



## CANDIDATE AND CHARTERHOLDER AGREEMENT

The individual identified as completing this Candidate and Charterholder 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 Charterholder 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 “Charterholder 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 Charterholder of FDPI, the Individual agrees that the Charterholder Policy Manual will become binding upon the Individual if and when they become a Charterholder, and further agrees to thereafter comply at all times with the rules and regulations set forth in such Charterholder 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 Charterholders:

(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>



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(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 Charterholder 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](http://www.fdpinstitute.org)), or otherwise obtaining copies of such documents (such as by emailing [candidate@fdpinstitute.org](mailto:candidate@fdpinstitute.org) or [charterholder@fdpinstitute.org](mailto: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 Charterholder 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.

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 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



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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 Charterholder 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.