

# FDPI Candidate Policy Manual

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### **FDP Candidate Policy Manual**

This FDP Candidate Policy Manual describes a number of policies that have been adopted by the Financial Data Professional Institute("FDPI") and apply to all individuals that have registered to take any exam offered by FDPI ("you" or the "Candidate").

FDPI reserves the right to add to, modify or otherwise amend this Manual and the policies contained herein at any time, and from time to time. It is the responsibility of each Candidate to periodically access the FDPI website (FDPinstitute.org), or otherwise obtain copies of such documents (by emailing candidate@FDPinstitute.org and requesting copies of the same). Further, FDPI may discontinue or change any of its programs at any time, including but not limited to any program entrance requirements, exam content, exam passing score, and/or testing policies.

#### I. FDPI EXAMINATION MISCONDUCT AND CONFIDENTIALITY POLICY

To maintain the integrity of the FDPI examinations, each Candidate (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 for 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.

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### Each Individual shall, as applicable:

- Comply with FDPI policies regarding exam procedures, including but not limited to the FDPI
  Exam Identification Policy, FDPI Calculator Policy, FDPI Examination 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 <u>misconduct@fdpinstitute.org</u>. 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 they are 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, their exam appointment will be terminated, and they 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 <u>Appendix A</u> and also can be found in Appendix C of the <u>FDP Candidate Handbook</u>, 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, indevelopment, 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 an 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

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Sample Exam (collectively, the "Exam-Related Materials"). Upon registration for the 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.

#### II. EXAMINATION IDENTIFICATION POLICY

You will **not** be allowed to check in or take your scheduled exam without presenting **two** valid forms of identification which meet the policy requirements stated below. If you are refused admission to the exam, for any reason, you will receive no test results, credit, or refund of any kind.

Any exceptions to the ID policy must be preapproved by FDPI at least five (5) business days before the scheduled exam appointment. Failure by test administrators to detect an invalid ID does not imply that the ID is valid or that your results will ultimately be reported.

### **Test Center Exam ID Policy:**

You must bring two (2) valid forms of identification (ID) to the test center. During check-in, you will be asked to present a primary, government-issued ID and a secondary form of ID.

- **Both** IDs must be valid, current (not expired), original documents (not copies) that contain your **first name**, **last name and signature**.
  - o Copies, including digital copies, of identification will **not** be accepted.
  - Any government-issued ID that does not contain a visible signature or that has an embedded signature must be supplemented with an original, unexpired ID that has at least a matching name and signature.
  - Expired IDs accompanied by valid, original copies of renewal papers will <u>not</u> be accepted.
- Your **first and last name** on **both** forms of identification must EXACTLY match the legal first name and last name fields in your fdpinstitute.org account profile.
  - Middle names are **not** considered when matching IDs.
  - Hyphens and diacritical marks (e.g., à, ü, é, ç) are not considered when matching
     IDs.
  - Suffixes (e.g., Sr., Jr., III) are not considered when matching IDs.
- Primary identification (you must present one [1]):
  - Acceptable forms of identification include:
    - o Driver's license
    - State ID card
    - Passport
    - Military ID (Acceptable without signature, see additional requirements)
    - o Other government issued ID
    - o National ID card
    - o EU ID card

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- Must be government-issued by the country in which you are testing OR must be a
  passport from your country of citizenship.
- Must contain your first name, last name, a recognizable photograph of yourself, and a signature.
- o FDPI's preferred primary form of identification is a valid passport or driver's license.
- Additional requirements: Any government-issued ID that does not contain a visible signature or that has an embedded signature must be supplemented with an original, unexpired ID that has at least a matching name and signature. This would be in addition to the secondary identification required below.
- Secondary identification (you must present one [1]):
  - Acceptable forms of identification include:
    - o Driver's license
    - o State ID card
    - Passport
    - o Military ID
    - o Other government issued ID
    - National ID card
    - o EU ID card
    - o Credit Card
  - Must be valid, unexpired ID including name and a signature that may or may not be photo bearing.
  - o Must be an original document. Copies of identification are unacceptable.
  - Your first and last name must EXACTLY match the legal first name and last name fields in your fdpinstitute.org account profile.
  - Acceptable forms of identification include driver's license, state ID card, passport, military ID, other government issued ID, national ID card, EU ID card.

#### **Online Proctored Exam:**

<u>You must present two (2) valid forms of identification during check-in for your exam.</u> During check-in, you will be asked to present a primary, government-issued ID **and** a secondary form of ID.

- **Both** IDs must be valid, current (not expired), original documents (not copies) that contain your **first name, last name and signature.** 
  - o Copies, including digital copies, of identification will not be accepted.
  - Any government-issued ID that does not contain a visible signature or that has an embedded signature must be supplemented with an original, unexpired ID that has at least a matching name and signature.
  - Expired IDs accompanied by valid, original copies of renewal papers will be accepted.
- Your **first and last name** on **both** forms of identification must EXACTLY match the legal first name and last name fields in your fdpinstitute.org account profile.

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- Middle names are **not** considered when matching IDs.
- Hyphens and diacritical marks (e.g., à, ü, é, ç) are not considered when matching IDs.
- Suffixes (e.g., Sr., Jr., III) are not considered when matching IDs.

### Primary identification (you must present one [1]):

- o Acceptable forms of identification include:
  - o Driver's license
  - o State ID card
  - Passport
  - Military ID (Acceptable without signature, see additional requirements)
  - o Other government issued ID
  - o National ID card
  - o EU ID card
- Must be an original document. Copies of identification are unacceptable.
- Must be government-issued by the country in which you are testing OR must be a
  passport from your country of citizenship.
- Must contain your first name, last name, a recognizable photograph of yourself, and a signature.
- o FDPI's preferred primary form of identification is a valid passport or driver's license.
- Additional requirements: Any government-issued ID that does not contain a visible signature or that has an embedded signature must be supplemented with an original, unexpired ID that has at least a matching name and signature. This would be in addition to the secondary identification required below.

### • Secondary identification (you must present one [1]):

- Acceptable forms of identification include:
  - o Driver's license
  - o State ID card
  - Passport
  - Military ID (Acceptable without signature, see additional requirements)
  - Other government issued ID
  - National ID card
  - o EU ID card
- Must be valid, unexpired ID including name and a signature that may or may not be photo bearing.
- Must be an original document. Copies of identification are unacceptable.
- Your first and last name must EXACTLY match the legal first name and last name fields in your fdpinstitute.org account profile.

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#### III. ONLINE PROCTORED EXAM CAUSES OF UNSUCCESSFUL EXAM EXPERIENCE AND DELIVERY

When you selected the online proctored exam by submitting the Remote Proctor Testing application, you attested to having reviewed the system requirements and your system's ability to meet them. The FDPI has also informed you that the use of the physical calculator is prohibited and that a scientific calculator is available in the testing software. The FDPI has informed you of the tutorial and free DEMO exam to familiarize yourself with the remotely proctored testing software by Prometric called ProProctor© and the ProProctor© security procedures. The FDPI is not responsible for an unsuccessful exam experience due to either inadequate system capabilities or lack of familiarity with the aforementioned features. The FDPI will not issue any refunds for an unsuccessful exam delivery due to your device not meeting the system requirements or your inability to navigate the Prometric Remote Proctored exam, including use of the digital scientific calculator.

There are two main reasons your online proctored exam could be unsuccessfully delivered:

Your exam cannot be launched—if technical problems with your computer or internet connection prevent the exam from launching correctly.

• You are responsible for running the system test prior to making your online exam appointment through Prometric. Should you not run the test or proceed with the online appointment although your system test was unsuccessful, you may not be able to complete your exam. The FDPI is not responsible for your inability to complete your exam successfully due to your system not meeting technical requirements. The FDPI will not issue any refunds for unsuccessful exam delivery due to your insufficient system capabilities.

If your setup does not pass the system test, it is your responsibility to schedule your exam at a testing center instead.

During an examination, the following behavior may result in a revoked exam by the Remote Proctor Testing (remote online) proctor. Please refrain from these behaviors to ensure a successful exam experience.

- You must stay within webcam view.
- You cannot get up and walk around.
- No one can enter your testing environment.
- You cannot leave your testing environment until the scheduled break.
- You must be clothed (no hats or hoodies).
- You may have water in a clear container during testing; however, eating, smoking, and chewing gum are prohibited.
- You may not wear headphones, earbuds or a wireless headset. Wired headset with microphone is permitted.

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- You may not have prohibited items where you can see them or reach for them while sitting in front of your computer. This includes watches, phones, and other prohibited items as described in this document.
- You cannot have in the room or attempt to use study guides, reference materials or other materials during the exam.

#### IV. EXAMINATION CALCULATOR POLICY

The use of a physical calculator is strictly prohibited. A scientific calculator is provided in the testing software.

#### V. EXAMINATION PERSONAL BELONGINGS POLICY

### **Prometric Test Center Exams:**

Candidates will be required to leave personal belongings outside the testing room, and you are strongly encouraged to leave personal belongings at home or in your car. As a courtesy, a small secure locker will be provided inside the test center to store your personal belongings. Storage space is limited, and you should plan accordingly. You will not have access to these items during the exam—only during the optional scheduled break and at the conclusion of the exam.

You will be provided with the key to your locker, and you are permitted to bring that key into the testing room with you. If you are found with items not permitted in the testing room, the items will be confiscated, and a report will be sent to the FDP Institute. Neither FDPI nor the test center or test administrators will assume responsibility or liability for stolen, lost, or damaged personal property in the test center.

Items permitted in the testing room are limited to the following:

- Your identification
- Your test center locker key
- Approved face mask (candidates may bring their own face mask subject to inspection)

Items NOT permitted in the testing room, include but are not limited to the following:

- Calculators
- Rulers, pencils, and pens other than the marker provided by test center personnel\*
- Headsets, earbuds, earphones, and headphones other than those provided by test center personnel
- Cellular (mobile) phones, pagers, and personal data assistants (PDAs)
- Contact lens solution, lip balm, and earplugs other than those provided by test center personnel
- Watches, clocks, and stopwatches
- Wearable technology, including fitness tracking devices and smart watches
- Any electronic, photographic, videographic, transmitting, or remote communication devices or potential aids
- Computers, tablets, and USB storage devices
- Books, dictionaries, translators, and thesauri (paper or electronic)

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- Notes, either electronic or on paper
- Blank sheets of paper
- Food, drink (including water), and tobacco
- Coats and jackets
- Ties, scarves, hats, and hair bands
- Baggage of any kind, including but not limited to handbags, backpacks, briefcases, carrying cases, passport covers, pencil cases, luggage
- Weapons of any kind

Religious/cultural items or apparel and items required for medical purposes must be visually inspected by the test administrator before being allowed into the testing room.

#### **Online Test Exams:**

Items permitted in the testing room are limited to the following:

- Your identification
- A clear container with water
- Four clear sheets of paper
- One pen or pencil. Mechanical pencil permitted but subject to additional inspection.
- Two tissues

Items NOT permitted in the testing room, include but are not limited to the following:

- Calculators
- Rulers, pencils, pens, or marker (other than the one pen or pencil mentioned above)
- You may not wear headphones, earbuds, or a wireless headset. Wired headset with microphone is permitted.
- Cellular (mobile) phones, pagers, and personal data assistants (PDAs)
- Contact lens solution, lip balm, and earplugs.
- Watches, clocks, and stopwatches
- Wearable technology, including fitness tracking devices and smart watches
- Any electronic, photographic, videographic, transmitting, or remote communication devices or potential aids
- Computers, tablets, and USB storage devices
- Books, dictionaries, translators, and thesauri (paper or electronic)
- Notes, either electronic or on paper
- Blank sheets of paper (other than the ones mentioned above)
- Food, drinks, and tobacco (other than the clear container with water as mentioned above)
- Coats and jackets
- Ties, scarves, hats, and hair bands
- Baggage of any kind, including but not limited to handbags, backpacks, briefcases, carrying cases, passport covers, pencil cases, luggage
- Weapons of any kind

Religious/cultural items or apparel and items required for medical purposes must be visually inspected by the online testing proctor before being allowed into the testing room.

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If, during a visual inspection upon check-in and upon return from any breaks, you are found to be in possession of any technology or devices capable of recording audio video, photo, or any other data, you will not be permitted to test and/or your exam will be stopped and voided. Your registration fee will not be returned to you.

#### VI. TESTING ACCOMMODATION AND GRIEVANCE POLICY

The FDP Institute also does not discriminate based on disability and is committed to providing reasonable accommodations to individuals with physical or mental impairments, in compliance with the law.

This Testing Accommodation and Grievance Policy outlines how to request reasonable accommodation(s). Our Request for Reasonable Testing Accommodation(s) form can be obtained upon request from the FDP Institute, 11 Amity Street, Amherst, MA 01002, USA, or via email <a href="mailto:accommodations@FDPinstitute.org">accommodations@FDPinstitute.org</a>. To ensure sufficient time for this interactive process, please submit request(s) for accommodations at least six (6) weeks before the first day of the testing window for the exam you wish to take.

The purpose of testing accommodation is to provide Candidates with full access to the examination. However, testing accommodations are not a guarantee of improved performance or test completion. The FDP Institute provides reasonable and appropriate test accommodations to individuals with documented disabilities who demonstrate a need for testing accommodations.

Testing accommodations may include things such as:

- A separate testing room
- Extra testing time
- A reader or recorder

Testing accommodations are individualized and considered on a case-by-case basis. Consequently, no single type of testing accommodation (e.g. extra time) would necessarily be appropriate for all individuals with disabilities. Simply demonstrating that an individual meets diagnostic criterion for a particular disorder does not mean that the person is automatically entitled to testing accommodations. We grant testing accommodations to Candidates whose physical or mental impairment substantially limits their ability to sit for the exam, as compared to the general population.

#### 1. Statement of Non-Discrimination and Accommodation

- a. The Financial Data Professional Institute ("FDPI") does not discriminate based on disability.
- b. Individuals with disabilities are entitled to a reasonable accommodation to ensure that they have full and equal access to the educational resources of FDPI, consistent with the Americans with Disabilities Act (42 U.S.C. § 12182) ("ADA"), its related statutes and regulations, as well as corresponding state law.
- c. The ADA prohibits a place of public accommodation from discriminating based on disability. The applicable law and regulations may be examined in the office of the ADA Compliance Team, who has been designated to coordinate the efforts to comply with the ADA.

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ADA Compliance Team: FDP Institute, 11 Amity Street, Amherst, MA 01020, USA, email: <a href="mailto:accommodations@fdpinstitute.org">accommodations@fdpinstitute.org</a>.

### 2. Requests for Accommodation

- a. Individuals with disabilities wishing to request reasonable accommodation must contact the ADA Compliance Team at least six (6) weeks before the first day of the testing window for the exam for which they are registered. A disclosure of a disability or a request for accommodation made to an FDPI staff member other than the ADA Compliance Team will not be treated as a request for accommodation.
- b. The ADA Compliance Team will provide a requesting individual with a **Request for Reasonable Testing Accommodation(s) form**.
- c. Individuals requesting reasonable accommodations may be asked to provide medical documentation substantiating their physical and/or mental impairment(s) and/or the need for the requested accommodation(s), including but not limited to when the limitation or impairment is not readily apparent and/or a requested accommodation does not clearly relate to the impairment(s). Such documentation should specify that the requesting individual has a physical or mental impairment and how that impairment substantially limits one or more major life activities. In general, the supporting documentation must be dated less than three years from the date the individual requests reasonable accommodation, and must be completed by a qualified profession in the area of the individual's disability, as enumerated below:

Disability	Qualified Professional
Physical disability	MD, DO
Visual impairment	MD, ophthalmologist, optometrist
Mobility, orthopedic impairment	MD, DO
Hearing impairment	MD, Audiologist (Au.D)
	*audiology exam should not be more than a year old
Speech and language impairment	Licensed speech professional
Learning disability	PhD Psychologist, college learning disability specialist,
	other appropriate professional
Acquired brain impairment	MD neurologist, neuropsychologist
Psychological disability	Psychiatrist, PhD Psychologist, LMFT or LCSW
ADD/ADHD	Psychiatrist; PhD Psychologist, LMFT or LCSW
Other disabilities	MD who practices or specializes within the field of the
	disability.

Documentation used to evaluate the need and reasonableness of potential accommodations may include a licensed professional's current medical diagnosis and date of diagnosis, evaluation of how the individual's disability affects one or more of the major life activities and recommendations, psychological and/or emotional diagnostic tests, functional effects or limitations of the disability, and/or medications and recommendations to ameliorate the effects or limitations. FDPI may request additional documentation as needed.

d. After the ADA Compliance Team receives the Request for Reasonable Testing Accommodation(s) form and the required documentation, the Team will engage the requesting individual in an interactive process to determine what accommodations may be reasonable.

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- e. If the requesting individual is denied a requested accommodation, they may file a grievance using the Grievance Process below and/or they may file a complaint with the U.S. Department of Education's Office for Civil Rights or a similar state entity.
- f. FDPI will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. The ADA Compliance Team will be responsible for such arrangements.

#### 3. Grievance Process

- a. FDPI has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the ADA.
- b. Any person who believes they have been subjected to discrimination based on disability, including disagreements regarding requested accommodations, may file a grievance pursuant to the procedure outlined below. FDPI will not retaliate against anyone who files a grievance in good faith or cooperates in the investigation of a grievance.

#### c. Procedure

- i. An individual must submit their grievances to the ADA Compliance Team, FDP Institute, 11 Amity Street, Amherst, MA 01020, USA, email: <a href="mailto:accommodations@FDPinstitute.org">accommodations@FDPinstitute.org</a> within thirty (30) days of learning of the alleged discriminatory action.
- ii. Grievances should be memorialized in a written complaint. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought. The complaint must also state the name and address of the person filing it.
- iii. The ADA Compliance Team (or her/his trained designee) shall investigate the complaint and afford all interested persons an opportunity to submit relevant evidence. The individual filing the complaint may also present witnesses relative to the complaint. The ADA Compliance Team will maintain the files and records relating to such grievances.
- iv. All reasonable efforts will be made to provide a written determination to the individual filing the complaint within 30 days after its filing. If a written determination cannot be made within 30 days of the complaint's filing, the ADA Compliance Team will advise the individual filing the complaint and provide an update as to the status of the investigation. The individual filing the complaint may also contact the ADA Compliance Team to inquire as to the status of the investigation at reasonable intervals.
- v. The individual filing the complaint may appeal the decision of the ADA Compliance Team by writing to Ruth Carolan, Chief Operations Officer, CAIA Association, USA, telephone: +1 413-253-7373, email: accommodations@caia.org, within 15 days of receiving the ADA Compliance Team's decision. The Chief Operations Officer shall issue a written decision in response to the appeal no later than 30 days after its filing.
- vi. The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the U.S. Department of Education's Office for Civil Rights and/or a similar state agency. **FDPI will take all steps to prevent**

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recurrence of any harassment or other discrimination and to correct discriminatory effects where appropriate.

#### vii. COVID-19 POLICY

The FDP Institute (FDPI) contracts with Prometric for the administration of our exams at testing centers owned and/or operated by Prometric. Prometric will modify exam day procedures to increase safety measures due to the global COVID-19 pandemic as needed. View the Prometric general <a href="COVID exam day procedures">COVID exam day procedures</a>, which may vary slightly due to local requirements.

In addition to any requirements and restrictions imposed by Prometric, FDPI, as a U.S. headquartered company, generally will follow the then-applicable recommendations of the U.S. Centers for Disease Control when it comes to COVID-19 protocols. Learn more here.

However, please be aware that the country or local jurisdiction where you are scheduled to take your exam may have different or additional requirements with respect to COVID-19, including requirements regarding quarantine and mask-wearing. In those instances, FDPI will follow the requirements of that jurisdiction. If you have any questions regarding these requirements, please contact us.

If you are unable to report for an exam as a result of the above guidance, contact us for more information.

The FDP Institute has no control over the administration of our exams or the operation of the testing centers and accepts no liability relating thereto. Any questions or concerns you have regarding the facility at which your test is administered or the health and safety procedures that have been enacted should be directed to Prometric.

#### VII. OTHER APPLICABLE POLICIES

Exam Day Disruptions or Exam Compromise. It is the priority of FDPI to protect the safety of Candidates and the integrity of the FDP Examinations. FDPI and its test center provider and online proctor take steps that are intended to ensure a safe, standardized administration of FDP exams at each Candidate's exam appointment. However, events such as fire, flood, earthquake, storm, outbreak of disease, or other natural disasters; social uprisings; or acts of military, political, or government authorities (or even the threat of such an event) could interfere with a test center's or Remote Proctor Testing's (online proctored) ability to deliver exams. If the normal testing process is cancelled, interrupted, delayed, mistimed, or otherwise disrupted, or if exam content is compromised, FDPI may change the date, time, or location of affected Candidates' exam appointments or cancel the administration of the exam for all or a portion of the exam administration window. In that case, FDPI will determine whether an alteration of the exam or other corrective action, such as cancelling results, is warranted. No remedy will be offered to affected Candidates if they caused or were involved in the conduct that resulted in the need

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for corrective action. This paragraph contains the sole and exclusive remedies available to any Candidate affected by disruptions in testing or a potential exam compromise.

<u>Administrative Errors.</u> FDPI endeavors at all times to properly process, prepare, handle, and score all exams properly. In the unlikely event an error occurs in the processing, preparation, handling, or scoring of your exam, FDPI will, if possible, correct it. In cases where any part of the testing service is not delivered or completed, FDPI, in its sole discretion, may permit a Candidate to receive a partial or full refund of testing fees.

Candidates with questions about the scoring of their exams can request a score review after receiving their Candidate Performance Report. In a score review, the Candidate's exam score will be manually retabulated. The Candidate's responses will **not** be re-graded. The fee for the score review option is US\$100. Requests for a score review must be submitted to <a href="mailto:candidate@FDPinstitute.org">candidate@FDPinstitute.org</a> within 30 days of receiving the Candidate Performance Report. If the score review indicates that the Candidate's reported score was incorrect, the Candidate's score will be corrected, and the Candidate will receive a refund of the score review fee. Please note that all exam materials, including exam questions, Candidate responses, and Candidate scores are the property of FDPI and will not be released.

The remedies described above are the exclusive remedies available to Candidates for errors in the processing, preparation, handling, or scoring of exams.

<u>OFAC Regulations.</u> As a U.S. corporation, FDPI must abide by the regulations of the U.S. Department of the Treasury Office of Foreign Asset Control ("OFAC"). OFAC regulations prohibit us from doing business with persons ordinarily resident in certain countries, as well as persons/entities on the Specially Designated Nationals ("SDN") List. By registering for the exam, you attest that these restrictions do not apply to you or your employer. If you attempt to register for an exam despite U.S. sanctions that prohibit FDPI from doing business with you, we are legally required to cancel your registration and you will not receive a refund. See the OFAC website for details and updates on current sanctions programs.

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#### APPENDIX A – NONDISCLOSURE AGREEMENT AND GENERAL TERM OF USE

Below is the Nondisclosure Agreement to which FDP Candidates must agree at the test center before they will be allowed to begin an exam.

# NONDISCLOSURE AGREEMENT AND GENERAL TERM OF USE FOR EXAMS DEVELOPED FOR THE FINANCIAL DATA PROFESSIONAL INSTITUTE.

Before you begin the FDP exam, you must respond to the following. Electronic confirmation of your agreement is required. If you do not agree to this statement in the specified limit of five minutes, you will not be permitted to take the test, and you will forfeit your exam registration fee.

As a Candidate in the FDP Charter program, I am obligated to follow the testing policies as outlined by the FDP Institute. I understand that I must not engage in any conduct that compromises the reputation or integrity of the FDP Institute or the integrity, validity, security of the FDP exam.

Specifically, I affirm that I have previously agreed to the following:

- a. Prior to this exam, I have not given or received information regarding the content of this exam.
- During this exam, I will not give or receive any information regarding the content of this exam.
- c. After this exam, I will not disclose any portion of this exam and will not remove any exam materials from the testing room in original or copied form. I understand that all exam materials, including my answers, are the property of the FDP Institute and will not be returned to me in any form.
- d. I will follow all rules and policies of the FDP Institute as stated in the as stated in the FDP Candidate and Charterholder Agreement. Violation of any rules of the FDP program will result in the FDP Institute voiding my exam results and may lead to suspension or termination of my candidacy in the FDP program.

Please choose one of the following:

- Y. Yes, I have read and agree to the terms of the above statement
- N. No, I do not agree