

Revolut Wealth Inc. Risk Disclosures

Introduction

This notice is provided by Revolut Wealth Inc. (“us”, “Revolut Wealth” or “we”) and provides you with important information about the risks associated with the services we provide to you.

Unless otherwise defined here, capitalized terms have the same meaning as in the agreement detailing how we will provide our dealing services to you.

Revolut Wealth provides clients with an automated investing platform made available via the Revolut App and Revolut Website Application (each, and collectively, the “Revolut Wealth Account”). Before using your Revolut App to enter into an investment advisory relationship with Revolut Wealth, you should consider whether you have understood the risks detailed in this notice. If you have any questions or are in any doubt about the content of this notice, you should seek appropriate professional advice.

Investing in securities involves an element of risk. The value of your investment may fall as well as rise and you may get back less than your initial investment, and in some cases you may lose your entire initial investment. Past performance of an Instrument is not an indication of its future performance.

Please read Revolut Wealth’s [Form ADV Appendix 1 Wrap Brochure](#) carefully prior to becoming a client.

Investments in Securities are:

Not FDIC Insured • No Bank Guarantee • May Lose Value

Insolvency Risk

Where your Instrument is a share in a company, you own a portion of the issuing company’s share capital, with your ownership interest determined by the number of shares you own as a percentage of the total issued share capital of that company. You should be aware that the insolvency of a company may drastically reduce the value of its shares, potentially risking the loss of your entire investment. Ordinary shareholders rank lowest in the order of priority in the event of an insolvency, meaning the company may have exhausted the value of its available assets in paying other creditors by that time it comes to paying its shareholders, increasing the risk that shareholders will not receive any money from the company for their shares.

Volatility Risk, Market Fluctuations and Monitoring your Portfolio

We do not provide, nor can we control, the prices for the Portfolios you may hold via the Revolut Wealth Account. The market price of the Portfolios is influenced by a broad array of factors and can change rapidly and unexpectedly, meaning the value of those Instruments, and your related

profits and losses on your Portfolio, can also change rapidly and unexpectedly. Amongst other things, prices of Portfolios can be subject to gapping (where the price of the Instrument opens significantly above or below the previous day's closing price) and slippage (where the price an Portfolio is executed at is different to the price to that which was quoted at the time the Order was submitted), especially in periods of market volatility.

Liquidity Risk

The Portfolios made available via the Revolut Wealth Account are all admitted to trading on an underlying market, and in the event that you wish to sell your Portfolio, a corresponding buyer of that Portfolio must be found in the underlying market. While certain Portfolios can be very liquid, you should be aware that others can be less liquid and it is not guaranteed that there will be a buyer for your Portfolios. In some circumstances, such as instances of market volatility or where trading in a particular Portfolio or on a particular underlying market has been suspended or otherwise restricted, it may not be possible to find a buyer for your Portfolio, meaning you will not be able to liquidate your Portfolio.

Technical Risks

While we will try to make the Revolut Wealth Account available to you without interruption, we cannot guarantee that the Revolut Wealth Account will always be available to you. In these circumstances, the Orders may not be able to be submitted by us and you may not be able to monitor your Portfolio via the Revolut Wealth Account.

Tax

You should be aware that various tax rules may apply, your personal tax status and the rules and regulations in force from time to time. You have the sole responsibility of determining the relevant tax impact and you should consult a tax professional if you have any questions or doubts in this regard.

Financial Resources

You should ensure that you have appropriate financial resources to engage in the buying and selling of a Portfolio, and that you have the ability to bear any losses that may arise. You should not rely on being able for us to generate profits in order to pay down or relinquish any credit or financing you have arranged.

Legal and Regulatory Changes

Changes to current legislation and regulations could give rise to changes in the price of Portfolios, which could impact your profits or losses. The impact of such legal and regulatory changes can be material and unexpected, and may impact certain companies, markets and jurisdictions more than others.

Terms of Business

Why is this information important?

This document forms the basis of the agreement between you and Revolut Wealth relating to the provision of certain dealing services by us to you in the Portfolios offered via the Revolut Wealth Account. This agreement relates only to the provision of dealing services by Revolut Wealth to you, and where additional services are provided to you, those services will be governed by other terms as appropriate (which you can find here). This agreement 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.

Throughout this agreement, we use certain capitalized terms that have specific meanings as detailed in the table below.

- **Revolut Wealth Account** - This is the account maintained with us in your name through which you will hold a Portfolio or selection of Portfolios via the Revolut Wealth Account.
- **Instruments** - These are the financial instruments that make up your Portfolio.
- **Market Hours** - The Market Hours are 9:30am to 4:00pm EST time.
- **Order** - We manage investment accounts on a discretionary basis whereby we will decide which investments to buy or sell for your account.
- **Portfolio** - Your Portfolio is the Instruments that you hold based upon an Order.
- **Revolut Account** - This is the Revolut Card Account maintained by you with Revolut Technologies Inc. which you must use to pay for your Portfolio and to receive any proceeds or other funds deriving from selling your Positions.
- **Custody and Execution** - This is DriveWealth LLC.
- **Trade** - A completed buy or sell Order which has been executed.

This agreement contains important information that you need to read carefully. This agreement also includes our Order Handling Policy, which are available here and which you should read carefully before you open your Revolut Wealth Account and submit any Orders. If you have any questions or doubts about any of the content of this agreement, you should seek appropriate professional advice.

Getting to know us

Revolut Wealth introduces customer accounts to the Custodian, and does not maintain customer accounts. Both Revolut Wealth and the Custodian are registered with the United States Securities Exchange Commission. Additionally, you can contact us via the Revolut chat function with questions.

TAKE NOTE: IMPORTANT INFORMATION

We're all busy people, so to help you understand the most important points in this agreement, we've put together a summary below. Please note that the summary doesn't remove the need for you to read the remainder of this agreement, and you should make sure that you do so before you open your Revolut Wealth Account.

- We will not execute your Orders, but rather will transmit them to the Custodian, who will be responsible for execution. We cannot control the execution of your Order once we transmit them to the Custodian and there is no guarantee that either we or the Custodian will accept your Order. The Order might not be accepted if it gives rise to too much risk for the Custodian or if trading is no longer available or is suspended in the Instrument your Order relates to. You will be required by the Custodian to enter into a standalone contractual agreement that will govern your interactions with the Custodian – Revolut Wealth is not a party to any such agreement and has no control over its content.
- We do not hold your Portfolio and Instruments after you acquire them. The Custodian will arrange for your Portfolio and Instruments to be held in accordance with applicable law. The Custodian will be responsible for keeping your Instruments safe.
- You must maintain a Revolut Prepaid Visa or a Revolut Prepaid Mastercard issued by Metropolitan Commercial Bank, or Revolut Account, in good standing to be a customer of Revolut Wealth.
- You acknowledge and consent to receive all communications through electronic delivery.

ORDERS AND TRADING

This section of the agreement provides information about Orders and how they will be treated, the services we will provide to you under this agreement, and how we will treat you for regulatory purposes.

What type of client will I be?

We have to categorize you as a certain type of client. We will treat you as a retail client unless we have otherwise informed you in writing.

What is an Order?

An Order is an instruction from Revolut Wealth to buy or sell investments for your investment account.

How will my Order be executed?

Once we have transmitted your Order to the Custodian, we cannot control when and how the Custodian will execute your Order.

The Custodian will be subject to certain rules and regulations relating to how it executes your Order. You can find further information on how the Custodian will execute your Order in the Custodian agreement which we sent to you by email when you signed up for a Revolut Wealth Account. You should be aware that the Custodian may execute your Order outside of a regulated market, multilateral trading facility or organized trading facility, and you expressly consent to the execution of your Order in such circumstances.

While we and the Custodian will do our best to execute your Order as quickly as we can, the prices of Portfolios can move quickly. This means that the price at which the Order was submitted may not be the price that the Order is in fact executed at. In some circumstances, the Order may be executed at a "better" price and in other circumstances it may be executed at a "worse" price than the price quoted in the Revolut Wealth Account. If the order is executed at a "worse" price than the price of the Portfolio at the time the Order was submitted, we have no liability to you to provide you with the difference in those prices.

How am I charged?

Please see [Form ADV - Appendix 1 - Wrap Fee Program Brochure](#) for an explanation of Services, Fees and Compensation.

When will I receive any proceeds from the sale of a Portfolio?

In the event that we sell a particular Portfolio and there are proceeds due to you from that sale, we shall ensure that your DriveWealth Cash Sweep Account is credited with the value of those proceeds. Please find information regarding the DriveWealth Cash Sweep Account [here](#).

What happens to my Portfolio if a company I own an Instrument in becomes insolvent or trading in that Instrument is suspended?

Where your Instrument represents an ownership interest in a company, if that company becomes insolvent, the ability to trade those Instruments may be restricted, and the price of your Instruments may fall, which could result in you losing all the money you paid for those Instruments. In these circumstances, the relevant Instruments will be dealt with in accordance with appropriate insolvency procedures maintained by the third-party responsible for safeguarding your Instruments, which is the Custodian. You should also be aware that if trading in an Instrument is suspended or if that Instrument is no longer listed on a relevant trading venue, this may affect your ability to sell that Instrument.

Consent to Electronic Delivery of Communications and Regulatory Information

As a condition of your eligibility to establish an Account at Revolut Wealth you consent to delivery of trade confirmations, account statements, prospectuses, issuer information, semiannual reports, proxy statements, ballots, information regarding voluntary and involuntary corporate actions, other shareholder materials, and other documents (collectively, "Materials") by electronic means such as electronic mail, through websites, or in-application delivery of your Revolut Account.

You consent to Revolut Wealth use of electronic delivery and acknowledge that you have the means necessary to access such communications. Your consent to electronic delivery of the Materials extends to all information required to be delivered to you by us, by issuers of the securities you are invested in, and by other third parties that Revolut Wealth may utilize to assist in the performance of its obligations ("Third Party Service Providers"). You agree that when we send these electronic notices to you or they are posted to a website or delivered in-application, that they constitute delivery to you of such Materials even if you do not actually access the information or documents. You understand that you will be deemed to have received certain Materials (such as prospectuses and other Materials that do not contain personal financial information) when they are posted to a publicly available website.

This consent will be effective immediately and will remain in effect unless revoked by us or by you. You may revoke this consent to electronic delivery at any time by providing written notice to us at uswealth@revolut.com (<mailto:uswealth@revolut.com>). However, we reserve the right to terminate your Revolut Account and/or Revolut Wealth Account at any time or, in certain instances, charge you a service charge if you ask Revolut or the Third Party Service Provider for paper copies of Materials. We may also restrict, revoke or terminate your access to the services, eliminate product features, or terminate any agreement with you in accordance with the provisions of that agreement. Termination or other restriction of your Revolut Account and/or Revolut Wealth Account may result in termination or significant restriction in your ability to use the services provided to you by Revolut Wealth. Any revocation of your consent to the electronic delivery methods described herein will take effect on a date determined by us, which will be communicated to you in writing to the email address you have on record. You further agree that any revocation or suspension of your consent to this Agreement, your request for paper copies, or our delivery of any paper copies will not imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

You understand that you must have email and internet access to receive information. You must provide a valid email address to enroll in this program. It is your responsibility to maintain accurate contact information, and in the event that you change your email address (or contact information) it is your responsibility to update it following the instructions provided in the app or through chat.

USING THE REVOLUT WEALTH ACCOUNT

This section of the agreement provides further information about how you can access and use the Revolut Wealth Account to monitor your Portfolio.

Can I create a Revolut Wealth Account with another person or let another person use my Revolut Wealth Account?

We don't allow you to share your Revolut Wealth Account with another person, and the Revolut Wealth Account must only be in your name. You are solely responsible for ensuring the safe keeping of any passwords or security credentials connected to your use of your Revolut Account and the Revolut Wealth Account and we are not responsible for anything that happens in your Revolut Account or Revolut Wealth Account as a result of a person accessing your Revolut Account and Revolut Wealth Account because you didn't keep your password and security credentials safe. Unless you have informed us otherwise, we are entitled to treat every action taken via your Revolut Account and Revolut Wealth Account as an action authorized and undertaken by you.

Will you need any information from me in order for me to use the Revolut Wealth Account to submit an Order?

For certain Portfolios that may be available from time to time via the Revolut Wealth Account, we are required to obtain certain information on your knowledge and experience of such Instruments to determine, or to allow the Custodian to determine, whether or not such Portfolios are appropriate for you. Where we request such information from you, you acknowledge and agree that you will provide all such information as may be reasonably requested by us for the purposes of us, or the Custodian, conducting such assessment, as accurately as possible.

In order to satisfy our own obligations in relation to an Order submitted and the Portfolio you may maintain, you agree to provide us with all such information as we may reasonably request. This information will typically include your social security number, your passport number or your taxation reference number, or equivalent.

You acknowledge and agree that we are entitled to disclose information about the Order and Portfolios as may be required under applicable law, and that any information we obtain about the Orders and Positions as a result of your use of the Revolut Wealth Account shall be our sole and exclusive property.

You acknowledge and agree that you will provide us with all information which we may reasonably request of you from time to time for the purposes of verifying your identity as part of the process of opening a Revolut Wealth Account via the Revolut App. You also acknowledge that the Custodian may also request additional information from you for the purposes of conducting its own identity and verification checks in accordance with applicable law.

Will the Revolut Wealth Account always be available?

While we aim to make the Revolut Wealth Account available to you on a continuous basis, we cannot guarantee that the Revolut Wealth Account will be available to you continuously, meaning there may be instances where you cannot monitor your Portfolio. In case of a Revolut outage, you can access your Revolut Wealth Account through the custodian's [client portal](#). Where the Revolut Wealth Account is unavailable as a result of scheduled or urgent maintenance work, we will try, where possible, to give you advance notice of that unavailability.

It is your responsibility to ensure that you are able to access the Revolut Wealth Account from an appropriate device. You should be aware that connectivity to the Revolut Wealth Account may vary depending on your internet or network connection, and if you have a poor or weak connection, you may not be able to monitor your Portfolio with the same speed as you would otherwise be able to with a stronger connection.

What happens to personal information about me that you have through the Revolut Wealth Account?

Revolut Wealth is committed to protecting and respecting your privacy.

By using the Revolut Wealth Account and our services, you acknowledge that Revolut Wealth will collect, use, process and disclose your personal information (including your name, contact details and account details) in accordance with Revolut's Privacy Notice, which is available [here](#). This may include transferring your personal information outside the United States. Where this occurs, we will take all reasonable steps to make sure that your personal information is handled securely and in line with our Privacy Notice and data-protection laws.

If you would like more information about how Revolut Wealth collects, uses, processes and discloses your personal information, please contact us through the Revolut chat function or by sending an email to dpo@revolut.com.

What information will you provide through the Revolut Wealth Account?

We may also provide you with various market data and other information about your Portfolio to enhance your use of the Revolut Wealth Account. This market data may include historical data about prices of the Portfolio, industry and sector trends and analysis on various companies and Instruments. Past performance is not a reliable indicator of future performance. We access this information from third parties and do not take any responsibility for the accuracy or completeness of any market data or other such information provided to you via the Revolut Wealth Account and we are not liable to you for any actions taken by you or not taken by you as a result of your use of any such information.

We will provide you with trade confirms via the Revolut Wealth Account and / or by email once the Order has been executed by the Custodian, which shows you the details of the transaction arising from the executed Order. We will also use the Revolut Wealth Account and / or your email address to provide you with any statements or notices that we or the Custodian / Executing Broker are required to provide to you by law. In such instances, we rely on the Custodian to provide us with the relevant information to send to you, and we will not be liable

for any delay or failure to provide you with information required as a matter of law due to a delay or failure of the Custodian to provide us with that information.

Are there any restrictions on my use of the Revolut Wealth Account?

Your use of the Revolut Wealth Account must at all times comply with these terms and conditions which apply to your Revolut Account.

You are not permitted to use any algorithms or electronic trading programs or systems in connection with your submission of Order via the Revolut Wealth Account.

STAYING IN TOUCH

This section of the agreement details how you can contact us and how we will contact you, including what action you can take if you have a complaint or are not happy about the service being provided by us.

How do I contact you and how will you contact me?

If you need to speak to us, or if we need to speak to you, in relation to any matters arising out of or in connection with this agreement, we will do so via the messaging functionality in the Revolut in-app chat function. We may also use the email address you provide to us when creating your Revolut Account to send you documents or other information. It is up to you to make sure that if your contact information changes, you notify us.

Can I receive investment advice over chat?

Revolut Wealth Inc. does not currently provide individualized investment or portfolio advice. We recommend following your in-app portfolio recommendation.

What do I do if I have a complaint?

If you're unhappy with our service, we'll try to put things right. We always do our best, but we realize that things sometimes go wrong. If you have a complaint, please contact us via the Revolut chat function.

We will investigate your complaint and issue you with a response; we will endeavor to respond to all complaints promptly. We will acknowledge your complaint and we will aim to conclude our investigation within 15 days. After our investigation is concluded, we will provide a written response, or alternatively we will provide a response detailing why the firm is not in a position to resolve the complaint.

How to make a complaint

Click [here](#) for more information about our complaints handling procedure. If you'd just like to speak to someone about an issue that's concerning you, please contact us through the Revolut chat function. You'll probably need to give us the information below. If you prefer you can make your complaint using this [form](#).

Or you can email us at **uswealthcomplaints@revolut.com**

You will need to tell us:

- your name;
- the phone number and email address associated with your Revolut Account; and
- when the problem arose.

We'll look into your complaint and respond to you by email. We will communicate with you in English, unless we tell you otherwise.

YOUR MONEY AND YOUR INSTRUMENTS

This section of the agreements provides you with important information about how we treat your money and your Instruments.

Is my money safe?

Any cash available for withdrawal credited to your DriveWealth Cash Sweep Account in connection with any executed transactions will be held in an omnibus account in the name of "DriveWealth, LLC as Agent and Custodian for the Exclusive Benefit of its Customers." and are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

What happens to my Portfolio after a buy?

After an Order has been accepted, the Portfolio selection will be executed by the Custodian, who will arrange for your Portfolio to be held in accordance with applicable law. It is important to note that we will not be responsible for safeguarding your Instruments and we cannot do so as a matter of law. While we have exercised all due care, skill and diligence in appointing the Custodian and will carry out appropriate due diligence on an ongoing basis, we are not liable to you for any loss or damage caused by the actions of the Custodian, save where such loss or damage arises as a result of our fraud, wilful default or negligence.

Can I transfer other Instruments I may hold outside of the Revolut Wealth Account into the Revolut Wealth Account?

No, we will not accept a transfer of any Instruments or Portfolios that you may hold outside of those acquired via the Revolut Wealth Account.

What happens if there are corporate actions on my Instruments?

If there are any dividend payments made on your Portfolios that are due and payable to you, DriveWealth will credit your DriveWealth Cash Sweep Account.

LEGAL BITS AND PIECES

It might not be the most exciting section of this agreement, but it's still important, as it provides you with information about the key terms that will govern our relationship under this agreement.

What happens to my Portfolios if the worst happens and I die?

Your death or incapacity shall not terminate the authority of our firm granted herein until we shall receive actual notice of such death, incapacity, or divorce. Upon such notice, your executor, guardian, attorney-in-fact or other authorized representative must engage our firm in order for us to continue to service your accounts and file the appropriate paperwork before any changes are made. The custodian may freeze the account until a personal representative is appointed.

You agree that your estate and any of your heirs, administrators, executors, or other related parties will remain jointly and severally liable for any losses in the Account arising out transactions initiated before Revolut Wealth received and gave effect to a written notice of a change in account ownership or status. If this Agreement terminates upon written notice of a client's death, the advisory fee will be prorated for the month in which the termination occurred. Any unearned fees will be returned to your Account. If the death of a client does not terminate or change the terms of the contract, Client's executor, guardian, attorney-in-fact, trusted contact person or other authorized representative should be contacted to determine the ongoing management or termination of the account.

Can you amend this agreement?

We may amend this agreement at any time by written notice to you. Written notice can be made via email. You will be deemed to accept and agree to any and all amendments notified to you unless you notify us otherwise within 10 business days of the date on which we notify you. If you object to any of our amendments to this agreement, such amendments will not be binding on you, but we will suspend your Revolut Wealth Account with immediate effect and move to close your Revolut Wealth Account and/or Revolut Account as soon as reasonably practicable. Any amended version of this agreement will supersede any previous version of the agreement entered into between Revolut Wealth and you. We will only seek to make changes to this agreement for good reason. It is important that you keep your personal contact information up to date, so please let us know if anything changes.

Our right to transfer

Only you and we have any rights under the agreement. The agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else. We will only transfer any of your and our rights or obligations under the agreement if we reasonably think that this won't have a significant negative effect on your rights under these terms and conditions or we need to do so to keep to any legal or regulatory requirement. When we transfer rights and obligations we call this 'novation'. When we only transfer rights, we call this 'assignment'.

What happens to this agreement if exceptional circumstances arise?

We will not be responsible for losses resulting from us failing to meet our obligations under this agreement because:

- of a legal or regulatory requirement; or
- unforeseeable events outside our control, which were unavoidable at the time.

What happens if I breach this agreement?

If you believe or have reason to believe that you have or may breach this agreement, you must notify us immediately. Where you have breached this agreement, you may be liable for any damage, loss or expenses that we suffer as a result of, or which a reasonable person would consider as resulting from, your breach of this agreement. If we become aware that you have breached this agreement, either because you have told us that you have or we otherwise become aware of such breach, we may suspend or terminate your Revolut Wealth Account and/or Revolut Account on a temporary or permanent basis and in certain instances, we may terminate this agreement, which will result in action being taken to close out your Portfolio.

When might I be liable for Revolut Wealth losses?

You may be responsible to us for certain losses. If you have breached this agreement, and this has caused us to suffer a loss, the following will apply:

- you will be responsible for any losses we suffer as a result of your action (we will try to keep the losses to a minimum);
- if your actions result in us losing profits, you may also be responsible for those losses. You won't be responsible if this would mean that we are compensated twice for the same loss; and
- you will also be responsible for any reasonable legal costs that arise as a result of our losses.

When could you suspend or close my Revolut Account?

We will close or suspend your Revolut Account immediately, and end your access to the Revolut Wealth Account, in exceptional circumstances. Exceptional circumstances include the following:

- if we have good reason to suspect that you are behaving fraudulently;

- if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;
- if you've broken these terms and conditions, the Custodian Platform terms and conditions or our general terms of service in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;
- if we have good reason to believe that your use of the Revolut Wealth Account is harmful to us or our software, systems or hardware;
- if we have good reason to believe that continuing to use your Revolut Account could damage our reputation or goodwill;
- if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;
- If you fail to maintain a Revolut Account in good standing;
- if you've been declared bankrupt; or
- if we have to do so under any law, regulation, or court order instructions.
- If you no longer reside in the United States of America.

We may also decide to close or suspend your Revolut Account or Revolut Wealth Account for other reasons. If you hold a Portfolio, we would contact you through the Revolut mobile, email or web application before we do this. If you don't hold any positions, we can close your Revolut Wealth Account immediately.

Prior to the termination of this agreement we will sell your existing Portfolios or you can provide us with details of an account to which the Custodian can transfer the Portfolios. Any proceeds arising from the sale of your Portfolios will be credited to your Revolut Account.

Which law applies to this agreement?

This agreement is governed by and interpreted under the laws of the State of Delaware.

Are there any other legal provisions that apply to this agreement?

If you have broken the 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 those or any other rights at a later date.

Customer Identification Program - CIP

Important Information About Procedures for Opening a New Revolut Account To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open a Revolut Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We can also ask to see your driver's license or other identifying documents.

Form CRS

Please find Revolut Wealth Form CRS [here](#).

Business Continuity Plan

Please find Revolut Wealth Business Continuity Plan summary [here](#).