DECLARATION AND AGREEMENT FORM For the Certified Wealth Preservation Planner (CWPPTM) Designation

1. DECLARATION

I, _____, declare under penalty of perjury that the following representations are both accurate and truthful.

a. I am not now, nor have I ever been, a defendant or respondent in any criminal, governmental, or self-regulatory agency proceeding.

True False

b. I am not now, nor have I ever been, the subject of a governmental or self-regulatory inquiry or investigation.

True False

c. 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_____

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

2. PRE-CERTIFICATION

a. It is understood that I am not bound by the WPI *Code of Ethics and Professional Responsibility* until such time as I pass both the multiple choice CWPPTM test and five-question essay test (although past acts of an advisor are grounds for not issuing the CWPPTM certification).

b. <u>Copyright Protection</u>—It is understood that the education modules of the CWPPTM certification course are copyright protected by The WPI. I agree not to "share" the information in any educational module from the CWPPTM course with other advisors without permission from The WPI.

"Share" shall be defined as giving to another individual a copy of the written material (including PDF versions of the material). It is understood by The WPI that material from the CWPPTM program will need to be shared with clients and other team advisors of the client. CWPPTM certified advisors simply need to notify The WPI at <u>info@thewpi.org</u> that information will be shared and list what material will be shared and why. The WPI shall have 48 hours to notify the advisor if the described sharing is not allowable. If no notification comes to the advisor, then the material in question can be shared.

I understand that a violation of this paragraph shall be grounds for revocation of my certification at the sole discretion of The WPI and can subject the advisor to any remedy at law for copyright protection.

3. RECOMMENDATION

Please supply the name, address, and telephone number of another professional of similar stature (attorney, CPA, accountant, EA, life insurance agent, financial planner (securities licensed)) who, to the best of her/his knowledge can **attest** to your willingness to abide by the policies and procedures of The Wealth Preservation Institute.

Name	Phone Number
City	E-mail Address
State and Zip Code	

Upon certification, the applicant and The Wealth Preservation Institute will be bound by the terms and conditions contained in this document.

3. TERMS AND CONDITIONS OF CERTIFICATION

a. I understand that permission to use the certification marks CWPPTM, Certified Wealth Preservation PlannerTM, is valid for a period of three years. At the end of such period, if the certification is not renewed, the certification expires and any right to use the marks will terminate.

If I fail to comply with requirements to renew my certification, I agree to cease use of the marks immediately. I understand that The Wealth Preservation Institute may relinquish any rights I may have in the use of its marks if I fail to maintain a current certification status.

b. I have read and understand The WPI *Code of Ethics and Professional Responsibility*. 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 the WPI has the absolute and unrestricted right to revoke any rights I may have to use its marks, CWPPTM, Certified Wealth Preservation Planner if it finds that I have failed to comply with *Code of Ethics and Professional Responsibility*,

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

e. I affirm that I have read carefully and understand the items set forth in this statement, including the release of liability and the items in the preceding sections of this form. I further affirm that my statements (including attachments) are true and complete to the best of my knowledge and freely given.

f. I understand that there is a \$175 annual administration fee due to The WPI each year in order to keep the CWPP™ designation.

g. I understand that there are ongoing continuing education requirements of 24 hours every two years (which can be fulfilled from a number of educational source in addition to The WPI).

h. I understand that I must take a three-question essay test every three years to keep my certification.

Name of Applicant

Roccy DeFrancesco, JD, CWPPTM Founder, The WPI

Date:

Date:_____

Address

City, State, Zip