Conflicts of Interests Policy and Inducements Disclosure

This version of the Conflicts of Interests Policy and Inducements Disclosure will apply from 17 August 2026. If you would like to see the previous version, please click here.

1. Introduction

This summary of our Conflicts of Interests Policy (the "**Summary**") and Inducements disclosure document applies to Revolut Securities Europe UAB, represented in Switzerland by Revolut (Switzerland) AG, ("**Revolut**", "**we**", "**us**" or "**our**") which is a financial brokerage firm incorporated in Lithuania under registration number 305799582 and is authorised and regulated by the Bank of Lithuania. Our registered office is at Quadrum South, Konstitucijos ave. 21B, LT-08130, Vilnius, Lithuania. For more information on the authorisation of Revolut Securities Europe UAB, please visit the BoL website.

Revolut may provide investment services with respect to financial instruments, including shares in publicly listed companies, American Depositary Receipts ("**ADRs**"), bonds, units in money market funds ("**MMFs**"), exchange-traded funds ("**ETFs**"), exchange-traded notes ("**ETNs**"), exchange-traded commodities ("**ETCs**") and contracts for difference ("**CFDs**") and Private Market Funds (European-Long Term Investment Funds ("**ELTIFs**")) which we may make available to trade via the investment platform. When providing investment services, Revolut acts in an agent and principal capacity (as explained in more detail below).

2. Objectives

The objective of this document is to provide you with a summary on how we ensure that conflicts of interest within Revolut and the wider Revolut Group are identified, prevented, managed appropriately and, where necessary, disclosed in order to prevent conflicts of interests from adversely affecting the interests of our clients and ensure compliance with the regulatory rules and principles of investment services .

This document also sets out those circumstances and activities that have been identified by Revolut as potentially giving rise to a conflict of interest which may adversely affect the interests of Revolut's clients. Finally, a high level overview of the systems and controls

adopted to identify and manage such conflicts and mitigate conflicts of interest risks is also included.

3. General information on Conflicts of Interests

Important terms used in this document have the following meanings:

- "**Relevant person**" is a director, member of the management board or other governing body of Revolut, manager, employee of Revolut, as well as any other natural person whose services are placed at the disposal and under the control of Revolut, and who is involved in the provision of the investment and/or ancillary service and activities and a natural person who is directly involved in the provision of services to Revolut under an outsourcing arrangement;
- "**Personal transaction**" is a trade in a financial instrument offered by us via our investment platform (except for exchange traded funds and MMFs, or any transaction effected under discretionary portfolio management services), or a trade in a financial instrument linked to such a financial instrument, effected by or on behalf of a Relevant person acting outside the scope of their professional activities at Revolut or a Connected person of such Relevant Person.
- "**Connected persons**" is a person with whom a Relevant person has a family relationship and includes the spouse (or equivalent under national laws, such as registered partner), dependent child (including stepchild), or any other relative (e.g., parents or stepparents, grandparents, grandchildren as well as brothers or sisters) who has shared the same household as the Relevant person for at least one year on the date of the occurrence of the relevant situation / event (e.g., the date of the personal transaction concerned).
- "**Inside Information**" (or material non-public information) means a information of a precise nature, which has not been made public, relating, directly or indirectly, to one or more issuers or to one or more financial instruments, and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments.

Conflicts of Interest are inevitable in the normal course of business and Revolut Relevant persons are required to identify and manage conflicts in accordance with Revolut's established Conflict of Interests Policy and Procedure. The identification and management of conflicts, whether real, possible or perceived, is critical. Such conflicts of interest may exist between:

1. Revolut (including, Relevant person or a person directly or indirectly linked to Revolut by control, such as Revolut Bank UAB or its branches or other relevant Revolut Group

entities) and a client;

2. the Relevant Persons (or their respective Connected Persons) and the client;
3. Revolut (including, a person directly or indirectly linked to Revolut by control) and the Relevant Persons (or their respective Connected Persons);
4. the third party providing services to Revolut and Relevant Person of Revolut; or
5. two (or more) Revolut clients.

A conflict may arise where Revolut or Relevant persons (or their Connected persons) or persons linked to Revolut by control mentioned above:

- Is likely to make a financial gain, or avoid a financial loss, at the expense of a client;
- Has an interest in the outcome of a service provided to a client, which is distinct from the client's interest in that outcome;
- Has a financial or other incentive to favour the interests of one client or group of clients over the interests of another client;
- Carries on the same business as the client; or
- Receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service.

4. Identification and Management of Conflicts of Interest

Revolut currently provides the following investment services and activities in relation to various financial instruments:

- reception and transmission of orders in relation to one or more financial instruments;
- execution of orders on behalf of the clients;
- dealing on own account; and
- discretionary portfolio management services.

Revolut also provides the following ancillary services:

- safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management; and
- investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments.

Revolut is also licensed to provide other investment and ancillary services, such as (among others) investment advice and underwriting and placing of financial instruments. However, it currently does not offer any of these investment or ancillary services to its clients. As such, Revolut deems that no conflicts of interests arise in relation to these services. This Summary, therefore, outlines appropriate steps and organizational and administrative arrangements made by Revolut to identify, prevent and manage conflicts of interests in relation to the services currently provided by Revolut as set out above.

We are required under applicable laws to maintain and operate effective organizational and administrative arrangements, with a view to taking all reasonable steps to manage conflicts of interest and prevent them constituting or giving rise to a risk of damage to the interests of its clients.

Where it is not possible to avoid or manage a conflict of interest, Revolut has the discretion to decline to provide the service requested. As part of Revolut's governance framework, a number of organisational arrangements, systems and internal controls have been implemented which are designed to identify and manage potential conflicts of interest to prevent damage to the interests of Revolut's clients. Measures used by Revolut to manage or where appropriate mitigate conflicts of interests include, among others: (i) an appropriate segregation of duties, (ii) establishing information barriers, for instance, through physical or digital separation of certain functions or units (where necessary); (iii) establishment of relevant policies and procedures; (iv) regular training of Relevant Persons. In particular, these arrangements, systems and controls include, but are not limited to:

- Governance structure, e.g. appointed Revolut's Risk management & Compliance officers that are responsible for implementing and maintaining systems and controls for managing potential conflicts of interests;
- Senior management oversight, management of information and reporting;
- Mandatory training for, and annual attestations by, all Relevant persons on conflicts of interest, including those that might arise as a result of outside business interests, remuneration incentives, inducements, best execution arrangements and personal account dealing;
- Requirement for all Relevant persons to report any perceived, possible or existing conflicts of interest via a dedicated internal reporting portal for the assessment of our Compliance team. Revolut maintains a list of all conflicts which may give rise to a conflict of interest with a record of the controls recommended to manage such conflicts;
- Escalation by the Compliance team of materialized, or likely to materialize, conflicts of interest to our Executive Risk Committee and, where appropriate, to our Management

Board.

- Global Revolut Group Conflicts of Interest Policy and Procedure, Anti Bribery and Corruption Policy and Procedure, and Personal Account Dealing arrangements.

Finally, if the organizational and administrative arrangements made by Revolut to prevent conflicts of interests from adversely affecting the interests of the clients are not or cannot be sufficient, Revolut will disclose to you the general nature and/or source of conflicts of interest and the steps taken to mitigate those risks before undertaking any business on your behalf or with you.

Conflicts related to financial instruments

Revolut acts in a dual capacity as both manufacturer and distributor of CFDs products. In such circumstances, inherent conflicts of interest may arise given Revolut's role in both designing and offering the product to clients. These conflicts are primarily addressed through the implementation of a robust pricing policy and a comprehensive best execution framework. In particular, Revolut ensures that prices for CFDs are determined with reference to observable prices of equivalent or comparable products available within the EEA and commits to an ongoing oversight of the execution quality outcome.

Considering the nature of Revolut business and the investment/ancillary services currently provided, and investment activities currently carried out by Revolut, it is deemed that there are no other financial instruments that may cause or lead to a conflict of interests when Revolut provides its investment or ancillary services or enters into financial instruments transactions.

If Revolut identifies financial instruments that may cause or lead to a conflict of interests due to change of nature of Revolut business or otherwise, it will be properly recorded and relevant details in relation to such financial instruments and conflicts of interests will be reported to the Chief Executive Officer, the Head of Regulatory Compliance and/or other relevant governing bodies without undue delay. Heads of each function within the Wealth and Trading Department are responsible for monitoring its respective area and reporting such conflicts of interests to the relevant governing bodies of Revolut.

After financial instrument is identified as causing conflicts of interests by the relevant governing bodies of Revolut, relevant information about such financial instruments will be provided to the Relevant Persons or any other employee, contractor or agent who provides investment services to Revolut clients or have the right to enter into transactions on behalf of Revolut. Acknowledgment of receipt of such information will be duly recorded.

Arrangements related to the Inside Information
Relevant Person must not trade on the basis of Inside Information (regardless of the source of obtaining such information). Once detected by Revolut's Market Abuse systems, Relevant Person found trading on Inside information will be reported to the Bank of Lithuania and/or other public authorities and subject to disciplinary actions.

Revolut has established a Personal Account Dealing Policy, in which we set out the trading rules when it comes to Personal Transactions applicable to Relevant Persons and shareholders of Revolut. The document entails restrictions such as required holding periods and prohibitions on certain securities Relevant Persons are not allowed to trade

Relevant Persons are prohibited from using proprietary information or inside information for their personal benefit. Specifically, investment research analysts producing investment research and recommendations are required to adhere to Revolut's Personal Account Dealing Policy and are subject to additional compliance monitoring controls and oversight.

5. Order Handling and Client's Best Interests

We provide non-advised execution-only services as well as discretionary portfolio management services which can be accessed via our investment platform. We do not offer any investment advice regarding any particular financial instrument. When providing investment services to you, we will be acting either:

- in a ***principal*** trading capacity, by dealing on our own account when executing your orders, or
- in an ***agent*** capacity, by transmitting your orders to a third party broker for execution or onward transmission.

When we execute your order in our capacity as a principal, we do so by dealing on our own account. This means we will be the counterparty to your transaction. In such cases, we are not acting as your agent but are instead entering into the transaction with you directly. As a result, we may buy from you or sell to you financial instruments in our own name and risk. Depending on our hedging strategy, when you trade with us directly, we might become exposed to market risk of the transaction.

When we transmit your order to a third party broker for execution, we act as an agent in our own name but for your account and benefit. We do not execute your orders or enter into transactions with you and therefore do not assume market or any other risk associated with such a transaction. Instead, we transmit your orders to the third party broker, which either

executes them directly or passes them on to other brokers or the relevant market or exchange (as defined in Section 9 of our Trading Terms and Conditions (the **Terms**).

Revolut will act either in a principal capacity or in an agent capacity in relation to US stocks and American Depositary Receipts. Revolut will act in an agent capacity in relation to ETFs, ETNs, ETCs, bonds, MMFs, ELTIFs and whenever it provides portfolio management services (Robo-Advisor) to you. Revolut will act in a principal capacity in relation to CFDs. In all cases Revolut is under a duty to act in a client's best interest and to take all sufficient steps to obtain, when executing client's orders, the best possible result for the client.

To mitigate potential conflicts of interest arising from our role as a counterparty to your transactions, we have established a pricing process that operates independently of our inventory management and hedging activities. Our pricing and order execution processes are designed to ensure that client orders are handled promptly, fairly, and without bias. We also monitor the quality of the execution process through various metrics, such as slippage direction, in order to avoid taking any unfair advantage.

In addition to extensive due diligence, assessment and monitoring of third-party broker's and liquidity provider's expertise and market reputation, Revolut also seeks for a contractual commitment from the third party broker(s) and liquidity provider(s) that the best execution will be ensured and best possible result for Revolut clients' will be obtained in terms of total consideration, representing the price of the financial instrument and the costs of execution, speed of execution and other relevant factors.

When providing portfolio management services, we analyse a broad range of financial instruments based on objective criterias, such as costs, liquidity and historical performance. We do not include financial instruments in our clients' portfolios that are issued by affiliated Revolut Group entities or are otherwise closely connected with us through legal, economic or contractual relationships that could pose a risk of conflict of interests detrimental to our clients.

When providing investment research services to you, the information provided is not a personal recommendation or investment advice. Investment research issued by Revolut is based on a proprietary research framework that incorporates both quantitative and qualitative analyses, including, but not limited to, fundamental analysis and external analyst ratings from a third party provider. Your personal financial circumstances are not taken into account in any way during the production and dissemination of investment research. See also Revolut's Research Disclosure.

The selected third party broker(s), liquidity providers and hedging counterparties are fully independent of Revolut or other Revolut Group entities and Revolut has no association with the third party broker(s) except for the contractual relationships and business services provided by the third party broker(s) for which we pay from our own resources.

6. Inducements

Revolut may receive fees, commissions or any monetary or non-monetary benefits from any third parties in relation to our execution-only services ("**Inducements**"). Generally such Inducements are returned directly to our clients. We may decide, however, to retain such payments and benefits fully or partially if we deem that such payments or benefits are designed to enhance the quality of our services and they do not affect our duty to act honestly, fairly, professionally in accordance with your best interests. We will then make sure that the retention of such Inducements is justified by the provision of enhanced services which provides a tangible benefit to you. The existence, nature and amount of such Inducements will be disclosed in this document and Ex-Ante Cost and Charges document.

The exact value of Inducements received by Revolut and paid-back to you will be disclosed on an annual basis as part of our Cost and Charges report.

Investment Plans
We receive Inducements from third parties in relation to executing your transactions in eligible instruments under the Investment Plans. We only do so where we have determined that such payments are designed to enhance the quality of the services provided to you and do not impair our duty to act honestly, fairly, and professionally in accordance with your best interests.

The retention of these Inducements for Investment Plans is justified by the provision of tangible benefits and enhanced services, which include:

- **Commission-free trading:** The removal of transaction-based execution fees for buy orders in eligible instruments.
- **Custody fee waivers:** The removal of ongoing costs associated with the safeguarding of your long-term financial instruments.
- **Platform innovation:** Provision of advanced analytics, research tools, and digital onboarding experiences that simplify access to exchange traded products.
- **Expanded offering:** Continuous efforts to scope and make available a wider range of diversified financial instruments.

- **Free Trading Pro subscription:** Clients who are actively trading exchange-traded products during a month will receive a free monthly Trading Pro subscription for the following month.

Subsidisation and transparency: Subsiditisation means that a portion of the received Inducements will be returned to you by not charging relevant commissions to you. To ensure you benefit from these arrangements immediately, Revolut may "pre-fund" the benefit by not charging the applicable commission for buy orders or custody fees at the time of the transaction or service. The Inducements subsequently received from third parties are then used to offset the costs of providing these free services to you.

Portfolio management
In case Revolut receives any third party payment or benefit in relation to the provision of independent investment advice or portfolio management, any such payments or benefits will be transferred in full to the client.

Private Market Funds
In relation to our execution-only services provided within our **Private Market Funds' offering (i.e.access to European Long-Term Investment Funds ("ELTIFs")),** Revolut will receive and retain inducements from third-party asset managers. We only do so where we have determined that such payments are designed to enhance the quality of the services provided to you and do not impair our duty to act honestly, fairly, and professionally in accordance with your best interests.

The retention of these Inducements is justified by the provision of genuine, tangible and ongoing benefits and enhanced services that go beyond a standard brokerage offering. These enhancements include:

- **Investment services fee waivers:** Revolut provides access to ELTIFs without charging direct investment service fees, platform access fees, or custody charges. This is only made possible by the retention of Inducements from fund managers. Consequently, clients are subject only to the fund-imposed fees which are fully disclosed prior to investment.
- **Platform innovation:** Provision of a streamlined, fully digital onboarding experience and advanced analytics tools that simplify access to instruments like Private Market Funds which are typically not accessible to retail clients.
- **Expanded offering:** Continuous efforts to scope and make available a wider range of diversified financial instruments.

- **Specialist fund selection:** Our in-house investment team performs ongoing deep research and objective due diligence to select a curated list of funds for the platform. This ensures that available funds are selected based on manager reputation, track record, and performance. This constitutes a higher-level service that goes beyond what is legally required for the provision of execution-only services and provides you with an ongoing benefit.
- **Commitment to service improvement:** A portion of the revenue generated through inducements is earmarked for the ongoing, traceable improvement of client services. This includes, but is not limited to, enhancing our due diligence methodologies, improving the data insights made available to users within the app, and refining our fund selection process.

The value of the quality enhancements described above is proportional to the level of Inducements received by Revolut. Revolut shall maintain evidence of proportionality in accordance with applicable law. The receipt of Inducements shall not directly benefit Revolut, its shareholders or Relevant persons without real benefit to our clients.

The provision of execution-only services in relation to ELTIFs is not biased or distorted as a result of the receipt of Inducements, including by ensuring that the availability and amount of Inducements are not a determining factor when deicing whether a fund is included in the curated list offered to our clients and we meet these conditions on an ongoing basis for as long as Inducements are received.

Revolut maintains strict internal governance to ensure that the receipt of inducements does not result in conflict of interests:

- **Objective selection methodology:** Our fund selection process is documented and objective. The availability or magnitude of Inducements is not a factor in determining whether a fund is added to our curated list.
- **Neutrality in product placement:** The visibility or promotion of any specific fund within the platform is determined by objective factors and perceived value to the user, rather than the level of Inducement received from the fund manager.
- **Transparency:** We provide clear, ex-ante disclosures of all costs and charges associated with an instrument before any investment is finalised, ensuring you are fully informed of the impact of such charges on your investment returns.

Non-monetary benefits and investment research

We may from time to time provide, accept or retain certain minor non-monetary benefits to or from third parties if we deem that they are capable of enhancing the quality of our

services provided to you. Should this occur, we ensure that the benefits are proportionate and reasonable and do not impair our responsibility of always acting in the best interest of our clients. To further minimize the risk of conflicts of interest, Revolut has adopted a gifts and entertainment declaration process to support Revolut's Global Anti Bribery and Corruption Policy. Where benefits are provided, accepted or retained, Revolut's policies are designed to ensure that such benefits are declared, pre-approved and recorded.

The Revolut App (as defined in Section 3 of our Terms) may contain information, including research, provided by selected third parties and/or hypertext links to the selected third party websites. During the selection process we act with all due care and diligence and only choose to share information from third parties we trust to be reliable. However, we don't make any representation or warranty as to the accuracy, completeness, or timeliness of the information that we receive from third party providers and that we display via the investment platform. All the information, including research, obtained from the selected third parties has been paid for from our own resources.

Revolut may receive remuneration, a discount or non-monetary benefit from a third party for executing its proprietary orders on a particular trading venue or execution venue. As explained in Section 7 of this Summary, proprietary trades we enter for hedging purposes are independent of our clients' orders execution activities.

Prohibition of Payment for Orders Flow (PFOF)
Revolut strictly prohibits the acceptance of any payments, discounts, or benefits for forwarding client orders to any third party for execution on a particular execution venue. We do not engage in "payment for order flow."

7. Overview of Revolut's systems and controls to manage certain conflicts of interest

Proprietary trading
Real or possible conflicts identified by Revolut Systems and controls for managing conflicts of interest.

When carrying out proprietary trades and acting as principal, our primary goal is to ensure liquidity to our clients while generating sustainable returns from the proprietary positions we enter into. That may theoretically result in a potential conflict between the interests of Revolut and the interests of an individual client.

When you trade with us directly while we act in a principal capacity, we might become exposed to market risk of the transaction. That depends on whether we fully hedge our positions with you, hedge them partially after specific risk limits are reached or not hedge them at all:

1. Fully hedged exposure. If we fully hedge our exposure to you, we may still incur certain market risks depending on the timing of the hedge and whether we manage client trade exposures on a one-to-one or aggregated basis.

- **Matched principal trading** - in certain circumstances, we may execute your transactions on a matched principal basis. This means that our hedging transaction with a liquidity provider and execution of your transaction takes place at the same time and on the same terms, incl. pricing. As a result, the execution of your transaction is contingent upon the successful execution of the corresponding hedging transaction with the liquidity provider. We may act as a matched principal in relation to certain illiquid instruments or where prevailing market conditions make this necessary for prudent risk management purposes.

2. Partial or no hedging. When we partially hedge our positions with you (or other clients) or do not hedge at all, we retain market risk to the extent of the unhedged exposure. While this may theoretically increase the risk for conflicts of interest between us and our clients, we have implemented appropriate safeguards to prevent and manage them (please see below).

We determine whether to hedge a trade based on internal risk controls, market conditions, and trade-specific order data (including certain data from our past dealings with you). Predefined exposure limits, risk appetite, and stop-loss thresholds always take precedence and trigger an immediate external hedge if breached. Where risk capacity exists, our post-execution decision accounts for market volatility, liquidity, instrument properties, and real-time order data. This order data includes position details (such as notional value, trade direction, quoted price, and margin rate) as well as historical trading patterns, allowing us to decide on a trade-by-trade basis whether to retain the market risk internally or route it to external liquidity providers.

To mitigate potential conflicts of interest arising from our role as a counterparty to your transactions, we have established a pricing process that operates independently of our hedging activities with the exemption of matched principal trading. That means that the pricing, dealing on own account activities and hedging with liquidity providers are generally segregated and operated independently. Our pricing policies for instruments admitted to trading on a trading venue, such as US/EU shares, are clearly defined with reference to prices from the most relevant trading venues. For financial instruments traded outside a trading venue (such as CFDs), our pricing is based on observable market prices of

equivalent or comparable instruments from reliable sources, and is benchmarked against prices offered by other CFD providers within the EEA. Importantly, trading on a matched principal basis does not remove, waive, or diminish our best execution obligations. Similarly, our execution process is designed to remain independent of and unaffected by our hedging activity, with the exemption of matched principal trading. Generally, once we accept and confirm your order at a specific price, we are committed to executing it at that price, regardless of the timing of our hedging transaction or the prices offered by our hedging counterparties after your order is executed. Where we execute your order on a matched principal basis, we pass on the execution conditions achieved with our liquidity provider without exercising arbitrary discretion over these terms. Therefore, regardless of the timing or methods of the hedging model utilized, we ensure that client orders are executed fairly and without bias. We continuously and independently monitor the quality of execution, including where conducted on a matched principal basis, and the effectiveness of the separation between our pricing and hedging activities. Where any issue is identified that could adversely affect client outcomes, we take appropriate remedial action without undue delay.

Personal Trading
Real or possible conflicts identified by Revolut Systems and controls for managing conflicts of interest

Relevant persons (or their Connected persons) may undertake personal account dealing, including personal investments in securities or funds. This may cause a conflict between Relevant person’s (or its Connected person's) and Revolut’s clients’ interests, as this may encourage ‘front running’ or the use of confidential information for personal gain.

Certain potential or perceived Conflicts of Interests may arise in relation to, among other, trading activities of the clients and safeguarding of clients’ financial instruments. Conflicts of Interests may arise in situations in which Relevant Person have access to Revolut's client sensitive trading-related information and potentially personally benefit from this information.

We maintain adequate arrangements aimed at managing or preventing Personal transactions that may give rise to a conflict of interest and preventing Relevant persons (or their respective Connected persons) from insider trading, trading on material non-public information, and/or disclosing or misusing confidential information relating to clients or their transactions to third parties. Specifically:

- Relevant persons are not permitted to enter into Personal transactions which conflict, or are likely to conflict, with obligations of Revolut under applicable laws on markets in financial instruments or market abuse;

- We require all Relevant persons (and Connected persons to the extent necessary) to be always aware of our restrictions on Personal transactions, and of the measures established by Revolut in connection with Personal transactions and disclosure of confidential information;
- We require all Relevant persons to promptly notify us of Personal transactions they enter into, if the value of the transaction exceed predetermined amount;
- Personal transactions are subject to a predefined minimum holding period;
- Relevant persons are required to attest compliance with, and understanding of, Revolut's conflicts of interest arrangements and controls as part of Revolut's Annual Attestation Process.

When we outsource certain functions to third parties, we make sure that the entity to which the activity is outsourced maintains a record of Personal transactions entered into by the Relevant person within that entity and provides such records upon our request.
Failure to meet the above requirements amounts to a breach of our Personal Account Dealing Policy, which could entail further regulatory implications for those found in breach.

Gifts or Entertainment
Real or possible conflicts identified by Revolut systems and controls for managing conflicts of interest

Relevant persons may give or receive gifts or entertainment to or from third parties in relation to investment services provided to our clients which could influence their behaviors to act in an inappropriate or unethical manner to the detriment of clients. This could prevent Revolut from focusing on the appropriateness of costs charged for services and the quality of services offered, potentially leading Revolut to favor the interests of a third party over its clients' interests.

To manage the risks associated with gifts and entertainment, Revolut's Anti-Bribery and Corruption Policy sets out specific requirements and procedures related to the provision and receipt of gifts and entertainment. Revolut employees are required to undertake mandatory anti-bribery and corruption training periodically. Revolut seeks to ensure that its employees do not offer or give, solicit or accept gifts or entertainment which are likely to conflict with the duties owed to its clients or influence their behaviour in any way that is detrimental to the interests of the relevant client. All gifts and entertainment received from or provided to third parties must be a reasonable non-monetary benefit, such as participation in conferences, seminars and training events, low-value hospitality (e.g., food and drink), and enhance the quality of service to clients. Gifts and entertainment must be declared and recorded, and pre-approved by Compliance or the Relevant Person's manager in cases of items of low value. In certain circumstances, gifts and entertainment

will not be permitted. The compliance function conducts periodic compliance assurance reviews to assess the control framework in place at Revolut to manage the risks associated with the giving and receipt of gifts and entertainment.

Outside Business Interests
Real or possible conflicts identified by Revolut Systems and controls for managing conflicts of interest

Relevant persons may hold outside business interests such as directorships, advisory, supervisory or management board memberships, trusteeships or otherwise serve in alternative roles either within the Revolut Group or in a different capacity for other public or private companies or charities. These outside business interests may create conflicts with the best interests of clients.

Revolut has controls in place so that where outside business interests are held by individuals, or an individual intends to hold such a position, reporting and, in many cases, pre-approval is required. In addition, directors, management board members and members of relevant governing bodies of Revolut (e.g Members of Executive Risk Committee) are required to declare any conflicts of interest in accordance with their duties.

Remuneration incentives
Real or possible conflicts identified by Revolut Systems and controls for managing conflicts of interest

Revolut's Global Staff Remuneration & Governance Policy contains measures to avoid conflicts of interest, encourages responsible business conduct, and promotes risk awareness and prudent risk taking. Specifically:

- Our remuneration practices are designed in such a way so as not to create a conflict of interest or incentive that may lead Relevant persons to favour their own interests or Revolut's interests to the potential detriment of our client.
- We do not remunerate or assess the performance of our staff in a way that conflicts with our duty to act in your best interests.
- We always maintain a balance between fixed and variable components of remuneration, so that our remuneration structure does not favour the interests of Revolut or its Relevant persons against your interests.
- Remuneration and similar incentives of Relevant persons are never solely or predominantly based on quantitative commercial criteria, and fully considers appropriate qualitative criteria reflecting compliance with the applicable regulations, the fair treatment of clients and the quality of services provided to our clients.

- Our remuneration practices apply to all Relevant persons to the extent that the remuneration of such persons and similar incentives do not create a conflict of interest that encourages them to act against your interests.
-