

# Order Handling and Best Execution Policy

This version of the Order Handling and Best Execution Policy will apply from 12 February 2025. If you would like to see the previous versions that applied until 12 February 2025, please click [here](#).

Please also refer below for previous versions applicable to the following jurisdictions:

- for Romanian residents - versions that applied until 25 June 2024 are available [here](#), and that applied until 19 December [here](#);
- for German, Hungarian, Irish or Bulgarian residents - versions that applied until 19 December 2024 are available [here](#);
- for Swedish, Norwegian, Luxembourgish, Liechtenstein or Maltese resident - versions that applied until 20 January 2025 are available [here](#);
- for Slovakian, Croatian, Estonian or Lithuanian residents - versions that applied until 31 January 2025 are available [here](#).

## Order Handling and Best Execution Policy Summary

This Order Handling and Best Execution Policy Summary ("**Summary**") sets out how Revolut Securities Europe UAB ("**we**", "**us**", "**our**" or "**Revolut Securities**") is handling client ("**you**" or "**your**") orders in order to meet the best execution requirements as defined in the Law on Markets in Financial Instruments of the Republic of Lithuania (the "**LMFI**") that transposed the provisions of the Markets in Financial Instruments Directive 2014/65/EU. You can read our Order Handling and Best Execution Policy ("**Policy**") below.

### 1. Scope and purpose

1.1. This Summary lays out the general approach to how we handle orders to obtain consistently the best possible results for you when we provide the investment service of "**execution of orders on behalf of clients**". You should read it carefully and refer to our Policy for additional information.

1.2. Having your best interest in mind, we treat you as a "**retail client**", as defined in the LMFI. Therefore, there are no exceptions to how we apply our best execution

standards, as outlined in this Summary and the Policy, that would depend on the client categorisation.

1.3. The LMFI definition of retail clients refers to both natural persons ("**individuals**") and legal entities ("**businesses**"). The information within this Summary and the Policy is applicable both to individuals and businesses, except for the Execution Policy Appendix for Cash Equities, that is only relevant to individuals.

1.4. For further information on your classification as a retail client, please refer to our Description of Services, Financial Instruments and Risks document ("**Risk Description**") available [here](#).

## 2. Best execution

2.1. When we transmit your orders to a third-party broker ("**broker**"), the broker executes the orders by itself or places them with another broker for execution. All orders we receive are transmitted promptly and fairly and each transmission indicates that it is a transmission of an order received from you.

2.2. The broker is responsible for the execution of the transmitted order, and is obliged to execute them on the most favourable terms and in accordance with its respective best execution policy. Where the broker does not have a best execution policy or its standards do not meet the requirements set forth in the LMFI, we enforce our best execution standards through legal arrangements with the broker, having your best interest in mind.

2.4. We take all sufficient measures to obtain the best result for you both when transmitting your orders to the brokers and when executing the orders on your behalf. We have established numerous arrangements with the brokers that allow us to monitor, oversee and review the quality of the execution services provided by the brokers we have selected.

## 3. Execution factors

3.1. Under the agreements we have with our brokers, when executing orders, they take the following factors into account:

- **price** – the fair price at which a financial instrument is executed;
- **costs** – all costs related to the order or transaction, including implicit costs, such as, the possible market impact, explicit external costs including exchange or

clearing fees and explicit internal costs;

- **speed of execution** – the time it takes to execute the order or transaction;
- **likelihood of execution and settlement** – the likelihood that the broker will be able to complete the order or transaction;
- **size of the order** – the size of the order or transaction executed, accounting for how this affects the price of execution (typically, only relevant for large transactions); and
- **any other considerations relevant to the execution of the order or transaction (for example, market impact)** – how the particular characteristics of the order or transaction can affect how best execution is achieved.

3.2. We assume that your primary wish is to achieve the best possible overall price (price of the financial instrument and all related execution costs); therefore, we give the factors of price and costs relative priority over other factors. However, since financial instruments are usually subject to price fluctuations, we have also selected brokers that are likely to execute your orders promptly.

**3.3. If you provide specific instructions in respect of your orders, for instance, in respect of the price, your instruction will take priority over our Policy and will not be subject to it.**

## 4. Selection of execution venue per trade

4.1. It is in the broker's discretion to choose the execution venue for transmitted orders, as long as the result will meet the standards and requirements set out in this Summary and Policy. Having the best possible outcome in mind, the broker might execute the trades on trading venues (stock exchanges, multilateral trading facilities or organised trading facilities, hereinafter - "**trading venues**") and with other liquidity providers.

4.2. It is possible that in some cases the broker will serve as the execution venue for the submitted orders.

4.3. We are committed to regularly monitor and review the execution quality outcome achieved by our selected brokers, by comparing the execution details to market conditions, through the perspective of the above mentioned execution factors. We reserve the right to offboard brokers not meeting our best execution requirements

and to request selected brokers to stop trading on execution venues which we deem to consistently underperform.

4.4. The broker might also execute the transmitted orders outside a trading venue, which is called over-the-counter ("**OTC**") trading, or via an intermediary. Your orders might be executed OTC in relation to both listed and not listed (or delisted) financial instruments. You explicitly consent to executing your orders OTC. The broker will be the counterparty (principal) to all your OTC transactions executed against its proprietary capital. With the exception of order with your specific instructions, we are under regulatory duty to obtain the best possible result for you when transmitting your orders that will be executed OTC.

When submitting orders in regards to the financial instruments traded OTC, you are exposed to market risks to a higher extent, including, liquidity, volatility (including, increased slippage risk) and counterparty risks. Please refer to our Risk Description for further information.

4.5. Fractions of shares, exchange traded funds (each, an "**ETF**") and American Depositary Receipts (each, an "**ADR**") will be executed by the broker against its own proprietary account.

## 5. Selected brokers and execution venues

5.1. The selection of brokers and execution venues per asset class can be found on our website. We reserve the right to add or remove brokers and execution venues as deemed appropriate in order to obtain the best possible result for you. We only select brokers that combine high quality service standards with effective best execution arrangements in order to obtain best execution on a consistent basis. The best execution standards of the brokers selected may lead to OTC execution.

5.2. Further information can be found in this Policy. We share the current Top 5 Execution Venues and Brokers (in terms of volume and value per asset class over the past year) report [here](#).

## 6. Monitoring, review and update

6.1. We review the Summary, Policy and asset class Policy Appendices on an annual basis, or more frequently, where material changes impacting the best execution standards occur.

6.2. Similarly, the Top 5 Execution Venues and Brokers report is reviewed annually or whenever material changes occur.

6.3. All versions of the Summary, Policy, asset class Policy Appendices, and Top 5 Execution Venues and Brokers report are available [here](#).

## 7. Order aggregation and partial execution

7.1. When transmitting your orders to brokers for execution, we do not aggregate them with the orders from other clients.

7.2. In certain scenarios, including situations where the assets market liquidity is too low, your order might be executed only partially. This means that just a portion of your initial order will be submitted for execution. The overall cost of the transaction will be also proportionally lower.

# Order Handling and Best Execution Policy

This Order Handling and Best Execution Policy ("**Policy**") sets out in detail how Revolut Securities Europe UAB ("**we**", "**us**", "**our**" or "**Revolut Securities**") is handling client ("**you**" or "**your**") orders in order to meet the best execution requirements as defined in the Law on Markets in Financial Instruments of the Republic of Lithuania (the "**LMFI**") that transposed the provisions of the Markets in Financial Instruments Directive 2014/65/EU.

## 1. Scope and purpose

1.1. This Policy lays out in depth our approach to handling orders to consistently obtain the best possible results for you when we provide the investment service of "**executing of orders on behalf of clients**". You should read it carefully and in conjunction with the asset class specific Policy Appendices set out in below sections.

1.2. The financial instruments the Policy applies to are:

- transferable securities and their fractions;
- American Depositary Receipts and their fractions;
- units in collective investment undertakings and their fractions;

- bonds;
- contracts for difference.

1.3. Having your best interest in mind, we treat you as a **“retail client”**, as defined in LMFI. Therefore, there are no exceptions on how we apply our best execution standards that would depend on the client categorisation.

1.4. The LMFI definition of retail clients refers to both natural persons (**“individuals”**) and legal entities (**“businesses”**). The information within this Policy (including its Appendices) is applicable both to individuals and businesses, except for the Execution Policy Appendix for Cash Equities, that is only relevant to individuals.

1.5. For further information on your classification as a retail client please refer to our Description of Services, Financial Instruments and Risks document (**“Risk Description”**) available [here](#).

## 2. Best execution

2.1. When we transmit your orders to a third-party broker (**“broker”**), the broker executes the orders by itself or places them with another broker for execution. All orders we receive are transmitted promptly and fairly and each transmission indicates that it is a transmission of an order received from our clients. The complete and final details of any transactions under the transmitted order will become known to us only upon confirmation from the broker.

2.2. We will not conclude any agreements with any parties to buy, sell or borrow financial instruments belonging to you.

2.3. The broker is responsible for the execution of the transmitted order, and is obliged to execute them on the most favourable terms and in accordance with its respective best execution policy. Where the broker does not have a best execution policy or its standards do not meet the requirements set forth in the LMFI, we enforce our best execution standards through legal arrangements with the broker, having your best interest in mind.

2.4. We take all necessary measures to obtain the best possible result for you both when transmitting your orders to the brokers and when executing the orders on your behalf. We have established numerous arrangements with the brokers that allow us to monitor, oversee and review the quality of the execution services, including:

- **vendor due diligence and oversight** - we undertake an initial due diligence review of the brokers in accordance with our Outsourcing Policy, part of which includes a review of the vendor's best execution policy, procedures and processes to ensure that they have arrangements in place to consistently obtain best execution results. In addition, service level agreements ("**SLAs**") are in place setting out agreed minimum service levels across various execution criteria of the execution service quality. These SLAs are monitored on an ongoing basis;
- **regular reports** - each selected broker is required to undertake diligence on its respective order flow. The review is undertaken regularly via its respective best execution committee, and the results are shared with us, including any changes proposed to existing policies and procedures thereafter;
- **audit rights** - within our agreements, we retain the right to audit the selected brokers (within notice requirements, where required);
- **best execution oversight** - on a monthly basis, our senior management (the "**oversight group**") gathers to discuss the results of the best execution analysis undertaken via our execution and transaction monitoring tool. In addition, this oversight group reviews the Best Execution Reports from selected brokers and discusses emerging trends and results of execution quality. This oversight group is also responsible for discussing any escalation matters and incident management in respect of any issues with respect to execution quality arising from SLA reviews and results from monitoring.

### 3. Execution factors

Under the agreements we have with our Brokers, when executing orders, the brokers take following factors into account:

- **price** – the fair price at which a financial instrument is executed;
- **costs** – all costs related to the order or transaction, including implicit costs such as the possible market impact, explicit external costs including exchange, or clearing fees and explicit internal costs;
- **speed of execution** – the time it takes to execute the order or transaction;
- **likelihood of execution and settlement** – the likelihood that the broker will be able to complete the order or transaction;
- **size of the order** – the size of the order or transaction executed for, accounting for how this affects the price of execution (typically, only relevant for large transactions);

- **any other considerations relevant to the execution of the order or transaction (for example, market impact)** – how the particular characteristics of the order or transaction can affect how best execution is achieved.

We assume that your primary wish is to achieve the best possible overall price (price of the financial instrument and all related execution costs); therefore, we give the factors of price and costs relative priority over other factors. However, since financial instruments are usually subject to price fluctuations, we have also selected brokers that are likely to execute your orders promptly.

**If you provide specific instructions in respect of your orders, for instance in respect of the price, your instruction will take priority over our Policy and will not be subject to it.**

## 4. Lifecycle of the order

4.1. Placing orders takes place via the Revolut app and the Revolut website <http://www.revolut.com> (hereinafter together referred to as - the **"App"**). Orders shall be submitted by selecting the '+Buy/-Sell' buttons.

4.2. We register all orders we receive. The orders placed via the App are registered automatically in our books and records, which meet the legal requirements of a durable medium. The system immediately captures, in chronological order, the following data about the orders placed via the App:

- date and exact time of the order;
- client identification data;
- financial instrument identification data in relation to the placed order;
- order instruction (buy, sell, etc.);
- order type.

4.3. You will have the option to cancel your orders in the App by hitting the "Cancel" button next to the order which shall be cancelled. However, the "Cancel" button will be available only until the order is transmitted for execution. Generally, all orders will be transmitted for execution immediately after placing, thus, order cancellation option will be very limited in time. There is also no different method for cancellation of orders, other than via the App. Upon tapping the "Cancel" button, you will receive a warning describing the consequence of such cancellation with the option to either reject or accept it. Once the cancellation request is accepted by you, the order will be



deemed as not placed and will not be transmitted for execution. Information on the cancellation of the order will be provided in the App and sent by email.

**Placed orders that have been executed can not be edited. The only way to make changes is to cancel the existing order and place a new one.**

4.4. The orders will be transmitted to brokers for execution, except for the orders in relation to which refusal to transmit applies (as described in point 5.1.). The orders will be transmitted in a sequence of their receipt and exactly in the content as placed by you.

4.5. Once the selected broker sends us a confirmation regarding the execution of the order, we will cascade the information back to you promptly in the App. You will have access to all confirmations in a designed page within the App.

4.6. We also take responsibility for overseeing and facilitating the settlement of orders executed by the brokers for all orders placed via our App. As such we ensure that funds and/or financial instruments subject to the order are promptly and correctly delivered to the appropriate account. This is ensured through implementation of legal and operational arrangements entered between us and the selected brokers.

4.7. Orders placed after the market hours, will be transmitted to brokers on the next day and will be sought to be executed once that market opens, at which point the price of the relevant instrument may have shifted. Orders placed outside of market hours may be cancelled at any time before the opening of the relevant exchange.

## 5. Refusal to transmit

5.1. We have established a non-exhaustive list of situations in which we will refuse transmission of orders for execution. They are also part of our Terms and Conditions which you will be required to consent to in order to become our client.

5.2. The non-exhaustive list is indicated in section 23 of our [Terms and Conditions](#).

## 6. Execution risks

6.1. You should be aware of below listed risks in relation to execution of financial instrument orders. Please note that you are exposed to those risks to a higher extent

when your orders are executed outside the trading venue, which is called over-the-counter ("**OTC**") trading (further details are described in our Risk Description):

- **slippage** refers to the risk of a difference that might appear between the expected price of the trade when the order is submitted and the price at which the trade is executed. We monitor timing and price of trades through our automated monitoring tools and review third-party execution reports to identify trends, together with other execution factors and take necessary steps to address weaknesses in controls; however, we cannot guarantee the best possible result for clients for each trade (although we take all sufficient steps to obtain that), especially in circumstances of increased liquidity, market movements and other stress scenarios outside our control;
- **gapping** refers to the risk of the price of a security opening above or below the previous day's close price with no trading activity in between. There can be instances of a significant market movement, for instance, after a news announcement or economic event, between the close and re-opening of a market, which can have a significant impact on the execution of a pending order. You should be aware of the risks associated with volatility, especially, at or near the close/ opening of a standard trading session;
- **trading outages** can arise from either technical failures, malfunctions, connectivity issues or other events of similar nature. We have SLAs in place to ensure and monitor system uptime and escalation processes in place where SLAs are not met.

## 7. Selection of execution venue per trade

7.1. It is in the broker's discretion to choose the execution venue for transmitted orders, as long as the result will meet the standards and requirements set out in this Policy. Having the best possible outcome in mind, the broker might execute the trades on trading venues (stock exchanges, multilateral trading facilities or organised trading facilities, hereinafter - "**trading venues**") and with other liquidity providers.

7.2. It is possible that in some cases the broker will serve as the execution venue for the submitted orders.

7.3. We are committed to regularly monitoring and reviewing the execution quality outcome achieved by our selected brokers, by comparing the execution details to market conditions, through the perspective of the above mentioned execution factors. We reserve the right to offboard brokers not meeting our best execution requirements

and to request that selected brokers stop trading on execution venues which we deem to consistently underperform. Some of the measures we undertake are:

- Daily review of alerts generated by our transaction monitoring tool, which highlight instances where there is a suspicion of a breach against our best execution standards;
- Direct escalation to relevant brokers in the event of a confirmed breach against our best execution standards;
- Monthly oversight group meetings as outlined in Point 2.4.4.;
- Monthly meetings with selected brokers in order to analyse and discuss the achieved execution quality

7.4. The broker might also execute the transmitted orders as OTC or via an intermediary. Your orders might be executed OTC in relation to both listed and not listed (or instruments that were delisted from a trading venue) financial instruments. You explicitly consent to executing your orders OTC. The broker will be the counterparty (principal) to all your OTC transactions executed against its proprietary capital. With the exception of order with your specific instructions, we are under regulatory duty to obtain the best possible result for you when transmitting your orders that will be executed OTC.

When submitting orders in regards to the financial instruments traded OTC, you are exposed to market risks to a higher extent, including, liquidity, volatility (as well as increased slippage risk) and counterparty risks. Please refer to our Risk Description for further information.

7.5. Fractions of shares, American Depositary Receipts ("**ADRs**"), exchange traded funds ("**ETFs**") and contracts for difference ("**CFDs**") will be executed by the broker against its own proprietary account.

## 8. Selected brokers and execution venues

8.1. A selection of brokers and execution venues per asset class can be found on our [website](#). We reserve the right to add or remove brokers and execution venues as deemed appropriate in order to obtain the best possible result for you. We select only brokers that combine high quality service standards with effective best execution arrangements in order to obtain best execution on a consistent basis. The best execution standards of the brokers selected may lead to OTC execution.

8.2. We maintain the current Top 5 Execution Venues and Brokers report (in terms of volume and value per asset class over the past year) [here](#).

## 9. Monitoring, review and update

9.1. We review the Summary, Policy and asset class Policy Appendices on an annual basis, or more frequently, where material changes impacting the best execution standards occur.

9.2. Similarly, the Top 5 Execution Venues and Brokers report is reviewed annually or whenever material changes occur.

9.3. All versions of the Summary, Policy, asset class Policy Appendices and Top 5 Execution Venues and Brokers report are available [here](#).

## 10. Order aggregation and partial execution

10.1. When transmitting your orders to brokers for execution, we do not aggregate them with the orders from other clients.

10.2. In certain scenarios, including situations where the assets market liquidity is too low, your order might be executed only partially. This means that just a portion of your initial order will be submitted for execution. The overall cost of the transaction will be also proportionally lower.

# Execution Policy Appendix for Cash Equities

This Appendix provides further guidance on the application of the Order Handling and Best Execution Policy ("**Policy**") in respect of shares, exchange traded funds ("**ETFs**") and American Depository Receipts ("**ADRs**").

## 1. Policy applicability

1.1. The Policy applies to this Appendix in its full extent, therefore you should read this Appendix in conjunction with the Policy.

## 2. Order handling

2.1. You will be able to submit orders for all the in-scope financial instruments via the App as outlined in Point 4 of the Policy.

2.2. When execute trades as part of the portfolio management mandate, the financial instruments in-scope are ETFs. The orders will be submitted to selected brokers for execution, which are obliged to execute them in compliance with the above Policy in its full extent. Further arrangements in respect of portfolio management are outlined in the Robo-Advisor Terms which can be found on our [website](#) (Investment Services).

## 3. Execution factors

3.1. The execution factors considered and the relative priority assigned remains as outlined in Point 3 of the Policy.

## 4. Selected brokers

4.1. The selection of brokers for the in-scope financial instruments is done in accordance with Point 2 of the Policy.

4.2. In respect of stocks listed in the United States and ADRs, we utilise two brokers:

- DriveWealth LLC ("**DriveWealth**"), a US broker-dealer registered with the Securities and Exchange Commission ("**SEC**") and a member of the Financial Industry Regulatory Authority ("**FINRA**") and Securities Investors Protection Corporation ("**SIPC**");
- GTN Asia Financial Services (Pte) Limited ("**GTN**"), a Singapore-based broker regulated by the Monetary Authority of Singapore ("**MAS**").

4.3. In respect of ETFs, including ETFs executed as part of Robo-Advisor, we utilise the broker Upvest Securities GmbH ("**Upvest**"), a German broker registered and supervised at the Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**").

4.4. In respect of stocks listed in the European Economic Area we utilise the broker Upvest Securities GmbH ("**Upvest**"), a German broker registered and supervised at the Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**").

4.5. We maintain the current Top 5 Execution Venues and Brokers (in terms of volume and value per asset class over the past year) report [here](#).

## 5. Execution venues

5.1. The selection of execution venues by the broker is done in accordance with Point 7 of the Policy.

5.2. In some instances, the selected brokers will serve the purpose of an execution venue.

5.3. Fractions of the in-scope financial instruments will be executed against the respective brokers' proprietary account.

5.4. In some instances, in order to accomplish the best possible results for you, the broker might execute your orders as OTC, i.e. outside a trading venue. Additionally, if the financial instrument was delisted from a trading venue, all orders in such instrument will be executed OTC. In such cases, you are exposed to market risks to a greater extent. Please refer to our Risk Description for further information.

## Execution Policy Appendix for Bonds

This Appendix provides further guidance on the application of the Order Handling and Best Execution Policy ("**Policy**") in respect of Bonds.

### 1. Policy applicability

1.1. The Policy applies to this Appendix in its full extent; therefore, you should read this Appendix in conjunction with the Policy.

### 2. Order handling

2.1. You will be able to submit orders for bonds and other debt securities via the App as outlined in Point 4 of the Policy.

### 3. Execution factors

3.1. The relative importance we assign to execution factors for market orders remains the same as outlined in Point 3 of the Policy, with the main focus on achieving the

best possible price and the costs relating to the execution. The selected broker will evaluate the price of a particular bond on a continual basis: at least on an hourly basis, with the frequency increasing depending on market conditions. The respective price will be set by averaging the available prices from multiple market data and pricing sources, such as, CBBT, CBBA and BCN.

3.2. We closely monitor the quality of the execution obtained by our broker when executing your order in terms of price and speed of execution. This would include comparing the bond's execution price against price sources explained in Point 3.1 and monitoring the average time required for the execution of the order.

## 4. Selected brokers

4.1. The selection of bond brokers is done in accordance with Point 2 of the Policy.

4.2. In respect of bonds, we utilise a Singapore-based Broker GTN Asia Financial Services (Pte) Limited ("**GTN**"), regulated by the Monetary Authority of Singapore ("**MAS**").

## 5. Execution venues

5.1. In the case of bonds, we execute the orders on your behalf OTC directly with the selected broker. That means that every order will be executed against the broker's proprietary account, to which you agree as part of our Terms and Conditions. The broker will be the counterparty (principal) to all your bond transactions executed outside the trading venue as such orders will be executed against its proprietary capital, whilst we will act in our agent capacity when transmitting your bonds orders to the broker.

5.2. As the orders are executed outside the trading venue, you are exposed to counterparty credit risk to a higher extent. Please refer to our Risk Description for further information.

5.3. With the exception of orders with your specific instructions, we are under regulatory duty to obtain the best possible result for you when transmitting your orders that will be executed OTC.

# Execution Policy Appendix for Money Market Funds

This Appendix provides further guidance on application of the Order Handling and Best Execution Policy ("**Policy**") in respect of Money Market Funds ("**MMFs**").

## 1. Policy applicability

1.1. Whereas the Policy applies to this Appendix in its full extent and you should read this Appendix in conjunction with the Policy, it is important to note that, whilst we handle the subscriptions and redemptions of the funds units, we do not influence the investment decisions of the fund manager itself.

## 2. Order handling

2.1. You will be able to submit orders (subscribe and redeem MMF units) via the App as outlined in Point 4 of the Policy with the following exceptions:

2.1.1. Buy orders shall be submitted via the "+Add money" button on the specific MMF investment account in the App (i.e. in the relevant "**Flexible Account**" homepage - also known as "**Flexible Cash Funds**" portfolio homepage). All buy orders will be settled on the same day if these are submitted before the cut-off window. Orders submitted post the cut-off window will be settled during the next business day before the next available cut-off window. The cut-off time for all client orders on a given business day is 10:00 AM EET (timezone in Lithuania).

2.1.2. Sell orders shall be submitted via the "Withdraw" button on the specific MMF investment account in the App (i.e. in the relevant "Flexible Account" homepage, "Flexible Cash Funds" portfolio homepage). All sell orders will be settled on the same day if these are submitted before the cut-off window. Orders submitted post the cut-off window will be settled during the next business day before the next available cut-off window. The cut-off time for all client orders on a given business day is 10:00 AM EET (timezone in Lithuania).

2.1.3. You will not have an option to cancel the placed orders. Rather, you can exercise the "withdraw" option on the specific MMF investment account ("Flexible Account", "Flexible Cash Funds" portfolio) to receive your money back. By utilising the "withdraw" option, you are agreeing to redeem the relevant fund units at the next available cut-off window.

## 3. Execution factors



3.1. The execution factors considered and the relative priority assigned remains as outlined in Point 3 of the Policy, whereas it should be noted that we have the most control over the speed of execution and the likelihood of execution and settlement.

3.2. Due to the nature of Low Volatility Net Asset Value ("**LVNAV**") and Constant Net Asset Value ("**CNAV**"), MMFs that are designed to maintain a constant NAV per share, and while meeting relevant regulatory requirements, the share price is kept constant. For further information on this topic please refer to our Risk Description document available [here](#).

3.3. Costs related to the execution of MMF generally do not apply, only a service fee is charged to clients on their investment returns except, under adverse market conditions, that the fund's board of directors could decide to impose a liquidity fee on redemptions. For further information on this topic please refer to our MMF Ex-ante Costs & Charges Disclosures available [here](#).

## 4. Selected fund manager

4.1. In respect to the MMFs, we provide investment services in relation to LVNAV and CNAV funds (the "**funds**"), which are sub-funds of Fidelity Institutional Liquidity Funds plc. The latter is an umbrella UCITS fund with segregated liability between sub-funds established as an open-ended investment company - authorised and regulated by the Central Bank of Ireland (the "**umbrella fund**").

4.2. A UCITS fund can delegate its management activities to an authorised UCITS management company. The umbrella fund has delegated the management activities to FIL Investment Management (Luxembourg) S.A., Ireland Branch (the "**fund manager**"). Although we can't influence the umbrella fund's appointment decisions, we select the MMF in accordance with Point 2 of this Policy and monitor any changes thereto.

## 5. Execution Venues

5.1. In the case of the funds, we execute the orders on your behalf OTC directly with the fund manager (or with the appointed administrator or transfer agent). The funds' shares are not traded in any secondary market and can only be issued or redeemed through Revolut Securities.

5.2. Fund managers can delegate administration activities to a third party. The fund manager appointed J.P. Morgan Administration Services (Ireland) Limited, which acts as administrator, registrar and transfer agent (the "**administrator**"). The administrator

is responsible for issuing and redeeming shares in the funds and maintaining the unit-holder register.

5.3. A fund is mandated to appoint a depositary to ensure adequate segregation of investors' assets from the funds' assets. The fund manager has the discretion to terminate the depositary and appoint a new one shall the fund manager have reason to believe the depositary is unable to fulfil its obligations. The depositary is responsible for the safekeeping and ownership verification of the MMF shares, cash flow monitoring as well as oversight of the shares issuance/redemption, income distribution and NAV calculations in accordance with relevant regulations.

5.4. The depositary appointed by the fund manager is J.P. Morgan Bank SE, Dublin Branch (the "**depositary**"). The depositary acts independently from the funds, the umbrella fund and the fund manager and solely in the interest of the funds and its investors.

## **Execution Policy Appendix for Contracts for Difference (CFDs)**

This Appendix provides further guidance on the application of the Order Handling and Best Execution Policy ("**Policy**") in respect of Contracts For Differences ("**CFDs**").

### **1. Policy applicability**

1.1. The Policy applies to this Appendix in its full extent, therefore you should read this Appendix in conjunction with the Policy.

### **2. Order handling**

2.1. You will be able to submit orders for CFDs via the App as outlined in Point 4.1 and 4.2 of the Policy.

2.2. You are responsible to maintain the margin amount above the regulatory mandated level of 50% for all executed orders. Once this threshold is breached, we will automatically close one or more of your CFDs positions with the largest losses until the maintenance margin is back to the reset level (usually, at least 70%).

2.3. The automatic closure of positions is performed by us by placing market orders in the value required to bring your total margin back to the required reset level.

### **3. Execution factors**

3.1. The relative importance we assign to execution factors for market orders remains the same as outlined in Point 3 of the Policy. Where our brokers primarily focus on achieving the best possible price - which is obtained by ensuring the market price of the CFD reflects the price of the relevant underlying asset as closely as possible, our arrangements also consider the speed and probability of concluding a transaction as a critical factor, due to the heightened risk of slippage when transacting in CFDs.

3.2. We closely monitor the quality of the execution obtained. This would include comparing the CFD execution prices against the prices of the underlying assets received from reputable information services providers, monitoring the frequency of slippage events and measuring the ratio of occurred positive slippage events to negative slippage events. All arrangements outlined in Point 7.3 remain true for CFDs.

#### **4. Selected brokers**

4.1. The selection of CFD brokers is done in accordance with Point 2 of the Policy.

4.2. The broker we utilise for all CFDs transactions is CMC Markets Germany GmbH supervised by the German supervisory authority Bundesanstalt für Finanzdienstleistungsaufsicht ("**BaFin**"), which is an affiliate of CMC Markets UK Plc which is authorised and regulated by the UK Financial Conduct Authority ("**FCA**") and listed as a public company on the London Stock Exchange.

4.3. We maintain the current Top 5 Execution Venues and Brokers (in terms of volume and value per asset class in the past year) report [here](#).

#### **5. Execution venues**

5.1. Your CFDs orders are generally executed OTC, i.e. outside the regulated market or a multilateral trading platform, to which you agree as part of our terms and conditions.

5.2. You should be aware that we act solely as an agent on your behalf, meaning that we enter into CFD transactions with the executing broker on your behalf, in accordance with the instructions provided by you. We do not take on any market risk during this process. Our compensation is derived exclusively from the commissions we charge in accordance with our terms and conditions. Therefore, your losses do not result in our profits (or vice versa). For more information, please refer to our published [Conflicts of Interests Policy](#).

5.3. As the orders are executed outside regulated markets, you are exposed to counterparty credit risk to a higher extent. Please refer to our Risk Description for

further information.