

PATHWAY TO CFP® CERTIFICATION AGREEMENT (“Agreement”)

As an individual who has begun the pathway to CFP® certification, or as an individual who CFP Board previously certified and who is seeking reinstatement of certification, and in consideration of Certified Financial Planner Board of Standards, Inc. (“CFP Board”) engaging with me on my pathway towards CFP® certification or considering my petition for reinstatement, I understand that I am legally committing to CFP Board to the terms set forth below:

1. **Certification Criteria.** I understand that I will not be certified or reinstated as a CFP® professional until I have satisfied CFP Board’s certification requirements (including relating to education, examination, experience, and ethics) then in effect, and CFP Board’s other criteria for certification. I understand that CFP Board may change the certification requirements and other criteria for certification or reinstatement, as applicable, or any aspect of them, at any time.

2. **Compliance with Standards and Policies.** I have read and understand CFP Board’s (a) CFP® Certification requirements, (b) CFP® Exam Candidate Handbook, (c) *Fitness Standards for Candidates and Professionals Eligible for Reinstatement (Fitness Standards)*, (d) *Procedural Rules*, (e) the testing policies set forth in the CFP® Exam Candidate Handbook, which include the (i) Retake Policy, (ii) Testing Center Regulations, (iii) Remote Testing Policy, and (iv) Calculator Policy (collectively the “Exam Policies”), and (v) Privacy Policy (collectively “CFP Board’s Standards and Policies”). I accept, agree to comply with, and agree to be bound by, CFP Board’s Current Standards and Policies, as they presently exist and as CFP Board modifies them from time to time, each of which is incorporated into and made a part of this Agreement by reference.

3. **Representations.** I will act with integrity in all communications with CFP Board. All statements and representations made by me, or on my behalf, in any communication with CFP Board, including in connection with the initial certification requirements and concerning my education, experience, and conduct, shall be truthful, accurate, and complete.

4. **Authorization to Review Background.** I agree to cooperate with CFP Board to enable CFP Board to obtain the documents and information that CFP Board needs to assess my candidacy for CFP® certification, including concerning my education, experience, and conduct. I authorize CFP Board and its agents and representatives to obtain information and documents from third parties, and to review my background, which may include (a) the review of databases containing civil and criminal records of any or all federal, state, and local government jurisdictions, (b) the review of databases containing records from any federal, state, local, or foreign governmental agency, self-regulatory organization, or other regulatory authority, (c) the review of other public records, (d) the review of arbitration records, and (d) interviews of third parties concerning any matter relating to my application for certification, including my background, civil and criminal record, regulatory history, and integrity and fitness to use the Certification Marks (as defined below). I agree that CFP Board may collect certain information about me and that CFP Board uses, shares, and protects information in accordance with CFP Board’s Privacy Policy, *Procedural Rules*, and this Agreement. In connection with the authorization provided in this paragraph, I hereby waive and relinquish any rights that I may have to keep such information confidential from CFP Board and its agents and representatives under any state or federal constitution, statute, regulation, or other law.

5. **Examination Pledge.** Before taking the CFP® certification examination (“Exam”), I will execute a CFP® Certification Examination Pledge in which I agree, among other things, to refrain from engaging in Exam Misconduct (defined below). I understand that I must meet the eligibility requirements to sit for the Exam, provide full payment of the Exam registration fees, present the required documentation and identification, and follow any other applicable Exam requirements set out in the Exam Policies in order to take the Exam.

6. **Ownership and Disclosure of Exam Material.** The contents of the Exam are the exclusive property of CFP

Board and are protected by trade secret, contract, copyright, and other laws and this Agreement. CFP Board owns the Exam questions and answers, my responses to the Exam questions, and my notes during the Exam (collectively “Exam Materials”). I hereby assign to CFP Board all rights I may have to any portion of the Exam Materials. I may not access my Exam Materials once they are collected at the testing center. I will not copy or reproduce the Exam Materials, in part or in whole, by any means whatsoever, including memorization, note-taking, or electronic transmission, unless previously authorized in writing by CFP Board’s Chief Operating Officer. This prohibition includes reproduction orally, in writing, in any Internet “chat room or closed group,” message board, forum, or otherwise. I understand that my unauthorized disclosure of Exam Materials may result in legal and/or disciplinary action against me.

7. **Exam Day Disruptions or Exam Compromise.** CFP Board requires its testing vendor to take steps to ensure a safe, standardized administration on Exam day. However, events such as fire, flood, earthquake, storm, outbreak of disease, or other natural disasters, technical difficulties, or acts of military, political, or government authorities (or even the threat of such an event) could interfere with the Exam. If the normal testing process is cancelled, interrupted, delayed, mistimed, or otherwise disrupted, or if Exam content is compromised as a result of a disruptive event, CFP Board may change the date, time, location, or conditions of the Exam or cancel the administration of the Exam altogether. In that case, CFP Board will determine whether an alteration of the Exam or other corrective action, such as cancelling results, is warranted. CFP Board also reserves the right to refuse to seat a candidate where it receives information tending to show that the candidate may be disruptive at a testing center or before, during, or immediately after the test administration. If CFP Board determines that a corrective action is necessary, CFP Board may offer affected candidates a retest or alternative test date at no additional fee (on a regularly scheduled test date or another date selected by CFP Board within the next twelve (12) months) or a refund of the Exam fee. CFP Board will offer no remedy to affected candidates if they caused or were involved in the conduct that resulted in the need for corrective action. If a candidate accepts the offer of a retest or alternative test date, the candidate will be required to take the entire Exam in order to produce a valid result. CFP Board will make all decisions regarding the administration of the Exam and any corrective action in its sole discretion. I understand that this paragraph contains the sole and exclusive remedies available to me for any Exam day disruptions in testing or a potential Exam compromise.

8. **Exam Misconduct.** I will not engage in Exam Misconduct. In the event of actual or potential Exam Misconduct, CFP Board has the right to terminate my Exam, not score my Exam, or void or withhold my Exam result. Exam Misconduct is any activity or conduct that violates the Exam Policies or otherwise compromises or attempts to compromise the reputation, integrity, validity, or security of the Exam. Exam Misconduct includes conduct occurring during registration for the exam, as well as conduct occurring before, during, and after the administration of the Exam; and includes, but is not limited to:

- a. Engaging in Exam day disruptions or Exam compromise;
- b. Creating a disturbance during the Exam;
- c. Giving or receiving assistance on the Exam, including attempting to communicate with fellow candidates or other persons, and using books, papers, or other study aids during the Exam;
- d. Opening, working on, or reading the Exam during a time not authorized by the testing personnel;
- e. Removing Exam Materials or notes from the testing room;
- f. Taking part in an act of impersonation or other forms of cheating or misrepresentation;
- g. Failing to follow the directions of testing personnel before, during, or after the Exam;
- h. Using unapproved calculators, mobile phones, cameras, headsets, computers, tablets, wearable technology such as fitness tracking devices, smart watches, or any other remote communication or photographic devices, during the Exam;
- i. Writing on any paper or other surface before or after the Exam;
- j. Asking for, receiving, or using unauthorized Exam questions or Exam prep materials that violate CFP Board’s copyright when preparing for the Exam;
- k. Disclosing Exam Material;
- l. Failing to comply with CFP Board’s Standards and Policies;
- m. When taking a remote proctoring Exam, changing location while testing, turning off lighting or audio, or speaking to or receiving aid from other individuals.
- n. Engaging in any other conduct that could be considered by CFP Board, in its sole discretion, to compromise or attempt to compromise the reputation, integrity, validity, or security of the Exam or CFP Board;
- o. Altering Exam results issued by CFP Board and/or misrepresenting pass/fail results;
- p. Altering any documentation issued to me by CFP Board or its testing partner in connection with admission to the Exam;

- q. Falsifying or misrepresenting information in connection with Exam registration, requests for accommodation, scholarships, Exam conduct, Exam-related investigations, or any other communications with CFP Board in connection with the Exam or other initial certification requirements;
- r. Disclosing, publishing, reproducing, or transmitting the contents of the Exam, in whole or in part, in any manner or by any means, for any purpose;
- s. Retaining the Exam questions or disclosing the Exam questions in whole or in part to any other person or entity;
- t. Using any prohibited aids in connection with the Exam;
- u. Attempting to give or receive assistance, or otherwise communicating in any form with another person or entity about the Exam during the Exam administration; and
- v. Failing to cooperate with any CFP Board investigation.

9. **Representation as Candidate for CFP® Certification.** I may publicly represent that I am a Candidate for CFP® certification only if CFP Board has determined that I have completed a CFP Board registered education program. I will not represent that I am a Candidate for CFP® certification if (a) more than five years have passed since I completed a CFP Board registered education program, (b) I have become a CFP® professional, or (c) CFP Board has determined in its sole discretion that I am not permitted to represent myself as a Candidate for CFP® certification.

10. **Compliance with Code of Ethics and Standards of Conduct.** I have read, and I understand, CFP Board's *Code of Ethics and Standards of Conduct*, which is incorporated into and made a part of this Agreement. If I publicly represent that I am a Candidate for CFP® certification, then I will comply with, will be bound by, and will be subject to discipline for violating, CFP Board's *Code of Ethics and Standards of Conduct*, as it presently exists and as CFP Board modifies it from time to time.

11. **Investigations.** I agree that CFP Board may investigate any matter involving a violation or possible violation of any term of this Agreement. As part of the investigation, CFP Board may contact any person or entity it believes may be able to provide relevant information, documents, and/or assistance in the investigation.

12. **Petition for Fitness.** I may file a Petition for Fitness in accordance with the *Fitness Standards* and *Procedural Rules*. If CFP Board denies my Petition for Fitness, then CFP Board has the authority to impose discipline on me in the form of a sanction, in accordance with this Agreement, the *Fitness Standards*, and the *Procedural Rules*. A sanction includes a Temporary or Permanent Bar on my ability to apply for or obtain certification. I understand, accept, and agree that if CFP Board imposes a sanction upon me, then CFP Board shall have the right to publish the sanction in accordance with the Discipline section of this Agreement and the *Procedural Rules*.

13. **Disciplinary Proceedings.** I agree that CFP Board may institute and prosecute a proceeding against me for any alleged violation of this Agreement pursuant to CFP Board's *Procedural Rules*.

14. **Cooperation.** I will fully cooperate with CFP Board with respect to any potential ground for imposition of discipline, including but not limited to any investigation or proceeding initiated by CFP Board pursuant to CFP Board's *Procedural Rules*.



15. **Discipline.** I understand and agree that:

- a. CFP Board has the authority to impose discipline on me in the form of a sanction, in accordance with this Agreement and the *Procedural Rules*, based upon acts or omissions that CFP Board determines, in its sole discretion, constitute grounds for sanction. CFP Board may impose discipline for violations of this Agreement and in accordance with an Order issued pursuant to the *Fitness Standards*.
- b. CFP Board may impose a form of private sanction or public sanction against me. If CFP Board issues an order imposing a form of public sanction against me, including a Public Censure, Public Notice, Temporary Bar, Administrative Temporary Bar, Permanent Bar, or Administrative Permanent Bar, then CFP Board shall have the right to publish the order, and/or a summary of the contents of the order, in a press release, on CFP Board's website, and any other form of public disclosure that CFP Board determines is appropriate. In the publication, CFP Board will have the right to identify me, the grounds for sanction, and the form of sanction, and provide some or all of the facts, as CFP Board has determined them to be, that CFP Board has determined are relevant to the sanction, including information that otherwise may be private or confidential under CFP Board's Standards and Policies.
- c. In addition to the sanctions set forth in the *Procedural Rules*, CFP Board's authority to sanction me includes the

authority to (1) void or withhold my Exam result, (2) temporarily or permanently bar me from taking the Exam in the future and becoming a CFP® professional, and (3) take other action against me, including actions that may result in professional discipline, civil liability and damages, and/or criminal penalties.

- d. CFP Board has the authority to require that I pay the fees, costs, or other amounts associated with any Complaint brought, or any discipline imposed, against me pursuant to this Agreement or the *Procedural Rules*.

16. **Retention of Jurisdiction.** Notwithstanding the expiration or termination of this Agreement, I shall continue to be subject to any form of sanction applicable and available under this Agreement, for any conduct that occurred during the term of this Agreement, for five years after the expiration or termination of this Agreement. I agree to comply with, and be bound by, CFP Board's *Procedural Rules*, as it presently exists and as CFP Board modifies it from time to time, until the later of five years after the expiration or termination of this Agreement.

17. **Trademark.** Except as provided in paragraph 9 above, nothing in this Agreement authorizes me to use any CFP Board trademarks, service marks, or logos. I understand that I may not use those marks until I receive official notification of my certification or reinstatement, as applicable, and license from CFP Board and a misrepresentation or an omission of any material fact is cause for denial or revocation of any right I may have to use the Certification Marks. "Certification Marks" shall mean the certification marks owned by Certified Financial Planner Board of Standards Center for Financial Planning, Inc. ("CFP Board Center") and licensed to CFP Board in the United States, namely, CFP®, CERTIFIED FINANCIAL PLANNER™, , and . The term "Certification Marks" does not include any other trademark, service mark, logo, or trade name of CFP Board. I understand that my use of any of the Certification Marks prior to receiving official notification of my certification and license from CFP Board, and any other unauthorized use of the Certification Marks, constitutes infringement and a violation of this Agreement, and that CFP Board and CFP Board Center are entitled to pursue all legal and equitable remedies for such infringement and violation.

If I represent publicly that I am a Candidate for CFP® certification, then I shall comply with, and be bound by, paragraphs c (Restrictions on Use), e (Protection of the Certification Marks), f (Ownership; Goodwill), and h (Quality Control) of CFP Board's Terms and Conditions of Certification and Trademark License. I represent that CFP Board has provided me with access to and that I have read and understand CFP Board's Terms and Conditions of Certification and Trademark License.

18. **DISCLAIMER OF WARRANTY.** CFP BOARD DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, EMPLOYABILITY OR NON-INFRINGEMENT (EXCEPT TO THE EXTENT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID) WITH RESPECT TO ANY USE OF THE CERTIFICATION MARKS, OR OTHERWISE RELATING TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT, YOUR CANDIDACY FOR CERTIFICATION, OR YOUR CERTIFICATION, IF OBTAINED.

19. **Waiver and Release.** I hereby and forever waive and release CFP Board, CFP Board Center, and the directors, officers, employees, volunteers, representatives, agents, and others acting on behalf of or at the discretion of either (collectively, "Released Parties," and individually, a "Released Party") from any and all actions, claims, and demands, of any kind whatsoever, now existing or hereafter arising out of or relating to this Agreement (excluding an arbitration to challenge an Appeals Commission final order as provided in section 25 of this Agreement (collectively, "Released Claims"), except to the extent that the Released Claims are based upon the willful misconduct or gross negligence of the person or entity against whom it was raised. To the extent applicable, and particularly if I reside in California, I expressly waive any rights or benefits that California Civil Code section 1542 or any other laws, legal decisions and/or legal principles of similar effect might provide to me now or in the future, and agree that the releases provided above extend to all claims, current and future, known or unknown, suspected or unsuspected, subject to the representations and warranties provided by the parties herein. California Civil Code section 1542 (to the extent such section is applicable) reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I represent and certify that I have read the provisions of California Civil Code section 1542, and that either (1) the effect and import of those provisions have been explained to me by my own counsel, or (2) I have had an adequate opportunity

to have these provisions explained to me by my own counsel. I further acknowledge and agree that this waiver of rights under California Civil Code section 1542 has been separately bargained for and is an essential and material term of this Agreement, and, without such waiver, this Agreement would not have been entered into. I understand that the facts with respect to which this Agreement are given may hereafter prove to be different from the facts as I now know them or believe them to be, and I hereby accept and assume the risk thereof and agree that this Agreement shall be and shall remain, in all respects, effective and not subject to termination or rescission by reason of any such difference in facts. I understand and acknowledge the significance and consequence of such specific waiver of unknown claims and hereby assume full responsibility for any injuries, damages, losses or liabilities that I may hereinafter incur or discover from the waiver of these unknown claims.

20. **Indemnification.** I covenant and agree to defend, indemnify, and hold harmless CFP Board, CFP Board Center, and the directors, officers, employees, volunteers, representatives, agents, assigns, and others acting on the behalf of or at the discretion of either (collectively, "Indemnified Parties," and individually, "Indemnified Party") from any and all actions, claims, and demands, of any kind whatsoever, brought or threatened by any third parties or governmental entities ("Third-Party Claims"), and from any judgments, awards, damages, and costs and expenses (including reasonable fees of attorneys and other professionals), arising out of or relating to: (a) any actual or alleged misrepresentation or omission by me on the pathway to CFP® certification, including with respect to the initial certification requirements and my application for the Exam, (b) any actual or alleged breach by me of this Agreement, (c) any actual or alleged failure by me or my authorized agents to abide by CFP Board's Standards and Policies, (d) any actual or alleged failure by me or my authorized agents to comply with applicable laws, (e) any of my acts or omissions, including, without limitation, any services provided by me or those acting on my behalf or at my discretion, (f) any unauthorized representation, warranty, agreement or the like, express or implied, made or alleged to have been made by me or my authorized agents to or with any third party with respect to any acts or omissions, or (g) actual or alleged acts or omissions by me in connection with the use of my candidacy for Certification, the Certification Marks or the Services offered by me using the Certification Marks (collectively, "Indemnified Matters, and individually, an "Indemnified Matter"). I will promptly confirm in writing my intention to defend the Indemnified Party(ies) upon learning of any Third-Party Claim (including any such claim brought to my attention by CFP Board). Whether or not I confirm my intention to defend, I agree that each of the Indemnified Parties, at their sole discretion, shall have the right to retain counsel of their choice to represent them in the defense or settlement of any Indemnified Matter, without prejudice to my obligation to indemnify all resulting costs and expenses (including reasonable fees of attorneys and other professionals). I further agree that I may settle an Indemnified Matter only if that settlement (i) does not entail an admission on the part of an Indemnified Party that an Indemnified Party violated any law or infringed the rights of any person, (ii) has no effect on any other claims against an Indemnified Party, (iii) is paid for entirely by me, (iv) requires the third-party claimant to release the Indemnified Parties from all alleged liability, and (v) does not impose any obligation on an Indemnified Party except to the extent such Indemnified Party consents in writing to the imposition of any such obligation.

21. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL THE LIABILITY OF CFP BOARD OR ANY OF THE RELEASED PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL PUNITIVE, OR ANY OTHER KIND OF DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, LOSS OF BUSINESS, REVENUE, PROFITS OR OTHER ECONOMIC ADVANTAGE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND DEFAMATION), OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO (A) THIS AGREEMENT, MY APPLICATION FOR CFP® CERTIFICATION, OR THE EXAM, LOSS OF OR DAMAGE TO PERSONAL PROPERTY BROUGHT BY ME TO THE EXAM, EXAM MATERIALS, OR RESULTS OF MY EXAM, (B) MY USE OF, AND/OR INABILITY TO USE, ANY OF THE CERTIFICATION MARKS, (C) THE ENFORCEMENT OR APPLICATION OF CFP BOARD'S STANDARDS AND POLICIES, (D) CFP BOARD'S INVESTIGATION AND/OR SANCTION OF ME, IN ANY FORM, AND (E) CFP BOARD'S RELEASE OR DISCLOSURE OF ANY INFORMATION, WHETHER THE INFORMATION IS OR WAS CONFIDENTIAL, PRIVATE, OR OTHERWISE, EXCEED \$1,000, EXCLUDING ANY AMOUNTS AWARDED UNDER THE ATTORNEY'S FEES PROVISION SET FORTH IN PARAGRAPH 25. ANY LIABILITIES OF CFP BOARD OR THE RELEASED PARTIES SHALL BE LIMITED AND EXCLUDED AS SET FORTH IN THIS PARAGRAPH, EVEN IF CFP BOARD OR A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

22. **Governing Law and Jurisdiction.** This Agreement shall be deemed to have been entered into by both me and CFP Board in the District of Columbia. This Agreement and any Claim (as defined in paragraph 25 below) shall be governed by and construed and enforced in accordance with District of Columbia and controlling U.S. federal law. No

choice of law rules of any jurisdiction will apply.

23. **Relationship with CFP Board.** My relationship with CFP Board is that of an individual on the pathway to CFP® certification. I do not have a partnership, franchise, joint venture, or agency relationship with CFP Board. This Agreement does not create an employment relationship with CFP Board.

24. **Reservation of Rights.** In addition to any other rights and remedies provided by law or this Agreement, CFP Board hereby expressly reserves all of its rights and remedies arising out of a breach of this Agreement and/or any infringement of any of CFP Board's intellectual property rights.

25. **Mandatory Arbitration; Requirement to Exhaust Remedies; Waiver of Claims Brought More than Sixty Days After Final Decision of CFP Board's Appeals Commission; Waiver of Claims Brought Other Than in an Individual Capacity.** This mandatory arbitration provision is governed by the Federal Arbitration Act. Any action, claim, or demand (collectively "Claims," and individually a "Claim") arising out of or relating to this Agreement (including any exam misconduct or denial of a Petition for Fitness, and CFP Board's issuance of a sanction against me) or the breach thereof, or my relationship with CFP Board, or regarding the application, enforcement, or interpretation of this Agreement and this arbitration provision, shall be resolved by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this paragraph. All such Claims are subject to arbitration, no matter the legal theory on which they are based or the remedy (damages, injunctive, or declaratory relief) that is sought. This includes without limitation any Claim based on contract, tort (including intentional tort), fraud, agency, negligence, common law (including common law due process), statutory or regulatory provisions, or any other sources of law, and any Claim made independently of or with other Claims. No Claim permitted under this Agreement (including any Claim for breach of common law due process) arising out of or relating to any proceeding conducted pursuant to the *Procedural Rules*, Administrative Order issued by CFP Board Counsel ("Administrative Order"), or Order issued by CFP Board's Disciplinary and Ethics Commission ("DEC Order") may be brought unless the *Procedural Rules* expressly authorize me to file an appeal, and I have exhausted my remedies under the *Procedural Rules* by appealing the Administrative Order or DEC Order to, and obtaining a final decision from, CFP Board's Appeals Commission. I further agree that if I do not timely appeal any Administrative Order or DEC Order to CFP Board's Appeals Commission, then any such Administrative Order or DEC Order shall be final and I will not be permitted to challenge that Administrative Order or DEC Order or assert any Claim arising from or related to such Administrative Order or DEC Order in any forum, whether arbitration or otherwise. I may bring a Claim permitted under this Agreement only in my individual capacity. I cannot bring a Claim (whether as a plaintiff or class member) in any purported class action, private attorney general, or other representative action. The arbitrators will not award relief for or against anyone who is not a party. I understand and agree that no demand for arbitration arising from any proceeding conducted pursuant to the *Procedural Rules*, Administrative Order, DEC Order, or order of CFP Board's Appeals Commission can be filed more than sixty (60) days after the issuance and service upon me of a final decision of CFP Board's Appeals Commission ("Appeals Commission Final Order"), and that if I fail to timely file an arbitration demand, then any such Appeals Commission Final Order shall be final and binding on me, and that I cannot challenge that Appeals Commission Final Order or assert any Claim arising from that Appeals Commission Final Order. Upon the timely and proper filing of a demand for arbitration, the Appeals Commission Final Order is stayed pending the arbitration award or other final decision in the arbitration. The arbitration shall be conducted by a panel of three arbitrators ("Arbitration Panel"), each of whom shall have at least five years of experience as a federal and/or state court judge. The place of arbitration shall be Washington, DC. The AAA shall send contemporaneously to each party an identical list of 15 names of persons chosen from the National Roster who satisfy the requirements of this paragraph. Each party shall strike no more than three of the names, number the remaining names in order of preference, and return the list to the AAA. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of three arbitrators to serve. If for any reason the appointments cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other members of the National Roster who have at least five years of experience as a federal and/or state court judge, without the submission of additional lists. The AAA shall determine who shall serve as Chair of the Arbitration Panel. Subject to the conditions set forth in this paragraph, the Chair of the Arbitration Panel, or if a party needs emergency relief prior to the appointment of the Chair of the Arbitration Panel, then a single emergency arbitrator designated by the AAA, shall have the exclusive power to adjudicate any request for injunctive relief or other interim measure. The arbitrators shall require the parties to exchange only the documents on which the parties rely in support of or in opposition to any claim, defense or counterclaim, and to identify, including by providing the name and, if known, address and telephone number, of each person the parties will call to testify at the hearing. Additional discovery may be had only where the arbitrators so order, upon a showing of substantial need. The arbitration award shall be made within nine months of the filing of the demand to arbitrate; however, the

parties may agree to extend this time limit. The arbitrators and the arbitration award shall comply with this Agreement, including the Choice of Law, Limitation of Liability, and Attorney's Fees provisions. The arbitrators are not authorized to award punitive or other damages not measured by the prevailing party's actual damages, or that otherwise conflict with this Agreement. Each party shall bear an equal share of the arbitrators' and AAA's administrative fees of arbitration. The arbitration award and any interim measure shall be final and binding on the parties and may be entered in any court of appropriate subject matter jurisdiction in the District of Columbia. If I publicly disclose facts relating to the arbitration, then CFP Board shall have the right to publicly disclose facts relating to the arbitration, including without limitation any information which otherwise may be private or confidential under CFP Board's Standards and Policies. In any event, CFP Board shall make a public report about the result of the arbitration that, without disclosing my identity, states who prevailed in the arbitration, and identifies the nature of the dispute including facts relating to the arbitration.

26. **Attorney's Fees.** In the event that I am the prevailing party in the arbitration of a Claim involving me as a party in opposition to either CFP Board or any of the Released Parties, the Arbitration Panel shall award me my actual attorney's fees and costs up to an amount that shall not exceed \$30,000, and CFP Board shall pay the full amount of the arbitrators' and AAA's administrative fees of arbitration.

27. **Miscellaneous**

a. **Integration.** This Agreement as it now exists or as it may be modified as permitted herein (including the documents incorporated herein by reference, as they now exist or as modified as permitted herein) constitutes the entire agreement between me and CFP Board and supersedes all prior or contemporaneous oral or written representations, discussions, or understandings, with respect to the subject matter hereof. I agree that CFP Board may modify this Agreement upon notice to me or by posting notice on the CFP Board website in accordance with paragraph 27.e., and I agree to be bound by any such modifications. No modifications by me to this Agreement shall be binding upon CFP Board unless agreed to in writing by CFP Board.

b. **Assignment.** I may not assign or transfer any of my rights or obligations under this Agreement. Any attempted assignment or delegation by me of this Agreement, or any of my rights or obligations hereunder, shall be null and void. CFP Board may assign this Agreement, in whole or in part, and any other of its rights herein, without prior notice to me and without restriction or obtaining my prior consent.

c. **Interpretation.** This Agreement shall be interpreted in such a manner as to aid in effectuating the purposes and business of CFP Board. Except for the Indemnified Parties and the Released Parties, to the limited extent of their rights as addressed above, there are no third-party beneficiaries of this Agreement. No third-party private right of action shall be permitted against CFP Board for acts or omissions taken by CFP Board in the furtherance of its purposes and business or in connection with this Agreement. Failure of CFP Board to insist on strict performance of the provisions contained herein shall not constitute a waiver of those provisions or of this Agreement and shall not prevent CFP Board from later enforcing its rights under this Agreement. For the purposes of this Agreement, (1) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires, (2) the word "including" and words of similar import when used shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified, and (3) the word "or" shall not be exclusive. The presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause shall not be applied to this Agreement.

d. **Primacy.** In the event of a conflict between or among this Agreement on the one hand, and CFP Board's Standards and Policies, Code of Ethics and Standards of Conduct, and Procedural Rules on the other hand, the provisions of this Agreement shall govern.

e. **Notices and Announcements.** Except as expressly provided otherwise herein, all notices to CFP Board must be in writing, delivered via overnight, courier, or certified mail, return receipt requested, and addressed to: Certified Financial Planner Board of Standards, Inc., Attention Legal Department, 1425 K Street N.W., Suite 800, Washington, D.C. 20005, or to such other address as CFP Board hereinafter provides to me in writing. I agree to provide CFP Board my current e-mail address, mailing address, and telephone number ("Contact Information"), and to notify CFP Board within thirty days of any changes to my Contact Information. All notices to me will be delivered to the mailing address or e-mail address that I have provided to CFP Board or that is associated with my name in CFP Board's account records; however, CFP Board may provide notice to me of modifications to this Agreement or CFP Board's Standards and Policies, Code of Ethics and Standards of Conduct, and Procedural Rules via newsletter or website announcements.

In addition, I authorize CFP Board to contact me via telephone, e-mail, or postal mail regarding information that CFP Board deems is of potential interest to me, unless I opt-out in accordance with the terms of CFP Board's Privacy Policy. Notices and announcements may include commercial e-mails, telephone solicitations, and other notices describing changes, new educational products, and services or other information.

f. **Choice of Law.** I agree and stipulate that this Agreement shall be deemed to have been entered into by both me and CFP Board in the District of Columbia. This Agreement and any Claim shall be governed by and construed and enforced in accordance with the laws of the District of Columbia and applicable U.S. federal law. No choice of law rules of any jurisdiction will apply.

g. **Forum; Waiver of Objections to Personal Jurisdiction and Venue; Waiver of Right to Jury Trial.** I will not bring any Claim except (a) in accordance with the Mandatory Arbitration provision set forth above, and (b) where permitted under this Agreement (including the Mandatory Arbitration Provision set forth above), in a court of appropriate subject matter jurisdiction in the District of Columbia. I expressly consent, and waive all objections, to personal jurisdiction and venue by and in the courts located in the District of Columbia. **I hereby voluntarily and intentionally waive any right that I may have to a trial by jury with respect to any proceeding, litigation, claim, or counterclaim based on, related to, or arising out of, or in connection with this Agreement.**

h. **Survival.** Upon expiration or termination of this Agreement, my obligations under paragraphs 3, 4, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 27 will remain in effect.

i. **Headings; Severability.** The headings of paragraphs herein are for convenience of reference only and are without substantive significance. In the event that any provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

I hereby affirm that I am over the age of eighteen and I have read, understand, accept, and agree to be bound by the terms of the above Pathway to CFP® Certification Agreement.