



wealth associates

# CONFLICT OF INTEREST MANAGEMENT AND REMUNERATION

Wealth Associates COI Policy 2026v.1

By signing this document, I authorise Wealth Associates' approval and adoption of the processes and procedures outlined herein.

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Capacity	Managing Director
Signature	Signed off electronically
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Frequency of Review	Annually



## Introduction

Section 3A(2) of the Financial Advisory and Intermediary Services Act, 2002 (“FAIS Act”) places an obligation on a Financial Services Provider (“FSP”) to adopt, maintain and implement a conflict of interest management policy which complies with the regulatory provisions.

In terms of the General Code of Conduct a provider and a representative must avoid, and where this is not possible, mitigate any conflict of interest between the provider and a client, or a representative of the provider and his, her or its clients.

This policy must be read in conjunction with the Wealth Associates Yellow Pages, with specific reference to the receiving and giving of gifts and remuneration.

## Definitions

### Conflict of Interest

Conflict of Interest means any situation in which a provider or a representative has an actual or potential interest that may, in rendering a financial service to a client:

- influence the objective performance of his, 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 interest of that client,
  - including but not limited to:
    - a financial interest.
    - an ownership interest.
    - any relationship with a third party.

### Financial Interest

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:
  - products and legal matters relating to those products
  - 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.
  - a recognised qualifying enterprise development contribution to a qualifying beneficiary by a provider that is a measured entity.

### Immaterial Financial Interest



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 of its representatives, aggregates the immaterial financial interest paid to its representatives.

### **Ownership Interest**

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.

### **Third Party**

Third Party means

- a product supplier
- another provider
- an associate of a product supplier or a provider
- a distribution channel
- any person who in terms of an agreement or arrangement with a person referred to above provides a financial interest to a provider or its representatives.

### **Associate**

Associate means

- in relation to a natural person:
  - 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 which 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
  - a person who is a spouse, life partner or civil union partner of a person referred to above
  - a person who is in a commercial partnership with that person



- in relation to a juristic person:
  - 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
  - which is a close corporation registered under the Close Corporations Act, means any member thereof as defined in section 1 of that Act
  - which is not a company or a closed corporation, means another juristic person which would have been a subsidiary or holding company of the first-mentioned juristic person:
    - had such first-mentioned juristic person been a company, or
    - in the case where that other person, too, is not a company, had both the first-mentioned juristic person and that other person been a company
    - means any person in accordance with whose directions or instructions the board of director of or, in the case where such a 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 instructions of the person first-mentioned in this paragraph
  - includes any trust controlled or administered by that person

## Distribution Channel

- Distribution Channel means
  - any arrangement between a product supplier of 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

## Purpose and Scope

This policy is applicable to all the financial services provider (FSP) subsidiaries in the Wealth Associates South Africa (Pty) Ltd Group (herein after all reference to FSP and/or representative will include all the FSPs and their appointed representatives, as listed below:



- Wealth Associates Risk N-Sure Advisors (Pty) Ltd FSP 14224
- Wealth Associates Central (Pty) Ltd FSP 13953
- Wealth Associates AJM (Pty) Ltd FSP 5588
- Wealth Associates Bespoke Solutions (Pty) Ltd FSP 6523
- Wealth Associates Asset Management (Pty) Ltd FSP 21018
- Wealth Associates Financial Advisors (Pty) Ltd FSP 45922
- Wealth and Asset Insurance Brokers (Pty) Ltd FSP 42826
- Ikhaya Wealth (Pty) Ltd FSP 44090

In addition to the representatives of the listed FSPs, this policy is applicable to the employees of the FSP that assist the representatives in an administration capacity. The FSP and its representatives are committed towards acting within the best interests of our clients and to avoid all conflict of interests in relation to the provision of financial services. Where we are unable to avoid a conflict of interest, we will take all necessary precautions to ensure that any actual or potential conflict of interest is mitigated and adequately disclosed to our clients.

To ensure the continued demonstration of our commitment, management has adopted a Conflict of Interest Management policy to provide for the effective management of any actual or potential conflicts of interest that may arise wholly or partially, in relation to the provision of financial services.

In addition to the above, the purpose is to ensure alignment between the values of the Group and the conduct of its people by safeguarding clients' interests and ensuring the fair treatment of clients. The FSP is committed to ensuring that all business is conducted in accordance with good business practice. To this end, the FSP conducts business in an ethical and equitable manner and in a way that safeguards the interests of all stakeholders to minimise and manage all real and potential conflicts of interests.

The purpose of the Conflict of Interest Management Policy is therefore to:

- establish internal controls and mechanisms towards the identification of conflicts of interest
- establish measures to avoid conflicts of interest, and where avoidance is not possible, to provide the reasons therefore
- establish measures to ensure that any unavoidable conflicts of interest are mitigated
- establish measures to ensure the proper disclosure of any conflicts of interest
- establish measures to ensure that remuneration is linked to the fair treatment of clients
- establish processes, procedures and internal controls to facilitate compliance with the policy
- communicate the consequences of non-compliance with the policy.



## Identifying a Conflict of Interest

### INDIVIDUAL IDENTIFICATION

The primary responsibility for the identification of a conflict of interest rests with the representatives, employees and individual members of the governing body of the FSP.

- Throughout the process of rendering a financial service to a client, a representative must apply his or her mind to answering the following questions:
  - Is there any situation that exists that influences the objective performance of my obligations to my client?
  - Is there any situation that exists that prevents me from rendering unbiased and fair financial service to my client?
  - Is there any situation that exists that prevents me from acting in the best interest of my client?
- If the answer to all three questions is “no”, then there is no conflict of interest associated with the financial service and the representative may proceed.
- If the answer to any one of the three questions is “yes”, the representative must proceed to answer the following additional questions:
  - Is the situation caused because of an actual or potential relationship with a third party? (see definition of “third party”)
  - Is the situation caused by an actual or potential financial or ownership interest? (see definition of “financial interest” and “ownership interest”)

If the answer to any one of these questions is “yes”, an actual or potential conflict of interest will have been identified.

### FURTHER GUIDANCE ON IDENTIFYING A CONFLICT OF INTEREST

The definition of a Conflict of Interest incorporates the following terminology:

- ..... influence the “**objective performance**” of his, her or its obligations to that client....
- .....prevent a provider or representative from rendering an “**unbiased and fair financial service**” to that client....
- ..... including but not limited to a “**financial interest**”

It is generally understood that the word “objective” refers to a situation where an individual’s personal feelings or opinions are completely removed from the equation. The “objective performance” of an FSP or representative’s obligations therefore implies a situation where financial services are rendered without any untoward influences.

The word “bias” or “biased” is understood to mean a form of prejudice towards a particular



person or viewpoint, whereas the word “fair” or “fairness” indicates a situation of just circumstances or being treated on an equal footing. An unbiased financial service therefore implies a financial service that does not lend itself to a particular persuasion, where no reasonable justification for such persuasion can be found. Similarly, a fair financial service implies a situation where the same conclusion or outcome will consistently present itself given the exact same set of circumstances.

Subject to section 3A(1)(c) of the General Code of Conduct, the FSP and its representatives may only receive or offer the following “financial interest” from or to a “third party”:

- **commission** authorised under the Long-term Insurance Act, Short-term Insurance Act or under the Medical Schemes Act
- **fees\*** authorised under the Long-term Insurance Act, the Short-term Insurance Act or the Medical Schemes Act
- **fees\*** for the rendering of a financial service in respect of which commission or fees referred to above is not paid, if:
  - the amount, frequency, payment method and recipient of those fees and details of the services that are to be provided by the provider or its representatives in exchange for the fees are specifically agreed to by a client in writing; and
  - those fees may be stopped at the discretion of that client
- **fees\* or remuneration** for the rendering of a service to a third party

**\*The FSP or its representatives may only receive or offer these financial interests if:**

- i. those financial interests are reasonably commensurate with the service being rendered, taking into account the nature of the service and the resources, skills and competencies reasonably required to perform it
- ii. the payment of those financial interests does not result in the FSP, or representative being remunerated more than once for performing a similar service
- iii. any actual or potential conflicts between the interests of clients and the interests of the person receiving the financial interests are effectively mitigated; and
- iv. the payment of those financial interests does not impede the delivery of fair outcomes to clients.
  - i. an **immaterial financial interest** (subject to any other law)
  - ii. a **financial interest, not referred to above** for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest, is paid by that FSP or representative at the time of receipt thereof

THE FSP MAY NOT OFFER ANY FINANCIAL INTEREST TO ITS REPRESENTATIVES:



- that is determined with reference to the **quantity of business** secured for the FSP without also giving due regard to the delivery of fair outcomes for clients; or
- for giving preference to a **specific product supplier**, where a representative may recommend more than one product supplier to a client; or
- for 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.
- The FSP must be able to demonstrate that the determination and entitlement to the financial interest, that may not be offered to representatives as determined by quantity of business secured without also giving due regard to the delivery of fair outcomes for clients, takes into account measurable indicators.
- In relation to delivery of fair outcomes for clients, the FSP must demonstrate that a determination of a representative's entitlement to a financial interest, considers measurable indicators, relating to the:
  - Achievement of minimum service level standards in respect of clients
  - Delivery of fair outcomes for clients; and
  - Quality of the representative's compliance with the FAIS Act, including the quality of compliance documentation.

The measurable indicators are agreed in writing between the FSP, and its representative and sufficient weight (significance) are attached to these indicators to materially mitigate the risk of the representative(s) giving preference to the quantity of business secured for the FSP over the fair treatment of clients.

- The FSP does not offer a sign-on bonus to any person, other than a new entrant, as an incentive to become a provider authorised or appointed to give advice.
- The way in which the FSP remunerates its representatives and complies with these requirements, is set out in The WASA Employee Handbook.

## INTERNAL CONTROLS TO IDENTIFY CONFLICTS OF INTEREST

The FSP has implemented the following internal controls to identify actual or potential conflicts of interest that may arise:

- The governing body of the FSP conducts reviews on all contracts held with third parties to assess whether the contractual relationship in any way influences the FSP's objective performance, its ability to render fair and unbiased financial services towards its clients or FSP's ability to act in the best interest of the client.
- The governing body of the FSP conducts annual reviews on all relationships where an ownership interest exists between the FSP and a third party. The purpose of the review is to assess whether the relationship in any way influences the FSP's objective



performance towards its clients or its ability to render fair and unbiased financial services towards its clients.

- Conflict of Interest declarations are signed by all relevant personnel on an annual basis. The purpose of collecting Conflict of Interest declarations is to assist the FSP and the appointed Compliance Officer to identify actual or potential conflicts of interest.
- An ownership structure organogram of the Wealth Associates Group is attached as **Annexure A** hereto. The organogram is reviewed on an annual basis.
- The FSP maintains a Gift Register. All gifts received from a third party must be disclosed via the completion of the WASA Gift and Conflict of Interest Declaration Form, but only gifts with an estimated value of R500 or more will be recorded in the FSP's Gift Register. The Gift Register is kept on the FSP's SharePoint site. This is monitored by Compliance and HR.
- All FAIS registered personnel are required to immediately disclose in writing to the governing body of the FSP and the FSP's Compliance Officer, any actual or potential conflicts of interest as soon as they become aware of such situation.
- The WASA Gift and Conflict of Interest Declaration Form QR Code is attached hereto as **Annexure B** for easy access.

## Avoiding and Mitigating a Conflict of Interest

Once an actual or potential conflict of interest has been identified, the following procedures will be followed to determine whether the conflict of interest is avoidable:

- The governing body of the FSP will convene and evaluate the actual or potential conflict of interest in an open and honest manner.
- All information that's led up to and resulting in or causing the actual or potential conflict of interest will be disclosed to the FSP's governing body and the FSP's compliance officer.
- The governing body of the FSP will apply its mind and determine by way of majority vote whether the FSP is in a position to avoid the actual or potential conflict of interest.
- During the evaluation process, the governing body of the FSP will consider the following possible outcomes prior to a finding in favour of unavailability:
  - The possible negative impact it will have on the FSP's clients where the actual or potential conflict of interest is deemed to be unavoidable.
  - The possible negative impact it will have on the integrity of the financial services industry where the actual or potential conflict of interest is deemed to be unavoidable.



- Where the governing body of the FSP has determined that the actual or potential conflict of interest is in fact avoidable, the following processes will be followed:
  - The governing body will remove the underlying cause or situation that results in the actual or potential conflict of interest as soon as reasonably possible
  - Any immediate negative impact or prejudice towards clients pending the removal of the actual or potential conflict of interest will be kept to a minimum.
  - Similar circumstances that have led up to the actual or potential conflict of interest will be avoided in the future.
  - This exposure must be captured on the Exclaim risk system.
- Where the governing body of the FSP has determined that the actual or potential conflict of interest is unavoidable, the following processes will be followed:
  - The governing body of the FSP and the FSP's compliance officer will convene and determine the measures that will be implemented to mitigate the actual or potential conflict of interest as far as reasonably possible
  - The reasons why the actual or potential conflict of interest was unavoidable will be documented and loaded into the Exclaim risk system as a risk.
- Any measures implemented towards mitigating the actual or potential conflicts of interest will include the following arrangements:
  - The status of whether the actual or potential conflicts of interest is still deemed to be unavoidable will be reassessed on a continuous basis.
  - Where a previously deemed unavoidable actual or potential conflicts of interest is subsequently deemed to be avoidable, such actual or potential conflict of interest shall immediately be avoided.
  - All representatives will be notified of any actual or potential conflicts of interest as well as the reasons for their unavoidability.
  - When rendering a financial service, a representative shall be required to disclose to the client in writing that an actual or potential conflict of interest exists.

## Disclosure of Conflicts of Interest

It is acknowledged that while disclosure alone will often not be enough, disclosure must be treated as an integral part of managing conflicts of interest. The FSP is therefore committed to ensure that clients are fully informed about actual or potential conflicts of interest in relation to the provision of financial services.

The FSP has adopted the following disclosure measures:

- The FSP shall disclose to a client any conflict of interest in respect of that client.
- The disclosure shall be made in writing at the earliest reasonable opportunity. The disclosure may be communicated by way of appropriate electronic media.
- The disclosure shall include the nature of any relationship or arrangement with a third



- party that gives rise to a conflict of interest.
- The disclosure shall be made in sufficient detail to enable the client to understand the exact nature of the relationship or arrangement and the conflict of interest.
  - The disclosure shall include the measures taken to avoid or mitigate the conflict.
  - The disclosure shall include any ownership interest or financial interest, other than an immaterial financial interest, that the FSP or representative may be or become eligible for.
  - The disclosure shall include a reference to the FSP's Conflict of Interest Management Policy and how it may be accessed.

## Compliance Measures

The measures implemented towards ensuring the FSP's continued compliance with this policy rests with the governing body of the FSP. The FSP's appointed Compliance Officer will monitor the FSP's continued compliance with the policy on an ongoing basis.

The FSP has adopted the following internal controls and processes:

- The governing body of the FSP shall ensure that all relevant personnel read the Conflict of Interest Management Policy and understand their duties in respect thereof.
- The governing body of the FSP shall ensure that all personnel, and where appropriate, associates are made aware of the contents of the Conflict-of-Interest Management Policy and shall provide personnel with training and educational material where deemed appropriate.
- The governing body of the FSP shall ensure that all Conflict of Interest declarations are signed by relevant personnel on an annual basis.
- Where an employee or representative has any concerns whether or not an actual or potential conflict of interest might arise in a particular situation, the employee or representative will be required to refer his or her concern to the FSP's Compliance Officer.
- The governing body of the FSP shall ensure that a list of all the FSP's associates is annexed to the Conflict of Interest Management Policy and that a review of the list shall be conducted annually.
- The governing body of the FSP shall ensure that a list of all the parties in which the FSP holds an ownership interest is annexed to the Conflict of Interest Management Policy and that a review of the list shall be conducted annually.
- The governing body of the FSP shall ensure that a list of all third parties that holds an ownership interest in the FSP is annexed to the Conflict of Interest Management Policy and that a review of the list shall be conducted annually.



- The governing body of the FSP shall continue to maintain a Gift Register and shall ensure that all gifts received from a third party with an estimated value of R500 or more are recorded in the FSP's Gift Register.
- The governing body of the FSP shall ensure that the proper disclosures are made to the client regarding actual or potential conflicts of interest.
- The Conflict of Interest Policy shall be regularly reviewed by the appointed Compliance Officer, and where necessary, updated to ensure that the measures contained herein remains effective.
- The governing body of the FSP shall make available its Conflict of Interest Management Policy for public inspection within a reasonable time when requested via the email address published on the FSP's website.
- The governing body shall ensure –
  - that remuneration practices demonstrate that any remuneration or fee paid by the FSP in respect of an activity or function for which a person is appointed, is reasonable and commensurate with the actual function or activity being performed.
  - that remuneration incentives are not structured in a manner that may increase the risk of unfair treatment of clients; and
  - that it provides an accessible and simplified guide to the FSP's remuneration system.
- The governing body of the FSP shall ensure that the Conflict of Interest Management Policy and remuneration principles are reviewed on at least an annual basis.

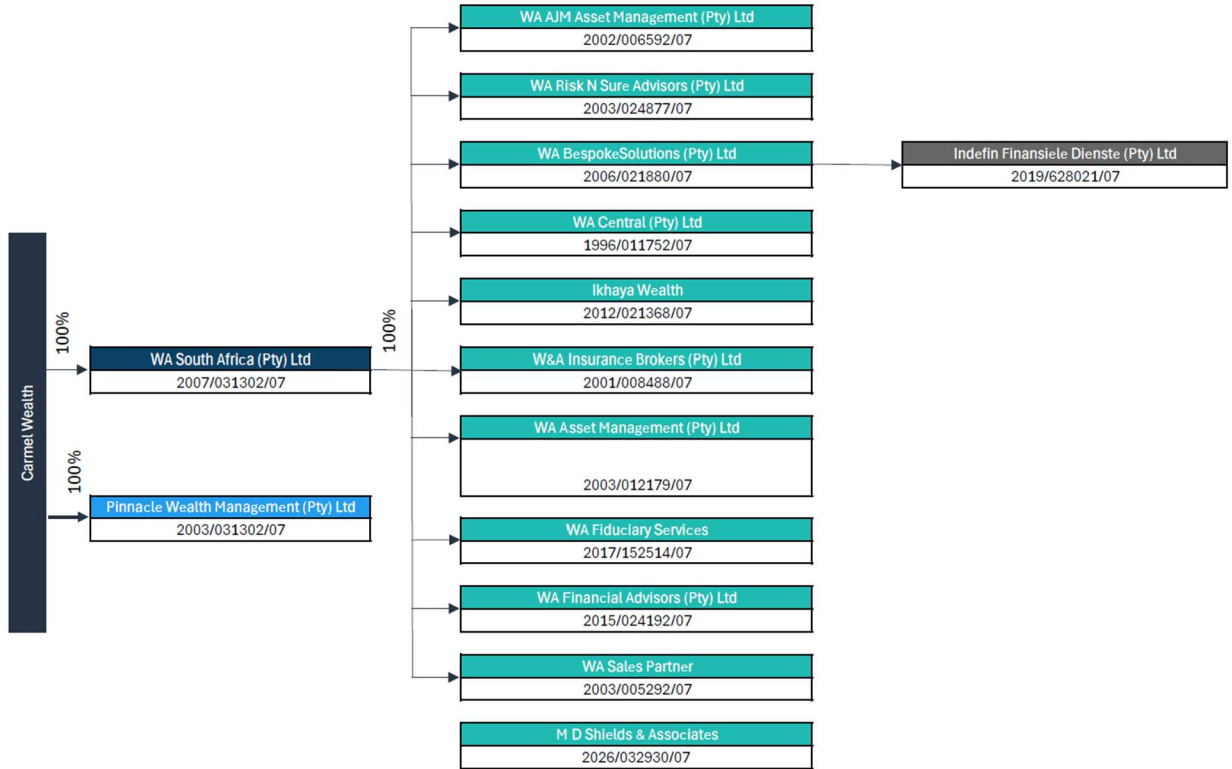
## Consequences of Non-Compliance

Where there is reason to believe that an employee or representative has failed to disclose an actual or potential conflict of interest via the proper communication channels, the FSP will proceed to investigate and take any appropriate steps it deems necessary to limit any financial prejudice that may be suffered by the FSP, its clients or any other third party.

Where an investigation concludes that an employee or representative of the FSP has indeed failed to disclose an actual or potential conflict of interest, the FSP shall immediately take appropriate disciplinary steps and corrective actions against such employee or representative. Any failure by an employee to comply with the Conflict of Interest Management Policy will be considered serious form of misconduct and a dismissible offence.

## ANNEXURE A: ORGANOGRAM

In terms of Section 3A(2)(b)(iii) of the General Code of Conduct, a Conflict of Interest Management Policy must include a list of all the FSP's associates and ownership interests.





## ANNEXURE B: WASA Gift and Conflict of Interest Declaration Form QR Code

