

Please note our new address, effective December 1, 2007:

1425 K Street, NW, Suite 500, Washington, DC 20005 P: 800-487-1497 F: 202-379-2299 E: cesponsor@CFPBoard.org W: www.CFP.net

Terms and Conditions of Continuing Education Sponsor Registration

Sponsor represents and warrants that Sponsor has read CFP Board's *CFP® Certification: Policies, Renewal Requirements and Continuing Education Standards* booklet and these Terms and Conditions of Continuing Education Sponsor Registration (Agreement), understands them, and agrees as a condition of sponsorship to abide by all requirements stated therein, as updated by CFP Board from time to time. Sponsor represents and warrants that all programs offered for CFP Board continuing education (CE) credit (Programs) are and will remain correct and current in content and format, and contribute to increasing the professional competency of CFP® certificants.

This Agreement and Sponsor's registration with CFP Board shall remain in effect for four years from the date submitted or signed by Sponsor. Sponsor has the option of renewing its registration at that time. If Sponsor fails to renew, Sponsor shall no longer be registered with CFP Board.

Program Topics: Programs submitted and maintained for CFP Board's acceptance may cover any topics included in the current *Topic List for CFP® Certification Examination* (see CFP Board's Web site at www.CFP.net/become/topiclist.asp), which CFP Board may amend from time to time.

Sponsor agrees not to submit to CFP Board Programs in any subject area other than those designated above. Programs developed to satisfy CFP Board's requirement that CFP® certificants complete courses that cover CFP Board's *Code of Ethics and Professional Responsibility* and/or *Financial Planning Practice Standards* (collectively referred to as CFP Board's Ethical Standards) as a condition of certification renewal. Programs covering CFP Board's Ethical Standards must be pre-approved and are subject to additional requirements as described in the Sub-Agreement.

Program Standards: Sponsor agrees, represents and warrants that its Program(s) meet, and will continue to meet, the following requirements:

- a) Programs contribute to increasing the professional competency of participants;
- b) Programs are developed by persons qualified in the subject matter;
- c) Program content is current, correct and presented in appropriate design and format;
- d) Programs are not specific to public accounting, computer hardware and software, marketing, practice management, sales or specific company or product presentations;
- e) Program titles accurately represent the course content and purpose; and
- f) Programs are reviewed by a qualified person, other than the preparer, to ensure compliance with the above standards.

Requirements for Live Presentations: For any Programs conducted live (including in a live classroom, seminar, teleconference, web cast, live audio or meeting), Sponsor agrees to comply with the following additional requirements:

- a) Attendance is required, and Sponsor will retain lists of CFP® professionals who attended.
- b) Programs will be presented for a minimum of one class hour (a minimum of 50 minutes shall constitute one class hour). For programs longer than one class hour, credit will be accepted in half-hour increments, with the number of credit hours rounded down to the nearest half hour.
- c) Programs will be conducted by an instructor or discussion leader qualified in the specific subject area(s).

Requirements for Self-study Programs: Self-study programs are courses completed outside a classroom environment. For any self-study Programs presented through printed material, audio and/or videocassettes, the Internet or any other electronic medium, Sponsor agrees to comply with the following additional requirements:

- a) Each Program will require evidence of satisfactory completion, including an examination scored by Sponsor. The examination will contain at least 10 questions per class hour (with the exception of exams for self-study Programs that cover CFP Board's Ethical Standards, which must include a minimum of 40 questions). The Program will be considered completed satisfactorily only if the certificant receives a score of 70% or higher on the examination (with the exception of Programs that cover CFP Board's Ethical Standards, which require a score of 80% or higher on the examination).
- b) Sponsor will assign class hours to programs based on average completion time (a minimum of 50 minutes of completion time shall constitute one class hour). Exam time may **not** be included in the average completion time.
- c) Sponsor will maintain records of the CFP® certificants' examination scores and make such records available to CFP Board upon request.

Electronic Reporting of Attendee Lists: Sponsor agrees to electronically report attendee lists to CFP Board (sent via e-mail to cereport@CFPBoard.org) within four weeks of a Program's completion.

Program Records: Sponsor agrees to maintain, at its address of record with CFP Board, records for a period of four years following the date each Program is presented. Such records will include:

- a) The date and location of the Program presentation(s).
- b) The name(s) of each instructor or discussion leader.
- c) The list of CFP® certificants attending each Program presentation.
- d) The outline of the Program presentation(s) and/or material(s).

Sponsor agrees that all records are subject to audit and review by CFP Board. Sponsor agrees to make these records available, as well as provide exact copies of all requested records, to CFP Board or its designee during regular business hours at its address of record with CFP Board for a period of four years following the date of presentation or Program offering. Sponsor agrees to notify CFP Board of the location of these records if they are removed from its address of record prior to expiration of the above four-year period. Sponsor agrees to cooperate fully with any CFP Board inquiry or audit regarding these records. Sponsor further agrees that if an inquiry or audit discloses any misrepresentation or omission of facts indicating any program(s) did not meet the standards as set forth herein, CFP Board may terminate future acceptance of such program(s) and/or terminate Sponsor's registration with CFP Board.

Program Acceptance and Advertising: In consideration for compliance with this Agreement, Sponsor understands that after acceptance by CFP Board of submitted Programs and receipt of appropriate fees, it may advise prospective attendees of the number of credit hours granted. Sponsor agrees that it will only provide such notification by indicating that Program has been "accepted by CFP Board" or that CE credit has been "granted by the CFP Board." Sponsor agrees not to, in any way, explicitly or implicitly, state or imply that CFP Board has accepted a Program or granted CE credit unless such Program has, in fact, been accepted by CFP Board. Sponsor agrees not to state or imply that CFP Board has made a determination on the merits or quality of the Program, including but not limited to that Sponsor or its Programs have been "accredited" or "approved" by CFP Board with the sole exception of Programs pre-approved by CFP Board under a Sub-Agreement for Programs on CFP Board's Ethical Standards.

CFP Board's Trademark Rights: Sponsor hereby agrees and acknowledges that CFP Board is the sole, absolute and exclusive owner of all rights, title, and interest in and to the marks CFP®, CERTIFIED FINANCIAL PLANNER™ and CFP (with flame design)® (Marks). Sponsor hereby acknowledges and agrees not to (i) challenge the validity of the Marks (or any other marks owned by CFP Board), (ii) adopt, use, or promote any mark that is confusingly similar to the Marks, (iii) challenge CFP Board as the sole, absolute, and exclusive owner of all right, title, and interest in and to the Marks, and the goodwill associated therewith, or (iv) take or encourage any action which would impair the rights of CFP Board in and to the Marks (or any other marks owned by CFP Board) or the goodwill associated therewith. Sponsor hereby agrees not to use the Marks, or any mark confusingly similar thereto, unless otherwise authorized to do so by CFP Board. Sponsor acknowledges and agrees that CFP Board shall have the sole right to file applications to register, and to obtain registration for, the Marks. Sponsor further agrees to cooperate fully with CFP Board in filing

such applications and obtaining such registrations, including providing CFP Board with specimens of use of the Marks and executing any documents requested by CFP Board. Sponsor agrees to cooperate with CFP Board in protecting, enforcing, and defending the Marks.

Restrictions. Without limiting the other terms set forth in this Agreement, unless otherwise approved by CFP Board in writing, Sponsor shall not, directly or indirectly: (i) use the Marks in conjunction with the provision of any financial services; (ii) use the Marks in conjunction with the sale of any tangible goods; (iii) use the Marks in conjunction with the provision of any services; (iv) certify individuals to use the Marks; (v) use the Marks in any way outside the United States; (vi) unless separately authorized by CFP Board, state or imply that CFP Board has made a determination on the merits or quality of any Program that is intended to meet its continuing education requirements; or (vii) use the Marks on any materials that have any logos, insignia, marks, trademarks, service marks or trade names of any financial service company or sponsor, unless otherwise authorized to do so by CFP Board.

Notification. Sponsor shall immediately notify CFP Board in writing of any infringements, imitations, claims, or other problems with respect to the Marks which may arise or otherwise come to Sponsor's attention. CFP Board shall have the sole right, but not the obligation, to take any action on account of any such infringement, imitation, claim, or problem. Sponsor will not institute any suit nor take any other action on account of such infringements, imitations, claims, or problems without the prior express written consent of CFP Board.

Fees: All fees are subject to change and are non-refundable.

- a) The sponsor registration fee is \$100.00 and must be paid online by credit card.
- b) Sponsor must renew its registration every four years; there is no fee for this renewal.
- c) There is a fee to register each program which must be paid online by credit card.
- d) Sponsor may choose to have its web site linked from CFP Board's Web site. The fee for this linking is \$50 annually and must be paid online by credit card.

Compliance, Maintenance and Review: Sponsor understands that CFP Board may conduct site visits or other reviews of its Programs. Upon CFP Board's request, Sponsor agrees to submit additional information to CFP Board as needed by CFP Board, in its sole discretion, to determine compliance with CFP Board's CE requirements. Sponsor agrees to submit written notification of any change(s) affecting this Agreement and subsequently submitted programs. Sponsor agrees and acknowledges that CFP Board may, upon determining in its sole discretion, that the Program does not comply with CFP Board standards, terminate this Agreement at any time and/or modify, suspend, or revoke the acceptance of the Program for CFP Board CE credit.

Indemnification: Sponsor hereby agrees to defend and indemnify CFP Board, its officers, agents, affiliates, and employees from any liability, including all claims, demands, losses or liabilities of any kind, that may arise as a result of its offering the Program(s) for CFP Board CE credit, or out of CFP Board's acceptance of such Program(s) for CFP Board CE credit.

Limitation of Liability: CFP BOARD IS NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ENHANCED DAMAGES ARISING OUT OF THE ACCEPTANCE USE OR INABILITY TO USE THE MARKS.

Termination by CFP Board. This Agreement may be terminated by CFP Board if CFP Board, in its sole discretion, determines that Sponsor at any time fails to comply with any provision of the Guidelines or this Agreement. CFP Board shall provide 30 days written notice to Sponsor, specifying the nature of the non-compliance. If within the 30-day period, Sponsor cures the non-compliance to the satisfaction of CFP Board, this Agreement shall not terminate. However, if Sponsor fails to correct the non-compliance to the satisfaction of CFP Board within the 30-day period, Sponsor shall be deemed in breach of this Agreement, and CFP Board may terminate this Agreement upon notice to Sponsor. In the event the Sponsor performs an egregious act which reflects unfavorably upon CFP Board, or jeopardizes the Marks, CFP Board shall have the right to terminate this Agreement immediately.

Upon termination of this Agreement for any reason: (i) all rights granted to Sponsor under this Agreement shall immediately cease; (ii) CFP Board shall remove Sponsor's name and/or Program from CFP Board's list of CE Sponsors upon the next version of any printed publication containing such list, and upon the next revision to any website bearing such list; (iii) Sponsor shall immediately destroy all materials bearing the Marks, and shall further cease and desist from any further use of the Marks or any further reference to them, either directly or indirectly; and (iv) Sponsor shall not use any of the Marks or any trademark or name confusingly similar thereto. Removal of Sponsor from such lists shall not limit any other action CFP Board may take with respect to misuse of the Marks, including the infringement of any CFP Board trademark.

The following sections will survive termination of this Agreement: Program Records, CFP Board's Trademark Rights, Indemnification, Limitation of Liability, Termination, and Miscellaneous Terms.

Termination by Sponsor. Sponsor may terminate this Agreement for any reason upon 30 days advance written notice to CFP Board.

Sale of Programs: If the Sponsor of a Program accepted pursuant to this Agreement sells or loans the Program to another organization (third party), the third party must be or become a CFP Board registered CE Sponsor by completing a Continuing Education Sponsor Agreement and submitting the required fees to CFP Board. The selling/loaning Sponsor must provide written notification to the third party that registration with CFP Board and adherence to its requirements is required prior to the presentation of materials. The selling/loaning Sponsor must also provide CFP Board with timely written notification of the transaction and the name, address and telephone number of the third party.

Miscellaneous Terms: Sponsor understands and agrees as follows:

- a) This Agreement is governed by and construed in accordance with the laws of the United States and the State of Colorado without reference to choice of law provisions.
- b) If any part of this Agreement is for any reason declared invalid, such decision will not affect the validity of any remaining portion, which will remain in full force and effect.
- c) This Agreement will be binding on Sponsor, its survivors and assignees. However, Sponsor understands that it may not assign its rights or delegate its duties under this Agreement without the express written consent of CFP Board. Sponsor understands and agrees that any attempted or purported transfer in violation of the foregoing shall be null and void and without effect.
- d) With the exception of any applicable sub-agreements hereto, as specified below, this Agreement embodies all of the terms and conditions of the agreement between Sponsor and CFP Board with respect to the subject matter of this Agreement. There are no other statements, terms, conditions, representations, or warranties that have not been embodied herein.
- e) The waiver by CFP Board of a breach of or a default under any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor shall any delay or omission on the part of CFP Board to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement may not be modified or amended, except in a writing signed on behalf of both parties by their duly authorized representatives.
- f) Sponsor agrees not to represent itself to be, an agent, employee, partner or joint venturer of CFP Board, nor transact any business on CFP Board's behalf, nor in any form make promises, representations or warranties that incur any liability for or on behalf of CFP Board.

We understand and agree that failure to comply with any or all of this Agreement and/or failure to meet acceptable standards in our Programs, as determined by CFP Board, may result in termination of our sponsorship and/or of acceptance of our Program(s) and that notice of such termination may be given by CFP Board to all CFP® certificants. We hereby agree to comply with all of the foregoing terms and conditions.