclaimer must appear on all letters, cards, flyers or brochures, whether hand delivered or mailed.

"If another broker is currently marketing your property, please disregard this notice. This communication should not be construed as a direct or indirect solicitation."

Disclaimer Proper Usage

All Brokers and Licensees must use a proper disclaimer on any marketing and advertising that is disseminated to the public.

All business records, letterheads, business forms, websites, advertising and other materials (excluding business cards and yard signs) that include your company's DBA and are disseminated to the public shall indicate independent ownership of your brokerage business with the statement "Each ERA® Office is Independently Owned and Operated." In addition, the Equal Housing Opportunity logo and the ERA Foster & Bond service mark disclosure must be included. See legal statement below.



©ERA Foster & Bond Real Estate. An Independently Owned and Operated Firm.
ERA Foster & Bond is a registered service mark. Equal Opportunity Housing Provider.

Premier Service Substantiation Proper Usage

When addressing the ERA Foster & Bond Real Estate Customer Satisfaction Rating in local advertising, your company must be fully engaged (submitting surveys through the designated third-party survey company) in the survey collection program and you must include the following disclaimer (source of the survey data) in your copy:

"Percentage based on ERA Foster & Bond Real Estate Customer Satisfaction Survey."

Truth in Advertising

The Federal Trade Commission (FTC) requires advertisers to have a reasonable basis to support any statements of fact used as promotional claims. It is the advertiser's responsibility to have proof before printing claims. Statements of fact require substantiation; statements of opinion do not.

The claim: "The top-selling real estate company in the area" is a statement of fact that requires proof that your company's sales top those of your competitors.

"The best real estate company in the area" is a statement of opinion and does not require substantiation. It is important for you to substantiate any claims you make in advertising.

Refer to the ERA Foster & Bond Operation Manual and Brand Guidelines for additional direction and proper use descriptions.

POLICY STATEMENT
AGENCY

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Agency law in the state of Georgia allows for client relationships, customer relationships and, in certain situations, dual agency relationships.

It is ERA Foster & Bond Realty policy to represent each buyer with whom we are working as a client, unless ERA Foster & Bond Realty is already representing the seller in the transaction.

Similarly, it is our policy to represent each seller with whom ERA Foster & Bond Realty is working as a client, unless ERA Foster & Bond Realty is already representing the buyer in the transaction.

1. Sale of Another Company's Listing:

Except as set forth below, ERA Foster & Bond Realty will represent the buyer as a client. Client representation is established with the Buyer Brokerage Agreement.

If the buyer has signed a Buyer Brokerage Agreement, the buyer's agent must: (a) perform the terms of the Agreement; (b) seek a property at a price and on terms acceptable to the buyer; (c) timely present all offers to and from the buyer; (d) disclose to the buyer adverse material facts of which the ERA Foster & Bond Realty agent has actual knowledge concerning the transaction; (e) advise the buyer to obtain expert advice as to material matters which are beyond the expertise of the ERA Foster & Bond Realty agent; (f) timely account for all money and property received by the ERA Foster & Bond Realty agent in which the buyer has or may have an interest; (g) exercise ordinary skill and care in performing the duties of Broker set forth in the Buyer Brokerage Agreement; and, (h) comply with all laws and regulations governing real estate brokers and Licensees. Unless otherwise required by law, or the buyer permits disclosure of the information by subsequent word or conduct, the ERA Foster & Bond Realty agent must maintain the confidentiality of all personal and financial information and other matters identified as confidential by the buyer if that information is received by the ERA Foster & Bond Realty agent from the buyer during the term of the Buyer Brokerage Agreement as required by the Brokerage Relationships in Real Estate Transactions Act.

When a ERA Foster & Bond Realty agent is acting as the seller's listing agent only and ERA Foster & Bond Realty is not acting as a dual agent, the ERA Foster & Bond Realty agent must treat the buyer as a customer. Under those circumstances, there is no agency relationship between the ERA Foster & Bond Realty agent and the buyer; that is, the ERA Foster & Bond Realty agent will not "represent" the buyer. Instead, the ERA Foster & Bond Realty agent will work with the buyer as a customer and must perform the following responsibilities to the buyer: (a) treat the buyer fairly; (b) not knowingly give the buyer any false information; (c) timely disclose to the buyer all adverse material facts pertaining to the physical condition of the property and improvements located on such property, including, but not limited to, material defects in the property, environmental contamination and facts required by statute or regulation to be disclosed which are actually known by the ERA Foster & Bond Realty agent, and which could not be discovered by a reasonably diligent inspection of the property by the buyer; and, (d) timely disclose all material facts pertaining to existing adverse physical conditions in the immediate neighborhood within one mile of the property which are actually known to the ERA Foster & Bond Realty agent and which could not be discovered by the buyer upon a

diligent inspection of the neighborhood or through a review of reasonably available governmental regulations, documents, records, maps, and statistics.

When working with a buyer as a customer the ERA Foster & Bond Realty agent may, but is not required to, provide assistance to the buyer by performing such ministerial acts as identifying property for sale, lease or exchange; provide real estate statistics and information on property; provide pre-printed real estate form contracts, leases, and related exhibits and addenda; act as a scribe in the preparation of real estate form contracts, leases and related exhibits and addenda; locate architects, engineers, surveyors, inspectors, lenders, insurance Licensees, attorneys, and other professionals; and identify schools, shopping facilities, places of worship, and other similar facilities.

If the buyer indicates that he or she is not interested in the property of the ERA Foster & Bond Realty listing agent and the ERA Foster & Bond Realty agent has no other listings of his/her own in which the buyer is interested, the agent may offer to represent the buyer as a client. However, if the buyer later expresses an interest in purchasing one of the agent's listings, the ERA Foster & Bond Realty agent will refer the buyer to another Licensee in the company for representation, and act in a designated agency capacity.

2. Sale of ERA Foster & Bond Realty Listing by Another Company:

Except as set forth below, ERA Foster & Bond Realty will represent the seller as a client. Client representation is established with the Listing Agreement.

3. Designated Agency and Dual Agency:

Although it is ERA Foster & Bond Realty policy to allow disclosed dual agency in limited circumstances, ERA Foster & Bond Realty's preference is to assign two different Licensees, one to represent the seller and one to represent buyer. Different Licensees affiliated with ERA Foster & Bond Realty act as designated Licensees to exclusively represent different clients in the same transaction. ERA Foster & Bond Realty has delegated to the Brokers and all officers of ERA Foster & Bond Realty the right to assign such Licensees in order to have a designated agency situation rather than dual agency situation. Each agent so assigned shall ensure that each client is represented in accordance with the requirements of the Brokerage Relationships in the Real Estate Transactions Act.

4. ERA Foster & Bond Realty Agent Selling Another ERA Foster & Bond Realty Agent's Listing (Designated Agency):

ERA Foster & Bond Realty's policy is that whenever one Licensee in our company is representing the seller and another Licensee in our company is representing the buyer, the Licensees are hereby assigned to act as designated Licensees for their respective clients. However, that automatic assignment shall not occur in the following situations:

- a. Where the two Licensees for the different clients are husband and wife, domestic partners, or parent and child;
- b. Where the two Licensees for the different clients are a Licensee and the Licensee's licensed assistant;
or
- c. Where the Licensees are members of the same real estate team.

In these situations, such assignments will not be made and the Broker must approve in writing the designated agency assignments which will include one agent who is not related in any way to the other agent.

5. **ERA Foster & Bond Realty Agent Selling Own Listing (Dual Agency):**

Dual agency arises when one agent represents both the seller and buyer. It is ERA Foster & Bond Realty's policy to strongly discourage dual agency because of the inherent risks and potential liability to its Licensees. Equally important, ERA Foster & Bond Realty is committed to bringing the highest level of service to its clients.

This situation typically occurs when: (1) buyer comes to listing agent's open house; (2) salesperson is on-site builder representative; or, (3) listing agent receives direct solicitation from buyer from a sign-call, ad-call, e-mail or other similar direct contact. In these circumstances, ERA Foster & Bond Realty will represent the seller as a client but may work with the buyer as customer and perform ministerial acts on behalf of the customer. Client representation will have been established on behalf of the seller with the Listing Agreement.

Except as provided below, the buyer in these situations will be treated as a customer.

Should the buyer insist on client representation, ERA Foster & Bond Realty's policy is to assign another of our Licensees to work with the buyer. ERA Foster & Bond Realty will designate the buyer's agent to provide client representation. Any compensation sharing between Licensees must be agreed upon in writing by the Licensees with copy to broker. In this situation there would be designated agency rather than dual agency. Dual agency is prohibited whenever the ERA Foster & Bond Realty agent is acting as a builder's representative.

POLICY STATEMENT
AGENT PERSONAL WEBSITES

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Licensees may choose to develop their own internet website separate from the Independent Licensee profile(s) available through ERA Foster & Bond Realty's website. Licensees shall be solely responsible for ensuring strict compliance with all applicable laws, rules and regulations. If a Licensee website is to be used for any real estate sales activities, it shall be referred to as an "Independent Licensee website" and Licensee shall comply with the following:

1. **Domain Name:** The Licensee's domain name and e-mail address may not include "ERA Foster & Bond" or any reasonable approximation of the foregoing, either in whole or in part. It shall not include the use of any name or mark owned by any third party unless duly licensed to the Licensee. Licensees shall indemnify, defend, and hold ERA Foster & Bond Realty harmless from any claims or damages relating to any violation.
2. **Identity Standards:** Any Independent Licensee website shall conform to all ERA Foster & Bond Realty identity standards regarding the use of ERA Foster & Bond Realty's intellectual property and/or logos. The Independent Licensee website shall clearly identify the Licensee as being affiliated with ERA Foster & Bond Realty and ERA Foster & Bond Realty shall retain the right (but not the obligation) to order the Licensee to immediately remove any intellectual property or logos which may cause ERA Foster & Bond Realty or Licensee to be in violation of state or federal law. Licensees shall, at a minimum, set forth the following information on the initial home page of the website: ERA Foster & Bond Realty's name; Licensee's name; city and state where Licensee is located; and, whether Licensee is licensed to market and/or sell real estate in jurisdictions other than Georgia.
3. **Information and Content:** The Independent Licensee website shall include, in conspicuous type and location, the following disclaimer on the initial home page: "This website is not the official website of ERA Foster & Bond, and ERA Foster & Bond Realty in no way warrants the accuracy of any information contained herein. Any products and/or services offered for sale on this website shall not be considered an offer to sell such goods and/or services in any state other than Georgia." Information on ERA Foster & Bond Realty's listings may be included on Independent Licensee's website, so long as the Licensee is affiliated with ERA Foster & Bond Realty and so long as listings remain current. ERA Foster & Bond Realty reserves the right to temporarily or permanently prohibit the display of listings on any Independent Licensee website if it is determined that the information is out of date or for any other reason the ERA Foster & Bond Realty deems necessary in its sole discretion. Under no circumstances shall a listing remain on an Independent Licensee website after the listing agreement has expired. Properties under contract or sold must be indicated as such within three (3) business days of achieving that status and may not remain on the site longer than 10 days after the scheduled closing date (or less if required by MLS/FMLS rules) unless written consent by the new homeowner is granted. The content of all Independent Licensee websites shall conform to all intellectual property and other laws, rules and regulations; and, Licensee agrees to indemnify and hold harmless ERA Foster & Bond Realty in any suits, claims, settlements or damages incurred by ERA Foster & Bond Realty as a result of the content of, or representations made on, Independent Licensee's website.
4. **Hyperlinks:** Licensees may link from their Independent Licensee website(s) to ERA Foster & Bond Realty website(s); however, ERA Foster & Bond Realty reserves the right to terminate such links when deemed objectionable, controversial in nature, in violation of state or federal law, or for any reason ERA Foster & Bond Capital

5. City deems necessary. These links should provide additional information (e.g., community information, guest list sign in, e-newsletter), or otherwise enhance the consumer's experience when visiting the home page. Links to competitive entities, such as other Realtors, are expressly prohibited and may result in immediate termination of the Licensee's ERA Foster & Bond Realty home page.
6. **Compliance:** ERA Foster & Bond Realty may review Independent Licensee websites at any time for conformity to ERA Foster & Bond Realty policies and procedures. If an Independent Licensee website is deemed to be in violation of the provisions set forth herein, the Licensee will be notified of the violation, and shall be provided information as soon as practicable to bring the website into conformity with the appropriate policy and/or procedure. A copy of each page of an Independent Licensee website (not containing property listings) must be filed with ERA Foster & Bond's Marketing Department, if requested. Licensee shall present a current screen printout of only the initial home page of the Independent Licensee website to the appropriate Broker for determination of compliance with ERA Foster & Bond Realty policy and/or procedure. In any case of a disputed website review by ERA Foster & Bond, ERA Foster & Bond Realty shall have the final authority on the content of any Independent Licensee website and may temporarily or permanently preclude the Licensee's use of an Independent Licensee's website.

Refer to the ERA Foster & Bond Operation Manual and Brand Guidelines for additional direction and proper use descriptions.

POLICY STATEMENT
AUTOMOBILE INSURANCE

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Every Licensee shall maintain and insure an automobile at his or her sole cost and expense, which automobile shall be kept clean and orderly, and in good mechanical condition.

Licensees shall maintain liability insurance upon their vehicles with minimum limits of \$250,000 for each person and \$400,000 for each accident and with a property damage limit of \$250,000, which policy should name ERA Foster & Bond Realty as an additional insured and provide for 30 days advance notice of cancellation to ERA Foster & Bond. Licensees must disclose to their insurer the fact that they are real estate sales associates and that their vehicle is used for business purposes. Licensees shall immediately notify his or her Broker of any changes in the status of the policy. Every Licensee shall provide his or her broker with a copy of the relevant policy's declarations page documenting ERA Foster & Bond Realty's additional insured status, annually, upon receipt of same.

Licensees should always comply with all applicable driving and safety laws and should never engage in any unsafe or distracting activities while operating a motor vehicle.

POLICY STATEMENT
COMMISSION REDUCTION

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



You must get written approval to any commission reduction **PRIOR** to contract acceptance or closing (if something changes after contract). A commission reduction is **ANY COMMISSION AMOUNT BELOW 3.0%** on the listing side and/or **ANY COMMISSION AMOUNT BELOW 3.0%** on the buyer's side (or the commission amount as advertised in FMLS). In the event you fail to secure written approval, you will incur the entire cost of the reduction.

However, in the event a commission reduction is deemed warranted by the Licensee, the Licensee must e-mail the Office Broker his or her request (along with a valid business reason) as to why commission adjustment is necessary. The Licensee will receive an approval or declination of the request within one (1) business day.

If your commission reduction request is approved, please print the e-mail and staple it to the yellow processing sheet in the office file. If you do not complete this final step, you may incur the entire cost of the reduction.

POLICY STATEMENT
REAL ESTATE COMMISSIONS

EFFECTIVE DATE
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1/1/2022



The commission rates of ERA Foster & Bond Realty are based upon the cost of the services we provide, the value of these services to our clients, and competitive market conditions. Our commission rates are not determined by agreement with, or recommendation or suggestion from, any person not a party to a listing agreement with our firm.

Licensees employed by, or affiliated with, ERA Foster & Bond Realty shall not participate in any discussion with any person affiliated with or employed by any other real estate firm concerning the commission rate charged by ERA Foster & Bond Realty or any other real estate firm in our communities, except to the extent necessary in any individual transaction.

When soliciting a listing or negotiating a listing agreement, no Licensee shall make any reference to a "prevailing" commission level in the community, the "going rate" or any other words or phrases that incorrectly suggest that commission rates are uniform or "standard" within our marketing area.

The amount of compensation or "commission split" offered by ERA Foster & Bond Realty to cooperating brokers is determined by the level of service we can expect a cooperating office to perform, and the amount of compensation necessary to induce cooperation under prevailing market conditions. Compensation, or commission splits, are not intended, and may not be used, to induce or compel any other real estate firm in our market to raise or lower the commission it charges to its client.

In accordance with ERA Foster & Bond's and the Licensee's legal and ethical obligations, when soliciting or negotiating a listing agreement, no Licensee shall disparage the business practices of any other real estate firm, nor suggest that his or her office, or any other office, will not cooperate with any other real estate firm or not show properties listed by any other firm. Listing presentations shall focus exclusively upon the level of service and professionalism provided by the Licensee and ERA Foster & Bond, the results we have achieved for other clients, and the value the client can expect to receive for the fees we charge. Potential clients should be invited and encouraged to compare the value of our services to those of any other real estate firm in our marketing area. Likewise, any sales Licensee who is invited by a potential client to compare our services with those of any other real estate firm should do so by emphasizing the nature and quality of the services the Licensee and ERA Foster & Bond Realty provide.

Whenever a sales Licensee is unsure about the proper way to respond to the concerns of an actual or potential client or customer, he/she should defer answering and state that he/she will consult with his/her Broker and get back to the party with an answer. The Licensee should then ask his/her Broker for advice. The Broker will consult with Legal Counsel, if necessary.

When a sales Licensee is present during an unauthorized discussion of fees or commission, he or she should immediately interrupt the conversation, state that he or she cannot participate in such a discussion and immediately leave the room. This should be promptly reported in writing to the Broker.

No Licensee shall participate with any member or members of any other firm in the practice of boycotting any person or firm for any reason.

Brokerage fees charged shall be as customary at ERA Foster & Bond Realty and in accordance with the current schedule. No adjustment in commissions will be recognized unless approved by management. Adjustments made without prior written Broker approval shall be made from the Licensee's commission split only.

Commission arrangements with cooperating brokers are to be made only by the Broker or Owner. Licensees are not authorized to negotiate such arrangements. It is ERA Foster & Bond's policy not to disclose our full commission rate or fee in the FMLS/MLS or other property information exchange. Therefore, only the cooperating broker's fee, expressed as a percentage of the total sales price, shall be included on multiple listing forms or other property information exchange for distribution to other listing service members.

Commission splits are determined by the listing real estate broker. ERA Foster & Bond Realty welcomes cooperation on all of its listings (unless expressly prohibited by an owner) and will share with cooperating brokers through the offer published in the MLS.

At offer presentation, Licensees must ensure that the total commission is conveyed/documentated (unless the contract states that the commission is being paid in accordance with a separate written agreement), as well as the commission being paid to the cooperating broker. Errors will be borne by the Licensee.

Georgia law prohibits a sales Licensee from being paid a commission directly on a transaction without the express written authorization from the Licensee's broker. Licensee commissions are paid by ERA Foster & Bond Realty in accordance with each Licensee's Independent Licensee agreement and Commission Schedule and the policies contained herein, as amended from time to time in ERA Foster & Bond Realty's discretion. Commission checks are processed and issued in accordance with ERA Foster & Bond Realty's normal processing and accounting procedures following ERA Foster & Bond Realty's receipt of the commissions on any given transaction.

ERA Foster & Bond Realty will authorize any closing agent to make direct payment at closing to the Licensee of the Licensee's split of any commission (less any deductions) if the closing agent agrees to:

1. provide services in accordance with service standards that are uniformly required of all closing Licensees to the extent such services are necessary to disburse commissions at closing, including the requirement that such closing agent receives and implements written instructions from the Broker only relating to commission disbursement up until the time of the closing;
2. agrees in writing to indemnify Company for losses in the event that the closing agent does not comply with written instructions relating to commission disbursement; and,
3. complies with applicable law in the conduct of its business, including the Real Estate Settlement Procedures Act ("RESPA").

ERA Foster & Bond Realty will not authorize disbursement of Licensee commissions at closing by closing Licensees that do not comply with the foregoing requirements and who do not sign ERA Foster & Bond Realty's Program Participation Agreement that incorporates the above requirements.

From time to time, a sales Licensee may receive payments for services rendered (e.g., consulting or finder fees) that are not in the usual form of a commission. In accordance with Chapter 475, any such payments must be made through ERA Foster & Bond Realty and shall be treated as commission payments.

Licensees are required to disclose any and all amounts, gifts and/or services received that are valued over \$50 to the Broker.

Licensees may not waive their portion of a commission on any transaction. In the event a Licensee does so, the waived commission may be included as income to Licensee in his or her 1099 in accordance with Internal Revenue Service rulings and regulations.

Refer to the ERA Foster & Bond Operation Manual and Brand Guidelines for additional direction and proper use descriptions.

POLICY STATEMENT
DISPUTES BETWEEN LICENSEES

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



In the event of any dispute between two or more Licensees licensed with ERA Foster & Bond Realty that in any way relates to or arises out of their activities as real estate Licensees that occurred, in whole or in part, during their affiliation (whether still affiliated or not) with ERA Foster & Bond, as the case may be including, but not limited to, their conduct, acts, transactions, listings, sales, commission or referral rights, that cannot be amicably resolved by the Licensees or their Broker, the following procedures shall apply:

1. Disputes involving monetary claims of \$10,000 or less.

- a. The Licensee making the claim (hereinafter the "Claimant") shall submit a signed, typewritten detailed statement of the claim setting forth the nature of the claim, the amount being claimed, and the name of the Licensee(s) against whom the claim is being made (hereinafter the "Respondent"). The Claimant must attach to the statement of claim all relevant documents and affidavits that the Claimant contends support his or her claim (hereinafter the "Statement of Claim"). The Statement of Claim shall be submitted to the Owner.
- b. The Owner shall make a determination as to whether the matter is properly subject to arbitration and whether the proper parties are named in the request for arbitration. The Owner will provide a copy of the Statement of Claim to the Respondent, who shall then submit a signed, typewritten detailed response setting forth his or her defense to the Statement of Claim, and attach to the response all relevant documents and affidavits that the Respondent contends supports his or her defense (hereinafter the "Response"). The Respondent shall submit his or her Response to the Owner within seven (7) calendar days of receipt of the Statement of Claim.
- c. At the time that the Respondent submits his or her Response, he or she shall also submit any counterclaim, if any, against the Claimant, provided the counterclaim arises out of the same transaction giving rise to the Statement of Claim. The same procedures and time periods set forth above shall apply, except that the counterclaim shall be titled "Statement of Counterclaim" and the response shall be titled "Response to Counterclaim." The amounts in dispute in the Statement of Claim and the Statement of Counterclaim shall not be aggregated for purposes of determining whether the procedure set forth in this section (A) shall apply or section (B) below (for example, a Claim of \$7,000 and a Counterclaim of \$5,000 shall be governed by this section (A) and will not be considered a dispute involving a monetary claim in excess of \$10,000.00).
- d. Following the Owner's receipt of the Statement of Claim, Statement of Counterclaim and Response to Counterclaim, if any, the Claimant and the Respondent will be provided with a list of six (6) ERA Foster & Bond Realty Associate Brokers, from which list the Owner will select three (3) Associate Brokers to make a final and binding decision. The Owner may elect, in his or her sole discretion, to utilize one or more sales Licensees to serve as a panel member(s). The list shall not include the Complainant's Broker. No panel member shall have any financial or personal interest in the transaction or in the outcome of the dispute.
- e. The parties shall have seven (7) calendar days to provide the Owner with any written objection to any Associate Broker or Licensee on the list and to provide the specific grounds for the objection, which must include a reasonable concern over the ability of the Associate Broker or Licensee to render an impartial decision. If the Owner determines, in his sole judgment, that the objection is valid, that Associate Broker or

Licensee shall not be selected as a panel member. A party will be deemed to have waived all objections to any person not objected to.

- f. If no objections are received, the Owner shall select three (3) people from the list who shall collectively be designated as "the Panel Members."
- g. The Owner will forward copies of the Statement of Claim and the Response, and the Counterclaim and Response to Counterclaim, if any, to the Panel Members. The Panel Members, individually or collectively, shall have the right, in their sole discretion, to request a copy of the relevant office file(s) from the Broker to assist them in rendering a decision and shall have the right to submit written questions to one or both parties asking for additional information or documentation within a prescribed time period. Any such request, as well as any responses thereto, shall be simultaneously copied in their entirety to the other party. The additional information and documentation referenced herein shall be referred to as the "Supplemental Information." Other than the foregoing, any communication by the parties with the Panel Members concerning the dispute is expressly prohibited. Further, the Panel Members shall have the authority (but not the obligation) to contact any individual whom such panel member believes may have information bearing on the parties' respective rights and obligations in dispute and may consider any such information in reaching their decision. Any Panel Member who does so shall be obligated to share the information with the other Panel Members.
- h. Within seven (7) days of their receipt of the Statements, Responses, and any Supplemental Information, the Panel Members shall issue a written, dated decision signed by (at least) a majority of the Panel Members setting forth their decision. The failure of a party to provide any required submissions shall not prevent the Panel Members from issuing a decision based upon the submissions that have been provided by one or both parties. The decision shall state the precise action that each party is ordered to take and the precise sum(s) that each party is ordered to pay, if any. The Panel Members will promptly mail a copy of the decision to the parties, the Owner and ERA Foster & Bond Realty's Legal Counsel (if necessary). The Claimant and Respondent agree that the majority decision shall be final, binding and non-appealable. The Panel Members deliberations shall be held in private and shall be confidential. In reaching their decision, the Panel Members may communicate and deliberate in any manner they deem appropriate, in their sole discretion, including, but not limited to, telephone, e-mail, facsimile, in-person meetings or the like.
- i. Any party ordered to pay any sums of money shall pay such amounts within seven (7) calendar days of the date of the decision. In the event the decision is not fully satisfied within such time, ERA Foster & Bond Realty shall have the authority (but not the obligation) to deduct an amount equal to the unsatisfied portion of the decision from the non-prevailing party's pending and future commissions, if any, and to pay such sums directly to the prevailing party in satisfaction of the decision. The prevailing party shall also have the right and authority to pursue any and all available legal remedies to enforce the decision and collect thereon including, but not limited to, seeking confirmation of the decision and/or entry of a judgment in a court of competent jurisdiction to the extent such remedies are available under the law. Any such action shall be at the sole cost and expense of the party seeking to enforce the decision, except that the enforcing party shall be entitled to recover from the non-prevailing party his or her reasonable attorneys' fees and costs incurred in seeking to enforce and satisfy the decision.

- j. The Owner shall have the discretion to extend any time periods herein.
- k. Each dispute is to be decided upon the facts of each case, with consideration given to the custom and practice in the industry, the NAR Code of Ethics, and ERA Foster & Bond Realty's policies in effect at the time of the transaction. The Panel Members shall not be bound by case law or rules of evidence applicable in courts and may consider any evidence they deem relevant to the dispute. The decision shall have no precedential value in future disputes.
- l. The procedures and remedies set forth herein shall be the sole and exclusive procedure and remedy applicable to associate disputes.
- m. Nothing herein shall in any way prohibit either the Claimant or Respondent from consulting or retaining independent legal counsel, at his/her sole cost and expense, to assist or advise in the preparation of the Statements, Responses or any Supplemental Information - provided, however, that all Statements, Responses and Supplemental Information shall be submitted under the name of the party and no reference shall be made to any such attorney, nor shall such attorney communicate in any way with the other party or the Panel Members regarding the dispute.
- n. Prior offers of settlement or attempts to resolve the dispute shall not be presented and shall not be considered by the Panel Members.
- o. If a disputed commission has previously been paid by ERA Foster & Bond Realty to the non-prevailing party, he/she must, within seven (7) days following receipt of the decision, pay back to ERA Foster & Bond Realty any amount due the prevailing party. If ERA Foster & Bond Realty has held any commission pending the decision (which it shall have the right but not the obligation to do), the commission will be paid to the party or parties in accordance with the decision.
- p. The provisions herein shall survive any associate's termination of his or her Independent Licensee agreement and/or affiliation with ERA Foster & Bond.

2. Disputes involving monetary claims in excess of \$10,000.

- a. The Licensee making the claim (hereinafter the "Claimant") shall submit a signed, typewritten detailed statement of claim setting forth the nature of the claim, the amount being claimed, and the name of the Licensee(s) against whom the claim is being made (hereinafter the "Respondent"). The Claimant must attach to the statement of claim all relevant documents and affidavits that the Claimant contends support his or her claim (hereinafter the "Statement of Claim"). The Statement of Claim shall be submitted to the Owner. The Claimant shall pay Company an administrative/filing fee of \$250.00 at the time of submitting the Statement of Claim.
- b. The Owner shall make a determination as to whether the matter is properly subject to arbitration and whether the proper parties are named in the request for arbitration. The Owner will provide a copy of the Statement of Claim to the Respondent, who shall then be required to submit a signed, typewritten detailed response setting forth his or her defense to the Statement of Claim, and attach to the response all relevant documents and affidavits that the Respondent contends supports his or her defense (hereinafter the "Response"). The Respondent shall submit his or her Response to the Owner within seven (7) calendar days of receipt of the Statement of Claim.
- c. At the time that the Respondent submits his or her Response, he or she shall also submit any counterclaim he or she has, if any, against the Claimant provided the counterclaim arises out of the same transaction giving rise to the Statement of Claim. The same procedures and time periods set forth above shall apply, except that the counterclaim shall be titled "Statement of Counterclaim" and the response shall be titled "Response to Counterclaim." The amounts in dispute in the Statement of Claim and the Statement of Counterclaim shall not be aggregated for purposes of determining whether the procedure set forth in this section (B) shall apply or section (A) above (for example, a Claim of \$7,000 and a Counterclaim of \$5,000 shall be governed by section (A) above and will not be considered a dispute involving a monetary claim in excess of \$10,000.00).
- d. Following the Owner's receipt of the Statement of Claim, Statement of Counterclaim and Response to Counterclaim, if any, the Claimant and the Respondent will be provided with a list of six (6) ERA Foster & Bond Realty Associate Brokers, from which list the Owner will select three (3) Associate Brokers to conduct a hearing and make a final and binding decision. The Owner may elect, in his or her sole

discretion, to utilize one or more sales Licensees to serve as panel member(s). The list shall not include the Broker. No panel member shall have any financial or personal interest in the transaction or in the outcome of the dispute.

- e. The parties shall have seven (7) calendar days to provide the Owner with any written objection to any Associate Broker or Licensee on the list and to provide the specific grounds for the objection, which must include a reasonable concern over the ability of the Associate Broker or Licensee to render an impartial decision. If the Owner determines, in his or her sole judgment, that the objection is valid, that Associate Broker or Licensee shall not be selected as a panel member. A party will be deemed to have waived all objections to any person not objected to.
- f. If no objections are received, the Owner shall select three (3) people from the list who shall collectively be designated as "the Panel Members." The Owner shall designate one of the Panel Members as the Chairperson.
- g. The Owner will forward copies of the Statement of Claim and the Response, and the Counterclaim and Response to Counterclaim, if any, to the Panel Members.
- h. Within seven (7) days of the Panel Members' receipt of the Statements, Responses, and any Supplemental Information, the Owner shall, regardless of whether a Response is submitted, schedule a hearing in accordance with the Hearing Procedures set forth below. The Owner shall select the date, time and place of the hearing and shall give at least 14 calendar days written notice to the parties.
- i. The Owner shall have the discretion to extend any time periods herein.
- j. The dispute and the award shall at all times be confidential, except that nothing shall prohibit enforcement as set forth herein.
- k. Each dispute is to be decided upon the facts of each case with consideration given to the custom and practice in the industry, the NAR Code of Ethics, and ERA Foster & Bond Realty policies in effect at the time of the transaction. The Panel Members shall not be bound by case law or rules of evidence applicable in courts and may consider any evidence they deem relevant to the dispute. The decision shall have no precedential value in future disputes.
- l. ERA Foster & Bond Realty's Legal Counsel may act in the place of the Owner to perform any or all of the Owner's duties set forth herein.
- m. The procedures and remedies set forth herein shall be the sole and exclusive procedure and remedy applicable to associate disputes.
- n. The provisions herein shall survive any associate's termination of his or her Independent Licensee agreement and/or affiliation with ERA Foster & Bond.

3. Hearing Procedure

- a. The Panel Members shall afford all parties a full opportunity to be heard, present witnesses, and offer evidence, subject to the Chairperson's judgment as to relevance.
- b. A party intending to be represented by counsel (at his or her sole cost and expense) must notify the Owner and all other parties in writing of the name and address of his or her attorney at least ten (10) calendar days before the hearing.
- c. The hearing procedures will include the following:
 - i) Opening statement by Chairperson.
 - ii) The Chairperson shall administer the oath or affirmation to all witnesses and parties.
 - iii) All witnesses other than the parties will be excused from the hearing except while testifying.
 - iv) The parties will be given an opportunity to present evidence and testimony on their respective behalves, and they may call witnesses. The party calling the witness shall be responsible for ensuring his or her voluntary appearance.
 - v) The parties will be afforded an opportunity to examine and cross-examine all witnesses and each other.
 - vi) The Panel Members may ask questions at any time during the proceedings.
 - vii) The Chairperson may exclude any question that he or she deems irrelevant or argumentative.
 - viii) Each side may make a closing statement. The Claimant will make the first closing statement, and the Respondent will make the final closing statement.

- ix) Adjournment of hearing.
- x) At the hearing, the Chairperson may elect to receive any further written statements, documents, or other papers, and shall regulate the hearing. The Panel Members may receive and consider any evidence they deem material and proper. Each party is personally responsible for his/her expenses incurred by way of utilization of legal counsel and/or expert witnesses.
- xi) The Chairperson may adjourn the hearing at any time for good cause.
- xii) The Chairperson, at his or her discretion, may hold the matter open after the hearing for later submissions. Both parties must be provided an equal opportunity to submit materials. A date must be set for final submission of the matter. Other than as directed by the Chairperson, no evidence may be received or communicated to any panel member. Communication with any panel member about the dispute is strictly forbidden following completion of the hearing itself.
- xiii) The hearing may proceed in the absence of any party who, after proper notice, fails to be present or fails to obtain a continuance. An award shall not be made solely because of the default of a party. The Chairperson shall request that the party who is present submit evidence. An award may be made in favor of a party who is absent if the evidence so warrants.
- xiv) The parties may settle the issue between themselves by written agreement at any time. In such event, upon notification to the Owner, the arbitration/hearing proceedings shall be terminated.
- xv) Prior offers of settlement or attempts to resolve the dispute shall not be presented and shall not be considered by the Panel Members.

4. Decision Procedure

- a. The Panel Members' deliberations shall be in private with no one else present. The decision of any two of the Panel Members shall be conclusive. The case shall be decided as soon as possible after the evidence is presented and, if approved by the Chairperson, any later submissions are received. The decision shall be in writing and signed by the Panel Members who are in agreement. While no particular form is required, the award should contain the following:
 - i) The date of the hearing;
 - ii) The names of the parties, witnesses, and any attorneys present at the hearing;
 - iii) A clear statement of the award outlining what action must be taken by each party;
 - iv) A copy of the signed decision shall be sent to each party promptly after the decision is made. A copy will also be sent to the Owner and ERA Foster & Bond Realty's Legal Counsel; and,
 - v) Any party ordered to pay any sums of money shall pay such amounts within seven (7) calendar days of the date of the decision. In the event the decision is not fully satisfied within such time, ERA Foster & Bond Realty shall have the authority (but not the obligation) to deduct an amount equal to the unsatisfied portion of the decision from the non-prevailing party's pending and future commissions, if any, and to pay such sums directly to the prevailing party. In addition to any other sums, the Respondent shall reimburse the Claimant for the \$250.00 administrative/filing fee if the Claimant is the prevailing party (i.e., awarded at least 51% of the amount claimed by the Claimant). The prevailing party shall also have the right and authority to pursue any and all available legal remedies to enforce the decision and collect thereon including, but not limited to, seeking confirmation of the decision and/or entry of a judgment in a court of competent jurisdiction to the extent such remedies are available under the law. Any such action shall be at the sole cost and expense of the party seeking to enforce the decision, except that the enforcing party shall be entitled to recover from the non-prevailing party his or her reasonable attorneys' fees and costs incurred in seeking to enforce and satisfy the decision. If a disputed commission has previously been paid by ERA Foster & Bond Realty to the non-prevailing party, he/she must, within seven (7) days following receipt of the decision, pay back to ERA Foster & Bond Realty any amount due the prevailing party. If ERA Foster & Bond Realty has held any commission pending the arbitration decision (which it shall have the right, but not the obligation, to do), the commission will be paid to the party or parties in accordance with the arbitration/hearing decision.

POLICY STATEMENT
DOCUMENTATION AND RETENTION OF TRANSACTION FILES

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Complete transaction files, whether for listings, sales, property management, or leasing are to be maintained in the company provided transaction management system, appFiles. Employees and licensees may not store any documentation in any other format unless said documentation is also uploaded into the transaction management system.

Audits of transaction files are conducted within 10 days of submission of documentation by Broker or Broker's designee.

Per Georgia Real Estate Commission rules, ERA Foster & Bond Realty maintains all files for a period of at least three years.

ERA Foster & Bond Realty will maintain any files that are involved in litigation, or have evidentiary requirements, for at least 10 years following the resolution of such litigation or investigation.

POLICY STATEMENT
DRESS CODE

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Think “Curb Appeal.” You never get a second chance to make a good impression. A professional first impression is a shared responsibility. Professional attire is required during business hours. Business hours are defined as anytime the front door is open to the public. Look good, feel good, sell more!

ERA Foster & Bond Realty’s objective, in establishing a dress code, is to enable Licensees and employees to project a professional, business-like image while experiencing the comfort advantages of more casual and relaxed clothing. Business casual dress is the standard for this dress code.

Because all casual clothing is not suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much cleavage, your back, your chest, your feet, your stomach, or your underwear is not appropriate for a place of business, even in a business casual setting.

Even in a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the company logo is encouraged. Sports team, university, and fashion brand names on clothing are generally acceptable.

Certain days can be declared dress down days. On these days, jeans and a more casual approach to dressing, although never potentially offensive to others, is allowed.

Below is a general overview of acceptable business casual attire. Items that are not appropriate for the office are listed, too. Neither list is all-inclusive and both are open to change. The lists tell you what is generally acceptable as business casual attire and what is generally not acceptable as business casual attire.

No dress code can cover all contingencies so Licensees and employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your Manager.

Slacks, Pants, and Suit Pants

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, jeans, and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include worn or torn jeans, sweatpants, exercise pants, short shorts, shorts, Bermuda shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as bike clothing.

Skirts, Dresses, and Skirted Suits

Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be no shorter than four inches above the knee, or a length at which you can sit comfortably in public. Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, beach dresses, and spaghetti-strap dresses are inappropriate for the office.

Shirts, Tops, Blouses, and Jackets

Casual shirts, golf shirts, dress shirts, sweaters, tops, and turtlenecks are acceptable. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire includes: tank tops; sweatshirts; midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; and t-shirts unless worn under another blouse, shirt, jacket, or jumper.

Shoes and Footwear

Loafers, boots, flats, clogs, conservative athletic shoes, sneakers, dress heels, and leather deck shoes are acceptable. Wearing no stockings is acceptable if the look is appropriate to the outfit. Flashy athletic shoes, thongs, flip-flops, slippers, are not acceptable in the office. Men may not wear open-toed shoes.

Jewelry, Perfume, and Cologne

Jewelry should be in good taste, with no visible body piercing other than pierced ears. Avoid heavy use of colognes and perfumes.

Hats and Head Covering

Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

Conclusion

If clothing fails to meet these standards, as determined by the Manger or other identified subordinate, the agent or employee will be sent home to change clothes. Upon second occurrence the agent or employee will receive a verbal warning for the offense and be sent home to change clothes. Progressive disciplinary action will be taken for further dress code violations.

POLICY STATEMENT
EARNEST MONEY

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



All licensees are to turn in earnest money checks to the Broker or Broker's designee the next day after receiving said check. Do not carry earnest money checks while negotiating a contract.

Ensure the earnest money check is made payable to ERA Foster & Bond Realty or the Holder identified in the Purchase and Sale Agreement. On the check, you should have the property address entered on the memo line.

ERA Foster & Bond Realty will not accept cash or other valuable items as earnest money. Please have your customer write a personal check, or obtain a certified or cashier's check, or a money order. Never take a customer's cash and go get a certified check, etc., for your client/customer – this is a license law violation! Have your client/customer do this.

If ERA Foster & Bond Realty is the Holder, **do not** send a copy of the earnest money check to any cooperating Broker or third-party. If the cooperating party or lender wants verification of the receipt of these funds, notify the Broker.

Earnest money **is not deposited** when you turn the check into office. It is held in the office until you notify the office of the binding Purchase and Sale Agreement. The "clock starts ticking" when you have a binding agreement. Do not wait to notify the office that you have a binding agreement! **The Broker and office staff do not know to deposit the earnest money until you submit the bound contract.**

Earnest money must be deposited according to the terms of the Purchase and Sale Agreement to which the funds are subject. Normally, when you notify the office of your binding contract the earnest money will be deposited the next day. However, if the buyer needs to transfer funds, we can hold the earnest money check here in the office until the last day it must be deposited. You must notify the office if this is the case. The Broker or the Broker's designee will not delay depositing the earnest money past the deadline as specified in the Purchase and Sale Agreement.

It is the licensee's responsibility to make sure the earnest money is deposited on time. It is a license law violation if earnest money is not collected and/or the earnest money deposit is late. In such event, the Licensee will be held solely responsible should the Licensee fail to deliver the earnest money and/or fails to notify the office of the binding contract in a timely manner.

POLICY STATEMENT
FAIR HOUSING

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



ERA Foster & Bond Realty supports and subscribes to compliance with both the spirit and the letter of the Fair Housing laws. Licensees shall at all times conduct their endeavors in full and total compliance therewith in furtherance of ERA Foster & Bond Realty's policy to strictly abide by such Fair Housing laws.

All Licensees participating in the sale, purchase, exchange, rental or lease of real property have the responsibility and obligation to offer equal service to all clients and customers without regard to race, creed, color, religion, age, handicap, sex, familial status or national origin. Licensees have no right or responsibility to volunteer information regarding the race, color, religious, or ethnic composition of any neighborhood or any part thereof. No Licensee shall engage in any activity that has the purpose of inducing panic selling, blockbusting or steering.

Additional information regarding fair housing is available at www.hud.gov/fhoe.

POLICY STATEMENT
LICENSE RENEWALS

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



It is the Licensee's sole responsibility to meet all continuing education requirements for the renewal of his or her real estate license and to ensure that ERA Foster & Bond Realty has a current copy of the license on file.

A Licensee who fails to renew his/her license at the end of the license period will be terminated while his/her license is in inactive status and may not perform any related activities or receive any brokerage compensation.

POLICY STATEMENT
LICENSEE ACCOUNTS RECEIVABLES

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



ERA Foster & Bond Realty maintains a Licensee billing system. From time to time, ERA Foster & Bond Realty may, in its sole discretion, pay certain expenses on behalf of its licensees or deduct certain sums owed to the ERA Foster & Bond Realty from a licensee's commissions. These items may include, but are not limited to, advertising fees, marketing fees, maintenance fees, and insurance premiums.

ERA Foster & Bond Realty will prepare a monthly Licensee Statement of Activity for each sales licensee. The statement will include detail for all sales Licensee incurred costs and expenses paid by ERA Foster & Bond Realty on his/her behalf and will include sales Licensee payments (including deductions from commission proceeds, if any) and balances due to the ERA Foster & Bond Realty.

Licensees should find these statements useful in preparing annual income tax filings since the statements will provide a detailed record of sales Licensee expenses. The Licensee Statement of Activity will be distributed to the respective licensees as necessary. Licensee balances are due and payable upon receipt of the Licensee Statement of Activity.

Licensees must pay all balances due to ERA Foster & Bond Realty by the due date indicated on the Licensee Statement of Activity. Licensee payments will appear on the following month's statement. Licensees may pay the balance due to the ERA Foster & Bond Realty in any of the following ways:

- Personal check. The sales Licensee's receivable account will be charged a \$38.00 service fee for each check returned by the ERA Foster & Bond's financial institution due to non-sufficient funds ("NSF"). In such event, another form of immediate payment will be required (i.e., credit card, money order, cashiers' check) from the licensee.
- Credit Card (via credit card authorization form available in appFiles).
- Deduction from the licensee's next available commission payment (provided such commission is available and paid within the due date).

Licensees who fail to pay the annual Professional Liability Insurance Premium by the due date shall be assessed a \$25 per week late fee. ERA Foster & Bond Realty will automatically deduct the annual administrative fee for the Legal Assistance Program (and any late fees) from a licensee's commissions if the fee remains unpaid for more than thirty (30) days from the applicable due date.

Balances due from terminating sales associates (voluntary or involuntary) are due and payable upon termination.

POLICY STATEMENT
LICENSEE TERMINATION

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Licensees leaving ERA Foster & Bond Realty (voluntarily or involuntarily) are subject to the provisions of their respective Independent Licensee agreements ("IC Agreements").

Additionally:

Licensees leaving ERA Foster & Bond Realty shall promptly return all equipment, keys, computerized entry clickers, software, files, supplies, training materials, reference materials, booklets, publications, and all other literature and awards, etc. belonging to or bearing the trademark or trade name of ERA Foster & Bond Realty. If items are not returned, a fee of \$500.00 will be charged to the Licensee, in addition to any other remedies available to ERA Foster & Bond Realty.

Terminating Licensees must comply with all applicable regulations of the real estate associations and the State of Georgia in completing and submitting proper licensing transfer forms.

All listings are taken in the name of ERA Foster & Bond Realty and remain the sole property of ERA Foster & Bond Realty. The Broker will contact the seller of each listing of the departing associate and notify them that the listing has been reassigned, assuring them of continued service by ERA Foster & Bond. Licensees shall not solicit or interfere in any way with ERA Foster & Bond Realty's contractual or business relationships.

Pending sales will be treated pursuant to licensee's current Independent Contractor agreement and commission schedule on file with ERA Foster & Bond Realty. Any transaction revived or started after a licensee's departure including, but not limited to, lease renewals and the exercise of options, will be considered new business and the departing Licensee shall have no interest in same.

Any referral which has been placed, but which has not resulted in a contract at the time of termination, will be considered new business and shall be reassigned to a new Licensee and the departing Licensee shall have no interest in same.

POLICY STATEMENT
LISTING CANCELLATION

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Anytime a seller mentions wanting to withdraw or cancel a listing, the listing Licensee must explain to him or her that it is not ERA Foster & Bond Realty's policy to allow a listing to be withdrawn or cancelled unless a "Cancellation Guarantee" was executed between the Brokerage and the seller.

The Licensee should try to find out what the seller's reasons are for wanting to withdraw and should, accordingly, consult with his or her Broker. A seller must not be led to believe that ERA Foster & Bond Realty will agree to the cancellation or withdrawal, and the Licensee does not have the authority to cancel or withdraw a listing. In the Broker's discretion, sellers who no longer wish to offer their property for sale may be given a "conditional" withdrawal or cancellation if agreed to in writing in advance by the Broker and subject to payment of any required cancellation/withdrawal fee.

The company shall have the right, in its sole discretion and without obligation to licensee, to cancel a listing based upon consideration of the reasons offered by the seller, licensee's acts or omissions, or any potential legal or regulatory consequences. If a listing is cancelled by a Licensee without the Broker's written consent, the Licensee will be responsible to ERA Foster & Bond Realty for ERA Foster & Bond Realty's lost dollar as computed based upon the property list price.

In the event a "Cancellation Guarantee" was executed between the Brokerage and the seller, Licensee shall be solely responsible for payment of any applicable FMLS/MLS cancellation fees.

Terminating licensees who cancel or release any listing without the prior written approval of ERA Foster & Bond Realty shall be obligated to pay the Company 50% of the commission set forth in the Listing Agreement upon cancellation. This provision shall survive termination (voluntary or involuntary) of licensee's relationship with ERA Foster & Bond.

POLICY STATEMENT
BOARD OF REALTORS® AWARD RECOGNITION

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



ERA Foster & Bond Realty will produce licensee's REALTOR® Board production recognition report and application, and provide Licensee with a copy of the application.

Licensee is responsible for all fees, dues, or costs associated with licensee's submission of his/her application as well as delivering the application to the Board by the deadline as established by the Board.

In the event Licensee's application is selected for audit by the Board, Licensee is responsible for providing all documentation required by the Board in response to the audit request by the audit deadline.

POLICY STATEMENT
TELEMARKETING & DO NOT CALL REGISTRY

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



ERA Foster & Bond Realty understands our clients' need for privacy. In an effort to protect them, the following is a list of strict guidelines that all ERA Foster & Bond Licensees are required to follow. If you have any questions about this policy, please contact ERA Foster & Bond Customer Care at CustomerCare@erafb.com.

COMPLIANCE: All ERA Foster & Bond Licensees are required to comply with Federal, state and local laws, statutes, ordinances, rules and regulations applicable to telephone calls made to consumers to market goods or services. In particular, ERA Foster & Bond Licensees are encouraged to familiarize themselves with the Federal Trade Commission's (FTC) Telemarketing Sales Rule and the National Do-Not-Call Registry by visiting the FTC's Web site.

NATIONAL DO NOT CALL REGISTRY ACCESS: The FTC's National Do Not Call Registry for the telephone area codes in the company market area is available to every ERA Foster & Bond agent via the company's password-protected intranet site.

TELEMARKETING COLD CALLS: Before placing a "cold call" to a prospective new client's residence, ERA Foster & Bond Licensees are required to check the phone number on the National Do Not Call Registry, and your broker's local Do Not Call list, if one is maintained. If the consumer's telephone number appears on the either of those lists, the agent must not place the call. If the consumer's number is not on either list, the agent may pursue the call. Despite the fact the telephone number is not on either of the No-Call Lists, if the consumer states he/she thought his/her number IS on the list, the agent should apologize and terminate the call.

ESTABLISHED BUSINESS RELATIONSHIP EXEMPTIONS: Under the "established business relationship" exemptions, even if the client's telephone number is on the National Do Not Call Registry, a telemarketing telephone call may be made to a consumer with whom the ERA Foster & Bond agent has had an established business relationship for up to 18 months after the end of the transaction. If a consumer makes an inquiry to a ERA Foster & Bond agent, a telemarketing call may be made for up to three months after the consumer makes the inquiry, even if the consumer's telephone number is on the National Do Not Call Registry.

EXPIRED LISTINGS OF OTHER BROKERS: ERA Foster & Bond Licensees are not permitted to call any person whose property was listed with another broker, but has expired, without first checking the National Do Not Call Registry and your broker's local Do Not Call list, if one is maintained. If the consumer's telephone number appears on either list, that person may not be called. If the consumer's number is not on either list, the agent may pursue the call. Despite the fact the telephone number is not on either list, if the consumer states he/she thought his/her number IS on the list, the agent should apologize and terminate the call.

EXPIRED LISTINGS OF ERA Foster & Bond LICENSEES: A ERA Foster & Bond agent may call a person who, within the previous 18 months, had listed his/her property with ERA Foster & Bond. However, if that person has requested that ERA Foster & Bond not contact them and they are on your broker's local Do Not Call list, if one is maintained, they may not be contacted.

FOR SALE BY OWNERS - FSBOs: ERA Foster & Bond Licensees may contact a FSBO by telephone on behalf of a buyer client with whom the agent is working if that client is interested in viewing and possibly purchasing the property. If the buyer sees the property and is not interested in pursuing a purchase, but the agent would like to list the property for sale, the agent must first determine whether the seller's telephone number is on the National Do Not Call Registry or on your broker's local Do Not Call list, if one is maintained. If the seller is NOT on either list, the agent may solicit the listing by phone. If the seller is on either list, the agent may only call the seller with inquiries on behalf of future prospective buyers - not to solicit the listing. In this case, Licensees must be very careful to discuss only their buyer client's interest in viewing/purchasing the property. These restrictions apply to telephone solicitation; Licensees may solicit FSBO listings in person without restriction.

OPEN HOUSE SIGN-IN SHEETS: All ERA Foster & Bond agent's open house sign-in sheets must have a space next to the prospective buyer's name for his/her telephone number and a request for permission to contact him/her by phone. The sign-in sheets must be completed by the prospective buyer. The following language on an Open House Sign-In sheet is acceptable:

"Please provide your telephone number if you would like to receive additional information on this or other properties."

Even if the prospective buyer's phone number is listed on the National Do Not Call Registry or your broker's local Do Not Call list, if one is maintained, a ERA Foster & Bond agent may contact him/her IF the agent has obtained this express written permission to call the prospect's residence.

TELEMARKETING CALLS OUTSIDE THE MARKET AREA: If a ERA Foster & Bond agent wishes to make a telemarketing call to a residence whose area code is not one of the area codes downloaded on the company's intranet site, the agent must first research that phone number on the FTC Web site to determine whether the phone number is on the National Do Not Call Registry. ERA Foster & Bond Licensees are prohibited from calling any phone number listed on the National Do Not Call Registry.

FAX SOLICITATIONS: ERA Foster & Bond Licensees must not transmit a solicitation or advertisement to a telephone facsimile machine of a business or a residential consumer unless we have an established business relationship with the recipient of the transmission. We may only transmit facsimile solicitations or advertisements to recipients who have given our Company a written consent authorizing such transmissions and indicating the recipient's facsimile number. When we are authorized to send facsimile solicitations or advertisements, or facsimile machine must clearly mark the date and time the facsimile was sent and the Company's name and telephone number of the sending machine.

COPIES OF POLICY: You must mail a copy of this Policy to any residential consumer who requests it within 30 days of the request.

EMPLOYEE TRAINING: All employees are trained on the maintenance of ERA Foster & Bond's Do Not Call Registry and provided with a copy of this policy.

VIOLATIONS: Any violation or suspected violation of the National Do Not Call Registry regulations, of other laws and regulations, and/or the Company's Telemarketing Policy must be immediately reported to the Company's Principal Broker. If an agent receives a citation or notice of violation, the agent must immediately report the citation or violation to the Company's Principal Broker.

FINES: If the Company is fined because of a violation by an agent of the National Do Call Registry rules, of any other law or regulation applicable to telemarketing calls or of this policy, the agent will be responsible for payment of any and all fines and/or penalties and shall forfeit any commissions due or that become due until either the fine is paid or the Company is reimbursed.

POLICY STATEMENT
PERSONAL TRANSACTIONS

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



A Licensee will receive 99% of the commission on the sale or purchase of his/her primary residence.

A Licensee will receive 89% of the commission on the sale or purchase of a non-primary residence ("investment transaction") if the following criteria are met:

1. Licensee's name must be on the title (or Licensee must be a named officer in any entity conducting said transaction);
2. Maximum of two investment transactions per calendar year; and,
3. The Licensee must have achieved at least \$1,157,500 in closed sales volume in the 12-month period preceding the closing of an investment transaction.

POLICY STATEMENT
PR & MEDIA CONTACT

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



The following policies are in place for press releases, media inquiries, participation in television shows, video shoots and local operating company use of the ERA Foster & Bond Realty PR boilerplate.

Because the information we share has a direct impact on the survival of our company, all Licensees must not:

- Release any numbers (financial and others) without being first reviewed and approved by an Officer of ERA Foster & Bond Realty.
- Make any financial projections about our company's performance. It is acceptable to discuss historical performance, but please do not attempt to project or extrapolate.
- Provide market predictions. Instead, point reporters to industry analysts for their market forecasts and provide general comments on your level of agreement or disagreement with industry analysts' forecasts (do not state specific numbers or estimates).
- Share information that is material to the company's performance, especially information that has not been publicly disclosed.
- Disclose sales volume.
- Respond to any media inquiries on contentious or potential legal issues without first contacting an Officer of ERA Foster & Bond Realty.
- Use any wire service (national, regional or otherwise) to issue a press release without first gaining approval of an Officer of ERA Foster & Bond Realty. (This includes PRNewswire, BusinessWire and other wire services.)
- Proactively contact any national media outlets (including trades, NY Times, Wall Street Journal, national TV programs) or respond to any inquiries from national media outlets without first contacting an Officer of ERA Foster & Bond Realty.

Press Release Reviews/Approvals:

- All requests to issue a press release using a national or regional wire service and any proactive pitch to a national media outlet should be submitted to an Officer of ERA Foster & Bond Realty for review at least three days in advance of the intended release date, with the intended release date and recipients noted. These outlets include PRNewswire, BusinessWire, all other national and regional wire services, Bloomberg, Reuters, Dow Jones Wires, The Wall Street Journal, New York Times, FORTUNE, Forbes, Business Week, CBS, NBC, ABC, CNN, CNBC, etc.
- In addition, you should submit for review to an Officer of ERA Foster & Bond Realty all press releases that involve ERA Foster & Bond Realty's donations to charitable organizations (local or otherwise).

- Press releases to national trades (including RISMedia, Real Trends, Realtor Magazine, Lore and other national outlets) should be submitted to an Officer of ERA Foster & Bond Realty at least two days in advance of distribution with the intended release date noted.
- Regional or market-specific releases for distribution to your local media list only (no request for wire distribution) should be submitted to an Officer of ERA Foster & Bond Realty at least one day in advance as an FYI only.
- Local press releases (agent-specific, office specific, etc.) need to be cleared by an Officer of ERA Foster & Bond. If these contain financial numbers, then submit the release two days in advance of desired issue date. An Officer of ERA Foster & Bond Realty will get back to you with appropriate sign off.
- If you are not sure whether clearance is required, it is best to send it to an Officer of ERA Foster & Bond.

Media Inquiries

Please refer all inquiries of a material nature received from local and national media outlets (requests for information about acquisitions, company performance, market trends, etc.) as they happen to the Broker. Please bring to our immediate attention media requests that include the following:

- National media outlets (USA Today, The Wall Street Journal, New York Times, network TV, national online media).
- TV show asking for participation of one of your Licensees or employees; use of your company signage or logo; and/or permission to film in your offices or on a property you represent.
- A crisis or contentious situation, however local it may be (e.g., discrimination, fiscal improprieties, etc.)
- A national or local industry trade publication developing a potentially sensitive or negative story.

Any issue that may be a potential threat to the good reputation of ERA Foster & Bond Realty and must be carefully addressed as it happens, not after the fact. When in doubt, it can't hurt to send the inquiry to the Broker.

Refer to the ERA Foster & Bond Operation Manual and Brand Guidelines for additional direction and proper use descriptions.

POLICY STATEMENT
SALES & COMMISSION BONUSES

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



Sellers will sometimes ask about the effectiveness of offering a "selling bonus" as a way to enhance the marketing of their property. Generally, Sellers should be discouraged from taking this approach.

In most circumstances, a "selling bonus" does not have any impact on the effective marketing of a property. The only time a bonus might be effective is if all of the homes in a subdivision are identical and those on the market are all priced the same. A selling bonus could then set the property apart from the others. In general, the money being offered by the seller to encourage showings would be better used either reducing the price of the property to expand the pool of available buyers or as an incentive credit to a buyer to assist with closing expenses.

When bonuses are offered through the Multiple Listing Service on any ERA Foster & Bond Realty listing, Broker approval is required for proper wording as the listing broker could otherwise become obligated to pay any bonuses offered if a seller refuses to pay. If ERA Foster & Bond Realty becomes obligated to pay a bonus due to a Licensee's failure to follow this policy, the Licensee will be liable for the entire amount. If a bonus is being offered directly by the seller it should be conveyed outside of FMLS/MLS. Any limitations on a bonus must also be clearly stated (Example: "\$500 bonus directly from seller at closing if fully executed contract by May 1, 2014 for full listing price").

A non-cash bonus commission is defined as any form of non-cash compensation received that is over and above the stipulated/offered commission. It may be in the form of a gift certificate, vacation, etc. and must be presented to ERA Foster & Bond, not the Licensee. The value of the bonus will be determined and counted as taxable income for the Licensee. Any bonus commission presented to ERA Foster & Bond Realty will be given to the Licensee if the regular cash commission paid to ERA Foster & Bond Realty was the standard commission and no concessions were made involving ERA Foster & Bond. If a bonus is presented to ERA Foster & Bond Realty on a transaction on which a discounted commission was taken, the associate will pay back to ERA Foster & Bond Realty the amount discounted.

POLICY STATEMENT
THIRD PARTY ACCESS TO OFFICE

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



It is important to protect the confidential information of our customers and clients.

Third party vendor are not allowed in the office unaccompanied by a Licensee or employee of ERA Foster & Bond. This includes, but is not limited to, all lenders, inspectors, home warranty representatives, and co-oping Licensees.

If you encounter someone in the office unaccompanied, you are instructed to ask him/her who let him/her in (or left her/him in the office) and ask him/her to leave the office. You should report any instance of this to the Broker via email.

Third Party vendors, customers and clients are not allowed in the working area(s) of the office and should be met in a conference room or off-site location.

POLICY STATEMENT
USE OF NAME AND LOGO

EFFECTIVE DATE
9/1/2010

UPDATED
1/1/2022



All advertising by any Licensee of ERA Foster & Bond, which is in the course and scope of the Licensee's contractual relationship with ERA Foster & Bond Realty shall show ERA Foster & Bond Realty name, logo, and office telephone number. All uses of ERA Foster & Bond's name, logo, and other trademarks and service marks must comply with the Identity Standards of the current ERA Foster & Bond Brand Guideline, as amended from time to time.

Identification with ERA Foster & Bond Realty is an important part of the ability to maintain success. ERA Foster & Bond Realty retains the right of final approval over the graphics and content of all advertising and promotional materials, media selection and publicity releases using ERA Foster & Bond Realty name and/or logo whether paid by ERA Foster & Bond Realty or paid by Licensee.

Licensees are prohibited from putting the ERA Foster & Bond Realty name and/or logo on their individual bank accounts, even if it is their business account.

Refer to the ERA Foster & Bond Operation Manual and Brand Guidelines for additional direction and proper use descriptions.

POLICY STATEMENT
WIRE FRAUD PREVENTION

EFFECTIVE DATE
5/1/2017

UPDATED
1/1/2022



1. Overview

It is essential that procedures are in place to prevent a hacker from tricking someone into wiring money to the wrong party.

2. Purpose

The Wire Fraud Prevention Policy describes required actions on the part of employees and licensees that will help ensure that money is wired only to the appropriate party during the real estate transaction. This includes procedures for raising awareness of the issue and methods to help ensure secure communications.

3. Scope

This policy applies to all employees and licensees that interact in any way with wiring instructions and communications internally and with clients. This includes temporary licensees and part-time employees.

4. Policy

4.1 Licensees will not electronically communicate, either directly or by forwarding, any instruction(s) or documentation(s) related to the process of sending and/or receiving a wire transfer of funds. Only the Broker or the Broker's designee may verbally communicate wiring instructions to clients or customers.

4.2 Licensees will provide the "Wire Fraud Warning" document with all buyer agency contracts and listing contracts and obtain client signature(s) on that document when other contracts are signed. This document must be submitted to the brokerage with those other contracts.

4.3 If communication with clients is via e-mail or other messaging service that allows for a "signature", the "Wire Fraud Signature" must be included in the signature, in close proximity to the rest of the message, in a font no smaller than the median size used in the email and of no lesser contrast.

The "Wire Fraud Signature" is as follows:

IMPORTANT NOTICE: Online banking fraud and cybercrime is on the rise. Never trust wiring instructions or a request for other personal/financial information sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number (not the phone number that may be in the email you are concerned about). Never wire money without double-checking that the wiring instructions are correct.

4.4 You must configure your work email as instructed by the brokerage:

- Using a strong password, used only for this email account and not shared with others. The password and your activities around it must comply with the company's "**Email & Password Policy**".
- Using encryption (SSL or TLS) for the email connection. Please speak with your Broker if you need help configuring your email client to meet this requirement.
- Use email strong 2-factor authentication.
- Using caution with regard to email attachments, per the company's "**Email & Password Policy**".

4.5. The company has approved a Transaction Management system for all client communications related to the closing process, no other form of communication (other than telephone voice calling) should be used to communicate financial matters with clients.

4.6. If you use WiFi for work purposes, you must always use WiFi encrypted using WPA2. If you are unsure about the encryption level of available WiFi, you may not use it. See the company's "**Wireless Security Policy**".

4.7. If you use a personal computer, tablet, phone, or other mobile device for business purposes, it must be compliant with the company's "**Bring Your Own Device (BYOD) Policy**". This includes, but is not limited to, using and securing a unique, appropriately strong password for the device per the company's "**Email & Password Policy**", setting the device lock timer, using anti-virus software, and using disk encryption.

4.8. Work computers configured by the company will be configured according to the "**Workstation Configuration Policy**". Employees and licensees are forbidden from attempting to bypass any aspect of workstation security.

4.9. In the event you believe wiring instructions may have been compromised, inform the client, third party, and Broker immediately using every communications method possible. They will take appropriate action.

5. Policy Compliance

5.1 Compliance Measurement

The company will verify compliance to this policy through various methods, including but not limited to review of client communications, audit of computers and mobile devices, and periodic drills including social engineering.

5.2 Exceptions

Any exception to any aspect of this policy must be approved by Rusty Willis, Broker in writing, in advance.

5.3 Non-Compliance

An employee or Licensee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

POLICY STATEMENT
EMAIL & PASSWORD POLICY

EFFECTIVE DATE
5/1/2017

UPDATED
1/1/2022



EMAIL

The company provides a work email address to every employee and licensee. **Employees and licensees may not use any other email address to conduct the company's business.**

Employees and licensees should only access company email via a network which adheres to the **"Wireless Security Policy"** and in compliance with the **"Bring Your Own Device (BYOD) Policy"**.

PASSWORDS

The most critical component of cyber-security is the creation and protection of passwords. In order to protect the information of the company, its clients and customers, employees and licensees must ensure that:

- Passwords must be unique to your work email.
- Passwords must have at least eight characters.
- Passwords cannot be the derivation of any "real" word (i.e. one cannot use "p@ssw0rd" as a password).
- Passwords cannot contain the user's name, company's name, pet's name(s), or geographic identifier (i.e. 3mm3tt@tl@nt@ is not acceptable).
- Passwords must contain a combination of lowercase letters, uppercase letters, numbers, and symbols.
- Passwords must not be repeated.

The company shall cause email passwords to be reset on the first business day following February 1, May 1, August 1, and November 1.

Two-step authentication is enabled for the company's email. Employees and licensees may not disable or bypass two-step authentication.

If an employee or Licensee believes his or her email access has been jeopardized, they must IMMEDIATELY report their suspicion to the Broker.

Employees and licensees should regularly inspect the settings of their email address and ensure that forwarding and/or filtering rules do not jeopardize the privacy of our clients and customers, or the security of the company's business.

Policy Compliance

The company will verify compliance to this policy through various methods, including but not limited to review of client communications, audit of computers and mobile devices, and periodic drills including social engineering.

An employee or Licensee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. There are no exceptions to this policy.

POLICY STATEMENT
WIRELESS SECURITY

EFFECTIVE DATE
5/1/2017

UPDATED
1/1/2022



Employees and licensees must ensure that any network to which they are connected, and conducting the company's business, is secure from cyber-intrusion.

When working in the office, employees and licensees must connect to the network called “**RealLiving_Secure**” as this network utilizes the latest in security software and monitoring. At no time should an employee or Licensee reveal the password to this network to any third party. Third party users may use the network called “**RealLiving_Guest**”. The company shall cause the password to the company's secured network to be changed as necessary (i.e. as the result of a suspected security breach attempt).

Public WiFi networks and “hot spots” are not secure and may not be used to conduct company business.

Even when one believes the network is secure, employees and licensees should take extra precautions to avoid the possible leak of information. Precautions include:

- Using an encrypted (SSL or TLS) connection.
- Utilizing a personal fire-wall.
- Running an updated anti-virus protection software on the device.
- Turn off file sharing and folder sharing (Windows users).
- Check for HTTPS and/or add HTTPS to your browser(s).
- “Forgetting” the network when you're finished using it.
- Home networks must be encrypted using WPA2.
- Avoiding websites that are not work related.
- Not opening unsolicited emails, attachments, or embedded navigation links.

Policy Compliance

The company will verify compliance to this policy through various methods, including but not limited to review of client communications, audit of computers and mobile devices, and periodic drills including social engineering.

An employee or Licensee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. There are no exceptions to this policy.

POLICY STATEMENT
**WORKSTATION CONFIGURATION &
BRING YOUR OWN DEVICE (BYOD)**

EFFECTIVE DATE
5/1/2017

UPDATED
1/1/2022



Company computer workstations are configured to provide for maximum protection from hackers and other internet threats. Employees and licensees must not bypass or attempt to modify any settings on these devices including but not limited to anti-virus software, firewall, and other network settings. If a computer is not working correctly, notify the Broker or Admin Assistant.

Employees and licensees may use personal devices when conducting the company's business provided that any device being used complies with the following:

- Device log-in is password protected.
- Uses an encrypted (SSL or TLS) connection or similar protection.
- Utilizes a personal fire-wall or similar protection.
- Anti-virus software installed and updated or similar protection.
- Auto-lock feature is enabled.
- Remote data-wipe is enabled.
- Encrypts data on the device.

Policy Compliance

The company will verify compliance to this policy through various methods, including but not limited to review of client communications, audit of computers and mobile devices, and periodic drills including social engineering.

An employee or Licensee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. There are no exceptions to this policy.