

## DECLARATION AND CERTIFICATION AGREEMENT

### 1. CERTIFICATION AGREEMENT

a. I understand that FPAS issues to me a certification to use the marks AFP<sup>CM</sup>/AWP<sup>CM</sup> and ASSOCIATE FINANCIAL PLANNER/ASSOCIATE WEALTH PLANNER. I further understand that such certification is limited to the fixed period of time indicated on any certification issued to me. At the end of such period, if the certification is not renewed, the certification expires and any right to use the marks will terminate upon expiration of said certification. If I fail to comply with re-certification requirements, I agree to cease use of the marks immediately. I understand that FPAS may relinquish any rights I may have in the use of their marks if I fail to maintain current certification status.

b. I have read and understand FPAS' *Professional Standards and Code of Ethics* as well as the *Disciplinary Regulations*. I acknowledge that the *Code of Ethics* requires compliance with all rules and policies of FPAS which includes, but is not limited to, Practice Standards and the *Marks Use Guide*. I agree to adhere to the provisions of those documents as they presently exist and as they may be amended from time to time.

c. I further understand and agree that FPAS has the absolute and unrestricted right to revoke the rights I may have to use its marks AFP<sup>CM</sup>/AWP<sup>CM</sup> and ASSOCIATE FINANCIAL PLANNER/ASSOCIATE WEALTH PLANNER.

d. I hereby agree to pay the annual certification fee and fulfill the minimum Continuing Professional Development (CPD) requirements as required by FPAS in order to renew the certification.

e. In consideration of the certification to be granted to me, I further agree that neither FPAS nor its directors, officers, employees and other acting on its behalf shall be liable to me for actions taken or omitted to be taken, in an official capacity or in the scope of employment, except to the extent such actions or omissions constitute willful misconduct or gross negligence, and I hereby release FPAS and the other persons identified above from an liability for any such actions or omissions.

f. I agree that I shall promptly report to FPAS the particulars of any use by any person of any certification name or certification mark or set up which might amount to infringement of the marks AFP<sup>CM</sup>/AWP<sup>CM</sup> and ASSOCIATE FINANCIAL PLANNER/ASSOCIATE WEALTH PLANNER to unfair competition or passing off or any claim by any third party that the CFP Marks are invalid or infringe the rights of any person or are open to any other form of attack and provide all necessary information and assistance if FPAS decides that proceedings should be commenced or defended.

g. I agree to compensate FPAS in full on demand for:  
(i) all claims made by third parties alleging losses or injury as a result of any wrongly or unauthorized use by me of the Certification Marks; and  
(ii) all other losses or expenses suffered by it as of that use

unless and except to the extent that any loss, injury or expense arises solely as a result of any act or default on FPAS' part.

**DECLARATION**

I, \_\_\_\_\_, represent and warrant that the following representations are both accurate and truthful.

- h. I am not now, nor have I ever been, a defendant or respondent in any criminal, governmental or self-regulatory agency proceeding. True \_\_\_\_\_ False \_\_\_\_\_
- i. I am not now, nor have I ever been, the subject of a governmental or self-regulatory inquiry or investigation. True \_\_\_\_\_ False \_\_\_\_\_
- j. I am not now, nor have I ever been, a defendant in a civil action, which includes, but is not limited, to a lawsuit, arbitration, or mediation, relating to my professional or business conduct. True \_\_\_\_\_ False \_\_\_\_\_

I agree that if any of the above representations and warranties are breached, I will indemnify FPAS for all claims, proceedings, liabilities, or damages arising therefrom, direct or indirect.

**If any of the above statements were marked "false", I have set forth the principal facts relating to each incident on a separate attached sheet and included copies of appropriate documentation such as claims, complaints, answers, decisions, settlements, proof of fines, etc.**

**2. RECOMMENDATION FOR CERTIFICATION**

**Please supply the name, address, telephone number, and signature of a CFP® practitioner, CPA, licensed attorney or employer, who, to the best of her/his knowledge, can attest to your willingness to abide by the policies and procedures of the Financial Planning Association of Singapore (FPAS).**

**Particulars of Attestor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Numbers: \_\_\_\_\_ (Office Number) \_\_\_\_\_ (Mobile Phone Number)

Professional Designation – Please tick:

- CFP® (CFP Certification No. \_\_\_\_\_ )
- CPA
- Licensed Attorney
- Employer

I, \_\_\_\_\_ (Attestor), know of no reason why this candidate should not be granted the right to use the \*AFP<sup>CM</sup>/AWP<sup>CM</sup> certification marks and the marks \*AFP<sup>CM</sup> and AWP<sup>CM</sup>. (\*please indicate which certification/s mark)

\_\_\_\_\_  
Attestor's Signature

\_\_\_\_\_  
Date

I affirm that I have read carefully and voluntarily agree to the terms of the Certification Agreement. Further more, I declare that the representations contained in this Declaration are true and complete.

\_\_\_\_\_  
Candidate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
I/C or Passport number

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Address