



TRAINING CONTRACT

Revised March 20, 2023

READ, COMPLETE, SIGN, AND RETURN THIS CONTRACT.

I confirm that I am enrolling in a course, module, and/or examination that is delivered by the CPA Western School of Business on behalf of the provincial CPA body with which I am registered (collectively “the regional/provincial body”) and hereby agree to the following terms and conditions.

I acknowledge that the CPA Western School of Business is currently offering education developed by the Chartered Professional Accountants of Canada (“CPA Canada”).

CPA LEARNING MATERIALS

As the materials used in the Program (the “Materials”) are proprietary to CPA Canada and/or the Regional/Provincial/Territorial body, I agree to only use the module Materials as a Candidate/Student/Member in the Program and for no other purposes. I acknowledge that providing to other parties, including Candidates/Students/Members, learning partners, or third-party entities/providers, a copy of, or access to, such Materials is strictly prohibited and illegal, except for the purposes of receiving support in competency development areas from CPA tutors or mentors¹. Violating this clause may result in serious penalties, including, but not limited to, possible expulsion from the profession and legal action. Candidates/Students/Members must take reasonable precautions to ensure CPA tutor or mentor compliance with the spirit of this contract.

I agree to restrict my use of the Materials to Program tasks and activities. I understand that I may not use the Desire2Learn network (“D2L”) for anything other than Program tasks and activities. I will not use the Materials for any unauthorized or illegal purposes, to infringe the rights of a third party, or to interfere with or disrupt D2L. Such disruptions could include: distribution of unsolicited advertising or chain letters; defamatory, libellous or offending content (such as pornography or hate material); propagation of computer worms and viruses; and use of D2L to enter, or attempt to enter, another network machine to which I do not have authorized access.

I agree to not sell, rent, lease, lend or otherwise distribute the Materials or derivative works of the Materials on a standalone basis or as part of a collection, or as part of any product or service for resale, unless I have previously

¹ CPA tutors and mentors providing to other parties, including coworkers, a copy of, or access to, the Materials is strictly prohibited. The Materials may only be used by CPA tutors and mentors in the context of assisting the individual referenced in this contract.



specifically licensed such rights from the Regional/Provincial/Territorial body or CPA Canada or the owner of the applicable software product in accordance with the agreement relevant to that product.

PRIVACY

I consent to CPA Canada and/or the Regional/Provincial/Territorial body collecting, using and disclosing my personal information and my live or recorded image (collectively, the “Personal Information”) as reasonably required for the purposes of: (a) administering my candidacy or role as a Candidate/Student/Member, as applicable, in the Program; (b) from time to time implementing the requirements of the Program (for example, the disclosure, with my knowledge, of my live or recorded image to fellow Candidates/Students/Members, as filmed or recorded by me or my fellow Candidates/Students/Members in connection with performance and/or video projects required by a Program module); (c) with my knowledge, the performance of remote proctoring services by third parties contracted by CPA Canada and/or the Regional/Provincial/Territorial body (including the disclosure of proof of identification and recordings of examinations); and (d) conducting statistical analysis, on a de-identified basis, of Candidates/Students/Members in connection with their application to and participation in the Program (the “Purposes”).

My Personal Information will be made available to the authorized employees, contractors or agents of CPA Canada and/or the Regional/Provincial/Territorial body who need to access such Personal Information in connection with the Purposes. My Personal Information will be held primarily in an electronic database. I acknowledge that I have certain rights to access and rectify the Personal Information maintained by CPA Canada and/or the Regional/Provincial/Territorial body, and in order to exercise these rights, or if I have any questions, comments or concerns about this consent, I may contact the Regional/Provincial/Territorial body in which I am registered.

I additionally acknowledge and agree that: (a) from time to time in connection with the Program I may collect, use and disclose my fellow Candidates/Students/Members’ personal information, and similarly, my fellow Candidates/Students/Members may collect, use and disclose my Personal Information, in each case only with my and their knowledge and as reasonably required for the purpose of my and their participation in the Program (again, for example, in connection with the voluntary disclosure to fellow Candidates/Students/Members of one or more Candidates/Students/Members’ live or recorded image in connection with performance and/or video projects required by a Program module); and (b) I will not otherwise collect, use or disclose the personal information of my fellow Candidates/Students/Members without their prior consent.

DISCLAIMER

The computer, examination software, Materials, any related documentation, and any other goods or services made available by CPA Canada and the Regional/Provincial/Territorial body have been subject to review and testing for quality assurance. I understand that such testing is intended to reduce the risks involved in the usage of the computer, examination software, Materials, any related documentation, and any other goods or services but will not completely eliminate all of the risks. CPA Canada and the Regional/Provincial/Territorial body expressly disclaim any warranty or condition for the computer, examination software, Materials, any related documentation, or any



other goods or services made available to me. The computer, examination software, Materials, any related documentation, and any other goods or services made available to me are provided "as is" without warranty or condition of any kind, either express or implied, including, without limitation, the implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement. The entire risk arising from or in connection with the use or performance of the computer, examination software, Materials, any related documentation, and any other goods or services made available to me, as applicable, remains with myself as the Candidate/Student/Member of the Program.

Should any issue arise with respect to the performance of the computer, examination software, Materials, any related documentation, or other goods or services, I shall promptly bring the issue to the attention of CPA Canada or the Regional/Provincial/Territorial body, as applicable.

I will not, in any event, hold CPA Canada, the Regional/Provincial/Territorial body or any other of their respective suppliers liable for any damages whatsoever (including, without limitation, damages for loss of revenue or business profits, loss of reputation, business interruption, loss of business or Personal Information, or any other pecuniary loss or for any punitive, exemplary or aggravated damages) arising out of the use of, or inability to use, the computer, examination software, Materials, any related documentation, or any other goods or services made available to me, as applicable, by CPA Canada and/or the Regional/Provincial/Territorial body in connection with the Program, or any other damages related to a failure to perform under this contract, even if CPA Canada or the Regional/Provincial/Territorial body has been advised of the possibility of such damages. As some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation would not apply to Candidates/Students/Members in those regions.

I acknowledge that the examinations are reliant on technology (such as power, Wi-Fi, computer and software). I am also aware that any one of these technologies failing may result in the cancellation of the examination at any particular examination centre. In the event that an examination, excluding the Common Final Examination, is cancelled because of technology failure, the profession will make every reasonable effort to hold an additional examination writing within three weeks of the cancelled examination.

I further acknowledge that in any event neither CPA Canada nor any Regional/Provincial/Territorial body will be responsible for any failures or delays in performance by circumstances beyond their reasonable control, including, without limitation, due to acts of God, illness, sickness, virus or disease, utility failure, fire, acts of a common enemy, war, actual or threatened terrorism, sabotage, third party criminal acts, civil disturbance, or embargo.

OWNERSHIP OF MATERIALS

Candidates/Students/Members submit various Program assessments (for greater certainty, this includes all written materials and images) to CPA Canada and/or the Regional/Provincial/Territorial body (the "Submissions").

As the submitter of Submissions (the "Submitter"), I hereby grant CPA Canada and the Regional/Provincial/Territorial body the absolute right and permission and a royalty-free, non-exclusive, worldwide, unrestricted, irrevocable, sublicensable and transferable license to re-use, publish, display, produce, reproduce, modify, alter, edit, distribute, publish, transmit, broadcast or otherwise use and make available Submissions in whole or in part on any media



whether now known or hereinafter devised in perpetuity, for the purpose of conducting the Program and conducting the Program assessments, in each case without further compensation for or notice to myself and, in the case of visual submissions, including the live and recorded images of other individuals (including fellow Candidates/Students/Members (the “Subjects”), for and to such Subjects.

On behalf of myself and my successors I hereby: (a) expressly waive any moral rights in the Submissions; (b) both as the Submitter of my Submissions, and as the possible Subject of the submissions of other Candidates/Students/Members, expressly waive any rights that may exist regarding the Submissions, including the right to make any Submission Claim (as hereinafter defined); and (c) release and forever discharge CPA Canada, the Regional/Provincial/Territorial body, their affiliates, and each of their respective officers, directors, council/board members, employees, agents and representatives, and each other person, fund and entity related to any of the foregoing (including, without limitation, the Board of Examiners) of and from all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever (collectively the “Submission Claims”) which I may now or hereafter have in connection with the Submissions (including without limitation, in the case of any recordings, as a result of any visual or aural distortion, blurring or alteration, optical or electronic illusion, or use in composite form, either intentionally or otherwise, that may occur or be produced in the taking, processing or reproduction of any finished product).

CANDIDATE/STUDENT/MEMBER CONDUCT

I understand that becoming and being a Chartered Professional Accountant (“CPA”) means being held to high standards of ethics and professional conduct as required by the profession’s National governing body or Regional/Provincial/Territorial body. Candidates/Students/Members who fail to abide by the standards of conduct expected of CPAs and Candidates/Students/Members set by the profession may be subject to penalties which include, but are not limited to, fines, costs, suspension and/or cancellation of the Candidate/Student/Member’s registration with the profession.

As a Candidate/Student/Member, I understand that it is my applicable Regional/Provincial/Territorial CPA body that sets the requirements of my CPA education, including my obligation to read, understand and adhere to the Rules of Professional Conduct and/or Code of Conduct (the “Code”)/ any Regional guides that my regulatory CPA body has implemented. While the Code implemented in each Regional/Provincial/Territorial body will differ in respect of the specific language used, the Code of each Regional/Provincial/Territorial body sets out the Candidate/Student/Members’ overarching obligations to act at all times with professionalism, integrity, due care, objectivity, professional competence and generally, in a manner that maintains the good reputation of the profession.

I acknowledge, understand, and agree that:

- I am expected to behave professionally throughout the Program. Professional conduct includes (but is not limited to): adhering to Regional/Provincial/Territorial codes of conduct/Regional guides, behaving ethically, demonstrating integrity and honesty, and exhibiting respect to others including all written and oral communication with candidates, students, members, facilitators, session leaders, educational staff and



National, Regional, Provincial/Territorial, administrative and contracted staff. Penalties for unprofessional conduct may result in disciplinary action by the Regions/Provinces/Territories.

- Any actual or attempted behaviour by a Candidate/Student/Member, or any assistance by a Candidate/Student/Member to others to engage in behaviour that has an adverse effect on another person or on the CPA profession. Examples of behaviours that may be subject to disciplinary action include but are not limited to the following:
 - o Plagiarism (academic)
 - o Plagiarism on practical experience reports
 - o Violation of examination rules
 - o Cheating (e.g. during examinations)
 - o Behavioural misconduct including harassment, sexual harassment, violence (threatened or otherwise), unwelcome vexations, disruptive behaviour, damage to property, unauthorized entry, providing false information or identification where authorized business or activities of the CPA Profession is being conducted or held, bringing any firearm(s), explosives, weapons or hazardous materials on to property being used for CPA activities or, misuse of technology.
- I have a responsibility to act professionally, and any unprofessional behaviour may result in disciplinary or legal actions by the national governing body, Regional/Provincial/Territorial body, including, but not limited to, my expulsion from the program or from the profession.
- Plagiarism is a breach of professional conduct. Plagiarism is theft, as it involves claiming the ideas or writings of another as one's own. Plagiarism is a serious offence that breaches a CPA's core values of integrity and professionalism.
- Plagiarism is not tolerated by the Regional/Provincial/Territorial body or by CPA Canada, and may result in severe disciplinary actions by any of these organizations.
- I am responsible for any files or templates that I produce or obtain as a result of working in the program. I will not lend or give these files or templates to any other candidate/student, prospective candidate/student, or to any other individual, learning partner, or third-party entities/providers.
- I may be held responsible if I participate in or enable another candidate's/student's plagiarism.
- I agree that:
 - o (a) I will give credit to the author or source of any materials that I have used during my research; and
 - o (b) I will provide only original Submissions (for greater certainty, including all written materials and images), to the Regional/Provincial/Territorial body and/or CPA Canada



I acknowledge that breach of (a) or (b) above may lead to me being subject to disciplinary actions or other legal action by the Regional/Provincial/Territorial body and/or CPA Canada, including, but not limited to, my expulsion from the Program or from the profession.

SOFTWARE

I acknowledge that all examination and other software, such as D2L, Knotia and other software, provided to me by CPA Canada or the Regional/Provincial/Territorial body ("Software") is solely for use in the Program.

Should I need to install Software, I understand that the Software is to be used solely as a resource tool for the Program, and not for any other purpose.

I will not copy or provide access to, nor permit to be copied, any Software that I have been provided.

CPA Canada and the Regional/Provincial/Territorial body realize that I may be using more than one computer or device during the course of my studies, and permit me to copy the Software onto more than one computer or device for the purpose of my participation in the Program.

Once I have completed my studies in the Program, I agree to uninstall the Software from all computers and devices onto which I have copied it.

I will not load the Software onto a workplace computer or device without the express permission of my employer. I am responsible for ensuring that I do not violate my employer's policies with respect to use of workplace computers and devices.

EXAMINATION SOFTWARE

The examination Software is designed to allow individuals to use computers for reference and calculation, and to input responses for electronic submission while effectively disabling all other functionality on the applicable computer. Responses may be encrypted and saved automatically.

I acknowledge that I am required to use a pre-determined PC-based laptop computer provided by the Regional/Provincial/Territorial body (the "Examination Computer") to write CPA examinations.

I acknowledge that, before writing the examination, I must review the applicable user information, which provides detailed instructions on the use of any necessary examination Software.

I will not hold CPA Canada, the Regional/Provincial/Territorial body or any other party liable if the examination is not recoverable for any reason.

In the unlikely event that I experience Software or hardware problems during an examination, I will advise the CPA Canada help desk (remote) or the examination supervisor (in person) immediately and take the steps prescribed to remedy the issue forthwith. In the event that the issue is not rectified, I will continue by completing my examination by hand. In extraordinary cases, I may be permitted to restart the examination and, may be allowed additional time



in which to do so. The examination supervisor, in consultation with the Regional/Provincial/Territorial body office, in their absolute discretion, will be responsible for determining the course of action should this occur and the amount of additional time that may be allocated to me to complete the examination.

I agree that any problems or difficulties that I encounter with the Examination Computer will not be grounds for appeal of my examination results to the Board of Examiners.

I agree that I will not attempt to modify the examination Software or to circumvent (including, without limitation, by modifying the Examination Computer) any of the processes or restrictions in the Software, and I will not permit any third party to do any of the foregoing.

I hereby release and agree that I will not bring any claim, including without limitation any alleged legally enforceable right, action, cause of action, counterclaim or demand for relief (each of which is referred to as a "Claim"), against CPA Canada, the Regional/Provincial/Territorial body, BTL Group Ltd., their affiliates, or any of their respective officers, directors, council members, employees, agents or representatives, or any other person, fund or entity related to any of the foregoing with regard to the provision or use of the Examination Computer, the examination Software, or any other goods or services made available by any of them, as applicable. For clarity, the Examination Computer, examination Software, or any other goods or services made available by any of them, as applicable, is not warranted to be error-free or available on an uninterrupted basis.

CPA CANADA EXAMINATION MATERIALS

CFE

I understand that all examination materials are the property of CPA Canada and are under the exclusive custody and control of CPA Canada. CPA Canada has the exclusive authority over examination materials to determine the content, use, retention, disposition and disclosure of this material. Candidates will not have access to their examination response, the examination marking keys or any other marking materials. The examination questions and marking guides will only be publicly available when published by CPA Canada.

I hereby agree that I will not:

- Obtain or use answers or information from, or give answers or information to, another candidate or person during the sitting of the examination;
- Refer to unauthorized material or use unauthorized equipment during the examination;
- Remove or attempt to remove any CPA Canada Examination materials, notes or any other items from the writing centre.

I further agree to report to CPA Canada any situations where there is a material risk of compromising the integrity of the examination.

I affirm that I have had the opportunity to read the *CPA Examination Regulations* and I agree to all of its terms and conditions.



In addition, I understand that failure to comply with this Policy Statement and Agreement will result in the invalidation of my results, and may result in my disqualification from future examinations, expulsion from the profession and possible legal action.



PEP, Prep, PDPA and CPARE

I understand that all examination materials are the property of CPA Canada and are under the exclusive custody and control of CPA Canada. CPA Canada has the exclusive authority over examination materials to determine the content, use, retention, disposition and disclosure of this material. Candidates do not have direct access to any examinations once they are written and will not, at any time, have access to the examination questions, examination marking keys or any other marking materials for a non-disclosed examination.

I hereby agree that I will maintain the confidentiality of the CPA Canada Examination. In addition, I agree that I will not:

- Divulge the specifics of any CPA Canada Examination question or answer under any circumstances;
- Obtain or use answers or information from, or give answers or information to, another candidate or person during the sitting of the examination;
- Refer to unauthorized material or use unauthorized equipment during the examination; or
- Remove or attempt to remove any CPA Canada Examination materials, notes, or any other items from the examination room.

I further agree to report to CPA Canada any situations where there is a material risk of compromising the integrity and confidentiality of the examination.

I affirm that I have had the opportunity to read the *CPA Examination Regulations* and I agree to all of its terms and conditions.

In addition, I understand that failure to comply with this Policy Statement and Agreement will result in the invalidation of my results, and may result in my disqualification from future examinations, expulsion from the profession, and possible legal action.

WAIVER

1. For the purpose of this Waiver, “CPA Entities” collectively means:

- The CPA Western School of Business (“CPAWSB”);
- Chartered Professional Accountants of Canada (“CPA Canada”), Chartered Professional Accountants of Alberta (also known as CPA Alberta) (“CPA Alberta”), Chartered Professional Accountants of British Columbia (also known as CPABC) (“CPABC”), Chartered Professional Accountants of Manitoba (also known as CPA Manitoba) (“CPA Manitoba”), Chartered Professional Accountants of the Northwest Territories and Nunavut (also known as CPA NWT/NU) (“CPA NWT/NU”), Chartered Professional Accountants of Saskatchewan (also known as CPA Saskatchewan) (“CPA Saskatchewan”), Chartered Professional Accountants of Yukon (“CPAY”); and
- each of their respective affiliates, council members, officers, directors, board members, employees, workers, volunteers, agents, members, representatives, successors or assigns, or any individuals or entities that the CPA Entities are responsible for at law.



2. By enrolling in the Chartered Professional Accountant's Professional Education Program Examination/Workshop, Preparatory Course Examination, the Common Final Examination, the Post-Designation Public Accounting Exam, or the Chartered Professional Accountants Reciprocity Exam (each, as applicable, the "Exam"), and attending at the Exam Centre to write the Exam, you acknowledge that you are aware of the risk that you may be exposed to or contract COVID-19 at the Exam, that the CPA Entities cannot guarantee you will not become infected with COVID-19 at the Exam, and that your exposure to or contraction of COVID-19 may result in serious illness, personal injury, disability or death. Notwithstanding the risks associated with COVID-19, you accept and assume all risks of personal injury, illness, disability or death arising from your attendance at the Exam, whether caused directly or indirectly by the negligence or gross negligence, breach of any statutory or other duty of care, by or on the part of the CPA Entities. You waive and release any and all claims which you, your heirs, executors, or assigns had, have or may in the future have against the CPA Entities, their affiliates, and each of their respective council members, officers, directors, board members, employees, workers, volunteers, agents, members, representatives, successors or assigns, or any individuals or entities that the CPA entities are responsible for at law, on account of injury, illness, disability or death, or loss arising out of or attributable, directly or indirectly, to your being at the Exam, due to any cause known or unknown including, without limitation, COVID-19. This waiver and release applies to any and all claims you, your heirs, executors, or assigns had, have, or may in the future have, including without limitation, any claims for negligence, breach of contract, or breach of any statutory or other duty of care on the part of the CPA Entities. I agree not to make or bring any such claim against the CPA Entities and forever release and discharge the CPA Entities from any and all liability with respect to such claims.

CONTRACT AGREEMENT

By clicking "I agree", I understand that failure to comply with this contract may result in, without limitation, the invalidation of my grades, disqualification from future examinations, expulsion from the Program and/or profession, and possible regulatory, disciplinary or legal action.

I have read and understood all of the above information and agree to be bound by these terms. I understand that this contract is valid for the entire duration of my participation in the Program. I further understand that there may be changes to Program policies and tools, and that I am responsible for ensuring that I am up-to-date on all changes that are published on "D2L" or by CPA Canada or the Regional/Provincial/Territorial body for Candidate/Student/Member reference.

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by, and construed in accordance with, the laws of the province or territory of the Regional/Provincial/Territorial body with which I am registered, and any dispute not resolved amicably or through the regulatory processes of such Regional/Provincial/Territorial body will be addressed by the exclusive jurisdiction of the Courts of such Province or Territory.