## 1. General information and Definitions

This Agreement comes into effect on 31 December 2024 and forms the basis of the agreement between you and Revolut Securities Singapore Pte Ltd ("Revolut Securities", "us', "we", "our") relating to the provision of Robo-Advisor services ("Services") to you. And where additional services are provided to you, those services will be governed by other terms as appropriate. This Agreement (the "Robo-Advisor Terms" or the "Terms") will apply to you from the date that you open your Account. We provide this agreement in English and will communicate to you in English going forward.

Revolut Securities is incorporated in Singapore (UEN 202102782K) and is regulated by the Monetary Authority of Singapore ("MAS") as a Capital Markets Services licence holder and an Exempt Financial Adviser for Advising on Collective Investment Schemes and Spot Foreign Exchange Contracts other than for the Purposes of Leveraged Foreign Exchange Trading (licence No. CMS101155). Our registered office is at 36 Robinson Road, #20-01 City House, Singapore 068877.

Revolut Technologies Singapore Pte Ltd ("RTS") is a regulated as a Major Payment Institution (licence no. PS20200326) by the MAS to provide e-money issuance, account issuance, digital payment token, merchant acquiring, cross border money transfer and domestic money transfer services. If you are using Revolut for any of the these services, you would be engaging with RTS and the RTS Terms will apply. However, if you are engaging in the Services, then Revolut Securities is the relevant entity and this Agreement will apply. Note that the regulatory protection available to you for the regulated activities provided by RSS will not apply to the regulated services provided by RTS under the Payment Services Act, and vice versa. Throughout this Agreement, we use certain capitalised terms that have specific meanings as detailed in the table below.

- "Agreement" Legal agreement between you and us which governs how we will provide the Services to you.
- "Account" An investment account that will be used for transactions relating to Robo-Advisor Services.
- "Account Statement" Statement relating to your Portfolio showing a list of activities undertaken within the Portfolio and its performance during any calendar month.
- "Billing Period" This refers to one (1) month, commencing from the day you initially fund your Account.

- "Extreme market event" Extreme or stressed market events, such as wars, economic or financial crises, global pandemics, terrorist attacks, natural disasters, or similar events that have significant effects on financial markets or your Portfolio.
- "Revolut Trading Terms" The Trading Terms that govern the relationship between you and us with respect to the investment platform and the non-advised (execution-only) order transmission service in the instruments made available via the Revolut app.
- "Investment Strategy" The specific approach or allocation of assets in which you choose to invest following a Suitability Assessment.
- "Management Fee" The fee applied for the management of your Portfolio which includes transactions, custody, administration, portfolio switching, and goods and services tax (if applicable).
- "Minimum Investment Amount" The minimum investment amount required for transactions relating to our Services. This amount will be displayed within the Revolut application. This amount is subject to change and may vary based on the portfolio selected
- "Portfolio" All assets held in your Account (including the financial instruments and cash) and managed by us under the Agreement.
- "Portfolio Strategy Report" A report that includes your Investment Strategy objectives, benchmark, asset allocation, asset class weights, portfolio composition of all the underlying instruments under the fixed income and equity asset classes.
- "Rebalance" Buy and/ or sell the financial instruments to bring your Portfolio back to the agreed strategic asset allocation "Suitability Assessment" A risk questionnaire that helps us to determine your risk profile and investment suitability based on the information you provide.

### **Getting Started**

You must open an Account with us before you can use our Services. This Agreement, the Revolut Trading Terms, your Portfolio Strategy Report, and any other document or terms and conditions which apply to your Account, contain important information that you need to read carefully before you open your Account and use our Services. In the event of any conflict or inconsistency between the Revolut Trading Terms and this Agreement, the terms of this Agreement shall prevail and take precedence. If a word or phrase is not defined in the Agreement, it will have the meaning given to it in the Revolut Trading Terms.

## 2. Robo-Advisor Services

The Services we provide to you are non-discretionary, automated investment advisory services. When you enter into the Agreement with us, we offer recommendations for your portfolio based on your investment profile.

Once you enter into the Agreement with us and transfer funds into your Account, you give us permission to manage your Portfolio and Account in our sole discretion, in accordance with this Agreement. In particular, you give us permission to:

- open and manage your Account;
- 2. manage the Portfolio by buying, selling, switching, rebalancing to agreed target allocations to the constituent units, or otherwise acquiring and/ or disposing of financial instruments;
- 3. decide on the nature, quantity, timing, and other details of the investments, disinvestments, and other dealings within the Portfolio;
- 4. select, appoint, and give instructions to the third party brokers, eligible third parties, and your Revolut account offering entity in relation to the Services;
- 5. receive any interest, dividends, or other proceeds from the financial instrument held in your Portfolio and reinvest them according to the agreed Investment Strategy);
- 6. otherwise exercise shareholder's rights in relation to your Portfolio, including giving instructions relating to the corporate actions;
- 7. make payments owed to third parties in relation the Services (if any); and
- 8. perform any other activities that are reasonably necessary for managing your Portfolio, such as converting currencies in your Account, making money or financial instruments transfers, receiving trade confirmation and other information or documents in relation to your Portfolio, entering into, amending, or terminating any agreement in relation to the Services.

# 3. Risk profile and Suitability assessment

Before we can provide you the Services, we will need to understand your personal financial situation, ability to bear losses, investment objectives, risk tolerance, and other personal circumstances, such as relevant knowledge and experience. We assess this based on your responses to the Suitability Assessment, which forms the basis of the investment portfolio we recommend you. You can select a portfolio that is of a

higher or lower risk level than the portfolio we recommend you. We will open your Account and manage the Portfolio based on your chosen Investment Strategy and will provide you with the applicable Portfolio Strategy Report. We will build, oversee, and manage the Portfolio on your behalf in accordance with the Investment Strategy. You understand that you are not obliged to accept any portfolio recommendation made by us and you shall be entitled to determine, in your sole discretion, to accept or reject our recommendation.

We will reach out to you annually to find out if there are any changes to your financial situation, ability to bear losses, investment objectives, attitude to risk, knowledge and experience. However, your acknowledge that it is your responsibility to update us via in-app chat support should any of these circumstances change. Until such time, we will continue to rely on the most recent information you have shared with us about your personal circumstances.

You may change your Investment Strategy at any time and when you do so, we will provide you with a new Portfolio Strategy Report. You understand and accept that Investment Strategy changes may lead to selling financial instruments in your Portfolio and purchasing different financial instruments, which may have a negative effect on the performance of your Portfolio and achieving your investment objectives.

# 4. Adding money to your Account

You may transfer money to your Account from your Revolut Electronic Money Account account with at least the Minimum Investment Amount. You may fund your Account by choosing to 'Add Money', subject to a minimum amount indicated on the platform. It might take up to two (2) business days before the money is invested into financial instruments and reflected on our app. You may add money at any point and the turnaround time is expected to be the same.

## **Recurring transfers**

You may set up recurring transfers to the Account. The frequency of your recurring transfers may be daily, weekly, monthly, or quarterly. You may change the frequency at any time.

By setting up recurring transfer, you instruct your Revolut account offering entity to transfer a predetermined amount of money from your Revolut Electronic Money Account to your Account at the predefined frequency without any further instruction from you. You also give permission for the relevant Revolut account offering entity to debit your Revolut Electronic Money Account in accordance with the instructions received from us. You may pause or terminate your recurring transfer order(s) at any time.

In case of insufficient balance in your Revolut Electronic Money Account, the particular recurring transfer will be rejected. This will not cancel the recurring transfer order in relation to future scheduled recurring transfers. After multiple consecutive failed recurring transfers due to insufficient balances, we may terminate your recurring transfer order.

Revolut will not be liable for any losses you suffer as a result of a submitted or cancelled recurring transfer order.

### **Spare Change**

You may set up our spare change feature to automatically fund a particular Portfolio. If you set up our spare change, the value of a purchase made using your Revolut Card will be rounded to the nearest whole dollar or other base currency of your Revolut Electronic Money Account and the difference will be transferred to your Account and invested in accordance with your Investment Strategy.

You can choose the Portfolio you want to fund and use our spare change accelerator to multiply the spare change amount by up to 10 times.

By setting up the Robo-Advisor spare change feature, you give us permission to instruct your Revolut account offering entity to transfer the spare change amount from your Revolut Electronic Money Account to your Account every time you make a Revolut Card purchase without any further instruction from you. You also give permission for the relevant Revolut account offering entity to debit your Revolut Electronic Money Account in accordance with the instructions received from us. You may pause or terminate the Robo-Advisor spare change feature at any time. You understand that the spare change amount will only be invested after a predetermined threshold is reached which might not happen immediately. Spare change amount transfers to your Account might be subject to the currency conversion fee applied by RTS.

# 5. Withdrawals of your money from the Account

We design our investment strategies for long-term investments. However, you may withdraw the money from your Account at any time as long as the withdrawal amount is at least the minimum withdrawal amount indicated in the investment platform. You can do that via our investment platform.

We may not allow you to withdraw money from your Account if that would mean that the value of your Portfolio will be lower than the Minimum Investment Amount. In such a case, we will let you withdraw the entire value of your Portfolio. Full withdrawal does not automatically terminate the Agreement with us.

Once we receive your withdrawal request, we will seek to sell the required amount of financial instruments in your Portfolio and transfer the sale proceeds to your Revolut Electronic Money Account as soon as possible. It typically takes up to five (5) business days for the funds to reach your Revolut Electronic Money Account after you give us the withdrawal instructions.

You understand and accept that early withdrawals may impair the achievement of your specific investment objectives.

# 6. What fees will we charge you?

We will charge a Management Fee and in addition, you will be paying for the SEC fees and FINRA TAF fees in accordance with our Fee Disclosure (trading).

Additional fees that are not charged or controlled by us may apply. For instance, financial instruments, such as Exchange Traded Funds (ETFs) and mutual funds, that may form your Portfolio, may have additional instrument-related charges, such as a fund management fee, performance fee, entry, exit fees etc. These are usually reflected in decreased price or number of units of the financial instrument. The Management Fee will be charged on the first day of the Billing Period for the previous Billing Period. If you decide to terminate the Agreement, Management Fee will be charged upon Account closure.

The Management Fee will accrue every day and is calculated as a percentage of the market value of your Portfolio at the end of each day (US market close). If we manage your Portfolio for a period shorter than the Billing Period, the Management Fee will be payable in proportion to the number of days in the Billing Period for which we managed your Portfolio.

The Management Fee, instrument-related or other charges may affect the returns and performance of your Portfolio.

You agree that the Management Fee will be charged by deducting it from the cash balance held in your Portfolio. In the case of insufficient cash in your Account, we may rebalance your Portfolio to maintain the required cash allocation in accordance with the Investment Strategy.

By entering into this Agreement, you give us permission to deduct the outstanding Management Fee from the available cash balance held in your Portfolio.

### 7. Income reinvestment

While managing your Portfolio, we may purchase financial instruments that pay out dividends, interests or other payments. If there are any dividend or interest proceeds

made on any of the instruments held in your Portfolio, they will be credited to your Account and reinvested in due course in accordance with this Agreement.

# 8. Investment strategy for managing your Portfolio

We will follow an agreed Investment Strategy to manage your Portfolio. The Investment Strategy will:

- determine what proportion of your Portfolio will be invested in what asset classes and what financial instruments within a particular asset class will form your Portfolio;
- govern the diversification of the financial instruments based on the sector/industries, risk profile, geography, and other factors; and
- determine the frequency and criteria for rebalancing your Portfolio with the aim of achieving your investment objectives within the accepted risk profile.

## **Monthly**

Your Portfolio is made up of one or more asset classes using strategic asset allocation, which is indicated in your Portfolio Strategy Report.

The weights of financial instruments in different asset classes within your Portfolio will vary over time due to market movements. As a result, this may require us to rebalance back to the agreed strategic asset allocation on a monthly basis. There may be SEC/ TAF fees associated in the rebalance activities.

We will check whether your Portfolio(s) is still within the predetermined target weights every month. We will notify you via email at least a day prior to rebalancing.

## Quarterly

We will review whether the financial instruments in your Portfolio meet the parameters of your Investment Strategy. This may require us to replace the financial instruments. In such an event, your consent will be sought via email or in-app feature before adjusting the strategic asset allocation of your portfolio. You will be required to reply with explicit consent to the new portfolio within seven (7) days. Failing which, we will liquidate your portfolio. Additionally, this may also be triggered by market events.

#### **Extreme market events**

Extreme market events are something that neither you nor we can predict, prevent, or control.

By entering into agreement with us, you agree that in the event of an extreme market event we may take certain actions we deem necessary to mitigate potential negative consequences of such an event. In case such an event occurs, we will seek your consent via registered email or in-app feature before adjusting the strategic asset allocation of your portfolio. If we do not get your consent within seven (7) calendar days, we will liquidate your portfolio.

We will not be responsible or liable for any losses your Portfolio may incur as a result of extreme market events, unless it is a result of our gross negligence, wilful act, or fraud.

# 9. Financial instruments and types of transactions in your Portfolio

When managing your Portfolio we may enter into transactions in relation to the following financial instruments:

- Equity shares, bonds, or other forms of securitised debt; and
- ETFs and/ or mutual funds whose underlying assets are the instruments in the preceding bullet.

We have curated our selection of investment instruments to ensure you receive the best possible returns. Merits of overseas-listed instruments include a higher liquidity, lower total expense ratio and risk-adjusted performance. You understand and agree that we will keep a certain part of your Portfolio in cash to enable orderly rebalancing, purchase, or sale of financial instruments and to ensure that there are sufficient funds to cover the Management Fee. If there is insufficient cash in the Account, we may rebalance your Portfolio to maintain the required cash allocation.

In relation to your Portfolio, we will not use leverage nor short sell financial instruments. When placing orders with third party brokers for execution, such orders may be executed both in and outside of the regulated market, multilateral trading facility or organised trading facility. By agreeing and accepting these Terms, you consent to the execution of your order outside the regulated market, multilateral trading facility or organised trading facility.

# 10. Valuation and comparison of the performance of your Portfolio

We will value the financial instruments in your Portfolio daily based on the market value of the financial instruments held in your Portfolio. By market value, we mean the value of the financial instruments estimated on the basis of the price or quote last available via the Investment platform. If such price or quote is not available, we will

estimate on our best-effort basis according to the price of the financial instrument which in our discretion would correspond to the actual market value most precisely. If we purchase financial instruments in your Portfolio that are denominated in a currency that is not US Dollar, we will determine the value of your Portfolio according to the foreign currency exchange rates available to us on the day of valuation. In order for you to better understand the performance of your Portfolio, we will compare it with a meaningful benchmark, such as market index or a basket of market indices, that is similar to your Portfolio based on your investment objectives and the financial instruments included in the Portfolio. The relevant benchmark will be indicated in the Portfolio Strategy Report and/or in the App. You can view how your Portfolio is performing compared to the relevant benchmark at any time in the App. We provide the benchmark in the App for informational and comparison purposes only and it should not be understood or deemed as any legal obligation, commitment, or guarantee regarding performance of your Portfolio.

We may change the benchmark at any time to another meaningful benchmark or other method of comparison. We will inform you about any such changes in the App.

# 11. What reports will we send to you?

We will provide your first Account Statement which shall begin on the date you transferred the Minimum Investment Amount to your Account and end on the last day of that calendar month.

We will provide the Account Statement via the investment platform in the App no later than ten (10) business days after the end of the month for the previous month. In the Account Statement, you will see information about financial instruments held in your Portfolio and their market value, cash balance at the beginning and at the end of the month, fees incurred, the performance of the Portfolio, dividends, or interests received and reinvested (if any) and information about each transaction executed during the month. We will also provide you with the relevant information about any corporate action in relation to financial instruments held in your Portfolio that took place during the month.

You can generate monthly Account Statements for the previous months at any time via the investment platform. The provision of Account Statement via the investment platform, and your ability to generate statements on a monthly basis, will be deemed delivery of such documents. We will not provide Account Statements to you in hard copy or via email.

You must review all Account Statements provided via the investment platform to check that they are accurate and correct. If you believe that any Account Statement

you receive is incorrect, you must tell us immediately via the Revolut app chat function.

## 12. Termination and Portfolio Closure

You may terminate this Agreement with us at any time by giving us notice in the App. We may terminate this Agreement by following the provisions of Section 39 & 40 of the Revolut Trading Terms where any reference to "Investment account" will include your Account opened in accordance with these Robo-Advisor Terms.

Once a termination notice has been given by either parties (or upon the expiration of our termination notice), no further Portfolio rebalancing or Portfolio changes will occur. Any open pending orders will be cancelled on a best effort basis. We will sell all financial instruments in your Portfolio(s) without any additional notice to you and transfer the proceeds to your Revolut Electronic Money Account after all trades are settled.

It typically takes up to five (5) business days for the funds to reach your Revolut Electronic Money Account after we receive your instruction to terminate your Robo-Advisor Account. Your Account will be deemed closed and this Agreement terminated when there is zero balance in your Account and no financial instruments position open in your Portfolio.

We will charge you the monthly Management Fee proportional to the number of days we have managed your Portfolio during the Billing Period. We will charge any outstanding Management Fee from the proceeds of sale of your financial instruments. The termination of the Agreement will not affect (i) the validity of any action previously taken by either of us under the Agreement; (ii) liabilities or obligations of you and us from transactions initiated before termination of the Agreement; or (iii) your obligation to pay the Management Fee. After termination of the Agreement, we won't have any obligation in relation to management of your Portfolio.

# 13. Risk Acknowledgment

Nothing in the Agreement or our communication with you relating to the Services should be understood or deemed as a guarantee, promise, or confirmation that your Portfolio will generate any kind of returns or that your investment will not lose its initial value. You understand that management of your Portfolio and any decision we take in relation to your Portfolio are subject to various market, currency, economic, political, and business risks, and that those investment decisions may not always be profitable.

We will not be responsible to you for any losses you suffer as a result of the Services and management of your Portfolio unless such losses arise as a result of our fraud, wilful act, or gross negligence. You understand and agree to assume all the risks associated with the financial instruments held in your Portfolio. For the Risks associated with Robo Advisor refer to the Risk Disclosure.

By entering into this Agreement you expressly confirm that you agree and understand that nothing contained in the Agreement, our communication to you, or in the App is a guarantee, promise, or confirmation that your Portfolio will generate any kind of returns or that your investments will not lose its initial value.

# 14. Limitation of Liability

In addition to the provisions of Sections 41 of the Revolut Trading Terms, you understand and agree that we won't be responsible or liable for any losses you suffer as a result of:

- provision of the Services to you and investment decisions taken when managing your Portfolio;
- early withdrawals of Portfolio assets, closure of your Portfolio, or termination of the Agreement or change of your Investment Strategy;
- action that the third party broker or any other third party takes or fails to take in relation to the Services.

except if, and to the extent, such losses arise as a direct result of our fraud, wilful act, or gross negligence.

# 15. Legal Bits and Pieces

### Confidentiality

Any information you receive from us in relation to this Agreement, including but not limited to, the Portfolio Strategy Report, composition of your Portfolio and Portfolio Account Statements, is confidential and made available to you only. You agree to treat this information as confidential and shall not use or disclose this information to any third party without our express consent. You may only disclose this information to third parties without our prior consent only if that is expressly required under applicable laws.

We may disclose information about you, this Agreement, or services provided to you or your Portfolio in accordance with the Revolut Trading Terms or when, and to the extent, it is required by applicable laws.

### **Variation and Amendments**

You agree that it shall be your responsibility to review this Agreement regularly. We reserve the right to amend or replace any section or part of the Agreement in our sole and absolute discretion. An amendment or replacement to make the Agreement clearer or more favourable to you, to reflect a change of applicable law or to correct a mistake or oversight may take effect immediately. Any other amendment or replacement of any section or part of the Agreement will, unless we receive your written objection, take effect on the date we specify, which will be no earlier than ten (10) days after we give you written notice (email or in-app notification) before we effect the change.

If we give you notice of a change to the Agreement, we'll assume you're happy with the change unless you tell us that you want to terminate the Agreement with us. In such cases, the change(s) won't be binding on you, but we may require you to close your Account as soon as possible.

Any amended version of the Agreement will supersede any previous version of the Agreement and will be binding on Revolut and you.

### 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.

### Our right to transfer

We may at any time transfer or assign any or all of our rights and/or obligations under this agreement without your consent provided that we've given you at least fifteen (15) business days written notice to you to that effect.

### Complaints

We always do our best, but we realise that sometimes things go wrong. If you have a complaint related to the Services, you can raise it with us in accordance with the Section 52 (Complaints) of the Revolut Trading Terms and our Complaints Handling Policy.

## Our right to enforce this agreement

If you have broken this agreement between you and us and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing them at a later date.

## Singapore law applies

The laws of the Republic of Singapore apply to this Agreement.

# Taking legal action against us

Legal action under these terms and conditions can be brought in the courts of the Republic of Singapore (or in the courts of the country where you reside).