



CANDIDATE AND CHARTER HOLDER AGREEMENT

The individual identified as completing this Candidate and Charter holder Agreement (the “Individual”) wishes to take advantage of certain opportunities and other benefits offered by the Financial Data Professional Institute (“FDPI”). FDPI is willing to grant such opportunities and other benefits to the Individual, subject to the Individual’s acceptance of the following terms and conditions (collectively, the “Terms”). The Individual’s acceptance of the Terms shall create a binding agreement between FDPI and the Individual (the “Agreement”).

UPON REGISTRATION FOR THE FDP EXAMINATION, THE INDIVIDUAL IS UNCONDITIONALLY CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. THE INDIVIDUAL’S ACCESS OR USE OF ANY MATERIALS SUPPLIED BY FDPI, TAKING ANY EXAM OFFERED BY FDPI OR OTHERWISE TAKING ADVANTAGE OF ANY OPPORTUNITIES OR BENEFITS PROVIDED BY FDPI (COLLECTIVELY, FDPI BENEFITS”) ALSO SHALL CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE INDIVIDUAL WILL NOT BE AFFORDED ACCESS TO ANY FDPI BENEFITS. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

In furtherance of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Individual represents, warrants and covenants that:

(1) If the Individual is a Candidate to take an exam offered by FDPI, the Individual has received, read, fully understands, and agrees to comply at all times with the rules and regulations set forth in FDPI’s “Candidate Policy Manual,” a copy of which may be accessed, downloaded and printed from the following link: <https://fdpinstitute.org/policies>

(2) If the Individual is a Charter holder of FDPI, the Individual has received, read, fully understands, and agrees to comply at all times with the rules and regulations set forth in FDPI’s “Charter holder Policy Manual,” a copy of which may be accessed, downloaded and printed from the following link <https://fdpinstitute.org/policies>. If the Individual is not currently a Charter holder of FDPI, the Individual agrees that the Charter holder Policy Manual will become binding upon the Individual if and when he or she becomes a Charter holder, and further agrees to thereafter comply at all times with the rules and regulations set forth in such Charter holder Policy Manual.

(3) The Individual has received, read, fully understands, and agrees to comply at all times with the rules and regulations set forth in the following policies, which apply to both Candidates and Charter holders:

(a) *When applicable* the Fee Schedule, a copy of which may be accessed, downloaded and printed from the following link: <https://fdpinstitute.org/policies>

(b) The Code of Ethics, a copy of which may be accessed, downloaded and printed from the following link: <https://fdpinstitute.org/policies>



(c) The Privacy Policy, a copy of which may be accessed, downloaded and printed from the following link: <https://fdpinstitute.org/policies>

(d) The Intellectual Property Policy, a copy of which may be accessed, downloaded and printed from the following link: <https://fdpinstitute.org/policies>

e) The Discipline Procedure, a copy of which may be accessed, downloaded and printed from the following link: <https://fdpinstitute.org/policies>

The Individual acknowledges and agrees that the provisions of the Candidate Policy Manual, the Charter holder Policy Manual, and the policies listed in paragraphs (3)(a) – (e) above may be modified by FDPI from time to time in its sole discretion and without notice. Such policies, as they may be modified from time to time, are hereby incorporated by reference into these Terms and deemed to be a part of this Agreement as if they were fully reproduced herein. The Individual further acknowledges that the Individual is solely responsible for periodically accessing the FDPI website (www.fdpinstitute.org), or otherwise obtaining copies of such documents (such as by emailing candidate@fdpinstitute.org or Charterholder@fdpinstitute.org and requesting copies of the same), to ensure the Individual's continued compliance with such provisions as they may be so modified.

If the individual is physically unable to accept the Terms by completing the registration process for any reason, the Individual may direct a third party to complete that process on the Individual's behalf, provided, however, that the decision to accept the Terms shall be that of the Individual and further provided that FDPI has no obligation or responsibility to confirm that the Individual authorized a third party to complete the registration process on the Individual's behalf.

FDPI may, in its sole discretion but subject to the terms of any relevant FDPI policy, terminate any FDPI Benefits granted to the Individual pursuant to this Agreement or otherwise upon any breach or violation by the Individual of these Terms, including without limitation any provisions of the Candidate Policy Manual and/or the Charter holder Policy Manual. The failure of FDPI to act with respect to a breach of this Agreement by the Individual does not constitute a waiver and shall not limit FDPI's rights with respect to such breach or any subsequent breaches.

The Individual agrees that FDPI shall have no liability whatsoever for any use the Individual makes of any FDPI Benefits. The Individual shall indemnify and hold harmless FDPI from any claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from the Individual's use of any FDPI Benefits as well as from the Individual's failure to comply with any term of this Agreement.



COVID-19 POLICY

The novel coronavirus, or COVID-19, is an extremely contagious disease that can lead to severe illness and death. Hundreds of thousands of people across the world have been infected with COVID-19 and many have died. The long-term health effects of a COVID-19 infection are not yet known. There is no known vaccine or cure for COVID-19. Like some other viruses, COVID-19 appears to be transmitted between people by physical contact or even close proximity. Prolonged exposure to an individual infected with COVID-19 in an enclosed setting is likely to significantly increase the chances of contracting the disease and may cause a resulting case of COVID-19 to be more severe. As a result, sitting for an exam with others is an unusually dangerous activity.

By coming to a testing facility and sitting for an exam, you voluntarily assume all risks related to exposure to COVID-19.

No Candidate may come to a testing facility or sit for an exam if they have tested positive for or had a suspected, diagnosed, or confirmed active infection with any communicable disease, including COVID-19, in the last 14 days.

In addition, no Candidate may come to a testing facility or sit for an exam if they had any of the following symptoms in the past 72 hours:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The FDP Institute contracts with Prometric for the administration of our exams at testing centers owned and/or operated by Prometric. We have been assured by Prometric that they are enacting enhanced health and safety measures to respond to the Covid-19 pandemic. The FDP Institute has no control over the administration of these 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.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL FDPI BE LIABLE TO THE INDIVIDUAL OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOSS OF

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GOODWILL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

This Agreement is governed by and to be construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions thereof or of any other jurisdiction. Any action or proceeding seeking to enforce any provision or based on any right arising out of this Agreement may be brought in the courts of the Commonwealth of Massachusetts or in the United States District Court for the District of Massachusetts, if such United States District Court has or can acquire jurisdiction, and each of the parties consents to the jurisdiction of such courts and of the appropriate appellate courts in any such action or proceeding and waive any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The Individual waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. Nothing in this provision shall affect the right of any party to serve legal process in any other manner permitted by law or at equity.

This Agreement is personal to the Individual and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law) without FDPI's consent and any action or conduct in violation of the foregoing shall be void and without effect. FDPI expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

These Terms are intended by the parties to be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may be amended only by a modification to the Candidate Policy Manual and/or the Charter holder Policy Manual by FDPI, or otherwise by a writing executed by both parties.

The invalidity or unenforceability of any of these Terms, including those documents incorporated herein by reference, shall not affect the validity or enforceability of any other Terms hereof, which shall remain in full force and effect.

By payment of the registration and examination fee, I am accepting and agreeing to the above terms. If I do not accept, I understand that I will not be able to proceed with registration.