

**This version of the Terms and Conditions applies from 18 July 2026. If you would like to see the previous version, please click [here](#).**

## 1. General information

Revolut Securities Europe UAB is incorporated in Lithuania under registration number 305799582 and is authorised and regulated by the Bank of Lithuania ("**BoL**") as an investment firm. The registered office of Revolut Securities Europe UAB is at Quadrum South, Konstitucijos pr. 21B, LT-08130, Vilnius. It is represented in Switzerland by Revolut (Switzerland) AG. For more information on the authorisation of Revolut Securities Europe UAB, please visit the BoL's [website](#).

These terms and conditions form part of the agreement between Revolut Securities Europe UAB ("**Revolut Securities**", "**we**", "**us**" or "**our**") and its customers (including "**you**" or "**your**") and govern the relationship between Revolut Securities and you with respect to the investment platform of the Revolut app, if you are a **natural person**, or of the Revolut Business app, if you are a **legal person**. In both instances, we refer to this platform as the "**investment platform**".

Throughout these terms and conditions, references to the Revolut app shall also be to the Revolut Business app, for the purposes of its use by **legal persons**, in respect of the product described in the Flexible Cash Funds Schedule.

The key services that we are authorised by BoL to provide under these terms and conditions include the reception and transmission of orders in relation to one or more financial instruments, the execution of orders on behalf of clients, the execution of orders by dealing on own account, portfolio management, and the safekeeping of financial instruments. We refer to these services collectively as "**investment services**", unless the context requires otherwise.

We may provide one or more investment services to you with respect to financial instruments, including whole or fractional shares in publicly listed companies, government and corporate bonds, units in Money Market Funds ("**MMFs**"), shares or units in Private Market Funds, Exchange-Traded Funds ("**ETFs**"), Exchange-Traded Notes ("**ETNs**") and Exchange-Traded Commodities ("**ETCs**"). ETFs, ETNs and ETCs together are further referred to as Exchange-Traded Products ("**ETPs**"). We may make these financial instruments available to you via the investment platform. We collectively refer to these financial instruments as "**instruments**", unless the context requires otherwise.

You can ask for a copy of these terms and conditions through the Revolut app at any time. To use all the functions of the Revolut app, you must be connected to the internet.

Depending on your jurisdiction and whether you are a **natural** or **legal person**, certain products offered by us might not be available to you yet.

If you would like more information, you might find it helpful to read our [FAQs](#), which do not form part of our agreement with you.

## 2. Client agreement

Your customer agreement with Revolut Securities consists of different parts which can be accessed via the investment platform, our website, or upon request via the messaging functionality in the Revolut app, and includes: the Revolut Securities Europe UAB Terms and Conditions, including the Fee Schedule at their end (referred to as "**terms and conditions**" throughout this document);

- the Revolut Securities Europe UAB Terms and Conditions, including the Fee Schedule at their end (referred to as "**terms and conditions**" throughout this document); and
- any additional product-specific or service-specific terms that you enter into with Revolut Securities further to accepting these terms and conditions and forming a relationship with us.

The parts of your customer agreement with us are collectively referred to as the "**agreement**". The agreement forms the entire contractual agreement between us and you with respect to the investment platform and investment services. The agreement will take effect and apply to you from the date you open your investment account. We provide this agreement in several languages, but please note that the English version prevails and translations are provided for convenience only. Going forward we will communicate with you in English or in another language set as your preference in the Revolut app. For **legal persons**, we may, at our discretion and where agreed with the customer, also provide verbal communications in languages other than English, but we are not obliged to do so.

If you are a **Swiss resident**, additional information on the risks pertaining to investment services, may be found in the Swiss Banking Brochure '[Risks Involved in Trading Financial Instruments](#)'.

If you are a **legal person**, the agreement applies to you specifically and exclusively in respect of the product described in the Flexible Cash Funds Schedule, provided that you have:

- agreed to the Business Terms of Revolut Bank UAB (the “**Business Terms**”) and are on one of the paid plans offered by it (you can see these [here](#)); and
- opened a “**Revolut Business Account**” as defined in the [Business Terms](#).

By agreeing and accepting these terms and conditions, you confirm that you have knowledge of the English language which is sufficient for you to be able to use the investment platform, fully understand these terms and conditions and any other documents that form the agreement, as well as any other information and materials sent, or made available, by us to you via the Revolut app.

You should read all the documents that form the agreement carefully before you open your investment account, submit any orders and enter into any transactions via the investment platform, as it contains important information on which we will rely when we provide the investment platform and investment services to you. Your attention is drawn in particular to those sections in these terms and conditions which set out our rights in certain circumstances and events including, but not limited to:

- section 23 (Refusal of orders);
- section 29 (Misquotes and other errors);
- section 30 (Market disruption and exceptional events);
- section 31 (Breach events); and
- section 36 (Market abuse and abusive trading strategies).

You agree to the terms of the agreement, and we will also treat your access to, and use of, the investment platform and investment services as acceptance of the terms of the agreement. You agree to receive the terms of the agreement electronically in the form of website links.

The agreement will apply to all new customers of Revolut Securities from the date on which the agreement becomes effective. For customers that held an investment account with Revolut Securities prior to the date on which the agreement becomes effective, the agreement will replace all previous agreements entered into between you and Revolut Securities.

We are entitled to rely on any information you have provided as part of the process of opening your investment account as being correct and accurate at all times, unless you notify us otherwise in writing. You must notify us as soon as possible in writing of any change in the information provided.

We may offer new products or services to you, if the law permits us to. If such additional products or services are governed by their own terms, the present terms and conditions will supplement the product-specific or service-specific terms as applicable. Both these terms and conditions and any specific terms that you agree with Revolut Securities may be updated or amended from time to time.

If there is any inconsistency between these terms and conditions and any specific terms that you agree to with Revolut Securities, the specific terms will prevail.

If you are a **natural person**, the agreement does not govern payment or current accounts, or other services related to these accounts, provided by other Revolut entities.

If you are a **legal person**, the agreement does not govern your Revolut Business Account. Separate terms (for example, the [Personal Terms](#)) if you are a **natural person**, or the Business Terms, if you are a **legal person**, and their corresponding fees and any other documents of the relevant Revolut company that provides such accounts to you, form a legal agreement between:

- you; and
- the Revolut company which provides you with your Revolut accounts - depending on where you live, Revolut Bank UAB or Revolut Bank UAB through a branch office (we call this company a "**Revolut account offering entity**").

In these terms, when we refer to your "**nominated account**" we mean the Revolut account offered by a Revolut account offering entity that you have chosen to pay into your investment account or receive payment from your investment account. When we refer to "**Revolut current account**" we mean, if you are a **natural person**, your Revolut personal account or, if you are a **legal person**, your Revolut Business Account, each provided by a Revolut account offering entity.

If there is any inconsistency between these terms and conditions and the Personal Terms or Business Terms of the Revolut account offering entity, these terms and conditions shall apply.

If you have any questions about any of the content of the agreement, you should seek independent professional advice.

Information about our firm and the services we provide together with information on our policies and how we safeguard instruments can be found [here](#).

### 3. Introduction to trading

Revolut Securities provides the investment services to you via the Revolut Invest app, Revolut Retail app, Revolut Business app. We will collectively refer to these platforms as the **"Revolut app"** in these terms and conditions and throughout the agreement, unless the context requires otherwise.

In order to trade instruments via the Revolut app, you need to first have opened a Revolut current account with a Revolut account offering entity. This will enable you to open and fund an investment account where your cash and instruments balances held with us will be displayed. We call this the **"investment account"**. Your nominated account is the account used to make and receive payments into and out of your investment account. When you use the investment services, we will arrange for the relevant Revolut account offering entity to make a payment into or out of it.

Once we receive any funds from you, we will promptly place those funds into the client money account as explained in more detail in section 14 (Client money). These funds will become available to pay for your order in the instruments.

You can submit instructions to buy and sell various instruments via the investment platform. When you submit an instruction via the investment platform to buy or sell an instrument, we call this instruction an **"order"**.

Some of the orders you submit via the investment platform may be subject to a minimum order value depending on the type of underlying instrument. If you place an order in an instrument which is a whole or fractional share or unit, your order may be subject to a minimum order value indicated in the investment platform. We call this a **"minimum order value"**. As the minimum order value is dependent on a number of factors, we may reasonably decide to change the minimum order value without telling you beforehand.

You must have sufficient funds available in your investment account to pay for the order you submit via the investment platform. We call these **"available funds"**. Depending on the financial instrument, your order might be executed (i) by us acting

as a principal or (ii) by an authorised external service provider to whom we transmit your orders and to whom have delegated the responsibility of executing them. We call this party the **"third party broker"**. When we or the third party broker execute your order, we call this a **"transaction"**. You can use your investment account to monitor all of the current positions you hold in instruments as a result of transactions you have entered into via the investment platform. We call these **"open positions"**.

#### 4. Investment account information

You can check all trading activity on your investment account through the Revolut app. Your investment account information will be available to you, including to download, through the Revolut app while you are a customer. If you need to keep a copy of the information after your investment account is closed, you can download it while your investment account is still active. If you close your investment account and want to get this information you can email us at [feedback@revolut.com](mailto:feedback@revolut.com).

We will send a notification to you via the Revolut app each time you submit an order to buy or sell an instrument via the investment platform or, in the case of Private Market Funds, when your order is settled (either in full or partially) or declined. You can turn off these notifications through the Revolut app but, if you do, you should regularly check your trading activity on the Revolut app. It is important that you know what trading activity takes place in your investment account, so we recommend that you do not turn off these notifications.

In order to open an investment account, you must also have a Revolut current account. You may open investment accounts in different currencies that we offer on the investment platform. The funds deposited in your investment account will be used to pay for the orders you submit via the investment platform and for the commissions and other fees that are payable by you under this agreement. Similarly, if you close or your Revolut account offering entity closes your Revolut current account for any reason, your investment account will also be closed, and you will not be able to use our investment services for any other purpose. In such events, we may ask you to close all your open positions in the investment platform.

#### 5. Client communications

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, the agreement, we will do so via the messaging

functionality in the Revolut app. We may also communicate with you via text message or email to send you documents or other information, so you should regularly check your text messages and email account.

Importantly, these are the communication channels whereby we will provide to you information about your investment account, including to tell you about any fraud, or suspected fraud, relating to your investment account. This is also how we will tell you if there is a security threat to your investment account. Make sure you regularly check the Revolut app for this information.

Any communication sent to you by us is intended to be received by you only. You are therefore responsible for keeping any information we send to you private and confidential.

Any communication sent to you by us will be deemed effective if sent via:

- the messaging functionality in the Revolut app, as soon as it has been posted by us; or
- email, immediately after we have sent it to the last email address notified by you to us.

It is your responsibility to ensure you have read all and any communication we may send to you from time to time, via any of our communication means.

If you subscribe to the Ultra plan provided by our Revolut account offering entity, you will be able to call us using our in-app call service to receive phone support. Any such phone support is available exclusively through the Revolut app and is subject to the Paid Plan Terms and Customer Privacy Notice. We will not call you or receive calls from you outside the Revolut app.

In addition to other matters stated in the Paid Plan Terms, this phone support will be available for certain matters relating to this agreement and the investment services or financial products we offer to you. However, not all customer support issues can be addressed over the phone. A customer support agent will clarify which matters they can discuss with you over the phone. Phone support is currently available in the English language only. If you wish to receive customer support in another language, please use the messaging functionality in the Revolut app.

Please note that phone support does not entitle you to ask a customer support agent to place, modify or cancel an order on your behalf or take any other actions that

would result in you entering into a transaction.

Please note that our in-app messaging and phone support functionalities may be delivered through our AI-powered assistants. You may request to speak with a live agent at any time during the interaction. Further information is available in [Revolut's AI Chat Assistant notice](#).

If, at any time, you are unable, for whatever reason, to communicate with us via email or the messaging functionality in the Revolut app, we will not be responsible for any losses you suffer as a result of your inability to communicate with us, other than as a result of our fraud, wilful act, or gross negligence.

Your consents, approvals, acceptances, and other statements given using the Revolut app will have the same legal validity as your signature on a written document. All agreements entered into via the Revolut app will be deemed to be written agreements concluded between Revolut Securities and you. Any instructions you give us for conducting operations and other actions submitted or executed by you through the Revolut app will be treated as instructions and actions validly submitted and executed by you.

The agreement and all notices, instructions, or other communication between Revolut Securities and you will be in English or in another language set as your preference in the Revolut app. The investment services and investment platform, including its features and information within it, will be provided in English by default. However, you may, for your convenience, be able to select a different language for the investment platform using your mobile device. You should only select a different language if you have proper knowledge and full understanding of that language. If you select another language, you do so entirely at your own risk. In case of any inconsistencies between any documents or information that we provide or make available to you in English and the version of that document or information in a language other than English, the English version of such documents and information will apply.

We will record and store all order- and transaction-related communications between Revolut Securities and you. We will make such information available to you upon your request for a period of five (5) or, if you are a **Swiss** resident, for a period of ten (10) years from the date it was recorded or, if requested by our regulator, for up to seven (7) years.

You should keep your details up to date and let us know immediately if any information you have given us changes. If we discover that any of your information is

incorrect, we will update it.

To meet our legal and regulatory requirements, we might sometimes need to ask for more information about you. For example, this could be the case if your trading activity increases. You need to provide this information quickly so that there is no disruption to your investment account or our services.

## 6. Client classification

We are required to assign you a particular client classification and have categorised you as a retail client in accordance with the Law on Markets in Financial Instruments of the Republic of Lithuania ("**LMFI**") (or if you are **Swiss** resident, in accordance with Swiss Financial Services Act of 15 June 2018, as amended ("**FinSA**"). A "**retail client**" can be either a **natural** or **legal person** and means a client that has been categorised as such by Revolut Securities and who meets the criteria for that category set out in the LMFI (or FinSA, if you are **Swiss** resident). Retail clients are afforded the highest level of protection available under the LMFI (or FinSA, if you are **Swiss** resident). You have the right to request to be categorised as a professional client if you fulfil the relevant requirements set out in the LMFI (or FinSA, if you are **Swiss** resident), although we do not have to agree to your request. However, if we do agree to your request, and you are re-categorised as a professional client, you will lose the benefit of certain protections set out under the LMFI (or FinSA, if you are **Swiss** resident). If, following your request, you are re-categorised as a professional client, you must keep us informed of any change in your circumstances which may affect your categorisation as a professional client.

## 7. Third party broker, distributor and fund manager relationships

In order to provide investment services under these terms and conditions, including the specific services described in the Flexible Cash Funds Schedule and the Private Market Funds Schedule, we have entered into agreements with third party brokers, a third party distributor and a fund manager. These third parties provide execution, clearing, settlement and safe custody services, including safekeeping of your instruments. We may also appoint a third party that provides only custody services to us in respect of your financial instruments (the "**custody service providers**"). For the purpose of safekeeping your financial instruments, we have opened accounts with third party brokers, the third party distributor, the fund manager or custody service providers, as applicable, where your financial instruments are held. We call each such account an "**omnibus account**".

The fund manager with whom your investments are held will always be stated in the Revolut app.

Revolut Securities is the sole client of the third party brokers, the third party distributor and the fund manager or the custody service providers, as applicable, in the context of the investment services. These third parties will not provide services directly to you and do not know your identity. We are responsible for all matters relating to these terms and conditions.

Whilst we have exercised all due care, skill and diligence in selecting, appointing and periodically reviewing the third party brokers, the third party distributor, the fund manager or custody service providers, as applicable, we will not be responsible for any losses you suffer as a result of any actions that these third parties take or fail to take, other than as a result of our fraud, wilful act, or gross negligence.

## 8. Execution-only service

We do not provide investment advice or personal recommendations in respect of transactions you enter into via our investment platform. Our investment services are non-advised, execution-only services. Under these terms and conditions, where we provide non-advised, execution-only services at your initiative in relation to **non-complex financial instruments**, as defined under applicable laws, we will not:

- advise you on the merits of any transaction;
- have to assess the appropriateness of any of your transactions.

As a result, you will not benefit from the protection of the LMFI (or FinSA, if you are **Swiss** resident) on assessing appropriateness or suitability. Therefore, we will not assess whether:

- the transaction meets your investment objectives;
- you will be able to financially bear the risk of any loss that the transaction may cause; or
- you have the necessary knowledge and experience to understand the risks involved in the transaction.

Where we provide our non-advised, execution-only services in relation to **complex financial instruments**, as defined under applicable laws, we are required to assess the

appropriateness of the transaction in such complex instruments for you. We will ask you to provide us with up-to-date, accurate, and complete information about your knowledge and experience in the investment field relevant to the specific type of instrument, to enable us to assess whether the transaction in such an instrument is appropriate for you.

If, based on the information you provided, we consider that you do not have the necessary knowledge and experience to understand the relevant risks related to transaction in a specific instrument, we will warn you via the Revolut app that the relevant service or instrument is not appropriate for you. Where you do not provide us with requested information or provide insufficient information regarding your knowledge and experience, you are being warned and understand that we will not be able to determine whether the transaction in the envisaged financial instrument is appropriate for you. In these situations, or if you wish to enter into such a transaction despite our warning, we reserve the right to decline to provide you with investment services in relation to such instruments.

In addition to the above, for European Long-Term Investment Funds (“**ELTIFs**”) applicable regulations require us to conduct a broader suitability assessment rather than just an appropriateness assessment. This applies even where these funds are provided on an execution-only basis. For further details on ELTIFs, please refer to the Private Market Funds Schedule.

Our actions, communication, or any information we provide or make available to you should not be understood as offering of any securities to the public as it is understood under applicable laws, notably the EU Prospectus Regulation (EU) 2017/1129. In other words, we do not allow you to participate in the primary offerings of instruments and we only make available the instruments via our investment platform that are already listed on an exchange, regulated market, or any other trading venue (collectively called “**market** or **exchange**”).

## 9. Limitations of the execution-only service

The investment platform is not a market or exchange. This means that:

- you can only submit orders and enter into transactions with us via the investment platform, and not via a third party platform;
- in case you wish to liquidate your portfolio, all open positions in your investment account must be closed via the investment platform;

- all instruments which you purchase via the investment platform can only be sold on the investment platform, unless you decide to transfer them from your investment account;
- we do not provide investment, financial, legal, tax, or regulatory advice or any personal recommendation in respect of our execution-only service. You will have to make your own assessment before entering into any transaction, and you will not rely on any opinion, material, or analysis provided by us as being investment advice or a personal recommendation;
- any material or information we provide via the investment platform which contains market analysis, investment research, or general recommendations is made available for informational purposes only and should not be understood as being investment advice, or personal recommendation.
- you may be able to transfer instruments into or out of your investment account or to a third party platform;
- the quote we display for an instrument via the investment platform may be different from the price quoted on a third party platform, exchange or the market price for the same instrument;
- we may provide you via the investment platform with information about any instruments, including historical data about prices of instruments, industry and sector trends and analyses on various companies and instruments, analyst ratings on various instruments, account statements, costs and charges reports, etc. However, in providing such information, we will not be making any personal recommendation to you or advising you on the merits of a transaction in any such instrument, and you must make your own assessment of such information; and
- you are not obliged to submit any orders via the investment platform or enter into any transactions under these terms and conditions. We do not have to accept any order from you or ensure that it will be executed if the circumstances indicated in section 23 (Refusal of orders) of these terms and conditions occur or are likely to occur. Unless we are acting as a systematic internaliser for a particular financial instrument and are required to display prices, we have sole discretion whether to display a price for a particular instrument via the investment platform. Any transaction you enter into via the investment platform does not require us to offer the underlying instrument via the investment platform in the future.

You must ensure that you can access the investment platform from an appropriate device. You should be aware that connectivity to the investment platform 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 or monitor your open positions with

the same speed as you would otherwise be able to with a stronger network connection.

## 10. Investment account safety

If you are a **natural person**, you cannot share your investment account with another person, and the investment account must only be opened in your name.

If you are a **legal person**, this agreement is binding on you, but you can authorise 'Account Owners' and 'Authorised Users', that are categories of people defined as "**authorised persons**" in the [Business Terms](#), to carry out activities relating to our agreement on your behalf.

You must keep safe any passwords or security credentials connected to your use of your investment account and the Revolut app and we are not responsible for any losses you suffer as a result of a person accessing your investment account because you did not keep your password and security credentials safe. Unless you have informed us otherwise, we are entitled to treat every action taken via your investment account as an action authorised and undertaken by you.

To help keep your investment account safe, you should download the latest software for your device through which you access the investment platform and the latest version of the Revolut app as soon as they are available.

## 11. Representations

By entering into the agreement, you make certain statements of fact about you on which we will rely when providing the investment platform and investment services to you. We call these statements of fact your "**representations and warranties**".

You represent and warrant to us that:

- you have read and understood these terms and conditions and the entire agreement;
- if you are a **natural person**, you are over 18 years old and have full authority and rights to enter into and perform your obligations arising from the agreement;
- if you are a **legal person** or an authorised person, you agree that you have full authority to enter into this agreement and meet the obligations under it;

- you understand the risks involved in trading instruments via the investment platform;
- you will only use the investment platform and investment services for your own personal benefit;
- your use of the investment platform will not violate applicable laws of the country in which you are resident;
- these terms and conditions as well as each order and transaction and the obligations created under them are binding upon you and enforceable against you and you do not and will not break the terms of any regulation, order, charge or agreement which are applicable to you in relation to provision of the investment platform and investment services;
- all information which you provide or have provided is true, accurate, and not misleading in any material respect;
- you have not and will not upload or transmit any malicious code to the investment platform or otherwise use any electronic device, software, algorithm, or dealing method or strategy that aims to manipulate any aspect of the investment platform or the investment services; and
- you are not a citizen or a resident of the United States of America ("**US**").

Each representation and warranty you give above will be deemed repeated each time you submit an order in an instrument or enter into a transaction via the investment platform.

If we become aware that any representation or warranty you give above is, or becomes, incorrect or untrue in any way, or we have good grounds for believing so, we may deem all resulting transactions voidable or capable of being closed by us at the then current quote for the relevant instrument(s).

## 12. Covenants

By entering into the agreement, you need to make certain binding promises to us that you will do something on which we will rely when we provide the investment platform and investment services to you. We call these "**covenants**".

You covenant to us that you will:

- promptly notify us of any change to the details provided during the process of opening your investment account including, but not limited to, any change of

email, address, country of residence, and any change or anticipated change in your financial circumstances or, for **natural persons**, employment status (including redundancy and/or unemployment) which may affect your ability to meet your obligations to us under these terms and conditions;

- promptly notify us if a breach event occurs in relation to you;
- 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 an investment account;
- be willing and able, upon request, to provide us with any information we may reasonably require from time to time;
- meet your obligations to us under these terms and conditions and you will follow all laws and regulations which are applicable to you in relation to provision of the investment platform and investment services; and
- access and use the investment platform and investment services honestly, fairly and in good faith.

### 13. Account protection and compensation

Your Revolut current account is a payment account maintained with the Revolut account offering entity that holds your money. Any money that you hold in your Revolut current account is [protected](#) up to 100 000 Euro by the Deposit Insurance Scheme.

Your Revolut investment account is an account maintained with Revolut Securities. Any money that you hold in your investment account will be held by us as client money separately from our own funds. The funds corresponding to client money are safeguarded under the LMFI and BoL rules which are designed to ensure the safety of client money held in accounts such as your investment account. Any money and instruments that you hold in your investment account are protected up to 22 000 Euro by the Liabilities to Investors Insurance Scheme of the Republic of Lithuania.

You may be entitled to compensation from the Liabilities to Investors Insurance Scheme in connection with the services provided to you under the agreement, details of which are available [here](#).

You agree that we will provide you with the relevant information about the applicable Liabilities to Investors Insurance Scheme once a year via email, in the latest email address you have provided to us.

## 14. Client money

All money we receive from you or hold on your behalf in your investment account under the LMFI and BoL rules is known as “**client money**”. Client money is segregated from our own money and safeguarded in an account opened with an eligible third party. An “**eligible third party**” means a central bank, an authorised credit institution in the European Union (“**EU**”), a bank authorised outside the EU or a qualifying MMF. The account in which client money is held is known as a “**client money account**”. Your money may be pooled with that of our other clients in the client money account.

Whilst we have exercised all due care, skill and diligence in selecting, appointing and periodically reviewing the eligible third party, we are not responsible for any losses you may suffer as a result of any action that the eligible third party takes or fails to take in connection with client money other than as a result of our fraud, wilful act, or gross negligence.

**By entering into the agreement, you give express consent to your money being held in a pooled account.**

We may deposit some or all client money that we hold on your behalf in what is known as a qualifying MMF. The objective of a qualifying MMF is to realise a return that is equal to the market interest rate. If we deposit client money in a qualifying MMF, the units in that qualifying MMF will not be held in accordance with requirements for safeguarding client funds set out in the BoL rules.

**By entering into the agreement, you give express consent to your money being placed in a qualifying MMF.**

We will not pay you interest on client money held in the course of settlement or held in a client money account as part of a pooled holding. Interest earned on client money held in a client money account if received is retained by Revolut Securities for its own benefit.

**By entering into the agreement, you give express consent to Revolut Securities retaining interest earned on your funds for its own benefit.**

If an eligible third party with whom client money is deposited becomes bankrupt or insolvent or has had a receiver, trustee, or liquidator appointed for all or substantially all its assets (we call each of these events an “**insolvency event**”) which results in a

shortfall in the amount of client money held in the client money account, you may not receive your full entitlement and may share in the shortfall with other creditors of the eligible third party in accordance with applicable law. We will not be responsible to you for any losses you suffer as a result of any actions the eligible third party takes or fails to take in connection with client money or for the occurrence of any insolvency event in relation to the eligible third party, other than as a result of our fraud, wilful act, or gross negligence.

## 15. Client instruments

Your instruments will be held by us in safe custody under the LMFI and BoL rules. Where we hold your instruments as custodian under the LMFI and BoL rules, we may arrange for the provision of safe custody services through a third party who is responsible for the safekeeping of instruments held in the omnibus account. Such a third party might be either a third party broker, third party distributor or a custody service provider (as these terms are defined above) and we collectively call them **"third party custodian"**. All instruments held in the omnibus account will be registered in the name of 'Revolut Securities Europe UAB clients', whereas you will remain the beneficial owner of such instruments at all times. By entering into the agreement, you give express consent to your instruments being held in an omnibus account.

The omnibus account will be segregated and held separately from other financial instruments that may be held by the third party custodian. We will maintain in our books and records your entitlement to the instruments held by the third party custodian in cases where the third party custodian has registered or recorded your instruments in a combined account or pooled in some other way with financial instruments belonging to other clients of the third party custodian. Where an insolvency event occurs in relation to the third party custodian, your instruments will be excluded from the assets available to its creditors.

**By entering into the agreement, you give express consent that your instruments may be held with a third party located outside of Lithuania.**

We may arrange for your instruments to be held by the third party custodian in the omnibus account which is established outside of Lithuania where the laws and regulations applicable to the third party custodian and your rights in relation to the instruments you hold may be different to that which would apply if the instruments were held in Lithuania. We will do as much as reasonably possible to make sure that the level of protection afforded by the third party custodian to holding the

instruments in the omnibus account will be the same as the level of protection that would apply if the instruments were held by Revolut Securities under the LMFI and BoL rules.

If an insolvency event occurs in relation to the third party custodian which results in a shortfall in the amount of instruments held in the omnibus account, you may not receive your full entitlement and may share in the shortfall with other creditors of the third party custodian under applicable law. Whilst we have exercised all due care, skill and diligence in selecting, appointing, and periodically reviewing the third party custodian, we will not be responsible to you for any losses you suffer as a result of any actions the third party custodian takes or fails to take in connection with your instruments or for the occurrence of any insolvency event in relation to the third party custodian, other than as a result of our fraud, wilful act, or gross negligence.

### **Instrument transfers**

You may be able to transfer certain instruments to your investment account from a third party platform, meaning a platform operated by a different investment service provider ("**incoming transfers**"). You may also be able to transfer certain instruments from your investment account to a third party platform ("**outgoing transfers**"). We collectively call incoming and outgoing transfers, the "**instrument transfers**". You will not be able to transfer cash held in your investment account to any third party platform.

We will, in our sole discretion, specify the instruments eligible from time to time for an instrument transfer. You can see the instruments eligible for an instrument transfer in the Revolut app. You will not be able to transfer fractional shares (as defined below) to a third party platform. For incoming transfers, we will not accept any instruments that are not owned by you or are not held in an account opened in your name or are subject to any restrictions.

By giving us instruction to initiate the instrument transfer via the Revolut app, you authorise us to execute such documentation and take such actions as may be necessary to bring about the instrument transfer.

You represent and warrant that:

- you have the legal right and authority to request an instrument transfer;
- any third party platform to which your instruments are transferred is not affiliated with, controlled by, or otherwise related to us.

You also acknowledge that, in the event of an outgoing transfer, once the instrument transfer is complete, we shall have no further responsibility or liability with respect to the transferred instruments and, similarly, in the event of an incoming transfer, we will assume obligations under these terms and conditions in relation to the instruments transferred to us from the date we duly receive them from the third party platform provider.

We will initiate the instrument transfer typically on the first business day following the receipt of a valid and complete instrument transfer request from you. An instrument transfer is typically completed within ten (10) business days from the day on which we initiate the instrument transfer. However, you acknowledge that the total time required to complete the instrument transfer may be significantly longer, due to factors including, but not limited to, cooperation and the policies and procedures of the delivering or receiving third party platform provider, the complexity of the transaction, compliance with applicable laws and regulations, and other related factors. A “**business day**” means a day that the banks are open in the Republic of Lithuania.

We make no guarantee as to the time frame within which an instrument transfer will be completed or that an instrument transfer will be completed. The instrument transfer might be cancelled, among other reasons, if you do not provide us with required information, the transfer does not comply with applicable laws or regulations, or if we reasonably deem that it would be in violation of any agreement by which we are bound.

When you submit an outgoing transfer order, you will not be able to sell or otherwise use the relevant instruments that are subject to instrument transfer until the instrument transfer is complete or is cancelled. **You understand and agree that during this time the value of such financial instruments might rise or fall quickly, and you will not be able to liquidate the positions subject to the instrument transfer.**

You must have available funds in your investment account to cover the fees associated with the outgoing transfer. Otherwise, your instrument transfer order will be cancelled. We will deduct the relevant amount from the available funds in your investment account after you submit your instrument transfer order. The fees are charged per position and will be shown to you in the Revolut app before you submit the instrument transfer order. Your third party platform provider may charge a fee or impose other limitations to instrument transfers.

You may cancel your instrument transfer order by contacting us via the messaging functionality in the Revolut app. However, we cannot guarantee that we will be able to action your request for cancellation once submitted.

You are solely responsible for providing us and the third party platform with accurate, complete, and up-to-date information, including, where applicable, information on the price at which you acquired the instrument, or any other information requested by us or the third party platform. We are not responsible for any costs or losses you may incur as a result of an instrument transfer (or failure to transfer) initiated via the Revolut app including, but not limited to, any actions that the third party platform providers or third party brokers take or fail to take, other than as a result of our fraud, wilful act, or gross negligence.

## 16. Market data, investment research and other information

We may provide news, analyst opinions, research reports, credit ratings of certain instruments, information about the issuers, graphs, or any other data or information to you via the investment platform under licence from third party providers. We call this “**market data**”. Any market data we display via the investment platform is for informational purposes only, without regard to your individual financial circumstances, objectives, or particular needs. It is provided to enable you to make your own investment decisions and is not intended to be, and should not be regarded as, investment advice or a personal recommendation.

In addition, Revolut Securities produces and provides independent investment research, which includes general investment recommendations in relation to publicly listed shares. Revolut Securities disseminates its investment recommendations to clients via the Revolut app titled “Revolut Suggestion”. More information on our investment research and general recommendations can be found in the [Research Disclosure](#).

Any market data and investment research we display via the investment platform is for informational purposes only, without regard to your individual financial circumstances, objectives, or particular needs. It is provided to enable you to make your own investment decisions and is not intended to be, and should not be regarded as, investment advice or a personal recommendation.

Neither we nor any of our third party providers make any representation or warranty as to the accuracy, completeness, or timeliness of the market data that we receive from third party providers that we display via the investment platform. The market

data and investment research are not an offer or solicitation by us towards you to buy, sell, or otherwise deal in any particular instrument available to trade via the investment platform. If you decide to rely on market data, investment research or any other information that we may make available via the investment platform, you agree that you do so at your own risk. Neither we nor any of our third party providers will be responsible to you for any losses you suffer resulting from your use of, or reliance on, market data or investment research, or for any losses you suffer if the information we display via the investment platform is incorrect, other than losses that result from the third party providers' or our fraud, wilful act, or gross negligence.

The market data and investment research we display via the investment platform is highly confidential and made available to you on the basis that you will only use that market data or investment research for your own information purposes and not for any ant not any other use. In particular, you must not:

- use any of the market data or investment research for commercial purposes;
- make the market data or investment research available to any other person, whether free of charge or otherwise;
- publish the market data or investment research anywhere; or
- provide access to the market data or investment research to anyone else.
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All intellectual property rights in the market data provided by the third party providers will remain the property of the third party providers. Similarly, all intellectual property rights in investment research, including general recommendations, provided by Revolut Securities will remain the property of Revolut Securities.

We or any of our third party providers may, at any time and without telling you beforehand, change or stop providing you access to any particular market data or investment research.

Certain market data is provided under licence from third party providers who may enforce the terms of this section 16 to protect their rights.

### **Key Information Document**

In order to help you make an informed decision before you invest in a MMF (available for investing under the Flexible Cash Funds Schedule), an ELTIF (available for investing under the Private Market Funds Schedule), or an ETP via the investment platform, we are required by applicable law and regulation to make available to you a Key Information Document ("**KID**") about the nature, risks and costs of investing in

that particular instrument. The relevant **KID** will be available to download via the Revolut app in English or via a link to the website of the relevant fund manager. Upon your request via the Revolut app, we may send you a non-English language translated version of the KID produced by the relevant fund manager at its discretion.

**By agreeing and accepting these terms and conditions, you give express consent to receiving KIDs in a durable medium other than paper, which will be made available via the Revolut app or by means of a website in English. Each time you submit an order via the investment platform, you confirm that you have read and understood the KID related to your relevant investment in a MMF, an ELTIF or an ETP.**

## 17. Instrument availability and position limits

The instruments that can be traded via the investment platform may change from time to time. In particular, we have sole discretion whether to add to or remove specific instruments or types of instruments and impose restrictions or limitations on certain instruments or volumes of instruments that may be bought or sold via the investment platform.

We cannot guarantee that any specific instruments or types of instruments that may be available to trade at any given point in time will always remain so available or accessible via the investment platform, and we can suspend and remove from the investment platform any instrument at any time. If we suspend or remove an instrument from the investment platform, it will mean that you will no longer be able to submit orders to buy that instrument via the Revolut app. We will, however, if the law permits so, allow you to submit orders to close any open positions in that instrument. In the event that the instrument is no longer available to trade via the investment platform, and we cannot support the holding of such instrument, we will inform you of the options available to you, which may include the requirement for you to submit sell orders for any open positions in that instrument. If you fail to act on such a requirement, we may sell the relevant instrument on your behalf at the then current quote displayed via the investment platform or, where applicable, at the next applicable valuation price (e.g., for ELTIFs), and will pay the proceeds of sale to your investment account.

Specifically for MMFs, if the law permits, we will try to provide you with reasonable notice before any changes are made, and the proceeds of sale will be paid to your Revolut current account. From the date the sell order is submitted, you will stop earning return on your shares in the impacted MMFs.

We will not be responsible for any losses or expenses you suffer as a result of suspension or removal of a financial instrument from the investment platform or for the sale of instruments on your behalf due to such events, other than as a result of our fraud, wilful act, or gross negligence.

You agree that we may set certain position limits, restrict the number of open positions you may execute or hold with us, or apply other restrictions to your investment account which we reasonably deem necessary to ensure compliance with applicable laws, manage our own risk or to protect you from excessive losses. You understand and agree that we may refuse to accept new orders if accepting them would result in you exceeding these established limits. We reserve the right to require you to close or reduce open positions to ensure your positions or account comply with established limits. All position and trading activity limits will be disclosed via the investment platform.

## 18. Order types

Other than as described below, orders to buy or sell a specified instrument may be submitted via the investment platform during the regular market hours of the relevant market or exchange where that particular instrument is traded. We call these “**regular market hours**”. During the regular market hours, we are prepared to provide quotes for relevant instruments on the investment platform.

Unless we have said otherwise in these terms and conditions, you can submit via the investment platform any of the order types indicated immediately below, except for short sale orders.

However, please note that we cannot guarantee that a specific order type will be available at all times and that you will be able to submit a specific order type in all or any instruments available via the investment platform. There may be instances where you cannot submit any orders for execution via the Revolut app.

### **Market order**

A market order is 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.

### **Limit order**

A limit order is an order to buy or sell an instrument which is a whole share or unit at a price specified in the order or better. We call this the **"limit price"**. A buy limit order will be executed at the limit price or lower and a sell limit order (Take-profit order) will be executed at the limit price or higher. Limit orders to buy must be placed below the then current quote displayed via the investment platform, and limit orders to sell (Take-profit order) must be submitted above the then current quote displayed via the investment platform. If the limit price is reached, the limit order will be executed as soon as possible at the then current quote displayed via the investment platform.

**If you place a limit order in shares admitted to trading on a regulated market or traded on a trading venue, and the order is not immediately executed under prevailing market conditions, you expressly instruct us not to make the order public immediately.**

### **Stop order**

A stop order is an order to buy or sell an instrument which is a whole share or unit once the price of the instrument reaches the price specified in the order. We call this 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 price may be at a significantly different price from the stop price if the market is moving rapidly. Stop orders to sell must be placed below the then current quote displayed via the investment platform and stop orders to buy must be submitted above the then current quote displayed via the investment platform. If the stop price is reached, the stop order will be executed as soon as possible at the then current quote displayed via the investment platform.

### **Recurring buy order**

A recurring buy order is an order to buy a predetermined US Dollar- or Euro-based value of a particular instrument on future dates or at defined intervals. We call this a **"recurring buy order"**. Recurring buy orders may only be executed as market orders.

In order to submit a recurring buy order, you will need to tell us which instrument you wish to buy on a regular basis, the US Dollar or Euro value you want to spend on your recurring buy order, depending on the instrument you wish to buy, the date on which you want to schedule the first recurring buy order, and the frequency of your recurring buy order, which may be daily, weekly, or monthly. Your recurring buy order may be subject to minimum order value indicated in the investment platform.

Once you set up a recurring buy order, we will ensure that your first recurring buy order is executed in accordance with your instruction. Following the execution of your first recurring buy order, all subsequent recurring buy orders will be executed

depending on the selected frequency of your recurring buy order. If the scheduled execution date of a recurring buy order is the date on which the relevant market or exchange is closed, the recurring buy order will be executed on the next available trading day, at which point the price of the relevant instrument may have moved.

By setting up a recurring buy order for a particular instrument, you give us permission to execute your buy order for execution at the selected frequency without any further instruction from you. Your recurring buy orders will continue to be submitted for execution until you cancel or terminate the recurring buy order instruction for a particular financial instrument. You may cancel and terminate your recurring buy order(s) at any time.

We will do as much as reasonably possible to tell you before cancelling a particular recurring buy order or terminating your recurring buy order instruction (e.g., because of a corporate action or too many consecutive failed orders due to lack of available funds). We will not be liable for any losses you suffer as a result of any submitted or cancelled recurring buy order, unless it is a direct result of our fraud, wilful act, or gross negligence.

If you set up a recurring buy order but you do not have available funds in your investment account or in your Revolut current account, if you have enabled the automated top-up feature as described in section 43 (Payment for your orders), the recurring buy order may be rejected. This will not cancel the recurring buy order instruction in relation to future scheduled recurring buy orders, but we may decide at our sole discretion to terminate your recurring buy order instruction after multiple consecutive failed recurring buy orders due to lack of available funds.

### **Investment plans**

For certain Exchange Traded Products, you may place a one-off buy and recurring buy orders without paying a standard commission (we call it the **"Investment plan"**).

Not all ETPs available in our platform are eligible for the Investment plan. ETPs that are eligible for Investment plans will be marked accordingly in the app and you can find the full list of eligible ETPs on the Revolut app. We reserve the right to change the list of eligible ETPs at our sole discretion by giving you a prior notice.

We will not charge you the commission for the one-time purchase or recurring buy orders on eligible ETPs carried out under the Investment plan even if it exceeds the number of commission-free transactions granted to you under your subscription plan. Other charges, such as instrument-related charges, may apply (please refer to

Section 39 and [Ex-Ante Costs & Charges Disclosure](#) for more information). Buy orders executed under the Investment plan won't count toward your monthly commission-free transactions included in your subscription plan.

Recurring buy orders executed under the Investment plan won't count toward your monthly commission-free transactions included in your subscription plan, if applicable.

You can set up, cancel, terminate or amend your Investment plan as any other recurring buy order via our investment platform.

### **Extended market hours order**

This subsection applies to US listed shares only. The US regular market hours are usually between 9:30am EST (New York City time) and 4:00pm EST. An extended market hours order is an order to buy or sell a US listed instrument that is submitted outside of regular market hours between 4:00am EST and 9:30am EST time (we call these "**pre-market hours**") and 4:00pm EST and 8:00pm EST time (we call these "**post-market hours**"). Collectively, we call pre-market hours and post-market hours "**extended market hours**". Orders submitted for execution during extended market hours can only be limit orders in instruments which are whole shares. 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 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. If the order is still not fully executed by the end of the post-market hours, it may be cancelled. You may opt-in as well as opt-out to trade during extended market hours via the Revolut app. We reserve the right to change or modify the extended market hours or suspend, temporarily or permanently, the extended market hours trading session or trading of certain shares during extended market hours without giving you advance notice. Extended market hours will not be available during the official holiday of the relevant US market or exchange. We offer extended market hours trading only for US listed shares that are available to trade via the investment platform. As a result, you will not be able to trade any other instruments before or after the relevant regular market hours of the market or exchange on which such instrument is traded. Orders in fractional shares and units may not be submitted during extended market hours.

### **Short sale order**

You must not submit, nor will we accept, a short sale order via the investment platform. A "**short sale order**" means, in relation to an instrument that you do not hold

at the time of submitting an order via the investment platform, an order to sell that instrument in anticipation that the price of that instrument will fall, allowing the sale of an instrument at a higher price, and giving you 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, which was subsequently executed, to buy that instrument via the investment platform.

## 19. Pricing of instruments

The execution price of an instrument is the price at which the underlying market or exchange is willing to buy or sell the relevant instrument at the point of execution of your order. This is not something that we or the third party broker can control, other than in the case of any limit order or stop (loss) order types, which we or the third party broker will only execute according to the relevant limit or stop prices.

We are not responsible for any movement in the underlying market or exchange between the time your order has been accepted and the time that your order has been executed by us or a third party broker, nor for any difference between the quote or a third party broker, nor for any difference between the quote for the relevant instrument price displayed via the investment platform and the actual execution price obtained by us or the third party broker at the point of execution.

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 quote for the relevant instrument displayed via the investment platform. If your order is executed at a 'worse' price than the quote for the relevant instrument at the time you submitted the order, we are not liable to provide you with the difference in those prices.

While we will do as much as reasonably possible to make sure your order is transmitted to the third party broker or executed by us (as applicable) without delay, we cannot guarantee the speed or exact timing of such order execution.

We are not responsible for any losses you suffer if the price at which your order is executed is incorrect, not the same as the quote displayed for the relevant instrument via the investment platform, not the best available price in the underlying market, or is subject to any delay other than as a result of our fraud, wilful act, or gross negligence.

## 20. Quotes

We will display the latest market price to buy and sell for each instrument available to trade via the investment platform. We call the latest market price a "**quote**". Each quote is displayed via the investment platform as we receive it from third party providers during regular market hours.

All quotes provided via the investment platform are indicative, meaning they are a reasonable estimate of the latest market price, provided for information purposes only, and do not constitute an offer to buy or sell any instrument at a particular quote or at all. When you submit an order based on a quote displayed via the investment platform, your order constitutes an offer to trade at the then current price for that instrument.

The final terms of any transaction arising from your order may be different from the quote on which your order was based.

## 21. Client order handling

If we accept your order, we will either execute your order ourselves by dealing on our own account (we will be acting as a principal) or transmit your order to a third party broker for execution (will be acting as an agent) in accordance with our [Order Handling and Best Execution Policy](#), to which you consented.

When we execute your order in our capacity as a principal, we do so by dealing on our own account. This means we will be the counterparty to your transaction. In such cases, we are not acting as your agent but are instead entering into the transaction with you directly. As a result, we may buy from you or sell to you financial instruments in our own name and risk. Any order we execute will be executed outside of a market or exchange, as you expressly consent to under Section 24 below.

In relation to US shares and American Depositary Receipts, we will act in a mixed capacity of an agent and principal when executing your orders. In relation to ETPs, bonds, and other debt instruments, we will act in our capacity as an agent only and transmit your orders to third party brokers for execution.

We have a duty to act in your best interest when we execute your order or transmit it to a third party broker or distributor for execution or onward transmission. We will take all sufficient steps to deliver the best possible result to our clients on a consistent

basis when we execute our clients' orders or when we transmit them to third party brokers or the distributor. However, we cannot guarantee that the best possible result will be achieved every time or for each client.

We will consider your continued submission of orders via the investment platform as your continued consent to the [Order Handling and Best Execution Policy](#) as in effect from time to time.

## 22. Out of hours orders and execution of your orders

### **Out of hours orders**

You can submit an order in respect of any instrument which is available to trade via the investment platform at any time during regular market hours. If you submit an order outside of regular market hours or, where available, during extended market hours, your order may not be executed based on the quote displayed via the investment platform if the underlying market or exchange is not trading at the specified price once regular market hours or extended market hours commence. However, we will continue to make reasonable efforts to execute your orders despite these movements. We call this an **"out of hours order"**.

Revolut Securities 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, where available, outside the extended market hours.

You can submit a request to cancel your out of hours order or extended market hours order at any time before the opening of the relevant underlying market or exchange. However, we cannot guarantee that we will be able to action your request for cancellation once submitted. Therefore, you should submit a request to cancel your out of hours order or extended market hours order before the relevant underlying market or exchange is scheduled to be open for its regular trading session in order to avoid any risks associated with cancelling your out of hours order or extended market hours order or for any movements in price once the underlying market or exchange opens.

### **Submission and execution of orders**

You must act on your own behalf and for your own account in relation to all orders submitted by you via the investment platform and you cannot submit orders on behalf of any other person.

When you submit an order via the investment platform, you will either be required to input the cash value of the instrument which you wish to buy or sell, or the specific number of shares or units of the instruments that you wish to buy or sell which, for certain instruments that are shares or units, may result in you buying or selling fractional components of such shares or units. With respect to out of hours orders in exchange traded instruments which are fractional shares or units, we will only accept cash-based orders submitted via the investment platform. Fractional shares and units are not available to trade for extended market hours orders.

You must ensure that the terms of your order are accurate and complete before you submit your order via the investment platform. We will not verify the accuracy of your order before its execution, and we may assume that your order, as received by us, is accurate and complete.

Any order you submit via the investment platform will not be effective until it is actually received and accepted by us. Any such order once received by us cannot be cancelled or changed without our consent.

We cannot guarantee that any order we confirm as having been received by us via the investment platform will be executed either by us or the third party broker or distributor. A valid order will not be a binding transaction until that order is accepted and executed which will be confirmed by us via the investment platform with a trade confirmation and/or an account statement.

We are not responsible for any losses you suffer as a result of us transmitting your order to a third party broker or distributor, or executing as we have received it except where it is a result of our fraud, wilful act, or gross negligence.

## 23. Refusal of orders

We may refuse to accept orders to establish positions in the following circumstances:

- you do not have available funds in your investment account to pay for your order or if the acceptance of an order would breach your plan limit;
- the quote displayed via the investment platform for the relevant instrument is no longer valid, including in times of low liquidity or high price volatility;
- we have good reason to believe that the quote displayed via the investment platform for the relevant instrument is subject to delay;

- we have good reason to believe that you are submitting an order via the investment platform as part of an abusive strategy or to commit market abuse;
- the transaction arising from your order would be in breach of applicable laws or these terms and conditions;
- an insolvency event has occurred in relation to you or to the instrument to which your order or transaction relates;
- a corporate action has occurred in relation to the instrument to which your order or transaction relates;
- your order does not meet the minimum order value;
- you die or become incapacitated, or we have good reason to believe so;
- an exceptional event or a market disruption event has occurred;
- your order or transaction arising from your order is subject to manifest error, as explained in section 29 (Misquotes and other errors);
- notice has been given to close your investment account but, in that case, you will be allowed to submit orders via the investment platform in order to close any open positions, without creating any new open positions, and to execute orders in place prior to notice of closure being given that when executed increase the available funds in your investment account;
- your order or transaction arising from your order relates to a penny stock. A penny stock is a US listed share that we make available to trade on the investment platform for which the daily average market price remains below the minimum order value for the US listed shares consistently. If we determine that an instrument meets the conditions of a penny stock, we may suspend all buy orders in the relevant instrument.
- If accepting the order would result in exceeding the position limits we have established on your investment account.

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We may decide to refuse your order for other reasons which are not set out above, but we will only do so if we have reasonable grounds, including, without limitation, when our refusal relates to requirements or restrictions set by us, our third party brokers or distributor, or a market or exchange, or to the fulfilment of your obligations to us, or restrictions applied to your instruments or investment account.

If, after we have accepted your order, we become aware that any of the circumstances set out above were in existence at the time, or before, we accepted your order, we can take any of the following actions:

- void the order, and any resulting transaction, as if it had never been accepted; and
- allow the order, and any resulting transaction to remain in place until closed under these terms and conditions.

We will do as much as reasonably possible to tell you beforehand if we take any of the actions mentioned above but, if this is not feasible, we will tell you as soon as reasonably possible afterwards.

Any action we take under this section will not affect any other right of action we have under these terms and conditions or under applicable law.

We will not be responsible for any losses you suffer resulting from our refusal to accept your order, other than as a result of our fraud, wilful act, or gross negligence.

Specifically for MMFs, in addition to the above non-exhaustive reasons, we may also refuse your order if the fund manager has declared a stressed market environment in respect of the Low Volatility Fund, as further explained in the Flexible Cash Funds Schedule, or if the fund manager has temporarily suspended the determination of the Net Asset Value per share for dealing purposes in any MMF, for the reasons explained in the prospectus of the relevant MMF. We call such a temporary suspension period declared by the fund manager in accordance with the prospectus a **"temporary suspension period"**.

Specifically for ELTIFs, we also may refuse your order if the fund manager suspends the determination of NAV or otherwise limits subscriptions and redemptions as further explained in the Private Market Schedule and relevant fund documents.

## 24. Order execution

All orders will be executed in accordance with our [Order Handling and Best Execution Policy](#). In addition, you agree and accept that:

- you must not submit, nor will we accept, limit or stop orders in instruments which are fractional shares or units via the investment platform;
- we will execute market orders, limit orders, stop orders, recurring buy orders, and extended market hours orders in a principal capacity or transmit them to a third party broker for execution as soon as possible; however, market conditions, available liquidity and technological issues may affect the time it takes for the market order, limit order, stop order, recurring buy order, or extended market hours

order to be transmitted or executed, and all such orders will be executed at the next available opportunity;

- any out of hours order you submit via the investment platform will be executed or transmitted to the third party broker once the underlying market or exchange on which the instrument trades opens for its regular trading session;
- if you have opted into extended market hours trading and submitted an extended market hours order, we will execute your order or transmit it to a third party broker for execution as soon as possible and in accordance with your instruction. Depending on the time you have submitted your extended market hours order, your order will be executed either during pre-market hours, regular market hours, or post-market hours. If you have opted out of extended market hours trading, any extended market hours order you submit via the Revolut app will be executed during regular market hours;
- we cannot guarantee that any order, including a limit order or stop order, will be executed, even if the price of the instrument reaches the buy or sell limit price or stop price; and
- once accepted by us, your order cannot be changed or cancelled by you unless we have confirmed to you that we have had to change or cancel your order due to a market disruption event.

We will not be responsible to you for any losses you suffer if:

- your stop order is executed at a price that is different from the buy or sell stop price that you specify when you submit the limit order or stop order via the investment platform;
- the execution of your order is subject to any delay outside of our reasonable control;
- your order is cancelled; or
- your order is not executed at all, other than as a result of our fraud, wilful act, or gross negligence.

There may be times, and always when we execute your orders as principal, where your order is executed outside of a market or exchange. You should be aware that orders executed outside of a market or exchange are subject to additional risks, such as counterparty risk. For more information about the risks related to execution of orders outside of a market or exchange, please refer to our [Description of Services, Financial Instruments and Risks](#).

**By agreeing to and accepting these terms and conditions, you give us express consent that, in certain circumstances, and at all times in respect of fractional shares, MMFs and ELTIFs, your orders can be executed outside of a market or exchange (i.e. outside of a regulated market, multilateral trading facility, or organised trading facility).**

## 25. Fractional shares

Certain instruments available on the investment platform will be eligible for fractional trading. This means that you can submit an order to buy or sell an instrument which is less than one whole share or unit using either a fractional share or unit quantity or a cash value. We collectively call these shares and units “**fractional shares**”. Information about which instruments are eligible for fractional trading is available in the Revolut app.

Investing in fractional shares carries additional risks compared to investing in whole shares or units. Before submitting an order via the investment platform in instruments which are fractional shares, you should consider whether you understand the unique risks, characteristics, and limitations related to trading in fractional shares. In particular, you should be aware that fractional shares:

- have no commercial value outside of the investment platform;
- cannot be transferred to another third party platform;
- can only be sold via the investment platform; and
- any sale proceeds can be withdrawn only from your investment account.

If an instrument is no longer eligible for fractional share trading, you cannot submit any new orders via the investment platform in that instrument which includes a fractional component or enter into any new transactions in that instrument which includes a fractional component unless you want to close any open position in that instrument.

You cannot, nor will we or the third party broker, vote or take any discretionary or voluntary action with respect to any fractional shares. However, if a corporate event occurs in relation to an instrument, the interests will be paid to you depending on your level of ownership interest of that instrument and will include any fractional shares you hold.

You cannot transfer your fractional shares to a third party platform. If you close your investment account or transfer the instruments in your investment account to a third party platform, any instruments you hold which are fractional shares will need to be sold, which may result in you paying additional charges. For more details on applicable costs and charges, please refer to section 39 (Costs and charges) and [Ex-Ante Costs & Charges Disclosure](#).

We record and, where necessary, mathematically round the quantity of fractional shares you hold in our books and records to the eighth decimal place (or, in the case of ELTIFs, up to five decimal places), the value of fractional shares to the nearest cent, and the payment of any dividends on fractional shares to the nearest cent.

We cannot guarantee that all instruments available to trade via investment platform will be eligible for fractional trading.

With respect to fractional shares, we will generally act in a mixed capacity of agent (in which case we will transmit your orders to third party brokers for execution) or principal (in which case we will execute your orders by dealing on our own account) as explained in more detail in Section 21.

## 26. Settlement

We will deduct from your investment account all funds necessary in the currency in which the relevant instrument is traded on the relevant market or exchange so as to effect payment of any order you submit via the investment platform. This may include any additional amounts required to settle any transaction if an order is ultimately executed at a higher price than the quote on which your order was based. For example, this could happen if there is volatility in the market which affects the quote on which your order was based following the execution of such order transmission of the third party broker for execution.

If you submit an order to sell an instrument via the investment platform and there are sale proceeds due to you from that sale, your investment account will be credited with the value of those proceeds. However, you should be aware that, whilst those sale proceeds may be credited to your investment account, you will not be able to withdraw those proceeds until such time as the transaction arising from your order to sell the relevant instrument has settled. In most underlying markets, settlement of any instrument available to trade via the investment platform typically occurs within two (2) trading days following execution of the order. Learn more about what a trading day is in this [FAQ](#). Exact settlement times may vary depending on a range of factors,

including the specific markets, instruments and related market conditions. Please note that for ELTIFs, settlement takes longer and is subject to the specific timelines set out in the Private Market Funds Schedule.

If you are due to receive dividend or coupon (interest) payments or other cash distributions on the instruments you hold, please be aware that settlement for dividend payments typically occurs within five (5) trading days. We will credit your investment account with the value of those payments or other cash distributions as soon as possible but, given the number of intermediaries involved in the payment and distribution process, there may be instances where settlement takes longer than normal.

## 27. Corporate actions

An instrument you hold in your investment account may become subject to possible adjustment as a result of a corporate action taken by the relevant issuing company of that instrument, which may have a diluting or concentrating effect on the market value of that instrument. A corporate action may include a general meeting, distribution of profits, securities, rights or warrants issue granting holders of an instrument the right to a distribution of securities or to purchase, subscribe or receive securities from the issuing company, in any case for payment, in cash or otherwise. We or the third party broker may, without notice, sell or otherwise liquidate all or any part of the securities, rights or warrants you receive from a corporate action, which cannot be held in your investment account.

If there are any dividend payments made on any of the instruments you hold that are due and payable to you as a result of a corporate action, we will procure that the proceeds arising from any such corporate action will be credited to your investment account as soon as we receive them.

To the extent required by applicable law, when we receive information from the issuer of the relevant instrument traded on a market or exchange in the EU ("**EU listed instruments**") that you hold in your investment account, we will send this information to you via the Revolut app or email. This information is required to enable you to exercise rights as a shareholder, which are attached to such instruments. Where the issuer makes this information available on its website, we will only provide you with the link to the website where such information is published. If such information is provided to you directly by the issuer, we will not transmit this information to you. We will not be responsible for the accuracy or validity of such information, and we will transmit it in the language in which we have received it.

To the extent required by applicable law and upon your express request, we will facilitate the exercise of your rights as a shareholder which are attached to the eligible EU listed instruments you hold in your investment account, including your right as a shareholder to participate and vote in general meetings. We may charge commissions, fees, and any other reasonable expenses that we incur in relation to such corporate actions.

We may be required to disclose your personal information and details of your shareholding in specific EU listed instruments to the issuers of such instruments or a third party nominated by them. You agree that we may share relevant information about you, to the extent required under applicable laws, with the issuer or third party nominated by the issuer.

Each time the issuer of a specific EU listed instrument you hold in your investment account initiates a voluntary or mandatory corporate action event, you give us permission to act on your behalf with respect to such corporate action event and exercise any of your rights as a shareholder which are attached to the relevant instrument. We will, where possible, select the cash option, which will entitle you to receive cash in your investment account rather than other alternatives. If the cash option is not available, we will select the default option presented by the issuer, unless we deem that such option would not be in your best interests, the instrument, rights or warrants you may receive after selecting such option cannot be held in your investment account or, in our opinion, there are other valid reasons not to select the default option. You may inform us via the Revolut app if you no longer permit us to act on your behalf with respect to a particular corporate action.

**By signing this agreement, you explicitly authorise and instruct us to act on your behalf with respect to corporate actions of issuers of EU listed instruments.**

We will not be responsible for any losses or expenses you incur due to any action we take, or refrain from taking, with respect to any corporate action event, other than as a result of our fraud, wilful act, or gross negligence.

## 28. Trade confirmations and account statements

Following the execution of your order, we will confirm the transaction arising from your order no later than one (1) business day following the execution by posting a confirmation via the investment platform. We call this a **"trade confirmation"**.

However, the validity of the transaction will not be affected if we do not post the trade confirmation via the investment platform within this period of time or at all.

We will provide a statement relating to your open positions, orders and transactions and other investment account activity via the investment platform on the first day of each month for the previous month's activity. We call this an "**account statement**".

You can generate monthly statements relating to your investment account or MMF portfolio at any time via the investment platform. These statements will record transaction activity, profit and loss statements, open positions and the cash balance of your investment account. Specifically for MMFs, these statements are a type of account statement, and will record transaction activity, the gross return accrued on your shares, and any other charges, fees as well as tax withholding amounts we might have deducted. Your investment account or MMF portfolio, as applicable, will be updated no later than twenty-four (24) hours after any activity has taken place on your account.

If you are a **legal person**, your MMF portfolio statements will be available at the beginning of a calendar month and will reflect your portfolio activity for the preceding month.

The provision of trade confirmations and account statements via the investment platform, and your ability to generate statements on at least a quarterly basis, will be deemed delivery of such documents. We can withdraw or amend any such documents at any time. We do not have to provide trade confirmations or account statements to you in hard copy.

You must review all trade confirmations and account statements provided via the investment platform to check that they are accurate and correct. If you believe that any trade confirmation or account statement you receive is incorrect (for example, because it refers to an order which you have not submitted via the investment platform for execution), you must tell us immediately.

Trade confirmations and account statements, unless they are subject to manifest error, will be deemed conclusive of your orders and transactions and will apply to you unless:

- you object in writing via the messaging functionality in the Revolut app within five (5) business days of the provision of the trade confirmation or account statement; or

- we notify you of any clear and obvious error in the trade confirmation or account statement.

You cannot dispute any information in a trade confirmation or account statement which is inaccurate or incorrect if you did not check them carefully, or if you did not object in writing to any information contained in, or missing from, the trade confirmation or account statement.

We will treat any failure by you to notify us of your objection as approval by you of the trade confirmations and statements.

## 29. Misquotes and other errors

The quotes we display via the investment platform may be subject to errors, omissions, or misquotes by us or any third party provider, which are clearly obvious when taking into account market conditions, including the prevailing market price of an instrument, which existed at the time you submitted your order via the investment platform. We call this a “**manifest error**” that you should also have recognised as such in good faith. If a transaction is based on a manifest error, regardless of whether you gain from the error, or we have good grounds for believing so, we can take any of the following action:

- void the order and any resulting transaction as if it had never been accepted;
- allow the order and any resulting transaction to remain in place until closed under these terms and conditions; and
- either amend the resulting transaction, or place a new transaction, so that, in either case, its terms are the same as the transaction which would have been placed or continued if the transaction had not been based on a manifest error.

In determining whether a transaction is based on a manifest error, we will consider any relevant information including the state of the market at the time of the error, prevailing market price of such an instrument, or any error in, or lack of clarity of, the market data we receive from third party providers upon which we based our quote.

We will do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but, if this is not practicable to do, we will tell you as soon as reasonably possible afterwards. If you believe that a transaction is based on a manifest error, then you must tell us immediately.

If we find that a transaction is based on a manifest error and we take any action mentioned above, any sale proceeds arising from the closure of the transaction or any open position resulting from it will be due and payable to us without delay.

We are not responsible to you for any losses you suffer as a result of a transaction based on a manifest error other than as a result of our fraud, wilful act, or gross negligence.

### 30. Market disruption and exceptional events

There may be times when certain market events disrupt your ability to enter into transactions via the investment platform. We call these events “**market disruption events**”. A market disruption event includes any of the following:

- the instrument you own or the underlying market on which the instrument trades is the target of a takeover offer, or a merger offer, or an insolvency event occurs in relation to the issuer of such instrument, or such issuer becomes subject to bail-in or similar actions taken by governmental, banking, or other regulatory authorities;
- trading of the instrument is suspended or limited for any reason whatsoever including, but not limited to, movements in the price of the instrument which exceed the limits set by the relevant underlying market or exchange, or trading in the instrument is restricted by the addition of special or unusual terms by the relevant underlying market or exchange;
- a transaction you have entered into in relation to any instrument via the investment platform is cancelled or suspended by the relevant underlying market or exchange;
- an unusual movement in the level of, or an unusual loss of liquidity in respect of, the instrument; or
- any other event which we have good grounds to believe has led to a market disruption event in respect of the instrument.

If we determine that a market disruption event has occurred on any day the underlying market or exchange on which the instrument trades is scheduled to be open for its regular trading session, then we will treat this day as a “**market disruption day**”.

In addition, whilst we will do as much as reasonably possible to make sure that the investment platform and investment services are not interrupted and are available to you on a continuous basis, there may be unusual or emergency market conditions

beyond our reasonable control which may prevent us from meeting our obligations under these terms and conditions. We call these "**exceptional events**".

An exceptional event includes any of the following:

- any act, event, or occurrence (including, but not limited to, any strike, fire, riot or civil commotion, natural disaster, epidemic, pandemic or public health emergency of a national or international concern, act of terrorism, war, industrial action, acts and regulations of any governmental or supranational bodies or authorities) that we have good grounds to believe prevents us from performing, or otherwise delays our performance of, any or all of our obligations under these terms and conditions;
- the suspension or closure of any underlying market or exchange or the failure of any event on which we base, or to which we in any way relate, our quote;
- any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;
- the failure of the third party broker or distributor for any reason to perform its obligations which is outside of our reasonable control;
- the failure of any market or exchange for any reason to perform its obligations; or
- the nationalisation of any underlying market or exchange on which an instrument trades by a government.

If a market disruption day or an exceptional event has occurred, or if we have good grounds for believing so, we can take any of the following action:

- suspend, limit or restrict the availability of orders in instruments that you may submit via the investment platform;
- treat any or all transactions that are then outstanding as having been cancelled and terminated;
- suspend or change the application of these terms and conditions if an exceptional event makes it impossible or impracticable for us to meet our obligations under these terms and conditions;
- remove or temporarily suspend the instruments that can be traded on the investment platform; and
- close out, replace or reverse any or all transactions, or take any other action as we consider necessary or appropriate.

We will do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but if this is not practicable to do so we will tell you as soon

as reasonably possible afterwards.

We will not be responsible for any losses you suffer if an exceptional event occurs or as a result of any actions we take or fail to take if a market disruption event occurs, and during any period from the moment of such occurrence, other than as a result of our fraud, wilful act, or gross negligence.

## 31. Breach events

If you fail to meet one or more of your obligations to us under these terms and conditions, we call this a “**breach event**”. A breach event includes any of the following:

- you have broken these terms and conditions, or our general terms of service related to your Revolut current account, in a serious or persistent way and you have not put the matter right within a reasonable time of us asking you to;
- we have good grounds to believe that you are behaving fraudulently or otherwise criminally;
- you have not given us, or someone acting on our behalf, any information we need, or we have grounds to believe that information you have provided is incorrect or not true;
- you are resident in a country where the provision of investment services under these terms and conditions would be contrary to applicable law or regulation;
- an insolvency event occurs in relation to you;
- we have information that your use of the Revolut app is harmful to us or our software, systems, or hardware;
- any representation or warranty given by you under these terms and conditions is or becomes untrue in any way;
- we have asked you to repay money you owe us, and you have not done so within a reasonable period of time;
- we have good reason to believe that your further use of your investment account could damage our reputation or goodwill;
- we are required to do so under any law, regulation, court order, or ombudsman's instructions;
- you trade in foreign currencies in a speculative manner (that is, to take advantage of any expected rise or fall in the value of a currency) or to take advantage of discrepancies in the foreign exchange market; or

- any other circumstances where we reasonably determine that it is necessary to take any action set out in this section.

If a breach event occurs, or if we have good grounds for believing so, we can take any of the following actions:

- close all or any of your open positions at the then current quote or, where applicable, at the next applicable valuation price for the relevant instrument;
- cancel all or any of your orders;
- require you to close all or any of your open positions by a particular date;
- refuse to accept any orders which may lead to you holding new open positions;
- suspend your investment account on a temporary or permanent basis; and
- terminate the agreement and close your investment account with immediate effect.

If an insolvency event occurs in relation to you, we will be deemed to have taken action under this section immediately before the insolvency event occurred. We will not be responsible for any losses you suffer that result from the occurrence of a breach event and any actions we take according to these terms and conditions in relation to the breach events.

Following the occurrence of a breach event in relation to you, we may set a date (we call this the "**liquidation date**") on which: (a) we will close all of your open positions at the then current quote or, where applicable, at the next applicable valuation price for the relevant instruments you hold; (b) we will calculate all amounts due or owing to or from you in respect of any transactions or obligations that have not been settled and treat all fees and charges immediately payable to us as a positive amount and all profits arising from the closure of your open positions as a negative amount and add up all amounts to produce a single amount in US Dollars ("**USD**"), Euro ("**EUR**"), or Sterling ("**GBP**") (we call this the "**liquidation amount**"); (c) the liquidation amount in respect of your instruments, except for Private Market Funds, will be paid by the close of business on the next business day following the termination of the agreement and closure of your investment account. In relation to Private Market Funds, the liquidation and settlement takes longer, as detailed in the Private Markets Schedule below. Therefore, the agreement and your investment account may be terminated before the settlement of the redemption of your Private Market Funds, meaning these sale proceeds will not be paid automatically. We will provide you with an indicative date in the Revolut app for when the sale proceeds will settle.

Any proceeds arising from the sale or liquidation of your instruments will be credited to your Revolut current account. Should you close your Revolut current account before your Private Market Funds have been liquidated, you will need to contact us via the messaging functionality in the Revolut app or by emailing us at [support@revolut.com](mailto:support@revolut.com) to have the funds transferred to an external account held in your own name. See Section 33 (Termination and investment account closure) below for more details on the closing of Private Market Fund positions.

## 32. Suspension of the investment platform and investment services

In addition to any other actions that we may take under these terms and conditions or applicable laws and regulations, we can suspend access to your investment account or provision of one or more investment services to you immediately if:

- we have good reason to believe that a breach event has occurred in relation to you;
- we have good reason to believe that a breach event has occurred, but we decide that it is reasonably necessary to investigate circumstances with a view to confirming this; and
- we are unable to provide access to the investment platform and investment services due to any defect in or failure of any network, communication, or computer systems owned or operated by us or any third parties.

If we have suspended access to your investment account pending investigation, we will try to finish our investigation within five (5) business days. Once we have finished our investigation, we will let you know whether you may resume trading or whether we will take any further action under these terms and conditions.

Any suspension of access to your investment account will not affect any of your or our obligations that may have already been incurred prior to the suspension.

We will not be responsible for any losses you suffer if we suspend access to your investment account other than as a result of our fraud, wilful act, or gross negligence.

## 33. Termination and investment account closure

You can close your investment account, and so end the agreement with us, at any time by giving us at least thirty (30) calendar days' written notice. We call this a "termination notice". You can do this through the Revolut app, by writing to us at our registered address, or by emailing us at [feedback@revolut.com](mailto:feedback@revolut.com).

On the other hand, we can give termination notice, and so end the agreement, in the following ways:

- by giving thirty (30) calendar days' written notice to you at any time; or
- immediately on written notice to you if, for a period of six (6) months or more, there has not been any activity in your investment account, your investment account does not contain any instruments and there is a zero cash balance in it;
- immediately on written notice to you, if a breach event occurs under section 31 (Breach event);
- immediately on written notice to you, if an exceptional event occurs under section 30 (Market disruption and exceptional events); and
- immediately on written notice to you, if market abuse has occurred, or you have used an abusive trading strategy, or we have good grounds for believing so, under section 36 (Market abuse and abusive trading strategies).

Where you or we give termination notice, any obligations that may have already been incurred prior to the date on which termination notice is given will remain unaffected.

Before the agreement is terminated and your investment account is closed, you must submit sell orders in respect of any instrument you hold as soon as possible and within twenty-one (21) calendar days of the date on which termination notice is given. Any fees and charges run up on your investment account before it is closed will still need to be paid by you. You will not be able to submit any new orders or enter into any new transactions via the investment platform or give any other instruction, other than those which are necessary to close any open position before the termination notice was given. Your investment account will be closed once all open positions are closed and you have no other obligations to us. If you have not closed all open positions within the period of twenty-one (21) calendar days' notice, we can take all or any of the actions mentioned in this section of these terms and conditions.

With the exception of Private Market Funds, your investment account will be closed once all open positions are closed and you have no other obligations to us. However, because the redemption and settlement of Private Market Funds takes longer, your agreement and investment account may be terminated before the settlement of the redemption of Private Market Funds. We will provide you with an indicative date in the Revolut app for when these sale proceeds will settle. However, please be aware that the settlement of Private Market Funds may be delayed, so the indicative date shown in the app is subject to changes. See the Private Markets Schedule for more details.

Please note that upon termination (whether initiated by you or us), a redemption order for your Private Market Funds will be placed at the earliest available opportunity. Consequently, positions in a soft lock-up period will be subject to an early redemption fee, and positions in a hard lock-up period will only execute once they become unlocked, as detailed in the Private Market Funds Schedule.

Any proceeds arising from the sale or liquidation of your instruments will be credited to your Revolut current account. Should you close your Revolut current account before your Private Market Funds have been liquidated, you will need to contact us via the messaging functionality in the Revolut app or by emailing us at [support@revolut.com](mailto:support@revolut.com) to have the funds transferred to an external account held in your own name.

If you request to close your investment account while dividend or coupon (interest) payments or other cash distributions on the instruments you hold are pending, we will inform you of any such distributions at the time you initiate the investment account closure. You may choose to suspend your investment account until the funds are distributed, after which it will be closed, or proceed with the investment account closure, agreeing that any pending cash distributions will be donated to a charity of our choice.

Where we give termination notice we will:

- close out or cancel any or all of your open positions without notice to you on the basis of the then current quote for the instrument displayed via the investment platform or, where the underlying market or exchange is closed, at the next available price on the opening of the underlying market or exchange, or, where applicable, at the next applicable valuation price, or as required under applicable law; and
- be entitled to receive from you all fees, costs, charges, expenses, and liabilities accrued or incurred by you up to the date that termination notice was given.

We or the third party broker might not be able to execute a sell order for certain illiquid securities you hold, if these securities do not have an active secondary market or it is difficult to trade them over the counter (i.e., outside the market or exchange) for a prolonged period of time ("**non-tradable securities**"). If you have open positions in non-tradable securities at the time your investment account is closed, you agree that we may transfer these open positions out of your investment account so that it may be closed. For three years following the closure of your account, you can contact

us via messaging functionality in the Revolut app or emailing us at [support@revolut.com](mailto:support@revolut.com) to request proceeds from the sale of these securities (if any), should they become tradable and can be liquidated.

The following rights and obligations under these terms and conditions will continue to apply to you after the agreement is ended and your investment account is closed:

- any indemnity that you give to us under section 35 (Indemnity);
- your confidentiality obligations under section 42 (Confidentiality);
- the representations and warranties that you give to us under section 11 (Representations);
- any exclusion of our liability under section 34 (Limitation of liability); and
- any other rights or obligations you have which arise before the agreement is ended and your investment account is closed.

Any action we take under this section will not affect any other right of action we have under these terms and conditions or under applicable law.

Once the agreement has been terminated, your investment account will be closed, and you will no longer have access to the investment platform or receive investment services from us.

## 34. Limitation of liability

In the event we fail to meet our obligations under the agreement, we will be responsible for any losses that we could have foreseen at the time we entered into the agreement, or for losses that result from our fraud, wilful act, or gross negligence.

However, we will not be responsible to you for any losses you suffer as a result of any action we take or fail to take in providing the investment platform and investment services or otherwise resulting from the activities to which these terms and conditions do not apply, other than as a result of our fraud, wilful act, or gross negligence.

In particular, we will not be responsible for any losses you suffer as a result of:

- your access to or use of, or any inability to access or use, the investment platform;
- any negative tax implications of entering into a transaction via the investment platform;

- any delay or change in market conditions before an order is executed;
- any action that a third party takes or fails to take, including the third party broker or distributor;
- any information or services provided by third parties;
- any exceptional event;
- any manifest error;
- any market disruption event;
- your inability to communicate with us for any reason; and
- the unauthorised access by any person to the investment platform.

We will not be responsible for any losses you suffer resulting from your failure to limit such losses, including, but not limited to, your failure to do anything which would prevent potential losses, or that would reduce existing losses known or foreseeable by you, or that would have been known or foreseeable had you acted carefully.

## 35. Indemnity

In the event you fail to meet your obligations under the agreement, you will be responsible for paying in full any foreseeable losses we suffer as a result of your action. We call this an "indemnity". You will indemnify us and keep us indemnified against any and all losses which we may suffer directly or indirectly as a result of:

- any failure by you to perform any of your obligations under these terms and conditions;
- any breach of the representations and warranties made to us under these terms and conditions;
- any order you submit or any transaction you enter into via the investment platform in breach of any applicable market abuse regulation;
- any order you submit or any transaction you enter into via the investment platform which otherwise breaches any applicable law or regulation; and
- any act or fraud by you or by any person obtaining access to the investment platform through you, whether or not you authorised such access.

You will also indemnify and hold us harmless for and against all reasonable out-of-pocket expenses, including legal fees, administrative costs and expenses, we suffer as

a result of any action we take under these terms and conditions, including any legal or investigatory action we take against you.

You will not be responsible for paying in full any foreseeable losses we suffer as a result of your action if this would mean that we are compensated twice for the same loss. We will try to keep our losses to a minimum.

## 36. Market abuse and abusive trading strategies

When you submit an order in an instrument via the investment platform, the transaction arising from that order can have an impact on the underlying market or exchange for that instrument and on the quote for that instrument, which creates a possibility of what is known as "**market abuse**".

By entering the agreement, you represent and warrant to us that:

- you will not submit or enter into, and have not submitted or entered into, an order or transaction in connection with any instrument which is available to trade via the investment platform: (i) a placing, issue, distribution, or other similar event; (ii) a takeover, merger, or other similar event; or (iii) any corporate finance activity;
- you will not enter, and have not entered, into a transaction that breaches any applicable law or regulation against insider dealing or market manipulation;
- you will be treated as dealing in securities within the meaning of applicable law each time you submit an order in an instrument or enter into a transaction via the investment platform; and
- you will not submit or enter, and have not submitted or entered into, an order or a transaction via the investment platform in circumstances which may be regarded as market abuse, including any order or transaction which, if we, when acting as principal, or the third party broker chooses to hedge (whether in part or in whole) its exposure to you in relation to that order or transaction, may be regarded as market abuse.

Each representation and warranty you give above will be deemed repeated each time you submit an order in an instrument or enter into a transaction via the investment platform.

You cannot use any electronic device, software, algorithm, server or any other strategy which exploits, manipulates or takes unfair advantage of the investment

platform and investment services, or otherwise act in an unfair manner. We call each of these strategies an “**abusive trading strategy**”.

An abusive trading strategy includes, but is not limited to, the following:

- exploiting a fault, loophole or error in our software or systems;
- submitting orders or entering into transactions in order to exploit an erroneous quote displayed via the investment platform;
- using a trading strategy designed to return profits by taking advantage of delayed quotes or through high volumes of transactions;
- targeting tick fluctuations rather than movements reflecting the correct underlying prices;
- reverse engineering or avoiding security measures in the Revolut app, website or investment platform; or
- using artificial intelligence, ultra-high speed, or mass data entry to manipulate, game, abuse, or give you an unfair advantage on the investment platform and investment services.

If any representation and warranty you give above is or becomes incorrect or untrue in anyway, or if you use an abusive trading strategy to submit orders via the investment platform, or we have good grounds for believing either of these, we can take any of the following actions:

- cancel all or any of your orders or transactions;
- treat all your transactions as void if they are transactions which generated profit, unless and until you produce conclusive evidence within thirty (30) calendar days of our request that you have not in fact committed any breach of these terms and conditions;
- close all or any transactions or any resulting open positions;
- amend the transaction, or place a new transaction, so that, in either case, its terms are the same as the transaction which would have been placed or continued if there had been no market abuse;
- enforce the transaction against you if it is a transaction under which you have incurred a loss;
- withhold any profits deriving from the closure of the transaction or any open position resulting from it if we have good grounds for believing that they are related to market abuse; and

- terminate the agreement and close your investment account with immediate effect.

Any action we take under this section will not affect any other right of action we have under these terms and conditions or under applicable law.

We are entitled, and in some cases required, to report to our regulator the details of any order you submit or any transactions you enter into via the investment platform. You may also have to make appropriate disclosures in connection with such orders or transactions and you confirm that you will do so where so required.

### 37. Regulatory reporting

We may be required by applicable law to make information and data regarding certain transactions you enter into via the investment platform public ("**trade reporting**") or to disclose all information and data regarding the transactions you enter into via the investment platform to our regulator ("**transaction reporting**"). By entering into the agreement, you understand that any and all proprietary rights in such transaction information and data are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.

To enable us to comply with our obligations under applicable law, you must promptly deliver to us transaction data and any other information that we may request from you to enable us to complete and submit transaction reports to our regulator.

Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires us to disclose to an issuer of US listed shares, upon its request, the names, addresses, and open positions of our customers who are beneficial owners of the issuer's securities held by us in nominee name. The issuer would then be permitted to use your name and other related information for corporation communication only.

### 38. Order payment

Before you submit an order to buy an instrument via the investment platform, you must ensure that you have sufficient available funds in your investment account in the currency in which the instrument is traded to pay for your order.

If the amount of available funds in your investment account is insufficient to cover the full cost of your order, you must transfer funds from your nominated account to your

investment account or change funds held in your investment account in required currency.

If you want to add funds in your investment account in a different currency, funds will be converted to the relevant currency based on your instructions to your Revolut account offering entity which uses the Revolut exchange rate (as explained in the [Personal Terms](#)) applicable at the time.

You may add money to your investment account directly from your Revolut nominated account. When using the Revolut Invest app, you may also add money to, and withdraw money from, your investment account by using a debit or credit card in your name and registered with the Revolut account offering entity, or via bank transfer. When adding money via bank transfer, it must be from an account opened in your name, and you need to use the account details stated in the Revolut Invest app. Make sure you follow the instructions in the Revolut Invest app carefully to avoid any delays.

When using an external account to add money to your investment account, whether using a debit or credit card or via bank transfer, money will be first transferred from the external account to your Revolut current account and only then transferred to your investment account. Same applies when you are withdrawing money to your external account. Payments through (that is, into or out of) your Revolut current account will be governed by the [Personal Terms](#) of the Revolut account offering entity.

Your Revolut account offering entity may apply fees when adding money to your investment account from the external account. If you use an external account to add money to your investment account in another currency, the currency conversion may be carried out by the Revolut account offering entity, your bank or card provider before it is transferred to us, therefore you may be charged a fee for that.

After the funds are transferred to your investment account, we provide you with currency exchange services within your investment account. You may instruct us to exchange funds denominated in one currency to another currency available via the investment platform. The currencies available for exchange are indicated in the investment platform and might change. We reserve the right to limit the value of currency exchange you can carry out at any one time or over a period of time.

Whenever you exchange currencies within the investment account, we use our variable exchange rate. As our exchange rate constantly changes, you will be able to see the live exchange rate in the Revolut app. Once we have converted a currency

within your investment account, your transaction history in the investment platform will show the exchange rate we used too.

As our exchange rate constantly varies, the rate may change between the time that you instructed us to exchange currency and the time we actually carry out the conversion. This means that, if you ask us to exchange currency, you may receive a little more or less back than what you had expected. We are not responsible if you lose any money as a result of converting currency. This will not be the case if your losses occur as a result of our fraud, wilful act, or gross negligence.

When you set up a recurring buy order (or an Investment plan), you may select an automated top-up feature. We call this feature “**auto top-up**”. By selecting the auto top-up, you give us permission to instruct your Revolut account offering entity to transfer funds from your Revolut current account to your investment account so as to effect payment of your recurring buy order if your investment account does not have enough funds to place such an order. You also give permission for the relevant Revolut account offering entity to debit your Revolut current account in accordance with the instructions received from us. The transfer of funds will be based on the indicative price of the instrument and the relevant fees at the time you submitted your recurring buy order, and not on the indicative price and relevant fees at the time your recurring buy order was confirmed by us.

When you submit an order to buy an instrument via the investment platform, the indicative amount you are required to pay in relation to that order will be withheld in the client money account immediately on submission of the order. The exact amount will then be payable once the order is executed. All orders you submit via the investment platform to buy or sell an instrument and all transactions arising from such orders will be executed and settled in USD, EUR, or GBP. The value of any open positions and the total amount of available funds will be displayed in USD, EUR, or GBP in your investment account.

## 39. Costs and charges

This section applies to **natural persons** only. When you enter into a transaction in relation to shares in publicly listed companies and ETPs we will charge you a commission for each transaction which exceeds the number of commission-free transactions available under your subscription plan (one of Standard, Plus, Premium, Metal, or Ultra). We call this your “**plan limit**”.

For the avoidance of doubt, whenever we refer to commission-free transactions, free transactions or free trades in relation to your plan limit, we mean both executed transactions and orders submitted but not executed during your plan's billing cycle. Please remember that commission-free transactions granted under your paid plan will not be carried over to a subsequent billing cycle.

Please remember that commission-free transactions granted under your paid plan will not be carried over to a subsequent billing cycle.

You will be charged commission in respect of an executed order. Any fees charged in connection with any transaction arising from such an order will be debited from your investment account once your order has been executed. Certain instruments which are available to trade via the investment platform, such as ETPs, MMFs and ELTIFs, may have additional instrument-related charges, such as a management fee, performance fee, entry or exit fees that may affect the returns on your investment. Please make sure you review the KID and prospectus for the relevant instrument or our [Ex-Ante Costs and Charges Disclosure](#) prior to entering into a transaction via the investment platform.

We do not charge an additional fee for executing currency conversions within your investment account. All currency conversions take place outside your investment account and are executed by your Revolut account offering entity. Therefore, you may still incur standard fair usage and weekend exchange fees based on your Revolut subscription plan. You can find full details in the relevant [Ex-ante Costs and Charges Disclosure](#).

Further details on the commission or any other fees and how they are charged are provided in our Fee Schedule at the end of these terms and conditions and via the investment platform.

## 40. Tax matters

You should be aware that various tax regimes may apply to your trading in instruments depending on your tax status and the rules and regulations in force from time to time. You are solely responsible for payment of all taxes due and for the making of all related claims whether for exemption from withholding taxes or otherwise, for filing any and all tax returns, and for providing any relevant tax authorities with all necessary information in relation to any instruments you purchase or sell via the investment platform and, specifically for MMFs, also in relation to any returns received via the Revolut app. You should seek independent advice if you have

any questions in this respect. We do not provide tax advice and nothing in these terms and conditions should be considered as such advice.

For all instruments we may make and, specifically for MMFs, you may instruct us to make, any tax deduction or withholding from any profits credited to your investment account or, specifically for MMFs, your nominated account that we are required to make by applicable law, and any payment required in connection with that tax deduction or withholding, and we will not be required to increase any payment in respect of such deduction or withholding make or otherwise compensate you for that deduction or withholding.

For certain jurisdictions we may have delegated the responsibility to process tax deductions or withholdings to the fund manager to ensure compliance with applicable law.

## 41. Personal information and data privacy

This section applies to **natural persons** only. To provide the investment platform and investment services under the agreement, we need to collect information about you. Under data protection laws, we are a 'data controller' of your personal information. For more information about how we use your personal information, see our [Customer Privacy Notice](#).

By entering into the agreement, you give us permission to collect, use, process, and disclose your personal information, including your name, contact details, and account details, for the purpose of providing our services to you in accordance with our Customer Privacy Notice, which does not affect any rights and obligations you or we have under data protection laws. This may include transferring your personal information outside the European Economic Area (or outside of Switzerland, if you are **Swiss** resident). Where this occurs, we will do as much as reasonably possible to make sure that your personal information is handled securely and in line with our Customer Privacy Notice and data protection laws.

You can withdraw your permission by closing your investment account, which will end the agreement between you and us. If you do this, we will stop using your information for the purpose of providing the investment platform and investment services, but we may need to keep your information for other legal reasons.

If you would like more information about how Revolut Securities collects, uses, processes, and discloses your personal information, please contact us through the

Revolut app or by sending an email to [dpo@revolut.com](mailto:dpo@revolut.com).

## 42. Confidentiality

By entering into the agreement, you give us permission to disclose to other entities within the Revolut group, including Revolut Bank UAB and Revolut Ltd, the following information:

- the fact that you are our customer;
- the services we provide to you;
- your investment account number;
- your investment account balance(s);
- operations performed or being performed on your behalf;
- your debt obligations to us;
- circumstances of providing the investment services to you;
- conditions of any agreement between Revolut Securities and you;
- your financial situation and assets;
- other commercial information you have provided to us when opening your investment account; and
- your activities, plans, debt obligations, or transactions with other persons.

The above information would be disclosed in case it is necessary for the performance of financial accounting, audit, risk assessment, or when we use common information systems or technical equipment (servers), or when it is necessary for the provision of services.

All of the above we call a “**client secret**”, which we have to protect as required by applicable laws.

By entering into the agreement, you understand and confirm that in case you have not changed your preferences in the Revolut app, other Revolut users having you in their contact list will be aware of the fact that you are our customer. You can change your preferences at any time.

## 43. Complaints

We always do our best, but we realise that things sometimes go wrong. If you have a complaint related to the investment platform or our investment services, in the first instance you should contact us via the messaging functionality in the Revolut app.

If you prefer, you can make your complaint in accordance with our [Complaints Handling Policy](#), which forms part of our agreement.

If you are an eligible complainant and are dissatisfied with how we have dealt with your complaint, you can, within twelve (12) months of the date you sent us a complaint, refer it to the BoL. The BoL may be contacted at:

Address: Totorių g. 4, 01121, Vilnius, Lithuania

Phone: +370 800 50 500 or +370 5 251 2763 (when calling from outside Lithuania)

Email: [prieziura@lb.lt](mailto:prieziura@lb.lt)

You can find out more information about the handling of your complaints by the BoL on their [website](#).

If you are an eligible complainant residing in **Switzerland**, you can file a complaint with a Swiss ombudsman service. In order to comply with the rules and regulations currently in force in Switzerland, we have been registered with Finanzombudsstelle Schweiz ("**FINOS**"). FINOS is recognised by the Swiss Federal Department of Finance as an ombudsman service. With this affiliation, we intend to offer you a mediation procedure to handle complaints with the involvement of FINOS. If you have become our client and meet the access requirements set out in FINOS's rules of procedure, you may address your complaint to FINOS in cases where you have submitted a complaint to us and you consider that the complaint has not been satisfactorily resolved by us. Further information about FINOS can be found on their [website](#) and the rules of procedure, including FINOS's terms of access, can be found [here](#). You hereby agree that the language in all mediation proceedings before FINOS is English. Further information can be found on the FINOS website. You can also contact FINOS via the email address ([info@finos.ch](mailto:info@finos.ch)), the telephone number (+41-44 552 08 00) and the address (Talstrasse 20 CH-8001 Zurich, Switzerland).

## 44. Bereavement

This section applies to **natural persons** only. In the event of your death, your legal personal representatives must provide us with formal notice in the form of an original death certificate or a copy certified by a solicitor, notary, or another regulated professional person. Once this formal notice has been received by us, we will suspend your investment account.

The value of your open positions, and any available funds in your investment account, may form part of your estate. If your personal representatives require funds to be withdrawn from your investment account, we will allow the requested funds to be withdrawn from your investment account. However, any such request must be in writing and supported by the relevant legal documentation including, but not limited to, a will which shall be accompanied by a grant of probate document or a registered power of attorney. We will not provide investment, financial, legal, tax, regulatory, or any other advice to the executor of your will or administrator of your estate.

We will not be responsible for any losses resulting from any change in the value of your open positions whilst we await instructions from any of your legal personal representatives other than as a result of our fraud, wilful act, or gross negligence.

The agreement will continue in effect and any applicable charges will continue to be charged after your death, until such time as your investment account is closed and the agreement is ended.

## 45. Variation and amendments

We may from time to time by written notice to you amend or replace any section or part of these terms and conditions or any other document forming the agreement in whole or in part to:

- make them clearer or more favourable to you;
- correct a mistake or oversight;
- comply with or reflect a change in applicable law, regulation, or code of practice;
- reflect a change in market conditions;
- provide for the introduction of new systems, service procedures, processes, changes in technology, products and services;
- introduce new instruments and services; and
- remove an existing product or service.

An amendment or replacement of any section or part of these terms and conditions, or any other document forming the agreement, to make them clearer or more favourable to you, reflect a change of applicable law, introduce new instruments and services, or to correct a mistake or oversight, may take effect immediately.

Any other amendment or replacement 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.

If you give us written notice that you object, then the change(s) will not be binding on you, but we may require you to close your investment account as soon as possible and restrict you to only submitting orders in instruments to close your open positions.

If you do not give us written notice that you object, then you will be deemed to have accepted the relevant change(s).

Amendments to these terms and conditions or any other document forming the agreement will not be valid and binding unless they are agreed with us in writing.

## 46. Right to transfer

We may, at any time, transfer any or all of our rights or obligations under the agreement without your consent, provided that we have given you at least fourteen (14) business days' written notice to that effect. When we transfer rights and obligations, we call this a "**novation**". When we only transfer rights, we call this an "**assignment**".

In case any or all of our rights and obligations are transferred under this agreement to another person, you give us permission to transfer any client money and instruments held in your investment account to that person, or to someone nominated by that person. We will only transfer client money and instruments held in your investment account to another person who either will hold them under the LMFI and BoL rules or on whom we have exercised all due skill, care and diligence in assessing whether that person will apply adequate measures to protect the client money and instruments held in your investment account. Where we intend to do this, we will give you fourteen (14) business days' written notice and, following any such transfer, the relevant successor will provide you the new terms of business that apply to the protection of client money and instruments held in your investment account, including the relevant compensation scheme arrangements that may apply.

If you do not want client money and instruments held in your investment account to be transferred under the agreement, you are entitled to close your investment account and end the agreement under section 33 (Termination and investment account closure).

You cannot in any way assign or transfer your rights, obligations, or interests under the agreement or in any transaction or money or instruments held for you in any way.

## 47. No waiver

If a breach event occurs in relation to you and we do not enforce our rights under these terms and conditions, or we delay enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

## 48. Disclaimer of warranties

The investment platform, investment services, Revolut app, and any information we provide to you, are provided on an 'as is' and 'as available' basis, and we cannot guarantee that they will be without interruption, error free, meet your individual requirements, or be compatible with your hardware or software, other than as set out in these terms and conditions.

## 49. Governing law and taking legal action

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

## 50. Intellectual property

You acknowledge that all the intellectual property in our products including, but not limited to, the Revolut logo and the content in the Revolut app, the Revolut Invest app, the Revolut website, and the Terminal, is owned by our parent company, Revolut Ltd, a company incorporated in England and Wales with company number 08804411, whose registered office is at 30 South Colonnade, London, United Kingdom, E14 5HX. This intellectual property is used by us and other Revolut group companies. You must not use this intellectual property as your own, except to enjoy our investment platform and investment services, and you should not take any action that would violate or otherwise detrimentally affect our intellectual property rights or those of Revolut Ltd. You also must not reverse-engineer (meaning reproduce after a detailed examination of construction or composition), decompile, copy, modify, or create derivative work based on any of our products.

# Fee Schedule

This schedule applies to natural persons only. The commission that you may have to pay to us in connection with your orders depends on the type of instrument you intend to trade, the nature of your plan limit, and the currency of the country you live in. We call this the "base currency".

## Bonds

Regardless of your plan limit, if you enter into a transaction in relation to bonds available via the investment platform, you will pay a variable fee on each transaction which will be the greater of 0.25% of the order amount or the minimum countryspecific fee set out below, or 0.12% of the order amount if you are a Trading Pro customer who has accepted the [Trading Pro Terms and Conditions](#). This practically means that no commission-free transactions in relation to bonds transactions will be available.

## Publicly listed shares and ETPs

If you enter into a transaction in relation to shares in publicly listed companies or ETPs, you will get a specific number of commission-free transactions per month based on your plan limit. The start and reset dates of the monthly allowance correspond to your subscription plan's billing cycle.

To avoid any ambiguity, when we refer to commission-free trades, free trades, or free operations in relation to your plan limit, we mean both executed trades and orders submitted but not executed during your plan's billing cycle. Please note that commission-free trades granted as part of your paid plan will not roll over to the next billing cycle.

The table below provides a breakdown of what is or is not included in your plan allowance regarding trades on listed shares and ETPs:

| Account type | Plan limit                                                                                                           |
|--------------|----------------------------------------------------------------------------------------------------------------------|
| Standard     | 1 free transaction in listed shares or ETPs per month and then an applicable commission per transaction thereafter.  |
| Plus         | 3 free transactions in listed shares or ETPs per month and then an applicable commission per transaction thereafter. |

| Account type    | Plan limit                                                                                                            |
|-----------------|-----------------------------------------------------------------------------------------------------------------------|
| Premium         | 5 free transactions in listed shares or ETPs per month and then an applicable commission per transaction thereafter.  |
| Metal and Ultra | 10 free transactions in listed shares or ETPs per month and then an applicable commission per transaction thereafter. |

Once your plan limit has been exceeded, you will then pay variable fees on each trade of listed shares and ETPs. These variable fees for listed shares and ETPs will be the higher of 0.25% (if you are a Standard, Plus, Premium, or Metal user) or 0.12% (if you are an Ultra user) of the order amount, or the country-specific minimum fees indicated below, or 0.12% of the order amount if you are a Trading Pro customer.

Minimum country-specific fee is not applicable to recurring buy orders in relation to ETPs and you'll be charged only the variable fee of 0.25% or 0.12% (depending on your subscription plan) based on the order amount.

We collectively call the variable fee or the minimum country-specific fee, whichever is applicable, payable for shares, ETPs and bonds or other debt instruments transactions, the "commission." We will display the indicative commission amount on the investment platform before you place the order, based on the available quote for the instrument concerned. However, the commission will be charged at the time of your order execution, according to the execution price of the instrument. In practical terms, this means you could pay more or less in fees, as the quote for the instrument changes between the time you place the order and the time it is executed. Commission fees will be charged in USD or EUR, depending on the instrument you wish to trade, at the exchange rate in effect when the order is received.

For certain eligible ETPs within our Investment plan feature, you can place a buy order (one-time purchase or recurring buy) and you will not be charged a commission, even if such order exceeds your monthly plan limit. You may be subject to other fees and charges, such as instrument-related fees and expenses charged by the fund manager, as indicated in the KID (Key Information Document) or the prospectus.

The minimum country-specific fees is 1 EUR. Minimum country-specific fee may not apply to certain transactions for Trading Pro customers.

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## American Depositary Receipts

American Depositary Receipts (each an "**ADR**") that are available on the investment platform are normally subject to a periodic fee. This is a fee charged by the US depositary and custodian banks in connection with ADR holdings. The depositary and custodian banks collect these fees from participant brokers or ourselves (as applicable), who then pass through these fees to you. For further information on ADRs, see this [FAQ](#).

ADRs have depositary and custody fees that are levied on a regular basis. These fees are normally charged once per year, but this depends on the particular ADR. The ADR fee may be deducted from any dividend paid or from the cash balance held in your investment account.

In addition, some ADRs may be subject to dividend distribution fees, ratio change fees, and cancellation fees. ADR fees differ by ADR and are subject to change at a short notice.

Please refer to the [Ex-Ante Costs & Charges Disclosure](#) for more information on applicable ADR fees.

## Regulatory fees

Certain regulatory fees are imposed on transactions involving U.S. listed shares by regulatory bodies such as the Securities and Exchange Commission ("**SEC**") and the Financial Industry Regulatory Authority ("**FINRA**"). These fees are imposed on investment firms engaged in stock market operations.

Where applicable, the imposed fees will be charged on sell orders and withheld from your sales proceeds. A Financial Transaction Tax ("**FTT**") is levied on every purchase and sale transaction of certain financial instruments issued in certain EU Member States, such as EU listed shares. Under the FTT, a certain percentage of the asset's value, which varies depending on the EU Member State in which the instrument is issued, is paid in taxes when traded. The FTT only applies to certain financial instruments issued in specific EU countries. We will withhold or deduct the FTT from your purchase order amount or sales proceeds and pay it to the relevant tax authorities on your behalf.

Where applicable, any relevant regulatory fees imposed by any regulatory body will be passed back to you. Please read more on these fees [here](#).

Please refer to the [Ex-Ante Costs & Charges Disclosure](#) and this FAQ for more information on applicable regulatory fees.

### **Instrument transfers**

Outgoing transfers where you transfer your financial instruments from your investment account to a third party platform are subject to a fee of **\$35** per position transferred. The fee payable for the outgoing transfer will be displayed in the Revolut app before you submit the instrument transfer order.

### **Currency conversion**

We will not charge you any currency exchange fees for the currency conversion. Where possible, the exchange rate will be shown to you in the Revolut app before you make an exchange. When we charge the fees in different currencies, we or the Revolut account offering entity use the exchange rate that applies at the time. You can see the applied exchange rate in the Revolut app.

Please note that currency conversion services, which are performed before you transfer your funds to your investment account, are provided to you by your Revolut account offering entity in your nominated account. The Revolut account offering entity uses the Revolut exchange rate (as explained in the Personal Terms) and may add an exchange fee based on your subscription plan and the day of the exchange. Please see [here](#) for more information. Currency exchanges carried out in relation to adding funds to your investment account count towards your exchange fair usage limit if you are a Standard or Plus customer, but not if you are a Premium, Metal, or Ultra customer.

### **Your debts to us and available funds**

In all cases, when you do not have available funds in your investment account to cover the debt you owe to us, which arises from our provision of investment services to you, we will deduct the amount from your Revolut current account. In case there are no available funds in your Revolut current account, then we may liquidate some or all of your instruments to cover the amount you owe to us. You must take into consideration that selling part or all of your instruments might raise tax implications for you.

By agreeing to and accepting these terms and conditions, you agree that we may, and you give us permission to, instruct your Revolut account offering entity to deduct any amount you owe to us from your Revolut current account in case you do not have available funds in your investment account.

### **Other Revolut products**

Fees and charges applicable to other investment products offered by us can be found in the respective terms and conditions of these products and in the [Ex-Ante Costs & Charges Disclosure](#).

## Flexible Cash Funds Schedule

This Schedule applies to you if you invest in our Flexible Cash Funds (previously also referred to as Flexible Account). This Schedule prevails over the preceding provisions in the terms and conditions in respect of any inconsistency.

### 1. Introduction to the Flexible Cash Funds product

The Flexible Cash Funds is an investment product. This product allows you to invest in Fidelity Institutional Liquidity Fund plc, an investment company organised in the form of an umbrella fund, which consists of multiple sub-funds. Each of these sub-funds is known as a “**Fund**” and, collectively, they are known as “**Funds**”. Each Fund has its own investment strategy and objective, it has segregated liability and represents a separate portfolio of assets.

You can invest in any or all of the Funds that we may make available to you via the Revolut app by purchasing a share in a Fund, which represents your participation in and your associated right(s) in respect of the capital of the Fund to which your order relates. You may find more detailed information in the prospectus or supplement relating to each Fund, which contain all of the relevant information you need in order to make an informed decision about whether to invest in a Fund. Before you invest in a Fund, you must read the KID for your chosen investment. This will help you to assess whether an investment in the relevant Fund is appropriate for you or not and will include a description of the risks involved. You can access the prospectus, the KID, as well as any of the Funds’ annual and semi-annual reports via the investment platform, and request these documents for free via the messaging functionality of the Revolut app.

**By placing an order to invest in a Fund, you confirm that you have read and understood the KID that has been produced for your relevant investment.**

Although the Funds are not a guaranteed investment, and your invested amount might fluctuate up as well as down, the Funds are MMFs, which are considered to be short-term savings alternatives, giving you a place to grow your money temporarily.

The Funds we make available in the Revolut app are the Public Debt Constant Net Asset Value MMF (the “**Public Debt Fund**”) and the Low Volatility Net Asset Value MMF (the “**Low Volatility Fund**”). The Public Debt Fund allows you to purchase and sell shares at a constant price that does not change. The Low Volatility Fund seeks to maintain a stable net asset value, which means that the value of each share in the Fund remains stable even if there are market fluctuations, unless events called “**stressed market environments**” occur. Stressed market environments are declared by the Fund manager and are described in more detail in section 6 (Settlement) of this Schedule and in the prospectus of the Funds. In such events, the purchase and sale price of the shares of the Low Volatility Fund will not remain constant.

Constant and stable prices of the Funds' shares are achieved by investing in high-quality assets that are less sensitive to market volatility. We call the investment service that we provide to you in relation to the Flexible Cash Funds under these terms and conditions the “**service**”, and each sub-account of your investment account used for investing in a particular Fund the “**portfolio**”. You may have multiple portfolios for investing in the same Fund.

To set up your Flexible Cash Funds portfolio(s) and use the service you need to first have an investment account with us. If your investment account is closed, you will no longer be able to use the services under the agreement. Your nominated account is used to make and receive payments into and out of your portfolio(s). When you use the service, we will work with the Revolut account offering entity to make a payment into or out of it.

Your investments are recorded in the portfolio(s). Through your portfolio, you can place orders with us on a non-advised basis, which we may transmit to the “**Fund manager**”, including for the purposes of onward transmission by the Fund manager to a service provider to whom the Fund manager has delegated the execution of orders on your behalf. Use of your portfolio is limited to placing orders in the Funds. You cannot use your portfolio to trade in any other instruments which you may find available via the investment platform. **Any money you invest into or withdraw from your Flexible Cash Funds portfolio(s) will be treated as an instruction to buy or sell shares in the Fund of your choice.**

## 2. Orders and dealings

An order is an instruction from you to either buy or sell shares in a Fund which is made available to you via the Revolut app. By adding money into your Flexible Cash Funds portfolio(s), you instruct us to buy shares in the relevant Fund of your choice at

the valuation of the next dealing day. Similarly, if you decide to withdraw money from your portfolio, you instruct us to sell shares in the relevant Fund for the amount you wish to withdraw at the valuation of the next dealing day. You can place buy and sell orders at any point in time via the Revolut app. We will only execute orders on the same day if they are placed before the dealing cut-off time on a dealing day.

A “**dealing day**” means a day on which banks are open for normal banking business in London (excluding Saturdays and Sundays) which is also a normal banking day in the denominated currency of the Funds. In this schedule, a business day has the same meaning as that of a dealing day. The dealing cut-off time is **10:00 AM EET** (time zone in Lithuania). Orders submitted for execution after the dealing cut-off time will be automatically rolled over for execution on the next dealing day.

The Funds that we may make available to you via the Revolut app are normally priced once per dealing day. The price is based on the Net Asset Value (“**NAV**”) of the underlying holdings divided by the number of shares in issue. Dealing in such Funds takes place on a forward-pricing basis, which means that a buy or sell order is placed at the next available valuation point. For this reason, we will display the execution price after you place your order via the Revolut app. The price of a share in a Fund is not something we can control but it does determine the number of shares you will receive for your executed order. When you place an order via the Revolut app (meaning when you add money into, or withdraw from your portfolio), your order constitutes an offer to enter into a transaction with us at the valuation of the Fund on the next dealing day.

While we will do as much as reasonably possible to make sure your order is transmitted without delay to the Fund manager for execution, we are not responsible for the speed and timing of such order execution by the Fund manager.

### 3. Spare Change

You may set up our spare change feature to automatically fund a particular portfolio. We call it the “**Flexible Cash Funds spare change**” feature.

If you set up our Flexible Cash Funds spare change feature, the value of a purchase made using your Revolut debit card will be rounded depending on the currency of the transaction as follows:

- PLN and RON - rounded to the next multiple of 5
- CZK, DKK, NOK, SEK and ZAR - rounded to the next multiple of 10

- HUF and JPY - rounded to the next multiple of 100
- All other supported currencies - rounded to the next whole number

The rounded amount will be transferred to your portfolio and treated as an instruction to buy shares in the relevant Fund. We call this amount the "spare change amount". Please note that the Flexible Cash Funds spare change feature is not available for Revolut credit cards.

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 Flexible Cash Funds spare change feature, you give us permission to instruct your Revolut account offering entity to transfer the spare change amount from your Revolut current account to your chosen portfolio every time you make a Revolut debit card purchase without any further instruction from you. You also give permission for the relevant Revolut account offering entity to debit your Revolut current account in accordance with the instructions received from us. You may pause or terminate the Flexible Cash Funds spare change feature at any time.

If your portfolio is denominated in a different currency than your transaction, the spare change amount will be converted to the base currency of the relevant portfolio. Therefore, spare change amount transfers to your portfolio might be subject to the currency conversion fee applied by your Revolut account offering entity.

## 4. Return

When setting up your Flexible Cash Funds portfolio(s) with us, you may see the annual percentage yield ("**APY**") you may earn when using our service in the Revolut app, which is shown net of fees. The yield is subject to change, it is calculated daily by the Fund manager based on the performance of the Fund and is not controlled by us. The amount of yield we display in the Revolut app represents the actual return on the investments entered into on the previous dealing day before the dealing cut-off time. Past performance of the Fund is not an indication of how the Fund will perform in the future.

We may not be able to pay to your nominated account any return generated on your shares which amounts to less than EUR 0.01 or the currency equivalent depending on the Fund you have invested in. For these purposes, such amounts would constitute client money and would be safeguarded in our client money account.

Your shares in the Fund(s) will accrue return on a daily basis and you will always be able to view the return calculated for the previous dealing day in the Revolut app. Although the return is only paid out by the Fund manager once a month, we may, although are under no obligation to, make any return accrued over the course of the month available for you to withdraw. Please note, however, that the returns accrued in the course of the month will be paid out to your Revolut current account only after you sell all your shares in the relevant Fund. Until then, any instruction to withdraw funds from your Flexible Cash Funds portfolio will be deemed as an instruction to sell a relevant amount of Fund shares.

## 5. Automatic reinvestment of return

Any return not withdrawn by the end of the month is automatically reinvested into the same Fund on your behalf. We will normally reinvest any return accrued in the previous month on the second business day of the next month, in the same Fund(s) that paid the return. The minimum amount qualifying for the reinvestment of accrued return is EUR 0.01 or currency equivalent depending on the Fund you have invested in.

## 6. Settlement

We will arrange for the Revolut account offering entity to deduct from your Revolut current account all money necessary to effect payment of any order you submit via the Revolut app. Under normal market conditions, the NAV of a share in a Fund will typically remain constant. In such cases, if you submit an order to buy shares before the dealing cut off time on a dealing day, your purchase of shares will settle on the next dealing day. We call this the "**settlement day**". Settlement can only take place on a dealing day. In situations where there is a stressed market environment, the amount you have to pay for an order placed in respect of the Low Volatility Fund may change if the order is ultimately executed by the Fund manager at a price that is different to the constant NAV during normal market conditions. In such cases, although we may not require additional funds to settle your executed order on the settlement day, you may receive less shares in the relevant Fund than the amount you originally anticipated. Stressed market environments are considered an exceptional event and, similarly to temporary suspension periods, they can only be declared by the Fund manager.

Please note that your shares in the relevant Fund will only begin to accrue any return on the settlement day at the relevant daily rate. Settlement may be delayed under

stressed market environments or temporary suspension periods.

If you submit an order to sell shares in a Fund via the Revolut app and there are sale proceeds due to you from that sale, we will treat this as your instruction to us to pay the value of those proceeds to your nominated account.

If you are a **legal person**, any sale proceeds due will be credited to your Revolut current account once your order to sell the relevant shares has settled.

If you are a **natural person**, you should be aware that sales proceeds may be credited to your nominated account even if your order to sell the relevant shares may not have settled. In such case, upon receipt of a settlement confirmation from the Fund manager, we will treat your order as fully settled with the proceeds in your account considered as your final payment for the sale. However, if we credit the proceeds of sale of your shares to your nominated account but the Fund manager does not confirm the settlement of your sale order, or if the confirmed amount is less than the amount credited, you will be responsible for paying to us the difference between the amount credited to your nominated account and the amount we received from the Fund manager, if any. You agree that we may instruct the Revolut account offering entity to reverse credit with the difference between the paid out and received amounts, or alternatively we will deduct the amount from your Revolut current account. This will not be the case if the difference occurs as a result of our fraud, wilful misconduct, or gross negligence.

Under normal market conditions, sell orders are typically settled in the same way as buy orders. For example, if you place a sell order before the dealing cut-off time on a dealing day, settlement will typically occur within one (1) dealing day. However, if the Fund manager declares a stressed market environment or temporary suspension period, settlement of sale proceeds may be delayed and the value of your shares in the relevant Fund may decrease.

We will take all reasonable steps to ensure that the purchase of shares or the proceeds of sale received in settlement of the executed order are promptly and correctly delivered to your nominated account.

We will not be responsible for any losses you suffer due to the Fund manager's declaration of a stressed market environment or temporary suspension period other than as a result of our fraud, wilful misconduct, or gross negligence.

## 7. Order payment

When you invest money into the Flexible Cash Funds portfolio(s), we will arrange for the Revolut account offering entity to deduct it from your nominated account. You can only invest money into your portfolio(s) once you have selected the Fund you would like to invest in. If you put money into your portfolio, we will treat this as an instruction to place a buy order in the relevant Fund, for the full amount you have transferred at the next available opportunity.

If the currency of the Fund is different to the base currency of your nominated account, your money will be converted to the currency of the Fund, on your instruction. The costs and charges associated with the currency conversion and applicable conversion rate, as well as the currency conversion itself, are determined by the Revolut account offering entity, and will be clearly stated in the Revolut app. All orders you submit via the Revolut app to buy or sell shares in a Fund and all transactions arising from such orders will be executed and settled in the Fund's relevant currency, USD, EUR or GBP. The value of any open positions will be displayed in USD, EUR or GBP in your portfolio(s).

Any money invested into your portfolio after the dealing cut-off time on a dealing day, which is subsequently withdrawn before the next dealing day's cut-off time, will not be invested.

## 8. Withdrawals

You can withdraw money from your Flexible Cash Funds portfolio at any time via the Revolut app. When you withdraw money before the dealing cut-off time on a dealing day, we will process a sell order in the relevant Fund at the valuation of the next dealing day, for the amount you wish to receive back.

If you are a **natural person**, we may, but are under no obligation to, return some or all of the proceeds of sale instantly by transferring them to your nominated account. The balance you hold in your portfolio would be reduced by the equivalent amount of your sell order.

Like buy orders, sell orders can be executed on the same day, if they are placed before the dealing cut-off time on a dealing day.

If you are a **natural person**, when you withdraw money from your portfolio, we may, but are under no obligation to, make the proceeds available to you in your nominated account before settlement of your executed order takes place.

If you are a **legal person**, when you withdraw money from your portfolio, we will make proceeds available to your Revolut current account once we have received them as cleared funds from the Fund manager. Please note that if you withdraw money from your portfolio, the shares you hold in the Fund(s) will stop generating return on the relevant settlement day.

If you are a **natural person**, any return that is due and payable to you as a result of the difference between the settlement day and the day on which you have placed your withdrawal, would have already been added to your nominated account.

If you are a **legal person**, when you place a withdrawal order, we may, although are under no obligation to, add to your Revolut current account any return that is due and payable to you as a result of the difference between the settlement day and the day on which you have placed your withdrawal order.

In cases where we credit the interest to your Revolut current account, but we do not receive the same amount of money from the Fund manager, you will be responsible for paying to us the difference between the amount credited to your Revolut current account and the amount we received from the Fund manager, if any. You agree that we may instruct your Revolut account offering entity to reverse credit with the difference between the paid out and received amounts. This will not be the case if the difference occurs as a result of our fraud, wilful misconduct, or gross negligence.

If a stressed market environment or a temporary suspension period has been declared by the Fund manager in relation to any or all of the Funds that we make available via the Revolut app, you may be unable to withdraw the cash value of the shares in the relevant Fund, either in whole or part, or you may be asked to pay a fee in order to proceed with the withdrawal. Please see the prospectus of the relevant Fund if you would like to understand more about the declaration and effect of a stressed market environment or temporary suspension period in the Funds.

We will do as much as reasonably possible to tell you beforehand if we become aware of a stressed market environment or temporary suspension period but, if this is not practicable, we will tell you as soon as reasonably possible afterwards.

We will not be responsible for any losses you suffer if a stressed market environment or temporary suspension period is declared by the Fund manager, and during any period from the moment of their occurrence or declaration.

## 9. Costs and charges

We charge an annual fee for delivering the service to you. We call this the “**service fee**”. The service fee consists of a “**Revolut fee**”, which is paid to us for the service we provide to you, and a “**Fund service fee**”, which is paid to the Fund manager, and it is an ongoing charge calculated as a percentage of the value of the shares you hold in **the Fund(s)**. The service fee is calculated daily and is automatically deducted from the daily returns you receive on your shares in the Fund(s).

Depending on the currency of the Fund you invest in and the type of plan you have with the Revolut account offering entity, you may pay a different service fee when using our service. We will always show you the service fee that applies to you in relation to our service before you place your order via the Revolut app.

The annual Fund service fee is set by, and paid to, the Fund manager to cover the costs incurred in relation to the Funds. The annual Fund service fee is 0.03% of the value of your shares in the Funds and it is paid on a monthly basis to the Fund manager. The Fund service fee is included in the service fee displayed in the Revolut app.

Please refer to the Ex-ante Costs and Charges Disclosure for a detailed breakdown of the service fee and any other charges associated with our service and the Funds.

For **natural persons**, a summary of the service fee, including Fund service fee, charged by Fund currency and by plan can be found below:

| <b>Fund Currency</b> | <b>Standard</b> | <b>Plus</b> | <b>Premium</b> | <b>Metal</b> | <b>Ultra</b> |
|----------------------|-----------------|-------------|----------------|--------------|--------------|
| <b>EUR</b>           | 0.90%           | 0.75%       | 0.30%          | 0.15%        | 0.05%        |
| <b>GBP</b>           | 1.25%           | 1.00%       | 0.50%          | 0.25%        | 0.10%        |
| <b>USD</b>           | 1.50%           | 1.25%       | 0.75%          | 0.50%        | 0.15%        |

For **legal persons**, a summary of the service fee, including the Fund service fee, charged by Fund currency and by plan can be found below:

| <b>Fund Currency</b> | <b>Enterprise</b> | <b>Scale</b> | <b>Grow</b> |
|----------------------|-------------------|--------------|-------------|
| <b>EUR</b>           | 0.25%             | 0.75%        | 0.95%       |
| <b>GBP</b>           | 0.50%             | 1.00%        | 1.50%       |
| <b>USD</b>           | 0.25%             | 1.00%        | 1.50%       |

**In the course of carrying out our service, we do not accept and retain any fees, commissions or any monetary or non-monetary benefits from any third parties in relation to our investment services, except in cases where such inducements are returned directly to clients, as in relation to our Investment plans. You can find more information in the relevant Ex-ante Costs and Charges Disclosure.**

**By entering into the agreement, you give us your express consent to deduct our service fees, apply any reverse credits, as well as exercise our right of set off by taking any money you owe us from any money that we were due to pay to you.**

## **Private Market Funds Schedule**

This Schedule applies to you if you invest in our Private Market Funds. This Schedule prevails over the preceding provisions in the terms and conditions in respect of any inconsistency.

### **1. Introduction to the Private Market Funds**

Private Market Funds is an investment product that allows you to invest in European Long-Term Investment Funds (each an "ELTIF" or a "**Fund**"). ELTIFs are regulated investment funds designed to invest primarily into long-term, private assets, such as private equity, private credit, infrastructure projects and real assets.

You may find more detailed information in the prospectus or supplement relating to each Fund, which contain all of the relevant information you need in order to make an informed decision about whether to invest in a Fund. Before you invest in a Fund, you must read the KID for your chosen investment. The KID contains important information about a Fund's features, costs, and risks, which you should carefully evaluate before making your investment decision. You can access the prospectus, the KID, as well as the Funds' annual reports via the investment platform.

**By placing an order to invest in a Fund, you confirm that you have read and understood the KID that has been produced for your relevant investment.**

The ELTIFs we make available in the Revolut app are open-ended funds with no fixed termination date. Open-ended funds allow for periodic purchases and sales of shares or units. However, all ELTIFs are long-term, illiquid investment products. **This means that you may not be able to access your invested capital on demand, and redemptions are only available at specific times and subject to certain conditions, including lock-up periods and redemption limits.** Lock-up periods and redemption limits are described in more detail in section 4 (Sale (redemption) restrictions) of this Schedule and in the prospectus of the relevant Fund.

**ELTIFs may not be suitable for you if you are unable to sustain a long-term, illiquid commitment. You should only invest capital that you are able to commit for the long term. Before investing, please refer to the relevant KID to understand the recommended holding period for the specific ELTIF.**

We call the investment service that we provide to you in relation to the Private Market Funds under these terms and conditions the "**service**".

To use the service you must have an investment account with us. All investments in the Funds are made via your investment account, and if your investment account is closed, you will no longer be able to use the service.

If you invest in a Fund denominated in a currency other than your investment account currency, such funds will be converted by us and currency conversion fees may apply. The applicable currency exchange rate and any charges applied will be displayed in the Revolut app.

The Funds are offered on an execution-only basis. We do not provide investment advice or personal recommendations in respect of the Funds. However, we are required under the ELTIF Regulation (EU) 2015/760 to conduct a suitability assessment before you can invest in ELTIFs. It is a regulatory requirement to determine whether the ELTIF is suitable for you based on your personal financial situation, including your ability to bear losses, investment objectives, risk tolerance, sustainability preferences (if any), and other personal circumstances, such as your relevant knowledge and experience. We call this the "**suitability assessment**".

It is important that you provide us with accurate, up-to-date, and complete information during the suitability assessment.

After you complete the suitability assessment, we will provide you with a written statement on suitability. If the ELTIFs are deemed suitable for you, you may proceed

to purchase their shares or units. If ELTIFs are deemed not suitable for you, we may, at our own discretion, permit you to purchase shares or units if you provide explicit written consent indicating that you understand the risks of investing in ELTIFs. However, we reserve the right to decline to provide you with services in relation to ELTIFs where the suitability assessment indicates that they are not suitable for you.

Your investments are recorded in your investment account. Through your investment account, you can place orders with us on a non-advised basis, which we may transmit for execution to the relevant third party distributor, including for the onward transmission to the relevant "**Fund manager**".

## 2. Order placement

An order is an instruction from you to either buy or sell shares or units or their fractions in a Fund which is made available to you via the Revolut app. We call the purchase of shares or units "**subscription**" and sale of shares or units "**redemption**".

We send orders to the third party distributor for further transmission to the Fund manager on set dates. We call these "**submission dates**". For purchase orders, submission dates are typically once a month. For sale orders, submission dates are typically once in a quarter. However, the specific subscription and redemption frequency depends on each Fund and it is not something that we control.

You can place an order at any time via the Revolut app. However, for your order to be included in the upcoming order submission, you must place your order before the cut-off time. For purchase orders, the cut-off date is **14 calendar days** before the purchase submission date. For sale orders, the cut-off date is **1 calendar day** before the sale submission date ("**cut-off date**"). The cut-off time on the relevant cut-off date is 23:59 CET. We call these "**user cut-off**" times.

If you place your order before the relevant user cut-off time, we will submit your order to the third party distributor on the upcoming purchase or sale submission date, as applicable. If you place your order after the user cut-off time, we will submit your order to the third party distributor on the next purchase or sale submission date.

You may cancel your order at any time before the "Cancellation deadline" displayed within the order confirmation and order details screens in the Revolut app without any penalty or charge. Subscription orders will always have a cancellation window of at least 14 calendar days, which may be longer depending on when you place your order. Redemption orders remain cancellable until the applicable user cut-off time for sale

orders. Once the Cancellation deadline has passed, your order is irrevocable and can no longer be cancelled.

After we submit your order to the third party distributor, the order is transmitted to the Fund manager for execution. While we will do as much as reasonably possible to make sure your order is transmitted without delay to the Fund manager for execution, we are not responsible for the speed, timing of such execution by the Fund manager or for the price at which your investment will be executed. You can find more information on how we handle your orders in our [Order Handling and Best Execution Policy](#).

The price of Fund shares or units is based on the Net Asset Value ("**NAV**") of the Fund's underlying holdings divided by the number of shares or units in issue for the applicable share or unit class. Dealing in Funds takes place on a forward-pricing basis, which means that a buy or sell order is executed by the Fund manager at the next available NAV valuation point. Valuations occur periodically, in line with the relevant Fund documents (for example, monthly). **For this reason, when you place an order, we will show you indicative Fund pricing information only.**

For **purchase orders**, you must select a cash amount to invest from your available investment account cash balance. When you submit an order, we will reserve this sum and hold it as client money until execution. If you cancel your order before the Cancellation deadline, the reserved funds will be released back to your investment account balance. When placing the purchase order, we will show you an estimate of how many Fund shares or units or their fractions you may receive based on the current indicative share or unit price. For **sale orders**, you must select the number of Fund shares or units or their fractions to sell. When placing the sale order, we will show you an estimate of the cash amount you may receive based on the current indicative share or unit price. This practically means that you might receive more, or less, in shares or units (in case of subscription) or sale proceeds (in case of redemption) than the estimate shown to you when you place the order.

For both purchase and sale orders, the final figures are determined by the NAV confirmed by the Fund manager. Once this NAV is confirmed, you will be able to see the actual number of units purchased or the cash amount received in the Revolut app. **You understand that the actual number of shares or units or their fractions (for purchase orders) or the cash amount (for sale orders) you receive may differ from the estimates displayed in the Revolut app when you placed your order.**

### 3. Settlement

After the order submission date (the date we send your order to the third-party distributor), it typically takes 1 to 3 weeks for the Fund manager to confirm the updated NAV and complete the subsequent settlement of your order. After the settlement, the purchased shares or units will be allocated to your investment account, or the sale proceeds will be credited to it, as applicable. An indicative settlement date will be shown in the Revolut app on the order confirmation and order details screens.

Settlement may be delayed where the Fund manager suspends the determination of NAV or for other reasons indicated in the relevant Fund documents. In such cases, orders may also be rejected in line with section 5 (Refusal of orders) of this Schedule. We will notify you of any delays via the Revolut app where reasonably possible.

We will take all reasonable steps to ensure that the purchased shares or units, or the sale proceeds are promptly and correctly delivered to your investment account. However, we will not be responsible for any losses you suffer due to delays in settlement other than as a result of our fraud, wilful act, or gross negligence.

#### 4. Sale (redemption) restrictions

Due to the illiquid nature of the investments made by the Fund and other factors, the sale (redemption) of Fund shares or units or their fractions may be restricted for a specified period after you invest. We call these "**lock-up periods**".

Some Funds have a minimum holding period during which sale of Fund shares or units is not possible at all. We call this a "**hard lock-up period**". Other Funds may permit sale of Fund shares or units during a specified period but subject to a fee. We call this a "**soft lock-up period**" and the fee charged for early redemption an "**early redemption fee**". The early redemption fee is a set percentage that is deducted from sale proceeds at the time of redemption. Lock-up periods and early redemption fees vary by Fund and are detailed in the relevant Fund documents as well as in the Revolut app before you place an order.

**You must carefully consider whether you can afford to commit your capital for the applicable lock-up period before investing in a Fund.**

Funds may also be subject to limits on the total amount of sale orders that can be processed in each redemption cycle. We call these "**liquidity gates**". Liquidity gates are designed to protect the Fund and ensure that redemptions do not force the Fund manager to sell assets at unfavorable prices or harm remaining investors.

If the total value of sale orders in a redemption cycle exceeds the liquidity gate, your order may only be partially fulfilled. This means you will be able to sell only a portion of your requested Fund shares or units. In such cases, all selling investors will be treated equally, and only a proportional percentage of every sale request will be processed. Any remaining shares or units that could not be sold will remain in your investment account, and you may submit a new sale order for the next redemption cycle. Liquidity gates vary by Fund and are specified in the relevant Fund prospectus available in the Revolut app.

Redemptions may also be restricted or suspended in line with the relevant Fund documents, including where the Fund manager suspends the determination of NAV due to exceptional circumstances, where redemptions would be detrimental to the Fund or remaining investors, or otherwise where required by applicable laws or regulations. If redemptions are suspended, your sale orders will not be processed until the suspension is lifted. Where reasonably possible, you will be notified of any suspension via the Revolut app.

Please note that you cannot transfer your Fund shares or units or their fractions to another broker or a third party platform, or otherwise sell them on a secondary market. Some Funds may offer a matching facility at the Fund level, for matching of subscription and redemption requests. However, under our omnibus account structure, we hold Fund shares or units on behalf of all clients collectively, and the Fund manager does not have visibility of individual client holdings or requests. As a result, you will not be able to access any matching facility that a Fund may offer.

**Therefore, your ability to exit your investments is limited to the redemption windows offered by each Fund, and subject to the lock-up periods and other restrictions described above. There are no guarantees that you will be able to fully redeem your Fund shares or units or their fractions at any given redemption cycle.**

**The Fund may also require a mandatory redemption of the shares or units, either in whole or in part, in line with the relevant Fund documents.** In such cases, we will place a sale order of your Fund shares or units or their fractions on your behalf, and process the redemption in accordance with the Fund's procedures. We will do as much as reasonably possible to tell you beforehand if we place such a sale order. However, if we are unable to do so, we will notify you as soon as reasonably possible after the order is placed.

We will not be responsible for any losses you suffer as a result of a mandatory redemption required by the Fund, other than as a result of our fraud, wilful

misconduct, or gross negligence.

All sale proceeds will be paid to you in cash. We will not accept distributions or redemptions in the form of assets or securities instead of cash.

## 5. Refusal of orders

Without prejudice to section 23 (Refusal of orders) of these terms and conditions, the Fund manager may suspend or refuse, in whole or in part, any purchase or sale order for reasons under applicable laws or in line with Fund documents. These reasons include, without limitation:

- suspension of the determination of NAV due to exceptional circumstances, emergencies, inability to accurately ascertain prices of Fund assets or underlying investments, or for any other reason indicated in the Fund documents;
- trading that is considered to be disruptive to the Fund;
- limitation of subscriptions based on available investment opportunities for the Fund;
- suspension or delay of redemptions where such actions are deemed to be in the best interest of the Fund or its shareholders/ unitholders, including exceptional circumstances where redemptions would place an undue burden on the Fund's liquidity, adversely affect the Fund's operations, or otherwise pose significant adverse impact on the Fund;
- rejection or reduction of any subscription request for any reason at the discretion of the Fund or Fund manager; or
- any other reasons provided for in applicable law or the respective Fund documents.

We will notify you via the Revolut app of the rejection of your order as soon as reasonably possible. However, we will not be responsible for any losses you suffer due to the Fund or Fund manager suspending or refusing your order other than as a result of our fraud, wilful misconduct, or gross negligence.

## 6. Distributions

If a Fund distributes income, we will procure that the proceeds arising from any such distribution will be credited to your investment account as soon as we receive them.

However, the timing and amount of distributions is not something we can control, and it is determined by the Fund manager. All distributions will be paid to you in cash.

## 7. Shareholder/ unitholder rights

Due to the omnibus account structure we use to provide access to the Funds, we hold Fund shares or units on behalf of all clients collectively. This means that Revolut Securities is the registered legal shareholder or unitholder on the Fund's register, while you remain the beneficial owner of your individual shares or units. As a result, you may not be able to exercise certain shareholder or unitholder rights directly against the Fund, such as the right to participate in the general meetings or vote on Fund matters. We will exercise shareholder or unitholder rights on behalf of all clients collectively in accordance with the relevant Fund documents and in what we consider to be the best interests of clients collectively.

## 8. Costs and charges

Revolut Securities does not charge fees for providing access to the Funds. However, investments in Funds are subject to fees and charges applied by the relevant Fund managers.

In relation to certain Funds, if you sell your shares or units or their fractions before a set date, an early redemption fee may apply. The early redemption fee is a set percentage that is deducted from your sale proceeds at the time of redemption. Please refer to the relevant Fund documents and the Revolut app for information on whether an early redemption fee applies to a specific Fund.

Other Fund fees may include management fees, performance fees, fund expense fees and others. These fees are incurred by the Fund manager in the course of operating the Fund and are deducted from the Fund's assets at the relevant NAV calculation dates. These fees are reflected in the Fund's NAV.

Please refer to the relevant KID, prospectus and [Ex-Ante Costs & Charges Disclosure](#) for detailed information on all fees and costs associated with the Funds.

**We may accept and retain fees, commissions, or other monetary or non-monetary benefits from Fund managers in relation to our execution-only services related to Private Market Funds. We call these "inducements". We manage any conflicts of interest arising from these inducements in accordance with our [Conflicts of Interest](#)**

**Policy.** You can also find more information in the relevant **Ex-ante Costs and Charges Disclosure**.