



FDPI EXAMINATION MISCONDUCT AND CONFIDENTIALITY POLICY

To maintain the integrity of the FDPI examinations, each Candidate and Member (each, an “Individual”) shall fully comply with this Examination Misconduct and Confidentiality Policy.

Each Individual shall not, directly or indirectly:

- Misrepresent such Individual’s identity to FDPI—its directors, officers, employees, representatives, or agents.
- Take part in an act of impersonation or any other form of cheating.
- Receive or make any unauthorized communication during any exam.
- Bring unauthorized materials (e.g., unapproved calculators, books, papers of any kind, or other aids) into any testing room, including a physical test center or the space an online proctored exam.
- Use any unauthorized materials (electronic or otherwise) during any exam.
- Use a recording or transmission device (sound, image, or other) during any exam.
- Use a cellular (mobile) phone, a laptop, a small computer, a PDA, a camera, a USB storage device, or any other device that transmits, stores, or can transmit or store information *during any Prometric test center-based exam*.
- Use a cellular (mobile) phone, a laptop, a small computer, a PDA, a camera, a USB storage device, or any other for the purpose of transmitting, or storing information for the purpose of future transmission *during online proctored exam*.
- Remove or attempt to remove examination content from the test room, including a physical test center location or the space for an online proctored exam, by any means whatsoever, including but not limited to memorization, note-taking, digital capture, or electronic transmission.
- Reproduce, transmit, or otherwise disclose any examination content to any third party.
- Create a disturbance at the test center before, during, or after the exam.
- Engage in any other conduct that could be considered by FDPI, in its sole discretion, to compromise or attempt to compromise the reputation, integrity, validity, or security of the FDP Exams or the FDPI.

Each Individual shall, as applicable:

- Comply with FDPI policies regarding exam procedures, including but not limited to the FDPI Examinations Identification Policy, FDPI Calculator Policy, FDPI Examinations Personal Belongings Policy, and Prometric test center and Prometric Remote Proctor Testing policies.
- Report any suspicious activity relating to any exam or exam questions or other potential violations of this Examination Misconduct and Confidentiality Policy by emailing misconduct@fdpinstitute.org. The names of individuals reporting such information will be kept confidential.
- Immediately notify FDPI if the Individual obtains access, either intentionally or accidentally, to any examination questions outside of any exam.

In addition to the confidentiality obligations set forth in this Manual, at each exam appointment, each Individual will be required to agree to a Nondisclosure Agreement (NDA) before he or she is able to begin the exam. An Individual will only be permitted to access the exam after agreeing to the NDA. If an Individual does not agree to the NDA, his or her exam appointment will be terminated and he or she will not be eligible for a refund. If you would like to review a copy of this NDA in advance of the exam



appointment, a copy is annexed to this Manual as Appendix A and also can be found in Appendix C of the FDP Candidate Handbook, which may be accessed, downloaded and printed from the FDPI website.

Confidentiality of Examination Questions. FDPI’s examination questions are owned by FDPI, and any unauthorized dissemination of the questions, in whole or in part, is an infringement of FDPI’s intellectual property rights. *FDPI does not make any examination questions public nor has FDPI authorized the publication or dissemination of any examination questions.* FDPI considers all past, present, in-development, or future examination questions to be FDPI’s confidential information and trade secrets (collectively, the “Protected Information”), and FDPI is only disclosing the Protected Information to the Individual for the purpose of completing each exam.

Each Individual shall not, directly or indirectly, ask for, receive, use, publish, disseminate, or otherwise disclose any Protected Information at any time before, during, or after the exam. This includes but is not limited to discussing or disclosing any Protected Information verbally, in writing, or via e-mail, chat room or closed group, message board, social or professional networking service, or any other forum. Each Individual will promptly notify FDPI of any attempt by a third party to compel the Individual to disclose Protected Information.

The Individual’s obligation to maintain the confidentiality of the Protected Information shall survive until such Protected Information is no longer considered a trade secret by FDPI. Each Individual recognizes the irreparable injury that might result to the business of FDPI if the Individual should breach this Examination Misconduct and Confidentiality Policy. Each Individual further recognizes that monetary damages will be inadequate for such Individual’s breach of this policy. In addition to any legal remedies FDPI may have, FDPI shall be entitled to injunctive relief and such other equitable remedies as a court of competent jurisdiction may deem appropriate, without the requirement to post any bond in connection therewith.

Ownership and Use of Exam-Related Materials. FDPI is the copyright owner of FDP core curriculum materials, FDP Study Guides (including learning outcome statements) and FDP Practice Questions and Sample Exam (collectively, the “Exam-Related Materials”). Upon registration for FDP Examination, Candidates have a revocable, non-exclusive, non-transferrable license to use these Exam-Related Materials for their own examination preparation only. Candidates may not copy, alter, distribute, display, perform, share, email, or post these Exam-Related Materials without prior written permission from FDPI. Violators may be subject to legal and/or disciplinary action.