Rathbones Investment Management Limited

New or amended Term	Rationale for change	Old Term	New Term
Declaration regarding restricted status	To clarify the regulated status of Rathbones Investment Management. For the avoidance of doubt the status has not changed, however, the rewording looks to make this clearer and to aid understanding.	Rathbones Investment Management Limited is an independent provider of investment management services for its clients, and will generally select and manage investments across the whole of the relevant investment market. However, to meet the requirements of some clients with lower levels of assets or specific mandates we may invest wholly or predominantly in Funds, which may involve investing solely in In-House Funds.	Rathbones Investment Management Limited is an independent provider of investment management services for its clients. We generally select and manage investments across the whole of the relevant investment market. However, some of our services are restricted. For example, for some clients, with lower levels of assets or specific mandates we may invest wholly or mainly in funds, including investing solely in In-House Funds.
Key Points - Responsible Investment	To clarify the extent of our responsibilities	New	We will provide our services consistent with our approach to responsible investment, including, where we are able to, exercising voting rights, engaging with companies and taking other actions (which may include proposing resolutions).
			We may, from time to time, conclude that certain activities or companies do not align with our approach to responsible investment and categorise such investments as excluded investments. This means that:
			- we will not buy more of such investments for you
			 where we have discretion, we may sell some, or all, of such investments in your Portfolio. We will decide the best time to do so.
			 We regularly review our approach to responsible investment, the response of companies to our engagement and any investments we have categorised as excluded investments.
			- We also include information on our approach to responsible investment in term 1.8. Further information is available at www.rathbones.com



New or amended Term	Rationale for change	Old Term	New Term
Key Points - What are	To clarify the risks involved in	New	What are the risks involved in my investment?
the risks involved in my	your investments		There are risks involved in any investment. These include:
investment?			– levels of income and prices of investments can and do fluctuate
			– past performance is not an indication of future performance
			exchange rate risk exists where investments are denominated in a different currency
			– tax treatment of investments can change
			– in certain market conditions some investments can become difficult to sell.
1.1.2	To update all current trading names of the Firm.	For the purposes of these Terms in addition to the name Rathbones Investment Management Limited, we operate under the trading names Rathbones Investment Management and Rathbones.	For the purposes of these Terms in addition to the name Rathbones Investment Management Limited, we operate under the trading names Rathbones Investment Management, Greenbank; Greenbank Investment Management; Greenbank Investments; Rathbone Greenbank Investments and Rathbones.
1.1.3	To clarify the regulated status of Rathbones Investment Management. For the avoidance of doubt the status has not changed, however, the rewording looks to make this clearer and to aid understanding.	We are an independent provider of investment management services for our clients and will generally select and manage investments across the whole of the relevant investment market. However, to meet the requirements of some clients with lower levels of assets or specific mandates for such clients we may invest wholly or predominantly in Funds, which may involve investing solely in In-House Funds.	We are an independent provider of investment management services for our clients. When we select and manage investments within your Portfolio, these investments are selected from the whole of the relevant investment market. However, some of our services are restricted. For example, for some clients with lower levels of assets or specific mandates we may invest wholly or predominantly in Funds, which may involve investing solely in In-House Funds.

New or amended Term	Rationale for change	Old Term	New Term
1.7	To outline the online service (MyRathbones) that is available to you and to clarify that it is subject to a separate, additional terms and conditions.	New	We offer the MyRathbones service which is an online facility available via a secure portal that enables you (and persons authorised by you) to access information in relation to your Portfolio and for you to send us messages and information regarding you and your Portfolio, and to receive messages from us. The MyRathbones service is subject to additional terms and conditions, as updated from time to time, available at www.rathbones.com.
1.8	To outline our obligations in relation to Responsible investment.	New	We will provide our services consistent with our approach to responsible investment, including, where we have discretion, exercising voting rights and engaging with companies and taking other actions (which may include proposing resolutions).
			We may, from time to time, conclude that certain sectors, activities or companies do not align with our approach to responsible investment and categorise such investments as excluded investments. This means that:
			a. we will not buy more of such investments for you
			b. where we have discretion, we may sell, some or all, of such investments in your Portfolio. We will decide the best time to do so.
			We regularly review our approach to responsible investment, the response of companies to our engagement and any investments we have categorised as excluded investments.
			Further information on our approach to responsible investment is available at www.rathbones.com

New or amended Term	Rationale for change	Old Term	New Term
1.20 (Previously 1.18)	To clarify that should your relationship with your adviser end you must appoint a replacement adviser within 60 days (previously 30 days). The updated term also clarifies the position should a replacement adviser not be appointed.	The services available under these Terms are only available if you appoint and retain an Adviser. You must appoint an Adviser and seek and follow their advice before applying for any Rathbones service under these Reliance on Adviser Terms. If your relationship with your Adviser terminates for any reason you must notify us immediately. You must appoint a replacement Adviser (approved by us to provide services to clients who are receiving our discretionary investment management services under our "Reliance on Adviser" model) within 30 days of your original Adviser ceasing to act, and notify us accordingly. If you fail to appoint a replacement Adviser and you are receiving our discretionary investment services but are: a. not receiving our Specialist Tax Portfolio Service then term 3.1.2 will apply b. receiving our Specialist Tax Portfolio Service then term 7.2 will apply.	The services available under these Terms are only available if you appoint and retain a RoA approved Adviser. If your relationship with your Adviser terminates for any reason you must notify us immediately. You must appoint a replacement RoA approved Adviser within 60 days of your original Adviser ceasing to act, and notify us accordingly. If you do not wish to appoint a replacement RoA approved Adviser you can decide to, within 60 calendar days, enter into a new agreement with us so we can provide you direct discretionary investment management. As a direct discretionary investment management client of Rathbones your Investment Manager will be responsible for assessing the suitability of our discretionary investment management service for you, and of the specific Investment Mandate that applies to your Portfolio If you do not appoint a replacement RoA approved Adviser or enter into a new direct discretionary investment management agreement, we will terminate our Agreement in accordance with section 7, term 7.20.

New or amended Term	Rationale for change	Old Term	New Term
1.21 (1.21.1-1.21.6)		pecific clause or Bare trusts which permits	Where you are acting as the trustee(s) of a bare trust, this term 1.21 will apply. You, in this context, means the person(s) acting as the trustee(s) of the bare trust and not the beneficiary.
		age of 18 and until the age of	We publish related guides called "What is a Bare Trust?" and "Bare Trust FAQs" which explain what a bare trust is and our role as discretionary investment manager of the assets of a bare trust. These documents are available on request. We do not provide trusts advice under these Terms and the FCA does not regulate trusts advice.
			When the beneficiary of a bare trust reaches age 18 they are (subject to the terms of the underlying trust instrument(s)) legally entitled to the assets of the bare trust and may take control of them. As a result, many bare trust structures are terminated at that point.
			If you wish the trust structure to continue after the beneficiary reaches age 18 and up until they reach age 25 (or an earlier age), and for us to continue to act as discretionary investment manager, we may agree to do so but you and we will need to agree this in writing, and this is subject to terms 1.21.5 and 1.21.6 below.
			When the beneficiary reaches the age of 25 (or such earlier age as may be agreed in writing with you), in order for us to continue to provide discretionary investment management services either:
			a. the beneficiary must instruct us directly to act as their discretionary investment manager in their capacity as beneficial owner of the trust proceeds, or
			b. the beneficiary must instruct us to act as their discretionary investment manager but give authority to you as the former trustee(s) of the bare trust to continue to give instructions on their behalf.

New or amended Term	Rationale for change	Old Term	New Term
			If we do not receive instructions as set out in term 1.21.5 we may terminate the client relationship with you on thirty days' written notice and require the Portfolio to be transferred to another authorised investment firm. This ability to terminate the client relationship is in addition to our rights under term 7.20.
2.4	To clarify the approach taken for Corporate Actions which may arise on investments within your portfolio.	We will (subject to our Conflicts of Interest Policy) exercise or refrain from exercising any Corporate Actions or voting rights in our absolute discretion if we think it is in your best interests to do so. You agree to ratify and be bound by the decisions in this regard. We will supply you with a copy of our Voting Policy on request.	Subject to any standing written instructions you have provided to us, you authorise us (subject to our Conflicts of Interest Policy) to take such action (including no action) as we consider appropriate regarding Corporate Actions, voting rights, or any other rights or actions (which may include the exercise of shareholder rights to require investee companies to take specific actions), in our own name or jointly with others, in respect of investments in your Portfolio if we think it is in your best interests to do so. We do not have to notify you of actions or decisions we take. You can ask us for a copy of our current Voting Policy and approach to responsible investment and stewardship.

New or amended Term	Rationale for change	Old Term	New Term
Section 3	The entire Execution Only Services section has been removed. The only service available under a Reliance on Adviser agreement is Discretionary Management Services. Previously Execution Only services were covered to accommodate scenarios in which your relationship with your adviser had ended. However, this term (1.20) has changed as explained above. This change has meant the numbering for all subsequent section in the revised terms has changed.	Execution Only Services	The entire section on Execution Only Services has been removed.

New or amended Term	Rationale for change	Old Term	New Term
4.1	To clarify your right to cancel.	New	Where you open an ISA, JISA or EIS with us or transfer an ISA or JISA to us, you can cancel this within 14 calendar days from the date we receive your signed application form, or, if later, the date you receive the details of your cancellation rights.
			Where you cancel an ISA or JISA, your cancelled subscription will not count as a subscription to an ISA or JISA for that tax year.
			If you ask us to provide services to you before the cancellation period and later decide to cancel, your investments may fall in value and you may get back less than you put in.
			If you would like to cancel your ISA, JISA or EIS please write to us, before the end of the 14 calendar day cancellation period, at the office which we have notified to you deals with your Portfolio or to our registered office detailed in section 1, term 1.1.5.
			You can also terminate our Agreement in accordance with section 7, term 7.20.
4.9.3 (Previously 5.6.3)	To clarify that, after your death, we may be able to continue providing investment management services in relation to the investments held in the ISA. This is further explained in Term 7.35.	No subscriptions or transfers may be made into, or out of, your continuing account from the date of your death until the date of closure. However, we may continue to provide discretionary investment management services in relation to the investments held in the ISA where your personal representatives have entered into a new Agreement (please refer to section 8, term 8.35 for further details). Funds held within the ISA continue to benefit from ISA tax advantages, and any interest, dividends, or gains attributable to a continuing account after the date of death until the date of closure are exempt from tax.	No subscriptions or transfers may be made into, or out of, your continuing account from the date of your death until the date of closure. However, we may continue to provide discretionary investment management services in relation to the investments held in the ISA (please refer to section 7, term 7.35 for further details). Funds held within the ISA continue to benefit from ISA tax advantages, and any interest, dividends, or gains attributable to a continuing account after the date of death until the date of closure are exempt from tax.
5.9.2(b) (Previously 6.10.4)	Noting that this term is subject to term 5.12	We will consider that you have consented to an electronic payment transaction or series of electronic payment transactions where you have provided us with instructions in accordance with section 8, term 8.9	We will assume that you have given us permission to make an electronic payment or series of electronic payment transactions where you have provided us with instructions in accordance with section 7, term 7.9 or if you have provided us with instructions to make a payment using the MyRathbones Service and subject to term 5.12.

New or amended Term	Rationale for change	Old Term	New Term
5.9.2 (f) (Previously 6.10.6)	To align to forthcoming regulatory changes which permit firms to delay payments where there are reasonable grounds.	We reserve the right to refuse to execute payment transactions where we have reasonable grounds to do so.	We may refuse to make a payment, or may delay a payment, where we have reasonable grounds to do so.
5.12	To clarify your obligations around the security of your account to outline the security checks that we may	New	You must not disclose your Account details or security information to anyone. Please take care when storing or disposing of information about your Account. You should shred copies of documents which include your signature to avoid fraud, including faxes or photocopies of your signature.
	apply.		If you think that someone has obtained any of your Account details or is using or attempting to use your security information or your signature, please let us know as soon as possible (in accordance with section 7, term 7.9). We will deal with such notification once received by us.
			If you request us to request an outgoing electronic payment, we may apply certain security measures (for example via a call back check) before we accept your instruction.
			From 31 October 2024, for some payments, we will ask the receiving bank to check that the payee's name matches the payment details you have given us. This is called "Confirmation of Payee". Where we apply Confirmation of Payee, the receiving bank should tell us whether the payee's name is a match, a close match, no match, or that a check was not possible. We will provide this information to you. You must then confirm that you wish to go ahead with the payment.

New or amended Term	Rationale for change	Old Term	New Term
5.13.3 (Previously 6.15.3)	To clarify that we will refund the amount of a payment in line with Regulatory Rules, if we are liable in respect of an authorised or incorrectly executed transaction.	If we are liable in respect of an unauthorised or incorrectly executed transaction we will refund the amount of the unauthorised payment to you (no later than one Business Day after you have notified us) and where applicable return the Account to the state it would have been in had the unauthorised transaction not taken place (for example, by refunding any charges or interest that you have paid as a result). If we have reasonable grounds to suspect that there has been fraud or you have been negligent we may investigate the matter before effecting a refund. We will carry out any investigation as quickly as practicable in the circumstances.	If we are liable in respect of an unauthorised or incorrectly executed transaction, we will refund the amount of the unauthorised payment to you in accordance with the Regulatory Rules and where applicable return the Account to the state it would have been in had the unauthorised transaction not taken place (for example, by refunding any charges or interest that you have paid as a result). If we have reasonable grounds to suspect that there has been fraud or you have been grossly negligent, we may investigate the matter before effecting a refund. We will carry out any investigation as quickly as practicable in the circumstances.
6.2.3 (Previously 7.2.3)	To clarify that should your relationship with your adviser end you must appoint a replacement adviser within 60 days (previously 30 days).	If your relationship with your Adviser terminates for any reason you must notify us immediately. You must appoint a replacement Adviser (approved by us to provide services to Clients who are receiving our discretionary management services under our "Reliance on Adviser" model) within 30 days of your original Adviser ceasing to act, and notify us accordingly.	If your relationship with your RoA approved Adviser terminates for any reason you must notify us immediately. You must appoint a replacement RoA approved Adviser within 60 days of your original RoA approved Adviser ceasing to act, and notify us accordingly.
7.1.3 (Previously 8.1.3)	To clarify that our formal conflicts review takes place annually rather than quarterly.	We also maintain a conflicts of interest register (which details individual conflicts) and conflicts of interest log (which records high level conflict themes). We shall promptly disclose to you conflicts which arise that we cannot prevent or manage effectively. We will periodically change the conflicts of interest register and log when our business activities vary. We also conduct a quarterly review to ensure such changes are captured.	We also maintain a conflicts of interest register (which details individual conflicts) and conflicts of interest log (which records high level conflict themes). We shall promptly disclose to you conflicts which arise that we cannot prevent or manage effectively. We will periodically change the conflicts of interest register and log when our business activities vary. We also conduct an annual review to ensure such changes are captured.

New or amended Term	Rationale for change	Old Term	New Term
7.3.1 c (Previously 8.3.1 c)	This sub-Term has been removed to align to our new approach in which investments within certain accounts may continue to be managed, after your death.	You acknowledge that there will be time when it is neither appropriate nor possible to invest your money or assets in (or, where applicable, divest your money or assets from) the markets. This will be case where: c. between notification of death and the date upon which a new mandate is agreed subject to the provisions of term 8.34.	Term 7.3.1 c removed
7.6.3 (Previously 8.6.3)	To clarify the scenarios in which we hold your money as client money.	The circumstances in which we may hold client money are as follows: a. where we have received funds from you and the funds have not been allocated to an Account within 10 Business Days of receipt b. in respect of cheque proceeds which have not been allocated to an Account by the close of the Business Day after receipt c. on the sale of a unit or units in a unit trust where we have received the proceeds on your behalf but the transaction has not yet been confirmed d. where we hold unclaimed funds on your behalf which have not been paid to your Account or an external bank account, typically this will arise where you have ceased being a client but we have continued to receive funds for you (such as dividends) and have not been able to pay the funds to you, but there may also be other occasions e. where we identify a discrepancy as a result of, or that reveals, a shortfall (as defined by the Regulatory Rules), which we have not yet resolved. In such circumstances we may, in accordance with the Regulatory Rules, appropriate a sufficient amount of our own money to cover the value of the shortfall and hold it as client money f. on the purchase of an asset where we have debited your Account for the purposes of settlement, but the	 We may hold your money as client money in the following circumstances: a. where we have received funds from you and the funds have not been allocated to an Account within ten Business Days of receipt; b. on the sale of a unit or units in a unit trust where we have received the proceeds on your behalf but the transaction has not yet been confirmed; c. where we hold unclaimed funds on your behalf which have not been paid to your Account or an external bank account. For example, where you are no longer our client and we have not been able to pay you funds that we are still receiving for you (such as dividends); d. where we identify a discrepancy as a result of, or that reveals, a shortfall in assets, which we have not yet resolved. In such circumstances we may appropriate a sufficient amount of our own money to cover the value of the shortfall and hold it as client money; e. on the purchase of an asset where we have debited your Account for the purposes of settlement, but the transaction has not yet settled. f. where we have received funds relating to entitlements (e.g. dividends) that have not been allocated to an Account within ten business days of receipt.

New or amended Term	Rationale for change	Old Term	New Term
7.14.5	To clarify the scenarios in which we may	New	We may stop or reduce the payment of all or part of an adviser agreed remuneration if:
	stop or reduce the payment of		a. we no longer have a business relationship with your Adviser
	agreed remuneration to your Adviser.		b. we become aware that your relationship with your Adviser has ceased
			c. we reasonably believe that the payment of the adviser agreed remuneration would be in breach of any relevant laws or regulations
			d. we reasonably believe that your Adviser was not appropriately authorised by the Financial Conduct Authority or exempt from authorisation under the Financial Services and Markets Act 2000 or any replacement regulator at the time of providing you with advice or services in relation to your individual fund
			e. your Adviser ceases to trade f. upon notification of your death
7.20.2 (Previoulsy 8.20.2)	To clarify that the notice period with respect to our banking services will now be no less than 90 days.	We may end the Agreement, or the provision of a particular service, by giving you 30 calendar days' written notice at any time, save that in respect of our banking services we are required to give you not less than two months prior written notice.	We may end the Agreement, or can stop providing you with a particular service, by giving you 30 calendar days' written notice at any time, save that in respect of our banking services we are required to give you not less than 90 days prior written notice.
7.33.1 (Previously 8.33.1)	New sub-Term added to clarify that if you are more than one person that, except for scenarios outlined in Term 8.33.2, we will act on an instruction from each of you individually.	New sub-Term.	e. each of you has individual authority to give instructions (for example, to make deposits, withdrawals and to make and receive payments) and to take other actions (for example, signing documents or agreements) in relation to the Account.

New or amended Term	Rationale for change	Old Term	New Term
7.33.2 (Previoulsy 8.33.2)	To clarify that consent from both of you would be required to register a new third-party payment beneficiary. In line with Term 8.33.1.e, a third party payment can be made upon the instruction from each of you individually.	If you are more than one person, in relation to Instructions: a. we may accept instructions from any of you, save as expressly provided in (b) and (c) below and in the Client Agreement, or otherwise agreed between us in writing b. we will require consent from both of you in order to make any material changes to our Agreement, including where you wish to: i. amend your residential address ii. amend any of your external bank account details held by us iii. make a third party payment iv. transfer out assets in specie to another custodian v. change a delegated authority vi. add any new Connected Person(s) c. any change to your Investment Mandate may only be instructed by your Adviser.	If you are more than one person, we may accept instructions from any of you but we may require consent from both of you if: a. we have agreed this with you in the Client Agreement, or otherwise in writing b. we become aware of a dispute between you and the other clients c. you wish to make any material changes to our Agreement, such as: i. amending your residential address ii. adding or amending any of your external bank account details held by us iii. to register a new third-party payment beneficiary iv. adding or changing a delegated authority v. adding any new Connected Person(s) d. you wish to transfer out assets in specie to another custodian. e. You wish to pledge assets as security.
7.33.3	To clarify any change to your Investment Mandate can only be instructed by your Adviser.	New	Any change to your Investment Mandate may only be instructed by your Adviser.

New or amended Term	Rationale for change	Old Term	New Term
7.34.1 (Previously 8.34)	Old Term has been developed and moved to 7.34.2 (below).	Where you have entered this Agreement in the capacity as a trustee, where there is a change of trustee, at our option this Agreement shall continue in full force and effect and any successor trustee(s) shall	Where the Account is in the name of a company, or has been opened on behalf of a trust or other entity, unless agreed otherwise in writing, the following additional terms apply:
	New Term clarifies for Companies, Trusts and Other entities (including Charities) from whom instructions can	be bound by this Agreement.	a. except as set out below, each of the entity's Entity Authorised Signatories, have individual authority to give instructions (for example, to make deposits, withdrawals and to make and receive payments) and to take other actions (for example, or signing documents or agreements) in relation to the Account;
	be made for different scenarios.		b. if the entity has specific requirements regarding multiple signatories or particular officers with certain authorities, these must be agreed with us in writing
			c. you must notify us immediately where an Entity Authorised Signatory ceases to act or ceases to have authority to give instructions on the entity's behalf, we will continue to accept instructions and information from such persons until we receive written notice from you that they are no longer authorised to do so.
			d. we may require consent from all, or particular, Entity Authorised Signatories where we are instructed to:
			i. make any material changes to our Agreement such as:
			– amending the entity's address
			 adding or amending any of the entity's external bank account details held by us
			 registering a new third-party payment beneficiary
			 adding or changing a delegated authority
			– adding any new Connected Person(s)
			ii. transfer out assets in specie to another custodian.
			iii. pledge assets as security
			e. any changes to the entity's Investment Mandate may only be instructed by your Adviser.

New or amended Term	Rationale for change	Old Term	New Term
7.34.2	To clarify that for Companies, Trusts and Other Entity clients that our agreement is with each of you and that your responsibility is joint and several.	New	Where you have entered this Agreement as a trustee: a. our Agreement is with each of you and your responsibility is joint and several. This means that you and any persons are liable together, but also individually for all money due b. if there is a change in trustee, we may choose to continue this Agreement and any successor trustee will also be bound by this Agreement.
7.35.3 (Previoulsy 8.35.3)	To reflect our new approach for accounts which are managed under a Discretionary Investment Management mandate. On such accounts, if you die, the investments within your account will continue to be managed in line with the investment mandate until such time as the Grant of Representation is received. This term does not apply to non-discretionary or execution only accounts.	Subject to term 8.35.2, you agree that, upon receipt by us of written notification of your death and subject to the remainder of this term we will suspend the provision of services (other than our custody and banking services) in respect of the Portfolio, and in respect of ISAs, such ISAs will become a continuing account in accordance with term 5.7.1 and HMRC's requirements. We will require the personal representatives to enter into a new Agreement if ongoing management is required. Before the personal representatives enter into a new Agreement we will: a. continue to collect dividends arising on investments held in the Portfolio b. subject to the provisions of this Agreement take instructions from personal representatives regarding Corporate Actions and voting rights in respect of investments in your Portfolio c. subject to an indemnity from the personal representatives we may liquidate the Portfolio and/or apply cash in the Portfolio to pay funeral charges, inheritance tax, court fees and other related expenses.	Subject to term 7.35.2, if you die and you are the sole client, Rathbones will continue to manage your portfolio in line with the Investment Mandate agreed prior to death until such time as a grant of representation has been provided. Our Estate Schedule of Charges will apply to the services we provide. Any ISAs will become a continuing account in accordance with term 4.9.1 and HMRCs requirements.

New or amended Term	Rationale for change	Old Term	New Term
7.35.4 (Previoulsy 8.35.4)	The old Term has been removed as it previously outlined the schedule of charges that would apply upon notification of death, however, this is now clarified in the revised Term 7.35.3 (above). The new Term clarifies the information that will be requested upon notification of death.	Subject to term 8.35.2, upon receipt by us of written notice of your death, our custody and dealing administration fee rates as provided for in our Schedule of Charges shall apply unless and until your personal representatives enter into a new Agreement with us.	We will ask your estate for reasonable evidence of your death (typically a certified copy of the death certificate) and evidence of authority (typically the grant of representation and any Will or Codicil(s)) of your personal representatives.

New or amended Term	Rationale for change	Old Term	New Term
7.35.5	New Term added to clarify to whom we will send correspondence and any documentation following your death and prior to the grant of representation. Part b of the new Term outlines the scenarios in which your personal representatives may liquidate assets or pay money out of the account.	New	 Prior to the grant of representation: a. we will send correspondence and any documentation related to the Agreement to your personal representatives or (if thought fit) to the person who has notified us of your death; b. if your personal representatives wish us to liquidate or pay out money, we will normally only agree to this where funds are required to pay certain liabilities (for example funeral charges, inheritance tax, court fees and other related expenses) and where your personal representatives have given us an indemnity.

New or amended Term	Rationale for change	Old Term	New Term
Annex 1 Definitions and Complex Interpretation. Interpretation.	instrument which is not a Non-Complex Instrument and in respect of which our obligations regarding appropriateness may apply in accordance with the Regulatory Rules.	Complex Instrument with complex mechanisms to determine or calculate the return. Any investment carries risk, but the risks associated with complex financial instruments are usually significantly greater than those associated with non-complex financial instruments and the risk of loss can be substantial. Investment in a complex financial instrument may trigger obligations regarding appropriateness in accordance with the Regulatory Rules. Examples of the type of financial instruments considered as complex products include derivatives and warrants. Structured products and units in some Collective Investment Schemes may also be deemed complex financial instruments. The below list provides some further examples but is not deemed exhaustive.: Currency Swaps and Currency Forward with physical delivery of the underlying asset investment certificates of closedend investment funds Other investment certificates of investment funds, funds not included in UCITS funds Interest rate swaps (IRS)	
			Non deliverable forwards (NDF)
			Marginal Currency Transactions (MCT)
			FOREX (Currency Exchange, Transactions with Precious Metals BULLION) on SPOT and FORWARD
			Marginal transactions - transactions with stock derivative financial instruments (futures and options for futures)
			OTC transactions - over the counter derivative transactions. Over the counter swaps - OTC swaps
			REPO transactions, REVERSE REPO transactions
			Transactions with the granting of broker's credit (margin loan) - short positions opening
			Options transactions
			Financial Contracts for Difference (CFD)
			Structured financial products with a principal repayment guarantee
			All other investment funds - hedge funds, etc
			FI short selling

New or amended Term	Rationale for change	Old Term	New Term
Annex 1 Definitions and Interpretation.	An updated definition for a a Non Complex Instrument.	Non-Complex Instrument the financial instruments listed in COBS 10A.4.1R(2) of the FCA Rules.	Non-Complex Instrument means a financial instrument can be traded without a vast amount of specialist knowledge. Examples of these type of financial instruments can include:. shares in companies that are admitted to trading on a regulated market or multilateral trading facility (MTF); bonds traded on a regulated market or MTF (except certain complicated bonds); money market instruments; shares or units in UCITS; structured deposits (except certain complicated structured deposits).



