

CWNP CONFIDENTIALITY AGREEMENT

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS CERTIFICATION AGREEMENT, PLEASE INDICATE THIS BY SELECTING THE “ACCEPT” BUTTON AT THE BOTTOM OF THIS AGREEMENT. SELECT “DECLINE” IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT ACCEPT THE TERMS OF THIS CERTIFICATION AGREEMENT YOU WILL NOT BE PERMITTED TO SIT FOR THE CERTIFICATION EXAM.

This CWNP Confidentiality Agreement (the “Agreement”) is entered into as of the date of your acceptance (the “Effective Date”) by and between you and the CWNP Program (“CWNP”).

In consideration of the mutual covenants and promises contained herein, you and CWNP agree as follows:

1 DEFINITIONS

1.1 “Certification(s)” means any in the set of professional certifications offered by CWNP.

1.2 “CWNP Certified” means an individual who has successfully met the requirements for certification as set forth in Section 2.

1.3 “Program(s)” means the Certification programs offered by CWNP under this Agreement.

2 CERTIFICATION

2.1 Certification Requirements. To become CWNP Certified, you must meet the minimum requirements of the relevant Program, including achieving passing scores on required examinations. If you meet these requirements you will receive a certificate from CWNP signifying your accomplishment. Program requirements, including pre-requisites for Certification, training recommendations, and testing, continuing education, candidate conduct policies, and recertification requirements, are available on the CWNP website at www.cwnp.com/certifications. CWNP reserves the right to change the Program without cause or notice. Such changes may include, without limitation: adding or deleting available Certifications and modifying certification requirements, recommended training courses, testing objectives, outlines and exams. You agree to meet the Program requirements, as changed, as a condition of obtaining and maintaining your Certification.

2.2 Certification Revocation. CWNP may at its sole discretion revoke any and all Certifications you may have earned, and permanently ban you from earning future Certifications, under any of the following circumstances:

- a) If you fail to comply with any continuing education or recertification requirements;
- b) If you breach any of the terms and conditions of this Agreement; or
- c) If CWNP determines, in its sole discretion, that you have undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Program.

2.3 Certification of Minors. If you are a minor, you must have this Agreement countersigned by your parent or legal guardian. You must deliver one copy of the original signed Agreement to CWNP

personally or by first class mail at the address provided below. Minors under the age of 13 are not eligible for Certification.

3 CONFIDENTIALITY AND INTELLECTUAL PROPERTY OWNERSHIP

3.1 Confidentiality. You agree that the contents of the exam are confidential and that the disclosure or illegal access of that information could compromise the integrity of the Program and of Certifications. CWNP makes exams available to you solely to test your knowledge of the exam subject matter for which you seek Certification. You are expressly prohibited from disclosing, publishing, reproducing, transmitting, or accessing any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication regarding or related to the exam (known collectively as "Proprietary Information"), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of CWNP. The access and use of "brain dumps" for the purpose use of increasing a candidate's score is prohibited. The methods by which CWNP, with the help of Prometric and VUE, determine if "brain dumps" are being used by examinees are not released.

3.2 Intellectual Property Ownership. CWNP retains all rights, title and interest in and to all Program and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by CWNP to you are expressly reserved to CWNP.

4 TERM AND TERMINATION

4.1 Term. The term of this Agreement is perpetual.

4.2 Termination for Convenience. Either you or CWNP may terminate this Agreement at anytime, with or without cause, upon thirty (30) days written notice to the other.

4.3 Termination By CWNP. CWNP may, in its sole discretion, terminate this Agreement at any time if you breach any of the material terms of this Agreement, or if you violate or fail to meet any Program requirements.

4.4 Notice. CWNP will provide you written notice of termination at your last known address. Termination shall be effective as of the date set forth in the notice. CWNP, without waiving its right to immediately terminate this Agreement, may provide you with thirty (30) days to correct any default. If CWNP permits such a cure period, your failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

4.5 Effect of Termination. Upon the termination of this Agreement, you shall immediately cease to represent yourself as CWNP Certified.

5 LIMITATION OF LIABILITY

IN NO EVENT SHALL CWNP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF CWNP HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

6 PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES

CWNP is a global company and may share your personal information with other CWNP offices or affiliates in the country in which you reside and in other countries. All parties with which CWNP shares your personal information are governed by this Agreement or are bound by appropriate confidentiality and data transfer agreements.

Your personal information is never shared outside CWNP without your permission, except under the following conditions:

CWNP often receives requests from third parties, particularly employers, to verify an individual's Certification status. CWNP may, but has no obligation to, provide such information about your Certification status to others. In such situations, CWNP will provide the information in its possession and will depend on you to periodically verify that such information is correct. CWNP shall have no liability for providing incorrect information to third parties in response to a proper request to verify your Certification status.

7 ASSIGNMENTS

You may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

8 MISCELLANEOUS

8.1 Waiver and Modification. You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either of us to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and CWNP.

8.2 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

8.3 Survival. Sections 3 and 5 shall survive termination of this Agreement.

8.4 Controlling Law and Jurisdiction.

(a) If you reside in a country other than that is not a member of the European Union, this Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia and the United States, without regard to its conflicts of laws provisions. Unless otherwise waived by CWNP at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be the Superior Court of Georgia for the County of Fulton or the United States District Court for Georgia. Both you and CWNP submit to the exclusive

jurisdiction and venue of such courts for the purpose of any such action, and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between you and CWNP with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

8.6 Notices. All notices sent or required to be sent shall be in writing or by email to the other party at address for the other party set forth below, or such other address as is provided in writing or via email to the other. It shall be your sole responsibility to ensure that CWNP has a current address for you.

