

FORTIS

PLATFORM LTD

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Terms of Business

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TERMS OF BUSINESS

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TERMS OF BUSINESS

Document Owner: The Board of Fortis Platform Ltd • Version 1.0

Effective Date: 7 September 2026 • Next Scheduled Review: 7 September 2027

Classification: Client Facing • Provided to Every Client Before Engagement These Terms of Business set out the basis on which Fortis Platform Ltd provides its commercial finance broking and advisory services and apply to every client from the point at which Fortis begins acting on their behalf.

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Document Control

Document Title	Fortis Platform Ltd — Terms of Business
Document Owner	The Board of Fortis Platform Ltd
Authorised Signatory	Zain Iman, Chief Executive
Applies To	Every client of Fortis Platform Ltd and all its trading styles, across all offices (London, Solihull, Manchester)
Legal Entity	Fortis Platform Ltd, company number 17425783, registered office 66 Paul Street, London, England, United Kingdom, EC2A 4NA
Data Protection Registration	Registered with the Information Commissioner's Office, registration number ZC239684
Version	1.0
Effective Date	7 September 2026
Classification	Client facing, provided to every client before Fortis begins acting on their behalf
Review Cycle	Annually, or sooner following a material change in the services Fortis provides, its regulatory position, or applicable law

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1. Definitions and Interpretation

- Fortis, we, us, our. Fortis Platform Ltd, company number 17425783, registered office 66 Paul Street, London, England, United Kingdom, EC2A 4NA, and all its trading styles.
- You, your, the client. The business or individual that instructs Fortis to provide the services described in these Terms.
- Services. The commercial finance broking and advisory services described in Section 5, including bridging finance, asset finance, business bank accounts, merchant cash advance, merchant accounts and payment processing, commercial mortgages and loans, business credit cards, and general business advisory services.
- Lender. A bank, finance company or other product provider, including Loan.co.uk Limited, to which Fortis introduces a client for the purpose of arranging finance or another product.
- Finance. Any loan, facility, credit line, card, account or other product arranged, or sought to be arranged, by Fortis on a client's behalf.
- Fee. Any amount payable by the client to Fortis for the services, as described in Section 9.
- Terms. This Terms of Business document, as amended from time to time in accordance with Section 21.

A reference to a statute or regulation includes that statute or regulation as amended, re-enacted or replaced from time to time. Headings are for convenience only and do not affect interpretation.

2. About Fortis Platform Ltd

Fortis Platform Ltd is a United Kingdom commercial finance brokerage that helps small and medium sized businesses access funding and financial products, including bridging finance, asset finance, business bank accounts, merchant cash advance, merchant accounts and payment processing, commercial mortgages and loans, and business credit cards, together with wider business advisory services. Fortis operates from offices in London, Solihull and Manchester, and its registered office is at 66 Paul Street, London, England, United Kingdom, EC2A 4NA.

Fortis works with a panel of lenders and product providers, including Loan.co.uk Limited, to identify and arrange finance suited to a client's circumstances, using technology to package a client's application efficiently so that it reaches a lender in a form the lender can assess quickly.

3. Purpose and Application of These Terms

These Terms set out the basis on which Fortis provides its services to a client and apply from the point at which Fortis first begins acting on a client's behalf, whether or not a separate engagement letter, application form or fee agreement has also been signed. Where a specific engagement letter or fee agreement contains a term that conflicts with these Terms, the specific engagement letter or fee agreement takes priority in relation to that term, and these Terms continue to apply to every other matter.

These Terms apply to every client of Fortis, across each of its offices and trading styles, and to every enquiry, application and case Fortis handles on a client's behalf, regardless of which lender or product provider is ultimately involved.

4. Our Regulatory Status

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Fortis is not authorised or regulated by the Financial Conduct Authority. The finance Fortis arranges is provided to businesses rather than to individual consumers and arranging this type of business finance does not constitute a regulated activity under the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974. Fortis is not, therefore, required to hold, and does not hold, authorisation from the Financial Conduct Authority.

A lender or product provider on Fortis's panel, including Loan.co.uk Limited, may itself be authorised and regulated by the Financial Conduct Authority in respect of the products it provides. Where this is the case, that lender's own regulatory status, and the protections that come with it, apply to the product it provides to you, and Fortis will identify the lender it is introducing you to before you enter into any agreement with that lender.

Fortis is registered with the Information Commissioner's Office under registration number ZC239684 in respect of its processing of personal data, as described further in Section 13.

5. The Services We Provide

Fortis provides commercial finance broking and advisory services to businesses, including identifying suitable finance options, packaging and submitting an application to one or more lenders on the client's behalf, liaising with the lender through to completion, and providing general advice on the suitability of the products under consideration. Fortis does not provide regulated investment advice, tax advice or legal advice, and a client who requires advice of that kind should seek it from a suitably qualified professional.

Fortis will confirm, before submitting an application, which lender or lenders it proposes to approach on the client's behalf, and will keep the client informed of material progress on their case, consistent with the timescales agreed at the outset.

6. Instructing Us

Fortis begins acting for a client once the client has provided the information Fortis reasonably requires to assess their circumstances and has confirmed they wish Fortis to proceed. A client may instruct Fortis by telephone, email, or through Fortis's online channels, and Fortis will confirm the scope of its instruction in writing within a reasonable time of accepting it.

A client is responsible for providing accurate, complete and up to date information to Fortis throughout the life of their case, and for telling Fortis promptly if their circumstances change in a way that could affect an application already in progress. Fortis is not responsible for a delay, a declined application, or an inaccurate assessment that results from incomplete or inaccurate information provided by the client.

7. Client Due Diligence and Identification Checks

Before Fortis can act for a client, or introduce a client to a lender, Fortis is required to carry out identification and verification checks on that client and, where relevant, on its beneficial owners and directors, consistent with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Fortis's own Financial Crimes and Anti Money Laundering Policy. A client agrees to provide the documents and information reasonably requested for this purpose and acknowledges that Fortis cannot proceed with an application until these checks have been completed satisfactorily.

Fortis reserves the right to decline to act, or to stop acting, for a client where it is unable to complete these checks to its satisfaction, where it identifies a concern that a client's funds or business may be connected with financial

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crime, or where it is required to do so by law. Fortis will not always be able to explain the reason for such a decision, particularly where doing so could constitute a tipping off offence under the Proceeds of Crime Act 2002.

8. Our Panel of Lenders and Introducers

Fortis works with a panel of lenders and product providers, including Loan.co.uk Limited, rather than with the whole of the market, and will typically approach one or more lenders from that panel that it considers most likely to meet a client's needs. Fortis reviews the lenders on its panel periodically, including their treatment of vulnerable customers, consistent with its Treating Customers Fairly Policy, and will tell a client if it is unable to identify a suitable lender for their circumstances from its panel.

Fortis may also introduce a client to, or receive an introduction of a client from, another broker or introducer where this is in the client's interest and will tell the client where this is the case and identify the other party involved.

9. Fees and How We Are Paid

- **Broker fee.** Fortis typically charges a broker fee, calculated as a percentage of the amount of finance arranged, of up to one and a half percent. The exact fee applicable to a client's case is confirmed to the client in writing, and agreed with the client, before Fortis carries out any chargeable work or the client becomes liable to pay it.
- **Procurator fee or commission.** Fortis may also receive a procurator fee, commission or other payment from the lender or product provider to which a client is introduced. Where this applies, Fortis will tell the client this before the client enters into an agreement with that lender and will confirm the amount or the method of calculating it if the client asks.
- **Fees for declined or withdrawn applications.** Where an application does not proceed to completion, whether because it is declined by a lender or withdrawn by the client, Fortis will only charge a fee for work already carried out if this has been agreed with the client in advance and in writing.
- **Payment terms.** A fee due to Fortis is payable by the method and within the timescale set out in the engagement letter or fee agreement provided to the client, and, unless otherwise agreed, is due on completion of the finance arranged.

10. No Client Money

Fortis does not, at any time, hold or control client money. Any sum a client pays to a lender or product provider, whether a deposit, a repayment or any other amount, is paid directly by the client to that lender or product provider, and Fortis's own fee is invoiced and collected separately. A client should be cautious of any request to pay funds to Fortis in connection with the finance itself, rather than in payment of Fortis's own fee, and should query this with Fortis immediately if it occurs.

11. Treating Customers Fairly and Customers in Vulnerable

Circumstances Fortis is committed to treating every client fairly, consistent with its Treating Customers Fairly Policy, and to identifying and supporting a client who is in vulnerable circumstances, consistent with its Vulnerable Customer Policy. A client who would benefit from additional support, more time, an alternative format of communication, or

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the involvement of a representative, is encouraged to tell Fortis so that this can be arranged, and providing this information will never be held against the client or affect the outcome of their application.

12. Conflicts of Interest

Fortis maintains procedures designed to identify and manage a conflict of interest that could arise between Fortis and a client, or between two clients of Fortis, including a conflict that could arise from the fee or commission arrangements described in Section 9. Where Fortis identifies a conflict of interest that cannot be avoided, it will tell the affected client and explain how the conflict is being managed before proceeding.

13. Data Protection and Confidentiality

Fortis processes a client's personal data in accordance with its Data Protection and GDPR Policy and its Privacy Notice, copies of which are available on request, and in accordance with United Kingdom data protection law. Fortis treats information provided by a client as confidential, and will only share it with a lender, product provider, introducer or other third party where this is necessary to provide the services, where the client has consented, or where Fortis is required to do so by law.

14. Our Liability to You

Fortis will act with reasonable skill and care in providing the services and will take reasonable steps to identify finance suited to a client's stated circumstances and objectives. Fortis does not guarantee that any application will be approved by a lender, that any particular rate or term will be available, or that a transaction will complete, since these matters are ultimately determined by the lender concerned.

Nothing in these Terms excludes or limits Fortis's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited. Subject to that, Fortis's total liability to a client arising out of or in connection with these Terms, whether in contract, tort or otherwise, is limited to the fees paid by that client to Fortis in the twelve months before the event giving rise to the claim, and Fortis is not liable for any indirect or consequential loss.

15. Your Responsibilities

- Providing accurate, complete and up to date information and documents when requested, and telling Fortis promptly of any change in circumstances relevant to an application in progress

- Reviewing the terms of any finance offered before accepting it, since Fortis's role is to arrange the introduction rather than to make the final lending decision or to guarantee the suitability of terms set by the lender
- Meeting any deadline agreed with Fortis or a lender for the provision of information, unless Fortis or the lender agrees to an extension
- Telling Fortis promptly if a client no longer wishes Fortis to continue acting on a particular case

16. Complaints

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A client who is unhappy with the service they have received from Fortis can raise a complaint in accordance with Fortis's Complaints Policy, a copy of which is available on request or on Fortis's website. Written complaints can be sent to Fortis's Solihull office at Auraio, Shepherds Grn Rd, The Green, Shirley, Solihull B90 4DY, or a complaint can be made by telephone on 0121 794 8281.

Where a client's complaint relates to a product or service provided by a lender or product provider that is itself authorised by the Financial Conduct Authority, the client may in some circumstances have the right to refer that complaint to the Financial Ombudsman Service once that lender's own complaints process has concluded. Fortis will confirm whether this applies, and provide the relevant contact details, at the time a complaint is made.

17. Business Continuity

Fortis maintains a Business Continuity Plan designed to protect the continuity of its services to clients in the event of a disruption affecting its people, premises, systems or suppliers. Where a disruption affects a client's case, Fortis will tell the client promptly and keep them informed of any resulting delay.

18. Termination of Our Engagement

Either Fortis or a client may end Fortis's engagement on a particular case, or generally, by giving written notice to the other at any time. Ending the engagement does not affect a fee already earned by Fortis for work carried out before the date the engagement ends, and does not affect any right or obligation that has already accrued.

Fortis may end its engagement immediately, without notice, where a client provides false or misleading information, where a client fails to cooperate with the due diligence described in Section 7, or where Fortis reasonably believes continuing to act would expose it to a legal or regulatory risk.

19. Cancellation

These Terms are entered into between Fortis and a business client, and the statutory cancellation rights that apply to a contract with a consumer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply. A client who wishes to cancel an instruction before Fortis has completed the work agreed may do so at any time by telling Fortis in writing, subject to payment of any fee already earned for work carried out up to that point.

20. Communications and Notices

Fortis will usually communicate with a client by telephone, email or through its online channels, using the contact details the client has provided. A formal notice under these Terms is validly given if sent in writing to the registered office of the party being notified, or, in the case of Fortis, to its Solihull office at Auraio, Shepherds Grn Rd, The Green, Shirley, Solihull B90 4DY.

21. Changes to These Terms

Fortis may update these Terms from time to time, including to reflect a change in the services it provides, a change in applicable law, or a change in its own business structure. Fortis will give a client reasonable notice of a material

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change to these Terms before it takes effect, and the current version of these Terms is available from Fortis on request at any time.

22. Third Party Rights

A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, except that a lender or product provider to which Fortis introduces a client may rely on the terms of Section 4 and Section 7 as they relate to that lender or product provider.

23. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them, their subject matter or their formation, are governed by and construed in accordance with the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

24. Acceptance of These Terms

A client accepts these Terms by instructing Fortis to act on their behalf in accordance with Section 6, whether or not this acceptance page has also been signed. Where a signed acceptance is required for a particular case, the signature panel below is completed by the client and retained on Fortis's file in accordance with its record retention standards.

Signed for and on behalf of Fortis Platform Ltd Name: Zain Iman Position: Chief Executive Signature:

_____ Date: 7 September 2026 Signed for and on behalf of the Client

Client or Company Name: _____ Name of Signatory:

_____ Position: _____ Signature:

_____ Date: _____

Company and fees disclosure

Fortis Commercial Finance is a trading name of Fortis Platform Ltd, a company registered in England and Wales (company number 17425783). Registered office: Auraio, Shepherds Green Road, Shirley, Solihull, B90 4DY.

Fortis Platform Ltd arranges commercial finance for business purposes only. We are not authorised or regulated by the Financial Conduct Authority (FCA) and we do not give advice or recommendations on regulated products. Where an enquiry falls within FCA regulation, we will introduce you to Loan.co.uk Limited, an independent firm authorised and regulated by the Financial Conduct Authority (Firm Reference Number 718486). We may receive a fee from Loan.co.uk Limited for the introduction.

Fees: we charge a broker fee of 1.5% of the loan amount or £2,995, whichever is greater. We may also receive a procuration fee (commission) from the lender for arranging your facility. Full details are set out in our Commissions and Fees Disclosure Document, available on request and at fortisapp.co.uk.

Fortis Platform Ltd is registered with the Information Commissioner's Office as a data controller (registration number ZC239684). Our Privacy Notice explains how we collect and use your personal data: fortisapp.co.uk/privacy.