

Dear Client

### Treating Our Customers Fairly

Foster Denovo was created by a group of high quality executives and Independent Financial Advisers (whom we refer to as Partners) who are committed to providing an excellent service to their clients.

All of our Partners and staff continually strive to put our clients at the centre of everything we do. In order to achieve this we constantly review our processes and procedures for fairness and actively seek feedback to learn how we can improve your experience of our business. In dealing with Foster Denovo, our Partners and staff will always seek to:

- introduce themselves and explain the importance of our role as an Independent Financial Adviser, putting this in the context of the financial services industry;
- set out clearly what you can expect from us at every stage of the advice process;
- discuss options on how we will be remunerated for our advice and service;
- fully understand your circumstances in either a focused area of your finances or across your whole situation, whichever you require;
- discuss and agree your financial goals and aspirations;
- comprehensively research your current situation and explore all options presently available to you, whether or not they are in place;
- match appropriate solutions to your established needs;
- provide clear and concise information to you at all times on the research we have conducted and products and services that we recommend;
- provide you with a summary report that clearly states your position, your aims, objectives and our recommendations;
- recommend solutions that don't come with surprises;
- make ourselves available to discuss any changes that you wish to make;
- agree a plan for future contact and service, if required; and
- meet or exceed your expectations of us and deliver on everything we promise.

Our ultimate intention is to give you the confidence to refer us to other people you know where you think we may be able to help them establish and realise their financial goals and ambitions in the same manner as we have assisted you. For us, that is a true measure of our success.

If you believe that we can improve in any way in any of our dealings with you, past, present or future, I would encourage you to contact me at [roger.brosch@fosterdenovo.com](mailto:roger.brosch@fosterdenovo.com) or, if you prefer, call me on 0207 469 2800. I am very keen to support our Partners and staff in exceeding your expectations and helping them to build the highest quality Independent Financial Advisory business in the UK.

Thank you and I look forward to hearing from you.



Roger Brosch  
Chief Executive Officer

### Foster Denovo Limited

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## CLIENT AGREEMENT DOCUMENT FOR FOSTER DENOVO LIMITED

**This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the information contained in this document carefully before signing it.**

**If you do not understand any point contained in this document please ask for further information.**

### Regulatory Status

Foster Denovo are authorised and regulated by the Financial Services Authority (FSA) in respect of Designated Investment Business. You can check this on the FSA register by visiting the FSA's website - [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Our FSA reference number is 462728.

### Client Categorisation

In providing investment services to you, we will categorise you as a retail client. The type of client category will determine the level of protections afforded to you under the regulatory system. As a retail client the regulatory protections available to you are determined by this category and will be the highest available. Where we have categorised you other than as a retail client, you may request re-categorisation under the client category which benefits from a higher degree of protection. However, we reserve the right to agree such a re-categorisation on a case by case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

### Conflicts of Interest

Foster Denovo offer advice in accordance with that disclosed to you in our Service and Costs Disclosure Document. Occasions may arise where we or one of our other clients have some form of interest in business being transacted by you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

As a consequence of such potential conflict of interest arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us to manage such risks, which you may request.

### Investment Objectives & Restrictions

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

### Client's Risk

You are advised that because investment values can fall as well as rise, you may not get back the full amount invested. Past performance should not be seen as an indication of future performance.

### How We Charge Clients for our Services

Our income comes from the commission payable by the product providers we write business with. We will tell you how much commission we will receive before submitting an application.

### Client Money

**FOSTER DENOVO LTD DO NOT HANDLE CLIENTS' MONEY.** We never accept cash or a cheque made out to us unless it is a cheque in settlement of fees, charges or disbursements for which we have sent you an invoice. Cheques should be made payable to Product Providers only and should not be made payable to ourselves or any individual engaged by us. This does not apply to settlement of invoices for agreed fees.

### Accounting to You

We will confirm to you in writing the basis of our reason for recommending the transaction executed on your behalf. We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

### Right to Withdraw

In the case of many packaged investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within the specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. key features document) and/or we may provide details of such rights in a separate communication.

In the case of a non-packaged product ISA (e.g. a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights apply.

### **Best Execution Policy**

It is in the interests of our clients and Foster Denovo that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Services Authority to take all reasonable steps to provide ‘best execution’ when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

### **What to do if you have a Complaint**

If you wish to register a complaint please contact us:

- In writing: Write to: The Head of Client Protection, Foster Denovo Limited, 8 Eastcheap, London, EC3M 1AE.
- By Phone: Telephone 020 7469 2800

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### **Mode of Communication**

We will ordinarily communicate with our clients in English, both in respect of oral and written communications. We will enter into communications with our clients through whatever means are convenient to you and us, including face to face, telephone, email and other acceptable electronic communication methods.

### **Client Instructions**

We prefer instructions to be given to us in writing to avoid any possible disputes. If any instructions are given verbally then they should be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

### **Rights of Third Parties**

The terms contained in this letter exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

### **Review**

Unless you request it we will not review any investment or policy that we have arranged for you. We will provide advice at any time you request us to do so.

### **Termination**

The terms set out in this letter may be terminated at any time, by either party notifying the other in writing and will take effect from the date of receipt. This will be without penalty and without prejudice to the completion of transactions already commenced on your behalf.

### **Data Protection Statement**

The information you have provided is subject to the Data Protection Act 1998 (the “Act”). By signing this document you consent to us or any Associated Company processing (as defined below) your personal data for the purposes of providing advice, administration and management.

“Associated Company” means any company associated with us including Foster Denovo Limited and any member of its group and /or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time.

“Processing” includes by both manual and by electronic means obtaining, recording or holding information or data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it and transferring it to any Associated Company, or product provider, or if required by law to the FSA or any other statutory, governmental or regulatory body in relation to non sensitive personal data only to solicitors and/or other debt collection agencies for debt collection purposes.

We may also contact you or pass your details to any Associated Company to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

Please note that the information provided by you may also contain sensitive personal data for the purposes of the Act, which normally be limited to information relating to your physical or mental health or condition.

- Please tick this box to confirm your consent to us or any Associated Company Processing any such sensitive personal data solely for the purposes set out in this statement.
- If you are happy for us or any Associated Company to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

If at any time you wish us or any Associated Company to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 0207-469-2800 or in writing at:

Foster Denovo Limited, 1<sup>st</sup> Floor, 8 Eastcheap London EC3M 1AE

You may be assured that we and any Associated Company will treat all personal data and sensitive personal data as confidential and will not process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

**Declaration**

I/We acknowledge receipt of the Client Agreement Letter and by my/our signature(s) confirm that I/We have received this agreement.

The client agreement will come into effect from the date of acceptance of this agreement which will be confirmed by the date provided in the box below, unless otherwise stated.

Name..... Signed..... Dated.....

Name ..... Signed..... Dated.....