

TERMS AND CONDITIONS FOR CE SPONSORS

As an entity offering education programs to CFP® professionals of Certified Financial Planner Board of Standards, Inc. (“CFP Board”), the organization (“Sponsor”) by registering as a Continuing Education Sponsor agrees to the following Terms and Conditions (“Terms”), as they may be amended from time to time in accordance with these Terms.

I. GENERAL

Sponsor agrees that all continuing education (“CE”) courses or programs submitted to CFP Board (including all communications with CFP Board related thereto) that are accepted by CFP Board (“Programs”) (a) are and will remain correct and current in content and format, (b) will contribute to the continuing competence of CFP® professionals, and (c) are true and correct to the best of Sponsor’s knowledge. Sponsor will adhere to the CFP Board Program Standards, and as applicable, the Requirements for Live Programs, Requirements for Self- Study Programs, and Requirements for CFP Board Ethics CE Programs, each of which are attached as Appendix A and hereby incorporated by reference. Sponsor shall not include in Programs content that (i) portrays CFP Board or the CFP Board certification in a negative light, (ii) infringes, misappropriates, or otherwise violates the rights of any third party, or (iii) violates any applicable regulation or law.

II. PROGRAM TOPICS AND CONTENT

CFP Board has the sole, unqualified right to determine whether any proposed program submitted for CE credits shall be accepted or rejected. In making that determination, CFP Board may consider, among other things, whether a preponderance of the proposed program meets the CFP Board Program Standards, whether the topics are appropriate for a CFP Board CE Program, and whether the proposed program is provocative or offensive. CFP Board also may consider whether the proposed program is threatening, libelous, defamatory, obscene, inflammatory, offensive, or otherwise objectionable, or could constitute or encourage conduct that violates any law.

Programs that CFP Board accepts and a Sponsor offers to attendees for earning CFP Board CE credits only may cover topics included in CFP Board’s then-current list of Principal Knowledge Topics set forth on the CFP Board website (www.cfp.org), which CFP Board may amend from time to time. CFP Board will provide prior notice to Sponsor in the event of such amendment. Program content will be specifically designed to enhance the knowledge, skills and abilities necessary for the CFP® professional to provide competent and ethical financial planning to individual clients. Substantive, material changes in content to a Program or an increase or decrease of

greater than 4,500 words in length or 20 minutes in allocation of time to a Program, must be submitted in advance to CFP Board for acceptance as a new Program. CFP Board, in its unilateral discretion, may require (or make) modifications to Program names, descriptions, or learning objectives for any purpose, including, without limitation, for clarity, consistency, and administrative purposes.

III. FEES

The tables below identify the fees to be paid by Sponsor (“Sponsor Fees”) to offer CE Programs for CFP Board CE credits (“Sponsorship”), the fees to be paid by Sponsor for each Program, including General Program Fees, Ethics Program Fees, and Late Submission Fees (“Program Fees”), and the tiered attendance reporting fees (“Attendance Fees”) to be paid by Sponsor.

CE Sponsor Fees, General and Ethics Program Fees, and Late Submission Fees		
	For Profit	Nonprofit
CE Sponsor Fees	\$500 per calendar year	\$250 per calendar year
General Program Fees	\$45 per hour \$45 per half-hour or additional half-hour (per calendar year)	\$25 per hour \$25 per half-hour or additional half-hour (per calendar year)
Ethics Program Fees	\$500 Live Program (per calendar year) \$500 Self-Study Online Course (per calendar year)	\$250 Live Program (per calendar year) \$250 Self-Study Online Course (per calendar year)
Late Submission Fees	\$100 per program (if submitted for acceptance after initial offering date)	\$100 per program (if submitted for acceptance after initial offering date)

Attendance Fees (Per CE Credit Hour Submitted)	
Tier 1 (<10,000 hours)	\$1.25 per hour submitted
Tier 2 (≥10,000 hours to <40,000 hours)	\$0.75 per hour submitted
Tier 3 (≥40,000 hours)	\$0.50 per hour submitted

Attendance Fees are based upon the number of CE credit hours that are reported for attendance at Programs that Sponsor offers. The Attendance Fee is per CE credit hour

and is set at a sliding-scale rate. The Tier 1 rate applies to the first 10,000 CE credit hours. The Tier 2 rate applies to CE credit hours 10,001 to 40,000. The Tier 3 rate applies to CE credit hours above 40,000.

All fees, as detailed in the tables above, are for the current calendar year, are non-refundable, and will not be prorated. Sponsor Fees are payable online at the time of initial registration or annual renewal and Program Fees (General CE and Ethics CE) are paid online, via the CE Sponsor Portal. Program Fees are due each calendar year. Attendance Fees are payable online via the CE Sponsor Portal, within 14 days of Program completion. Fees for programs given prior to 2023 shall be governed by the fee schedules in effect for such prior periods.

CFP Board will not review any proposed programs until all applicable fees are paid. If Sponsor fails to submit Attendance Fees on a timely basis, then CFP Board may, in its discretion, so notify Sponsor in writing, and if Sponsor does not submit the Attendance Fees within 10 business days of receiving such notice, then CFP Board may suspend or terminate the Program. If CFP Board suspends or terminates one Program of a Sponsor, then CFP Board shall have the right to suspend or terminate all Programs of that Sponsor. CFP Board's suspension and/or termination of the Program(s) is in addition to any other remedies available to CFP Board at law or in equity and does not relieve Sponsor from its payment obligations. If a Program is terminated, and Sponsor seeks to have CFP Board accept the Program, then Sponsor must submit a new program to CFP Board under a new program title with all associated new program fees and pay any fees due in connection with the termination program.

IV. SPONSORSHIP AND GENERAL CE PROGRAM RENEWAL

- A. CFP Board maintains sponsorships on an annual, calendar year basis. Sponsorships will expire on December 31 of the calendar year in which the Sponsor Fee is paid. Sponsorships must be renewed annually.
- B. Sponsorship and Programs not renewed by December 31 will automatically expire, in which case CFP Board will designate them as inactive. If a Sponsorship is not renewed, (i) all rights granted to Sponsor under these Terms, and any rights granted to Sponsor to use the Marks or any CFP Board Content, immediately shall cease; (ii) CFP Board shall have the right to remove Sponsor's name and Program(s) from CFP Board's list of Sponsors upon the next version of any printed publication containing such list, and upon the next revision to any Web site bearing such list; (iii) Sponsor immediately shall destroy all materials bearing the Marks or any CFP Board Content, and (iv)

Sponsor shall cease and desist from (a) any further use of the Marks (or any confusingly similar marks), (b) any further use of the CFP Board Content, and, (c) any statements or representations suggesting that any of Sponsor's programs are accepted by CFP Board, that CE credits will be awarded by CFP Board for the successful completion of the programs, or that the programs are in any way associated with or endorsed by CFP Board. If a Sponsorship is renewed but a Program of Sponsor is not renewed, Sponsor shall discontinue (x) any use of the Marks and any CFP Board Content in such program, and (y) any statements or representations suggesting that the program is accepted by CFP Board, that CE credits will be awarded by CFP Board for the successful completion the program, or that the program is in any way associated with or endorsed by CFP Board.

- C. Subject to CFP Board's unqualified right to reject a reactivation or renewal, (i) Sponsorship terminated for failure to renew may be reactivated at any time after the renewal deadline, and (ii) for Programs where no change has been made to the content, description and learning objectives, the Program may be renewed after the Sponsorship becomes active.

V. PROGRAM ACCEPTANCE AND ADVERTISING

Any Sponsor registering for the first time and claiming nonprofit status must include the Sponsor's IRS Tax ID and IRS letter which confirms the Sponsor's nonprofit status with Sponsor's online application.

After (a) Sponsor receives notice from CFP Board of CFP Board's acceptance of the submitted program(s) and (b) Sponsor pays all applicable fees, Sponsor may advertise itself as a "CFP Board CE Sponsor" and advise prospective attendees of the number of CFP Board CE hours that may be earned for successful completion of the Program. Accordingly, Sponsor may state that a Program "has been accepted by CFP Board" or that a certain number of CE credits "will be granted by CFP Board" upon successful completion of the Program, or may use other comparable wording indicating CFP Board's acceptance of the Program and/or the number of CE credits available, provided that such language is used only (i) in connection with Programs that CFP Board already has accepted and that have not become inactive (see Section IV regarding Program renewal) and (ii) in a manner that is accurate and not misleading. Such representations may not be used for any proposed programs not accepted by CFP Board. Sponsor further agrees that its advertising will not use terms such as "accredited," "certified," or "approved," or any other terms which imply that CFP Board has made a determination on the merits or quality of any Program other than granting CE credit. Notwithstanding the foregoing, Sponsor may use the

term “approved” with respect to a CFP Board Ethics Program (as defined in Appendix A).

VI. Intellectual Property

CFP Board owns a portfolio of trademarks, including, without limitation, the following marks: the CFP® certification mark, the CERTIFIED FINANCIAL PLANNER™ certification mark, the CFP® (with plaque design) certification mark, the CFP® (with flame design) certification mark, and the CFP BOARD® service mark. These marks, together with all other marks owned by CFP Board, will be referred to collectively as the “Marks.” Sponsor acknowledges (i) CFP Board’s ownership of the Marks, and (ii) that Sponsor acquires no right, title, or interest in or to the Marks as a result of its sponsorship of the Program. Sponsor agrees that it will not use the Marks, in any manner, absent the express, written permission of CFP Board.

In the event that CFP Board grants Sponsor permission to use one or more of the Marks, such use will be subject to the following terms (“Trademark Terms”):

A. Sponsor will receive a non-exclusive, non-transferrable, limited license to use the specific Marks authorized by CFP Board (the “Licensed Marks”) in the United States, subject to these Trademark Terms and any additional terms provided by CFP Board. In the event of a conflict between these Trademark Terms and any additional terms, the additional terms shall apply.

B. Any use of the Licensed Marks in Sponsor’s advertising, Program materials, or related documents in which the Licensed Marks appear must include the following ownership notice:

Certified Financial Planner Board of Standards, Inc. (CFP Board) owns the CFP® certification mark, the CERTIFIED FINANCIAL PLANNER™ certification mark, the CFP® (with plaque design) certification mark and the CFP® (with flame design) certification mark in the United States, which it authorizes use of by individuals who successfully complete CFP Board’s initial and ongoing certification requirements. CFP Board also owns the CFP BOARD® service mark. Any marks owned by CFP Board are used with permission.

C. Sponsor only shall use the Licensed Marks in connection with the Program, and under no circumstances shall Sponsor, directly or indirectly, use the Licensed Marks (or any confusingly similar marks): (i)

in connection with the provision of any financial services or financial advice; (ii) in connection with the sale of any tangible goods; (iii) in any way outside the United States; or (iv) on any materials that reference any third-party company or organization operating, in any way, in the financial services industry.

- D. Sponsor's use of the Marks shall comply with CFP Board's Guide to Use of the CFP Board Certification Marks, which is available at www.cfp.net.
- E. CFP Board, in its sole discretion, may revoke Sponsor's license to use the Licensed Marks at any time and for any reason. In the event that CFP Board revokes Sponsor's license to use the Licensed Marks, Sponsor agrees to immediately cease use of the Licensed Marks.
- F. Sponsor may not license, sell, or otherwise approve any third-party use of the Licensed Marks, or any materials bearing the Licensed Marks, absent CFP Board's express, written permission.
- G. Sponsor acknowledges CFP Board's exclusive ownership of the Licensed Marks. Sponsor further acknowledges that it acquires no right, title, or interest in or to the Licensed Marks, other than the limited right to use the Licensed Marks, subject to these Trademark Terms and any additional terms provided by CFP Board. Sponsor agrees not to contest, challenge, attack, or oppose CFP Board's ownership of, or rights in, the Licensed Marks.
- H. Sponsor shall not use the Licensed Marks in a manner that (i) dilutes or impairs the Licensed Marks in any way or (ii) infringes, misappropriates, or otherwise violates the rights of any third party or violates any applicable regulation or law.
- I. Sponsor agrees to indemnify, hold harmless, and, at the option of CFP Board, defend, CFP Board from and against any claims, suits, and causes of action ("Claims"), and all losses, damages, liabilities, and expenses, including reasonable legal fees and the cost of enforcing any right to indemnification hereunder ("Damages"), arising out of Sponsor's use or misuse of the Marks.
- J. Sponsor shall immediately notify CFP Board in writing of any actual, suspected, or threatened infringements of the Marks that come to Sponsor's attention. CFP Board shall have the sole right, but not the obligation, to take any action related to any such matter. Sponsor may

not commence any claim or take any other action in connection with the Marks without the prior express, written consent of CFP Board.

CFP Board may grant Sponsor written permission to use certain images, audiovisual content, or other copyrighted content owned or controlled by CFP Board for inclusion in Program(s) (“CFP Board Content”). If granted such permission, the following terms shall apply to Sponsor’s use of the CFP Board Content (“Copyright Terms”):

- a) Sponsor will receive a non-exclusive, non-transferrable, limited license to include the CFP Board Content in Program(s), subject to these Copyright Terms any additional terms provided by CFP Board at the time permission is given. Sponsor will provide attribution to CFP Board for such CFP Board Content and include in the Programs in which the content is used any copyright notices included in the CFP Board Content as delivered to Sponsor.
- b) Sponsor may not use the CFP Board Content for any purpose not expressly authorized by CFP Board. Sponsor receives no right to use any content owned by CFP Board other than the CFP Board Content. Use of any other content requires separate written approval by CFP Board.
- c) Sponsor may not modify, edit, alter, or create derivative works from the CFP Board Content absent CFP Board’s express, written permission.
- d) CFP Board Content may be provided in Program(s) to attendees who take the Program(s). Sponsor may not otherwise license, sell, or otherwise approve any third-party use of the CFP Board Content, or any materials incorporating the CFP Board Content, absent CFP Board’s express, written permission.
- e) CFP Board, in its sole discretion, may revoke Sponsor’s license to use the CFP Board Content at any time and for any reason. In the event that CFP Board revokes Sponsor’s license to use the CFP Board Content, Sponsor agrees to immediately cease all use of the CFP Board Content and to delete the CFP Board Content from its Program(s).
- f) Sponsor acknowledges CFP Board’s exclusive ownership of, and rights in, the CFP Board Content. Sponsor further acknowledges that it acquires no right, title, or interest in or to the CFP Board Content, other than the limited right to use the CFP Board Content subject to these Copyright Terms and any additional terms provided by CFP Board. Sponsor agrees not to contest, challenge, or oppose in any manner CFP Board’s ownership of,

or rights in, the CFP Board Content.

- g) Sponsor agrees to indemnify, hold harmless, and, at the option of CFP Board, defend, CFP Board from and against any Claims and all Damages arising out of Sponsor's use or misuse of the CFP Board Content.
- h) Sponsor shall immediately notify CFP Board in writing with reasonable detail of any actual, suspected, or threatened infringement of the CFP Board Content. CFP Board shall have the sole right, but not the obligation, to take any action related to any such matter. Sponsor will not commence any claim or take any other action in connection with the CFP Board Content without the prior express, written consent of CFP Board.

VII. ATTENDANCE REPORTING FOR PROGRAMS

Sponsor will upload Live Program attendance and Self-Study Program completions directly to CFP Board using the "Attendance Reporting" link in the CE Sponsor Portal. Sponsor must accurately complete attendance reporting, including Program ID and Completion Date, within 14 days of Program completion using CFP Board's Attendance Reporting Template. A Sponsor must submit any request for an extension within the 14-day attendance-reporting period via email to cerereport@cfpboard.org. If CFP Board determines, in its sole discretion, that Sponsor has submitted inaccurate attendance reports, or that Sponsor has failed to submit attendance reports on a timely basis, then CFP Board may, in its discretion (a) so notify Sponsor in writing, and if Sponsor does not correct the failures within 10 business days of receiving such notice, then CFP Board may suspend or terminate the Program, or (b) correct the inaccurate attendance report and terminate the Program. If CFP Board suspends or terminates one Program of a Sponsor, then CFP Board shall have the right to suspend or terminate all Programs of that Sponsor. CFP Board's suspension and/or termination of the Program(s) is in addition to any other remedies available to CFP Board at law or in equity. If a Program is terminated, and Sponsor seeks to have CFP Board accept the Program, then Sponsor must submit a new program to CFP Board under a new program title with all associated new program fees. Sponsor will not advise or otherwise encourage CFP® professionals to self-report Program completions. Sponsor will maintain attendance reports for a minimum of 3 years in the form of the Attendance Reporting Template.

VIII. PROGRAM RECORDS

Sponsor shall maintain accurate Program records for a period of 3 years following the completion date of each Program, which records will include the following information: (a) the date and location of the Program presentation(s), (b) the name of each instructor or discussion leader and their professional qualifications, (c) the list of

CFP® professionals attending each Live Program presentation and/or the list of CFP® professionals successfully completing each Self-Study Program, (d) a written outline of the Program presentation(s) and the Program presentation with instructor notes, and (e) all Program materials used for instruction, assessment and evaluation. All Program records are subject to audit and review by CFP Board. Sponsor will make such records available, as well as provide exact copies of all requested records, to CFP Board or its designee upon the request of CFP Board. Sponsor will fully and completely cooperate with any CFP Board inquiry regarding Programs and/or Program records.

IX. COMPLIANCE, MAINTENANCE, AND REVIEW

- A. CFP Board may audit Program(s) at CFP Board's discretion. CFP Board's audit process may include site visits or other reviews of Sponsor and Programs and require submission of additional data as needed by CFP Board to determine compliance with CFP Board's policies and requirements and these Terms. Sponsor must (a) provide to CFP Board any and all materials that CFP Board requests relating to the audit, and (b) make corrections and adjustments that the audit identifies within five (5) calendar days from CFP Board's notice. Sponsors that CFP Board deems, in its sole discretion, not to comply with CFP Board's standards or these Terms may be terminated as Sponsors at any time and/or have acceptance for a Program's CE hours modified, suspended, or revoked. CFP Board may provide notice of such suspension or termination to any or all CFP® professionals. For those Programs that CFP Board requires to be modified, suspended, or revoked, CFP Board may require that the program be resubmitted to CFP Board for review as a new program, with all associated new program fees.
- B. Sponsor understands and agrees that failure to comply with any or all of these Terms and/or failure to meet acceptable standards in its Programs, as determined by CFP Board, in the sole discretion of CFP Board, may result in termination of its Sponsorship and/or of CFP Board's acceptance of its Program(s) and that CFP Board may provide notice of such termination to all CFP® professionals.

X. SALE OR LOAN OF PROGRAM and THIRD-PARTY ADMINISTRATION

- A. If Sponsor sells or loans a Program that CFP Board has accepted to another organization ("New Sponsor"), the Sponsor must either (1) maintain responsibility for attendance reporting and record keeping in accordance with these Terms, or (2) notify CFP Board within 7 days of the loan or sale, which notice will include the name of the New Sponsor

and contact information (name, e-mail address, and phone number) of an individual at New Sponsor who has agreed to be contacted by CFP Board. Notwithstanding the foregoing, Sponsor may not loan or sell a Program incorporating or displaying any of the Marks or any CFP Board Content in any manner on any Program materials absent CFP Board's express, written permission.

- B. In the event of (A)(1) above, Sponsor will have the sole responsibility for compliance with these Terms, including with respect to the sold or loaned Program, will ensure that all Program-related representations are not false or misleading, and will diligently monitor all communications of New Sponsor and any third party which New Sponsor authorizes to promote or present a Program ("Third Party"). Sponsor will fully cooperate with CFP Board's reasonable requests to conduct due diligence on New Sponsor and Third Party's compliance with these Terms. This due diligence may result in, but is not limited to CFP Board (1) requiring New Sponsor and/or Third Party immediately to cease the activity or retrain sales personnel or (2) requiring Sponsor to terminate its relationship with New Sponsor as it relates to the Program.
- C. In the event of (A)(2) above, CFP Board will transfer or duplicate the original Program to the New Sponsor account provided (i) New Sponsor pays a Sponsor Fee if it not already a Sponsor, (ii) New Sponsor pays the applicable Program Fee(s), (iii) such loan or sale is in accordance with these Terms, and (iv) New Sponsor meets all of the Sponsor requirements, as determined by CFP Board, in its sole discretion.
- D. Sponsor will indemnify and hold harmless and, at the option of CFP Board, defend, CFP Board from and against any Claims and all Damages arising out of or relating to (a) the sale or loan of the Program, and (b) acts or omissions of New Sponsor's relating to the use or misuse of the Program sold or loaned.
- E. CFP Board prior approval is required prior to a Sponsor using another Sponsor ("TPA") to handle administrative responsibilities relating to one or more of the Programs of the Sponsor, including, without limitation, responsibility for attendance reporting and record keeping in accordance with these Terms. Approval of the TPA relationship by CFP Board is in CFP Board's sole discretion. Requests for approval must include the following:
 - (i) A formal written request (which may be submitted by email) that includes the rationale as to why Sponsor needs a TPA to meet its CE Sponsorship responsibilities; and

- (ii) A copy of Sponsor's agreement with the TPA that clearly:
- defines and documents how TPA will protect the CE data (course, student, and other data) and integrity of the CE program submission process;
 - defines and documents the specific tasks for which the TPA will be responsible;
 - defines how the TPA will maintain the privacy of all the associated CE data;
 - defines how all the associated CE data will be used;
 - lists any conflicts of interest as it relates to meeting the CFP Board CE responsibilities; and
 - prohibits use of CFP Board Trademarks and CFP Board Content by TPA unless approved in writing by CFP Board.

XI. TERMINATION

- A. CFP Board or Sponsor may terminate the Sponsorship without cause upon thirty (30) days advance written notice to the other. CFP Board may immediately terminate the Sponsorship if CFP Board, in its sole discretion, determines that Sponsor at any time (a) failed to comply with any provision of these Terms or (b) performed any act which reflects unfavorably upon CFP Board, or used the Marks or any CFP Board Content in any unauthorized manner.
- B. Upon termination of the Sponsorship: (i) all rights granted to Sponsor under these Terms, and any rights granted to Sponsor to use the Marks or any CFP Board Content, shall immediately cease; (ii) CFP Board shall have the right to remove Sponsor's name and Program(s) 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 Web site bearing such list; (iii) Sponsor shall immediately destroy all materials bearing or incorporating the Marks or any CFP Board Content, and (iv) Sponsor shall cease and desist from (a) any further use of the Marks (or any confusingly similar marks), (b) any further use of the CFP Board Content, and (c) any statements or representations suggesting that the Program is accepted by CFP Board, that CE credits will be awarded by CFP Board for the successful completion of the Program, and that the Program is in any way associated with or endorsed by CFP Board.
- C. In the event of termination of the Sponsorship, no fees will be refunded or prorated.

XII. ADDITIONAL TERMS

- A. These Terms are governed by and will be construed in accordance with the laws of the United States and the District of Columbia without reference to choice of law provisions, and are deemed to have been agreed upon by CFP Board and Sponsor in the District of Columbia. Any claim or cause of action arising out of or connected to these Terms shall be brought exclusively in either the local or the federal courts of the District of Columbia, and Sponsor consents to personal jurisdiction of such courts, and waives all objections to such jurisdiction and venue.
- B. CFP BOARD AND SPONSOR, EACH HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THESE TERMS.
- C. If any part of any provision of these Terms shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or remaining provisions of these Terms.
- D. Sponsor hereby agrees to defend, hold harmless, and indemnify CFP Board, its officers, directors, agents, affiliates, professionals, volunteers, and employees from any liability, including all claims, demands, losses, or liabilities and all costs and expenses of any kind, including, but not limited to, attorney's fees, arising out of Sponsor's breach of these Terms, negligence or misconduct related to its Programs, and any claims by attendees arising from Sponsor's provision of its Programs.
- E. These Terms will be binding on Sponsor, its survivors, and permitted assignees. Sponsor may not assign its rights under these Terms, or delegate, or subcontract its duties under these Terms without the prior 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.
- F. These Terms (including Appendix A) contain the entire agreement between Sponsor and CFP Board with respect to the subject matter herein. These Terms may not be modified by Sponsor, except in a subsequent writing signed on behalf of CFP Board and Sponsor by their respective, duly authorized representatives. CFP Board may amend these Terms upon not less than thirty (30) days' prior written notice to Sponsor, provided, however, any change to the annual fees

listed in these Terms shall be effective for the next calendar year.

- G. The waiver by CFP Board of a breach of or a default under any provision of these Terms, shall not be construed as a waiver of any subsequent breach of the same or any other provision of these Terms, 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.
- H. Sponsor agrees not to represent itself to be an agent, employee, partner, or joint venture of CFP Board, nor transact any business on CFP Board's behalf, nor in any form make promises, representations, or warranties that incur or purport to incur any liability for or on behalf of CFP Board.
- I. The following sections will survive any termination of Sponsorship: Intellectual Property, Program Records, Termination, and Additional Terms.
- J. Sponsor acknowledges that it has read and understands the full force and effect of these Terms.

APPENDIX A**CFP BOARD PROGRAM STANDARDS**

1. Programs contribute to the continuing competence of CFP® professionals. To demonstrate this, each Program must include the following components:
 - a. **Program Description:** A brief statement that provides a clear overview of the Program, including topics to be covered.
 - b. **Learning Objective(s):** A minimum of three specific, measurable statements of what participants will learn in the Program. Learning objectives must be realistic when considering the level of complexity and program outline.
 - c. **Level of Complexity:** A descriptor (Basic, Intermediate, or Advanced, as defined below) that demonstrates the knowledge level of the program and will help CFP® professionals determine if a Program is appropriate for their professional development goals.

Levels of Complexity	
Basic	The learning objectives will ensure the content provides the CFP® professional with an entry- level <i>overview</i> and exposure to a topic to build foundational, working knowledge leading to the development of a particular skill or skill set.

Intermediate	Participants will have a foundational, working knowledge of the topic as a pre-requisite. The learning objectives will ensure the content provides the CFP® professional the enhanced concepts necessary to apply and analyze the topic thereby strengthening knowledge and advancing skill level.
Advanced	Participants will have detailed knowledge of the topic. The learning objectives will ensure the content enables the CFP® professional to master a skill set and the topic in terms of adapting, evaluating, modifying and predicting

2. Program titles must accurately represent the course content and purpose and may not include trademarked names and the titles of other designations, licenses, or certifications or the names of entities other than Sponsor and CFP Board.
3. Programs must be developed by a Subject Matter Expert (SME). The SME must demonstrate a related academic degree, industry credentialing, or a minimum of five years of experience in the related field in order to reasonably be considered qualified in the subject area of the course.
4. Program content must be current, correct, and presented in an appropriate design and format and follow CFP Board's guideline documents for Live and Self-Study Programs.
5. Program content on the following topics will be excluded from CE eligibility: public accounting, general computer hardware and software, marketing, sales, practice management, or specific companies or products. Practice management content is defined as content focused on planning, development, and management of a CFP® professional's business operations, including office management, business model design, budgeting processes, and leadership training.
6. Sponsor is required to review Program content for continued relevance and accuracy every year and to update Program content every three years.
7. Sponsor must provide CFP® professionals who successfully complete a CE Program with proof of completion within one week of the participant's

Program completion date, which must include:

- a. Name of CFP[®] professional
 - b. Program Title
 - c. Program ID number as assigned by CFP Board
 - d. Date of Program and/or date of completion
 - e. Number of CE credits
 - f. Contact information for CE Sponsor
 - g. Signature of Sponsor representative
8. All Programs must use a method of assessment. The acceptable method for self-study is a quiz or test with a minimum of 5 questions per credit hour. For Live Programs (as defined below), the method of assessment must be completed during the Program. The Live Program must include at least one of the acceptable methods of assessment as follows per credit hour:
- a. Participant exercises and assignments with instructor-led question and answer session (Q&A);
 - b. Topical discussions lead by the instructor followed by instructor-led Q&A;
 - c. Instructor-led case study presentations followed by instructor-led discussion and Q&A;
 - d. Graded tests and quizzes with a passing score of 70% or higher;
 - e. Capstone, final presentation or final project with critique and Q&A; or
 - f. Observations of participant presentations, projects, case-studies, or simulations followed by instructor-led discussion and Q&A.

REQUIREMENTS FOR LIVE PROGRAMS

1. CFP Board defines Live Programs as educational sessions in which the instructor or discussion leader is conducting the Program in real-time; the instructor or discussion leader and students are engaged in the educational Program at the same time. Live Programs may be in-person sessions but also may be Programs in which the instructor and students are at different locations. Live Programs may be stand-alone sessions conducted in classrooms, seminars, sessions at conferences, panel sessions at conferences, structured discussion groups, live webinars, or teleconferences.
2. Attendance tracking is required for all Live Programs.
3. Live Programs will be presented in an initial unit of at least one-hour (minimum of 50 minutes constituting 1.0 CE credit hour), with half-hour increments accepted after the initial one hour has been satisfied. Total hours will be rounded up to the last full half hour.
4. Sponsor will maintain attendance reports for a minimum of 3 years from the date of completion of the Live Program in the form of the Attendance Reporting Template. Sponsor agrees to electronically report CE credit hours earned by attendees via the CE Sponsor Portal link within 14 days of completion of the Live Program.
5. CFP Board, in its sole discretion, will consider written requests for an exception to the above criteria for Live Programs only if Sponsor provides a detailed explanation of the circumstances and CFP Board determines that the exception will have no detrimental outcome to the learning process. CFP Board has the right to require Sponsor to sign a written acknowledgement that detail any such exceptions that CFP Board has granted.
6. Sponsor is strongly encouraged to solicit feedback from participants through a formal program evaluation.

REQUIREMENTS FOR SELF-STUDY PROGRAMS

1. CFP Board defines Self-Study Programs as those in which the instructor and student are not interacting in real time, or Programs for which the student engages in the learning activity without an instructor. Self-Study Programs may be pre-recorded audio programs, pre-recorded webcasts, self-paced digital (online) courses, or self-paced printed material.
2. CFP[®] professionals seeking to complete a Self-Study Program must register for the Program and complete the Program by the deadline date determined by the Sponsor.
3. Each Self-Study Program will require evidence of satisfactory completion, including an assessment scored by the Sponsor. A score of 70% or higher is considered passing. The assessment **will not be made** available until the CFP[®] professional has completed the required coursework for the content section that the Sponsor is assessing.
 - a. An assessment may include an attestation that the CFP[®] professional completed the required coursework.
 - b. Assessments must contain a minimum of five (5) graded questions per credit hour. The number of questions must be appropriate to assess learning and comprehension specific to the learning objectives and level of complexity.
 - c. Graded questions cannot be formatted as 'Yes/No', 'True/False'.
 - d. Each question must connect to the Program's stated learning objectives.
 - e. Assessment questions will not be referenced in the Program materials.
 - f. The correct response will not be visible until the assessment is completed.
4. Sponsor will assign class hours to Self-Study Programs based on average completion time (a minimum of 50 minutes of completion time shall constitute one class hour); with half-hour increments accepted after the initial one hour has been satisfied. Total hours will be rounded up to the last full half-hour. Exam time may not be included in the average completion time. CE credit hours must be determined through either (a) pilot test of the representative completion time - minimum of five participants or (b) word count formula - [# of words /180) + actual audio/video duration time] / 50 = CE credit hours.

5. CFP Board, in its sole discretion, will consider written requests for an exception to the above criteria for Self-Study Programs only if Sponsor provides a detailed explanation of the circumstances and CFP Board determines that the exception will have no detrimental outcome to the learning process. Any such exceptions granted will be detailed in writing by CFP Board with a written acknowledgement from Sponsor.
6. Sponsor is strongly encouraged to solicit feedback from participants through a formal program evaluation.

REQUIREMENTS FOR CFP BOARD ETHICS CE PROGRAMS

1. CFP[®] professionals must complete a CFP Board Ethics CE Program (“Ethics Program”) every two years. Ethics program content will be updated on a multi-year cycle. CFP Board is responsible for curriculum development of Ethics Programs. Sponsors who choose to offer an Ethics Program must follow instructions for requesting CFP Board’s Ethics CE curriculum. CFP Board will review each request before providing Sponsor with the course content and related material.
2. Sponsor will deliver its Live Ethics Program in accordance with the Requirements for Live Programs outlined above. Sponsor delivering an Ethics Program as a Self-Study Program will do so in accordance with the requirements detailed in sections 4 and 5 below.
3. Sponsor will provide the name of the lead or primary instructor of a Live Ethics Program, who (a) must be a CFP[®] professional, in good standing, for at least 5 years or currently be CFP Board Emeritus[®] member; (b) pass a CFP Board background check, as determined by CFP Board in its sole discretion; and (c) complete either a live CFP Board Instructor Webinar or CFP Board approved recorded Instructor Webinar.
4. For purposes of Ethics Programs provided as Self-Study Programs, Program delivery may be done through a Learning Management System of the Sponsor’s choice.
5. CFP Board defines Self-Study Programs as those in which the instructor and student are not interacting in real time, or Programs for which the student engages in the learning activity without an instructor. Self-Study Programs may be pre-recorded audio programs, pre-recorded webcasts, self-paced digital (online) courses, or self-paced printed material. Self-Study Ethics Programs will satisfy all of the following requirements:
 - a. Be reviewed by CFP Board, which will document any deficiencies and/or required changes. Any corrections or required changes to the Program must be satisfactorily completed before the Program will be accepted and made active.
 - b. Require a forced progression through the content before access to the assessment.
 - c. Include question randomization on the assessment, utilizing questions from the question bank provided by CFP Board and adherence to

instructing required exercises.

- d. Provide a summary of correct and incorrect assessment responses only after a 70% or higher passing score is achieved.
 - e. Permit no more than 3 consecutive assessment attempts before a short waiting period.
6. Sponsor will adhere to CFP Board's branding and presentation guidelines accompanying CFP Board's course content.
 7. Sponsor will incorporate any curriculum updates provided by CFP Board within 30 days of receipt.
 8. Sponsor will promote the completion of an online course evaluation for Live Ethics Programs; Sponsors offering Self-Study Ethics Programs will require participants to complete a course evaluation before access to the Certificate of Completion.