

Revolut Broker Affiliate Programme Terms and Conditions

These terms (the “**Terms**”) set out the terms and conditions of your participation in the Revolut Affiliate Programme (the “**Programme**”). This is a binding legal agreement between you (the “**Revolut Broker Affiliate** ” or “**You**” or “**Your**” as the context may require) and Revolut Ltd, a company incorporated in England and Wales with company number 08804411 and whose registered office is at 7 Westferry Circus, Canary Wharf, London E14 4HD, United Kingdom on behalf of itself and its affiliates (“**Revolut**”, “**We**”, “**Our**” or “**Us**” as the context may require).

1. **Application.** To become a Revolut Broker Affiliate and take part in the Programme, You must first complete an application. When You apply, You will receive a commercial fee schedule (the “**Commercial Terms**”), which shall form part of these Terms.
2. **Referrals.** We will provide You with a unique trackable hyperlink (“**Referral Link**”) to include in Your marketing or promotional materials (such as posts or webpages) (Your “**Post(s)**”) which Your potential Referrals can click through to the Revolut website and apply to open a Revolut account (a “**Referral**”). For each of your Posts, you hereby represent and warrant that: (i) you have the right to issue that Post; and (ii) if you are sending the Referral Link (or any other promotional content regarding Revolut) by email or SMS, you have obtained all necessary consents required under applicable data protection laws to do so. Furthermore, You hereby represent and warrant that for any legal or natural person who has clicked the Referral Link: (i) You have the right to make the Referral; and (ii) the potential Referral is not located in a country that is listed in Clause 5. You may earn a Fee for each Referral as set out in the Commercial Terms and in accordance with these Terms.
3. **Fees.** You will earn a Fee set out in the Commercial Terms for each Referral if (i) each of the conditions set out in Clause 4 of these Terms are met and (ii) you have complied with these Terms generally. For the avoidance of doubt, the Fee includes all applicable taxes.

Tracking of Referrals and Calculation of Fees

We use our own and third party data platforms to track Your Referrals and calculate any Fee payable under these Terms. Upon request we can provide You with the quarterly statements summarising Your Referrals and Fees. You agree that Our record of Referrals shall be deemed accurate, unless proven otherwise. While We use reasonable endeavours to ensure comprehensive tracking of Referrals, in rare cases your Referrals may be tracked inaccurately. If You believe Your Referral has been tracked inaccurately, You must notify us within one month of receiving the respective quarterly statement and present evidence proving that the record of Referrals is inaccurate. We will examine Your claim within thirty (30) business days, and if we accept your claim is justified, the respective Fees will be paid to you together with the next payment to be made to You in accordance with the “payout scheduling” section in the Commercial Terms. We have no obligation to pay you any Fees in respect of Referrals that you claim are inaccurate if you fail to notify Us and present evidence within one month of receiving the respective quarterly statement. You agree that Our calculation of the Fee payable to You under these Terms is final and that we have no obligation to provide you with any evidence as to how we have calculated the Fees for any Referral.

Payment of Fees

Revolut will pay eligible Fees in accordance with the Commercial Terms. We will use the Revolut interbank exchange rate for exchange required in accordance with the “currency” section of the Commercial Terms.

4. **Conditions to earn a Fee.** The Fee shall be payable in respect of any Referral if each of the following conditions are met:
 - a. Your communication complies with Your obligations under these Terms, including the Standards of Conduct (the “**Standards of Conduct**” annexed as Schedule 1) and any other scripts, briefs and / or promotional guidelines provided to You by Us from time to time (the “**Revolut Briefs and Guidelines**”);
 - b. The Referral has (i) signed up for a Revolut Ltd Retail or Business account using Your Referral Link; (ii) successfully completed and passed Revolut’s onboarding requirements; and (iii) has successfully made an international transfer of at least £30,000 (in total) to purchase a property. *An international transfer is when there is a currency exchange and cross border payment (for example: transferring British Pounds from the UK to Euro in France).*

- c. The transfer is completed prior to 23:59 GMT on 31 May 2024;
 - d. The Referral has never been a customer of Revolut Ltd or any other Revolut group entity before;
 - e. The Referral has not been referred previously;
 - f. The Referral has paid their monthly fee for the respective upgraded fee-paying plan (if applicable) and is not in a position of negative balance even after we have requested it be returned to a positive position;
 - g. The Referral has not breached any of Revolut's terms and conditions;
 - h. You have not breached any of the requirements set out in these Terms (including all the Addendums and / or Schedules annexed hereto which form part of these Terms).
5. **Geographic limit.** This Agreement applies in the territories: United Kingdom, the United States and the EEA. Subject to our further notifications, this Agreement can apply in relation to other countries or regions, where the Revolut Affiliate Program becomes live.
6. **Your obligations.** You and Your Posts must comply with:
- a. these Terms, any Annexes or Schedules of these Terms, including the Standards of Conduct and the Revolut Briefs and Guidelines;
 - b. all applicable laws, codes, regulations, rules, prevailing codes of practices, procedures, advertising standards; and
 - c. any guidance issued by government agencies, regulators, self-regulatory bodies, advertising standard authorities and trade associations covering anti-money laundering, 'know your customer' requirements, consumer protection, data protection, deposit taking, e-money, payment services and advertising or promotional activity, that relate to: (i) Your role as an Affiliate under these Terms, (ii) the referral of potential customers for the use of Our services and (iii) financial promotions.

For the avoidance of doubt, you must comply with the obligations under b) and c) of this Clause in relation to both the UK and EEA (and any other country included in Clause 5) even if the Posts are only directed at prospective customers based in the UK.

You must remove any Posts that you have issued in relation to Revolut within forty-eight (48) hours of Our request.

If you breach any of Your obligations under these Terms, We shall have no obligation to pay You any Fee for any Referral (whether such Referral was made before or after the date of such breach).

You agree to use only those performance marketing platforms (such as Facebook Ads, Google Ads etc.) that are expressly permitted by Revolut in writing, setting out the performance marketing platforms you may use in certain countries and territories. We may revoke such permission at any time by notice to You.

7. **Term and Termination.** These Terms commence and are binding on You on and from the date they are accepted (via click-and-accept) by You.

Term. Subject to any earlier termination in accordance with this Clause, these Terms shall be in full force until terminated in accordance with its terms.

Termination for convenience. Either party may terminate these Terms for convenience on one (1) business day's written notice to the other party.

Termination for breach. We may terminate these Terms immediately without notice if You breach any of these Terms.

After these Terms are terminated, We shall have no obligation to pay you the Fee for any Referral made under these Terms, whether such Referral was made before or after the date of termination.

Upon expiration or earlier termination of these Terms both parties shall promptly (i) return all documents and tangible materials and any copies containing, reflecting, incorporating or based on Confidential Information; (ii) permanently erase

all Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery and/or information technology backup systems. Both parties shall destroy any such copies upon the normal expiration of its backup files; and (iii) upon request from either party, certify in writing that it has complied with the requirements of this section, provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of such party's data processing procedures and (ii) will remain fully subject to the obligations of confidentiality stated herein. Termination of these Terms will not constitute a waiver of either Party's rights or remedies under these Terms, at law, in equity or otherwise.

If these Terms are terminated, You shall, upon termination, cease using the Referral Link and Revolut brand, logo and other Intellectual Property not later than within 1 business day.

This Clause and Clauses 9 (Confidentiality), 12 (Liability and Broker Affiliate Indemnity), 16 (Miscellaneous) and the Standards of Conduct shall survive termination of these Terms.

8. **Independent contractors.** The relationship between the Parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by these Terms. No Party shall have authority to legally bind the other Party to any contract, understanding, act or deed in relation to Referrals or anyone else and no Party has been appointed as, and is not, the other Party's agent for any purpose. Unless We agree in writing, You must not make any representation or warranty, either expressed or implied, concerning Us, Our Services (being the business of providing app-based banking alternatives), conditions of sales, terms of delivery or payment and prices. You agree that any invitation to Our exclusive events in Your country and any assistance given to the growth, business development teams and managers do not create an employment relationship between You and Us. You agree that these Terms are non-exclusive for Revolut and do not restrict Us from entering into similar or different agreements with third parties. We make no representation that these Terms are similar to or the same as the terms of any other agreements We have entered or may enter into with any third party.
9. **Confidentiality.** Any information provided by one Party to the other Party in connection with (and including) these Terms is Confidential Information. Any Confidential Information remains the exclusive property of the Party owning it during and after the Term. No Party shall use any other party's Confidential Information for any purpose other than to perform its obligations under these Terms. No Party can share Confidential Information to anyone without the other Party's prior written consent. Confidential Information excludes information that (a) was, is or becomes publicly available or available to the party on a non-confidential basis (in each case, other than as a result of a breach of these Terms or any other obligation of confidentiality) or (b) was available to the Party on a non-confidential basis before disclosure by the other Party. You shall not publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning these Terms without Our prior written approval.
10. **Intellectual Property.** All intellectual property (including but not limited to patents, trade secrets, trade marks, service marks, logos, trade names, copyright (including rights in computer software and databases), moral rights, design rights, business names, domain names, know how, database rights, source codes, specifications, business methods, semiconductor rights and topography rights) ("**Intellectual Property Rights**"), whether registered or unregistered and all rights or forms of protection of a similar nature existing anywhere in the world shall remain the exclusive property of the party owning it.

You grant to Us a non-exclusive, royalty-free, sublicensable license for the Term to use Your logos, brand names and trademarks for the performance of Our obligations under these Terms.

We grant to You a non-exclusive, royalty-free revocable licence for the Term to use Our logos, brand names and trademarks for the performance of Your obligations under these Terms.

Each party warrants to the other that it owns, or is licensed to use, all of the Intellectual Property Rights it requires to perform its obligations under these Terms.

11. **Promotion. You shall:**
 - a. only promote Revolut's international transfer product;
 - b. not promote any of the Premium plans of Revolut or any other Revolut group products or service including insurance, trading, and/or cryptocurrency;

- c. comply with Revolut's compliance and / or promotional guidelines that we may provide to you from time to time a first copy of which shall be provided to You after your acceptance of these Terms;
- d. ensure that new content or updates to existing content, other marketing materials, promotions or related display, promoting Revolut ("**Advertising Content**"), is approved in writing by Us before being published or communicated on any of Your platforms; except for the content, which has been created organically by You and Your team based on honestly held opinions ("**Editorial Content**");
- e. ensure that any extension to the geographical reach of Your marketing activities of Our products is approved in writing by Us before taking effect;
- f. run quarterly checks or audits to ensure that Your Advertising or Editorial Content, your Posts are compliant with our Revolut Scripts and any other requirements set by Revolut. You shall provide to Us the reports containing the results of your checks at Our request.

We reserve the right to request to review and approve any type of Content, any Posts in connection with the Revolut Affiliate Programme before it is published, unless otherwise agreed in writing.

12. **Force Majeure.** Neither party will be in breach of these Terms for delay in performing or failure to perform its obligations under these Terms if that delay or failure results from an event, cause or circumstance that is reasonably unforeseeable and beyond its reasonable control, including acts of God, labour disputes or other industrial disturbances, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, but not including interruptions to internet, other communications or utilities ("**Force Majeure**"). The delayed or failing party will promptly notify the other party in writing of the reasons for the delay or failure and likely duration thereof. If the Force Majeure lasts for thirty (30) continuous days, then either party may terminate these Terms immediately on written notice to the other party.

13. **Liability and Broker Affiliate Indemnity.** We will not be liable for any loss of profits, loss of business, dilution of goodwill, loss or corruption of data, or for any other special, indirect or consequential loss, damages, or other costs. Our maximum aggregate liability under these Terms is limited to the amount of Fees paid to You in the last three (3) months of our engagement with You.

You will indemnify and hold Us harmless against any claims, expenses, costs or losses, including regulatory fines and legal costs associated with regulatory enforcement actions, arising from or in connection with (i) your acts, omissions, defaults, noncompliance or other violation of these Terms, (ii) any third party claim that Your logos, brand names, name, social media platform/s and trademarks or the use, reproduction or exploitation of the same (if in accordance with these Terms) infringes a third party's Intellectual Property Rights, (iii) misuse by You of Our Intellectual Property Rights and (iv) any breach of applicable data protection laws; (v) Your engagement in any fraudulent, unethical or unlawful activities, which include but are not limited to the Prohibited Activities set out in the Standards. Nothing in these Terms excludes any liability which cannot lawfully be excluded or limited.

14. **Notices.** Any notice given under these Terms must be in writing and (i) sent to You at Your email provided to Us in your Application or (ii) sent to Revolut by email to legalnotices@revolut.com.

15. **Variation.** We may vary these Terms at any time by providing You with one (1) day prior written notice. You will be deemed to have accepted any variation of these Terms made by us if you continue to make Referrals to Us. You may not vary these Terms without Our prior written consent.

16. **Miscellaneous.** These Terms represent the entire agreement between You and Revolut and supersedes any previous related discussions or agreements in relation to it subject-matter. You may not assign these Terms or assign or subcontract any of your obligations to anyone else without Our prior written consent. We may assign our rights or obligations under these Terms at any time. You agree that a delay in exercising, or a failure to exercise, any rights in these Terms does not operate as a waiver of those rights. These Terms are between You and Us and no other person will have any rights to enforce these Terms. If any provision of these Terms is invalid, illegal or unenforceable, then that provision will be severed, and the remainder of the provisions will continue in full force and effect. If any disputes arise from these Terms, You and Revolut will attempt to resolve them by negotiation between senior management for at least ten (10) business days before either of us can begin legal proceedings. These Terms are governed by the laws of England and Wales and You agree to the exclusive

jurisdiction of the Courts of England and Wales to settle disputes.

17. **Data Protection.** Revolut will process your personal data in accordance with the Privacy Notice set out in Schedule 2.

SCHEDULE 1 - STANDARDS OF CONDUCT

1. You must ensure that for any legal or natural person who has clicked the Referral Link, You have the right to make the Referral.
2. You must disclose the Affiliate relationship between You and Us when promoting Our Services. You must ensure that no conflict of interest exists between the Referral and You or to the best of Your knowledge between the Referral and Us.
3. You may only use the Revolut brand, logos, and other Intellectual Property Rights and advertising associated therewith in compliance with these Terms. We may revoke Your licence to use Our logos, brand names and trademarks at any time.
4. You agree that You will not disparage (i) Revolut or any of its officers, directors, or employees nor (ii) Revolut's Services, by using any form of communication, social media or other platform or in any other manner for the duration of the Terms and for a period of 3 years following the termination of these Terms.

Use of Social Platforms

5. If You use social platforms in order to promote Our services under these Terms, You will only use the platforms approved by Revolut in advance during the application process.
6. You can only use the Referral Link on your platform or other platform approved by Us in advance. You are solely responsible for your platform, whether or not it has been approved by Us. You cannot use any other marketing materials, promotions, content, or related display in connection with the Revolut Affiliate Programme without Our prior written consent.
7. Without prejudice to the other provisions in these Terms, if You use a social media or other platform (including but not limited to: Facebook, Instagram, YouTube, Snapchat, TikTok or any blogging platforms) to advertise Revolut in connection with the Revolut Affiliate Programme:
 - a. You must comply with the terms of the platform that you use to advertise Revolut.
 - b. You must disclose that You are a paid influencer or Affiliate under the Revolut Affiliate Programme (the “**Disclosure**”) in an obvious, upfront, prominent manner, such as with a hashtag (#ad or #advert or #advertisement), so that anyone viewing your platform or page is aware that You are a paid influencer or Affiliate in this regard and it is **obviously identifiable** that Your post is an advertisement of Revolut without the potential customer or viewer having to click or otherwise interact with Your post or advertisement or search for the #ad within various hashtags used.
 - c. In relation to any videos that You post to the platform, the Disclosure should be upfront and identifiable so that anyone viewing the video on your platform or page is aware of the Disclosure. The Disclosure must be contained in the video and not only in the description uploaded with the video. If You are using a live stream to advertise Revolut in connection with the Revolut Affiliate Programme, You must periodically repeat the Disclosure.
 - d. The Disclosure must not use ambiguous phrases and must be specific to any endorsement that You make in relation to Revolut, rather than a general disclosure that You are acting as an influencer (e.g. in your profile or bio). You must ensure that anyone viewing Your content in connection with the Revolut Affiliate Programme has enough time to notice and read the Disclosure. The Disclosure must be obviously identifiable across all potential devices that may be used (including but not limited to mobile). The requirements to such Disclosure may be updated by Revolut from time to time and You should always follow the requirements set out in the latest Revolut Briefs and Guidelines provided to You..

Prohibited Activities

8. You will not engage in any fraudulent, unethical or unlawful activity, any activity which is not transparent to Revolut and/or Referrals, or any activity that intentionally or unintentionally misuses or circumvents these Terms, The Revolut Briefs

and Guidelines, Our services and/or the payment terms herein (“**Unethical Activities**”). Examples of Unethical Activities include, but are not limited to:

- a. use of inappropriate software (whether third party or otherwise) in order to create financial gain;
 - b. transmitting any data or materials which contain viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful Programme or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - c. generating artificial traffic to the Revolut App or website;
 - d. attempt to change, reverse engineer or create derivative works of the Revolut App or website;
 - e. bidding on legally-protected key terms within paid search, or any other third party advertising system based on keywords, without Our prior approval (‘brand bidding’ You are not allowed under any circumstances to bid on Revolut, and you shall not outbid Us on revolut.com or www.revolut.com or any other Revolut domain. These restrictions apply to all search bids based on an exact phrase or broad match and any "misspellings" associated with these terms. Violation of this sub-clause will result in Us reversing the Fees paid and/or immediate termination of these Terms);
 - f. implementing links that are placed in such a way that is misleading to potential Referrals or where there is an incentive to click on them without the Referral's full knowledge of the consequences of their actions. For example, activating a cookie which may later mean that the potential Referral entitles you to receive a Fee not in good faith (‘**forced clicks**’), or otherwise causing or enabling links which are not made in good faith;
 - g. mimicking the action of a Referral Link click which results in a cookie being stored on a potential Referral’s machine which could later enable You to receive a Fee for that Referral not in good faith;
 - h. promotion by unsolicited email (‘spam’);
 - i. imitating Revolut ads and using them on the search engines or any third party advertising system; or
 - j. promotion, distributing or otherwise publishing any content that includes and/or links to any content that is abusive, libellous, pornographic, sexually explicit, violent, fraudulent, illegal, deceptive, misleading, harmful, obscene, defamatory, unethical, infringing, violative of any third party right, or otherwise violates the terms of the agreement or any law.
9. You will also not display or transmit any material on Your platform, including the Referral Link, or any other media that:
- a. is inappropriate, unethical, threatening, abusive or invasive of another’s privacy, or causes annoyance, inconvenience or needless anxiety;
 - b. is likely to harass, upset, embarrass, alarm or annoy any other person;
 - c. impersonates any person, or misrepresents Your identity or affiliation with any person;
 - d. gives the impression that such material emanates from Revolut unless specifically given to you by Revolut for that purpose; or
 - e. is detrimental to Our reputation.

SCHEDULE 2 - PRIVACY POLICY

1. Introduction

Revolut Ltd ('**Revolut**', '**we**' or '**us**') needs to collect, store and process personal data about you pursuant to the Revolut Broker Affiliate Programme Terms and Conditions (the '**Terms**'). Under the General Data Protection Regulation ('**GDPR**') and applicable local data protection laws, Revolut is the 'controller' of your personal data. These laws require Revolut to tell you how we process your personal data.

2. Personal data we process

Revolut processes the following categories of personal data for each broker partner:

- full name;
- contact details (such as email address);
- Impact ID;
- professional details (including information about your employer, your LinkedIn profile, any professional certification you hold and details about your practice); and
- bank account details.

We usually obtain these details directly from you, although we may also obtain certain details (such as your name and contact details) from your employer's website.

If you fail to provide any details requested by us which are required to participate in the Revolut Broker Affiliate Programme ('**Programme**'), then you will not be able to participate in the Programme.

3. How we use this data

Revolut processes your personal data for the purposes of:

- contacting you to gauge your interest in the Programme;
- assessing your suitability to participate in the Programme; and
- performing our obligations under the Terms.

Our lawful bases for using your personal data for these purposes are:

- legitimate interests (to develop the Programme and ensure we only onboard broker partners who meet our requirements respectively); and
- performance of a contract.

4. Do we share your personal data?

On occasion, Revolut may need to share your personal data with third parties to achieve the purpose set out above. The types of third parties we may need to share your personal data with include:

- other Revolut group members; and
- third party service providers who help us run the Programme.

5. International personal data transfers

It's possible that Revolut may need to share or process your personal data outside of the United Kingdom or European Union. If we do so, Revolut will ensure any international transfers such as these will comply with the GDPR and applicable local data protection laws, including, where necessary, by entering into standard contractual clauses with the recipient of your data. If you would like more information about this, please contact our Data Protection Officer at dpo@revolut.com.

6. How long do we store your data?

Revolut will retain your personal data for the purposes set out above for the length of time you wish to participate in the Programme and for such additional period as necessary to exercise or defend legal claims in your country.

7. Your rights in relation to your data

Under data protection laws, you have certain rights in relation to your personal data, including to:

- receive a copy of the personal data which we hold about you;
- ask us to correct your personal data if you think it's wrong;
- ask us to delete your personal data in certain circumstances;
- object to us processing your personal data on the basis of our legitimate interests;
- ask us to restrict how we use your personal data in certain circumstances;
- ask us to transfer personal data to you or another company in a structured, commonly used, machine-readable format in certain circumstances; and
- withdraw your consent (where you have previously given us this).

To exercise these rights, or if you have any other questions about how we handle your personal data, please contact our Data Protection Officer at dpo@revolut.com.

If you are unhappy with how Revolut processes your personal data, you are entitled to submit a formal complaint to your local data protection authority.

8. Updates

We may update this notice from time to time. We will notify you in the event we make any material changes to this notice.