

Quantum Wealth Management (Pty) Ltd

Registration number 2001/020621/07

FSP862 Category I and II

(“the Company”)

Quantum Fund Managers (Pty) Ltd

Registration number 2013/208134/07

FSP46340 Category II

(“the Company”)

Conflict Of Interest Management Policy

(“the Policy”)



1. Policy approval and information

Policy owner	Board of directors			
Policy type	Compliance			
Approver's signature				
Approved by (this version)	Stefan Greeff			
Adopted by (this version)	Board of directors			
Approval date (this version)	October 2023			
Version number	V01.01 (1 st version created by Soundsolve Compliance)			
<u>Summary of policy history</u>				
<u>Version number</u>	<u>Drafted/adapted/reviewed by</u>	<u>Creation/review date</u>	<u>Approved by</u>	<u>Approval date</u>
V01.01	Gigi Vorlaufer	January 2020	N/A	N/A
V01.02	D Kielblock	March 2023	N/A	N/A
V01.03	S Greeff	October 2023	N/A	N/A

2. Purpose and scope

The Conflict of interest management policy is prescribed in terms of the General Code of Conduct for Authorised Financial Services Providers and Representatives, as amended or substituted from time to time (the Code), published under the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS), through the Financial Sector Regulation Act 9 of 2017 (FSRA). A Financial Services Provider (FSP) and its representatives must avoid conflicts of interests with their investors or prospective investors. If any conflicts of interest cannot be avoided, the conflict of interest must be mitigated. Therefore, every FSP must adopt, maintain and implement a Conflict of interest management policy. The Company strives to apply the highest standards of ethical behaviour during the conduct of its business activities, and this behaviour is expected of all its employees and associates.

In addition to the FAIS requirement, Directive PF No. 8: Prohibition on the acceptance of gratification, published under the Pension Funds Act 24 of 1956 (PFA), through the FSRA, imposes more stringent requirements on board members, principal officers, deputy principal officers, employees, auditors, valuers, administrators, employees of administrators, other officers, or other service providers (including financial advisers and investment managers), of retirement funds.



The Company always aims to act in the best interest of investors and potential investors, and in this regard, the Policy is intended to provide for the management of conflicts of interest, by providing:

- 2.1. a mechanism for identifying conflicts of interest
- 2.2. measures to avoid conflicts of interest
- 2.3. reasons for not being able to avoid conflicts of interest
- 2.4. measures to mitigate conflicts of interest
- 2.5. measures for disclosing conflicts of interest
- 2.6. processes, procedures and internal controls to facilitate compliance with the policy
- 2.7. consequences of non-compliance with the policy

The Company is committed to Treating Customers Fairly (TCF), and is embedding this culture into the business, by ensuring that:

- 2.8. Investors can be confident they are dealing with a company where TCF is central to the corporate culture.
- 2.9. Products and services marketed and sold in the retail market are designed to meet the needs of identified investor groups and are targeted accordingly.
- 2.10. Investors are provided with clear information and are kept appropriately informed before, during and after the point of sale.
- 2.11. Where advice is given, it is suitable and takes account of investor circumstances.
- 2.12. Products perform as the Company has led investors to expect, and service is of an acceptable standard, and as they have been led to expect.
- 2.13. Investors do not face unreasonable post-sale barriers imposed by the Company, to change product, switch providers, submit a claim or make a complaint.

This Policy also considers the principles embodied by the Companies Act (No. 71 of 2008) and the King Code of Governance for South Africa 2009 (King IV).

This policy is applicable to all employees of the Company and its subsidiaries, including but not limited to Key Individuals and Representatives, and all relationships with third parties.

3. Definitions

- 3.1. **Associate**, in relation to a natural person, means:
 - A spouse, life partner or civil union partner
 - A child, including a stepchild, adopted child and a child born out of wedlock
 - A parent or stepparent
 - A person legally responsible for managing the affairs of or meeting the daily care needs
 - A spouse, life partner or civil union partner of the persons referenced in (ii) to (iv) above
 - A person who is in a commercial partnership

Associate, in relation to a juristic person,



- which is a company, means any subsidiary or holding company of that company, any other subsidiary of the holding company, and any other company of which the holding company is a subsidiary
- which is a close corporation, means any member of the close corporation
- which is not a company or close corporation, means another juristic person which would have been a subsidiary or holding company of the first-mentioned juristic person, if the first mentioned juristic person had been a company, and where the other juristic person is also not a company, where both the juristic persons had been companies
- means any person whose directions or instructions are followed by the board of directors (companies) or the governing body (non-companies)

Associate, in relation to any person, means the board of directors (companies) or the governing body (non-companies), who follow the directions or instructions of the aforementioned person, and includes any trust controlled or administered by that person.

3.2. Company means a company under the Companies Act 71 of 2008.

3.3. Conflict of interest means any situation in which an FSP or representative has an actual or potential interest that may, in rendering a financial interest to an investor:

- Influence the objective performance of his, her or its obligations to that investor; or
- Prevent an FSP or representative from rendering an unbiased and fair financial service to that investor, or from acting in the interests of that investor,

Including, but not limited to, a financial interest, an ownership interest, any relationship with a third party.

3.4. Directive PF No. 8 is applicable to board members, principal officers, deputy principal officers, employees, auditors, valuers, administrators, employees of administrators, other officers, or other service providers (including financial advisers and investment managers), of retirement funds.

3.5. Distribution channel means:

- Any arrangement between a product supplier or any of its associates, and one or more FSP or any of its associates, in terms of which any support or service is provided to the FSP or FSPs, in rendering a financial service to an investor
- Any arrangement between two or more FSPs or any of their associates, which arrangement facilitates, supports or enhances a relationship between the FSP or FSPs and a product supplier
- Any arrangement between two or more product suppliers or any of their associates, which arrangement facilitates, supports or enhances a relationship between an FSP or FSPs and a product supplier.

3.6. Fair value has the meaning assigned to it in the financial reporting standards adopted or issued under the Companies Act 71 of 2008.



3.7. Financial interest for persons falling outside the scope of Directive PF No. 8 means any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration, **other than**:

- An ownership interest
- Training, that is not exclusively available to a selected group of FSPs or representatives, on:
 - Products and legal matters relating to those products
 - General financial and industry information
 - Specialised technology systems of a third party, necessary for the rendering of a financial service, but excluding travel and accommodation associated with that training.

3.8. Financial interest for persons falling inside the scope of Directive PF No. 8 means:

- 3.8.1.1.1. **Gratification** (viewed objectively) that creates a conflict of interest with their fiduciary duty towards the retirement fund
- 3.8.1.1.1.1. For training to be permitted, all costs for the training, travel and accommodation should be paid for by the retirement fund. If a service provider provides free training to a retirement fund, the retirement fund should pay for the travel and accommodation. The training costs must be reasonably justified.
- 3.8.1.1.1.2. For training to be permitted, the training provided by service providers to the retirement fund industry, should be open to the general public, or to a general category of persons.
- 3.8.1.1.1.3. For business related meals to be permitted, the meals must be legitimately for the purpose of conducting business with the retirement fund, and the costs must be reasonably justified. The affected persons are required to declare all business meals paid for by service providers in the gifts register (conflicts of interest register).
- 3.8.1.1.2. Token gifts exceeding R500 in any calendar year, from any one service provider
- 3.8.1.1.3. **Gratification** relating to local or international due diligences, including, but not limited to, subsistence, travel, or accommodation
- 3.8.1.1.3.1. If a due diligence, or other retirement fund related activity, is necessary, all costs, including travel and accommodation, must be paid by the retirement fund. A service provider is not permitted to pay for such costs. After a due diligence, or other retirement fund related activity, the officer concerned, should produce a written report to the board.
- 3.8.1.1.4. **Gratification** relating to local or international entertainment or sporting events, including, but not limited to, subsistence, travel, or accommodation
- 3.8.1.1.4.1. Affected persons are NOT PERMITTED to accept invitations to entertainment events paid for by service providers. This includes, but is not limited to, breakfasts, lunches, dinners, coffee, drinks, sporting events, hunting, jazz festivals, concerts, etc.
- 3.8.1.1.5. Conferencing costs, or board of fund expenses.

3.9. Gratification means:



- 3.9.1.1.1. Money, whether in cash or otherwise
- 3.9.1.1.2. Donation, gift, loan, fee, reward, valuable security, property, or interest in property of any description, whether movable or immovable, or any similar advantage
- 3.9.1.1.3. Avoidance of a loss, liability, penalty, forfeiture, punishment, or other disadvantage
- 3.9.1.1.4. Office, status, honour, employment, contract of employment or services, any agreement to give employment, or render services, in any capacity, and residential or holiday accommodation
- 3.9.1.1.5. Payment, release, discharge, or liquidation, of any loan, obligation, or other liability, whether in whole, or in part
- 3.9.1.1.6. Forbearance to demand any money, or money's worth, or valuable thing
- 3.9.1.1.7. Other service, or favour, or advantage, of any description, including protection from any penalty, or disability, incurred, or apprehended, or from any action, or proceedings of a disciplinary, civil, or criminal, nature, whether, or not, already instituted, and includes the exercise, or the forbearance from the exercise, of any right, or any official power, or duty
- 3.9.1.1.8. Right or privilege
- 3.9.1.1.9. Real, or pretended, aid, vote, consent, influence, or abstention from voting
- 3.9.1.1.10. Valuable consideration, or benefit, of any kind, including any discount, commission, rebate, bonus, deduction, or percentage but excludes remuneration paid by a sponsor of a retirement fund, to a board member appointed by the sponsor of a retirement fund.

3.10. Holding company means a holding company, as defined in the Companies Act 71 of 2008.

3.11. Immaterial financial interest for persons falling outside the scope of Directive PF No. 8 means any financial interest with a determinable monetary value, the aggregate of which **does not exceed R1 000 in any calendar year, from the same third party, in that calendar year**, received by, or offered to:

- An FSP, who is a sole proprietor
- A representative, for that representative's direct benefit
- An FSP, who for its benefit or for that of some, or all, of its representatives, aggregates the immaterial financial interest paid to its representatives.

3.12. Immaterial financial interest for persons falling inside the scope of Directive PF No. 8 means **token gifts, the aggregate of which does not exceed R500 in any calendar year, from any one service provider**. Token gifts are gifts usually given at year end, which may include pens, diaries, desk calendars, calendars, mugs, and other indulgences, such as chocolates, biscuits, or beverages, which is a token of goodwill.

3.13. New entrant means a person who has never been authorised as an FSP or appointed as a representative by any FSP.



3.14. Ownership interest means:

- Any equity or proprietary interest, for which fair value was paid by the owner, at the time of acquisition, other than equity or a proprietary interest held as an approved nominee, on behalf of another person
- Includes any dividend, profit share or similar benefit derived from that equity or ownership interest.

3.15. Sign-on bonus means:

- any financial interest offered or received (directly or indirectly), upfront or deferred, and with or without conditions, as an incentive to become an FSP or representative.
- a financial interest, referred to above, includes, but is not limited to:
 - compensation for:
 - potential or actual loss of any benefit, including any form of income, or part thereof
 - cost associated with the establishment of an FSP's or representative's business or operations, including the sourcing of business, relating to the rendering of financial services
 - a loan, advance, credit facility or any other similar arrangement.

3.16. Subsidiary means a subsidiary, as defined in the Companies Act 71 of 2008.

3.17. Third party means:

- A product supplier
- Another FSP or its representatives
- An associate of a product supplier or an FSP
- A distribution channel
- Any person, who in terms of an agreement or arrangement with a person referenced in (i) to (iv) above, provides a financial interest to an FSP or its representatives.

4. Roles and responsibilities

4.1. Board of directors maintains overall responsibility for the Policy, which may be delegated to the relevant stakeholders for implementation. It is responsible for drafting, implementing and approving this Policy. It must ensure that all employees and associates are aware of the Policy, and understand the contents thereof, and provide training and awareness to facilitate this.

4.2. Key Individuals, in terms of FAIS, are responsible for the oversight and management of the business activities within the FSPs for which they are appointed as Key Individuals, or certain aspects of thereof.

4.3. Governance structure

The Company must have governance structures in place, to ensure compliance with this Policy. The Compliance Function must have an overview of the general and specific compliance requirements, as well as identify other potential or actual conflicts of interest, which have not previously been identified.



4.4. Representatives are authorised to provide intermediary services and/or advice to existing and potential investors, in terms of FAIS, within the FSPs for which they are appointed as Representatives. They have a specific regulatory obligation to comply with this Policy. Representatives must ensure that they do not receive financial interests, including remuneration, for:

- Giving preference to the quantity of business secured, to the exclusion of the quality of the service rendered to investors.
- Giving preference to a specific product supplier, where a representative may recommend more than one product supplier to an investor.
- Giving preference to a specific product of a product supplier, where a representative may recommend more than one product of that product supplier to an investor.

4.5. FAIS Compliance Officers must monitor compliance with this Policy, and report non-compliance to the Board of Directors. They must provide guidance and training to employees, to assist them in understanding the Policy and their obligations thereto.

4.6. Employees must ensure that they understand this Policy, and comply with it at all times. They must continuously assess their own environment, to identify any actual or potential conflicts of interest, and take the appropriate course of action, in terms of the Policy. Employees must be cognisant of the consequences of non-compliance with the Policy.

5. Duties of FSPs and representatives

5.1. An FSP or representative must always render financial services honestly, fairly, with due skill, care and diligence, and in the interests of clients, and the integrity of the financial services industry.

5.2. When an FSP or representative renders a financial service:

5.2.1. representations made and information provided, to a client:

- 5.2.1.1. must be factually correct
- 5.2.1.2. must be provided in plain language, avoid uncertainty or confusion, and not be misleading
- 5.2.1.3. must be adequate and appropriate, in the circumstances of the particular financial service, taking into account the factually established, or reasonably assumed, level of knowledge of the client
- 5.2.1.4. must be provided timeously, so as to afford the client reasonably sufficient time to make an informed decision about the proposed transaction
- 5.2.1.5. may (subject to the provisions of the General Code) be provided orally, and, at the client's request, confirmed in writing, within a reasonable time after the request



- 5.2.1.6. must, where provided in writing, or by means of standard forms or format, be in clear and readable print size, spacing and format
 - 5.2.1.7. must, as regards all amounts, sums, values, charges, fees, remuneration or monetary obligations mentioned, or referred to therein, and payable to a product supplier or FSP or representative, be reflected in specific monetary terms: Provided that, where any amount, sum, value, charge, fee, remuneration or monetary obligation is not reasonably pre-determinable, its basis of calculation must be adequately described
 - 5.2.1.8. need not be duplicated, or repeated, to the same client, unless material or significant changes, affecting that client occur, or the relevant financial service renders it necessary, in which case, the disclosure of changes to the client must be made without delay
- 5.2.2. An FSP or representative must avoid, and where this is not possible, mitigate, any conflict of interest between the FSP or representative and the client.
- 5.2.3. The FSP or representative must (in writing) at the earliest reasonable opportunity:
- 5.2.3.1. disclose to the client, any conflict of interest in respect of that client, including:
 - 5.2.3.1.1. measures taken to avoid or mitigate the conflict, in accordance with the conflict of interest management policy of the FSP
 - 5.2.3.1.2. any ownership interest or financial interest, other than an immaterial financial interest, that the FSP or representative may be, or become, eligible for
 - 5.2.3.1.3. the nature of any relationship or arrangement with a third party that gives rise to a conflict of interest, in sufficient detail to the client, to enable the client to understand the exact nature of the relationship or arrangement, and the conflict of interest
 - 5.2.3.2. inform a client of the conflict of interest management policy, and how it may be accessed
- 5.2.4. The service must be rendered in accordance with the contractual relationship, and the reasonable requests or instructions of the client, which must be executed as soon as reasonably possible, and with due regard to the interests of the client, which must be accorded appropriate priority over any interests of the FSP or representative.
- 5.2.5. The transactions of the client must be accurately accounted for.
- 5.2.6. The FSP or representative involved must not deal in any financial product for own benefit, account or interest, where dealing is based upon advance knowledge of pending transactions, for or with clients, or on any non-public information, disclosure of which would be expected to affect prices of the product (insider trading/market abuse).



5.3. The FSP or representative must have appropriate procedures and systems in place to:

5.3.1. record verbal and written communications, relating to the financial service rendered to the client

5.3.2. store and retrieve records, and any other material documentation relating to the client or the financial service rendered to the client

5.3.3. Keep client records and documentation safe from destruction

5.4. All records must be kept for a period of five (5) years after termination, to the knowledge of the FSP or representative, of the product concerned or, in any other case, after the rendering of the financial service concerned.

5.5. FSPs and representatives are not required to keep records themselves, but must ensure that they are available for inspection within seven (7) days of the Registrar's request.

5.6. Records may be kept in appropriate electronic or recorded format, which are accessible and readily reducible to written or printed form.

5.7. The FSP or representative may not disclose any confidential information acquired or obtained from a client or product supplier, in regard to the client or supplier, unless written consent of the client or product supplier (as the case may be) has been obtained beforehand, or the disclosure of the information is required in the public interest or under any law.

6. Examples of conflicts of interest

The definition of a conflict of interest is very broad, and can cover a variety of situations where an FSP or representative could have an actual or potential interest that may influence the objective performance of his, her or its obligations to that investor, or prevent an FSP or representative from rendering an unbiased and fair financial service to that investor, or from acting in the interests of that investor. Therefore, it is useful to provide examples of potential conflicts of interest that could occur within the Company:

6.1. A situation in which a director/executive, who is in a position of trust, has a competing professional or personal interest. These competing interests can make it difficult to fulfil his or her duties impartially. A conflict of interest exists even if no unethical or improper act results. A conflict of interest can create an appearance of impropriety, which can undermine confidence in the director/executive, the activity, and the Company. A conflict of interest could impair an individual's ability to perform his or her duties and responsibilities objectively.

6.2. The employment of relatives by the same entity, especially within a related department, may increase the potential for conflicts of interest (either actual or potential). Potential conflicts may arise due to nepotism, the carry-over of personal conflict into the work-place, favouritism, effects on employee morale. Therefore, where relatives are employed by the Company, it must be done in a transparent manner.



- 6.3.** Employees owning the shares of investors or associates of investors, or employees owning shares that are also held within investor portfolios, in respect of portfolios where the Company has discretion over the securities that are included in the portfolios (also refer to the Personal Account Trading Policy).
- 6.4.** Employees transacting in their business capacity, to the benefit of their personal share portfolio (also refer to the Personal Account Trading Policy).
- 6.5.** Employees making business transaction decisions that are in contradiction to trading decisions that they are making on their personal share portfolios (also refer to the Personal Account Trading Policy).
- 6.6.** Employees inadvertently becoming “insiders”, by being privy to material non-public or price sensitive information, during their interaction with third parties (also refer to the Personal Account Trading Policy).
- 6.7.** Employees are remunerated or have an element of their remuneration that:
 - Gives preference to the quantity of business secured, to the exclusion of the quality of the service rendered to investors
 - Gives preference to a specific product supplier, where a representative may recommend more than one product supplier to an investor
 - Gives preference to a specific product of a product supplier, where a representative may recommend more than one product of that product supplier to an investor.
- 6.8.** A financial or other incentive that favours the interests of one investor over another.
- 6.9.** Selling is incentive driven, rather than advice driven.
- 6.10.** Market structures lead to conflicts of interest, especially around remuneration and outsourcing. Complicated relationships compromise accountability between product suppliers and intermediaries, often leaving the investor unclear on the true cost of advice and on who the intermediary represents.
- 6.11.** Employees having outside business interests that compete or provide similar services to the Company.
- 6.12.** The Company, an associate, department or employee realises a financial gain, at the expense of an investor(s).
- 6.13.** The interests of the Company, an associate, department or employees may be different to those of investors.
- 6.14.** The Company, an associate or an employee exercises the same professional activity as an investor.
- 6.15.** The Company, an associate, department or employees gain an advantage (whether financial or not) from a third party, during the execution of the service conducted on behalf of an investor.



- 6.16. The Company may cast proxy votes that are consistent with an investor's investment strategies, which may conflict with the investment strategies of other investors, in instances where the Company may cast proxy votes.
- 6.17. The Company, an associate or its representatives, using the discretion to render financial services to investors, may invest into associates, its own products, or products of its associates.
- 6.18. Commission or fee sharing arrangements and broker allocation.

7. **Identifying and avoiding conflicts of interest**

Actual conflicts or potential conflicts of interest are identified and avoided in various ways, as follows:

- 7.1. Employees are trained on understanding what conflicts of interest are, making them aware of their obligation to identify specific circumstances that may give rise to conflicts of interest, and they are trained on the contents of the Policy. As part of this training, employees are provided with examples of potential conflicts of interest, which are described elsewhere in the Policy.
- 7.2. The policy must be incorporated, by way of reference, in the employment contracts of each employee, and employees must sign that they have received and understand the contents of the policy.
- 7.3. Management must assess the business activities and relationships affecting their business areas, to identify actual or potential conflicts of interests. All instances must be reported to the Compliance Function.
- 7.4. Management must assess the remuneration models of employees and those within the distribution channel, to ensure that the remuneration models do not create actual or potential conflicts of interest. If a conflict is identified, steps must be taken to amend the affected remuneration model, and the conflict must be reported to the Compliance Function.
- 7.5. Employees must continuously assess their own situations, and be vigilant in identifying actual or potential conflicts of interest, which must be reported to the Compliance Function. If an employee is uncertain as to whether a specific situation poses a conflict or not, they should discuss this with management, and obtain guidance from the Compliance Function.
- 7.6. Employees should embrace the culture of compliance, and should aim to avoid conflicts, rather than mitigate them.
- 7.7. Training must not be exclusively available to a select group of FSPs or representatives.
- 7.8. The FSP and its employees are NOT permitted to RECEIVE or OFFER financial interests FROM OR TO a THIRD PARTY, EXCEPT FOR:



- 7.8.1. Commission (authorised by the Long-term Insurance Act or the Short-term Insurance Act).
 - 7.8.2. Commission (authorised by the Medical Schemes Act).
 - 7.8.3. Fees (authorised by the Long-term Insurance Act, Short-term Insurance Act or Medical Schemes Act), ONLY IF the fees are reasonably commensurate to the service being rendered.
 - 7.8.4. Fees for the rendering of a financial service, where commission or fees, referenced in the points above, is not paid, and ONLY IF those fees:
 - 7.8.4.1. Are specifically agreed to by an investor in writing, and
 - 7.8.4.2. May be stopped at the discretion of that investor.
 - 7.8.5. Fees or remuneration for the rendering of a service to a Third party, ONLY IF the fees or remuneration are reasonably commensurate to the service being rendered.
 - 7.8.6. Immaterial financial interests (subject to any other law).
 - 7.8.7. Financial interest, not referenced in the other points above, for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest, is paid for the financial interest received, at the time of receipt thereof, by the FSP or employee.
- 7.9.** Employees may NOT be remunerated or have an element of their remuneration that:
- 7.9.1. Gives preference to the quantity of business secured, to the exclusion of the quality of the service rendered to investors.
 - 7.9.2. Gives preference to a specific product supplier, where a representative may recommend more than one product supplier to an investor.
 - 7.9.3. Gives preference to a specific product of a product supplier, where a representative may recommend more than one product of that product supplier to an investor.
- 7.10.** No person may offer or provide a sign-on bonus to any person, other than a new entrant, as incentive to become a Category I FSP or representative that is authorised or appointed to give advice.
- 7.11.** Employees are required to disclose the offering and receiving of financial interests, personal account trading, outside business interests and any other actual or potential conflict of interest, quarterly. The financial interests are reviewed by the Compliance Function, to ensure that they are all immaterial financial interests. Any non-compliance is first reported to management and the relevant committees, and upon full investigation, to the regulator, if necessary.
- 7.12.** The Compliance Function will circulate a Conflict Of Interest Disclose biannually and should there appear to be any actual or potential Conflicts of interest, the Compliance Function will discuss these with senior management, to establish whether a conflict actually exists. If a conflict exists, it must be determined whether the conflict can be avoided, and take the necessary action to do so. If the conflict cannot be avoided, action must be taken to mitigate the conflict of interest. Conflicts with specific investors will be disclosed directly to those affected investors, by the relevant representatives.
- 8. Reasons for not being able to avoid conflicts of interest**



- 8.1. Conflicts of interest with associates and/or products of associates often cannot be avoided, because investments may include products and/or securities of associates.

9. Measures for mitigating & disclosing conflicts of interest

- 9.1. Conflicts of interest are mitigated in various ways, as follows:
 - 9.1.1. The conflicts of interests with regards to associate companies and products are disclosed in presentations to investors and relevant company marketing material.
 - 9.1.2. The list of associate companies and the product list is appended to the Policy.
 - 9.1.3. The various aspects referenced elsewhere in the Policy, in respect of identifying and avoiding conflicts of interest.

10. Processes, procedures & internal controls to facilitate compliance with the policy

- 10.1. In order to facilitate compliance with the Policy, the following processes, procedures and internal controls must be adhered to by all employees and their associates:
 - 10.1.1. The Policy must be available on all the Company websites and intranet sites, and must be easily accessible.
 - 10.1.2. Investors must be informed of the Policy, and must be advised on how to access the Policy. This information must be included on all relevant material sent to investors, and must also be included on all presentations made to investors.
 - 10.1.3. If a conflict of interest arises, with respect to an investor, the relevant representative must notify their manager and the affected investor, in writing, of the nature of the conflict of interest, and the measures that have been taken to avoid or mitigate the conflict of interest. This includes the notification to an investor of an ownership interest or financial interest (excluding an immaterial financial interest) affecting that investor, as well as providing investors with sufficient detail relating to the nature of relationships with third parties, that give rise to conflicts of interest.
 - 10.1.4. The various aspects referenced elsewhere in the Policy, in respect of identifying and avoiding conflicts of interest.
 - 10.1.5. Annually, the Compliance Function will perform an extensive monitoring review of all disclosures made for the previous financial year, and report to management and the committees accordingly.
 - 10.1.6. Employees may never receive or offer any travel or accommodation.



10.1.7. The Compliance Function will provide training and awareness to employees, as part of the monitoring programme, in respect of the Policy and conflicts of interest in general.

11. Consequences of non-compliance with the policy

11.1. All employees, including management, are obliged to comply with the Policy, and it is a condition of employment. Non-compliance is a breach of his/her employment contract, and is considered to be an action of misconduct, and as such, employees may be subject to disciplinary action, that may lead to dismissal. The human resources department will be approached with regards to the disciplinary action process, to ensure that the process is followed in the prescribed manner. In respect of non-compliance, reports made by the Compliance Function, Internal Audit, External Audit, and Regulators, will be considered, for appropriate action to be taken.

11.2. Non-compliance by Key Individuals and Representatives, in respect of the obligations in terms of FAIS, will be seen in a serious light, and will be addressed accordingly. Key Individuals and Representatives may also be subject to debarment, in terms of FAIS, dependant on the seriousness of the offence and/or the continued repetition of offences. Avoidance, circumvention or limitation of the Policy, will be deemed to be non-compliance.

APPENDIX A OWNERSHIP INTERESTS

Third parties that hold an ownership interest

- NONE

Third parties in which the FSP hold ownership interests

- NONE

APPENDIX B ASSOCIATES

- NONE