GUARDRISK

TAILORED RISK SOLUTIONS

Conflict of Interest Management Policy

GUARDRISK GROUP (PTY) LTD

Incorporating all its operating subsidiaries and associated entities

Policy Owner: Chief Risk Officer

Version 11

Contents

1. Overview

Document owner	Chief Risk Officer
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2. Introduction

Guardrisk is committed to conducting its business with integrity, transparency, and in the best interests of its clients. As a licensed financial services provider, Guardrisk is required to identify, manage, mitigate, and, where possible, avoid Conflicts of Interest that may arise in the course of rendering financial services. This commitment is anchored in the requirements of the Financial Advisory and Intermediary Services Act, 37 of 2002 (FAIS Act), its General Code of Conduct for Authorised Financial Services Providers and Representatives, and subsequent amendments introduced through Board Notice 58 of 2010, Board Notice 146 of 2014, and Government Notices 2814 and 2815 of 2022, which collectively strengthen market conduct requirements relating to Conflicts of Interest.

These legislative instruments require every financial services provider to adopt, implement and maintain an effective Conflict of Interest Management Policy. The objective is to ensure that neither Guardrisk nor its Representatives act in a manner that:

- Influences the objective performance of their obligations to clients;
- Prevents the rendering of fair, unbiased and suitable financial services; or
- Compromises acting in the client's best interests, whether through a Financial Interest, Ownership Interest, or relationships with Third-Parties.

In the financial services environment, Conflicts of Interest may naturally arise in various forms—such as remuneration structures, ownership relationships, distribution arrangements, and interactions with third-party service providers. If not properly managed, such conflicts may expose clients to unfair outcomes, undermine market integrity, and adversely affect Guardrisk's reputation and regulatory standing. Guardrisk therefore recognises that managing Conflicts of Interest is not only a regulatory obligation but a cornerstone of Treating Customers Fairly (TCF) principles.

This Policy outlines the framework adopted by Guardrisk to ensure compliance with applicable legislation and good governance practices. It establishes the internal controls, processes, and reporting mechanisms that enable the proactive identification, avoidance, mitigation, and disclosure of Conflicts of Interest. It further ensures that any Financial Interest offered or received is aligned with FAIS requirements, is commensurate with the service rendered, does not unduly influence advice or intermediary services, and does not impede the delivery of fair outcomes to clients.

Through this Policy, Guardrisk reaffirms its responsibility to uphold the highest standards of ethical conduct, maintain client trust, and promote transparent, fair, and accountable financial services. Compliance with this Policy is mandatory for all Guardrisk employees, Key Individuals, Representatives, contractors, and any persons acting on behalf of the organisation.

3. Purpose

The purpose of the Guardrisk Conflict of Interest Management Policy is to establish a comprehensive and legally compliant framework for identifying, preventing, managing, and mitigating actual or potential Conflicts of Interest across Guardrisk's FAIS impacted activities. This Policy is developed in accordance with the requirements of the Financial Advisory and Intermediary Services Act, 37 of 2002 (FAIS Act) and the General Code of Conduct for Authorised Financial Services Providers and Representatives, which mandate that every financial services provider must adopt, maintain and implement an effective Conflict of Interest Management Policy.

This Policy sets out the mandatory minimum principles and standards for the management of Conflicts of Interest across Guardrisk's FAIS impacted activities. It is designed to ensure that, while rendering financial services to clients, Guardrisk avoids any situation that may influence the objective performance of its obligations or prevent the rendering of an unbiased and fair financial service, including where the potential conflict arises from (i) a financial interest, (ii) an ownership interest, or (iii) any relationship with a third party. It further aims to deliver fair outcomes for clients in line with Treating Customers Fairly outcomes and to avoid legal liability, penalties, fines, and reputational risk, while ensuring ongoing compliance with the FAIS Act and its subordinate legislation. In support of these objectives, the Policy seeks to:

- Ensure regulatory compliance, including adherence to the FAIS Act, Board Notice 58 of 2010, Board Notice 146 of 2014, and subsequent amendments to the General Code of Conduct governing the management of Conflicts of Interest.
- Protect Guardrisk clients by preventing situations in which a Conflict of Interest could:
    - influence the objective performance of Guardrisk's duties;
    - impede the rendering of fair, unbiased, and suitable financial services; or
    - compromise acting in the best interests of clients due to a financial or ownership interest or a relationship with a third-party.
- Promote the delivery of fair client outcomes, aligned with the Treating Customers Fairly (TCF) framework, ensuring that Conflicts of Interest do not distort advice, intermediary services or decision making.
- Provide clear processes and internal controls for the identification, escalation, avoidance, mitigation, and disclosure of Conflicts of Interest in all Guardrisk business activities.
- Prevent undue influence arising from remuneration structures, incentives, gifts, ownership relationships, distribution arrangements, or any other financial interests that may compromise the independence of financial services rendered.
- Safeguard Guardrisk's reputation and reduce exposure to regulatory action, legal claims, operational risk, and financial penalties associated with unmanaged Conflicts of Interest.
- Support ethical and transparent conduct in Guardrisk's dealings with clients, suppliers, intermediaries, representatives, and other stakeholders.

Guardrisk affirms its commitment to maintaining the highest standards of integrity, ensuring client protection, promoting responsible conduct, and upholding sound market conduct governance across all FAIS related activities. The Policy ensures that all financial services rendered are fair, objective, transparent and fully aligned with regulatory expectations and client interests.

4. Scope

This Policy applies to all business areas, divisions, subsidiaries and Representatives of Guardrisk that are involved in the rendering of financial services as contemplated under the Financial Advisory and Intermediary Services Act, 37 of 2002 (FAIS Act) and the General Code of Conduct. It governs any activity were actual, potential, or perceived Conflicts of Interest may arise in relation to the provision of advice, intermediary services, or operational support to clients.

4.1. Guardrisk Entities Included in the Scope

This Policy applies to the following Guardrisk entities, as they form part of the Guardrisk Group structure and conduct insurance or alternative risk transfer activities that may influence FAIS impacted services:

- Guardrisk Insurance Company Limited;
- Guardrisk Life Limited;
- Guardrisk Microinsurance Limited; and
- Guardrisk Alternative Partner Solutions (Pty) ltd.
- Zestlife Investments (Pty) Ltd.

All employees, Representatives, and Key Individuals operating within these entities or performing functions on their behalf fall within the scope of this Policy

4.2. All FAIS Impacted Business Units and Activities

The Policy applies to all Guardrisk business units and subsidiaries whose activities are regulated under the FAIS Act. This includes any department or function that provides financial services or influences the delivery of such services, whether directly or indirectly.

4.3. All Employees, Key Individuals, Representatives and Mandated Persons

The Policy applies to:

- All permanent and temporary employees;
- Key Individuals and authorised Representatives;
- Contractors, secondees, interns, and outsourced service providers involved in FAIS regulated activities;
- Any person rendering services under Guardrisk's FAIS licence or participating in processes that may introduce a Conflict of Interest.

4.4. All Forms of Conflicts of Interest

The Policy covers actual, potential, and perceived conflicts arising from:

- Financial interests (e.g., gifts, incentives, remuneration structures);
- Ownership interests;
- Relationships with third-parties, including product suppliers, intermediaries, service providers, and associates;
- Situations where personal, commercial, or financial considerations may compromise objective, unbiased, and fair financial service delivery.

4.5. Financial Interests Offered, Received or Facilitated

This Policy applies to all forms of financial interests as defined in the General Code of Conduct, including:

- Commission permitted under the Long-term Insurance Act, Short-term Insurance Act;
- Fees for services rendered;
- Immaterial financial interests;
- Any other financial consideration that may be expected to influence the quality, independence or objectivity of financial services.

4.6. Internal and External Interactions

The Policy applies to Guardrisk's engagements with:

- Clients and prospective clients;
- Brokers, binder holders, intermediaries, and administrators;
- Product suppliers, reinsurers, and distribution channels;
- Outsourced partners and consultants;
- Associates as defined by the General Code of Conduct.

5. Communication and Escalation Process

5.1. Internal Communication

5.1.1. The table below outlines the roles and responsibilities of the stakeholders responsible for the governance of this Policy.

Responsibility	Structure	Interest, Duties and Responsibilities
Supervision	Board	The Board of Directors is ultimately responsible for this Policy including specifically its approval, but it delegates certain responsibilities to the Executive Committee, key individuals, and to the compliance Head as set out below
Supervision	Audit and Risk Committee	This Committee is responsible for ensuring that all committees, forums, and individuals who have responsibility under the Policy fulfil their responsibilities in a timely and diligent manner. Audit and Risk Committee must review and approve this policy and recommend approval to the Board.
	Exco Committee	Approve Policy and recommend approval to Audit and Risk Committee. Monitor that all potential and actual conflicts of interest are managed in accordance with this Policy. The Exco is the most senior decision-making forum under the Board of Directors and is responsible for the following: • Drafting and implementation of this Policy and submission to the Board of Directors for its consideration and approval. • ensure that all employees, representatives and, where appropriate, associates, are made aware of the contents of this Policy including awareness and/or education in this regard. • Ensuring that this Policy is published in appropriate media and that it is easily accessible for public inspection at all reasonable times. Ensuring that Representatives' remuneration, including financial incentives, is not contrary to the requirements
Operational Implementation	Management Committee	Implement, communicate, and ensure that all potential and actual conflicts of interest are managed in accordance with this Policy. Specifically, in relation to the FAIS Act, the KIs are responsible for managing or overseeing the activities of the Guardrisk FSPs with respect to the rendering of financial services. The responsibilities of the KIs in terms of this Policy are the same as those of the Exco as set out above, albeit with specific focus on the aspects that fall under the ambit of the Act.
	Representatives and Key Individuals	Ensure that financial services rendered are in the best interests of the client and not for the personal gain of the Representatives, directly or indirectly.

Compliance Department	Monitor and report on compliance with this Policy. The Compliance Head is responsible for the following: drafting and amending this Policy and for submission to the Exco for its consideration, approval and recommendation to the Board and Risk Committee for approval. Monitoring compliance with the requirements of the FAIS Act and this Policy and reporting all breaches to the appropriate level of the governance structures. Reporting in the annual compliance reports submitted to the Registrar of Financial Services Providers under the FAIS Act which must deal with the implementation of, monitoring of, compliance with, and accessibility of this Policy. Maintaining a conflict of interest management register into which all declaration forms completed by employees and representatives are recorded; and assist the Exco in discharging its responsibilities including creating appropriate awareness and guidance to employees and representatives.

5.1.2. Each governance structure specified above will receive routine feedback and communication related to the functioning of this Policy on a quarterly basis.

5.1.3. Ad-hoc or non-routine communication will be performed on a “bottom up” basis according to the following process and in accordance with the COIM Policy.

5.2. External Communication

5.1.4. Reporting to the Financial Sector Conduct Authority (“FSCA”) must be done on an annual basis in respect of all conflicts of interest declared for the reporting period or as requested by the FSCA.

5.1.5. When applicable and where the conflict of interest may impact the objective of rendering a financial service, it must be declared.

6. Conflict of Interest Management Process

6.1. Definitions

The following definitions apply in relation to the reading of this Policy:

“affiliation”	close involvement with a vendor, or service provider, on the part of the employee, the employee's family, or friends or business associates of the employee, including serving as a board member, employee, consultant, or advisor to a current or potential vendor or service provider.

“associate”	in relation to a natural person means:
	• a person who is recognised in law or the tenets of religion as the spouse, life partner, or civil union partner of that person:
	• a child of that person, including a stepchild, adopted child, and a child born out of wedlock;
	• a parent or stepparent of that person.
	• a person in respect of whom that person is recognised in law or appointed by a Court as the person legally responsible for managing the affairs of or meeting the daily care needs of the first-mentioned person. In relation to a juristic person:
	  o which is a company, means any subsidiary or holding company of that company, any other subsidiary of that holding company, and any other company of which that holding company is a subsidiary;
	  o which is a close corporation registered under the Close Corporations Act 1984, means any member thereof as defined in section 1 of that Act.

	○ which is not a company of a close corporation as referred to in the second sub bullet point above, means another juristic person which would have been a subsidiary or holding company of the first mentioned juristic person: ▪ had such first-mentioned person been a company; or in the case where that other juristic person too, is not a company, had both the first-mentioned person and that other juristic person been a company. ▪ means any person in accordance with whose directions or instructions to the board of directors or, in the case where such juristic person is not a company, the governing body of such juristic person is accustomed to act. in relation to any person means: • any juristic person of which the board of directors or, in the case where such juristic person is not a company, of which the governing body is accustomed to act in accordance with the directions or instruction of the person first-mentioned in this paragraph includes any trust controlled or administered by that person.
"authorised financial services provider"	means a person who has been granted an authorisation as a financial services provider by the issue to that person of a license under Section 8 of the FAIS Act
"board notice"	refers to the Financial Services Board, Board Notice 58 of 2010 and Board Notice 146 of 2014, published in Government Gazette No. 33133 and No. 38278 which deals with conflicts of interest amends by the FAIS General Code.
"Board of directors"	refers to the Boards of Directors of Guardrisk.
"Compliance officer"	refers to the statutory compliance officer appointed in terms of the FAIS Act in relation to the Guardrisk FSPs.
"Conflict of interest"	in relation to a provider or a representative means: any situation in which a provider or a representative has an actual or potential interest that may, in rendering a financial interest to a client: • influence the objective performance of his or her or its obligations to that client; or • prevent a provider or representative from rendering an unbiased and fair financial service to that client, or from acting in the interests of that client, including but not limited to: • a financial interest, • ownership interests. • any relationship with a third-party. In relation to any employees, directors and/or representatives: any situation in which private interests or personal considerations affects, may affect, or may be perceived to affect, an employee's judgment in acting in the best interests of Guardrisk, including using an employee's position, confidential information or corporate time, material or facilities, for • private gain or advancement; or • the expectation of private gain or advancement of the employee or of any member of the employee's family, or friends or business associates of the employee.
"COIM Policy"	refers to the Conflicts of Interest Management Policy for Guardrisk as set out in this document
"Designated person"	The person/s nominated by the Exco to administer the process set out in this Policy in the respective business units.

"Distribution channel"	means: • any arrangement between a product supplier or any of its associates and one or more providers or any of its associates in terms of which arrangement any support or service is provided to the provider or providers in rendering a financial service to a client. • Any arrangement between two or more providers or any of their associates, which arrangement facilitates, supports, or enhances a relationship between the provider or providers 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 a provider or providers and a product supplier.
"employee"	includes employees, temporary employees, independent contractors, and employees/contractors of contracted service providers, of any of the corporate entities forming part of Guardrisk.
"employee's family"	Includes the employee's spouse or equivalent, sibling, parent, grandparent, child, grandchild, and any person who is a blood relation of the employee.
"Exco"	refers to the Executive Committee of Guardrisk, which is the most senior level of management below the Board of Directors.
"Fair value"	has the meaning assigned to it in the financial reporting standards adopted or issued under the Companies Act, as amended.
"FAIS Act"	refers to the Financial Advisory and Intermediary Services Act 37 of 2002 as amended.
"FAIS General Code"	refers to the General Code of Conduct as amended, which is found in the FAIS Act.
"Financial interest"	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 providers or representatives on: o products and legal matters pertaining to those products. o general financial and industry information specialised technological systems of a third-party, necessary for the rendering of a financial service but excluding travel and accommodation associated with that training.
"FSP"	Means an authorised financial services provider licensed under the FAIS Act. Means any person, other than a representative, who as a regular feature of the business of such person - • Furnishes advice; or • Furnishes advice and renders any intermediary service; or • Renders an intermediary service.
"General Code of Conduct"	Refers to the General Code of Conduct for FSPs and Representatives, published under the FAIS Act.
"Guardrisk"	refers collectively to Guardrisk Group (Pty) Ltd and its operating subsidiaries namely Guardrisk Insurance Company Limited, Guardrisk Life Limited and Guardrisk Alternative Partner Solutions (Pty) Ltd and any of their subsidiary companies incorporated in South Africa.
"Guardrisk FSPs"	refers collectively to the legal entities which are part of Guardrisk that are authorised financial services providers, namely: • Guardrisk Insurance Company Limited (FSP No: 75): • Guardrisk Life Limited (FSP No: 76) and. • Guardrisk Alternative Partner Solutions (Pty) Ltd (FSP No 10411)
"Holding company"	means a holding company as defined in Section 1(4) of the Companies Act.

"Immaterial financial interest"	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: • a provider who is a sole proprietor; or • a representative for that representative's direct benefit. a provider, who, for its benefit or that of some or all its representatives, aggregates the immaterial financial interest paid to its representatives.
"Key individual"	in relation to an authorised financial services provider, or a representative, carrying on business as: • a corporate or unincorporated body, a trust or a partnership, means any natural person responsible for managing or overseeing, either alone or together with other so responsible persons, the activities of the body, trust or partnership relating to the rendering of any financial service; or a corporate body or trust consisting of only one natural person as member, director, shareholder or trustee, means any such natural person.
"Letter of authority"	refers to the letter issued by the compliance officer to a representative in accordance with the requirements of Section 13 (1)(b) of the FAIS Act which confirms that the representatives are mandated and entitled to render financial advice and/or intermediary services and lists the types of products categories for which the representative is authorised.
"nepotism"	the appointment, employment, promotion, or advancement of a family member or relative in a position, or the advocacy of such actions by any employee, where that employee is able to influence, directly or indirectly, the decisions relating to these specified actions.
"New entrant"	means a person who has never been authorised as an FSP or appointed as a representative by any FSP.
"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; • and includes any dividend, profit share or similar benefit derived from that equity or ownership interest.
"person"	means any natural person, partnership, or trust, and includes - • any organ of state as defined in section 239 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996). • any company incorporated or registered as such under any law; anybody of persons corporate or unincorporated.
"Product supplier"	means any person who issues a financial product by virtue of an authority, approval or right granted to such a person under any law, including the Companies Act.
"provider"	means an authorised financial services provider and includes a representative.
"representative"	means any person, including a person employed or mandated by such first- mentioned person, who renders a financial service to a client for or on behalf of a financial services provider, in terms of conditions of employment or any other mandate, but excludes a person rendering clerical, technical, administrative, legal, accounting or other service in a subsidiary or subordinate capacity, which service: does not require judgment on the part of the latter person; or does not lead a client to any specific transaction in respect of a financial product in response to general enquiries.
"Third-party"	Means • a product supplier. • another provider. • an associate of a product supplier or a provider. a distribution channel: a person in terms of an agreement or arrangement with a person referred to in the points above provides a financial interest to a provider or its representatives.

"Treating Customers Fairly (TCF)"	Means an outcomes-based regulatory and supervisory approach designed to ensure that specific, clearly articulated fairness outcomes for financial services consumers are delivered.
"Sign-on bonus"	means - a) any financial interest offered or received directly or indirectly, upfront or deferred, and with or without conditions, as an incentive to become a provider; and b) a financial interest referred to in paragraph (a) includes but is not limited to compensation for the: • potential or actual loss of any benefit including any form of income, or part thereof; or cost associated with the establishment of a provider's business or operations, including the sourcing of business, relating to the rendering of financial services, or a loan, advance, credit facility or any other similar arrangement.

6.2. Mechanisms for the Identification of Conflicts of Interest

Given the nature and complexity of the business activities in the provision of financial services, products and services through several legal entities, several mechanisms have been identified which can be utilised to identify potential conflicts of interest, considering definition of conflicts of interest:

- All employees, representatives, and KIs are to be trained on the content of this Policy and will be made aware of the obligation to identify specific circumstances that may give rise to conflicts of interest.
- If they become aware of a conflict of interest, all employees, representatives, and KIs are to follow the processes set out in this Policy in terms of disclosures and/or declarations.
- Statutory disclosure notices have been enhanced and set out important information which, when read by clients, can assist in identifying potential conflicts of interest, especially relating to associates.
- The roles and responsibilities expected from the various parties are clearly set out in this Policy including those of employees, representatives, KIs, Compliance Head, Exco, and the Board of Directors.

6.3. Measures to Avoid or Mitigate Conflicts of Interest

In accordance with the provisions of this Policy, conflicts of interest generally are to be avoided. However, where this is not possible, they must be mitigated and managed and guidance in this respect is set out in the points below:

6.3.1 Measures to Avoid Conflicts of Interest

- Avoid any situations in which, when conducting business with a client, objectivity may be impaired.
- In the event there is a pre-existing financial interest which may result in a conflict of interest with a client or prospective client, it be disclosed and/or declared immediately.
- If there is a pre-existing ownership interest which may result in a conflict of interest with a client or prospective client, it must be disclosed and/or declared immediately.
- Ensure that you actively familiarise yourself with the content of this Policy together with the Ethics and Reputational Risk Policy.
- The Company does not engage in the practice of offering FSPs and representatives sign-on bonuses as an incentive to render financial services on its behalf. The FAIS Act prohibits the offering of a sign-on bonus to any person other than to a new entrant (a person who has never been authorised as an FSP or appointed as a representative by any FSP).

6.3.2. Measures to Mitigate Conflicts of Interest

Follow the process set out in this Policy regarding disclosures, declarations and any guidance that may be issued following the assessment of any disclosure/declaration.

- Follow the process in relation to always providing clients with the requisite statutory disclosure notices.
- If a conflict of interest is identified, it must be disclosed to the client in writing at the earliest reasonable opportunity (refer to point 6.4 below for further details).

- Clients are to be informed of the existence of this Policy and the way it may be accessed.
- All staff, representatives, and KIs will have access to this Policy and must familiarise themselves with the content of the Policy.
- The Compliance Head will add the monitoring of employees, representatives, and KIs to this Policy to Guardrisk's annual compliance monitoring plan to identify whether there is compliance with this Policy.

6.4. Measures for the Disclosure of Conflicts of Interest

If a conflict of interest is identified, it must be disclosed to the client in writing at the earliest reasonable opportunity including specifically:

- the measures taken in accordance with this Policy to avoid or mitigate the conflict.
- any ownership or financial interest that the representatives or provider may be or become eligible for (other than immaterial financial interest).
- the nature of the relationship or arrangement with a third-party that gives rise to the conflict in sufficient detail to enable the client to understand it.

If a conflict of interest is identified by any employees, representatives, KIs, Compliance Officer, Exco and the Board of Directors involved in procurement of goods and services on / for / or behalf of Guardrisk, the individual must be disclosed to Guardrisk in writing at the earliest reasonable opportunity including specifically:

- the measures taken in accordance with this Policy to avoid or mitigate the conflict.
- any ownership or financial interest that the representatives or provider may be or become eligible for (other than immaterial financial interest).
- the nature of the relationship or arrangement with a third-party that gives rise to the conflict in sufficient detail to enable the client to understand it.

All employees, representatives, KIs, Compliance Officer, Exco and the Board of Directors involved in procurement of goods and services on for or behalf of Guardrisk may also not give, make or offer any gift or invitation that will or may be interpreted as, aiming to influence the recipient's opinion in a particular situation; encouraging the recipient to give preference to a particular customer, vendor, or business associate; assuming the recipient will act in a certain way or not at all; and persuading the recipient to act in a particular way.

The process described above is to be followed in all instances where a conflict of interest has been identified, irrespective of the fact that a client may have been provided with the statutory disclosures (in other words, the written disclosure above is to be supplied to a client in addition to any standard statutory disclosure notice).

6.5. Implementation of an Automated Process to Declare Actual or Potential Conflict of Interest

All employees will be required to declare any conflict of interest/potential conflict of interest on a shared repository on the PeopleSoft portal under Conflict of Interest.

In addition, a bi-annual alert has been introduced whereby line managers will be prompted to remind sub-ordinates to make the required declarations.

Until such a solution has been implemented for non-PeopleSoft users, employees in this category will be required to declare any conflicts of interest to their immediate management and the Compliance Officer.

6.6. Consideration and Approval Process

6.6.1. Consideration and Approval of Employee Declarations

Declarations made by employees are to be considered by the Line Manager and where applicable by the Compliance Head and where necessary the Compliance Head will refer any of the declarations to the Exco or a sub-committee that may be appointed by the Exco for the purpose of considering such referrals. The declarations are to be assessed in accordance with the requirements set out in this Policy, and the transaction or activity related thereto must be approved and/or declined, which decision will be communicated to the employee in writing.

6.7. Record Keeping and Maintenance of the Relevant Register

6.7.1 Record Keeping

The Compliance Head will receive a register on a monthly basis of the conflict-of-interest declarations, and the content of the register will be monitored and reported monthly.

6.8 Maintenance of the Relevant Declaration Register

The Compliance Head is to monitor the conflict of interest register on behalf of Guardrisk. Details of all the declarations will be reported as in when applicable to the Exco.

6.9. Payment / Receipt of "Financial Interest" & "Immaterial Financial Interest"

6.9.1 Payment / Receipt of Financial Interest

Providers or representatives are only permitted to receive or offer the following financial interests from or to a third-party:

- Commissions authorised in terms of the Long-term Insurance Act or Short-term Insurance Act.
- Fees authorised in terms of the Long-term Insurance Act or Short-term Insurance Act.
- Fees for the rendering of a financial service in respect of which commission or fees referred to in the two points above have not been paid, provided that the fees payable:
    - are specifically agreed to by a client in writing; and
    - may be stopped at the discretion of that client within the notice period as specified in each instance.
- Fees or remuneration for the rendering of a service to a third-party, which fees or remuneration are reasonably commensurate to the service being rendered.
- Any financial interest that is not specifically referred to in the points above for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest, is paid by that provider or representative at the time of receipt thereof.

Examples of some of the typical items that may fall into the definition of immaterial financial interest	**Allowable**	**Conditions Applicable All the examples of items marked with a √ are allowable but, the aggregate value of the total "immaterial financial interest" cannot exceed R1, 000 per year payable to or receivable by a natural person. Note that the R1, 000 cannot be aggregated at provider level in order to circumvent the limitation per natural person. For example, a provider with 10 representatives cannot receive R10, 000 and then use it on 5 of its representatives would effectively be receiving R2,000 each as this is prohibited.**
Accommodation	✓	
Advantage	✓	
Domestic or foreign travel	✓	
Entertainment (i.e. drinks, outings, hunting trips etc.)	✓	
Golf days	✓	
Hospitality	✓	
Meals (i.e. lunch, breakfast, dinner etc.)	✓	
Services (monetary value of any services)	✓	

In addition, the Ethics and Reputational Risk Policy provide specific guidance and rules on giving and receiving gifts. Please note that all gifts received or given (irrespective of the value) must be recorded on **PeopleSoft** within seven days of giving or receiving the gift.

6.9.2. Payment of Financial Interests by Guardrisk to its Representatives

Guardrisk may not offer any financial interest to its representatives for:

- giving preference to the quantity of business secured for Guardrisk to the exclusion of the quality of the service rendered to clients.

- giving preference to a specific product supplier, where a representative may recommend more than one product supplier to a client: and
- giving preference to a specific product of a product supplier, where a representative may recommend more than one product of that product supplier to a client.

6.9.3. Payment / Receipt of Immaterial Financial Interest

Providers or representatives are permitted to receive immaterial financial interest from or to a third-party. Considering the definition of the term "immaterial financial interest", the ExCo have considered the application of this to Guardrisk and its employees and representatives and provide the following guidelines:
The list of items above is not exhaustive, and if employees, representatives or KIs are in doubt, they are to consult with the Compliance Officer before receiving or offering the item which may fall into the definition of financial interest.

6.10. Financial Interests Payable by Guardrisk to Representatives

Guardrisk's representatives are remunerated in the form of salaries and some of them may be eligible for the payment of a guaranteed 13th cheque or in some instances annual performance bonuses that recognise their contribution to the overall performance of Guardrisk. Salaries are paid in accordance with employment contracts and in instances where a representative is paid a performance bonus, in all instances it will be calculated based on a formula which includes the net profit performance of Guardrisk, and the overall performance appraisal of the individual concerned.
In the event that the remuneration structure is amended to include the payment of commissions to representatives in addition to their basic salaries, any such commissions will not be calculated on the quantity of business to the exclusion of quality, the giving of preference to a specific product supplier where the representative may recommend more than one product supplier or the giving of preference to a specific product where the representative may recommend more than one product of a particular product supplier.

6.11. Consequences of Non-Compliance

Non-compliance by employees and/or representatives with this Policy will result in disciplinary action being taken against the individual/s which may include sanctions in terms of the Guardrisk Disciplinary Code. Contraventions of the policy must be reported through the whistle-blowing communication channels.

In addition to this, sanctions may be imposed against representatives who emanate from the requirements of the FAIS Act, including possible debarment.

6.12. List of Associates

Guardrisk is a juristic person and therefore the definition of associates as it applies to juristic representatives is applicable. This includes any subsidiary or holding company of that company, any other subsidiary of that holding company, and any other company of which that holding company is a subsidiary. In this respect, it is our interpretation that the companies that are associated to Guardrisk are those which are part of the MMH Group of companies of which Guardrisk is itself a subsidiary but limited only to operating companies and holding companies of operating companies. The list of associate companies is supplied below:

Ref No	Names of Associate Companies
1.	102 Rivonia Road (Pty) Ltd
2.	2 Merchant Place (Pty) Limited
3.	Aberfeldy Development (Pty) Limited
4.	Aconcagua 14 Investments (RF) (Pty Ltd

5.	AdviceAtWork (Pty) Limited
6.	Aids Africa (Pty) Limited
7.	Brooklyn Forum (Pty) Limited
8.	Business Venture Investments no. 976 (Pty) Limited
9.	CShell 448 (Proprietary) Limited
10.	Erf 190 Eastgate Ext 13 (Pty) Limited
11.	Eris Property Fund Carry Vehicle (Pty) Limited
12.	ERIS Property Group (Pty) Limited
13.	Festival Properties (Pty) Limited
14.	First Consolidated Holdings (Pty) Limited
15.	Gamaphuteng Enterprises (Pty) Limited
16.	Greater Services (Pty) Limited
17.	Greenel Properties (Pty) Limited
18.	Guardrisk Allied Products and Services (Pty) Ltd
19.	Guardrisk Insurance Company Limited
20.	Guardrisk Life Limited
21.	Guardrisk Microinsurance Limited
22.	Hawley Road Developments (Pty) Limited
23.	Hawley Road Developments (Pty) Ltd
24.	Housing Finance (Pty) Limited (to be deregistered)
25.	Lake Buena Vista (Pty) Limited
26.	Lakeview Management Properties (Pty) Ltd (dormant)
27.	LandPlan Beleggings (Pty) Limited
28.	Longacre Estates (Pty) Limited
29.	Matador Building (Pty) Limited
30.	MET Collective Investments (RF) (Pty) Ltd
31.	Metcollective Investments Limited
32.	Metropolitan Asset Managers Limited
33.	Metropolitan Capital (Pty) Limited
34.	Metropolitan Empowerment Trust
35.	Metropolitan Health (Pty) Limited (previously Metropolitan Health Holdings (Pty) Ltd)
36.	Metropolitan International (Proprietary) Limited
37.	Metropolitan International Holdings (Pty) Limited
38.	Metropolitan International Limited
39.	Metropolitan Investments Options (Pty) Ltd (in deregistration)
40.	Metropolitan Lesotho Limited
41.	Metropolitan Life International Limited
42.	Metropolitan Life Limited (dormant)
43.	Metropolitan Life of Botswana Limited

44.	Metropolitan Life Properties Ltd(dormant)
45.	Metropolitan Odyssey Limited
46.	Mettle Investments (Pty) Limited
47.	MGH UK Limited
48.	MMI Finance Company (Pty) Ltd
49.	MMI Foundation
50.	MMI Group Limited
51.	MMI Infrastructure & Operations (Pty)
52.	MMI Infrastructure & Operations (Pty) Ltd
53.	MMI Short-term Insurance Administration (Pty) Ltd
54.	MMI Strategic Investments (Pty) Limited (dormant)
56.	Momentum Africa Investments (Pty) Limited
57.	Momentum Alternative Insurance Limited
58.	Momentum Alternative Investments (Pty) Limited
59.	Momentum Asset Management (Pty) Limited
60.	Momentum Connect (Pty) Ltd (dormant)
61.	Momentum Consult (Pty) Limited
62.	Momentum Family Focus (Pty) Ltd
63.	Momentum Finance Company (Pty) Limited
64.	Momentum Growth (Pty) Ltd (dormant)
65.	Momentum Healthcare Distribution (Pty) Limited
66.	Momentum Interactive (Pty) Limited
67.	Momentum International MultiManagers (Pty) Limited
68.	Momentum Investment Consulting (Pty) Limited
69.	Momentum Investments (Pty) Limited
70.	Momentum Investments Shared Services (Pty) Limited
71.	Momentum Life Botswana Limited
72.	Momentum Medical Scheme Administrators (Pty) Limited
73.	Momentum Netherlands BV
74.	Momentum Netherlands BV (pending liquidation)
75.	Momentum Properties (Pty) Limited
76.	Momentum Property Investments (Pty) Limited
77.	Momentum Retirement Administrators (Proprietary) Limited
78.	Momentum Retirement Administrators (Proprietary) Limited (previously Metropolitan)
79.	Momentum Short-Term Insurance Limited
80.	Momentum Structured Insurance Limited
81.	Momentum Trust Limited
82.	Momentum Wealth (Pty) Limited
83.	Momentum Wealth International Limited (Guernsey)

84.	Momman 2 (Pty) Limited
85.	Momman 2 (Pty) Limited (in deregistration)
86.	Namib Life Company Limited (dormant)
87.	Namibian Life Company Limited
88.	Newlands Lodge (Pty) Limited
89.	Parc du Cap Body Corporate
90.	Pietersburg Hotel Persele (Pty) Ltd
91.	Roseneck (Pty) Limited (in deregistration)
92.	Sage Consulting Services (Pty) Limited
93.	Sage Corporate Services (Pty) Limited
94.	Sage Education Trust
95.	Sage Guaranteed Options (Pty) Limited
96.	Sage Holdings Limited
97.	Sage Life Limited
98.	Sage Management Services (Pty) Limited (in deregistration)
99.	Sage Share Incentive Trust
100.	SGL Executive Share Trust
101.	Shelf Nominees 2 (Pty) Limited
102.	Slab Joint Finance Company (Pty) Ltd
103.	SLAM Nominees (Pty) Limited
104.	SMH Land Development (Pty) Limited
105.	Southern Investment Management Company (Pty) Limited
106.	Southern Life Building Johannesburg (Pty) Limited
107.	Southern Life Employee Benefits Services (Pty) Limited
108.	Southern Life Property Developments (Pty) Limited (dormant)
109.	Southern Life Special Investments (Pty) Limited
110.	Terama (Pty) Ltd (pending liquidation)
111.	The Metropolitan Staff Share Incentive Trust
112.	The Metropolitan Staff Share Incentive Trust (dormant)
113.	The Metropolitan Staff Share Purchase Trust (dormant)
114.	The Southern Life Association Namibia (dormant)
115.	The Virtual Services Group (Proprietary) Limited
116.	Trustable (Pty) Limited
117.	Tsumeb Mall (Pty) Limited (Pty) Ltd (Namibia)
118.	Union Money (Proprietary) Limited (dormant)
119.	Vuyo Investments (Pty) Limited (in deregistration)

6.13. List of Third-Parties in Which the Guardrisk FSPs Hold an Ownership Interest

The definition of third-party according to Board Notice 58 means a product supplier, another provider, an associate of a product supplier or a provider, a distribution channel, or any other person that in terms of an agreement or arrangement with a person referred to in the preceding list provides a financial interest to a provider or its representatives. In terms of this definition, Guardrisk's FSPs do not have any ownership interests.

6.14. List of Third-Parties That Hold an Ownership Interest in the Guardrisk FSPs

The definition of third-party according to Board Notice 58 means a product supplier, another provider, an associate of a product supplier or a provider, a distribution channel, or any other person that in terms of an agreement or arrangement with a person referred to in the preceding list provides a financial interest to a provider or its representatives. The following entity holds an ownership interest in Guardrisk's FSPs:

Company Name	% Shareholding in Guardrisk Insurance	% Shareholding in Guardrisk Life	% Shareholding in Guardrisk Alternative Partner Solutions
Guardrisk Group (Pty) Ltd	*Effective 100% share	*Effective 100% share	100% share

* Guardrisk Insurance Company Limited and Guardrisk Life Limited are both cell captive insurance companies and in this respect, the companies issue "A" and "L" Client Ordinary Shares respectively to their cell clients for the purposes of incepting the cells. In this respect these cell clients, some of which may be licensed financial services providers, do hold an ownership interest in the Guardrisk companies.

In terms of this Policy, Guardrisk does not consider these clients ownership to fall within the definition of ownership interest as set out in Board Notice 58, the context of which relates to the identification of perceived or conflicts of interest. Accordingly, none of the clients that hold Client Shareholder Shares are listed above.

7. Policy Review

The COIM Policy will undergo a full review on an annual basis.