



CONFLICT OF INTEREST POLICY



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Visio Fund Management is an authorised FSP (license no. 49566)



INTRODUCTION

Section 3A(2)(a) of the General Code of Conduct for Authorised Financial Services and Representatives requires every Financial Service Provider to adopt, maintain and implement a Conflict of Interest Policy that complies with the provisions of the FAIS Act.

This document embodies the Conflict of Interest Policy for Visio Fund Management (Pty) Limited (FSP 49566) and its associates, who collectively will hereinafter be referred to as “Visio”.

Terms not defined in the Conflict of Interest Policy are listed under Annexure A.

This policy is applicable to the FSP, all providers of the FSP, key individuals, representatives, associates, and administrative personnel. The FSP is committed to ensuring compliance with this policy and the processes will be monitored on an ongoing basis.

Any non-compliance with the policy will be viewed in a severe light. Non-compliance will be subject to disciplinary procedures in terms of FAIS and employment conditions and can ultimately result in debarment or dismissal as applicable.

Avoidance, limitation, or circumvention of this policy via an associate will be deemed noncompliance.

OBJECTIVES OF THE POLICY

In terms of the Financial Advisory and Intermediary Services Act, 2002, Visio is required to maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to identify, monitor and manage conflict of interest. Visio has put in place a policy to safeguard its clients' interests and ensure fair treatment of clients.

All providers, key individuals, representatives, associates, and administrative personnel will commit to such policy and the processes will be monitored on an ongoing basis.

Visio keeps and maintains registers in which all actual or potential conflicts are recorded.

The primary objectives of this Policy are:

- a. To disclose to Visio's clients any circumstances which may give rise to an actual or potential conflict of interest and take all reasonable steps to ensure fair treatment of the client;
- b. To provide guidance on the behaviours expected in accordance with Visio's standards;

- c. To promote transparency and to avoid business-related conflict of interest;
- d. To ensure fairness in the interests of employees and Visio;
- e. To document the process for the disclosure, approval and review of activities that may amount to actual, potential, or perceived conflict of interest;
- f. To provide a mechanism for the objective review of personal outside interests and circumstances that may give rise to potential or actual conflict of interest;
- g. To ensure all Visio's employees comply with the provisions of the policy, related policies and general fiduciary duty towards Visio's funds as set out in the PA Dealing Policy.
- h. To guide the behavior of all Visio employees, set the standard of conduct and create a sense of obligation, with regards to the rules regarding accepting or giving gifts, financial interests, entertainment, and hospitality;
- i. To avoid the creation of an appearance of impropriety or raise a potential conflict of interest;
- j. To safeguard both Visio and its third parties' interests;
- k. To mitigate reputational risk through the acceptance and giving of gifts and financial interests; and
- l. To mitigate any breach of local or international corruption or bribery laws.

Visio is committed to ensuring that all business is conducted in accordance with good business practice. To this end, Visio conducts business in an ethical and equitable manner and in a way that safeguards the interests of all stakeholders to minimize and manage all real or potential conflict of interest. Visio and its representatives must therefore avoid (or mitigate where avoidance is not possible) any conflict of interest between Visio and a client or its representative and a client.

UNDERSTANDING CONFLICT OF INTEREST

When is it a Conflict of Interest?

“**Conflict of interest**” means any situation in which Visio or its 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 Visio or its representatives 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;
- an ownership interest;
- any relationship with a 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 in paragraphs (i) to (iv) above provides a financial interest to a provider or its representatives.)

“Financial interest” means any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic and foreign travel, hospitality, accommodation, sponsorship, other incentive, or valuable consideration which exceeds R1000, other than –

- a. an ownership interest;
- b. 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;
 - specialized technological systems of a third party necessary for the rendering of a financial service; but excluding travel and accommodation associated with that training.

“Any relationship with a third party” means any relationship with a product supplier, other FSPs, an associate of a product supplier or an associate of the FSP. A third party also includes any other person who, in terms of an agreement or arrangement, provides a financial interest to the FSP or its representatives.

“Immaterial financial interest” any financial interest with a determinable monetary value, the aggregate of which does not exceed R1000 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.

Visio or its representatives may only receive or offer financial interest from or to a third party as determined by the Registrar of Financial Services Providers from time to time.

The Registrar of Financial Services Providers issued Board Notice 58 of 2010 (BN 58) under section 15 of the Financial Advisory and Intermediary Services Act, 2002 (FAIS). BN 58 amends the General Code of Conduct for Authorised Financial Services Providers and Representatives under FAIS and determines that a financial services provider or its representatives may only receive or offer financial interest from or to a third party as follows:

- a. Commission authorised under the Long-term Insurance Act (52 of 1998);

- b. Fees authorised under the Long-term Insurance Act (52 of 1998) if those fees are reasonably commensurate to a service being rendered;
- c. Fees for the rendering of a financial service in respect of which commission or fees referred to in sub-paragraph (i), (ii) or (iii) is not paid, if those fees –
 - i. are specifically agreed to by a client in writing; and
 - ii. may be stopped at the discretion of that client.
- d. 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;
- e. Subject to any other law, an immaterial financial interest; and
- f. A financial interest, not referred to under sub-paragraph (a) to (e), 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.

On what basis may Visio give and receive financial interests?

The financial interest referred to above may only be offered or received by the FSP or its representatives, if:

- The financial interests are proportionate (reasonably commensurate) to the service being rendered, considering the nature of the service, the resources, skills, and competencies that are reasonably required to perform it.
- The payment of those financial interests does not result in the FSP, or representative being remunerated more than once for performing the same service.
- Any actual or potential conflicts between the interests of clients and the interests of the person receiving those financial interests are effectively mitigated; and
- The payment of those financial interests does not impede the delivery of fair outcomes to clients.

Visio may not offer any financial interest to its representatives-

- for giving preference to the quantity of business secured for the provider to the exclusion of the quality of the service rendered to clients; 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; OR
- for giving preference to a specific product supplier, where a representative may recommend more than one product supplier to a client.

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.

MECHANISMS FOR IDENTIFYING CONFLICT OF INTEREST

To adequately manage Conflict of Interest, senior management have primary responsibility for identifying, recording, and managing conflict of interest. They will be assisted in the management of conflict of interest situations by the Compliance Manager.

In determining whether there is or may be a COI to which the policy applies, Visio considers whether there is a material risk of unfair treatment or bias for the client, taking into account whether the Visio or its representative, associate or employee:

- is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- 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 is distinct from the client's interest in that outcome.
- has a financial or other incentive to favour the interest of another client, group of clients or any other third party over the interests of the client.
- receives or will receive from a person other than the client, an inducement in relation to a service provided to the client in the form of monies, goods, or services, other than the legislated commission or reasonable fee for that service.

The Conflict of Interest Register will be reviewed periodically by the Board of Directors and senior management to identify new or potential conflicts, avoidable or unavoidable conflicts.

RESOLVING CONFLICT OF INTEREST

If it is decided to proceed, the conflict can be normally managed by a combination of internal controls and appropriate disclosures.

Depending on the circumstances and the nature of any given conflict, it may be appropriate to:

- ❖ Disclose the conflict of interest to the client in writing and at the earliest reasonable opportunity;
- ❖ Allocate another member of staff to provide the service;
- ❖ Decline to provide a service to the client;
- ❖ Initiate internal/external disciplinary action (e.g., referring the matter to the Regulator) where warranted.

What constitutes an appropriate response to a given conflict of interest will always depend on the circumstances and facts of the case.

In the event of a conflict of interest being identified and avoidance of this conflict of interest is not possible, the Compliance Manager must be advised of the reasons therefore and what measures the business will implement to mitigate such conflict of interest. Measures to mitigate will include disclosure to clients.

POTENTIAL CONFLICT OF INTEREST THAT COULD AFFECT VISIO

A conflict of interest is a situation in which financial or other personal considerations have the potential to compromise or bias professional judgement and objectivity.

An apparent conflict of interest is one in which a reasonable person would think that the professional's judgement is likely to be compromised. A potential conflict of interest involves a situation that may develop into an actual conflict of interest.

The following are potential conflict of interest that could affect Visio:

- ❖ Directorships or other employment. Every employee is required, in terms of their employment contract, to receive prior written approval from any one of the Directors if during an employee's period of service, whether for reward or not, directly, or indirectly he/she is interested or engaged in or concerned with or employed by any business, trade or concern other than that of Visio.
- ❖ Interests in business enterprises or professional practices;
- ❖ Share ownership;
- ❖ Beneficial interests in trusts;
- ❖ Personal account trading;
- ❖ Professional associations or relationships with other organizations;
- ❖ Personal associations with other groups or organizations, or family relationships;
- ❖ Front running, which Visio strongly prohibits;
- ❖ Rebates;
- ❖ Kickbacks; and
- ❖ Commission.

RULES REGARDING GIFTS

- a. An employee should not accept or provide any gifts, that might influence the decisions he/she or the recipient must make in business transactions, or that others might reasonably believe would influence those decisions.

- b. Modest gifts, financial interests and favours, which would not be regarded by others as improper, may be accepted or given on an occasional basis. Entertainment that satisfies these requirements and conforms to generally accepted business practices also is permissible.
- c. Where there is a law or rule that applies to the conduct of a particular business or the acceptance of gifts of even nominal value, the law or rule must be followed.
- d. Gifts given to any third party, supplier or client by a Visio employee will require written approval from the Chief Executive Officer (CEO) and may not exceed a value of R1000. Such giving of gifts shall not in any way amount to undue influence on any third party, supplier or client. No more than one gift shall be given to the same third party, supplier or client on an annual basis.
- e. All gifts received or given, exceeding R1000, must be disclosed within 30 days from receipt of such gift in the Financial Interest Register. The Register will be kept with the Compliance Manager.

MEASURES TO AVOID CONFLICT OF INTEREST

The Key Individuals and the Compliance Manager are responsible to monitor compliance with the Conflict of Interest Policy and ensure that all Key Individuals, representatives and staff are aware that they need to report all actual and potential conflict of interest that might become relevant to them.

1. The Key Individuals and the CEO shall regularly review all terms and conditions of the relationship between Visio and all product suppliers, associates, third parties and the like.
2. Create awareness and knowledge of applicable stipulations of the General Code of Conduct and relevant legislation relating to conflict of interest, through training and educational material.
3. Ensure understanding and adoption of Conflict of Interest Policy and management measures by all employees, representatives and associates.
4. Carry out regular inspections on all commissions, remuneration, fees, and financial interests proposed or received in order to avoid non-compliance.
5. Keep a register of Conflict of Interest.

6. Once a conflict of interest has been identified it needs to be appropriately and adequately managed.
7. We may decline to act for a client in cases where we believe the conflict of interest cannot be managed in any other way.

The Key Individuals and the Compliance Manager will assess each conflict, including whether the conflict is actual or perceived, what the value of the conflict or exposure is and the potential reputational risk. Compliance and management then agree on the controls that need to be put in place to manage the conflict.

Any financial interest described below that does not fall within the provisions permitted “Financial Interests” is prohibited and may not be accepted:

- ❖ Any cash payment received from any third party.
- ❖ Any cash equivalent received from any third party.
- ❖ Any voucher received from any third party.
- ❖ Any gift received from any third party.
- ❖ Any service received from any third party.
- ❖ Any advantage received from any third party.
- ❖ Any benefit received from any third party.
- ❖ Any discount received from any third party.
- ❖ Any domestic or foreign travel received from any third party.
- ❖ Any hospitality received from any third party.
- ❖ Any accommodation received from any third party.
- ❖ Any sponsorship received from any third party.
- ❖ Any other incentive or valuable consideration received from any third party.

- ◆ **SPECIAL CIRCUMSTANCES AND CONDITIONS**

Visio understands the importance of fostering relationships with third parties, suppliers, and clients.

Any exceptions to the above disclosure requirements, any employee participation or attendance at bona-fide business events will be subject to the following conditions:

- a. Prior approval from the CEO and
- b. It must be an existing third party, supplier or client who must be in attendance at the event.

DISCLOSURE OF CONFLICT OF INTEREST

1. At the earliest reasonable opportunity, Visio and its representative must, in writing, disclose to a client any conflict of interest in respect of that client including –
 - ❖ Measures taken to avoid or mitigate the conflict;
 - ❖ Any ownership interest or financial interest that the provider or representative may be or become eligible for;
 - ❖ The nature of the relationship or arrangements 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 conflict of interest.
2. At the earliest reasonable opportunity, Visio and its representative must, in writing, inform a client of the Conflict of Interest Policy and how it may be accessed.
3. Notification of an actual or potential conflict of interest should be reported to a person with responsibility for the issue or area, such as the relevant management team, supervisor, head of the department or key individual. Should uncertainty regarding a possible conflict of interest arise, clarity must immediately be sought from the Key Individuals or the Compliance Manager.
4. In accordance with an employee's obligation to act in the best interest of his or her employer, it is not permissible for employees to engage in conduct that would amount to a conflict of interest with Visio or its clients.
5. Staff that fail to disclose a potential or actual conflict of interest in accordance with this policy may be liable to disciplinary procedures as governed by relevant industrial awards or agreements.

PROCESSES, PROCUDURES AND INTERNAL CONTROLS TO FACILITATE COMPLIANCE WITH THE POLICY

1. Upon joining Visio, every member of staff receives a copy of the Conflict of Interest Policy and signs an acknowledgment of receipt and review.
2. Every staff member must have a copy of the Conflict of Interest Policy, or access to the latest electronic copy, and declare compliance with Conflict of Interest Policy annually.

3. All employees shall, on a periodic basis, receive the necessary guidance and training to ensure compliance with the Conflict of Interest Policy.
4. If a potential conflict of interest arises, the transaction must first be discussed with management before entering into the transaction.
5. The Conflict of Interest Policy, and related policies, will be reviewed and approved by the Board of Directors annually.

CONSEQUENCES OF NON-COMPLIANCE WITH THE POLICY BY THE PROVIDERS' EMPLOYEES AND REPRESENTATIVES

1. Non-compliance with this policy and the procedures described in it may be considered to be misconduct and employees may be subject to disciplinary action that may lead to dismissal or in the case of representatives, possible debarment with the FSCA.
2. Every staff member will be sent a copy of the policy.
3. Should any employee be in any doubt as to the applicability of this policy, the Compliance Manager should be consulted.
4. Non-compliance with this policy and the procedures described in it may be considered to be misconduct and employees may be subject to disciplinary action that may lead to dismissal.

RENUMERATION POLICY

Visio's remuneration policy is:

1. Employees receive a basic salary;
2. Employees receive a bonus based on performance and allocated at the discretion of management;
3. Long-standing employees receive a shareholding in Visio;
4. Employees that are shareholders of Visio receive dividends as and when declared by Visio.

Visio does not incentivise representatives for promoting its products and representatives do not promote products of any other service provider.

LIST OF ALL VISIO ASSOCIATES

1. Visio Capital Management (Pty) Ltd (15.31%)
2. Royal Investment Managers (Pty) Ltd (32,1%)

Visio has implemented the registers below:

- ❖ Nature and Extent of Ownership interests
- ❖ Financial Interest Received
- ❖ Nature and Extent of Business Relationships

At Visio we believe in open, honest, and transparent interactions with our clients. In the course of our business activities, situations may arise whereby we may become entitled to certain financial interests supplied by external parties in addition to the commission that we earn or the fees that we charge.

At Visio we take pride therein that our advice and services are objective and free of external influence, but wish to disclose to you, our valued client, that we have received the following financial interests and wish to disclose the value and the reason for receiving the financial interests.

We do not believe that the financial interests received constitute a conflict of interest but would gladly address any concerns you may have. These are contained in the Financial interest received register, which is available upon request.

We may also enjoy a preferred status with one or more of the products suppliers' companies with whom we hold contracts. This status allows us and our customers certain benefits when dealing with these providers.

We similarly make every effort to ensure that our advice is not influenced by our status with any one product supplier but believe that disclosure of these business relationships and the benefits they include, allow you to make informed decisions. Business Relationship/ Association register available upon request.

In accordance with the General Code of Conduct we are required to disclose any ownership interest we may have in external parties. These are contained in the Ownership interest register, which is available upon request.

Masthead Membership

We are proud to state that we are members of the Masthead Financial Advisors Association. This association is a voluntary body of independent financial advisors, regulated by its own constitution and

code of conduct. This code of conduct requires its members to adhere to ethical and professional standards and to act in the best interest of our clients.

As members of the Association, we may become entitled to certain discounts by virtue of our membership.

The Masthead Financial Advisors Association holds 25% of the issued share capital in Masthead (Pty) Ltd, which is a separate legal entity that specialises in providing support services to independent financial services intermediaries. We have contracted with Masthead (Pty) Ltd to deliver certain services to us, including compliance services. For these services we pay a monthly service fee.

For the sake of full disclosure, please note that we derive no financial interest from Masthead other than services that are paid for.

ANNEXURE A

“Associate” in relation to 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.

“Distribution channel” means -

- a. any arrangement between a product supplier or any of its associates and one or more providers of any of its associates in terms of which arrangement any support or service is provided to the provider or providers in rendering financial service to a client;
- b. any arrangement between two or more providers or any of their associates, which arrangement facilities, supports or enhances a relationship between the provider or providers and a product supplier;
- c. any arrangement between two or more suppliers or any of their associates, which arrangement facilities, supports or enhances a relationship between the provider or providers and a product supplier.

“Employee” means any person -

- a. employed by Visio or any of its subsidiaries;
- b. dealing or managing investments on behalf of Visio or any of its subsidiaries or its clients;
- c. who is privy to confidential or proprietary information which could result in a conflict of interest if the employee used the information to his/her advantage;
- d. fixed term contractors and connected persons.

“Fair value” has the meaning assigned to it in the Companies Act 71 of 2008 and the financial standards adopted.

“Gifts” include:

any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive, or valuable consideration other than financial industry invitations.

“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.

“Financial industry invitations” are:

invitations to conferences, training sessions and events that relates to the dissemination of market or financial information.

“Ownership interest” means –

- a. any equity or proprietary interest, for which fair value was paid by the owner at the time of acquisition, other than the equity or proprietary interest held as an approved nominee on behalf of another person; and
- b. includes any dividend, profit share or similar benefit derived from that equity or ownership interest.

“Representative” means any natural person who renders a financial service to a client for and on behalf of an FSP in terms of conditions of employment or any other nature.

“Company/Holding Company/Subsidiary” as defined in the Companies Act 71 of 2008