

# CONTRACT FOR DIFFERENCE TRADING TERMS

**CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. Between 74-89% of retail investor accounts lose money when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.**

This version of our terms and conditions applies from 3 March 2025. If you would like to see all previous versions, please click [here](#).

## 1. Introduction and general information

This document sets out the terms and conditions, and other important information, that apply to our investment services in relation to financial contracts for differences ("**CFD**" or "**CFDs**") and the related sub-account of the investment account. We call this document the "**CFDs trading terms**".

Customers (including "**you**" or "**your**") of Revolut Securities Europe UAB ("**Revolut Securities**", "**we**", "**us**", or "**our**") must open an investment account with us before they can use our investment services in relation to CFDs.

You should carefully read these CFDs trading terms, together with the [Revolut Securities Europe UAB Terms and Conditions](#) ("**Revolut Securities Terms**"), before you enter into the agreement with us and place your first order in respect of CFDs, as they contain important information on how we will provide our investment services to you and what responsibilities you have when using our investment services in relation to CFDs.

Our agreement with you in relation to our investment services in relation to CFDs consists of:

- these CFDs trading terms,
- Revolut Securities Terms,
- [Order Handling and Best Execution Policy and Summary](#) (the "**Best execution policy**"),

- [Description of Services, Financial Instruments and Risks](#) (the “**Risk description document**”),
- [Conflicts of Interest and Inducements Policy](#).

These documents are available on our website and through our CFDs trading platform (as defined below) and form a legal agreement (this “**agreement**”) between:

- you; and
- Revolut Securities Europe UAB.

If there is any inconsistency between the Revolut Securities Terms and these CFDs trading terms, the CFDs trading terms will apply in respect of the inconsistency. If a word or phrase is not defined in the CFDs trading terms, it will have the meaning given to it in the Revolut Securities Terms. Unless context requires otherwise, references to the investment services in the Revolut Securities Terms include our services in relation to CFDs covered in these CFDs trading terms, and references to the investment platform include the CFDs trading platform, which is the electronic investment platform available via the Revolut app through which our investment services in relation to CFDs will be provided to you (we will call it “**CFDs trading platform**”).

We might decide to change the agreement in accordance with Section 45 of the Revolut Securities Terms. You must always ensure that you have reviewed and are aware of these changes and the latest version of these CFDs trading terms in force. Although we strongly encourage you to read entire Revolut Securities Terms carefully before you open a CFDs trading account, your attention is drawn in particular to the following Sections of the Revolut Securities Terms: Section 9 (limitations of our execution-only services), Section 11 and 12 (your representations and covenants), Section 23 (circumstances under which we can refuse your CFDs orders), Section 30 (our rights on the occurrence of market disruption and exceptional events), Section 31 (our rights on the occurrence of a breach event in relation to you), Section 34 (limitation of our liability), Section 35 (events when we’ll ask you to indemnify us), Section 36 (our rights in the event of market abuse and an abusive trading strategy used by you).

Your attention is drawn to the provisions of these CFDs trading terms that are **highlighted in bold** as they set out important information about our relationship with you and the services we provide to you.

**For your own benefit and protection, before you open a CFDs trading account and/or place any CFDs order (as these terms are defined below) with us you should carefully read and understand any document forming the agreement and any other information or documents that is relevant to your investment (such as Key Information Document ("KID")) that we make available to you via the CFDs trading platform or our website. Your attention is drawn in particular to the following Sections in these CFDs trading terms: Section 7 (Leverage and Margin requirement), Section 11 (Automatic closure of your CFDs positions), Section 12 (Negative balance protection), Section 14 (Execution of CFDs), Section 15 (Corporate actions), Section 16 (Exceptional events and our reserved actions).**

Although we are required under applicable law to implement certain measures to protect your interest, such as leverage limits, a margin close-out rule on a per account basis, a negative balance protection on a per account basis that protects you from losing more than your invested amount, **we won't be responsible for any losses you suffer as a result of you entering into CFDs transaction.**

**By agreeing and accepting these CFDs trading terms, you confirm that you fully understand the risks associated with CFDs trading and/or have sought independent investment, financial, legal, tax and other necessary professional advice before using our investment services.**

The agreement will take effect and apply to you from the date you accept these CFDs trading terms and open your sub-account of your Investment account dedicated for entering into CFDs transactions. We will call this sub-account, the **"CFDs trading account"**. CFDs trading account in the Revolut app might be called the **"margin account"** which should be understood as synonymous with a CFDs trading account.

This agreement is supplied to you in English and we will communicate with you in English for the duration of this agreement. Any version of this agreement or CFDs trading platform provided in another language than English is for your convenience only. In case of any inconsistencies between the documents and/or information in English and the version of that document and/or information we provide to you in a language other than English, the English version of such documents and/or information will apply.

## 2. What is a contract for difference?

A CFD is a contract between a 'buyer' and a 'seller' to exchange the difference between the current price of an underlying asset (e.g. shares, currencies, commodities, indices, etc.) and its price when the contract is closed. The purpose of CFDs is to give the holder an exposure, which can be long or short, to fluctuations in the price, level or value of an underlying asset. In other words, CFDs allow you to take advantage of prices moving up (by taking 'long positions') or prices moving down (by taking 'short positions') on the underlying assets. Where the buyer of the CFD expects the value of the underlying asset to rise in the future (i.e. the client holds a long CFD position), the buyer of the CFD makes a profit if the value of the underlying asset has risen from the value on the day the CFD was entered into and a loss if the value of the underlying asset has fallen. On the other hand, when the buyer of the CFD expects the value of the underlying asset to fall in the future (i.e. the client holds a short CFD position), the buyer of the CFD makes a profit if the value of the underlying asset has fallen from the value on the date the CFD was entered into and a loss if the value of the underlying asset has risen.

CFDs will not entitle you or us to any rights in relation to the underlying asset of that CFD position. A CFD is a cash-settled contract, which means that neither you nor we will have an obligation to make a physical delivery of a particular underlying asset of the CFDs transaction. Additionally, trading CFDs will only give you an economic exposure to the underlying asset (e.g. shares) but you will not become the owner of such asset.

Considering their nature, CFDs are typically executed on an over the counter or 'OTC' basis and not through a regulated market, multilateral trading facility or organised trading facility (collectively called "**market or exchange**"). **By agreeing to, and accepting, these CFDs trading terms, you give us express consent that your orders may be executed outside of a market or exchange.**

**By agreeing to, and accepting, these CFDs trading terms, you understand that we:**

- **under certain conditions, will have to automatically close your CFDs position(s) without giving you notice or by giving you very short notice (as explained in more detail in Section 11); and**
- **may change the applicable Margin (as defined in Section 7 below) requirements at our sole discretion or if that is required under applicable laws by giving you very short notice. That may also happen in relation to your open CFDs positions; and**
- **due to an exceptional event (as defined in Section 16 below), may not be able to give you notice of changes to the Margin requirements at all.**

**We will exercise our rights to automatically close your CFDs position(s) and change the Margin requirements in accordance with the agreement and applicable laws.**

**You understand and confirm that, due to high leverage, changes in Margin requirements, including on open CFDs positions, and volatility of the underlying assets, you must devote sufficient time to consistently manage and monitor all your CFDs positions.**

Please review our [Risk description document](#) and the KID on the relevant CFD available on the Revolut app before you open your CFDs trading account and submit your CFDs order to understand the key risks and features of entering into a CFDs transaction.

### **3. CFDs trading services**

The investment services we will provide to you under the agreement are non-advised execution-only services in relation to CFDs transactions (the **"CFDs trading services"**). We will provide you CFDs trading services via our CFDs trading platform that is part of the Investment platform where we provide other investment services to you. We will act as an agent when providing you with the CFDs trading services. Your CFDs orders will be executed by the **"third party broker"**. Information about the third party broker for CFDs transactions, including its selection and monitoring, is provided in our [Best Execution Policy](#). We will enter into each CFDs transaction with the relevant counterparty on your behalf.

We do not provide any investment, financial, legal, tax, or similar advice or personal recommendation in relation to CFDs trading services (non-advised services) and you remain fully responsible for all investment decisions and actions pertaining to CFDs transactions you enter into via our CFDs trading platform.

Any information received from us or available on the CFDs trading platform or our website, including market data, CFDs prices, should not be understood as advice or treated as such. All such information and documents were provided to you without taking into consideration your personal circumstances.

You'll be able to access our CFDs trading services and enter into CFDs transactions through our CFDs trading platform. Relevant information on CFDs will be provided to you on our CFDs trading platform.

### **Appropriateness assessment**

CFDs are highly complex and leveraged financial instruments that carry a high level of risk. CFDs are intended for investors who have sufficient experience and knowledge in trading such instruments and are able to understand and accept the risk associated with such leveraged products. Therefore, before you can start trading CFDs, we have a regulatory duty to assess whether the CFDs with specific underlying assets are appropriate for you (the "**appropriateness assessment**"). We will carry out an appropriateness assessment by asking you to provide relevant information about your knowledge and experience relevant to trading CFDs products.

It is utmost important and in your best interest that you provide us with up-to-date, accurate and complete information and inform us immediately of any changes. For more information on how we will carry out appropriateness assessment and consequences of not providing requested information or providing insufficient information, please see the Section 8 (Execution-only services) of our Revolut Securities Terms.

**You confirm and understand that you will be solely responsible for all your decisions to trade if you decide to proceed with trading CFDs after you received our warning that this financial instrument is not appropriate for you.**

## **4. CFDs products and their types**

A CFD instrument with a specific underlying asset that can be traded via the CFDs trading platform will be displayed in the CFDs trading platform and may change from time to time. We will call such a CFD instrument, the "**CFDs product**".

You can submit instructions to open or close a long or short CFDs position in a particular CFDs product by using our CFDs trading platform. We call such instructions the "**CFDs order**". When you place a CFDs order you will be asked to provide the relevant information about your CFDs order. After your CFDs order is executed and you enter into CFDs transaction, you'll be able to monitor all your open CFDs positions in particular CFDs products via the CFDs trading platform. We will call the net sum of all CFDs transactions in a particular CFDs product in your CFDs trading account, the "**CFDs position**".

We can't guarantee that any specific CFDs product that may be available to trade at any given point in time will always remain so available or accessible via the CFDs



trading platform, and we have sole discretion whether to add, suspend and/or remove from the CFDs trading platform any CFDs product at any time.

In addition, we may impose restrictions or limitations on certain CFDs products and/or volumes of CFDs products that may be bought or sold by you via the CFDs trading platform and we will change such restrictions and limitations from time to time. More information on such restrictions and limitations is provided in Section 5 (Attributes) of these CFDs trading terms.

If we remove a CFDs product from our CFDs trading platform in which you have an existing CFDs position, we will give you an advance notice via email and/or in-app notification and the removal of such CFDs product will take effect on the date indicated in such notice.

It is your responsibility to cancel any pending CFDs orders or close relevant CFDs positions in respect of the CFDs product that is being removed from our CFDs trading platform in accordance with the terms and within the timeframe indicated in our notice. If you fail to do so, we might need to cancel pending CFDs orders and/or close existing CFDs positions in such CFDs products at the then current price (as defined in Section 9 below).

In certain events, such as when we can no longer legally offer such CFDs products or if there are fundamental changes of conditions in the market or exchange of the underlying asset of such CFDs product or exceptional event or Corporate action occur, we might remove the CFDs product without any advance notice.

We will use our reasonable endeavours to give you sufficient time and opportunity to cancel any pending CFDs orders or close CFDs positions in a relevant CFDs product that is being removed. However, in certain events it might not be possible and we might be required to cancel your pending CFDs orders and close relevant CFDs positions immediately.

We will act in your best interests and take into account the market standard and relevant circumstances of each specific case whenever we need to cancel your pending CFDs orders or close CFDs positions in CFDs products that are being removed or suspended from the CFDs trading platform. However, we won't be responsible for any losses or expenses you may incur as a result of suspension, removal and/or force liquidation of your CFDs positions unless it is a direct result of our fraud, wilful act or gross negligence.

## 5. Attributes

We will set various limitations, restrictions and other features that apply to CFDs orders, CFDs transactions in respect of each CFDs product and/or your CFDs trading account, including, trade limits (highest and lowest notional value of your CFDs position in a particular CFDs product), tier sizes, spreads, trading hours (as defined below). We will call them “**Attributes**”. Information on Attributes in respect of relevant CFDs products will be available through our CFDs trading platform.

Before placing or modifying your CFDs order, you must know all the current Attributes applicable to specific CFDs products by checking the information available on our CFDs trading platform. Unless we agree otherwise, the same Attributes will apply to all your CFDs trading accounts that you’ve opened with us.

You understand and agree that we may amend these Attributes at any time and such amendments may take effect immediately after they are made. We are not responsible for notifying you about such amendments of Attributes. Due to changes of certain Attributes, you may be required to close any affected CFDs transaction.

If the execution of a CFDs order would result in a breach of the Attribute relevant for that type of CFDs order, the CFDs order will be automatically rejected. We will also reject relevant CFDs order or instruction to modify existing pending CFDs order if the acceptance of such CFDs order or instruction would result in a breach of the relevant Attributes.

In addition, we may, in our sole discretion, set limits on your CFDs trading account that restrict the number of CFDs orders and/or pending CFDs orders that could be placed by you or CFDs positions that you may have opened in your CFDs trading account.

We won’t be responsible for your losses or costs you incur as a result of rejected or cancelled CFDs order, or closed CFDs position that breaches, or would breach if executed, the Attributes set on your CFDs orders, CFDs positions and/or your CFDs trading account, unless it is a direct result of our fraud, wilful act, fraud or gross negligence.

## 6. CFDs trading account



Before entering into CFDs transactions, we will ask you to open a dedicated CFDs trading account that will be used for adding and withdrawing money, displaying your cash balances, submitting CFDs orders and carrying out other activities in relation to CFDs transactions.

You'll be able to monitor your CFDs trading account and all open CFDs positions via our CFDs trading platform available through the Revolut App. You are responsible for any costs and charges incurred in the process of making any payment to your CFDs trading account.

You may fund your CFDs trading account by transferring money from your account opened with the Revolut account offering entity or by other means indicated in Section 38 (Order payment) of Revolut Securities Terms.

When you transfer funds to your CFDs trading account, we'll treat this as an instruction from you to transfer such funds to the segregated money account opened by our third party broker. Your money will be held and maintained in a segregated client money bank account opened with an authorised credit institution established in the European Union. We are not responsible for any losses you may suffer as a result of any action that the third party broker or the authorised credit institution takes or fails to take in connection with client money other than as a result of our fraud, wilful act or gross negligence.

We might, however we do not have an obligation to, make the transferred funds immediately available for you to enter into CFDs transaction. Otherwise, the transferred funds will be available for CFDs trading once the third party broker receives your funds and credits your CFDs trading account which might take up to one (1) business day. Once the funds are available to pay for your CFDs orders, relevant amounts will be displayed via our CFDs trading platform. In case of delays of crediting your CFDs trading account, we and our third party broker will not be liable to you for any loss arising as a result of any delay in crediting any payment to your CFDs trading account.

Your CFDs trading account will be credited only in a currency in which your CFDs trading account is denominated. If you wish to transfer funds to your CFDs trading account in another currency, such funds will be converted by us or the Revolut account offering entity and currency conversion fees may apply. Currency conversion rate and any charges applied will be displayed in the Revolut app.

You understand and agree that you cannot give any money withdrawal instructions or instructions in relation to your CFDs transactions to our third party broker and you should give all such instructions to us. Third party brokers or any third party will not accept nor fulfil your instructions in relation to your CFDs trading account or your CFDs positions.

The cash balance displayed in your CFDs trading account does not necessarily represent the amount of money you may withdraw. That means that, if you have any open CFDs positions, you will be able to make a request to withdraw money up to the amount which is either the amount equal to your Available to Invest (as defined below) balance or amount of cash (as defined below) held in your CFDs trading account, whichever is lower. Cash held in your CFDs trading account includes any amounts successfully credited to your CFDs trading account and realised profits from your closed CFDs positions **less** any fees and charges you owe to us, any realised losses from your closed CFDs positions as well as money you have withdrawn from your CFDs trading account. We will call it "**cash**".

Your "**Account value**" is the sum of your cash held in your CFDs trading account and any net unrealised profits and losses (as applicable) of your CFDs positions calculated based on the indicative price displayed on the CFDs trading platform and updated in real-time during the trading hours. For the avoidance of doubt, financial instruments and/or funds held in your other investment account opened with us will not be taken into account when calculating your Account value. Your "**Available to Invest**" balance means the amount equal to your current Account value **minus** the amount of Margin required to keep all your CFDs position open.

It is very important that you constantly monitor the value of your CFDs trading account which will be displayed on the CFDs trading platform and updated in real-time during the trading hours.

We do not accept responsibility for any losses or costs you suffer as a result of you entering into CFDs transaction with money placed in or credited to your CFDs trading account in error by us or our third party broker. We or our third party broker will be entitled at any time and in our sole discretion to deduct, without notice or recourse to you, any money placed in or credited to your CFDs trading account in error by us or on our behalf.

You understand and agree that no interests will be paid to you on the money held on your behalf or otherwise under the agreement.

Considering the leverage and volatility of the relevant markets or exchanges of the underlying assets, you may wish to add sufficient funds into your CFDs trading account above the Margin required to open and maintain your CFDs positions to ensure that your Account value exceeds your combined Margin requirement applicable on all your open CFDs positions. Before transferring money to or from your CFDs trading account, you should consider your open CFDs positions, pending CFDs orders, the volatility of the underlying assets and the time it will take for you to make further payments of cleared funds to us.

We may combine and net your CFD transaction opened at the same time in respect of the same CFDs product (i.e., CFD which has the same underlying asset), which will be reflected in your CFDs trading account.

We may in our reasonable discretion refuse or delay giving effect to your request for a withdrawal of money from your CFDs trading account (in whole or in part), including as a result of any request to close the CFDs trading account. In these events, we will notify you in writing as soon as reasonably practicable.

## **7. Leverage and Margin requirements**

CFDs are leveraged financial instruments. This means that CFDs offer exposure to the underlying asset while requiring you to put down only part of the total (notional) value of the CFDs position. Such initial deposit expressed as a certain percentage of the total value of the CFDs order is called **"initial margin"**. We will use your initial margin as a security against potential losses you may incur under your CFDs transactions and we will require you to either pay this amount to us or hold it in your CFDs trading account. We will collectively call the initial margin and any other amounts we require from you to keep your CFDs position open, the **"Margin"**.

We will set the amount of the initial margin required to trade specific CFDs product and other Margin requirements before you enter into CFDs transaction. We will provide all the relevant information on the Margin requirements on the CFDs trading platform. As the initial margin is calculated based on the value of the underlying asset of the CFD, the initial margin payable for opening a CFDs transaction will fluctuate in accordance with the value of the underlying asset. This means that the initial margin presented to you before you submit the CFDs order might be higher (or lower) compared to the actual initial margin that is payable upon entering into CFDs transaction. That's why you may always wish to have a cash balance in your CFDs trading account that exceeds your Margin requirements.

Initial margin requirement will vary depending on the underlying asset of the CFDs product you wish to trade, with more volatile financial assets generally requiring a higher initial margin, and will always be indicated in the CFDs trading platform. If you are a retail client, we are required under the applicable laws to set the minimum initial margin required to enter into CFDs transaction. This means that the minimum initial margin requirements for the CFDs products we offer, based on their specific underlying assets, are set by applicable laws and cannot be lowered. However, as noted below, we reserve the right, at our own discretion, to establish higher initial margin requirements than those required by law.

Initial margin requirement will be calculated and applied on a per CFDs position basis. Therefore, due to decrease in value of the underlying asset, the deposited margin might also decrease. To avoid closure of your CFDs positions when the CFDs trading account reaches the predetermined margin close-out threshold (Close-Out Level) described in Section 11 below, you might need to post additional funds (Margin) to keep your CFDs position open. The amount of money that you must have available as the Margin in your CFDs trading account in order to maintain CFDs Position will be indicated on our CFDs trading platform.

Unless you close a relevant CFDs position, money deposited as an initial margin for opening a particular CFDs position cannot be withdrawn from your CFDs trading account. If your Account value is lower than required Margin on all CFDs positions, you won't be able to withdraw any money unless you close one or more of your CFDs positions.

### **Changing the Margin requirements**

You will not be able to vary (decrease or increase) the Margin required to open and hold your CFDs position or change other Margin requirements, including, without limitation, Close-Out level, Reset level (as these terms are defined in Section 11 below) neither prior nor after you've entered into CFDs transaction.

We reserve the right, at our sole discretion, to change the Margin required to open and keep your CFDs position at any time. We might also change other Margin requirements applicable to the CFDs products, your CFDs positions and your CFDs trading account at any time. **You understand and agree that our right to change the required Margin or other Margin requirements also applies to your open CFDs positions which might result in automatic closure of your CFDs positions (as explained in Section 11 below).**

After you've entered into CFDs transactions, we may change the initial margin and other Margin requirements applicable to your open CFDs positions or your CFDs trading account where we reasonably consider it necessary, for example but without limitation, in response to or in anticipation of any of the following:

1. material changes in the markets or exchanges of the underlying assets of your CFDs transaction, including but not limited to material changes in the volatility and/or liquidity of the underlying asset or financial markets more generally, material price gaps, economic or political events and news, Corporate actions, and changes in market capitalisation;
2. delisting of underlying assets of your CFDs transactions, or change of the listing venue of an underlying asset to a market or exchange not offered or supported by us or our third party brokers;
3. an issuer whose underlying securities represent all or part of your CFDs transaction becomes (or there are rumours that it is going to be) insolvent or being suspended from trading in relevant markets or exchanges;
4. changes to applicable laws or regulations, including regulatory guidelines or explanations, affecting the margin requirements, trading, hedging or pricing of the underlying assets or provision of CFDs trading services to you;
5. our third party broker or our hedging counterparties change the margin requirements applicable to us or the margin rules set by the relevant market or exchange changes;
6. our exposure becomes concentrated in a particular market or exchange, or sector as a result of your CFDs positions with us or CFDs positions of our other clients;
7. occurrence of any other exceptional and extraordinary event or circumstance outside our control.

Although we will seek to give you advance notice before we make any changes to the Margin requirements on your open CFDs positions or your CFDs trading account, due to occurrence of the exceptional events (as defined in Section 16) we may only notify you after the changes were made.

We will exercise our right to change the Margin requirements on our CFDs product, your CFDs positions and/or your CFDs trading account in accordance with applicable laws, market standards, treatment we receive from our third party broker and/or hedging counterparties and having your best interests in mind. If we change the Margin requirements, such change might result in immediate closure of one or more



of your CFDs positions, unless you hold or deposit sufficient funds into your CFDs trading account within the timeframe specified by us.

We're not responsible for any losses or costs you suffer or incur as a result of us changing the required Margin or other Margin requirements other than as a result of our fraud, wilful act or gross negligence.

### **Monitoring of CFDs trading account and open CFDs positions**

You understand that the leverage can amplify your losses as well as returns, so that the higher the leverage, the smaller the adverse price movement required to deplete much or all of your posted Margin. That means that, with higher leverage there is a higher risk of potential losses if the value of your CFDs position drops. You further understand that higher leverage magnifies the costs of your investment relative to the required Margin **as all costs and charges are calculated and charged based on the total (notional) value of your CFDs transaction (and not on the required Margin amount). You understand that costs of highly leveraged CFDs position will deplete part of your initial margin immediately upon entering into CFDs transaction.**

You are responsible for monitoring your CFDs trading account, including all open CFDs positions, their unrealised profits and losses, cash balances available in your CFDs trading account and the Margin requirements. If you do not have sufficient funds in your CFDs trading account to meet the Margin requirement on your CFDs positions, we might close fully or partly some or all of your CFDs positions as further explained in Section 11. CFD positions will be closed by us in accordance with our [Best execution policy](#) and we might not give you any advance notice and will not permit you to choose the CFDs positions that should be closed or the timing of the liquidation of such CFDs positions.

As we may set or change various Attributes applicable to your CFDs trading account and/or CFDs positions as well as Margin requirements, you must ensure that sufficient Cash balance is deposited to your CFDs trading account or that open CFDs positions are reduced or closed to satisfy your obligations stemming from this agreement or CFDs transactions. Any failure to do so may result in automatic forced liquidation of your CFDs positions.

**You understand that CFDs trading is generally designed for short-term trading and requires regular monitoring, especially when positions are taken with higher leverage and/or in volatile market conditions.**



## 8. CFDs Orders

You must have sufficient Available to Invest (as defined in Section 6 above) balance in your CFDs trading account to meet the relevant initial margin requirement for a particular CFDs order you want to submit. Otherwise, you will not be able to submit a CFDs order.

Relevant initial margin requirements in relation to specific CFDs products will be indicated in the CFDs trading platform. More information about leverage and (initial) margin requirements is provided in Section 7 of these CFDs trading terms.

### CFDs order types

The types of CFDs orders available to you in respect of a particular CFD and the details of when those CFDs orders might be placed or modified will be set out in our CFDs trading platform. Please refer to Section 18 (Order types) of the Revolut Securities Terms for more information on order types. You understand and agree that we cannot guarantee that a specific CFDs order type will be available at all times and/or that you will be able to submit a specific order type in all or any CFDs available via the CFDs trading platform.

You understand and agree that the ability for you to use CFDs stop order type (as explained in Section 18 (Order types) of Revolut Securities Terms) is not guaranteed. This means that in the event of highly volatile trading conditions in an underlying asset, such a CFDs stop order might not limit your losses as expected.

### Trading hours

You can submit a CFDs order at any time during the regular trading hours specified in the CFDs trading platform for the relevant CFD. The **"trading hours"** are those during which our CFDs trading platform or our third party broker will generate the prices of the CFDs and during which you may place your CFDs order or give us instructions in relation to your CFDs transactions.

As different CFDs products might have different trading hours, it is your responsibility to monitor the relevant trading hours specified in our CFDs trading platform. If you submit a CFDs order outside the trading hours or when the underlying asset is suspended or not available to trade, then the relevant CFDs order will be executed as soon as reasonably possible under the prevailing market conditions when the trading resumes.

Some, but not all, types of CFDs orders may be submitted through our CFDs trading platform outside of the trading hours for the relevant CFDs. If you submit an order outside the regular trading hours, your CFDs order may not be executed based on the quote displayed via the CFDs trading platform and certain limitations might be applied as well as certain functionalities might not be available.

### **Order execution**

We have no obligation to accept your CFDs order that was submitted in any other way than via our CFDs trading platform.

A CFDs order will only be deemed to have been received by our CFDs trading platform at the time at which we actually receive it and transmit it to our third party broker for execution, which may not be immediately after you submit that CFDs order. Placing a CFDs order does not guarantee that a CFD transaction will be entered into as we and our third party broker reserve the right to reject your CFDs order. A record of any executed or rejected orders can be accessed through our CFDs trading platform.

Due to liquidity and volatility of the markets or exchanges of the underlying assets, we and our third party broker cannot guarantee that your CFDs order will be executed or that your execution price will be the same as your CFDs order price indicated on the CFDs trading platform. This is called 'slippage', which means that the price at which your CFDs order will be executed might be less or more favourable to you than the price displayed on our CFDs trading platform prior to submitting the CFDs order. You are responsible for checking the price at which your CFDs order has been executed.

Subject to provisions of our agreement, you and we may modify or cancel any pending CFDs order at any time until that CFDs order has been executed by our third party broker. Where available, you may do that through our CFDs trading platform. You agree that, in certain circumstances and depending on the CFD you wish to trade, we will not be able to fulfil your request to modify or cancel your pending CFDs orders. We will not be responsible for any losses, costs or expenses you incur due to our inability to modify or cancel your pending CFDs order, unless it is a direct result of our wilful act, fraud or gross negligence.

We have a right to refuse your CFDs order set out in Section 23 (Refusal of orders) of Revolut Securities Terms and a right to modify, cancel and/or reject your CFDs orders. In addition, we may, in our sole discretion, refuse to accept any instructions, set specific reduce only (as explained below) or unauthorised to trade (as explained below) restrictions on CFDs products or your CFD positions, CFDs orders and/or your CFDs trading account, if we reasonably deem that necessary or have reasonable

grounds to do so. Such grounds include, without limitation, the events where execution of your CFDs order would exceed the risk parameters set by us or our third party broker or your CFDs trading account indicates abnormal or abusive trading activity.

By applying a **“reduce only”** restriction on our CFDs or your CFDs positions we will prevent you from placing a CFDs order or increasing your CFDs positions in relation to such CFDs, and you will only be able to fully or partially close your CFDs positions. The reduce only restriction might be applied on specific CFDs products, your CFDs positions or your CFDs trading account. When we set your account to the **“unauthorised to trade”** state, we will suspend your ability to place any CFDs order or to give any instruction in relation to your CFDs trading account. **Although we will seek to give you notice in advance before we refuse your CFDs orders or instructions, set any restrictions on your CFDs orders or positions and/or CFDs trading account, you agree that, in certain cases that might be impossible, and we will inform you only after we impose such restrictions.**

CFDs offered via our CFDs trading platform do not have a predetermined expiration date. This means that, unless you have submitted a CFDs Stop Order (as it is explained in Section 18 (Order types) of Revolut Securities Terms), or your CFDs trading account reached the predetermined margin close-out threshold (i.e., Close-Out Level as defined below) after which it will be closed, you will be responsible for closing the CFDs position yourself.

We reserve the right to close your CFDs position in special circumstances, such as corporate actions (as explained in Section 15 below) as well as due to occurrence of exceptional events (as explained in Section 16 below).

## **9. Price and pay-out**

As we act as your agent in relation to your CFDs transactions, your CFDs order will be executed by our third party broker. We will enter into each CFDs transaction with the relevant counterparty on your behalf and your account.

The price used to enter into a CFD transaction through our CFDs trading platform is generated by our third party broker and will be displayed on the CFDs trading platform. We call it the **“price”**.

The prices of CFDs offered under our CFDs trading platform is determined based on the prices of the relevant underlying assets. Prices of the relevant underlying assets

are collected from independent market data providers and markets or exchanges in order to ensure that the prices are fair and correspond to our best execution obligations. However, you understand that the price displayed on the CFDs trading platform might differ from the price of the underlying asset available on the respective market or exchange where the underlying asset is traded or the price generated by other providers offering similar services.

All CFDs orders you submit via our CFDs trading platform are executed outside the relevant market or exchange, i.e., on an over the counter or 'OTC' basis. Please review our [Risk description document](#) for risks related to trading financial instruments OTC.

During the trading hours for CFDs, our CFDs trading platform will display the prices for the CFDs. Relevant prices might not be displayed or materially incorrect prices might be displayed if the CFDs trading platform is unavailable or exceptional events have occurred that result in us taking the reserved actions.

When the CFDs position is closed, you will receive or pay the difference between the closing value and the opening value of the CFD which will be derived based on the price of the underlying asset. The realised profit or loss under your CFDs transaction will be determined based on the execution prices when you entered into and closed your CFDs transaction. If the difference is positive, your CFDs trading account will be credited by us with the amount equal to the realised profits. If the difference is negative, relevant amounts equal to the realised losses will be deducted from your CFDs trading account. Any Margin required for opening and keeping the relevant CFDs position open will also be released back into your CFDs trading account. Any realised loss or profit will become due and payable immediately and will be credited to, or debited from, your CFDs trading account.

As your CFDs order has to be executed by our third party broker, you understand that the price at which a CFDs order will be executed may be less or more favourable to you than the price displayed on our CFDs trading platform when you place your CFDs order. This might be the case, for instance, due to market movements between the time you submit your CFDs order via our CFDs trading platform and the time such CFDs order is executed. You are responsible for checking the price at which your CFDs order has been executed via our CFDs trading platform and trade confirmations.

## **10. Client classification and protection afforded to Retail clients**

Under applicable laws, we're required to assign you a particular client category. As outlined in Section 6 (Client classification) of Revolut Securities Terms, we will treat you as a retail client, unless we expressly notify you otherwise.

Retail clients are afforded the highest level of protection available under the applicable laws, including leverage limits (i.e., minimum initial margin required), margin close-out and negative balance protections.

You may request to be categorised as a professional client, although we don't have to agree to your request. Re-categorisation as a professional client is further explained in Section 6 (Client classification) of Revolut Securities Terms.

## 11. Automatic closure of your CFDs positions

Whenever you want to enter into a CFD transaction, you are required to have at least the amount equal to required initial margin in your CFDs trading account, with this initial margin requirement dependent on the underlying asset of your CFDs order.

You understand that if the market moves against your CFDs position (i.e., the value of your CFDs position drops), we may require you to provide additional funds to maintain your CFDs position open (which might be a substantial amount depending on the size of your CFDs position). You might need to do that on a very short notice or without notice at all, in order to maintain your CFDs position open.

As a retail client, you are entitled to certain protections under applicable laws. One such protection is automatic closure of your open CFDs positions (we call it "**margin close-out protection**"). If your total Account value falls to 50% of the value of the initial margin required for all your open CFD positions, we must close out (or force liquidate) one or more of your CFDs positions on terms most favourable to you. We call this 50% threshold the "**Close-Out level**". Relevant information on the Close-Out levels in respect of specific CFDs product or your CFDs position will be displayed on our CFDs trading platform. We may change the relevant Close-Out level at any time and you are responsible to ensure that you know what is the Close-Out level applied on your CFDs positions by checking information provided in the CFDs trading platform.

If the Close-Out level is reached in your CFDs trading account, we will first close open CFDs position(s) with the highest unrealised losses by submitting a market CFDs order in relevant CFDs product on your behalf. We will close your open CFDs positions



until the ratio between the Account value and the initial margin required for all remaining CFDs positions reaches at least 70% (the “**Reset level**”). You understand that we might change the Reset level at any time without giving you an advance notice or any notice at all. If you have submitted pending CFDs orders in relation to the same underlying asset as the underlying asset of the CFDs position subject to automatic closure, such pending CFDs orders will be cancelled.

You understand and agree that due to sudden changes in the value of the underlying assets, we might not be able to close your CFDs positions immediately after your Account value drops below the Close-Out level.

We will take all reasonable steps to close such positions taking your best interest into account by following our [Best execution policy](#). However, you understand and agree that we do not guarantee that the specific CFDs positions will be closed at the predetermined Close-Out level or closed at all and you cannot rely on this protection as a sole protection to prevent you from incurring losses.

If you wish to keep all CFDs positions open in your CFDs trading account, you’ll need to regularly monitor your positions and maintain sufficient funds in your CFDs trading account above required Margin whenever your CFDs positions decrease in value.

Except for the information we provide to you under Section 18 of these CFDs trading terms and Section 28 (Trade confirmations and account statements) of Revolut Securities Terms, we have no obligation to inform you about the changes in your CFDs trading account balance and any Margin required to maintain CFDs positions. However, if we do, we will notify you about the need to add funds into your CFDs trading account via email, in-app notification or through our CFDs trading platform.

It is your responsibility to ensure that the Account value is always above applicable Close-Out level displayed on the CFDs trading platform. You understand that your Account value fluctuates based on the value of the underlying assets of your CFDs and you are responsible to constantly monitor your Account value. Automatic closure (or forced liquidation) of your CFDs positions might result in realised profit or loss to you.

Account value and unrealised profit and loss is determined based on the indicative prices displayed on our CFDs trading platform. You further understand that the unrealised profit or loss displayed in our CFDs trading platform at any time may not accurately reflect the realised profit and loss amounts that would be gained or incurred if you were to close the relevant CFDs position immediately.



**We will not be responsible or liable for any of your losses in relation to automatic forced closure of your CFDs positions, the timing or the price at which the CFDs position was forcibly closed or your costs or charges in relation to forced closure or subsequent re-entering into the CFDs transaction in relation to the same CFDs product, unless it is a direct result of our wilful act, fraud or gross negligence.**

## **12. Negative balance protection**

If you are a retail client, we are required under applicable laws to ensure that the total losses in respect of a CFDs trading account are limited to payments already made into that CFDs trading account and any realised profits on CFDs positions within the relevant CFDs trading account. If CFDs positions in your CFDs trading account incur additional losses, we will waive our right to claim the deficit and will return your CFDs trading account balance to zero. However, you agree and understand that it might not happen immediately after your balance turns negative. Such protection is called **"negative balance protection"**.

The negative balance protection aims at protecting retail clients in exceptional circumstances where there is a value change in the underlying asset that is sufficiently large and sudden that prevents us from automatically closing out the CFDs position(s) as required by the margin close-out protection rule, such that the client has a negative account value.

You are still obliged to ensure that your total Account value is higher than the Close-Out level (as defined above) indicated on the CFDs trading platform.

For the avoidance of doubt, negative balance protection will not apply to your financial instruments positions and/or funds held in other investment accounts opened with us.

## **13. Costs and charges in relation to CFDs**

You'll be charged certain fees, commissions and other costs in relation to trading CFDs with us. We may impose and/or vary costs from time to time where we have a valid reason for doing so. Whenever we change the fees, we will give you an advance notice of any such changes.

We will charge you a variable fee for each CFDs transaction where the underlying asset of such a transaction is listed equity shares. We call this variable fee the **"trading fee"** or **"CFD usage fee"**. We will display an indicative trading fee amount before you submit your CFDs order via our CFDs trading platform based on the indicative price of the CFDs product, however, the trading fee will be charged at the time your CFDs order is executed based on the execution price of the CFDs order.

We will charge (or pay to) you a fee for holding a CFDs position open at the end of each trading day. We call this the **"overnight fee"**. A **"trading day"** means a day on which the underlying asset of a CFD is traded on a market or exchange. This means that if you hold a CFDs position at the end of the relevant trading day, you will pay (or earn) for holding the CFDs position open overnight. The information on applicable overnight fee can be found on our CFDs trading platform, it depends on your CFDs position (long or short), and varies based on the applicable interest rate, our applied mark-up or mark-down, as well as the CFDs underlying asset you wish to trade through our CFDs trading platform.

We will not pay you the overnight fee for holding short CFDs positions overnight which amount to less than USD 0.01 or the currency equivalent.

When you enter into CFDs transactions, we or our third party brokers might charge a spread on the CFDs transaction which is the difference between the '*ask price*' (this is the price at which you can buy a CFDs product) and the '*bid price*' (the price at which you can sell respective CFDs product). We call it the **"spread"**.

You understand that trading fee, overnight fee, spread and other costs in relation to our CFDs trading services will be calculated and charged based on the notional value of your CFDs position and not on the initial Margin required to open and maintain your CFDs position.

You must have sufficient cash in your CFDs trading account to meet any overnight fee, trading fee, spread or any other costs. Any money due to us under the agreement, or required to be deducted by applicable law (including for tax purposes), may be deducted from any cash held by you in the CFDs trading account.

We reserve the right to deduct the payments you owe to us from the Margin posted for opening and maintaining CFDs positions.

All deductions from your CFDs trading account will be made in the currency in which your CFDs trading account is denominated. If you wish to transfer money into or out

of your CFDs trading account in different currencies, currency conversion fee might apply.

## 14. Execution of CFDs

If we accept your CFDs order, we'll transmit your CFDs order to the third party broker for execution in accordance with our [Best execution policy](#) available on our website.

We're not responsible for any movements in the underlying market or exchange of the financial asset between the time that your CFDs order has been submitted by you and the time that your CFDs order is executed or for any difference between the price for the relevant instrument displayed via the CFDs trading platform and the eventual execution price that was obtained at the point of execution of your CFDs order.

Our third party broker will be the sole execution venue of all your CFDs orders and will execute all your CFDs orders against its own proprietary capital and not through a transaction on any market or exchange. That means that our third party broker(s) will not use any other execution venues to execute your CFDs orders. We will enter into each CFDs transaction with the relevant counterparties on your behalf.

### Mistrades and Errors

We will have the right to cancel a CFD transaction if the relevant CFD transaction has been entered into at the price that materially and obviously deviates from the conditions on the underlying market or exchange. We will call such events "**misttrade events**". Mistrade events may incur due to (but not limited):

- (i) failure of our technical systems or those of our third party providers; or
- (ii) incorrect data (such as market data) that we received from a third party provider; or
- (iii) erroneous application of data and/or prices by our third party providers; or
- (iv) the underlying market or exchange not having adequate trading activity; or
- (v) similar failures, Errors (as defined below) and omissions.

The price of the CFD can be deemed to materially and obviously deviate from the conditions on the underlying market or exchange if (i) the volatility of the price in question is zero because of a mistake; or (ii) increases or decreases of the price is beyond the normal market conditions.

If we exercise our right to cancel a CFDs transaction due to occurrence of a mistrade event, we will exercise our right to cancel your CFDs transaction no later than within

48 hours after conclusion of such CFDs transaction and will inform you about cancelled CFDs transaction via email and/or in-app notification.

## **Errors**

From time to time, material errors and omissions may occur in respect of your CFD transactions, your CFDs trading account or our CFDs trading platform. Examples of **"Errors"** include pricing errors that prevent us or our third party broker to determine the price of specific CFDs product, display of incorrect prices on the CFDs trading platform, incorrectly handled CFDs order by either us or our third party broker, or incorrect deduction or credits being applied to your CFDs trading account. You understand that this is not a finite list of examples of Errors and we may, in our reasonable discretion, deem other events as Errors.

You must inform us immediately if you become aware of or suspect that an Error has occurred. We will use reasonable endeavours to investigate whether there has, in fact, been an Error and/or what caused it and inform you to the extent possible and permitted under applicable laws.

Occurrence of Error might result in us taking certain actions (reserved actions) as set out in Section 16 of these CFDs trading terms. We will inform you of any reserved actions we may take, or may have taken.

## **15. Corporate actions**

**"Corporate action"** is any action or event, whether temporary or otherwise, in relation to an underlying asset of a CFD, or in relation to the issuer of an underlying asset, which would have an effect on the value, legal characteristics or ability to trade the underlying asset. Corporate actions also include any changes to the index which is the underlying asset of a CFD, such as announcement of successor index.

If a Corporate action occurs and it impacts the underlying asset of your CFD position, we will take appropriate action to adjust the open CFDs positions on that CFDs product or replicate this event in your CFDs transaction. We will act honestly, fairly and professionally and in accordance with relevant market standards. We will also take into account the treatment we may receive from the third party brokers and/or any actions taken by the relevant counterparties or third parties and, where relevant, the deduction of any taxes applicable.

We will give you notice via our CFDs trading platform of any applicable action that we decide to take as soon as reasonably practicable, which for the avoidance of doubt may be after the relevant Corporate action occurs or after we take the relevant action. We will take the action at our sole discretion in accordance with applicable laws.

If the price of the underlying asset that a CFDs product is based upon or the underlying asset itself is suspended, we may, in our sole discretion, close any CFDs transactions in that CFDs product at a price that is fair and reasonable. You understand that such price might be different for a buy and sell CFDs transactions and may be at a price of zero. We will seek to notify you about the price and date at which such CFDs transactions will be closed. We reserve the right to request additional Margin and/or for you to cover any reasonable costs incurred by us in connection with any suspension (or likely suspension) of the CFDs product or the relevant underlying asset of the CFDs product.

If an issuer, whose financial asset is the underlier of your CFD, becomes insolvent or delisted from relevant market or exchange, we reserve the right to close any open CFD transactions on that CFDs product acting fairly and professionally while taking into account treatment we may receive from the third party brokers and/or any actions taken by the relevant counterparties or other third parties. You understand that in certain cases, the closing price of such affected CFDs position might be zero.

We may, at our sole discretion, close your CFDs position affected by specific Corporate action prior to or after the occurrence of such Corporate action. If you have a CFD transaction on any such CFDs product, we will notify you via our CFDs trading platform.

You understand that in certain cases, we may need to deduct certain amounts from your CFDs trading account due to occurrence of a Corporate action. For instance, you may be subject to a dividend adjustment deducted from your CFDs trading account if you hold a "short" CFDs position. This adjustment compensates the counterparty to your CFDs transaction for the dividend payment they would have made if they owned the underlying securities.

You understand that we are dependent upon third parties in cash adjustments in relation to Corporate actions, therefore, we will not be responsible for the consequences of any delayed adjustments in your CFDs trading account in relation to Corporate actions or any action we take or refrain from taking with respect to any Corporate action other than as a result of our fraud, wilful act, or gross negligence.

## 16. Exceptional events and our reserved actions

In addition to the exceptional events indicated in Section 30 (Market disruption and exceptional events) of the Revolut Securities Terms, the following events that actually exist, or we reasonably believe that they exist, will be considered exceptional events (the “**exceptional events**”).

- Occurrence of the Error;
- changes in applicable laws and regulations or any action taken by any competent authorities or public bodies;
- events or circumstances that impair or remove the ability of CFDs trading platform or Revolut App to operate on a normal and orderly basis, including errors, failures or disruptions in our systems or any other infrastructure caused by an unrelated third party;
- events where we or our third party brokers are unable or it is impractical for us or our third party brokers, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any trade or asset we or our third party brokers deem necessary or appropriate to hedge our and/or any of our third party brokers’ price risk relating to your CFDs transactions;
- a change in the volatility and/or liquidity in the relevant underlying market or exchange which impacts our or our third party broker’s ability to determine or continue to determine a fair and reasonable price for a CFDs product; or
- any other unexpected event outside our reasonable control that prevents us from performing any of our obligations under the agreement.

Any failure by us to perform our obligations under the agreement caused by the exceptional event will not be a breach of the agreement. We will use our reasonable endeavours to notify you as promptly as possible after an exceptional event has occurred to the extent practicable and permitted under applicable laws. We will use our reasonable endeavours to resume provision of CFDs trading services and performance of our obligations under the agreement as promptly as possible after the exceptional event has ended.

When the exceptional event ceases to exist and we resume provision of CFDs trading services to you and performance of our obligations under this agreement:

1. the value of any CFDs transaction held immediately before the occurrence of exceptional event that remains open will be determined by the price that will be in



- effect at the time we resumed the provisions of our CFDs trading services;
2. we may act on any instructions received from you immediately before the occurrence of the exceptional event, provided it is possible and practicable to do so;
  3. you will be responsible for re-submitting or cancelling any CFDs orders affected by the occurrence of an exceptional event.

### **Reserved actions**

In addition to actions we are entitled to take under Section 30 (Market disruption and exceptional events) of Revolut Securities Terms, if the exceptional event (as explained above) occurred, or if we have good grounds for believing so, or any of your representations or warranties given under this agreement become incorrect, or we are required under the applicable law to do so, we may in our sole discretion take the following actions in a fair and reasonable manner (we will call these actions “**reserved actions**”):

1. combining or closing any of your CFD transaction, or cancelling or suspending any CFDs orders on your CFDs trading account;
2. prohibiting you from accessing or using the CFDs trading account;
3. suspending or in any way limiting or restricting your ability to place any CFDs order or declining to action any instruction received from you in relation to your CFDs trading account;
4. refusing or delaying to give effect to your request for a withdrawal of money from your CFDs trading account;
5. amending the Margin requirement, applicable costs and charges, Attributes, including those relevant to your CFD transaction and/or CFDs orders;
6. cancelling any CFD transaction (as if they had never been entered into in the first place) and the effect of such CFD transaction on your CFDs trading account;
7. imposing special terms in relation to any CFDs order, CFD transaction which, by virtue of its size, is deemed by us to be abnormal by reference to the relevant CFDs product, its volatility or its liquidity;
8. closing your CFDs trading account, setting your CFDs trading account to unauthorised to trade or setting your CFDs trading account to reduce only (as these terms are defined in Section 8 above);
9. exercising our right to set off any amounts held in your Investment account, Revolut current account opened with Revolut account offering entity or amounts

we owe to you against any money you owe to us, making required deductions, or charging interest;

10. retaining any sum owed by you to us under this agreement;
11. suspending the generation and/or quotation of prices and/or the execution of CFDs orders on our CFDs trading platform in respect of any CFDs product;
12. removing any CFDs product from our CFDs trading platform and/or removing your ability to place CFDs transactions on a particular CFDs product.

Unless applicable laws prevent us from doing so, we will seek to notify you before taking any reserved action or, where it is impossible, we will notify you promptly after taking such reserved action and provide you with sufficient information about the reserved actions taken and reasons thereof.

We won't be responsible for any losses, costs or expenses you suffer or incur as a result of occurrence of an exceptional event or reserved actions taken by us, other than as a result of our fraud, wilful act or gross negligence.

## **17. Representations and warranties**

In addition to the representations and warranties you've given to us under Sections 11 (Representations) and 36 (Market abuse and abusive trading strategies) of the Revolut Securities Terms, you represent and warrant to us that you are:

1. not located in (whether temporarily or permanently) or a resident of the United States or any other jurisdiction where it may be unlawful to access our CFDs trading platform or enter into CFD transactions;
2. not connected with the issuer of any underlying asset of the CFD in respect of which you have placed a CFDs order, including as a director, employee, agent, contractor or professional adviser of such issuer;
3. a non-financial counterparty (as such term is defined in EU EMIR Regulation (EU) No 648/2012) and you are not subject to clearing obligations pursuant to EMIR in respect of CFDs transactions.

Each representation and warranty you give to us under the agreement will be deemed repeated each time you submit a CFDs order or enter into a CFDs transaction via the CFDs trading platform.

## **18. Information we provide to you**

We provide you with a range of information relating to your CFDs trading account on and through our CFDs trading platform, email or website, including the following:

1. once we have executed a CFDs order on your behalf, we will promptly provide you with the essential information concerning the execution of the CFDs order;
2. where the initial value of any relevant CFD position depreciates by ten (10) per cent and thereafter at multiples of ten (10) per cent, we will notify you via email no later than by the end of the relevant business day in which the threshold is exceeded or, in a case where the CFDs position depreciates on a non-business day, by the close of the next business day; and
3. CFDs trading account statements of your open CFDs positions and any money held by us in respect of your CFDs trading account as required under applicable law.

It is your responsibility to regularly access and review the information we provide to you via our CFDs trading platform to ensure that it corresponds with your own records. You shall immediately notify us if you notice any mistakes, errors or inaccuracies in such information.

The information we provide to you in relation to our CFDs trading services and your CFDs trading account (unless they are subject to manifest error) will be deemed conclusive and will apply to you unless:

1. you object in writing via the messaging functionality in the Revolut app within five (5) business days of the provision of such information; or
2. we notify you of any clear and obvious error in such information.

In such events, you and we will use our reasonable efforts to promptly resolve such identified mistakes, errors and inaccuracies and we will amend the affected information to rectify such mistakes.

### **Information about you**

We will retain certain information in relation to your CFDs orders and CFDs transactions to the extent and for the duration permitted by the applicable law. You

may access this information through our CFDs trading platform unless the relevant CFDs trading account has been closed or the agreement has been terminated.

You must inform us immediately after changing your contact details provided to us. We will not be liable for any losses, costs, expenses or damages incurred or suffered by you as a consequence of your failure to notify us of your changed contact details.

We provide this agreement in Lithuanian and English and will communicate to you in English going forward. Accordingly, by agreeing and accepting these terms and conditions, you confirm that you have knowledge of the English language which is sufficient for you to be able to use the CFDs trading platform, fully understand these terms and conditions and any other documents that form the agreement between us as well as any other information and materials sent by us or made available to you via the Revolut app.

The CFDs trading platform, including its features and information within it, will be provided in English by default and certain features (such as market commentary) may only be available in English. However, you may be able to select another language for the CFDs trading platform, its features and information. You should only select another language if you possess a proper knowledge and full understanding of that language. If you select another language, you do so entirely at your own risk.

You consent to us communicating with you through the Revolut App, by email or via text message.

**By entering into this agreement with us, you expressly consent to the provision of KIDs through our CFDs trading platform and/or website. You may request a hard copy of Key Information Documents free of charge at any time.**

## **19. Market data**

In the CFDs trading platform, you'll have access to market data, research and information tools that were prepared for you to make better investment decisions. However, such data and tools should not be understood or deemed as investment advice, incentive, solicitation or invitation to enter into CFDs transactions.

Where our CFDs trading platform, website, emails or any other content generated by us contains links to other websites and resources provided by third parties, these links are provided for your information only and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

Any features (including charts), market data or third party content available on our CFDs trading platform or emails are provided on an "as is" and "if available" basis. We and our third party providers have taken all reasonable steps to ensure their accuracy and completeness. However, we and our third party providers do not give any warranties, undertakings or representations (either express or implied) related to them to the extent that there is no intentional or grossly negligent breach of duty on our part.

In relation to any third party market data or similar information or any features and information provided to you via our CFDs trading platform, you understand and accept that:

1. we and our third party providers are not providing investment advice or any personal recommendations;
2. we and our third party providers are not responsible or liable if any market data, feature or information is inadequate, inaccurate or incomplete in any respect;
3. we and our third party providers do not guarantee the timeliness of market data or similar information;
4. we and our third party providers are not responsible or liable for any actions that you take or do not take based on any market data, feature or information;
5. we and our third party providers provide market data or similar information for general purposes only and market data or similar information should not be used as the sole basis for any investment decision;
6. you will use market data, features or information solely for the purposes set out in these CFDs trading terms and in compliance with applicable laws;
7. information contained in the features or third party content is indicative and may be out of date at any given time;
8. all analysis, resulting conclusions and observations are based upon past performance, patterns and data and will not necessarily reflect future performance.

For the avoidance of doubt, Section 16 (Market data and other information) of the Revolut Securities Terms also applies to third party market data and other information available via the CFDs trading platform.

## **20. Authorised persons**

You are not permitted to act as an agent or representative of any person in relation to CFDs trading services. That means that you are the only customer of ours for all purposes and you are solely responsible for performing all your obligations under each CFDs transaction and this agreement.

You are responsible for keeping all information you hold in your CFDs trading account confidential. You must notify us immediately if you know or suspect that any person has accessed or may access your CFDs trading account, or any information you hold in your CFDs trading account, without your permission.

## **21. Availability of our CFDs trading platform**

Although we will use all reasonable care and skill to make our CFDs trading platform and its features, our CFDs trading services, website and the Revolut App available when required by you, we cannot guarantee that our Revolut app and/or CFDs trading platform will be available all the time. We also cannot guarantee that they will be without interruption, error free, or will meet your individual requirements, or will be compatible with your hardware or software. If technical issues arise, there may be instances where you cannot open or close your CFDs transactions and/or monitor your open positions.

We will not be liable to you for any loss, damages, expenses or other costs which arise as a result of our CFDs trading platform being unavailable due to technical issues or otherwise, unless such loss, damages, expenses or other costs are a direct result of our fraud, wilful act or gross negligence.

Where the CFDs trading platform and/or the Revolut app is unavailable as a result of scheduled or urgent maintenance work, we will try, where practical, to give you advance notice of that unavailability so you can plan around it.

You are responsible for making sure that you are able to access our CFDs trading platform when you need to. This includes having access to a device that can connect to our CFDs trading platform, maintaining the device so that it functions properly, safely and securely and having adequate internet connectivity. Your access to the CFDs trading platform and Revolut App can be interrupted by a weak internet connection or an outdated version of the Revolut app. You should ensure that, when using the Revolut app, you are connected to a reliable and stable network and your Revolut app is always updated to the latest available version.



You understand that we might suspend access to Revolut App, CFDs trading platform and/or your CFDs trading account if the events indicated in Section 32 (Suspension of the investment platform and investment services) of Revolut Securities Terms occur.

## **22. Legal bits and pieces**

### **22.1. Events not covered under this agreement**

In the event we or you need to take actions that are not covered under this agreement or Revolut Securities Terms, you and us will seek to take such actions or resolve the matter in accordance with applicable laws and regulations and on the basis of good faith while taking the best interests of the other party into account. While taking such action, we will ensure that it is consistent with the market standards and practices and will take into account the treatment we may receive from the third party brokers, hedging transactions entered into by us or our third party broker(s), and/or any actions taken by the counterparties of the third party brokers or any other relevant third party.

### **22.2. Termination**

You and we can close the CFDs trading account and terminate the agreement in accordance with Section 33 (Termination and investment account closure) of Revolut Securities Terms. If we close your investment account and terminate the agreement with you, your CFDs trading account will also be closed.

If you've decided to close your investment account without terminating the agreement with us and you wish to keep your CFDs trading account open, provisions of Revolut Securities Terms will remain in effect to the extent they are applicable to the provision of CFDs trading services.

### **22.3. Amendments**

Save to amendments to Attributes, Margin and other Margin requirements that might be changed immediately with or without a notice to you, we will make amendments to these CFDs trading terms in accordance with Section 45 (Variation and amendments) of the Revolut Securities Terms.

### **22.4. Our contract with you**

Only you and we have any rights under the agreement. The agreement is personal to you and you cannot transfer or assign any rights or obligations under it to anyone else.

#### **22.5. Our right to transfer**

Please refer to Section 46 (Right to transfer) of the Revolut Securities Terms.

#### **22.6. Confidentiality**

Please refer to Sections 5 (Client communications) and 42 (Confidentiality) of the Revolut Securities Terms.

#### **22.7. Complaints**

Please refer to Section 43 (Complaints) of the Revolut Securities Terms and our Complaints Handling Policy available both in [English](#) and [Lithuanian](#) languages.

#### **22.8. English version of this agreement prevails**

If these CFDs trading terms are translated into another language, the translation is for reference only and the English version will apply. By entering into this agreement and transferring money to your CFDs trading account, you confirm that you have knowledge of the English language that is sufficient enough to understand these CFDs trading terms and use the CFDs trading services. You agree to communicate with us in the English language as far as the legal relations arising under this agreement are concerned, including with respect to submitting and resolving any complaints.

#### **22.9. Our rights to enforce this agreement**

Please refer to Section 47 (No waiver) of the Revolut Securities Terms.

#### **22.10. Governing law and taking legal action**

The laws of the Republic of Lithuania apply to this agreement. Legal action under these CFDs trading terms and the agreement can be brought in the courts of the Republic of Lithuania (or in the courts of the country where you reside).

## **Fee Schedule**

**Trading (or CFD usage) fee.** You will have to pay a variable trading fee (or CFD usage fee) on each CFDs transaction, the underlying asset of which is listed equity shares. Trading fee will be charged on the full notional value of your CFDs position and not on the initial margin amount that you are required to deposit upon opening your CFDs position.

We will charge the trading fee on your CFDs transactions from your cash held in your CFDs trading account. Trading fee will be charged on each of your CFD transactions in listed equity shares. Although we will show you an indicative trading fee amount before you submit the CFDs order, the actual trading fee amount will be charged upon execution of your CFDs order.

Trading fee for each CFDs transaction in listed equity shares will be equal to 0.25% of the notional value of your CFDs position or at least USD 0.01, whichever is higher. We will charge you for each CFDs transaction you enter via our CFDs trading platform, i.e., opening and closing such a CFDs transaction.

We will not charge the trading fee for CFDs transactions where the underlying asset of such CFDs product is not the listed equity share.

**Spread.** Upon entering into a CFDs transaction, our third party broker might charge you a spread on your CFDs transaction which is the difference between the ask price and the bid price of the CFDs product. If applicable, the spread is charged when you open and close (fully or partially) your CFDs position. The spread might be different for each type of underlying asset and will be displayed on the CFDs trading platform.

Third party brokers might change the spread due to market conditions and without any prior notification. You should be aware that the spread applied for CFDs orders submitted outside the regular trading hours might be higher compared to spread on CFDs orders placed during the trading hours. Spread is charged based on the full notional value of your CFDs position.

**Overnight fee.** We will charge (or pay to) you an overnight fee for holding a CFDs position open at the end of each trading day. Overnight fee is payable by you or us for each calendar day you keep your CFDs position open after the trading hours of the relevant market or exchange, including weekends and national holidays of the relevant markets.

Overnight fee depends on whether you are opening a buy (long) or sell (short) CFDs position and varies based on the applicable interest rate, our applied mark-up or

mark-down as well as the underlying asset of the CFDs product you wish to trade. Our mark-up and mark-down applied on the applicable interest rate will be equal to 3% annual rate. Overnight fee for each open CFDs position varies and is calculated and payable daily. Indicative overnight fee will be displayed on our CFDs trading platform before you submit your CFDs order.

We might pay you the overnight fee for holding a short CFDs position after the relevant trading hours. Overnight fee is charged or paid to you based on the notional value of your CFDs position.

If you keep your CFDs position open over the period when the relevant markets or exchanges of the underlying asset is closed (e.g., over the weekend), we might charge (or pay you) the overnight fee for three calendar days during which the CFDs position was kept open. The overnight fee will be charged from the available cash balance or credited to your CFDs trading account.

All fees and charges related to your CFDs transaction will be charged on and deducted from your cash balance or credited to your CFDs trading account.

You are responsible to ensure that you always have sufficient cash balances in your CFDs trading account to cover any payable amounts under this agreement. We reserve the right to deduct payable amounts to us from the Margin amount deposited by you to keep your CFDs positions open, if the available cash is not sufficient to cover all such amounts.