

**Terms and Conditions of Certification and Trademark License**

(as revised, effective ~~February 21, September 30, 2022~~)

**I understand that the following terms and conditions apply to my Certified Financial Planner Board of Standards, Inc. (“CFP Board”) Certification and License to use the Certification Marks (as defined below). I agree to all the following provisions:**

- a. Grant of Trademark License and Certification.** Upon my acceptance of and agreement to be bound by these Terms and Conditions of Certification and Trademark License (including CFP Board’s Standards and Policies, which are defined below and are incorporated into these Terms by reference) (“Terms”), and CFP Board’s determination that I have (1) satisfied CFP Board’s four initial certification requirements, (2) submitted a properly completed Certification Application and, when applicable, Renewal Application (collectively, “Application”), (3) satisfied the initial certification period requirements and, when applicable, continuing education requirements, and (4) paid my annual certification fee (collectively, the “Certification and Trademark License Standards”), CFP Board certifies me as having satisfied CFP Board’s requirements for certification (“Certification”), and grants to me a limited, personal, non-transferable, non-sub licensable, royalty-free, non-exclusive, revocable license (“Trademark License”) to use the Certification Marks (as defined below in this paragraph) solely in connection with the promotion and conduct of the offering of financial planning services (the “Services”) I perform in the United States and its territories and possessions in relation to my Certification. No rights are granted with respect to the Certification Marks other than as explicitly granted herein. CFP Board reserves all rights other than those explicitly granted herein. “Certification Marks” shall mean the certification marks owned by CFP Board in the United States, namely, CFP®, CERTIFIED FINANCIAL PLANNER™, , and . The term “Certification Marks” does not include, and my Trademark License does not grant me, right, title, or interest in or to any other trademark, service mark, logo, or trade name of CFP Board.
- b. Term of Certification and Trademark License.** My Certification and Trademark License exists solely for the initial certification period and, when applicable, the certification renewal period, as defined by CFP Board (collectively, the “Applicable Certification Period”), unless earlier relinquished, suspended, revoked, or terminated in accordance with these Terms. At the end of the Applicable Certification Period, if my Certification and Trademark License is not renewed, my Certification expires and my License automatically terminates. If my License expires, is relinquished, revoked, terminated, or suspended, I must immediately cease all use of the Certification Marks and must not hold myself out to the public as being certified by CFP Board. I understand that my use of the Certification Marks following relinquishment, expiration, revocation, or termination of my Trademark License, or during a suspension of my Trademark License, constitutes infringement of CFP Board’s rights, and that CFP Board is entitled to pursue all legal and equitable remedies for such infringement.
- c. Restrictions on Use.** Without limiting the other terms and restrictions set forth in these Terms, unless otherwise approved by CFP Board’s Chief Executive Officer (“CEO”) in writing, I will not, directly or indirectly: (1) use the Certification Marks in conjunction with the promotion and/or provision of any services, or in any other way, outside the United States, other than Incidental Use (as defined below in this paragraph), (2) use the Certification Marks in conjunction with the sale of any tangible goods or of any services that do not relate to my Certification, (3) state or imply that CFP Board has made a determination on the merits or quality of any education, testing, or review program with which I may be associated, (4) state or imply that CFP Board sponsors, approves, or otherwise endorses any particular services I may offer, including those relating to my Certification, (5) certify, sublicense, or

otherwise grant to any other individuals or entity the right to use the Certification Marks, (6) use the Certification Marks in a manner that implies another individual or entity is qualified to use the Certification Marks, (7) use the Certification Marks in violation of CFP Board's Standards and Policies (defined below), or in any manner that is false or misleading, (8) use the Certification Marks in violation of any laws and regulations, or (9) use the Certification Marks in any manner beyond that which is expressly authorized by these Terms (collectively, "Restrictions on Use of the Certification Marks").

"Incidental Use" shall mean (i) use of the Certification Marks outside the United States for (a) providing educational materials or information containing the Certification Marks at conferences, seminars, or similar events outside the United States, provided that the material or information identifies the United States as the country of my Certification and Trademark License; (b) authoring articles and other similar educational materials (excluding marketing brochures and the like) containing the Certification Marks for distribution to multiple countries that include the United States, provided that such materials identify the United States as the country of my Certification and Trademark License; (c) using the Certification Marks on a web site that is not specifically targeted at, but is viewable from, outside the United States; and (d) distributing business cards containing the Certification Marks to other individuals who have a license to use the Certification Marks while temporarily traveling outside the United States; (ii) other uses of the Certification Marks that are not materially different from the uses identified in subparagraph (i) of this paragraph; or (iii) identifying myself as having been certified in the United States without using the Certification Marks, such as "I am certified to advise on United States financial matters by the United States affiliate of the Financial Planning Standards Board, Ltd. ("FPSB")." Notwithstanding the foregoing, in no event shall Incidental Use include any use of the Certification Marks that (a) is part of a business solicitation or marketing effort, either by me or through a third party on behalf of me directed towards persons or entities outside the United States; (b) is in connection with the proposed or actual delivery of services outside the United States; or (c) constitutes trademark infringement outside the United States of any CFP, CERTIFIED FINANCIAL PLANNER,  , and  mark, and any other mark that, if it were owned by someone other than CFP Board or FPSB, would be deemed confusingly similar to any of the foregoing, or any replacement or substitution therefor, including any application or registration therefore, owned or controlled by either CFP Board or FPSB, regardless of whether such marks are registered as trademarks, service marks, or certification marks.

- d. Compliance with Standards and Policies.** I have read and I understand CFP Board's (1) CFP® Certification Requirements, (2) *Code of Ethics and Standards of Conduct*, (3) *Fitness Standards for Candidates and Professionals Eligible for Reinstatement (Fitness Standards)*, (4) *Procedural Rules*, (5) *Guide to Use of the CFP Board Certification Marks*, and (6) Privacy Policy (collectively, "CFP Board's Standards and Policies"). I agree to comply with, and be bound by, CFP Board's Standards and Policies, as they presently exist and as CFP Board modifies them from time to time, each of which is incorporated into these Terms by reference. I agree that I read, I understood, and I was required to comply with, and was bound by, the then-applicable versions of CFP Board's Standards and Policies that were in effect from the date I first had a Certification or Trademark License through the date of these Terms, including dates during that interval when I did not have a Certification or Trademark License or when my Certification or Trademark License was suspended. I will display the Certification Marks with such registration symbols, and in such manner, as provided in CFP Board's Standards and Policies, or as otherwise directed by CFP Board. I understand that my Trademark License is conditioned upon continued compliance with these Terms (including but not limited to my obligation to comply with CFP Board's Standards and Policies). CFP Board shall have no responsibility for, liability with respect to, or right to control or participate in, my provision of Services, my representations with respect to such Services, or any agreements for my Services.
- e. Protection of the Certification Marks.** I acknowledge the Certification Marks are valid marks, owned by CFP Board, and that CFP Board has the sole right, subject only to the express terms of any license granted by it, to control the use of the Certification Marks. CFP Board shall have the sole right to file applications to register, and to obtain registration for, the Certification Marks. I agree to cooperate fully with CFP Board in filing such applications and obtaining such registrations, including providing CFP Board with specimens of use of the Certification Marks and executing any documents requested by CFP Board, or in protecting, enforcing, and defending the Certification Marks. I will notify CFP Board in writing of any infringements, imitations, claims, or other problems with respect to the Certification Marks which may arise or that otherwise come to my 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. I shall not institute any suit or take any other action on account of such infringements, imitations, claims, or problems without the prior express written consent of CFP Board's CEO.

- f. Ownership; Goodwill.** I acknowledge CFP Board's ownership of all right, title, and interest in and to the Certification Marks. Any goodwill resulting from my use of the Certification Marks will inure exclusively to the benefit of CFP Board. I will conduct my business in a way that does not adversely affect CFP Board's reputation or goodwill. I will only display or use the Certification Marks as permitted in these Terms and CFP Board's Standards and Policies, including but not limited to the *Guide to Use of the CFP® Certification Marks*. I further agree not to: (1) challenge CFP Board as the sole, absolute, or exclusive owner of all right, title and interest in and to the Certification Marks and the goodwill associated therewith, (2) challenge the validity of this Trademark License, (3) register, use, adopt, or promote any mark that is confusingly similar to any trademark, service mark, logo, or trade name owned by CFP Board, any composite mark which uses all or a portion of the Certification Marks, or any of the Certification Marks, (4) take or encourage any action which would impair the rights of CFP Board in and to the Certification Marks, or impair the goodwill associated with the Certification Marks, or (5) infringe any trademark, service mark, logo, or trade name owned by CFP Board.
- g. Disclaimer of Warranty.** THE LICENSE TO THE CERTIFICATION MARKS IS PROVIDED ON AN "AS IS" BASIS. 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. CFP BOARD HAS NO DUTY OR OBLIGATION TO REGISTER, RENEW, OR OTHERWISE MAINTAIN ANY REGISTRATION FOR THE CERTIFICATION MARKS.
- h. Quality Control.** The nature and quality of all advertising, promotional, or other uses I make of the Certification Marks will conform to and comply with the *Guide to Use of the CFP Board Certification Marks*, and all applicable laws and regulations. CFP Board may, at its election, monitor the manner in which I use the Certification Marks. CFP Board retains, at all times, the right to revoke my Certification and my Trademark License if CFP Board determines, in its sole discretion, that my use of the Certification Marks fails to comply with these Terms, including but not limited to the *Guide to Use of the CFP Board Certification Marks*.
- i. Authorization to Review Background.** I hereby authorize CFP Board and its agents and representatives to review my background, which may include, but is not limited to (1) the review of databases containing civil and criminal records of any or all federal, state, and local government jurisdictions, (2) the review of databases containing records of any federal, state, local, or foreign governmental agency, self-regulatory organization, or other regulatory authority, (3) the review of other public records, (4) the review of arbitration records, and (5) interviews of third parties concerning any matter relevant to my Certification or Trademark License, including my professional background, civil and criminal record, regulatory history, and integrity and fitness to use the CFP® marks.
- j. Consent to Enforcement and Release of Information.** I understand and agree that CFP Board has the authority to impose discipline on me in the form of a sanction in accordance with these Terms, including CFP Board's Standards and Policies and the prior versions of CFP Board's Standards and Policies that were in effect at the time the conduct occurred), and in accordance with the *Pathway to CFP® Certification Agreement* (if applicable), for conduct that CFP Board determines, in its sole discretion, constitutes grounds for such a sanction. I understand and agree that I may be subject to sanction by CFP Board for any conduct (including acts or omissions) that occurs (1) between the date that I first have a Certification or Trademark License through the last date that I have a Certification or Trademark License, including dates during that interval when I do not have a Certification or Trademark License or when my Certification or Trademark License is suspended, (2) in connection with my communications with CFP Board about any topic, including my Application, regardless of the date those communications occur, and (3) prior to the date that I first have a Certification or Trademark License, if I do not inform CFP Board of that conduct, in writing, prior to the date that I first have a Certification or Trademark License. I understand and agree that CFP Board has the authority to require that I pay, as a condition of my Certification and Trademark License, the fees, costs, or other amounts imposed on me, pursuant to CFP Board's Standards and Policies, in connection with any investigation, Complaint, proceeding, or sanction. CFP Board may impose a form of

private sanction or public sanction. I understand and agree that if CFP Board imposes a form of public sanction against me, including but not limited to a Public Censure, Suspension, Interim Suspension, Administrative Suspension, Revocation, Administrative Revocation, Temporary Bar, Administrative Temporary Bar, Permanent Bar, or Administrative Permanent Bar, CFP Board shall have the right to publish the order imposing the public sanction 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 which otherwise may be private or confidential under CFP Board's Standards and Policies.

- k. Cooperation.** I agree to fully cooperate with CFP Board with respect to any potential ground for imposition of a sanction, including but not limited to any investigation or proceeding initiated by CFP Board pursuant to CFP Board's *Procedural Rules*.
- l. Voluntary Relinquishment of Certification and Termination of Trademark License.** I may voluntarily relinquish my Certification and terminate my Trademark License at any time by submitting written notice to CFP Board. If I either relinquish my Certification or terminate my Trademark License, that shall constitute both a relinquishment of my Certification and a termination of my Trademark License. A voluntary relinquishment of Certification and termination of Trademark License shall not take effect until CFP Board processes the relinquishment and termination and updates CFP Board's records accordingly ("Effective Date of Relinquishment"). On the Effective Date of Relinquishment, my Certification is revoked, my Trademark License terminates, and I shall discontinue any and all use of the Certification Marks. My voluntarily relinquishment of my Certification and termination of my Trademark License does not relieve me of any indebtedness or any other obligation that I may have to CFP Board.
- m. Revocation of Certification and Termination of Trademark License.** Should CFP Board determine, in its sole discretion, that I have failed to comply with these Terms (including any document incorporated herein by reference), or that I had not satisfied the CFP® Certification Requirements or *Fitness Standards* at the time I was granted Certification (regardless of whether the relevant facts and circumstances were known by or disclosed to CFP Board), CFP Board may, in its sole discretion, revoke my Certification and terminate my Trademark License, take any action permitted by CFP Board's Standards and Policies, and/or take other action permitted by law. In determining whether you had satisfied the CFP® Certification Requirements or *Fitness Standards* at the time you were granted Certification, CFP Board may implement the process set forth in the *Procedural Rules* that applies to investigations and adjudications of alleged misconduct. Should CFP Board determine, in its sole discretion, that I have misused the Certification Marks, I understand and agree that such action may cause irreparable harm, and at and in accordance with CFP Board's direction, I will immediately stop using the Certification Marks or change the manner in which I use the Certification Marks so that I am not misusing the Certification Marks. I understand CFP Board may have additional rights under applicable law with respect to the Certification Marks, and that the rights and remedies provided under these Terms are in addition to, and not in lieu of, CFP Board's other rights.
- n. Retention of Jurisdiction.** Notwithstanding any expiration, relinquishment, suspension, revocation, or termination of my Certification and Trademark License, (1) I shall continue to be subject to any form of sanction available under these Terms, including CFP Board's Standards and Policies, provided that CFP Board shall file any Complaint against me under CFP Board's *Procedural Rules* no later than five (5) years after the last date that I have a Certification or Trademark License, and (2) 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 (5) years after the last date that I have a Certification or Trademark License or the last date that I am subject to any form of sanction available under these Terms.
- o. Waiver and Release.** In consideration for CFP Board processing my Application, I hereby and forever waive and release CFP Board, its directors, officers, employees, volunteers, representatives, agents, assigns and others acting on its behalf or at its discretion (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 these Terms (excluding an arbitration to challenge an C&SEC Final Order as provided in section (r) of these Terms)

(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 those 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 these Terms, and, without such waiver, these Terms would not have been entered into. I understand that the facts with respect to which these Terms 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 these Terms 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.

- p. Indemnification.** I covenant and agree to defend, indemnify, and hold harmless CFP Board, its directors, officers, employees, volunteers, representatives, agents, assigns and others acting on its behalf or at its discretion (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: (1) any actual or alleged misrepresentation or omission by me in my Application or actual or alleged breach by me of these Terms, (2) any actual or alleged failure by me or my authorized agents to abide by CFP Board's Standards and Policies, (3) any actual or alleged failure by me or my authorized agents to comply with applicable laws, (4) any of my acts or omissions, including, without limitation, any services provided by me or those acting on my behalf or at my discretion, (5) 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 (6) actual or alleged acts or omissions by me in connection with the use of 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 (a) 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, (b) has no effect on any other claims against an Indemnified Party, (c) is paid for entirely by me, (d) requires the third-party claimant to release the Indemnified Parties from all alleged liability, and (e) 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.
- q. 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 (1) MY APPLICATION AND/OR THESE TERMS, (2) THE RELINQUISHMENT, SUSPENSION, REVOCATION, AND/OR TERMINATION OF MY CERTIFICATION AND/OR MY TRADEMARK LICENSE, (3) MY USE OF, AND/OR INABILITY TO USE, ANY OF THE CERTIFICATION MARKS, (4) THE ENFORCEMENT OR APPLICATION OF CFP BOARD'S STANDARDS AND POLICIES, (5) THE IMPOSITION OF ANY SANCTION IN ANY FORM, AND (6) 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 S OF THESE TERMS. 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.

- r. **Mandatory Arbitration; Requirement to Exhaust Remedies; Waiver of Claims Brought More Than Sixty Days After Final Decision of CFP Board's ~~Appeals Commission~~ Code and Standards Enforcement Committee; 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"), including claims against CFP Board or any of the Released Parties, arising out of or relating to these Terms (including my obligation to comply with, and CFP Board's enforcement of, CFP Board's Standards and Policies) or the breach thereof, or my relationship with CFP Board, or regarding the application, enforcement, or interpretation of these Terms 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 these Terms (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 timely appealing the Administrative Order or DEC Order to, and obtaining a final decision from, CFP Board's Appeals Commission (or for appeals filed on or prior to February 20, 2022, CFP Board's Code and Standards Enforcement Committee) (the Appeals Commission and Code and Standards Enforcement Committee collectively are referred to herein as the "Appeals Commission"). I further agree that if I do not timely appeal any Administrative Order or DEC Order to CFP Board's Appeals Commission, Code and Standards Enforcement Committee, 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 these Terms 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 Code and Standards Enforcement Committee~~ 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 Code and Standards Enforcement Committee~~ ("~~Appeals Commission C&SEC~~ Final Order"), and that if I fail to timely file an arbitration demand, then any such ~~Appeals Commission C&SEC~~ Final Order shall be final and binding on me, and that I cannot challenge that ~~Appeals Commission C&SEC~~ Final Order or assert any Claim arising from that ~~Appeals Commission C&SEC~~ Final Order. Upon the timely and proper filing of a demand for arbitration, the ~~Appeals Commission C&SEC~~ 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 these Terms, including but not limited to, 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 these Terms. 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.

**s. 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.

**t. Miscellaneous.**

- 1. Integration.** My Application, these Terms as they now exist or as they may hereafter be modified as permitted herein (including the documents incorporated herein by reference, as they now exist or as modified as permitted herein), and any written document signed by both me and CFP Board that is titled "Amendment to Terms and Conditions of Certification and Trademark License" constitutes the complete 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. CFP Board may modify these Terms upon notice to me. No modifications by me to these Terms shall be binding upon CFP Board unless agreed to in writing by CFP Board.
- 2. Assignment.** I understand that I must not assign or transfer my Certification or Trademark License or any of my rights or obligations under these Terms. Any attempted assignment, transfer or delegation by me of these Terms, my Certification or Trademark License, or any of my rights or obligations hereunder, shall be null and void. CFP Board may assign these Terms, in whole or in part, and any other of its rights herein, without prior notice to me and without restricting or obtaining my prior consent.
- 3. Relationship.** My relationship with CFP Board is that of an individual granted a Certification and Trademark License to use the Certification Marks pursuant to these Terms. I do not have a partnership, franchise, joint venture, or agency relationship with CFP Board. Neither these Terms nor my Certification or Trademark License create an employment relationship with CFP Board.
- 4. Interpretation.** These Terms, which I understand are binding upon me in consideration for CFP Board processing my Application, 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 these Terms. No third-party private right of action shall be permitted against CFP Board for acts or omissions taken by CFP Board in furtherance of its purposes and business or in connection with these Terms. Failure of CFP Board to insist on strict performance of the provisions contained herein shall not constitute a waiver of those provisions or of these Terms and shall not prevent CFP Board from later enforcing its rights under these Terms. For the purposes of these Terms, (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 these Terms.

5. **Primacy.** In the event of a conflict between or among these Terms and CFP Board’s Standards and Policies, the provisions of these Terms shall govern.
6. **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 these Terms or CFP Board’s Standards and Policies 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.
7. **Choice of Law.** I agree and stipulate that these Terms shall be deemed to have been entered into by both me and CFP Board in the District of Columbia. These Terms 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.
8. **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 these Terms (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 WHICH I MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING, LITIGATION, CLAIM, OR COUNTERCLAIM BASED ON, RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH THESE TERMS.**
9. **Survival.** Upon relinquishment, revocation, or termination of my Certification or my Trademark License, my obligations under paragraphs e, f, g, i, j, k, l, m, n, o, p, q, r, s and t of these Terms will remain in effect.
10. **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 these Terms 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 these Terms 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.