## TMAclub...

## General terms and conditions...

- 1. I agree to allow lenders to share quality information with TMA.
- 2. I confirm that [I am the principal/I have the principal's agreement] to register with TMA and the details stated on this form are accurate. I can confirm that I have read and agree to the Terms and Conditions.
- 3. The TMA Panel will be reviewed on a quarterly basis, with mortgage procuration fees paid being accessed and benchmarked against lending mortgage clubs upon this review. A copy of the latest fees payable to you under this agreement has been supplied.
- 4. Both parties agree to treat as confidential these terms and other such information as may be made available in connection with these terms. This clause shall continue in effect beyond the termination of this agreement.
- 5. TMA will not cross-sell other products unless both parties have come to prior services will not be granted, unless separately agreed.
- 6. Procuration fees will be released within 24 hours of receiving a completed express payment request form (subject to successful completion of the standard verification process by our finance team)
- 7. A TMA Key Account Manager will contact you on a regular basis and a formal review of the account will take place on a quarterly basis.
- 8. You will be notified separately of the official start date of this agreement.
- This arrangement will be reviewed in conjunction with your Key Account Manager on a regular basis, TMA reserves the right to withdraw this arrangement if agreed terms and minimum business volumes are not met.
- 10. You have never been convicted of a criminal offence.
- 11. You have never been subject to an investigation by a 3<sup>rd</sup> party.
- 12. You have never been subject to disciplinary action at any time by the FCA, employer, or any other professional body.

## Protection terms and conditions...

- TMA has negotiated and agreed enhanced commission rates and services with specific protection product providers as listed on the TMA website. <u>www.tmaclub.com</u> By joining the 'TMA Protection Panel' you will have access to the enhanced commissions and services for the named providers.
- 2. You agree that from the commencement and during the term of this agreement you will only be able to access the named providers products via the TMA Panel and not through any other agency agreement you may have.
- 3. You agreed that TMA may instruct the named providers to freeze any existing agencies for new business; however you will still be able to service such products under the old agency agreements.
- 4. Whilst you must endeavour to place your protection business through the TMA Exclusive Panel, you may when necessary in the best interests of your client or where the FCA handbook so requires, place business 'Off Panel' with alternative providers directly.
- 5. You agree that TMA may receive their share of the commission payment directly form the named providers; you pass on the right to receive such commission to us. Commission rates payable and the terms of the agencies can be found on the TMA website. <u>www.tmaclub.com</u> and are subject to change from time to time.
- 6. You agree that we may receive data (including commissions earnings data) from the named providers regarding business which you have transacted using the services.



- 7. You will remain responsible for clawback of your share of the commission under the terms of business held with the named providers.
- 8. TMA will remain responsible for their share of any clawback that may have become due under the term and conditions of the named providers.
- 9. TMA reserves the right to withdraw this agreement if persistency levels fall below 80%
- 10. Under this agreement TMA takes no liability for advice given in relation to these products and services now or at any time in the future.
- 11. TMA or the Directly Authorised Intermediary can terminate this agreement by giving 28 days written notice at any time.

TMA Club, 3700 Parkside, Birmingham Business Park, Solihull, West Midlands B37 7YT

https://www.tmaclub.com/

Registered Office: Newcastle House, Albany Court, Newcastle Business Park, Newcastle Upon Tyne, Tyne and Wear, NE4 7YB

TMA is a trading name of Advance Mortgage Funding Limited which is authorised and regulated by the Financial Conduct Authority, registration number 435779.