



# FDP Charterholder Policy Manual

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This FDP Member Policy Manual describes a number of policies that have been adopted by the Financial Data Professional Institute (“FDPI”) and apply to all Charterholders of FDPI (“you” or the “Charterholder”).

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 Member to periodically access the FDPI website ([fdpinstitute.org](http://fdpinstitute.org)), or otherwise obtain copies of such documents (such as by emailing Charterholder [charterholder@fdpinstitute.org](mailto:charterholder@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 membership requirements.

### I. FDPI MEMBERSHIP REQUIREMENTS

FDPI has three classes of engagement: Affiliate, Charter holder and Retired. In addition to any obligations relating to membership set forth in other FDPI policies, each Charterholder must meet the following minimum requirements:

1. The Affiliate level of engagement are individuals who have taken and passed the FDP exam.
2. Those at the Affiliate level may request to become a Charterholder if the Affiliated Member either (a) has obtained a bachelor’s degree (or the equivalent) and has one (1) year of professional experience in the field of alternative investment analysis or other regulatory, banking, financial, or related field, or (b) has four (4) years of professional experience in the field of alternative investment analysis or other regulatory, banking, financial, or related field. The Charterholder must provide a signed Code of Ethics and provide at least two professional references.
3. Charterholders who are not currently fully employed may request a change in status to become a Retired Charterholder, indicating the reason that the Charterholder is no longer fully employed (e.g., retired, unemployed, enrolled as a full-time student, or, exclusively with prior authorization from FDP, for some other extenuating circumstance) (the “Qualifying Reason”). If the Qualifying Reason is no longer applicable to a Retired Charterholder, then the Retired Charterholder will promptly notify FDPI of the change in status and will become a Charterholder immediately upon FDPI’s receipt of such notice.

In order to take advantage of the opportunities and benefits offered by FDPI, an individual (the “Individual”) must meet certain education and professional experience requirements as set forth below:

1. If the Individual is seeking the Affiliate level, the Individual
  - (a) has passed the FDP exam, and
  - (b) does not meet the requirements (below) associated with membership as a Full Member.
2. If the Individual is seeking to become a Charterholder, the Individual
  - (a) has passed FDPI exam;
  - (b) has the required experience:

- (i) holds a bachelor's degree (or the equivalent) and has one (1) year of professional experience in the field of alternative investment analysis or other regulatory, banking, financial, or related field, **OR**
  - (ii) has four (4) years of professional experience in the field of alternative investment analysis or other regulatory, banking, financial, or related field, **OR**
  - (iii) is a CFA charterholder in good standing;
  - (c) provides the name and e-mail of two (2) persons as professional references;
  - (d) agrees to abide by the FDP Candidate and Charterholder Agreement, including restricting use of the FDP designation to Charterholder and Retired Charterholders whose membership is in good standing; and
  - (e) there is no FDP Charterholder fee at this time
3. If the Individual is seeking membership as a Retired Charterholder, the Individual
- (a) has previously maintained the level of Charterholder,
  - (b) is not currently engaged in professional activities that allow for maintenance of Charterholder in FDPI, and
  - (c) agrees to transition to Charterholder of FDPI upon conclusion of the Individual's status as a full-time student or retired professional or upon resolution of extenuating circumstances.

## II. FDPI Volunteer Policy

From time to time, an individual (the "Volunteer") may assist FDPI and its local membership on a volunteer part-time basis by, inter alia, hosting, supporting, or participating in functions, gatherings, promotions, or other events or programs in support of FDPI (collectively, the "Volunteer Services," provided, however, that a Volunteer's attendance at or participation in any presentation or conference sponsored by FDPI shall not be considered to constitute "Volunteer Services"). The relationship between the Volunteer and FDPI shall be governed by the following terms and conditions (the "Terms"):

1. Prior to performing volunteer services, all Volunteers must sign a Volunteer Agreement which acknowledges that volunteer services are made without the contemplation of pay, and are entirely voluntary, with no coercion by FDPI, no promise of advancement, and no penalty for not volunteering.
2. FDPI shall have, retain, or be transferred exclusive ownership of all intellectual property rights in any inventions or improvements, materials, methods, designs, formulas, and other proprietary information developed by FDPI or by or with the Volunteer solely in the course of providing any Volunteer Services (collectively, "Developments"). FDPI shall have exclusive ownership and licensing rights with respect to any Developments.
3. Nothing in these Terms shall give the Volunteer any right, title, or interest in or to FDPI's trademarks or service marks (collectively, the "FDPI<sup>TM</sup> or <sup>SM</sup> Marks") other than as expressly set forth herein. The Volunteer shall not, with respect to the FDPI<sup>SM</sup> Marks, (a) claim adversely to FDPI, (b)

assist any third party in attempting to claim adversely to FDPI, (c) challenge the title thereof, (d) oppose any registration thereof, or (e) challenge the validity of these Terms or any license granted herein. The Volunteer shall not register, or attempt to register, any trade name or trademark that, in whole or in part, incorporates or is confusingly similar to the FDPI<sup>TM</sup> or <sup>SM</sup> Marks.

4. The Volunteer shall not disclose to others, or use other than for any purposes specifically permitted under these Terms, either during or after the provision by the Volunteer of any Volunteer Services, any designs, formulas, pricing, customer list, or other information provided by FDPI to the Volunteer without FDPI's prior written permission.
5. The Volunteer shall comply with any policies or procedures regarding conduct that is required to ensure that any claim made by FDPI pursuant to its insurance policies is valid.
6. Without prejudice to other rights or remedies of the Volunteer, FDPI shall indemnify the Volunteer against any losses, liabilities, costs (including reasonable legal costs), expenses, claims, actions, or causes of action asserted against the Volunteer (collectively, "Losses") relating to the Volunteer Services, except FDPI shall not indemnify the Volunteer for fraudulent, criminal, self-dealing, or other willful, intentional, or grossly negligent acts or omissions. The Volunteer shall provide FDPI with notice immediately upon, and no later than 10 days after, the occurrence of any act or omission that may result in any Losses or upon learning of any action, proceeding, claim, or demand against the Volunteer or FDPI relating to the Volunteer Services. (Any such notice shall be in writing and shall be delivered in hand or by overnight delivery services to FDPI at 100 University Drive, Amherst, MA 01002. Any such notice shall be effective upon delivery for notices delivered by hand and upon signing at delivery for overnight delivery service. Any such notice may be delivered by facsimile or e-mail, provided, however, that such notices shall not be effective unless and until FDPI confirms receipt thereof to the Volunteer).
7. Nothing contained in these Terms shall be deemed to make the relationship between the Volunteer and FDPI (the "Relationship") anything other than that of independent contracting parties. The Relationship is not and shall not be deemed to be any other type of relationship, including, without limitation, that of joint ventures, partners, principal and agent, or employer and employee. The Volunteer has no right or authority, nor shall it acquire any right or authority under these Terms or otherwise, to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of any other party or to bind any other party in any manner whatsoever.

### **III. Other Applicable Policies**

Antitrust Policy. As a general rule, antitrust laws prohibit competitors, customers, and suppliers from restricting trade or seeking to create or maintain a monopoly on a certain market. In order to take advantage of the opportunities and benefits offered by FDPI, each Member agrees not to engage in any behavior that violates antitrust laws.

OFAC Regulations. 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 membership, you attest that these restrictions do not apply to you or your employer. If you attempt to register for membership despite U.S. sanctions that prohibit FDPI from doing business with you, we are legally required to cancel your membership and you will not receive a refund. See the [OFAC website](#) for details and updates on current sanctions programs.