

# Conflicts of Interests Policy and Inducements Disclosure

This version of our Conflicts of Interests Policy and Inducement disclosure will apply from 13 December 2024. If you would like to see previous versions that applied until 13 December 2024, please click [here](#).

## 1. Introduction

This summary of 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, bonds units in money market funds ("**MMFs**"), exchange-traded funds ("**ETFs**") and contracts for difference ("**CFDs**"), which we may make available to trade via the investment platform. When providing investment services, Revolut acts in an agent 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, and 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 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 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 money market funds 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; and
- discretionary portfolio management services;

Revolut also provides the ancillary service of safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management.

Revolut is also licensed to provide other investment or ancillary services, such as (among others) investment advice, underwriting and placing of financial instruments, and investment research and financial analysis, 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 or 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**

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 financial instruments that may cause or lead to a conflicts 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**

Due to the nature of Revolut investment business and investment and ancillary services it currently provides or investment activities it carries out, Revolut (or Revolut Group entities) is not and should not be in possession of Inside Information.

Therefore, Relevant Persons are not expected to receive or possess Inside Information in the course of their role.

Relevant Person must not trade on the basis of Inside Information (regardless of the source of obtaining such information). If 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 as stated in the Market Abuse Policy.

Considering above and subject to Personal Account Dealing Policy, Revolut deems that there are no specific financial instruments, purchase or selling (or entering into other transactions in relation to such instruments) of which should be prohibited to Relevant Persons or shareholders of Revolut.

## 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 or provide any recommendations regarding any particular financial instrument. When providing investment services to you, we will be acting in an agent capacity, by transmitting your orders to a third party broker for execution or onward transmission. When we act as an agent, our primary obligation is to ensure that your orders are transmitted to the third party broker promptly and fairly.

Revolut will act in an agent capacity in relation to stocks, exchange traded funds (ETFs) and money market funds and whenever it provides portfolio management services (Robo-Advisor) to you.

When providing portfolio management services, we analyze 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.

Revolut does not engage in dealing on own account trading activity or act in other principal trading capacity (i.e. proprietary trading) in relation to financial instruments available on the investment platform. As such, we deem that no conflicts arise between Revolut, its Relevant persons (or its Connected persons) and its clients in this regard.

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. 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.

The selected third party broker(s) 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

RSEUAB does not accept and retain any fees, commissions or any monetary or non-monetary benefits from any third parties in relation to the investment services provided to our clients ("Inducements"), except in cases where such Inducements are returned directly to clients, as in relation to our ETFs Investment Plans service.

If we receive Inducements from any third party in relation to our execution-only services, we will either return them to such a third party or transfer all such payments and/or benefits to our clients. If, however, 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 may decide to retain such payments and benefits. 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.

We receive Inducements from third parties in relation to executing your transactions in eligible instruments under the ETF Investment plans, however we return them to you in full. To ensure that you benefit from these Inducements immediately, Revolut will pre-fund the payable commission fee, passing the financial benefit on to you upfront. Future payments received from third parties will then be offset with the amount of Inducements that have already been returned to you.

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. In case you would like to understand how much inducements Revolut will receive for your orders under different market conditions and the exact calculation methodology in place, kindly refer to our Ex-Ante Costs & Charges Disclosures. r

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 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 does not receive any remuneration, discount or non-monetary benefit from any third party for executing client orders on a particular trading venue or execution venue or for forwarding client orders to any third party for their execution on a particular execution venue (also known as payment for order flow).

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

### **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 RSEUAB 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 an obligation 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.