

# Risk Disclosure

## Introduction

This notice is provided by Revolut Securities Inc. ("us", "Revolut Securities" 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 Securities provides clients with the ability to buy and sell various Instruments made available via the Revolut App and Revolut Website Application (each, and collectively, the "Revolut Trading Account"). Before using your Revolut App to submit Orders in relation to Instruments, 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.

Trading financial instruments 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.

**Brokerage Products: Not FDIC Insured • No Bank Guarantee • May Lose Value**

## No Advice

We provide an "execution only" service, meaning that we will not offer you any advice or provide you with any recommendations regarding the suitability of any particular Instrument. While we may from time to time provide you with factual information about Instruments, this information is not, and should not be interpreted as advice, and any decision to submit Orders is made solely by you.

## 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 Positions

We do not provide, nor can we control, the prices for the Instruments you may buy or sell via the Revolut Trading Account. The market price of Instruments 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 Positions, can also change rapidly and unexpectedly. Amongst other things, prices of Instruments 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 Instrument 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.

You have the sole responsibility of monitoring the value of your Positions you hold and you should ensure that you can access the Revolut App on an ongoing basis so as to do this.

## Liquidity Risk

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

## Technical Risks

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

## Tax

You should be aware that various tax rules may apply to your trading in Instruments depending on 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 to your trading 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 Instruments, and that you have the ability to bear any losses that may arise from your trading activity. You should not rely on being able to generate profits in order to pay down or

relinquish any credit or financing you have arranged for the purposes of buying and selling Instruments.

## Legal and Regulatory Changes

Changes to current legislation and regulations could give rise to changes in the price of Instruments, 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 Securities Inc. (“us”, “Revolut Securities” or “we”) relating to the provision of certain dealing services by us to you in the Instruments offered via the Revolut Trading Account. This agreement relates only to the provision of dealing services by Revolut Securities 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 Trading Account**

This is the account maintained with us in your name through which you will submit Orders via the Revolut Trading Account.

### **Instruments**

These are the financial instruments available via the Revolut Trading Account for which you may submit Orders.

### **Limit Order**

An Order to buy or sell a specified number of Instruments, but only when the price of those Instruments is at a specific level (which could be higher or lower than the current market price for that Instrument).

### **Market Order**

An Order to buy or sell a specified number of Instruments immediately during Regular Market Hours at the best available price at that point in time.

### **Extended Market Hours**

The Extended Market Hours are Pre-Market Hours and Post-Market Hours during which you may submit Orders in Instruments. Orders submitted for execution during Extended Market Hours can only be Limit Orders in Instruments which are whole shares. You may opt-in to trade during Extended Market Hours via the Revolut app.

### **Pre-Market Hours**

The Pre-Market Hours are 4:00am ET to 9:30am ET time. Orders will begin to queue for Pre-Market Hours starting after the close of Post-Market Hours on the previous trading day, and will be eligible for execution (along with newly placed orders) during Pre-Market Hours. Any unexecuted or partially filled Orders during Pre-Market Hours will automatically roll over into Regular Market Hours and, if still not fully executed, into Post-Market Hours.

### **Regular Market Hours**

The Regular Market Hours are 9:30 am to 4:00 pm ET time.

### **Post-Market Hours**

The Post-Market Hours are 4:00 pm ET to 8:00 pm ET time. Any unexecuted or partially filled Orders during Regular Market Hours will automatically roll over into Post-Market Hours.

### **Order**

This is an instruction from you via the Revolut Trading Account to buy or sell an Instrument or Instruments.

### **Out of Hours Order**

This is a Market Order placed outside of Regular Market Hours or Extended Market Hours which is executed by the Third Party Broker once Regular Market Hours or Extended Market Hours commence.

### **Positions**

Your Positions are the Instruments that you hold as a result of the Orders that you have submitted via the Revolut Trading Account which have been executed.

### **Revolut Account**

This is the Revolut Card Account maintained by you with Revolut Technologies, Inc. which you must use to pay for your trades and to receive any proceeds or other funds deriving from selling your Positions.

### **Stop Order**

An order to buy or sell a stock once the price of the stock reaches a specified price, known as the stop price. When the stop price is reached, a stop order becomes a Market Order and is executed at the best available price (which can be lower or higher than the Stop Price). During volatile market conditions, the execution may be at a significantly different price from the stop price if the market is moving rapidly. Not available to orders in fractional shares.

### **Clearing Broker**

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 Trading 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 Securities introduces customer accounts to the Clearing Broker and does not maintain customer accounts. Both Revolut Securities and the Clearing Broker are registered with the Financial Industry Regulatory Authority Inc. (FINRA) and you can check the background of

either on FINRA's BrokerCheck. Additionally, you can contact us via the Revolut chat function with any 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 Trading Account and submit any Orders.

- Our service is execution only. This means that we will not provide you with advice of any kind, nor will we in any way provide an opinion as to whether a particular Instrument is suitable for you. **You are solely responsible for the decisions you make in relation to your Orders.**
- We will not execute your Orders, but rather will transmit them to the Clearing Broker, who will be responsible for execution. **We cannot control the execution of your Orders once we transmit them to the Clearing Broker and there is no guarantee that either we or the Clearing Broker will accept your Order.** Your Order might not be accepted if it gives rise to too much risk for the Clearing Broker or if trading is no longer available or is suspended in the Instrument your Order relates to. You will be required by the Clearing Broker to enter into a standalone contractual agreement that will govern your interactions with the Clearing Broker – Revolut Securities is not a party to any such agreement and has no control over its content.
- We do not hold your Instruments after you acquire them, the Clearing Broker will arrange for your Instruments to be held in accordance with applicable law. The Clearing Broker will be responsible for keeping your Instruments safe.
- You can only cancel an Order if we and / or the Clearing Broker consent to it, and you cannot cancel an Order once it has been executed. This means it is important to ensure that you enter the details of your Order correctly and that you are willing and able to enter into a binding commitment to buy or sell an Instrument when you submit your Order.
- 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 Securities.
- You acknowledge and consent to receive all communications through electronic delivery.

## ORDERS AND DEALING

This section of the agreement provides information about your 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.

## Will you provide me with advice relating to Orders, tax etc.?

The services that we will provide you under this agreement are execution only, meaning that we will not provide you with any advice as to the merits of a particular Instrument or whether any particular Instrument is suitable for you. How your Orders are executed is described in this document, and Revolut Securities will only transmit the orders to the Clearing Broker for execution. We will not provide you with any investment, legal, tax or other form of advice, nor can you request any such advice from us, and any decision to acquire or sell an Instrument is solely yours and we are not responsible for such decisions.

## What is an Order and are there different types of Orders I can submit?

An Order is an instruction from you to either buy or sell a particular Instrument which is made via the Revolut Trading Account. We currently provide Market, Limit, Stop and Out of Hours Orders via the Revolut Trading Account. We have sole discretion over the types of Orders that we make available to you via the Revolut Trading Account.

Please note that we do not permit you to go short on a particular Instrument. "Going short" on an Instrument involves selling an Instrument that you do not own in anticipation that the price of that Instrument will fall, allowing the sale of an Instrument at a higher price and giving the opportunity to buy that Instrument back in the market at a lower price at a later stage, with the profit being the difference between the higher and lower price. In order to sell an Instrument, you must have previously acquired that Instrument by submitting an Order to buy that Instrument via the Revolut Trading Account which was subsequently executed.

## How do I submit Orders and can I cancel an Order?

Orders may only be submitted via the Revolut Trading Account. We will provide you with the indicative prices of the relevant Instruments that you can buy or sell via the Revolut Trading Account, but we do not create these prices and we have no control over them. You must act as principal in relation to all Orders submitted by you, meaning you are the person that will buy or sell the Instrument. You cannot submit Orders on behalf of others.

It's important to note that by submitting an Order, you are entering into a binding commitment to buy or sell an Instrument. You may only cancel or withdraw an Order before that Order is executed, and only with our prior consent, which we will not unreasonably withhold. Because of this, you should double-check to make sure that, before you have submitted any Order you:

- have inputted the right values;
- are certain that you wish to go ahead with that Order;
- understand how this agreement applies to that Order;

- are willing and able to bear the risk of any potential loss associated with that Instrument; and
- you understand the risks of investing in that Instrument.

**You are only able to submit Orders via the Revolut Trading Account during our trading hours, which are from 9:30am to 4pm ET time.**

Other restrictions may apply to submitting Orders dependent upon regulatory requirements and market conditions. These may include, but are not limited to situations such as:

- trading restrictions imposed by regulators on certain instruments; or
- trading restrictions imposed by the Clearing Broker on us.

## What can my Orders relate to?

Your Orders may relate only to the Instruments that are available via the Revolut Trading Account from time to time. We have sole discretion as to the Instruments that we make available to you via the Revolut Trading Account.

## Will my Orders always be accepted?

We, and the Clearing Broker, have the final say on whether or not an Order submitted by you is accepted. If we or the Clearing Broker reject an Order, we will not have to explain to you why that Order has been rejected, but we will notify you if any of your Orders are rejected. An example of when an Order might be rejected is when you do not have sufficient funds in your Revolut Account to pay for that Order, or if the acceptance of an Order would breach a limit that we have placed on your Account. The Clearing Broker also maintains various risk limits and tolerances that govern whether or not it will accept an Order, and we have no control over such procedures.

There may also be circumstances in which we are required by a third-party, such as by the underlying market on which an Instrument is listed or by a regulatory authority, to cancel your Orders. You should also be aware that there may also be instances where we or the Clearing Broker are required by a third-party to cancel your Positions. In such circumstances, we will seek to notify you of any such request and you agree that you will use all reasonable endeavors to cooperate with us and, to the extent necessary, the Clearing Broker to comply with any such request relating to the cancellation of your Positions, including in relation to the taking of all actions that may be communicated to you by us to comply with any request from a third-party in relation to your Positions.

## How will my Orders be executed?

If we accept your Order, we will transmit it onto the Clearing Broker for execution. It is important for you to note that we are not responsible for the execution of the Orders that you submit via the Revolut Trading Account and once we have transmitted your Orders to the Clearing Broker, we cannot control when and how the Clearing Broker will execute your Orders.



By opening a Revolut Trading Account, you are deemed to consent to our Order Handling Policy. Further information on how we will treat your Orders can be found in our [Order Handling Policy](#). The Clearing Broker will be subject to certain rules and regulations relating to how it executes your Orders. You can find further information on how the Clearing Broker will execute your Orders in the Clearing Broker's agreements which we sent to you by email when you signed up for a Revolut Trading Account. You should be aware that the Clearing Broker may execute your Orders outside of a regulated market, multilateral trading facility or organized trading facility, and you expressly consent to the execution of your Orders in such circumstances.

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

## How do I pay for my Orders?

When you submit an Order to buy an Instrument, the amount you are required to pay in relation to that Order is due and payable immediately on submission of the Order.

It is important for you to note that, in order to open a Revolut Trading Account, you must also have a Revolut Account, as the funds deposited in your Revolut Account will be used to pay for your Orders.

You direct Metropolitan Commercial Bank to instruct payment from your Revolut Account so as to effect payment for your Orders, to the extent that funds are necessary.

## When will I receive any proceeds from the sale of an Instrument?

In the event that you sell a particular Instrument and there are proceeds due to you from that sale, we shall ensure that your Revolut Account is credited with the value of those proceeds. However, you should be aware that, whilst your proceeds may be credited to your Revolut Account, you will not be able to withdraw those proceeds until such time the transaction arising as a result of your Order to sell the relevant Instruments has settled and are permitted. In most underlying markets, settlement of the Instruments available via the Revolut Trading Account typically occurs within two trading days.

## Will I pay any fees or charges as a result of my Orders?

All fees outlined in these terms will be deducted in dollars or the adjusted currency equivalent from your base currency. Please note that you will only be charged for Orders which are executed. Any fees charged in connection with your Trades will be debited from your Revolut Account at the time at which your Orders are ultimately executed by the Clearing Broker. This may include for example fees levied by the Securities and Exchange Commission and the Financial Industry Regulatory Authority transaction fees and any applicable pass through fees, please [see here](#) for more information.



## What happens to my Positions 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 Clearing Broker. 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 Revolut Trading Account at Revolut Securities 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 Securities 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 Securities 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 [ustrading@revolut.com](mailto:ustrading@revolut.com) (<mailto:ustrading@revolut.com>). However, we reserve the right to terminate your Revolut Account and/or Revolut Trading Account 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 Trading Account may result in termination or significant restriction in your ability to use the services provided to you by Revolut Securities. 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.

## **USING THE REVOLUT TRADING APP**

This section of the agreement provides further information about how you can access and use the Revolut Trading Account to submit Orders and monitor your Positions.

### **Can I create a Revolut Trading Account with another person or let another person use my Revolut Trading Account?**

We don't allow you to share your Revolut Trading Account with another person, and the Revolut Trading 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 Trading Account and we are not responsible for anything that happens on your Revolut Account or Revolut Trading Account as a result of a person accessing your Revolut Account and Revolut Trading 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 Trading Account as an action authorized and undertaken by you.

### **Will you need any information from me in order for me to use the Revolut Trading Account to submit Orders?**

For certain Instruments that may be available from time to time via the Revolut Trading Account, we may be required to obtain certain information on your knowledge and experience of such Instruments to determine, or to allow the Clearing Broker to determine, whether or not such Instruments 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 Clearing Broker, conducting such assessment. In order to satisfy our own obligations in relation to the Orders you may submit and the Positions 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 your Orders and Positions as may be required under applicable law, and that any information we obtain about your Orders and Positions as a result of your use of the Revolut Trading 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 Trading Account via the Revolut App. You also acknowledge that the Clearing Broker may also request additional information of you for the purposes of conducting its own identity and verification checks in accordance with applicable law.

## Will the Revolut Trading Account always be available?

While we aim to make the Revolut Trading Account available to you on a continuous basis, we cannot guarantee that the Revolut Trading Account will be available to you continuously, meaning there may be instances where you cannot submit Orders and monitor your Positions. We will not be liable to you for any loss or damage which arises from the Revolut Trading Account being unavailable. Where the Revolut Trading Account is unavailable as a result of scheduled or urgent maintenance work, we will try, where practical, to give you advance notice of that unavailability so you can plan around it.

It is your responsibility to ensure that you are able to access the Revolut Trading Account from an appropriate device. You should be aware that connectivity to the Revolut Trading 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 submit Orders and monitor your Positions 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 Trading Account?

Revolut Securities is committed to protecting and respecting your privacy.

By using the Revolut Trading Account and our services, you acknowledge that Revolut Securities will collect, use, process and disclose your personal information (including your name, contact details and account details) in accordance with Revolut's Privacy Policy, 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 Policy and data-protection laws.

If you would like more information about how Revolut Securities 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](mailto:dpo@revolut.com).

## What information will you provide through the Revolut Trading Account?

We may also provide you with various market data and other information about Instruments to enhance your use of the Revolut Trading Account. This market data may include historical data about prices of Instruments, industry and sector trends and analysis on various companies and Instruments. Past performance is not a reliable indicator of future performance. In no circumstances should any of this information be construed or interpreted as us giving you advice or providing you with a recommendation of any kind. We do not take any responsibility for the accuracy or completeness of any market data or other such information provided to you via the Revolut Trading 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 also provide you with trade confirms via the Revolut Trading Account and / or by email once your Order has been executed by the Clearing Broker, which shows you the exact details of the transaction arising from your executed Order. We will also use the Revolut Trading Account and / or your email address to provide you with any statements or notices that we or

the Clearing Broker are required to provide to you by law. In such instances, we rely on the Clearing Broker 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 Clearing Broker to provide us with that information.

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

Your use of the Revolut Trading Account must at all times comply with the [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 Orders via the Revolut Trading Account.

You can trade as often as you like subject to certain restrictions imposed by the Clearing Broker around day trading - these restrictions are known as Pattern Day Trader rules. Day trading refers to buying and selling the same stock on the same day. Just buying, without selling later that same day, would not be considered a day trade. You engage in Pattern Day Trading if you make more than three day trades over a period of five business days. When trading in the Revolut Trading Account, you can see how many day trades you can still make without breaching the Pattern Day Trading rules.

When you open your Revolut Trading Account with Revolut, you agree that you will not engage in Pattern Day Trading. Further details are included in the [Limited Purpose Margin Account Agreement](#) of the Clearing Broker that you agreed to when onboarding with Revolut Trading. If you engage in Pattern Day Trading, your Revolut Trading Account with the Clearing Broker will be suspended and may be closed.

## 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.

### 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 within five business days and we will aim to conclude our investigation within four weeks. 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. A copy of our complaints handling procedure is available on request.

### **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 app. We can usually settle matters quickly through the app. 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 [USTradingComplaints@revolut.com](mailto:USTradingComplaints@revolut.com).

You'll need to tell us:

- your name;
- the phone number and email address associated with your account; and
- when the problem arose; and

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?**

All funds deposited into your Revolut Account in connection with the submission of Orders and any any cash available for withdrawal credited to your Revolut Account in connection with any executed transactions will be held by Metropolitan Commercial Bank and are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. If you are temporarily in margin deficit you may have funds held overnight at the Clearing Broker protected up to \$500,000 for securities and cash (including a \$250,000 limit for cash only) by Securities Investor Protection Corporation (SIPC).

### **SIPC Account Protection?**

Revolut Securities is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC currently protects the securities and cash in your Brokerage account up to \$500,000 of which \$250,000 may be in cash. The SIPC does not protect against the market risks associated with investing. You acknowledge that, for purposes of SIPC, money market balances are considered securities. Securities and other assets held in your Brokerage Account (except brokered certificates of deposit) are not insured by the Federal Deposit Insurance Corporation ("FDIC")

and are subject to investment risks, including possible loss of the principal amount invested. To obtain information on SIPC, including the SIPC Brochure, go to [www.SIPC.org](http://www.SIPC.org) or contact SIPC directly at (202)371-8300.

## What happens to my Instruments after I buy them?

After your Orders have been accepted, your Instruments will be executed by the Clearing Broker, who will arrange for your Instruments 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. Whilst we have exercised all due care, skill and diligence in appointing the Clearing Broker, we are not liable to you for any loss or damage caused by the actions of the Clearing Broker, save where such loss or damage arises as a result of our fraud, wilful default or negligence. Further detail on how the Clearing Broker will arrange for your Instruments to be held can be found [here](#).

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

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

## What happens if there are corporate actions on my Instruments?

If there are any dividend payments made on your Instruments that are due and payable to you, DriveWealth will credit your brokerage account and instruct any cash available for withdrawal to be credited to your Revolut 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 Instruments if the worst happens and I die?

Once we receive a notification that you have died, we will suspend your Revolut Account as soon as we can. The value of your Positions, and any funds remaining in your Revolut Trading Account and Revolut Account, may form part of your estate and, subject to us receiving appropriate confirmation from an appropriate representative responsible for the management of your estate, we may act on the instructions given to us by such representatives. You should be aware that we are not liable to you for any loss or damage incurred by you in relation to your Positions whilst we await instructions from any of your representatives. This agreement shall continue in full force and effect after your death, until such time as your Revolut Account is closed and the agreement is terminated.



## Can you amend this agreement?

We may amend this agreement at any time by written notice to you. Written notice can be made via e-mail. 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 Trading Account with immediate effect and move to close your Revolut Trading 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 Securities 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 Trading 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 Positions.

When might I be liable for Revolut Securities 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 may close or suspend your Revolut Account immediately, and end your access to the Revolut Trading 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 Clearing Broker 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 Trading 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.

We may also decide to close or suspend your Revolut Account or Revolut Trading Account for other reasons. If you hold Positions, we would contact you through the Revolut mobile or web application at least 30 business days before we do this. If you don't hold any positions, we can close your Revolut Trading Account immediately.

Revolut Securities and you are able to terminate this agreement by giving 30 days' written notice of such termination. This agreement will continue to apply to you until such time as 30 days has passed from the date on which any notice of termination is given.

Prior to the termination of this agreement you must either submit Orders for the sale of your existing Positions or provide us with details of an account to which the Clearing Broker can transfer the Instruments that comprise your Positions. Any proceeds arising from the sale of your Instruments will be credited to your Revolut Account.

## Which law applies to this agreement?

The laws of New York apply to these terms and conditions.

## 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.

# Order handling policy

## Introduction

This Order Handling Policy is provided by Revolut Securities Inc. ("us", "Revolut Securities" or "we") and provides you with important information about how we will treat Orders submitted by you via the Revolut Trading Account. Unless otherwise defined here, capitalized terms have the same meaning as in the Terms of Business which is the agreement detailing how we will provide our dealing services to you.

Revolut Securities provides clients with the ability to buy and sell various Instruments made available via the Revolut Trading Account. Before using your Revolut Trading Platform to submit Orders in relation to Instruments, you should ensure that you have read this Order Handling Policy. If you have any questions or are in any doubt about the content of this document, you should seek appropriate professional advice.

## Our capacity

We will not execute any Orders that you submit via the Revolut Trading Account, but rather will transmit Orders to the Clearing Firm for execution. Under no circumstances will we act in any other capacity and a transaction will arise between you and the Clearing Firm in all instances for the purposes of the execution of your Order.

## How we handle your Orders

Our primary obligation is to ensure that your Orders are transmitted to the Clearing Firm promptly and fairly. Unless instructed otherwise by you or where prevailing market conditions prevent us from doing so, Orders will be transmitted to the Clearing Firm sequentially and promptly.

If you place an Order with us after Regular Market Hours or Extended Market Hours, we will place your order for execution on the next day and will seek to execute it once that market opens again, at which point the price of the relevant Instrument may have moved (but we will

continue to execute your Order despite those movements). Orders for fractional shares after Regular Market Hours can only be dollar based.

You will be able to request to cancel your Order instructed outside of Regular Market Hours or Extended Market Hours at any time before the opening of the relevant exchange. However, we cannot guarantee that we will be able to action your request for cancellation once submitted. Please cancel your Order with plenty of time before the relevant market opens in order to avoid any risks associated with cancelling your Order or price volatility once the market opens. Revolut will not be liable for any losses you suffer as a result of fluctuations in price whilst submitting an Order outside of Regular Market Hours or Extended Market Hours.

## Best execution

We have partnered with a Clearing Firm whom we believe has the experience, knowledge, and relationships required to provide you with best execution in relation to your Orders. Revolut Securities has conducted due diligence on the Clearing Firm to ensure that it has the necessary expertise in the relevant instruments.

Further details on how the Clearing Firm executes its orders can be obtained directly from the Clearing Firm.

By submitting an Order through the Revolut Trading Account you are deemed to have accepted this Order Handling Policy, including the terms on which the Orders are executed (including where necessary the Clearing Firm's execution policy).

## Review

The Compliance team of Revolut Securities will review this Order Handling Policy at least annually to ensure that it remains fit for purpose and to reflect any changes to applicable law or regulation that may apply. Such a review will include reviewing the performance of the Clearing Firm to confirm that they are still providing appropriate execution services.

If there are material changes in this Policy, we will notify you of these changes. The Clearing Firm will notify Revolut Securities of any material changes to their policy. Revolut Securities will in turn notify you of any material changes to the Clearing Firm's policy which may impact on how your Orders are transmitted.

## 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 will also ask to see your driver's license or other identifying documents.

## SIPC Account Protection

Member of SIPC, which protects securities customers of its members up to \$500,000 (Including \$250,000 for claims of cash). Explanatory brochure available upon request or at [www.sipc.org](http://www.sipc.org).

## Form CRS

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

## Business Continuity Plan

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

## SEC Rule 606 Report Disclosure

Please find SEC Rule 606 Report Disclosure [here](#).

## Securities Lending

You have the option to opt into our fully-paid securities lending program ("Program"), which our Clearing Broker operates. The Clearing Firm can loan out your shares to investors and institutions that need or want to borrow them. Securities lending contributes to the liquidity and efficiency of the securities markets. Those parties pay a market-driven interest rate for borrowing the shares and may use the borrowed stock to provide liquidity, hedge a position, arbitrage an opportunity, create a structured product, or bet against the price of the stock. There is no guarantee that your stocks will be loaned out.

Not all Customers are eligible for this Program. Only those Customers who meet certain eligibility requirements will be able to join into the Program.

You are always able to sell your shares in this Program.

Income earned from this Program is split between you, Revolut Securities and the Clearing Broker. The breakdown split for income earned is:

- 15% to the Customer
- 20% to Revolut Securities
- 65% to the Clearing Firm

Please be aware of the following for securities that are lent out:

- Customers will lose voting rights
- Shares on loan are not covered under Securities Investor Protection Corporation ("SIPC")
- Dividends paid out on shares on loan are paid in cash in lieu of qualified dividend
- Interest rates and demand will vary by the security over time

Please contact your tax professional to understand these specific considerations.

Further details of the risks of the Program are included in the [“IMPORTANT RISK DISCLOSURES WITH RESPECT TO PARTICIPATING IN FULLY PAID SECURITIES LENDING TRANSACTIONS”](#) and the [“Master Securities Lending Agreement for Fully Paid Securities Lending”](#) that you agreed to when you opting into the Program. Revolut Securities adopts the Clearing Firm’s Disclosures provided to you during the opt-in process.

If you wish to opt-out of this Program, please click the “Disable stocks lending” button in the app or contact our customer support team through the in-app chat.