CORION CAPITAL

CORION GROUP ("CORION")

CONFLICT OF INTEREST MANAGEMENT POLICY

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A. INTRODUCTION

1. This document embodies the Conflict of Interest Management Policy for the Corion Group, which consists of the following companies:
   - Corion Holdings (Pty) Ltd
   - Herminite (Pty) Ltd
   - Corion Capital (Pty) Ltd

2. “Conflict of interest” means any situation in which Corion or its representatives 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 Corion 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
   i. a financial interest;
   ii. an ownership interest;
   iii. any relationship with a third party (“third party” means
      a. a product supplier,
      b. another provider,
      c. an associate of a product supplier or a 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.)

3. The primary objectives of this Policy are:
   i. To provide guidance on the behaviors expected in accordance with Corion’s standards;
   ii. To promote transparency and to avoid business-related COI;
   iii. To ensure fairness in the interests of employees and Corion;
   iv. To document the process for the disclosure, approval and review of activities that may amount to actual, potential or perceived COI;
   v. To provide a mechanism for the objective review of personal outside interests.

4. Corion is committed to ensuring that all business is conducted in accordance with good business practice. To this end Corion 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 (COI). Corion and its representative must

therefore avoid (or mitigate where avoidance is not possible) any COI between Corion and a client or its representative and a client.

B. FINANCIAL INTEREST AND GIFTS

1. Corion or its representatives may only receive or offer financial interest and/or gifts from or to a third party as determined by the Commissioner of the Financial Sector Conduct Authority from time to time, and as set out in Annexure A hereto.

2. “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, other than –
   - i. an ownership interest
   - ii. 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;
   - i. qualifying enterprise development contribution to a qualifying beneficiary entity by a provider that is a measured entity.
3. Any financial interest received by an employee of Corion must within 10 days of that receipt be recorded in the gift registry of Corion, attached hereto as Annexure B
4. Corion 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 and the delivery of fair outcomes for clients; OR giving preference to a specific product supplier, where a representative may recommend more than one product supplier to a client; OR giving preference to a specific product of a product supplier, where a representative may recommend more than one product supplier to a client.
5. Corion 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 in respect of clients;

   ii Quality of the representative's compliance with this Act;

   As agreed between Corion 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.

C. MECHANISMS FOR IDENTIFYING COI

1. Corion will appoint a compliance champion who will be responsible for compliance with the COI Management Policy and establishing the necessary procedures to ensure compliance;
2. Corion will establish a Conflict of Interest Register which will be provided to the Compliance Officer to keep on record;
3. Document all associates and distribution channels;
4. List all third parties with an ownership in Corion and the nature and extent of the ownership
5. Identify those third parties where a FAIS relationship exists;
6. Corion will require employees to comply with the COI Management Policy and monitor their compliance and Identify conflicts of interest in terms of the Conflict of Interest the following COI Determination Process:

Conflict of Interest Determination Process

Step 1. Identify a conflict of interest

Step 2. Escalate the conflict of interest to the appointed compliance champion

Step 3. The compliance champion will log the conflict.

Step 4. The conflict will be assessed for materiality by the business Head and the decision will be taken to:

- Avoid:
  a) Log reason for avoiding in the Conflict Register

- Proceed:
  a) Log reason for acceptance in the Conflicts Register
  b) Disclose the conflict in term of the disclosure policy, which will be to both clients and management.

Step 5: Mitigate for compliance - ongoing

7. Document the basis on which the above identified representatives, associates, and distribution channel qualify for a financial interest, and motivate how this does not conflict with the COI Management Policy
8. Corion will review the Management Policy in terms of the review process.
9. The Compliance Officer will report to the Registrar as and when required.

D. RESOLVING COI

1. The first and most important line of defense against COI or commitment must be by the key individuals and representatives themselves.
2. The conflict will be assessed for materiality by the business Head and the decision will be taken to Proceed may only be taken if it is in the Compliance Champions view that it is in the best interests of the client to manage the conflict and that such conflict is disclosed to both clients and management. The disclosure must be:

a. Clear, concise and enable informed decision making by the affected party
b. Disclosure of a conflict must be made pre-transaction

E. POTENTIAL COI THAT COULD AFFECT CORION

1. The following are potential COI that could affect Corion and must disclosed by all employees and Representatives:
    i. Directorships or other employment;
    ii. interests in business enterprises or professional practices;
    iii. share ownership;
    iv. beneficial interests in trusts;
    v. personal Account Trading;
    vi. professional associations or relationships with other organizations;
    vii. personal associations with other groups or organizations, or family relationships;
    viii. Front running;
    ix. Rebates;
    x. Kickbacks; and
    xi. Commission
    xii. Gifts received from clients, need to be added to the Gift Registry, and the value may not exceed R 1,000.00.

Employees must be made aware of the contents of Corion's PA Trading policy and should be given training and/or educational material to aid compliance therewith.

F. MEASURES TO AVOID COI:

1. Corion will ensure the following:

a. That all employers are required to comply with COI Management Policy and PA Trading Policy.
b. That an up-to-date register of each employee's interests, e.g. financial interests and other appointments.
c. Record conflicts that have arisen or are likely to arise in a conflicts register.
d. Require representatives to declare any conflicts that may arise in respect of their engagement on a timely basis.
e. Evaluate the nature of the conflict, where a conflict has been declared, and determine an appropriate course of action.

G. DISCLOSURE OF COI:

1. At the earliest reasonable opportunity, Corion and its representative must, in writing, disclose to a client any COI in respect of that client including –
   i. Measures taken to avoid or mitigate the conflict;
   ii. Any ownership interest or financial interest that the provider or representative may be or become eligible for;
   iii. The nature of the relationship or arrangements with a third party that gives rise to a COI in sufficient detail to enable the client to understand the exact nature of the COI.

2. At the earliest reasonable opportunity, Corion and its representative must, in writing, inform a client of the Conflict of Interest Management Policy and how it may be accessed.

3. Notification of an actual or potential COI should be made to a person with responsibility for the issue or area, such as the relevant management team, supervisor, head of the department or key individual.

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 COI with Corion.
5. Staff that fail to disclose a potential or actual COI in accordance with this policy may be liable to disciplinary procedures as governed by relevant industrial awards or agreements.

H. PROCESSES, PROCEDURES AND INTERNAL CONTROLS TO FACILITATE COMPLIANCE WITH THE POLICY

1. Every staff member must have a copy of the Conflicts of interest Management Policy.

2. If a potential COI arises, the transaction must first be discussed with management before entering into the transaction.

I. CONSEQUENCES OF NON-COMPLIANCE WITH THE POLICY BY THE PROVIDER'S 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.

J. LIST OF ALL CORION'S ASSOCIATES

1. Nest Asset Management (Pty) Limited

K. **NAMES OF ANY THIRD PARTIES IN WHICH THE PROVIDER HOLD AN OWNERSHIP INTEREST**

1. Nest Asset Management (Pty) Limited

L. **INCLUDE THE NATURE AND EXTENT OF THE OWNERSHIP INTEREST REFERRED TO IN PARAGRAPHS K AND L**

1. Corion Holdings (Pty) Limited owns 49% of Nest Asset Management (Pty) Limited

ANNEXURE A - FINANCIAL INTEREST

Corion or its representatives may only receive or offer the financial interests referred to herein if

i) Those financial interests are reasonably commensurate with the service being rendered, taking into account the nature of the service being rendered and the resources, skills and competencies reasonably required to perform it;

ii) The payment of those financial interests does not result in the provider or representative being remunerated more than once for the performance of a similar service;

iii) Any actual or potential COIs between the interests of the client and the interests of the person receiving the financial interests are effectively mitigated; and

iv) The payment of those financial interest does not impede the delivery of fair outcomes to the client.

FURTHER

1.1. Fees for the rendering of a financial service in respect of which commission or fees referred to in paragraph (i), (ii) or () is not paid, if

1.1.1. 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 representative in exchange for the fees are specifically agreed to by a client in writing; and

1.1.2. those fees may be stopped at the discretion of that client.

1.2. Fees or remuneration for the rendering of a service to a third party.

1.3. Subject to any other law, an immaterial financial interest*; and

1.4. A financial interest, not referred to under sub-paragraph (1.1) to (1.6), 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.

A financial services provider or its representatives may only receive or offer financial interest from or to a third party as follows:

i. Commission authorised under the Long-term Insurance Act or Short-term Insurance Act;
ii. Commission authorised under the Medical Schemes Act;
iii. Fees authorised under the Long-term Insurance Act, the Short-term Insurance Act or the Medical Schemes Act, if those fees are reasonably commensurate to a service being rendered;
iv. 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 –
    aa. are specifically agreed to by a client in writing; and
    ab. may be stopped at the discretion of that client.
v. 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;
vi. subject to any other law, an immaterial financial interest*; and
vii. a financial interest, not referred to under sub-paragraph (i) to (vi), 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.

Note

* "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) a provider who is a sole proprietor; or
b) a representative for that representative's direct benefit;
c) a provider, who for its benefit or that of some or all of its representatives, aggregates the immaterial financial interest paid to its representatives.

Authorised by Garreth Montano Director at Corion Capital (Pty) Ltd.

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Signature
Date: