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You benefit from a discount for	☐ Young people (< 26 years, please attached a copy of your ID card)
	☐ Unemployed (please attached a copy of your ADEM affiliation or eq.)
	☐ Corporate member employee (Corp. name:)
	☐ Other (please justify:)

## **Payment**

I pay my annual subscription fee by transfer. My transfer will be made on the day of signing this contract to validate my registration. This registration will only be formally validated upon receipt of the transfer justifying payment for the final exam.

I will send my payment by transfer to the following account:

IBAN	LU89 0019 5755 9534 9000
BIC	BCEELULL
Account Holder	EFPA Luxembourg
Address	11, rue Beaumont
	L-1219 Luxembourg

With the following mention: First name – Last name – Name of certification

After administrative processing, my registration will be confirmed to me by e-mail and an invoice will be sent to me.



### **Signature**

By signing this contract:

I accept the general conditions and terms of this contract and the collection of personal data. I acknowledge having read the specific rules for the CPD program of EFPA Luxembourg, attached in appendix 1, and I agree to respect these rules and therefore the code of ethics of EFPA Europe.

In particular, I undertake to collect the number of points required by my level of certification in order to maintain this certification.

I undertake to send to EFPA Luxembourg all the supporting documents for my participation in the various training programs or events allowing me to fulfill my obligations in terms of the continuing training program.

I authorize EFPA Luxembourg to collect and store my personal data. These will only be intended for internal processing and will not be passed on to third parties, with the exception of EFPA Europe. I understand that EFPA Luxembourg may communicate about my data with EFPA Europe. *Please see our privacy policy under the form.* 

I agree to be listed in the EFPA Europe Membership Directory.

I understand that my certification will be maintained as long as I will pay my annual subscription (EIA: 150€, ESG: 200€, EIP: 200€, EFA: 250€, EFP: 300€) and as long as I improve my skills through a continuous development program.



# Appendix 1 Continuous professional development programme

#### As mentioned in the EFPA code of ethics:

"Financial advisers shall take concrete steps to strive continuously to maintain and improve their professional competence."

To allow each professional to maintain and improve his/her competences, EFPA Luxembourg recognizes different continuous professional development programs (CPD).

#### 1. Program rules

Upon the award of the certificate, EFPA certificate holder is obligated to join the CPD validated by the SQC of EFPA Luxembourg.

To validate his/her participation, EFPA certificate holder will sign a register (physically or digitally) or justify his/her participation to the events validated by the SQC of EFPA Luxembourg.

Entering the program requires acceptance of these Rules and submission of a Declaration of Participation to EFPA Luxembourg by mail, fax or e-mail.

EFPA certificate holder can justify his/her professional development through a variety of activities which are defined in the table of qualified activities, presented below. The program accepts many activities, while setting different weights and a maximum limit of points that can be declared under each activity. This is to promote a variety of development activities for each EFPA certificate holder.

EFPA certificate holder is required to report every year:

For EFPA EFP	15 CPD points (15 CPD sessions offered by EFPA Luxembourg every year),
For EFPA EFA	12 CPD points (12 CPD sessions offered by EFPA Luxembourg every year),
For EFPA EIP	9 CPD points (9 CPD sessions offered by EFPA Luxembourg every year),
For EFPA EIA	6 CPD points (6 CPD sessions offered by EFPA Luxembourg every year),
For EFPA ESG	3 CPD points (9 CPD sessions offered by EFPA Luxembourg every year).

After meeting his/her CPD requirements, the EFPA certificate holder reports his/her activities in the CPD to EFPA Luxembourg by mail, fax or e-mail, with required supporting documents. The documents are due by 31st of December each year. The persons who received EFPA certificate before the end of May, are required to fulfil the full requirement in a given year. The persons who received EFPA certificate after May have until the end of December the next year to fulfil the requirement.

EFPA Luxembourg verifies the reports and confirms the compliance of the participation of each EFPA certificate holder with the certification requirement.



#### 2. CPD activities

Each activity should be validated by the EFPA Luxembourg SQC.

- Specialized courses (in-class or e-learning) related to financial planning with a profile which is consistent with the career that the candidate pursues and validated by the SQC.

1 training hour: 1 CPD point

Document requirement: Participation confirmation

Min./Max. CPD points: 0 / 15

- Long term professional program, postgraduate studies, without exam.

1 training hour: 0.5 CPD point

Document requirement: Participation confirmation

Min./Max. CPD points: 0 / 15

Long term professional program (post graduate studies or MBA) with a profile which is consistent
with the career that the candidate pursues, completed with exam.

1 training hour: 1 CPD point

Document requirement: Diploma, certificate

Min./Max. CPD points: 0 / 15

- In-house courses of a development character accepted by the SQC.

1 training hour: 0.5 CPD point

Document requirement: Participation confirmation by supervisor

Min./Max. CPD points: 0 / 15

- Participation in specialized conferences, executive seminars etc., with a profile which is consistent with the career that the candidate pursues.

1 training hour: 0.5 CPD point

Document requirement: Participation confirmation

Min./Max. CPD points: 0 / 15

- Role of speaker delivering a training, a presentation for a conference related to the area of professional specialization and experience

1 training hour: 2 CPD points

Document requirement: Participation confirmation

Min./Max. CPD points: 0 / 15

#### 3. CPD events

To allow each EFPA certificate holder to fulfill its obligations, the EFPA Luxembourg SQC has already validated different programs or events (non-exhaustive list):

- Session of CPD provided by EFPA Luxembourg, 24 sessions per year.
- Session of CPD provided by Febelfin Academy recognized by EFPA Luxembourg.
- Farad Financial Forum, annual event.
- Sgope and Truffle events, multiple events every year.
- Luxembourg for Finance events, multiple events every year.



#### GENERAL CONDITIONS

#### Article 1 - Scope of the conditions

These conditions apply to all certifications issued by the EFPA subject to specific conditions applicable to certain audiences, training or products, and excluding online sales.

#### Article 2 - The trainings

2.1 - The characteristics and descriptions of each training course and, where applicable, the administrative and educational conditions and the registration periods, are specified in the descriptive notices provided for each training. Make sure that the requirements to register are met. Any file received by the EFPA after the registration deadline when it is scheduled for certification cannot be taken into account and will be returned. Any request that does not comply with administrative or educational conditions may be refused by the EFPA. Your registration for EFPA certification is strictly personal to you. Any transfer of registration for the benefit of a third party or provision of course materials, for any reason (free or expensive), is strictly prohibited.

2.2 - EFPA is a certification center and not a training center, it is not competent to deliver trainings. To execute trainings, EFPA has developed partnership with other organizations for the training courses. Specific terms and conditions may appear in the description of the training concerned. Where applicable, these specific terms will be added to these general terms and conditions. In addition, when registration with a partner organization is necessary, along with that carried out with the EFPA, it will be carried out according to the procedures specific to that organization.

#### Article 3 - Registration process

Any choice of training and registration session is final and cannot give rise to a change in training or postponement of registration.

#### 3.1 - Initial certification

To register, send us the registration form (valid as a contract), duly completed, dated, signed and accompanied by your payment. The effective date of registration is that of the signing of the registration form, subject to meeting the educational and administrative conditions. Following receipt of your registration form by the EFPA, a registration certificate, the first educational documents and / or the access code to your online training courses will be sent to you, in accordance with the training calendar appearing in the notice descriptive. As part of this registration you benefit from the provisions of Article 9 below.

#### 3.2 - Professional ongoing education

For any training request, you must complete and return the registration form and the specific documents need by the external organization. Amounts will be covered by your employer or yourself. Upon receipt of the registration form, the EFPA sends the first educational documents and / or the access code to online training, in accordance with the training calendars appearing in the descriptive notices attached to the registration file, if applicable.

#### 3.3 - Registration for exams

Your registration for the exam will be done automatically with your inscription to the training. However, you will need to confirm your inscription with the payment for the final examination.

#### Article 4 - Financial arrangements

4.1 - The applicable prices are those specified in the notice in force at the time of your registration. All our prices are in euros, carriage paid and net of tax. Our prices do not include:

- the cost of purchasing educational supplies complementary to the training (books, CD-ROMs, etc.). The optional or compulsory nature of these supplies is indicated in the description of each training course.
- the additional costs necessary for access to services (telephone, travel to support services in attendance and groupings, internet connections, etc.),
- fees for competitive examinations, payable to the EFPA.
- any customs charges or local taxes are your responsibility. We are not required to check and inform you of applicable customs duties and taxes It is your responsibility to find out from the competent local authorities about the possible existence of such costs.

#### 4.2 - Payment methods accepted

The payment methods accepted will depend of the external organization chosen, see the specific condition of the external organization.

For the final examination, EFPA will accept transfer payment. The payment should be done before the examination to validate your inscription.

In case where EFPA will recovered the training fees for the external organization, EFPA will accept transfer payment(s). The first payment should be done before the start of the training to validate your inscription.

In the event of non-payment, the amounts remaining due become immediately payable, the EFPA reserving the right to recover the amounts due by the legal means in force and to suspend the progress of your training. Any unpaid, any presentation of payment rejected by the customer's bankwill give rise to a penalty for administrative fees equal to 10% of the amount of the sums due.

#### Article 5 - Methods and delivery times of educational materials

- 5.1 Expeditions training courses comprising physical media may give rise to one or more separate shipments. Delivery of the package(s) is made to the address indicated on the registration form. Depending on the situation, shipments may be made as tracked shipments. The choice of postal operator is up to EFPA. In any event, for any registration made from the start date of the training, the average shipping times for the 1st package from the registration date are:
- For shipments to mainland Luxembourg: 15 open
- For other destinations: 30 working days. Delivery times cannot be guaranteed in the event of force majeure, in particular in the event of a strike, as defined by case law.

#### 5.2 - Re-shipment

In the event of error, fault or negligence on your part requiring the EFPA to reship one or more packages to you (change of address not communicated to the EFPA, package not claimed at the Post Office and returned to the EFPA...), the costs reshipping will be at your expense.

#### Article 6 - Online services

Notwithstanding the following provisions, any person who accesses EFPA services is subject to the general conditions of use of services. Also, accepting these conditions does not exempt you from submitting to the special conditions of use of the service concerned, particularly the condition of the external organization.

#### Accessibility of online services

External organizations strive, as far as possible, to keep their services permanently accessible 7 days a week, 24 hours a day, subject to maintenance and upkeep periods, server update operations and of their possible exceptional interruptions.

#### Technical prerequisites

Access to a service is carried out directly from a computer connected to the Internet from the dedicated site, the address of which will be communicated to you following your registration. It is your responsibility to ensure the technical prerequisites necessary for the proper functioning of the service (browser version, versions of any Flash Player type plugins, acceptance of cookies, etc.). Use of services

Notwithstanding any additional obligation appearing in the special conditions of use of a service, you agree to:

- not to use the services for illegal purposes,
- not to make commercial use of the information, services and content provided.

Client will not upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service, modify, disassemble, decompile or reverse engineer the Service, probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service, take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Service, copy or reproduce the Service, access or use any other clients' or their users' data through the Service, maliciously reduce or impair the accessibility of the Service, use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

The non-exclusive authorization to access the online training services granted is strictly private and may not under any circumstances be transferred or provided against payment or free of charge to a third party in any form whatsoever. You are also prohibited from setting up any computer or electronic process allowing third parties to access the service from a computer connected to the site.

The EFPA reserves the right to suspend access to the service in the event of:

- acts that contravene the provisions of the Intellectual Property Code,
- breach of any of the obligations incumbent on you under these general conditions.



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In these two cases, the suspension of access to the service cannot give rise to a request for reimbursement or compensation.

Site operation - responsibility

Given the multiplicity of factors and service providers involved on Internet, the EFPA cannot guarantee permanent and continuous accessibility to websites used for trainings. Thus, it cannot be held responsible for temporary interruptions of access to online training websites, the reliability of data transmissions on sites, access times as well as any other specific technical aspect related to the Internet.

In particular, it cannot be held responsible, both for any breakdowns and consequences linked to maintenance interventions necessary for the proper functioning of the websites, and for technical problems independent of its services, such as communication problems due to your supplier for internet access or any dysfunction linked to the nature of the internet or to a case of force majeure. In addition, you are solely responsible for the consequences of your traffic within the pages of the sites, and more generally during the transmission of the files and computer programs that make up the sites on your reception equipment. In particular, it is your responsibility to keep your virus protection up to date, as well as the version of your web browser. The EFPA cannot be held responsible for the possible transmission of viruses through the sites The EFPA declines all responsibility for any intrusion into its computer systems or computer systems of external organizations and for any looting of any data that may result therefrom. However, the EFPA implements useful means to prevent illicit intrusions The EFPA can in no way be responsible and required to repair any indirect damage suffered during the use of the service such as operating loss loss of profit, loss of opportunity, damage or fees.

#### Article 7 - Intellectual property - Copyright

The educational tools made available to you are protected by law and by current and future international conventions relating to intellectual property, whatever their medium (paper, CD-ROM, phonogram, videogram, website). The provision of such toolsdoes not transfer any intellectual property rights to your benefit. You only have a right of personal use.

Also, unless expressly authorized by the EFPA or the rights holders, and subject to legal exceptions, you are prohibited from any use, in particular any reproduction, representation, adaptation, communication to the public, making available to the public, in whole or in part, under any form and by any process whatsoever and, in general, any use other than training monitoring.

Any resale is prohibited. Any total or partial reproduction, modification or use of trademarks, or, more generally, any infringement of other intellectual property rights attached to the services, for any reason and on any medium whatsoever, without the express prior consent of the rightsholder.

#### Article 8 - Protection of personal data

The information collected is subject to automated processing The underlying logic of these automated decisions is as follows: information can only concern people holding particular certifications or following particular continuing training courses. The importance and expected consequences of this processing for the data subject are as follows: the

data subject will receive the information useful for the certification(s) they wish to follow as well as for maintaining this/these certification(s).

Processing is based on the consent of the data subject (Article 6 (1) (a) of the GDPR) and is necessary for the purposes of the legitimate interests which we pursue, consisting in improving our communication and avoiding directing inappropriate communications (Article 6 (1) (f) GDPR). The request for data is of a contractual nature. The data subject is not required to provide this data and can object to its processing at any time. If the data subject does not provide the data or withdraw their consent to the data processing, they will not be able to receive appropriate communications.

You have a right of access to information concerning you and a right of rectification which can be exercised with the EFPA, GDPR Claim, 9, rue Schiller L-2519 Luxembourg.

Commercial information emails allowing you to learn

Commercial information emails allowing you to leam more about EFPA services may be sent to you. You can ask to no longer receive e-mails from the EFPA at any time by clicking on the link provided for this purpose and inserted at the footer of each of these e-mails. Any other use of personal data is subject to your express prior consent.

## Article 9 - Withdrawal - Early termination - Force majeure

If you are registered to a training under Artide 3, you can interrupt your training at any time under the conditions and according to the procedures defined the external organization. In case of absence of procedure, the procedure defined below will be applied.

#### 9.1 - Under the withdrawal

You have a period of ten calendar days from the date of signing your registration form to withdraw by registered letter with acknowledgment of receipt. The withdrawalletter must be sent to the EFPA and to the external organization, which monitors your training. The teaching aids must be returned with your withdrawal request, at your expense, in their original state and complete (packaging, accessories, etc.). If you make use of your right of withdrawal no sum will be due. Reimbursement of sums already paid will be made within 30 days of the date of dispatch of the withdrawal request and of the package(s) received (the postmark being taken as proof).

When your training is available online, no withdrawal request will be taken into account once you have logged into the online services platform for your training.

#### 9.2 - Under the early termination of training

If you wish to interrupt your training before its end date, your request for early termination must be sent by registered mail with acknowledgment of receipt to the EFPA and external organization which monitors your training. Any request for early termination can only concern the entire training followed. The other optional services (groupings, support services) cannot be the subject of a request for early termination regardless of the training.

In addition, with regard to the flexibility in the organization and follow-up of distance training, you may need to complete your training within shorter deadlines than those estimated by the EFPA and the

possible provisional training schedule. In this event, you may be asked for a sum greater than the thresholds set in relation to the number of homework that you have actually returned for correction. For example, if you complete all of the duties provided for under your training during the first month of training, the full registration fee will be due notwithstanding your request for early termination. 9.2.1 - Training for which the normal duration is

greater than four months
If your request for early termination is accepted, you

will be responsible for:
- 65% of the total amount due for any interruption occurring within 30 calendar days from the expiry of the withdrawal period mentioned in 9.1 above (i.e. a

refund of 35% of the total amount due),
- 80% of the total amount due for any interruption occurring within 60 calendar days following the expiration of the 30-day period above (i.e. a refund of 20% of the total amount due).

- Beyond 90 calendar days following the expiration of the withdrawal period mentioned in 9.1 above, the full amount is due (ie no refund).

9.2.2 - Training for which the displayed duration is less than or equal to four months

In this case, you will definitely be responsible for:

- 65% of the total amount due for any interruption occurring within 15 clear daysfrom the expiry of the withdrawal period mentioned in 9.1 of the general conditions for the delivery of training,
- 80% of the total amount due for any interruption occurring within 15 days of the expiration of the above 15-day period,
- Beyond that, the full amount is due.

#### 9.3 - Under force majeure

If as a result of a duly recognized case of force majeure (event comprising all of the following characteristics: irresistible, unpredictable, and external, within the meaning of Article of the Civil Code and its interpretation by case law), you are prevented from following your training under Artide 3.2 above, you have the option of terminating your contract by registered letter with acknowledgment of receipt sent to the EFPA and external organization which monitors your training. In this case, only the services actually provided will be remunerated in due proportion to their value provided for in the contract.

#### Article 10 - Claim

Any complaint concerning your training should be sent to the EFPA, Training Claim, 9, rue Schiller L-2519 Luxembourg.

In all cases, EFPA's liability under this agreement will not exceed the fees paid by Client under this agreement during the 12 months preceding the date upon which the related claim arose.

#### Article 11 - No waiver

The fact that the EFPA does not take advantage of a failure of the purchaser or the registrant to any of the obligations referred to in these general conditions, cannot be interpreted for the future as a waiver of the any of the rights which it holds.

Article 12 - Applicable law and jurisdiction



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These conditions are subject to Luxembourg law. Any dispute falls under the exclusive jurisdiction of the Court of Luxembourg.

#### Special conditions of sale applicable to selfstudy products ordered when registering for training

These conditions supplement the general conditions for delivering training. All of the provisions below, which derogate from the general conditions, replace them. These provisions are not intended to apply to orders made online for which specific conditions are provided.

#### 1. - Price

The prices are indicated in euros and are net of taxes. They can be changed at any time without notice. All orders are invoiced in euros and paid in euros. Payment of the full price is to be paid when ordering and in a single payment. All orders are carriage paid. However, for any delivery outside Luxembourg, any customs charges or local taxes remain the responsibility of the recipient who is solely responsible for them. It is their responsibility to check with local authorities about the possible existence of such costs.

#### 2. - Order taking and validation

The signing of the registration file constitutes acceptance of these conditions.

#### 3. - Payment method

The payment for self-training products is made with the payment of your training according to the provisions of article 4.2 of the general conditions of delivery of training.

## 4. - Self-study products other than online products: delivery methods and times

The product(s) is (are) shipped at the latest with the educational materials for your training.

4.1. - Delivery methods and times

All deliveries are made according to the conditions provided for in Article 5 of the General Conditions for the delivery of training courses entitled "Methods and times for delivery of educational materials".

4.2. - Unavailability of products

In the event of definitive unavailability of the product ordered, the EFPA may offer the registrant a product of equivalent or higher quality at the same price, or will refund it.

4.3. - Transfer of ownership - Transfer of risk

The transfer of ownership of the products to the benefit of the registrant will only take place after full payment of the price by the latter, regardless of the delivery date of said products.

On the other hand, the transfer of the risks of loss and deterioration of the products will be carried out upon receipt of said products by the registrant.

#### 5. - Online products: terms of access

Each product ordered online is strictly personal and is only valid for one registrant. It cannot be resold or transferred. Any other use is subject to the prior and express authorization of the EFPA. For each product ordered online, the registrant receives a registrant number or code. The subscriber creates his account for access to the dedicated website by connecting with this number or code, then assigning himself a password and a login. The procedures for connecting to the site and creating an account are specific to each online product and may vary from one product to another.

The registrant remains solely responsible for the use of his usernames and passwords. It is forbidden to communicate them to a third party. Access control to each dedicated site is carried out using the identifier / password pair created by the registrant.

#### 5.1. - Duration and renewal

The online products are accessible by the registrant for the period specified in the descriptive leaflet. This duration takes effect from the registration date indicated on the registration confirmation. Renewal is not automatic. It is the subject of a new order from the registrant and depends of the external organization conditions.

5.2. - Technical access to the service

These conditions are those appearing in Artide 6 of the general conditions for the delivery of training.

#### 6. - Right to retract

6.1. - Audiovisual and multimedia products

The registrant has a period of 7 clear days (the postmark being taken as proof), to return, at his expense, the products that do not suit him. This period starts from the day of their receipt by the registrant. If the deadline expires on a Saturday, Sunday, or a public holiday, it is extended until the next working day. Returns should be made to: EFPA, 9, rue Schiller L-2519 Luxembourg.

Return costs are the responsibility of the purchaser. Reimbursement (excluding return costs) is made within 30 days of the date on which the registrant sends his request for withdrawal (the postmark being taken as proof), accompanied by the returned package. Returned products must arrive in their original condition and complete (packaging, accessories, instructions, etc.), and accompanied by proof of purchase (dispatch slip). Items returned incomplete, spoiled, damaged or soiled by the registrant are not taken back and may not under any circumstances be refunded. The right of withdrawal cannot be exercised for audio or video recordings and computer software delivered sealed by the EFPA and which have been unsealed by the registrant.

#### 6.2. - Online Products

The registrant has a right of withdrawal which he cans exercise within 7 clear days from the date of

delivery of his registration number. If the deadline expires on a Saturday, Sunday, or a public holiday, it is extended until the next working day. This right of withdrawal is to be exercised with the EFPA, 9, rue Schiller L-2519 Luxembourg.

The refund will be made within 30 days of the date on which the purchaser sends his request for withdrawal (the postmark being taken as proof). However, the right of withdrawal cannot be exercised for online products that the registrant has started to use before the end of the 7-day period. Also, the right of withdrawal cannot be exercised once the registrant has logged in for the first time and identified with the dedicated site with the identifiers that the EFPA communicated to them following their registration.

## 7. - Audiovisual and multimedia products and self-study products other than online products: warranty and after-sales service

7.1. - Contractual warranty and warranty against hidden defects

Contractual guarantee

The purchaser benefits from a contractual guarantee against all defects that the product could present, for a period of 3 months. However, the contractual guarantee does not cover:

- failures related to non-compliance with the instructions for use, or abnormal use of the product as a result of negligence or fault on the part of the purchaser.
- damage resulting from a natural phenomenon or an accident (water damage, fire, etc.).
   Guarantee of hidden defects

The contractual guarantee is without prejudice to the legal guarantee against hidden defects provided for by the Civil Code. The EFPA therefore guarantees the purchaser against all the consequences of defects or hidden defects in the product sold and undertakes to replace it when the consumer demonstrates the existence of such a defect.

7.2. - Terms of warranty implementation - Product replacement

In the event of a product defect and implementation of the contractual guarantee or hidden defects, the EFPA will replace the product with an identical product within 30 clear days from the implementation of the guarantee and the return of the defective product. In the event of definitive unavailability of the replacement product, the provisions of Article 4.3 are fully applicable.

#### 8. - Claim - information

For any information, complaint or question relating to audiovisual and multimedia products offered by the EFPA, the registrant can write to EFPA, 9, rue Schiller L-2519 Luxembourg. Any complaint concerning an online product should be addressed to the contact details provided on the dedicated website ("contact" tab on the site).