CONFLICT OF INTEREST POLICY

This conflict of interest policy provides for identifying, managing, avoiding and disclosing potential conflicts of interest. It will be reviewed regularly to ensure that it meets legal requirements and reflects best practice, and I will ensure annual ensure refresher training.

Breach of this policy is a serious matter that could cause harm to the FSP and also could result in disadvantaging certain clients and will therefore be actioned accordingly.

1 DEFINITIONS

Conflict of interest: This applies when we render a financial service and where we have an actual or potential interest that may:

- influence the objective performance of obligations
- prevents the rendering an unbiased and fair financial service
- prevents acting in the interests of clients

This includes, but is not limited to:

a) a financial interest (Cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration, and includes travel and accommodation in respect of training)
b) an ownership interest (any ownership interest which was bought for fair value, and any dividend, profit share or similar benefit derived from this)
c) any relationship with a third party - A third party is:

- a product supplier or its associate
- another financial services provider or its associate
- a distribution channel
- any person who provides a financial interest to a provider/ representative as result of an agreement with a product supplier or its associate
- any person who provides a financial interest to a provider/ representative as result of an agreement with another FSP or its associate

It is enough that there is a potential or perceived conflict of interest, an actual conflict of interest does not need to be present.

2 POLICY

As fiduciaries, Directors have a common law duty as well as a statutory duty to avoid any conflict of interest and to act in the best interest of the organisation at all times. Failure in statutory and/or fiduciary duties of conduct expected from Directors could lead to personal liability and exposure.

Directors and staff may not permit personal interests to conflict, or appear to conflict, with the interests of the FSP, clients or affiliates. As fiduciaries, Directors have a common law duty as well as a statutory duty to avoid any conflict of interest and to act in the best interest of the organisation at all times.

We do not permit or condone Illegal and unethical conduct and will not compromise principles for short-term advantage. Directors and staff must adhere to high standards of personal and professional integrity. This includes but is not exclusive to:

- Real or perceived financial gain resulting from recommendations to clients at a cost to the client.
- An outcome in service delivery or a transaction that may differ from the real interest of the client.
- Any non-cash incentives that may be received by the business from affecting any transaction or product.
- Effecting a transaction or product that may result in a benefit to a party other than in the normal course of business and at the expense of the client.

Directors must at all times adhere to the statutory requirements set out in s75 of the Companies Act relating to the declaration/disclosure of personal financial interests (as defined in the Act) of the individual and related parties. The Companies Act defines "personal financial interest" as:

a) a direct material interest of that person, of a financial, monetary or economic nature, or to which a monetary value may be attributed; but
b) does not include any interest held by a person in a unit trust or collective investment scheme in terms of the Collective Investment Schemes Act, 2002 (Act No. 45 of 2002), unless that person has direct control over the investment decisions of that fund or investment.

‘‘material” means significant in the circumstances of a particular matter, to a degree that is:

(a) of consequence in determining the matter; or
(b) might reasonably affect a person’s judgement or decision-making in the matter.

The onus of proof on Directors is to prove on a balance of probabilities that they performed the necessary investigations in order to identify their own possible conflicting interests, and also those of staff and of any related party, and that these have been disclosed and actioned appropriately.

The ultimate objective is to ensure that our clients at all times receive the best possible service.

3 IDENTIFYING CONFLICTS OF INTEREST

We must:

a) identify actual or potential conflicts of interest;
b) assess and evaluate those conflicts; and
c) decide upon, and implement, an appropriate response to those conflicts.

Directors, staff and compliance officers are responsible for identifying specific instances of conflict and for following the correct procedure in terms of this. These must be reported to the KI, together with actions followed.

4 MANAGING CONFLICTS OF INTEREST

When any staff member suspects a potential conflict of interest, he or she should follow the conflict of interest procedure. Conflicts of interest must be identified and if possible, avoided. Where this is not possible, actual or potential conflicts must be mitigated and disclosed before any services are provided. This means providing clear, concise and effective disclosure so that the client can make an informed decision about how the conflict might affect the relevant service. This applies regardless of whether the decision was made to stop doing business or continue with the business, despite the existence of the conflict.

In assessing whether a conflict is material or of a lesser nature, consideration must be given to the impact that such a conflict will have on the organisation's reputation, financial loss and internal erosion of ethical standards.

- Where a conflict will have a serious potential impact on clients or the business, it will be avoided.
- Where a conflict leads to advice or action that is inappropriate or compromises a client's interests, we will not rely on disclosure but will avoid or mitigate the situation.

5 DECLARING CONFLICTS OF INTEREST

Declarations of Conflict of Interest shall form a standard item on the Agenda prior to any formal business being conducted immediately after the standard formalities forming part of the opening of Board meetings. The chair shall specifically ask members whether any has any conflict of interest to declare in respect of a matter on the agenda and allow time for members to respond.

In the event of a member answering in the affirmative and proceeding to declare such conflict, the chair shall ensure that such declaration is duly noted by the meeting and recorded in the minutes of the meeting and that the meeting applies its mind to the nature, extent and potential implications of the declaration.

The meeting shall determine whether the interest declared is of such a nature that the principles of good corporate governance (or the provisions of the company's memorandum of incorporation or a relevant policy) require the Board to request the conflicted member to leave the meeting or to take such other steps as deemed appropriate under the circumstances.

Where a conflict cannot reasonably be avoided, the impact must be mitigated, and we must fully disclose the situation, in writing, before proceeding or before any services are provided.

It is important for the preservation of the corporate integrity that these disclosures are made at all times.

6 ASSOCIATES AND 3RD PARTIES

An association with, or third party in which an interest is held, may be perceived as a conflict of interest. Associations and interests include common Directorships, Key Individuals and representatives on multi- FSPs, group structures, common shareholding or interests in other businesses etc. To mitigate this, it is our policy to fully disclose all relationships in enough detail so that stakeholders can understand the nature of the relationship or arrangement and the actual or potential conflict of interest.

We do not have any associates or third-party relationships with any FSP's.

7 PERSONAL INTERESTS

Personal interests can constitute a conflict of interest. Personal interests include working relationships or financial interests with immediate family Directors or relatives which may negatively impact the services I provide. In such instance, this will be fully disclosed.

8 FINANCIAL INTERESTS

Holding a financial interest in a business concern that is a supplier, client, partner, subcontractor, or competitor of the business can constitute a conflict of interest. We have the following interests: Graeme Turner is a shareholder of Anglorand Forex (Pty) Ltd as well as in Smart Solar (Pty) Ltd.

9 THIRD PARTY NAMED PORTFOLIOS

There is an identified potential conflict of interest where the business acts as both advisor and investment manager to the same portfolio. We do not provide advice, only intermediary services and do not receive remuneration twice for the same actions.

10 INDEPENDENCE

We may not describe our organisation or the financial services we render as "independent" if there is any direct or indirect:

- ownership interest, or
- arrangement or relationship (which may constitute a conflict of interest)

with any product supplier whose products we utilise.

Where more than 30% of our income is received from a provider or their associate, or where we have interest of 10% or more in any product provider or their associate, this will be disclosed in our disclosure notice and added to our Conflict of Interest Register.

11 INSIDER TRADING

"Insiders" may not trade in, or recommend the sale or purchase of any securities, where the information they have regarding the securities is "material". Where inside information is important enough to influence any person to buy or sell securities, the insider may not trade, sell or make any recommendations to anyone regarding this. Anyone in the FSP in possession of material information not available to the public is an "insiders." Spouses, friends, suppliers, brokers, and others who may have acquired the information directly or indirectly are also "insiders." The following rules apply:

- Material information in respect of the FSP may not be disclosed anyone except authorised persons, until it has been publicly released.
- No person may buy or sell securities when they have knowledge of material information concerning the business, until it has been disclosed to the public and the public has had sufficient time to absorb the information.
- Employees may not buy or sell shares based on inside information, where the share price may be affected by the information
- Information must be reported accurately and honestly, and as required
- Competitor intelligence may not be gathered illegally, and no person may act on illegally obtained information.
- Exaggerating or disparaging comparisons of the services and competence of competitors must be avoided.

Misuse of material inside information in connection with trading in securities can expose the FSP and the individual to legal liability and penalties.

12 INCENTIVES AND REMUNERATION

The FSP only receives regulated commissions or agreed fees. Where we charge fees, these are reasonable, agreed to by the client and commensurate with the services we provide, taking into account the nature of the service and the resources, skills and competencies reasonably required for performance. Fee payments will not result in our being paid twice for the same service.

Clients must agree to the amount, frequency and payment method of fees and the details of the services which are to be provided before any service is provided. These fees can be stopped at any point at the discretion of the client.

Our representatives are remunerated in accordance with their experience.

We do not allow representatives to obtain any financial interest:

- In respect of the quantity of business secured without also giving due regard to the delivery of fair outcomes for clients and quality of the service rendered
- For giving preference to specific product supplier where a representative may recommend more than one product supplier to client or
- For giving preference to a specific product of a product supplier, where a representative may recommend more than one product supplier to a client.

13 REFERRAL REMUNERATION

The receipt or payment of referral commission or fees may be deemed an actual or potential conflict of interest. This is a common practice in the industry and is permitted, provided:

- Referral fee arrangements are approved and agreed in writing, before implementation, and no client is treated unfairly or prejudiced in any way.
- The referral agreement must record the terms and conditions of the agreement. Fee arrangements and disclosure requirements must be included.
- The referrer has the client's written consent to their information, before providing the referral

Confirmation must be provided in writing to the client that the referred matter does not present a conflict of interest. The client must be provided with full details of compensation, consideration, or benefit received from, or paid to, the referring, or referred person. This must be in clear language and stipulate the parties, the amount, and the reason for the consideration.

Details : This is confirmed by an agreement and/or IB Agreement signed and agreed upon by all parties involved.

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15 OUTSIDE RELATIONSHIPS

Directors and staff must avoid using any business contacts to advance private business or personal interests at the expense of the FSP, clients or affiliates.

Where a Member or a member of staff is an employee, officer, member, consultant, representative, or agent for a supplier, client, partner, subcontractor, or competitor, this will be fully disclosed and logged in the Conflict of Interest Register.

Currently, the position is as follows: - No conflicts of interests' exist.

16 COMPETITORS

We do not gather competitor intelligence using illegitimate means and refrain from acting on knowledge which has been gathered in such a manner. Directors and staff are not permitted to make exaggerating or disparaging comparisons of the services and competence of competitors.

17 CLIENT ENGAGEMENT

No unsolicited personal visits to any client may be made without such client's informed consent, or unless this is pursuant to an agreed service level with such client. When making a personal visit or telephone contact, a representative must immediately:

(a) identify himself or herself by name, and the name of the organisation
(b) where a call is being recorded, inform the client that the telephone contact is being recorded
(c) where relevant, disclose the source of the business lead or referral supporting the contact

Where a client requests that no future personal visit or telephone contact is made again for sales and marketing purposes, or for any other reason, this must be recorded in the "OPT-OUT" register and procedures must be implemented to ensure compliance.

18 GIFTS, BRIBES AND INDUCEMENTS

Bribes, kickbacks, gifts, gratuities, fees, bonuses, inducements or excessive entertainment or other similar remuneration or consideration may not be given to or received from anyone in order to attract or influence business activity.

The FSP, and its Representatives may receive gifts, sporting tickets, vouchers or other items from a product provider, or other financial services provider, or their associate, to the maximum value of R1 000 (one thousand rand) per calendar year, per provider. This provision also applies to invitations to any functions, including lunches, dinners, training interventions and prize-giving. Any gifts over the value of R1 000 (annual calendar year total) will not be accepted and must either be returned or paid for. Details of all gifts, both received and given, are registered in the non-cash incentive and gifts register within 5 working days of receipt.

The FSP may not bundle Representative allowances and use this as a “bulk” permission e.g 5 representatives, R5 000 golf day sponsorship from a supplier.

19 SOFT COMMISSIONS

Soft commission is commission given in a non-cash form. Soft commission frequently raises problems due to lack of transparency and in an investment context because investor funds may be used to pay soft commission in ways that are not apparent to them. We must not enter into any soft commission agreement unless this arrangement is in writing, and in the interests of clients. Where a soft commission agreement is in place, the following conditions apply:

- any business transacted under a soft commission agreement must not conflict with best interests of clients;
- where a client may be affected by a soft commission agreement, full disclosure of the agreement must be made, including how the soft commission agreement may affect them, before the transaction is complete;
- a copy of the soft commission agreement must be made available to the client on request;
- goods or services received under a soft commission agreement must be used to assist in the provision of services to clients; and
- clients must be provided with full details of any changes in the policy on soft commission agreements promptly after implementation of any such changes.

20 CONFIDENTIALITY

Proprietary, confidential, and sensitive business information about our FSP, other companies, clients, individuals and entities must be treated with sensitivity and discretion and only shared on a need-to-know basis, when there is proper authority.

No disclosure of confidential information is permitted without written permission of the client (in respect of client information) or a senior member of management. Participating in any activity that might lead to or give the appearance of unapproved disclosures of confidential information or client confidential information is not allowed.

21 TRAINING AND GENERAL AWARENESS

All staff are informed of the policy and how to access the policy when required, as well as the requirements of implementation. Annual refresher training supports ongoing compliance

22 MANAGEMENT REPORTING

Board Members and employees must report every suspected or actual conflict of interest. Once there is a conflict of interest, such persons may find it difficult to perform their duties and carry on with their work responsibilities impartially.

Staff must report every suspected or actual transgression. Once there is a conflict of interest, employees may find it difficult to perform their duties or carry on with their work responsibilities impartially.

Identified conflicts and decisions and actions in terms of these must be reported to THE Directors, who will review all conflicts on a regular basis and make recommendations regarding steps to avoid a recurrence of those aspects. Notice of the attention paid to conflict of interest must documented and must be made available to the Compliance Officer on request.

23 RECORDS

Records must be kept of conflicts identified, how these conflicts of interest are managed, and all reports (for example, records of disclosures made, and actions taken over any breaches of policies and procedures) for a period of 5 years. These will be made available for inspection by the compliance officer on request.

24 DISCLOSURE OF POLICY

All clients must be informed in writing that we have a conflict of interest policy, and where and how to access this. This disclosure is done by way of including a reference to this in the Statutory Disclosure document.

POLICY BREACH

Breach of this policy is a serious matter that could cause harm to our FSP and also could result in disadvantaging certain clients. Failure to comply will constitute both a breach of internal policy and a contravention of the General Code of Conduct for Authorised Financial Services Providers and Representatives. Any material, continued or repeated breach may result in regulatory sanction, enforcement action, or withdrawal of authorisation.

Any transgression will be dealt with under our Disciplinary Procedure and may be treated as gross misconduct which could result in dismissal.

CONFLICT OF INTEREST MANAGEMENT PROCEDURE

WHAT CONSTITUTES A CONFLICT OF INTEREST

- **Actual Conflict:** A situation that currently compromises objective judgment.
- **Potential Conflict:** A situation that could compromise judgment if circumstances change.

IDENTIFYING CONFLICTS

Conflicts may arise from:

- Personal relationships (family, close friends, partners).
- Financial interests (shares, ownership, referral arrangements).
- Outside business activities or secondary employment.
- Incentives, gifts, or benefits from product suppliers or third parties.
- Any situation that may impair independence, objectivity, or the fair treatment of clients.

THE FOLLOWING MUST BE AVOIDED

- Insider-trading-type behaviour.
- Incentives to place business with one product provider (unless objectively justified).
- Gifts or financial interests exceeding **R1 000 per year**.
- Receiving support such as office rental, equipment, or staff paid for by product suppliers.
- Disclosing confidential information without authorisation.
- Using your role to obtain personal advantages.

THE FOLLOWING MUST BE DISCLOSED

- Any personal or business relationship linked to a client, product supplier, or service provider.
- Referral-fee arrangements.
- Shareholding of 10% or more in a product supplier.
- More than 30% of revenue received from one product provider.
- Sponsored education events (excluding travel or accommodation).

GIFTS AND ENTERTAINMENT

- All gifts must be logged.
- Once the R1 000 annual gift limit per product provider is reached, no further gifts may be accepted.

REFERRAL FEES

Before entering into any referral arrangement:

- The referrer and referee must consent to sharing personal information
- A written referral agreement must be kept on file.
- All payments and related business must be logged.
- Clients must receive written disclosure of the referral and remuneration.

DISCLOSURE TO CLIENTS

Conflicts and potential conflicts, if not avoided, must be disclosed to clients before any transaction. Explain and record:

- The nature of the conflict.
- The impact.
- How it will be managed or mitigated.
- Available alternatives.

Ensure you get confirmation of this disclosure having been made to the client, before proceeding.

RECORDS

Records must be kept for **five years**.

- COI disclosure
- Maintain the COI register.
- Keep all COI information confidential.

Review COI matters annually.

DECISION PROCESS

STEP 1: IDENTIFY

Ask: “Is there an actual or potential conflict?”

- If No → No action required
- If Yes → Move to Step 2

STEP 2: ASSESS

Ask: Is it legal? AND
Is it permitted by policy? AND
Is it ethical and fair to the client?

- If No → DO NOT PROCEED. Disclose & record.
- If Yes → Move to Step 3

STEP 3: AVOID

Ask: “Can the conflict be avoided?”

- If Yes → Avoid and disclose to the client.
- If No → Move to Step 4

STEP 4: RECORD

- Record the situation, and the decision, with reasons.
- If proceeding, make sure there is full disclosure to the client **before any transaction**.