

TERMS AND CONDITIONS OF CE SPONSOR REGISTRATION

As a continuing education sponsor offering education programs to certificants of Institute for Divorce Financial Analysts (IDFA™), the above-named organization (“Sponsor”) hereby requests registration with IDFA as a Continuing Education Sponsor for calendar year 2017. Sponsor agrees to adhere to the provisions of IDFA’s continuing education (“CE”) policies as stated in this Continuing Education Sponsor Registration Agreement “Agreement”, and as amended by IDFA from time to time. Sponsor agrees that all CE programs offered for acceptance by IDFA (“Programs”) are and will remain correct and current in content and format, and contribute to the continuing competence of CDFA® professionals.

This Agreement and Sponsor’s registration with IDFA shall remain in effect for the calendar year indicated above, unless earlier terminated as set forth herein. Sponsor has the option of renewing registration with IDFA at the end of the calendar year. If Sponsor fails to renew by December 31 of the calendar year, Sponsor shall no longer be registered as a CE Sponsor with IDFA effective January 1 of the following calendar year.

I. ACCEPTABLE PROGRAM TOPICS

Programs submitted and maintained for IDFA’s acceptance may cover any topics included in IDFA’s current list of Principal Knowledge Topics, which IDFA may amend from time to time. IDFA will accept for CE credit only programs that address subject topics identified in the Principal Knowledge Topics through IDFA’s comprehensive Job Task Analysis study.

Sponsor agrees not to submit to IDFA Programs in any subject area other than those designated above.

II. GENERAL PROGRAM STANDARDS

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

- a. Programs contribute to the continuing competence of participants. To demonstrate this, each program must have a program summary, learning objective(s), and stated level of complexity.

Program Summary: A brief statement that provides an overview of the program, including general topics to be covered, as well as method of delivery and program frequency.

Learning Objective(s): A specific, measurable statement of what participants will learn in the program. Learning objectives must be realistic when considering the level of complexity and program outline. A minimum of one learning objective per course is required.

Level of Complexity: A descriptor that demonstrates the knowledge level of the program. This information will help CDFA professionals determine if a program is appropriate for their professional development goals. The levels of complexity consist of Overview, Intermediate, and Advanced (defined below).

- b. Programs are 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.
- c. Program content is current, correct, and presented in an 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. Program titles must exclude trademarked names and the titles of other designations, licenses, or certifications.
- f. CDFA professionals who successfully complete a CE program must receive proof of completion, such as a certificate of attendance. Successful completion documentation must include:
- Name of CDFA professional
 - Name of program
 - Program ID number on file with IDFA
 - Date of program
 - Location (if live)
 - Number of CE credits
 - Contact information for CE Sponsor
 - Signature of sponsor representative

IDFA defines practice management programs as programs focused on the planning, development, and management of a CDFA certificant's business operations, including topics such as office management, business model design, budgeting processes, leadership training, and other activities that do not directly contribute to the knowledge, skills, and abilities needed for a CDFA certificant to provide competent and ethical financial planning to clients.

Levels of Complexity

Overview	Programs provide a general review of a subject from a broad perspective or dive into basic knowledge on a specific skill or topic. Best suited for CDFA professionals seeking knowledge in an unfamiliar subject area and with entry level experience.
Intermediate	Programs build upon knowledge that would be covered in an "overview" level program or assume that working knowledge in the subject to be covered is a pre-requisite. Best suited for CDFA professionals who have previous exposure to the subject being covered and at least three years of industry experience.
Advanced	Programs build upon knowledge that would be covered in an "intermediate" level program or assume that detailed knowledge in the subject to be covered is a pre-requisite. Best suited for CDFA professionals with seasoned industry experience who have intermediate knowledge of the subject being covered.

III. REQUIREMENTS FOR LIVE PROGRAMS

In addition to the “General Program Standards” previously listed, Sponsor agrees to comply with IDFA’s continuing education requirements and standards for each Live Program, as outlined below.

- a. Attendance is required. For Live Programs presented in-person, the number of participants and physical facilities should be consistent with the teaching method.
- b. Live Programs will be presented in an initial unit of at least one hour (minimum of 50 minutes constituting class hour), with half-hour increments accepted after the initial one hour has been satisfied. Total hours will be rounded down to the last full half-hour.
- c. A list of CDFA certificants attending each Live Program will be maintained and made available to IDFA using IDFA’s Attendance Report Form. Sponsor agrees to electronically report continuing education hours earned by attendees to IDFA within four weeks of completion of the Live Program.
- d. A written outline of the Live Program will be retained and made available to IDFA upon request.

IDFA considers Live Programs to be 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 may also be programs in which the instructor and students are at different locations. Live programs may be standalone sessions conducted in classrooms, seminars, sessions at conferences, panel sessions at conferences, structured discussion groups, live webinars, or teleconferences.

IV. REQUIREMENTS FOR SELF-STUDY PROGRAMS

In addition to the “General Program Standards” previously listed, Sponsor agrees to comply with IDFA’s continuing education requirements and standards for each Self-Study Program, as outlined below:

- a. Materials presented to CDFA certificants seeking to complete the Self-Study Program will be retained by the sponsor for at least four years and made available to IDFA by the Sponsor upon request.
- b. CDFA certificants seeking to complete the Self-Study Program will be required to register for the Program and must complete the course within a year from the date of purchase.
- c. Each Self-Study Program will require evidence of satisfactory completion, including an assessment scored by the sponsor. The assessment will contain at least 10 graded questions per class hour. The Self-Study Program will be considered completed satisfactorily only if the certificant receives a score of 70% or higher on the examination.
- d. Each examination question must connect to the Program’s stated learning objectives. The examination will contain no ‘True/False’ questions, nor will it reference the location of the answer in the program materials.
- e. 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 down to the last full half-hour. Exam time may not be included in the average completion time. The hours must be determined through one of the following methods:

- Pilot test of the representative completion time (minimum of five participants)
- Word count formula: $[(\# \text{ of words} / 180) + \text{actual audio/video duration time}] / 50 = \text{CE Credit Hours}$

A list of CDFA certificants who successfully complete each Self-Study Program will be maintained and made available to IDFA using IDFA's specified Attendance Report Form. Sponsor agrees to electronically report to IDFA continuing education hours earned by attendees within four weeks of an individual's successful completion of a Self-Study Program.

IDFA 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 courses, or self-paced printed material.

V. ATTENDANCE REPORTING

Sponsor agrees to electronically report Live Program attendance lists and Self-Study Program completion lists to IDFA, using IDFA's specified Attendance Report Form within four weeks of a Program's completion. Sponsor further agrees to submit completed Attendance Report Forms via email to info@InstituteDFA.com.

VI. PROGRAM RECORDS

Sponsor agrees to maintain records for a period of four years following the date each Program is presented:

- The date and location of the Program presentation(s).
- The name(s) of each instructor or discussion leader.
- The list of CDFA certificants attending each Live Program presentation and/or the list of CDFA certificants successfully completing each Self-Study Program.
- The written outline of the Program presentation(s).

Sponsor understands and agrees that the above Program records will be located at the address stated at the beginning of this document unless otherwise noted by the Sponsor.

All records are subject to audit and review by IDFA. Sponsor agrees to make these records available as well as provide exact copies of all requested records to IDFA or its designee during regular business for a period of four years following the date of Program offering. Sponsor agrees to notify IDFA as to the location of these records if they are removed from the designated location prior to expiration of the four-year period. Sponsor further agrees to cooperate to its fullest to any IDFA inquiry regarding these records.

VII. PROGRAM ACCEPTANCE AND ADVERTISING

In consideration for compliance with this agreement, Sponsor understands that after acceptance by IDFA of submitted Programs and receipt of appropriate fees, it may advertise itself as an "IDFA-Registered CE Sponsor" and advise prospective

attendees of the number of hours accepted by IDFA for successful completion of the Program. Notification shall be made using the phrases: “has been accepted by IDFA” or “has been granted by IDFA.” These phrases shall not be used for any programs not accepted by IDFA. Sponsor further agrees that its advertising will not use terms such as “accredited,” “certified,” “approved,” or any other terms implying that a determination has been made by IDFA on the merits or quality of any Program.

VIII. IDFA’S TRADEMARK RIGHTS

Sponsor hereby agrees and acknowledges that IDFA is the sole, absolute, and exclusive owner of all rights, title, and interest in and to the marks CDFA®, CERTIFIED DIVORCE FINANCIAL ANALYST®, CDFA® (Marks). Sponsor hereby acknowledges and agrees not to (i) challenge the validity of the Marks (or any other marks owned by IDFA), (ii) adopt, use, or promote any mark that is confusingly similar to the Marks, (iii) challenge IDFA 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 IDFA in and to the Marks (or any other marks owned by IDFA) 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 IDFA. Sponsor acknowledges and agrees that IDFA shall have the sole right to file applications to register, and to obtain registration for, the Marks. Sponsor further agrees to cooperate fully with IDFA in filing such applications and obtaining such registrations, including providing IDFA with specimens of use of the Marks and executing any documents requested by IDFA. Sponsor agrees to cooperate with IDFA in protecting, enforcing, and defending the Marks.

IX. NOTIFICATION

Sponsor shall immediately notify IDFA 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. IDFA 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 IDFA.

X. REGISTRATION FEE SCHEDULE

CE Sponsor registration is provided on an annual, calendar year basis. CE Sponsor registration expires on December 31 of the calendar year of the assented CE Sponsor Registration Agreement. Renewal of the CE Sponsor registration is required on an annual basis.

Annual Registration Fees		Program Application Fees	
For Profit Company	\$150 per year	For Profit Company	Conference: \$250 each Program: \$40 per hour
Nonprofit Organization	\$75 per year	Nonprofit Organization	Conference: \$100 each Program: \$20 per hour

Initial annual registration fee must accompany Continuing Education Sponsor Registration Agreement. Program application fees must be submitted with the program application. **Programs will not be reviewed unless accompanied by fees. Fees are subject to change. Fees are not prorated. All fees are nonrefundable.**

XI. COMPLIANCE, MAINTENANCE, AND REVIEW

Sponsor understands that IDFA may audit Program(s) at IDFA's discretion. Sponsor further understands that IDFA's audit process may include site visits or other reviews of sponsors and Programs and require submission of additional data as needed by IDFA to determine compliance with IDFA's policies and requirements. Sponsor agrees to submit written notification of any change(s) affecting this agreement and subsequently submitted Programs. Sponsors/Programs deemed by IDFA not to comply with standards established by IDFA may subsequently be terminated as sponsors at any time and/or have acceptance for a Program's continuing education hours modified, suspended, or revoked.

Sponsor understands and agrees that failure to comply with any or all of this agreement and/or failure to meet acceptable standards in its programs, as determined by IDFA, may result in termination of its sponsorship and/or of acceptance of its Program(s) and that notice of such termination may be given by IDFA to all CDFA certificants. Sponsor hereby agrees to comply with all of the foregoing terms and conditions.

XII. INDEMNIFICATION

Sponsor hereby agrees to defend, hold harmless, and indemnify IDFA, its officers, directors, agents, affiliates, certificants, volunteers, and employees from any liability, including all claims, demands, losses, or liabilities and all costs and expenses, including, without limitation, attorney's fees, of any kind, that may arise as a result of its offering the Program(s) for acceptance by IDFA, or out of IDFA's acceptance of such Program(s) toward an individual's completion of IDFA's certification requirements or out of Sponsor's breach of this Agreement, negligence, or misconduct.

XIII. TERMINATION BY IDFA

This Agreement may be terminated by IDFA if IDFA, in its sole discretion, determines that Sponsor at any time fails to comply with any provision of the Guidelines or this Agreement. In the event the Sponsor performs any act which reflects unfavorably upon IDFA, or jeopardizes the Marks, in the sole and absolute discretion of IDFA, IDFA 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) IDFA shall remove Sponsor's name and/or Program(s) from IDFA'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 IDFA may take with respect to misuse of the Marks, including the infringement of any IDFA trademark.

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

XIV. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party. Fees paid by Sponsor are not refundable.

XV. SALE OF PROGRAM

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 IDFA-Registered CE Sponsor by completing a Continuing Education Sponsor Registration Agreement and submitting the required fees to IDFA. The selling/loaning Sponsor must provide written notification to the third party that registration with IDFA and adherence to its requirements is required prior to the presentation of materials. The selling/loaning Sponsor must also provide IDFA with timely written notification of the transaction and the name, address, and telephone number of the third party.

XVI. MISCELLANEOUS TERMS

Sponsor understands and agrees as follows:

1. This Agreement is governed and construed in accordance with the laws of the United States and the STATE without reference to choice of law provisions. The parties hereto agree and stipulate that this Agreement shall be deemed to have been entered into by both parties in the STATE. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in either the local or federal courts of the STATE, and the parties hereto consent to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue.

EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

If any part of any provision of this Agreement 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 this Agreement.

In the event of a breach by Sponsor of the provisions of this Agreement, IDFA shall be entitled to recover against Sponsor all attorney's fees and costs, including expert witness fees or expenses, incurred by IDFA in the prosecution of any claim against Sponsor arising out of Sponsor's breach of this Agreement.

2. This Agreement will be binding on Sponsor, its survivors, and assignees. However, Sponsor understands that it may not assign its rights under this Agreement or delegate or subcontract its duties under this Agreement without the express written consent of IDFA. Sponsor understands and agrees that any attempted or purported transfer in violation of the foregoing shall be null and void and without affect.
3. With the exception of any applicable sub-agreements hereto, this Agreement embodies all of the terms and conditions of the agreement between Sponsor and IDFA 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.
4. The waiver by IDFA 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 IDFA 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 writing signed on behalf of both parties by their duly authorized representatives.

5. Sponsor agrees not to represent itself to be, an agent, employee, partner, or joint venture of IDFA, nor transact any business on IDFA's behalf, nor in any form make promises, representations, or warranties that incur any liability for or on behalf of IDFA.

The undersigned, an authorized representative of Sponsor, understands and agrees that Sponsor's failure to comply with any or all of this Agreement and/or failure to meet acceptable standards in its Programs, as determined by IDFA, may result in termination of its sponsorship and/or of acceptance of its Program(s) and that notice of such termination may be given by IDFA to all CDFA® certificants. Sponsor hereby agrees to comply with all of the foregoing terms and conditions.

Printed Name

Company Name

Title

Signature

Date