



VOLUNTEER AGREEMENT

This FDP Institute Volunteer Agreement (this “Agreement”) memorializes your willingness to participate on a volunteer basis as a Financial Data Professional Institute (“FDPI”) Volunteer and describes the terms and conditions under which FDPI is willing to grant such opportunities to you (referred to in this Agreement as “you” or the “Volunteer”). Your signature on this agreement shall create a binding contract between FDPI and you.

1. Volunteer

1.1 Subject to the terms of this Agreement and the Policies (as defined below), you shall act as a volunteer for FDPI. You acknowledge that this is a volunteer position and that you will receive no compensation or employee benefits whatsoever for your service as a Volunteer.

1.2 Good Standing. To be eligible to serve as a Volunteer, one must be an FDP Charterholder in good standing.

1.3 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. Volunteers will not receive any compensation or benefits for their service as such.

1.4 The Volunteer must carry out all of their activities for or that relate to FDPI in strict accordance with all applicable laws and regulations. Without limiting the foregoing, as organizers and attendees of FDPI activities, please be mindful of constraints of anti-trust laws and GDPR directive. FDPI activities are conducted for educational and networking purposes, to provide a forum for the open discussion and free exchange of ideas on the designated topics. Volunteers and event attendees do not participate in activities to discuss or reach agreements that could have anti-competitive effects.

1.5 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.

1.6 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’s services to or on behalf of FDPI, except FDPI shall not indemnify the Volunteer for fraudulent, criminal, self-dealing, or other willful, intentional, or 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 services. (Any such notice shall be in writing and shall be delivered in hand or by overnight delivery services to FDP Institute’s Legal Department at 11 Amity St, 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).

2. Confidentiality



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2.1 Except as expressly permitted below, you will not, without the express written consent of FDPI, directly or indirectly, communicate or divulge, or use for your own benefit or the benefit of any other person or entity, any trade secrets, proprietary data, Charterholder contact details or other information relating to the business or operations of FDPI not generally known by others which are communicated to or otherwise learned of or acquired by you in the course of your relationship with FDPI pursuant to this Agreement or otherwise while serving as a Volunteer. You further agree to take such security measures with respect to all such confidential information known or acquired by you as may be reasonably necessary to protect and preserve the confidentiality thereof.

2.2 Notwithstanding the foregoing, you may disclose such trade secrets, proprietary data and confidential information only to the extent that disclosure is reasonably required by a court or other governmental agency or pursuant to applicable law, provided you promptly notify FDPI and cooperate fully with FDPI in obtaining any available protective order or the equivalent prior to the disclosure of such information.

2.3 All tangible materials, including, but not in any way limited to, books, records, drawings, member files or data, correspondence, documents, contracts, messages, memoranda, notes, invoices and receipts (and all copies and reproductions thereof), in your possession or control which in any way relate or pertain to FDPI's business, whether furnished to you by FDPI or prepared, compiled or acquired by you while serving as a Volunteer, shall be the sole property of FDPI, and you agree to destroy or transfer all such materials to FDPI at any time upon request of FDPI, and in any event promptly upon termination of this Agreement.

2.4 Nothing in these Terms shall give the Volunteer any right, title, or interest in or to the FDPI's trademarks or service marks (collectively, the "FDPSM Marks") other than as expressly set forth herein. The Volunteer shall not, with respect to the FDPSM 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 FDPSM Marks. The FDPI logo will be used only after receiving prior written approval from FDPI. Any marketing materials with the FDPI logo must be reviewed and approved by FDPI.

3. The FDPI Privacy Policy

The FDPI Privacy Policy ("Privacy Policy") applies to the information collected on the www.fdpinstitute.org website (the "Website") operated by the Financial Data Professional Institute. FDPI is committed to providing the premier charter for data science for finance professionals. This commitment means that our business will continue to evolve as we strive to offer improved services and features through our Website. Because of this, from time to time our policies will be reviewed and may be revised. FDPI reserves the right to change the Privacy Policy at any time and notify you by posting an updated version of the Privacy Policy on the Website. It is your responsibility to periodically check this page so that you are aware of what information we collect, how we use it, and under what circumstances we might disclose it. The amended Privacy Policy will apply between us whether or not we have given you specific notice of any change. Please visit fdpinstitute.org to view the rest of the privacy policy.

4. Equitable Remedies

The Volunteer acknowledges the irreparable injury which might result to FDPI if a breach of this agreement should occur and agrees that, in addition to any other legal remedies that FDPI may have, FDPI



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shall be entitled to injunctive relief and such other equitable remedies as a court of competent jurisdiction may deem appropriate, without any obligation to post any bond.

5. Prior Obligations

You hereby represent and warrant to FDPI that your execution of this Agreement and service as a Volunteer does not and will not violate the terms or conditions of any other agreement or understanding by which you are bound or subject. You further agree that you will not disclose to or use on behalf of FDPI any confidential or proprietary information belonging to any third party, unless written authorization from such third party is first obtained.

6. Governing Law Venue

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the parties submit to the exclusive jurisdiction of the United States District Court located in Springfield, Massachusetts and/or the Massachusetts Superior Court and District Court located in Springfield, Massachusetts in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in such courts.

7. Termination

This Agreement will terminate after two years term, and it may be renewed upon request. Upon any such termination, Section 2 (Confidentiality) shall survive and remain in full force and effect in accordance with its terms.

Agreement And Signature

I, (Insert Name) _____, agree to volunteer my time for a term of two (2) years, to serve the FDP Institute to the best of my ability and in compliance with the FDP Institute Volunteer Agreement. I understand that if I should be selected and unable to fulfill my responsibilities, I may be removed from the Volunteer Committee group. I understand that this is a volunteer position for which I will not be compensated.

Agreed and Accepted by Volunteer:

Name (please print):

Title:

Charterholder ID:

Date:

Signature:



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To be completed by FDP Institute:

Name (please print):

Title:

Date:

Signature: