



Conflicts Of Interests Policy

Version 1.0

Last Update: 17 March 2022

1 INTERPRETATION

In this Policy, unless inconsistent with or otherwise indicated by the context –

- 1.1 **“Compliance Officer”** means the person who is responsible and appointed by Sanus to deal with FAIS compliance matters. As from date of licensing, Nic Louw (CO No. 5868) is the licensed compliance officer;
- 1.2 **“Conflict Of Interest”** means, as set out in the General Code, a situation where (one or more of) Sanus; and/or its key individual; and/or one or more of its representatives has an actual interest or potential interest that may, in the provision of the Financial Service to a client-
 - 1.2.1 influence the objective performance of their obligations to that client; or
 - 1.2.2 prevent them from rendering an unbiased and fair Financial Service to that client;
 - 1.2.3 prevent them from acting in the best interests of that client,
including, but not limited to-
 - 1.2.4 a financial interest; and/or
 - 1.2.5 an ownership interest; and/or
 - 1.2.6 any relationship with a third party,
- 1.3 and “**Conflicts Of Interest**” shall be construed accordingly;
- 1.4 **“FAIS”** means the *Financial Advisory and Intermediary Services Act, 37 of 2002*, as amended;
- 1.5 **“Financial Service”** means “*financial service*”, as defined in FAIS;
- 1.6 **“FSCA”** means the Financial Sector Conduct Authority;
- 1.7 **“General Code”** means *The General Code of Conduct for Authorised Financial Services Providers and Representatives*, as amended, issued under FAIS;
- 1.8 **“Liquidity Provider”** shall have the meaning ascribed thereto in the Terms & Conditions;
- 1.9 **“Terms & Conditions”** means the written Terms & Conditions and any addenda thereto entered into between the Client and the Sanus;
- 1.10 **“Policy”** means this document, which contains the Conflicts Of Interest Policy for Sanus, inclusive of all trading as “EZInvest” on *inter alia* the Website;
- 1.11 **“Sanus”** means Sanus Financial Services Proprietary Limited with registration number 2020/659426/07 and registered address at 17 Midas Avenue, Olympus, Pretoria, Gauteng, 0081, South Africa, which is an authorised financial services provider and regulated by the FSCA with FSP license number 51523;
- 1.12 **“Website”** means the Sanus website, located at: <https://world.ezinvest.com/>; and
- 1.13 words and phrases defined in the Terms & Conditions shall bear corresponding meanings when used herein.

WRITTEN DISCLOSURE UNDER THIS POLICY: LIQUIDITY PROVIDER

- 2 It is herewith formally declared under this policy that Sanus and the Liquidity Provider, as defined in the Terms & Conditions from time to time, are affiliates.
- 3 **THIS DISCLOSURE MEANS THAT YOU ARE HEREWITH DEEMED TO BE NOTIFIED IN WRITING UNDER THIS POLICY THAT SANUS AND THE LIQUIDITY PROVIDER MAY –**
 - 3.1 **BE A MEMBER OF THE SAME GROUP OF COMPANIES (AFFILIATES);**
 - 3.2 **HAVE THE SAME SHAREHOLDER/S; AND/OR**
 - 3.3 **HAVE THE SAME ULTIMATE BENEFICIAL OWNER/S (UBO).**
- 4 To mitigate the Conflict Of Interest set out *above*, all business transactions conducted and agreements concluded between Sanus and the Liquidity Provider are conducted and concluded, as applicable, at an arm's length basis.
- 5 The Compliance Officer has reviewed all agreements between Sanus and the Liquidity Provider and has reached the conclusion that no actual Conflict Of Interest exists.

EXCLUSIONS TO THIS POLICY: GIFTS OF <ZAR1,000 (EUR50) / DE MINIMIS

- 6 Any party to whom this Policy may apply is permitted to receive a gift (amounting to an immaterial financial interest) from a third party/ies, **as long as those gifts DO NOT IN AGGREGATE EXCEED AN AMOUNT OF ZAR1,000 (one thousand rand) / EUR50 (fifty euros), PER CALENDAR YEAR PER THIRD PARTY.**
- 7 All gifts received from third parties shall be declared in writing to the Compliance Officer on an annual basis; or on request.

BACKGROUND

- 8 Sanus maintains a commitment to integrity and fairness in all its business activities.
- 9 The General Code states that, where Sanus provides a Financial Service to a client, it must –
 - 9.1 disclose to the client the existence of any personal interest in the relevant service, or of any circumstance which gives rise to an actual or potential Conflict Of Interest in relation to such service, and take all reasonable steps to ensure fair treatment of the client;
 - 9.2 non-cash incentives offered and/or other indirect consideration payable by another provider, a product supplier or any other person to the provider could be viewed as a potential Conflict Of Interest.
- 10 A responsibility rests on Sanus declare an actual Conflict Of Interest or potential Conflict Of Interest; and to seek advice from the Compliance Officer in circumstances where there may be uncertainty as to whether a conflict exists.
- 11 The interests of close relatives, *e.g.* husbands, wives, brothers, sisters may create difficulty and should, therefore, be declared as accurately as possible under this Policy.

- 12 Under no circumstances should false declarations (inclusive of purposeful omissions) be made under this Policy or otherwise.
- 13 The goal of this Policy is twofold –
 - 13.1 to help all parties (individual or otherwise) **to protect the interests of Sanus and of any client of Sanus** to whom a Financial Service has been, or is being, provided;
 - 13.2 to ensure that all parties, in good faith and proactively, **declare their personal interests**, primarily for the reason that some of their personal interests may prove, upon examination by an independent third party, to be conflicts of interest that are unacceptable (or are deemed to be unacceptable) under this Policy.
- 14 Application of this Policy (persons) –
 - 14.1 all Sanus employees, contractors, directors, non-executive directors.
- 15 Application of this Policy (Financial Services) –
 - 15.1 any action is undertaken, by persons referred to in clause 9 *above*; and
 - 15.2 which action is (or may amount to) an actual Conflict Of Interest or potential Conflict Of Interest; and
 - 15.3 the outcome of such action will prevent the provision of an unbiased, objective, and fair Financial Service to a client of Sanus, as clause 9 *above*.
- 16 Sanction for Non-Compliance with this Policy –
 - 16.1 any non-compliance with this Policy constitutes misconduct and may result in disciplinary action against the applicable party.
 - 16.2 In cases of serious or material non-compliance with this Policy, the aforementioned disciplinary action may result in termination of employment and/or debarment (of a Key Individual or Representative, as applicable).

HOW DOES SANUS IDENTIFY A CONFLICT OF INTEREST?

- 17 The following are examples of conflicts of interest –
 - 17.1 Sanus or any related person is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
 - 17.2 Sanus or any related person has an interest in the outcome of a service provided to the Client, or of a transaction carried out on behalf of the client, which may be different from the client's interest in that outcome;
 - 17.3 Sanus or any related person has a financial or other incentive to favor the interest of another client, or group of clients, over the interests of a particular client or group of clients;
 - 17.4 Sanus or any related person carries on the same business as the Client;
 - 17.5 Sanus or any related person receives or will receive an inducement in relation to a service provided to the client, in the form of monetary or non-monetary benefits or services.

18 Sanus Process To Ascertain Whether A Conflict Of Interest Exists

- 18.1 Under this Policy, Sanus follows the following process -
 - 18.1.1 declaration of activity
 - 18.1.1.1 Sanus and/or any other applicable individual/entity notifies management and/or the Compliance Officer of the suspected Conflict Of Interest;
 - 18.1.2 assessment whether activity is a Conflict Of Interest:
 - 18.1.2.1 management and/or the Compliance Officer assess whether Conflict Of Interest exists;
 - 18.1.2.2 management and/or the Compliance Officer instruct whether further action required; and
 - 18.1.2.3 a record in writing is retained of the aforementioned assessment and outcome;
 - 18.1.3 escalated to Compliance Officer, if appropriate
 - 18.1.3.1 Compliance Officer assesses whether Conflict Of Interest exists;
 - 18.1.3.2 Compliance Officer instructs whether further action required; and
 - 18.1.3.3 a record in writing is retained of the aforementioned assessment and outcome; and
 - 18.1.4 if a Conflict Of Interest is identified, a disclosure in writing is made to the client, as set out hereunder.

SANUS DUTY TO DISCLOSE CONFLICTS OF INTEREST TO CLIENTS IN WRITING

- 19 As soon as it has been ascertained that there is a Conflict Of Interest, as set out in clause 18 above, Sanus and/or any other applicable individual/entity shall disclose the actual or potential Conflict Of Interest to a client in writing.
- 20 Such written disclosure shall be made as soon as reasonably practicable.
- 21 The written disclosure referred to above shall contain the information (as a minimum disclosure requirement under this Policy) -
 - 21.1 any measures taken, under this Policy, to avoid or mitigate the Conflict Of Interest in question;
 - 21.2 any ownership or financial interest, other than an immaterial financial interest, which Sanus and/or any other applicable individual/entity may become eligible for;
 - 21.3 nature of any relationship arrangement with a third party that gives rise to a Conflict Of Interest, in sufficient detail to enable the client to understand the exact nature of the relationship or agreement and the Conflict Of Interest; and
 - 21.4 inform the client of this Policy and where on the Website it may be accessed.

COMPLAINTS AND QUERIES UNDER THIS POLICY

- 22 In the event that you **wish to make a formal complaint or make an informal enquiry under this Policy**, please email the Compliance Officer directly on nic.l@sanusfinancial.com.