

The Adviser Alliance (Holdings) Ltd - Service Schedule

THE CLIENT

NAME OF FIRM

FCA NUMBER

ADDRESS OF FIRM:

MAIN CONTACT AT FIRM

EMAIL ADDRESS OF MAIN CONTACT

ADVISER NAMES AND EMAIL ADDRESSES

THE SERVICE

The Adviser Alliance (Holdings) Ltd (TAA) is a business designed to return value back to mortgage and insurance advisers through a suite of services which are paid for by advisers via a transparent fee.

The Service is provided in accordance with the attached The Adviser Alliance (Holdings) Ltd Terms and Conditions, which may be amended from time to time.

Many of these services will be delivered via third party businesses who TAA will appoint and manage. They may also be subject to separate agreements with those third parties.

The Service purchased is:

Access to the TAA Mortgage Club, which is subject to the separate Exclusive Connections Limited Terms of Business and approval of your application from Exclusive Connections Limited. TAA will oversee the profit share payment from Exclusive Connections Limited as detailed in the attached Exclusive Connections Limited Terms of Business.

COMMENCEMENT

The Service shall commence once the Charge is received and any application submitted has been approved and accepted. You will be notified of this by email.

THE CHARGE

The Charge for the Mortgage Club is £300 per mortgage adviser per six month period. The Charge is currently VAT exempt.

Signature below indicates agreement to all of the Terms and Conditions referenced above and attached.

Signed on behalf of the Client

Print name:

Signature:

Please email a signed and completed copy of this Service Schedule to support@adviser-alliance.co.uk

The Adviser Alliance (Holdings) Ltd – Terms and Conditions

1. DEFINITIONS

‘Approved Person’	shall be construed in accordance with its meaning in the FCA Rules.
‘The Charges’	means the fees payable to TAA as stated in the Service Schedule.
‘Client’	means the firm purchasing the Service as stated in the Service Schedule.
‘Customers’	means anyone who uses the Client’s services.
‘Data Protection Law’	means the obligations imposed under the Data Protection Act 1998
‘FCA’	means the Financial Conduct Authority or any regulatory body which supersedes it.
‘FCA Rules’	means the FCA Handbook of rules and guidance.
‘Intellectual Property Rights’	means patent rights, know-how, copyright (including rights in Software), trade marks and all documents, records, tapes, discs, diskettes and any other materials whatsoever containing copyright works, know-how or Software;
‘Professional Advisers’	means any third party instructed by the Client to provide legal, tax or accountancy services.
‘The Service’	means the list of services provided by TAA as detailed in the Service Schedule.
‘The Agreement’	means the Service Schedule and these Terms and Conditions.
‘Software’	any and all computer programs in both source and object code form, including all modules, routines and subroutines thereof and all source and other preparatory materials relating thereto, including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any manuals or other documentation relating thereto and computer generated works;

2. THE AGREEMENT

In consideration of the Charge, The Adviser Alliance (Holdings) Ltd (TAA) will provide the Client with the Service on the terms and conditions contained herein to the exclusion of all other terms and conditions (including any which the Client purports to apply under any of its own documentation).

3. COMMENCEMENT

The Service shall commence on the commencement date noted in the Service Schedule and shall remain in force until terminated in accordance with clause 6 of these Terms and Conditions.

4. OBLIGATIONS OF THE CLIENT

- 4.1** The Client has the sole responsibility for attending to the needs, requirements and obligations of its Customers.
- 4.2** The Client must at all times use the utmost good faith in its dealings with TAA and disclose to TAA all matters which would be reasonable for it to disclose in connection with the Agreement.
- 4.3** The Client must ensure that it obtains and retains any necessary licences and/or consents and complies with any Data Protection Law applicable to it.
- 4.4** The Client must notify TAA of any change in its company or trading name or registered office.
- 4.5** The Client must notify TAA immediately if its authorisation or if any Approved Person of the Client's authorisation is suspended or terminated by the FCA, or if it becomes aware of any such intention of the FCA.
- 4.6** The Client must notify TAA immediately in the event of any proposed disciplinary or enforcement action to be taken by the FCA against the Client or any of its Approved Persons.
- 4.7** The Client must not distribute, copy or provide for hire any material, documentation or Software provided by TAA, except with the express written permission of TAA. All such material, documentation and software, and all Intellectual Property Rights therein shall remain the sole property of TAA.

5. OBLIGATIONS OF TAA

- 5.1** TAA will provide the Service to the Client and warrants that it has the authority to enter into this Agreement.

6. TERMINATION OF THE AGREEMENT

- 6.1** Either party shall have the right to terminate the Agreement by serving on the other one months' prior written notice, but there will be no repayment of any Charges already paid as outlined in the Service Schedule.
- 6.2** Either party shall have the right to terminate the Agreement immediately by written notice in the event that:-
 - 6.2.1** the other party ceases to hold any regulatory approval required by law for the conduct of its business.
 - 6.2.2** there is a change in ownership of the other party or where the other party is a company there is a change of control (which shall be deemed to have occurred where more than 50% of the voting shares have been acquired either legally or beneficially by any person, firm or company other than any of the members of the party at the date of commencement of the Agreement);
 - 6.2.3** the other party commits a material breach of these Terms and Conditions and, if the breach is capable of remedy, fails to remedy it within 30 days after receipt of written notice giving particulars of the breach and requiring it to be remedied;
 - 6.2.4** an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;

- 6.2.5** the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 6.2.6** the other party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under these Terms and Conditions);
 - 6.2.7** the other party ceases, or threatens to cease, to carry on business;
 - 6.2.8** one party does or permits any act by which any of other party's Intellectual Property Rights may be prejudiced or put in jeopardy.
- 6.3** If TAA is forced to terminate the Agreement following the occurrence of one or more of the events set out in clause 6.2, the Client must immediately pay to TAA any Charges outstanding without deduction, setoff or counterclaim. This clause is without prejudice to any other rights and remedies available to TAA.
- 6.4** Where TAA provides a service which is paid for in arrears and that service has not been fully paid for at the date of termination, TAA reserves the right at its discretion to request payment for the outstanding amount subject to the provision of reasonable evidence of costs incurred and the outstanding amount payable.
- 6.5** A waiver by TAA of a breach of a provision of the Agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.
- 6.6** The rights to terminate the Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 6.7** On the termination of the Agreement for any reason, subject as otherwise provided in these Terms and Conditions and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Agreement.

7. FURTHER CONSEQUENCES OF TERMINATION

- 7.1** The Client must immediately pay all Charges outstanding at the termination of the Agreement, including any referred to in 6.4.
- 7.2** Within the UK for a period of 12 months after the termination of the Agreement the Client must not directly or indirectly:
- 7.2.1** operate or set up or be concerned with or involved in any business which combines one or any of the Services or activities delivered to the Client by TAA in a way which competes with the business of TAA; or
 - 7.2.2** solicit, canvass or induce away any client of TAA.

8. LIMITATION OF LIABILITY

- 8.1** The following provisions set out the entire financial liability of TAA (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- 8.1.1** any breach of the Agreement; and
 - 8.1.2** any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

- 8.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 8.3** Nothing in the Agreement excludes or limits the liability of TAA for death or personal injury caused by TAA's negligence or fraudulent misrepresentation.
- 8.4** Subject to Clauses 8.2 and 8.3:
- 8.4.1** TAA's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Service shall be limited to a sum equivalent to a total of six months Charges as specified within the Agreement; and
- 8.4.2** TAA shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Service.
- 8.5** The Client acknowledges that TAA has no liability for any decisions, acts or omissions resulting from the use of or interpretation of any advice, information or data supplied to the Client arising from the Client's use of the Service and the Client further acknowledges that TAA will not be liable to the Client or its customers for any failure to obtain appropriate advice for the Client's customers or for any loss of financial services business to the Client.
- 8.6** Neither party to the Agreement shall be deemed to be in breach of the Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under the Agreement resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees) insurrection or riots, embargoes or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an "Event of Force Majeure").
- 8.7** If a party's performance of its obligations under the Agreement is affected by an Event of Force Majeure, then it shall give written notice to the other party, specifying the nature and extent of the Event of Force Majeure, within seven days of becoming aware of the Event of Force Majeure.
- 8.8** If the Event of Force Majeure in question prevails for a continuous period in excess of three months after the date on which the Event of Force Majeure began, either party is then entitled to give notice in writing to the other to terminate the Agreement. The notice to terminate must specify the termination date, which must not be less than one month after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the Agreement will terminate on the termination date set out in the notice.

9. CHARGES

- 9.1** In consideration of TAA making available the Service the Client will pay to TAA the Charges without deduction, set-off or counterclaim as stated in the Service Schedule in advance in accordance with the relevant payment instructions issued.
- 9.2** If the Charges or any other sum payable under the Agreement are not paid on or before the due date, TAA shall be entitled, without prejudice to its other rights and remedies, to charge the Client interest on a day to day basis from the due date to the date of actual payment (both dates inclusive), on any overdue amounts under the Agreement at the rate of 5% per annum above the base rate from time to time of NatWest Bank plc.

9.3 The Charges payable under the Agreement are exclusive of value added tax (VAT) which shall be charged in addition if applicable. All assumptions regarding the applicability of VAT to services are based on our current understanding of HM Revenue & Customs practice which is subject to change in future.

9.4 The Charges payable under the Agreement may be changed subject to confirmation in writing.

10. CONFIDENTIALITY

10.1 Both parties agree that the content of the Agreement is completely confidential and that no copies should be given to any third party with the exception of their Professional Advisers.

10.2 Subject to Clause 10.3, each party undertakes to the other that it will not at any time hereafter use or divulge or communicate to any person other than its officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance, contractual arrangements or other dealings, transactions, affairs, methods or practices or property of the other party which may come to its knowledge through the dealings contemplated by the Agreement and it shall use all reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters and so that these obligations shall continue to apply after the termination of the Agreement without limit in point of time but shall cease to apply to information which shall come into the public domain other than by a breach of this Clause or which for any other reason, other than through the default of the relevant party, shall have ceased to be confidential. Each party shall also use all reasonable endeavours to procure that its officers, employees and agents observe a corresponding obligation of confidence to that set out herein.

10.3 The restrictions set out in this Clause 10 shall not apply to any disclosure of confidential information required by law or the FCA Rules or to disclosure of the fact that the Client is a client of TAA to any potential provider of products or services which may be relevant to the Client, and the Client hereby consents to such disclosure accordingly.

10.4 Each party agrees that it will not use any confidential information it receives from the other party to solicit any customer of such other party.

11. GENERAL

11.1 The relationship between TAA and the Client shall not be deemed to be that of Employer and Employee neither shall it be deemed to be that Principal and Agent. TAA shall not be responsible for, or bound by, the acts omissions or misrepresentations of the Client.

11.2 If any provision of the Agreement shall become or be deemed by a court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall not impair or affect any other provision or the remainder of any affected provisions at all of which shall remain in full force and effect.

11.3 Words importing the singular will include the plural and vice versa; words denoting persons will include bodies corporate and unincorporated associations of persons and vice versa.

11.4 The headings in the Agreement are for convenience only and do not affect its interpretation.

11.5 Reference to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

- 11.6** TAA shall be entitled to carry out its obligations under the Agreement through any agents or subcontractors appointed by it in its absolute discretion for that purpose.
- 11.7** The Client shall not be entitled to assign the Agreement or any part of it without the prior written consent of TAA.
- 11.8** Nothing in the Agreement shall create, or be deemed to create, a partnership between the parties.
- 11.9** The Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 11.10** The Client acknowledges that, in entering into the Agreement, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in the Agreement.
- 11.11** Any notice or other information required or authorised by the Agreement to be given by either party to the other may be given by hand or sent (by first class prepaid post, facsimile transmission or comparable means of communication) to the other party at the address referred to in the Agreement.
- 11.12** Any notice or other information given by post under Clause 11.11 which is not returned to the sender as undelivered shall be deemed to have been given on the next day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, and sent by first class, prepaid post, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.
- 11.13** Any notice or other information sent by facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of transmission.
- 11.14** The parties acknowledge that it is not their intention that any third party shall be entitled to enforce any term of the Agreement which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.15** The Client warrants its power to enter into the Agreement and that it has obtained all necessary approvals to do so.
- 11.16** The Agreement is governed by and should be interpreted in accordance with English Law and the Client agrees to submit to the non-exclusive jurisdiction of the English Courts.
- 11.17** The benefits of this agreement may only be extended to additional advisers of the Client, i.e. those not listed above, on receipt of written confirmation from TAA.

Exclusive Connections Limited Terms of Business

BETWEEN:

- A. **Exclusive Connections Limited** trading as Brilliant Solutions ("**Solutions**") of RVB House, New Mill Court, Swansea, SA7 9FG; **AND**
- B. **The Adviser Alliance (Holdings) Ltd** trading as The Adviser Alliance ("**TAA**") at the above address; **AND**
- C. The business and advisers ("**You**" "**Your**") named as The Client in the Service Schedule

For a period of six months from the date that the agreement has been signed by all parties (the "Term").

1. MORTGAGE CLUB SERVICES

- 1.1 Solutions provides these services, not TAA. Solutions is licenced by TAA to trade as TAA for the purposes of providing mortgage club services.
- 1.2 Services include lender access, product access, procurement fee payment as well as lender and payment query management and support. Furthermore, they include lender updates, industry updates and may include industry events.
- 1.3 Solutions is in no way engaged with or for Your client and is not in any way providing advice directly or indirectly to Your customer.
- 1.4 The level of services and the service standards will vary depending on whether the mortgage submission meets the TAA Qualifying Criteria (defined below).

2. TAA QUALIFYING CRITERIA

"TAA Qualifying Criteria" are defined as meeting all of the following:

- 2.1 The lender is, at the point of submission, on the TAA panel as disclosed on www.adviser-alliance.co.uk ("TAA Website").
- 2.2 You have not **requested** any service that is superior to the minimum TAA Service Standards as set out in clause 3 below.
- 2.3 You have an active and valid membership of TAA as set out in Your TAA PService Schedule cleared funds have been received to cover all sums due under that agreement.
- 2.4 You have signed and agreed to these Terms of Business and have been in receipt of a membership confirmation notification from Solutions.
- 2.5 You have selected the correct submission route when submitting the case to the relevant lender, shown as Brilliant Solutions/Mortgages, Brilliant, TAA, The Adviser Alliance or as otherwise advised via TAA Website. This will vary over time and by lender.
- 2.6 You comply with the terms and conditions of this Terms of Business.

3. TAA SERVICE STANDARDS

- 3.1 Solutions will respond to any placement enquiries within 48 hours (excluding weekends and bank holidays) of receipt but will endeavour to do so sooner.
- 3.2 Solutions will respond to any payment enquiries within 48 hours (excluding weekends and bank holidays) of receipt but will endeavour to do so sooner. In the event that the payment enquiry is reasonably considered urgent by Solutions then the matter will be prioritised.
- 3.3 Solutions will prioritise payment queries through its online payment query submission system over queries submitted through any other medium.
- 3.4 Solutions will pay You for all completions meeting the TAA Qualifying Criteria on a twice monthly basis.
- 3.5 These are the minimum service standard which are expected to be exceeded.

4. YOUR OBLIGATIONS

- 4.1 You hereby grant permission for any lender on the TAA Panel (as disclosed on the TAA Website) to share information with TAA and Solutions that may reasonably be considered to be relevant to your status as a TAA Member. In signing this Agreement you are making a declaration of authority permitting any such sensitive data to be shared for a period of up to 1 year from the date of this Agreement.
- 4.2 You will provide all information that may reasonably be requested on You and Your business as defined by Solutions. This may include, but may not be restricted to:
 - Evidence of Professional Indemnity Cover
 - Evidence of Regulatory Permissions
 - Disclosure of any pending or historic disciplinary actions from any regulators or providers
 - Details of your last compliance audit
 - Evidence of CPD
- 4.3 You will not withhold permission for the undertaking of any relevant third party references.
- 4.4 You permit Solutions to carry out any necessary checks on You to ensure You provide advice in accordance with the regulatory requirements at that time.

Communications

- 4.5 You will commit to opting in to any and all electronic communication from Solutions relating to mortgage club services.
- 4.6 You will commit to opting in to any and all electronic communication from any lender partners on the prevailing TAA lender panel as disclosed on the TAA Website.
- 4.7 You will commit to attending 3 TAA organised events during the course of an annual membership. There will be no charge for these events for attendees. This may include a remote or digital events programme.
- 4.8 You will provide us with accurate and up to date full contact details and will notify us of any changes.
- 4.9 You permit Solutions to share this information with all relevant lenders and the TAA.

Ongoing Compliance

- 4.10 You will need to hold and maintain the requisite regulatory and business permissions to advise on mortgages, this includes but is not restricted to FCA permissions. It includes but is not restricted to advice on FCA regulated mortgage contracts, together the "Relevant Permissions". Relevant Permissions will vary by product. You will provide Solutions with any requested evidence in relation to these Relevant Permissions and will notify Solutions in writing of any changes or suspensions to You or any advisers within your business, including any regulatory disciplinary action or enforcement.
- 4.11 You authorise Solutions to share any information that may be relevant to Your status as a member, or relevant to any payments due under this agreement, with any FCA authorised lender and with TAA for the period of 12 months from the date of this Agreement.
- 4.12 You authorise Solutions to share relevant information obtained during the Term of this Agreement with any FCA or PRA regulated third party, any regulator, any law enforcement agency for the purposes of market integrity.
- 4.13 Ensure that fully compliant disclosure is made to any and all clients in relation to any and all transactions completed under this Agreement.
- 4.14 Act in the spirit as well as full compliance with all relevant FCA regulations.
- 4.15 Provide true and accurate information at all times. Solutions and TAA in their sole discretion reserve the right to withdraw services without any refund being given and, due to current legislation, this may be with no explanation or justification.
- 4.16 You will not act as an agent of or hold yourself out as agents of or representatives of TAA or Solutions.

Payments

- 4.17 You will provide Solutions with the relevant bank account details for all payments under this Agreement.
- 4.18 You will notify Solutions in writing of any such changes and will comply with security checks as and when required by Solutions in order to ensure these changes are successfully implemented.
- 4.19 You will notify Solutions immediately of any payments received in error, any overpayments or underpayments. You will treat these as urgent and will immediately notify Solutions.

5. THE OBLIGATIONS OF SOLUTIONS

Solutions will:

- 5.1 Not cross sell any products or services whatsoever to Your clients.
- 5.2 Operate in a clear, fair and not misleading manner and in the spirit of the FCA rules and regulations in all of its actions with all parties, including You and TAA.
- 5.3 Provide regular communications.
- 5.4 Provide regular events including remote or digital events.
- 5.5 Pay procuration fees twice a month.
- 5.6 Pay a profit share once a month.
- 5.7 Operate within TAA Service Levels as a minimum service standard.
- 5.8 Consider and review all TAA member applications before approval.
- 5.9 Comply with the requirements of each and every lender on its panel.
- 5.10 Comply with the rules, guidelines and spirit of all relevant FCA regulations.
- 5.11 Notify each relevant lender of every new member as soon as it is provisionally approved. This will give each and every lender, further to the permissions granted in Section 4, the ability to notify Solutions of any previous disciplinary actions or panel removals.
- 5.12 Solutions will consider any information in 5.11 and, in accordance with 4.16 reserves the right to terminate this Agreement.
- 5.13 Solutions will re-issue the latest terms of business at the end of the Term of this Agreement and will require a new document to be signed and returned. Solutions will also re-perform all prevailing approval requirements.
- 5.14 Solutions will retain the prevailing requisite regulatory and business permissions to carry out its obligations under this Agreement.

6. THE OBLIGATIONS OF TAA

To protect the brand and values it stands for, TAA will:

- 6.1 Supervise the performance of Solutions with regard to all aspects of this agreement, including but not restricted to:
 - 6.1.1 TAA Service Standards
 - 6.1.2 The obligations of Solutions
 - 6.1.3 Your obligations
- 6.2 Oversee the spirit of Profit Share Payments.

7. FAILURE TO MEET TAA QUALIFYING CRITERIA

- 7.1 Any failure to meet the TAA Qualifying criteria shall result in the You not being included in any profit share calculation in any way whatsoever, even where business has been submitted and completed.

8 PROCURATION FEES & PROFIT SHARE

Payment

- 8.1 It is Your responsibility to ensure that the records held by Solutions in terms of payment records are fully up to date at all times. As a result, any payments made to any accounts which are no longer up to date, closed or have been based on incorrect details, insofar as they relate to errors by You or non-compliance with this agreement by You, shall be considered to have been paid in full, with no obligation for Solutions to reclaim these sums or repay You.
- 8.2 In the unlikely event that Your relevant permissions are withdrawn and that you involuntarily cease to retain the relevant permissions prevailing at the time, no commission or fees or other income will be payable to You.
- 8.3 Solutions reserves the right to offset any clawbacks or deductions from any commissions payable or due and may also demand repayment of any clawbacks or payment in error within 2 working days.
- 8.4 You are responsible for the return of any payments made to You by Solutions that are made in error, paid on cases which are then clawed back or are the result of fraudulent activity, cases or clients. You shall do so within 2 working days of being made aware of the issue.
- 8.5 All payments to You are gross with regards to any taxation and You are responsible for any relevant taxation payment.

Maximum Procurement Fee Commitment

- 8.6 Solutions will pay You the maximum permissible procurement fee (as stipulated by the relevant lender) and that this will be paid in one of two monthly payment runs. Neither TAA nor Solutions shall not be liable for the late payment of any procurement fee or Profit Share Payment.

Maximum Profit Share

- 8.7 You acknowledge that the sum retained by Solutions for the services within this contract will be allocated, in so far as each lender permits, to a profit share for payment at the end of each calendar month. This also includes elements of the subscription fee.
- 8.8 Solutions undertakes to maximise the sum payable in any one month to each and every member subject to the following variables and constraints:
 - 8.8.1 The sums permitted to be distributed under a profit share arrangement by each lender
 - 8.8.2 The number of paying subscribers and the prevailing subscription fee
 - 8.8.3 The cost of support

TAA Supervision of Fee & Profit Share Payments

- 8.9 TAA undertakes to ensure that Solutions pays out the maximum permissible procurement fee ('Profit Share Payments') to You and furthermore that Solutions is making reasonable efforts to ensure that the Profit Share Payment is the maximum permissible subject to:
 - 8.9.1 The sums permitted to be distributed under a profit share agreement by each lender
 - 8.9.2 The number of paying subscribers and the prevailing subscription fee
 - 8.9.3 The cost of support
- 8.10 Solutions undertakes to deliver the TAA Service Standards at a minimal cost base. It undertakes to make all reasonable efforts to deliver the most cost effective solution feasible.
- 8.11 TAA undertakes to assess the cost base of Solutions on a monthly basis to ensure that the profit share payment is equitable to all parties.

9 TERMINATION AND TRANSITION

- 9.1 This Agreement shall be terminated immediately in the event that You do not have an active and valid membership of TAA as set out in Your TAA Service Schedule and cleared funds have been received to cover all sums due under that agreement.
- 9.2 This Agreement may be immediately terminated by you by sending written notice to the trading address of TAA.
- 9.3 TAA and Solutions reserve the right to immediately terminate this agreement by serving you notice in writing and that Solutions is not obliged to disclose the reasons for any such termination.
- 9.4 This Agreement shall terminate on the expiration of the Term.
- 9.5 Clauses within this Agreement may continue to be enforced post termination, including but not restricted to clauses 4.1, 4.10, 4.11 and 4.15.
- 9.6 Once terminated, You shall not be entitled to and Profit Share Payment for any cases as yet unpaid at the date of termination.
- 9.7 Once terminated, You shall continue to be entitled to receive the maximum permissible procuration fee on business submitted up to and including the date of termination and in accordance with the specific requirements of the relevant lender. This will be paid in one of two monthly payment runs. Neither TAA nor Solutions shall be liable for the late payment of any procuration fee or Profit Share Payment.
- 9.8 The terms of this Agreement only apply to business submitted to lenders on or after the commencement date of this Agreement and for the Term of this Agreement. In the event that You have business submitted through Solutions that was submitted prior to this Agreement, it will be processed according to the prevailing terms and conditions with Solutions at the time of submission.

10 GENERAL

- 10.1 Solutions reserves the right to update these terms and will notify you in writing with a minimum notice period of 5 business days if there are any changes.
- 10.2 In the unlikely event that you are not satisfied with any changes as set out in 10.1. you will be offered a proportional refund from TAA, this Agreement will be terminated and the transitional arrangements above will apply.
- 10.2 The TAA lender panel and procuration fees may change on a regular basis. These changes are excluded from the changes referred to in 10.1 and You will be bound by these changes which will be dictated by the lenders on panel. Visit the TAA Website for the latest details.
- 10.3 In the interests of transparency, Matthew Arena is a Director of both TAA and Solutions but holds no controlling influence on TAA. TAA will ensure there is no conflict of interest.
- 10.4 You are permitting Solutions to share all relevant information relating to this Agreement with TAA and all lender partners and are furthermore, permitting all lender partners and TAA to do the same. For the avoidance of doubt this does not include personal client information other than that which is necessary to perform the services required of all parties under this Agreement.
- 10.5 The relationship between Solutions, TAA and You shall not be deemed to be that of Employer and Employee neither shall it be deemed to be that Principal and Agent. Neither party shall be responsible for, or bound by, the acts of, omissions or misrepresentations of the other.
- 10.6 If any provision of this Agreement shall become or be deemed by court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall not impair or affect any other provision or the remainder of any affected provisions at all of which shall remain in full force and effect.
- 10.7 Words importing the singular will include the plural and vice versa; words denoting persons will include bodies corporate and unincorporated associations of persons and vice versa.
- 10.8 The headings in this Agreement are for convenience only and do not affect its interpretation.
- 10.9 Reference to a statutory provision includes a reference to that statutory provisions from time to time amended, extended or re-enacted and any regulations made under it.

- 10.10 TAA shall be entitled to carry out its obligations under this Agreement through any agents or subcontractors appointed by it in its absolute discretion for that purpose. Solutions may carry out its obligations under this Agreement through any agents or subcontractors appointed by it only with the express consent of TAA.
- 10.11 Solutions shall not be entitled to assign this Agreement or any part of it without the prior written consent of the other.
- 10.12 Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.
- 10.13 This Agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 10.14 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in this Agreement.
- 10.15 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class prepaid post, facsimile transmission or comparable means of communication) to the other party at the address referred to at the beginning of this Agreement. Any notice or other information given by post under this clause which is not returned to the sender as undelivered shall be deemed to have been given on the next day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, and sent by first class, prepaid post, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given. Any notice or other information sent by facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of transmission.
- 10.16 The parties acknowledge that it is not their intention that any third party shall be entitled to enforce any term of this Agreement which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.17 Each party warrants its power to enter into this Agreement and that it has obtained all necessary approvals to do so.
- 10.18 This agreement is governed by and shall be interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.