



FirstRand

## FAIS ACT CONFLICT OF INTEREST POLICY

July 2025

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## 1 CONTEXT

### 1.1 Policy required by FAIS Act subordinate legislation

The FirstRand code of ethics sets out FirstRand's commitment to high levels of integrity and fairness in all business dealings.

In addition, subordinate legislation published in terms of the Financial Advisory and Intermediary Services Act 37 of 2002, as amended (FAIS Act), imposes a duty on certain entities and individuals within FirstRand Limited (FirstRand or the group) to avoid or mitigate any situation in which a conflict of interest exists or may arise and to declare any such conflict of interest. The subordinate legislation also requires that a Financial Services Provider (the FSP) publish a conflict-of-interest management policy. FirstRand must ensure that the public version of this FAIS Act conflict of interest management policy is available on the FirstRand website. All FSPs that fall within the group must ensure that customers are directed to the FirstRand website to access the policy.

The responsibility to proactively and in good faith declare an actual or potential conflict of interest and to seek advice in cases of uncertainty, is fully vested with those affected by this policy.

### 1.2 Purpose

The FirstRand FAIS conflict of interest policy (hereinafter referred to as the policy) is designed to assist affected entities and individuals in protecting the interests of FirstRand and the interests of any client to whom a FAIS financial service is rendered.

The policy stipulates that all affected entities and individuals are required to declare their personal interests because some of these personal interests, upon examination, may prove to be unacceptable conflict of interest.

### 1.3 How should the policy be used?

All affected entities and individuals should refer to this policy for guidance on truthful, accurate and timely mitigation, management, and declarations of material personal interests.

The policy includes guidance on appropriate financial interest, methods of declaration, and to whom such declarations should be made.

Failure to comply with this policy constitutes misconduct and could result in disciplinary action being taken. In serious cases, such disciplinary action may result in termination of employment and/or debarment.

## 2 SCOPE

### 2.1 Who should heed the policy?

This policy supplements and must be read with other similar and related FirstRand policies including but not limited to the FirstRand Conflict of Interest Management Policy. The FSPs and individuals mentioned below must also adhere to the other FirstRand policies.

The policy applies when financial services, which are defined in and regulated by the FAIS Act and its subordinate legislation, are provided to clients. The policy will not apply to any financial service which is exempt from the provisions of the FAIS Act.

The policy is therefore applicable only when:

- any action is undertaken, by an entity or individual mentioned below; and
- which is or may amount to an actual or potential FAIS conflict of interest; and
- the outcome thereof will prevent the provision of an unbiased, objective, and fair financial service to a client as regulated by the FAIS General Code of Conduct.

Refer to section 2.3 in this policy for scope exclusions.

This policy is applicable to the following FSPs in FirstRand.

Financial service provider name	FSP#
First National Bank, a division of FirstRand Bank Limited	3071
FNB Financial Advisory, a business unit of First National Bank, a division of FirstRand Bank Limited	3075
FNB Premium, a segment of First National Bank, a division of FirstRand Bank Limited	624
FNB Commercial, a business unit of First National Bank, a division of FirstRand Bank Limited	20081
First Risk and Advisory Services (Pty) Ltd t/a FNB Brokers	52961
FNB Fiduciary (Pty) Ltd	574
FNB Stockbroking and Portfolio Management (Pty) Ltd	182
Rand Merchant Bank, a division of FirstRand Bank Limited	664
WesBank, a division of FirstRand Bank Limited	19233
Direct Axis SA (Pty) Ltd	7249
Direct Axis SA (Pty) Ltd	5
FNB Investor Services (Pty) Ltd	44341
Ashburton Fund Managers (Pty) Ltd	40169
Pointbreak Wealth Management Pty Ltd	18470

*Note that the above table reflects the FSP licences registered as at 1 July 2025. This list is subject to change. Always consult the Group Compliance Market Conduct team to obtain the latest list of FSPs under the FirstRand Group. Access the FSCA's website to view the most up-to-date details for each licence.*

The policy is further applicable to any of the following entities or individuals within FirstRand:

- all operating businesses.
- FSPs and legal entities who may be regarded as a "third party" as defined in the FAIS General Code of Conduct.

- any employee of any of the entities mentioned above, who may, on behalf of the entity, approve and/or accept the giving or receipt of any financial interest to/from any third party.
- any representative or juristic representative of any FSP listed above, authorised to provide FAIS financial services; and
- any key individual who has been approved by the Financial Sector Conduct Authority (FSCA) to manage and oversee compliance of an FSP with the requirements of the FAIS Act.

## 2.2 Where is it applicable?

This policy is applicable in South Africa and Namibia, as well as to all FSPs in FirstRand, in all countries and regions, who have been issued with a licence by the FSCA, to provide financial services in terms of Section 7 of the FAIS Act.

## 2.3 When is it applicable?

The policy applies when financial services, which are defined in and regulated by the FAIS Act and its subordinate legislation, are provided to clients.

**When do the prohibitions, listed in 3.3, not apply?** Some examples:

- **Sponsorships:** This policy will not apply to non-FAIS - regulated sponsorships, as defined in the applicable group standard.
- **Procurement:** Procurement suppliers generally provide goods and/or services to the group that are not regulated by the FAIS Act, e.g., stationery. This policy will, therefore, **not** apply to procurement.
- **FAIS exempt clients:** FSPs are exempt from FAIS when providing financial services to certain clients, such as corporate clients with a net asset value of more than R20 million, other banks, other insurers, certain asset managers who manage funds more than R1 billion and/or other foreign entities that have similar licensing and meet similar threshold requirements (where applicable) as the above South African clients. Accordingly, the FAIS prohibitions will not apply to FSPs and/or its representatives when engaging with exempt clients.

# 3 PROVISIONS

## 3.1 Duty to avoid and/or mitigate a conflict of interest

An entity, individual and/or FSP that the policy applies to must avoid, and where it is not possible mitigate, any conflict of interest between the entity and/or FSP, its representatives, and/or a client.

## 3.2 What is a FAIS conflict of interest

A FAIS conflict of interest is any situation in which an FSP or representative has an actual or potential interest that, when providing financial services to a client, influences his or her objectivity and prevents the entity or representative from providing a fair, objective, and unbiased financial service to a client.

### 3.3 Financial interests

#### 3.3.1 *What are financial interests*

The giving to and receiving from, third parties of any of the interests noted below are specifically prohibited. This prohibition does not, however, apply to the exclusions noted in Section 3.3.1.2 of the below definition, the exclusions noted in Section 2.3 above and the financial interests specifically mentioned in Section 3.3.2.1 below.

##### 3.3.1.1 *Financial interests include:*<sup>1</sup>

- any cash or cash equivalent (Note: for FirstRand employees' cash or cash equivalent interests are strictly prohibited),
- sponsorships (other than non-FAIS regulated sponsorships as detailed in section 2.3 above),
- Accommodation,
- Hospitality,
- domestic or foreign travel,
- discounts,
- vouchers,
- gift items – examples of gift items are all expenses paid weekend getaways; tickets to watch sporting activities such as rugby, cricket, or soccer; electronic devices such as laptops, tablets, or cellular phones,
- service, advantage, or benefit,
- other incentives or valuable consideration; and/or
- travel and accommodation relating to any type of training (exclusive or non-exclusive).

##### 3.3.1.2 *Financial interest does not include:*

- an ownership interest.
- training that is not exclusively available to a selected group of FSPs or representatives on:
  - general financial or industry information;
  - products or legal matters related to those products; and/or
  - specialised technological services of a third party that are necessary for the rendering of a financial service; but excluding travel and accommodation associated with that training; and/or
- a qualifying enterprise development contribution to a qualifying beneficiary entity by a provider that is a measured entity.

#### 3.3.2 *What financial interest is permitted or prohibited?*

Where the same legal entity is a product supplier and an FSP, the financial interest limitations stated in Section 3.3.2.1. below do not apply to representatives of that legal entity. However, Section 3.3.2.2 below will apply to these FSPs and the appointed representatives.

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<sup>1</sup> General Code of Conduct for Authorised Financial Services Providers and their Representatives

**3.3.2.1 The following financial interest is allowed in respect of FSPs or third parties who are not part of the same legal entity or group of entities:**

An FSP and/or a representative may only receive or offer the following financial interest to or from a third party:

- i. commission authorised under the Long-term Insurance Act, 1998 (Act No. 52 of 1998), or the Short-term Insurance Act, 1998 (Act No. 53 of 1998).
- ii. commission authorised under the Medical Schemes Act, 1998 (Act No. 131 of 1998).
- iii. fees authorised under the Long-term Insurance Act, 1998 (Act No. 52 of 1998), the Short-term Insurance Act, 1998 (Act No. 53 of 1998) or the Medical Schemes Act, 1998 (Act No. 131 of 1998),
- iv. fees for the rendering of a financial service in respect of which commission or fees referred to in subparagraph (i), (ii), or (iii) are not paid, if –
  - (aa) 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
  - (bb) those fees may be stopped at the discretion of the client.
- v. fees or remuneration for the rendering of a service to a third party.
- vi. subject to any other law, an immaterial financial interest<sup>2</sup>; and
- vii. a financial interest, other than that referred to above, for which a consideration, fair value, or remuneration that is reasonably commensurate to the value of the financial interest, is paid for by the authorised FSP or representative, at the time of receipt.

Further to the above, an FSP or its representatives may only receive or offer the financial interests referred to in subsections (iii), (iv) and (v) above, if –

- a) those financial interests are reasonably commensurate with the service being rendered, considering the nature of the service and the resources, skills, and competencies reasonably required to perform it.
- b) the payment of those financial interests does not result in the provider or representative being remunerated more than once for performing a similar service.

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<sup>2</sup> An "immaterial financial interest:" is defined as "any financial interest with a determinable monetary value, the value of which does not exceed R 1000 in any calendar year from the same third party in that calendar year received by a representative for that representatives direct benefit; or a provider, who for its benefit or that of some or all of its representatives, aggregates the immaterial financial interest paid to its representatives".

- c) any actual or potential conflicts between the interests of clients and the interests of the person receiving the financial interests are effectively mitigated; and
- d) the payment of those financial interests does not impede the delivery of fair outcomes to clients.

**BEFORE** an FSP or a representative agrees to receive or offer financial interest in terms of clause 3.3.2.1 subsections (iii), (iv), and (v) above, they are required to ensure compliance with subsections (a) to (d) above.

**Gifts and/or other financial interest - some examples of what is allowed/what is not allowed:**

**Gifts of R1 000 or below:** A FAIS representative or an FSP may receive immaterial financial interest (example: a voucher) from third parties not exceeding a total of R1 000 (or equivalent in Namibian dollar for Pointbreak) per third party, per calendar year.

Example:

- A FirstRand representative accepts **from Insurer 1** a voucher valued at R800 (or equivalent in Namibian dollar for Pointbreak) between 1 January to 31 December in Year 1.
- The same representative may receive another voucher to the value of a maximum of R200 (or equivalent in Namibian dollar for Pointbreak) from **Insurer 1** in the same Year 1.

The same representative may receive another voucher to a maximum value of R1 000 (or equivalent in Namibian dollar for Pointbreak) from **Insurer 2** in the same Year 1.

**Internal controls:**

- All gifts, irrespective of value, received must be declared on the Group DOI platform or the banking app > @Work page under the “Ethics and Conduct” tab. Should employees not have access to the DOI platform or the banking app, they must consult their relevant ethics office and/or compliance representative for manual declaration of interest forms and the process to be followed. A copy of the manual form is also available on the FirstRand ethics intranet site or can be requested by sending an email to [ethicsfirst@firstrand.co.za](mailto:ethicsfirst@firstrand.co.za)
- Even though the general gifts policy in an operating business may allow the receipt of a gift where the value thereof is more than R1 000 (or equivalent in Namibian dollar for Pointbreak), if the person is employed in a FAIS role, the person may not accept any gift from the same third party in the same calendar year that exceeds R1 000 (or equivalent in Namibian dollar for Pointbreak).

**General training and investor conferences:**

FSPs may offer general training conferences, if these are offered on a non-exclusive basis on matters relating to new products, general financial and industry information, or technological system changes relating to a financial service offering. This includes investor conferences.

**Immaterial financial interest:**

An immaterial financial interest is any travel, hospitality, accommodation, sponsorships, gifts, activity vouchers, or any other incentive (example: golf day invitations, prizes to win an Xbox, etc.) received by a person referred



to in Section 2.1 above, where the value thereof does not exceed R1 000 (or equivalent in Namibian dollar for Pointbreak) per calendar year from the same third party.

**Qualifying enterprise development contributions:**

An FSP may offer a qualifying enterprise development contribution to a qualifying beneficiary entity, provided that:

- i. The FSP meets the concept of a “measured entity” as contained in the Financial Sector Charter (FSC), Government Gazette No. 41287 issued 26 November 2012; and
- ii. The qualifying enterprise and contribution to be provided meet the requirements of the FSC.

To note:

- a) “Qualifying beneficiary entity” has the meaning contemplated in the FSC insofar as it relates to an entity qualifying for enterprise development contribution; and
- b) “Qualifying enterprise development contribution” has the meaning assigned to it in the FSC

**3.3.2.2 *An FSP (and/or any individual referred to in Section 2 (1) above, acting on behalf of an FSP) may not offer any financial interest to its representatives:***

- (i) that is determined with reference to the quantity of business secured for the provider without also giving due regard to the delivery of fair outcomes for clients; or
- (ii) for giving preference to a specific product supplier, where a representative may recommend more than one product supplier to a client: or
- (iii) 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.

Further to the above, for purposes of subsection (i) above, an FSP must be able to demonstrate that the determination of and entitlement to the financial interest considers measurable indicators relating to the-

- (i) achievement of minimum service level standards with respect to clients.
- (ii) delivery of fair outcomes for clients.
- (iii) quality of the representative’s compliance with the FAIS Act.

as agreed between the FSP and the representative, and that sufficient weight is attached to such indicators to materially mitigate the risk of the representative giving preference to the quantity of business secured for the provider over the fair treatment of clients.

**3.3.3 *What are ownership interests?***

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.

*Please note that significant ownership excludes equity held as an approved nominee on behalf of another person. A nominee company refers to any entity that holds assets in its own name on behalf of the beneficial owner (i.e. the nominee company is not the beneficial owner of these assets). If you are uncertain, you should contact your compliance officer for further guidance.*

### **3.3.4 Who are associates?**

*An associate:*

(a) in relation to a natural person, means -

- (i) a person who is recognised in law or the tenets of religion as the spouse, life partner or civil union partner, of that person.
- (ii) a child of that person, including a stepchild, an adopted child, and a child born out of wedlock.
- (iii) a parent or stepparent of that person.
- (iv) 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 person mentioned.
- (v) a person who is the spouse, life partner or civil union partner of a person referred to in subparagraphs (ii) to (iv).
- (vi) a person who is in a commercial partnership with that person.

(b) in relation to a juristic person -

- (i) 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.
- (ii) which is a close corporation registered under the Close Corporations Act, 1984 (Act No. 69 of 1984), means any member thereof as defined in section 1 of that Act.
- (iii) which is not a company, or a close corporation as referred to in subparagraphs (i) or (ii), means another juristic person, which would have been a subsidiary or holding company of the first-mentioned juristic person-
  - (aa) had such first-mentioned juristic person been a company; or
  - (bb) in the case where that other juristic person, too, is not a company, had both the first-mentioned juristic person and that other juristic person been a company.
- (iv) means any person in accordance with whose directions or instructions the board of directors of or, in the case where such a juristic person is not a company, the governing body of such a juristic person is accustomed to act.

(c) in relation to any person -

- (i) means any juristic person of which the board of directors or, in the case where such a juristic person is not a company, the governing body is accustomed to act in accordance with the directions or instructions of the first mentioned person in this section.
- (ii) includes any trust controlled or administered by that person.

An FSP or its representative may not avoid, limit or circumvent or attempt to avoid, limit or circumvent compliance with the FAIS Act and General Code of Conduct through an associate or an arrangement involving an associate.<sup>3</sup>

### **3.3.5 What the FAIS General Code of Conduct says about sign-on bonuses**

#### **3.3.5.1 What prohibitions apply to sign-on bonuses?**

A category I provider that is authorised or appointed to give advice may not receive a sign-on bonus from any person.

No person may offer or provide a sign-on bonus to any person, other than a new entrant, as an incentive to become a category I provider that is authorised or appointed to give advice.

#### **Practical example: what is not allowed**

Management and/or key individuals of any FSP in the group may not:

- conclude discussions with representatives of external FSPs, the outcome of which is that sign-on bonuses are offered to these persons as incentives for them to become FAIS representatives to render advice in any of the group's FSPs; and/or
- any offer containing such incentives, (including cash offers and formulae that determine how the quantum of the cash offer is made up) is strictly not allowed to be made.

### **3.3.6 Factors to consider when identifying whether a conflict of interest exists or may arise**

The following factors (but not limited to) may be considered when assessing whether an actual or potential conflict of interest exists, or may arise:

- Whether the FSP and/or representative is likely to avoid a financial loss or make a financial gain that will negatively influence the ability of the FSP/representative to provide FAIS financial services to a client impartially.
- Whether the FSP and/or representative have an interest in the outcome of the FAIS financial service provided to the client or in a transaction carried out on behalf of the client, that is distinct from that client's interest in that outcome; and/or
- Whether the FSP and/or representative have a financial or other incentive to favour the interests of a third party, potential client, or group of clients over the interests of an existing client.

### **3.3.7 Internal procedures to assess, avoid and mitigate FAIS conflicts of interest**

Where any entity or individual referred to in Section 2.1 above believes that a conflict of interest exists or may arise, they are required to follow the procedures stipulated in Schedule 1 of this document.

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<sup>3</sup> Section 3A(3) of the General Code of Conduct for Authorised FSPs and their representatives

### **3.3.8 Duty to disclose conflicts of interest**

Subsequent to the procedure undertaken in Schedule 1 and once it has been established that a conflict of interest may or does exist, the FSP and/or representative and/or any other individual or entity referred to in section 2.1 above, as applicable, must disclose the actual or potential conflict of interest to a client in writing. Disclosure must be made at the earliest reasonable opportunity.

The written disclosure must include the following information:

- measures taken, in accordance with this policy, to avoid or mitigate the conflicts of interest.
- any ownership or financial interest, other than an immaterial financial interest, which the FSP or representative may become eligible for.
- 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
- inform the client of this policy and how it may be accessed.

Affected entities and individuals are strictly prohibited from making false declarations. False declarations contain purposeful omissions that are not in line with the fit and proper requirements placed on these entities and individuals in terms of honesty, integrity, and good standing.

List of associates and information pertaining to ownership interest

Refer to **Schedule 2** hereof for a list of associates who undertake FAIS financial services related to business in FirstRand.

A complete list of associates will be made available, on request, to any person(s) legally entitled thereto, provided that the financial service giving rise to the request was rendered in terms of FAIS.

### **3.3.9 Responsibility to seek advice and to declare interests**

The declaration prescriptions within this policy are not meant to be exhaustive. It remains the responsibility of those subject to this policy to seek advice on possible material interests and to declare such interests accordingly.

### **3.3.10 Consequence Management**

Compliance with the provisions of this policy is mandatory to the persons and entities set out in section 2 of this policy. Non-compliance can expose employees, directors and FirstRand to significant regulatory action (including fines, penalties, debarment of representatives and key individuals and revocation of the relevant FSP licence) and criminal liability. Non-compliance by FirstRand employees acting on behalf of an FSP, may therefore result in disciplinary action and could result in dismissal and may include civil or criminal prosecution in terms of the applicable legislation.

## **SCHEDULE 1**

Access the Group Declaration of Interest policy and process on the Group Ethics sharepoint:  
<https://firstrandgroup.sharepoint.com/sites/FCCEthics/SitePages/Governance>

## SCHEDULE 2

FirstRand's simplified ownership and legal entity structure can be found on the group's website at: <https://www.firstrand.co.za/the-group/ownership-and-legal-structure/>

### FirstRand Limited FAIS impacted structure as at 28 February 2025

Company name	Direct holding %	Parent company name
FirstRand Bank Limited	100%	FirstRand Limited

*Note: FirstRand Bank Limited has the following FAIS licences:*

- Rand Merchant Bank, a division of FirstRand Bank Limited (FSP 664)
- WesBank, a division of FirstRand Bank Limited (FSP 19233)
- First National Bank, a division of FirstRand Bank Limited (FSP 3071)
- FNB Commercial, a business unit of FNB, a division of FirstRand Bank Limited (FSP 20081)
- FNB Financial Advisory, a business unit of FNB, a division of FirstRand Bank Limited (FSP 3075)
- FNB Premium, a segment of FNB, a division of FirstRand Bank Limited (FSP 624)

### FirstRand Investment Holdings (Pty) Limited (and other direct interests) FAIS impacted structure as at 28 February 2025

Company name	Direct holding %	Parent company name
FirstRand Investment Holdings (Pty) Ltd	100%	FirstRand Limited
FNB Stockbroking and Portfolio Management (Pty) Ltd	100%	FirstRand Investment Holdings (Pty) Ltd
FNB Fiduciary (Pty) Ltd	100%	FirstRand Investment Holdings (Pty) Ltd
Direct Axis SA (Pty) Ltd	100%	FirstRand Investment Holdings (Pty) Ltd
First Risk and Advisory Services (Pty) Ltd	100%	FirstRand Investment Holdings (Pty) Ltd
NewInvest 231 (Pty) Ltd	100%	WesInvest Holdings (Pty) Ltd
WestInvest Holdings (Pty) Ltd	100%	FirstRand Investment Holdings (Pty) Ltd

### FirstRand Investment Management Holdings (Pty) Limited FAIS impacted structure as at 28 February 2025

Company name	Direct holding %	Parent company name
FirstRand Investment Management Holdings Limited	100%	FirstRand Limited
FNB Investor Services (Pty) Ltd	100%	FirstRand Investment Management Holdings Limited
FNB Investor Nominees (RF) (Pty) Ltd	100%	FNB Investor Services (Pty) Ltd

Gardenview Nominees (RF) (Pty) Ltd	100%	FNB Stockbroking and Portfolio Management (Pty) Ltd
FNB Investments Nominee (RF) (Pty) Ltd	100%	FNB Stockbroking and Portfolio Management (Pty) Ltd
FNT Nominees (RF) (Pty) Ltd	100%	FNB Fiduciary (Pty) Ltd
Retail Equities Nominees (RF) (Pty) Ltd	100%	FirstRand Investment Holdings (Pty) Ltd
Ashburton Fund Managers (Pty) Ltd	100%	FirstRand Investment Management Holdings Limited
Ashburton Investments Nominees (RF) (Pty) Ltd	100%	Ashburton Fund Managers (Pty) Ltd

**FirstRand EMA Holdings (Pty) Ltd FAIS impacted structure as at 28 February 2025**

Company name	Direct holding %	Parent company name
FirstRand EMA Holdings (Pty) Ltd	100%	FirstRand Limited
FirstRand Namibia Limited	58.4%	FirstRand EMA Holdings (Pty) Ltd
Pointbreak Wealth Management (Pty) Ltd	100%	FirstRand Namibia Limited

**ADDENDUM**

i) A **client** as defined in the FAIS Act means a specific person or group of persons, excluding the general public, who is or may become the subject to whom a financial service is rendered intentionally, or is the successor in title of such person or the beneficiary of such service.

ii) A **financial service** as defined in the FAIS Act means any service contemplated in paragraph (a), (b) or (c) of the definition of “financial services provider”, including any category of such services.

iii) An **authorised financial services provider** as defined in the FAIS Act means any person, other than a representative, who as a regular feature of the business of such person:

- (a) furnishes advice.
- (b) furnishes advice and renders any intermediary service; or
- (c) renders an intermediary service.

iv) A **product supplier** as defined in the FAIS Act means any person who issues a financial product by virtue of an authority, approval or right granted to such person under any law, including the Companies Act, 1973 (Act 61 of 1973).

v) A **third party** as defined in Board Notice 58 of 2010 means:

- (a) a product supplier.
- (b) another provider.

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

vi) A **representative** as defined in the FAIS Act 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:

- (a) does not require judgement on the part of the latter person; or
- (b) does not lead a client to any specific transaction in respect of a financial product in response to general enquiries.

vii) A **key individual** as defined in the FAIS Act means in relation to an authorised FSP, or a representative, carrying on business as a corporate, any natural person responsible for managing or overseeing, either alone or together with other so responsible persons, the activities of the body relating to the rendering of any financial service.

viii) A **conflict of interest** as defined in the FAIS General Code of Conduct 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-

- (a) influence the objective performance of his, her or its obligations to that client; or
- (b) prevent a provider or representative from rendering an unbiased and fair financial service to that client, or from acting in the best interests of that client,

including, but not limited to-

- (i) a financial interest.
- (ii) an ownership interest.
- (iii) any relationship with a third party.

ix) **Sign-on bonus** as defined in the FAIS General Code of Conduct 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-
  - (i) compensation for the-
    - (aa) potential or actual loss of any benefit including any form of income, or part thereof; or
    - (bb) 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
  - (ii) a loan, advance, credit facility or any other similar arrangement.



x) A “**financial interest**” as defined in the FAIS General Code of Conduct 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-

- (a) an ownership interest.
- (b) training that is not exclusively available to a selected group of providers of representatives on-
  - (i) products and legal matters relating to those products.
  - (ii) general financial and industry information.
  - (iii) specialised technological systems of a third party necessary for the rendering of a financial service; but excluding travel and accommodation associated with that training.
- (c) a qualifying enterprise development contribution to a qualifying beneficiary entity by a provider that is a measured entity.

xi) “measured entity” has the meaning assigned to it in the FSC insofar it relates to a qualifying enterprise development contribution.

### **Ethics Line Contact Details**

You may report any wrongdoings or concerns anonymously, partially anonymously, or confidentially. Please use the below channels:

FirstRand ethics line website: <https://firstrandbank.navexone.eu/peoplehub>

Report online: <https://firstrandbank.ethicspoint.com>

Report on mobile: <https://firstrandbank.navexone.eu>

South Africa toll free: 08000 10 744

Namibia: 083 380 0102