

**CONFLICT OF INTEREST MANAGEMENT POLICY**

**OF**

**HELPERHUB (PTY) LTD**

**FSP NUMBER 50653**

**2019/452129/07**



## **1. INTRODUCTION**

- 1.1. This document embodies the Conflict of Interest Management Policy (“COI Policy”) for Helperhub (Pty) Ltd (“helperhub”).
- 1.2. “Conflict of interest” (“COI”) means any situation in which helperhub or its representative(s) 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 helperhub or its representative(s) 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 –
  - 1.2.1. a financial interest;
  - 1.2.2. an ownership interest;
  - 1.2.3. any relationship with a third party (“third party” means (a) a product supplier, (b) another provider, (c) an associate or 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 paragraph (a) to (d) above provides a financial interest to a provider or its representative(s)
- 1.3. The primary objectives of this COI Policy are –
  - 1.3.1. To provide guidance on the behaviours expected in accordance with helperhub standards;
  - 1.3.2. To promote transparency and to avoid business-related COI;
  - 1.3.3. To ensure fairness in the interests of employees and helperhub;
  - 1.3.4. To document the process for the identification, mitigation, disclosure, approval and review of activities that may amount to actual, potential or perceived COI;
  - 1.3.5. To provide a mechanism for the objective review of personal outside interests.
- 1.4. helperhub is committed to ensuring that all business is conducted in accordance with good business practice. To this end helperhub 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 COI. **helperhub** and its representative(s) must therefore avoid or mitigate any COI between **helperhub** and a client or its representative(s) and a client.

## **2. FINANCIAL INTEREST**

- 2.1. **helperhub** or its representative(s) may only receive or offer financial interest from or to a third party as determined by the Commissioner of the Financial Sector Conduct Authority (“the Commissioner”) from time to time, and as set out in Annexure A hereto.
- 2.2. “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 –
  - 2.2.1. an ownership interest;
  - 2.2.2. training, that is not exclusively available to a selected group of providers or representative(s) 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.
- 2.3. Any financial interest received by an employee of **helperhub** must within 10 days of that receipt be recorded in the gift registry of **helperhub**, attached hereto as Annexure B. -
- 2.4. **helperhub** may not offer any financial interest to its representative(s) for –
  - 2.4.1. giving preference to the quantity of business secured for the provider to the exclusion of the quality of the service rendered to clients;

2.4.2. giving preference to a specific product supplier, where a representative(s) may recommend more than one product supplier to a client; or

2.4.3. giving preference to a specific product of a product supplier, where a representative(s) may recommend more than one product supplier to a client.

### **3. MECHANISMS FOR IDENTIFYING COI**

3.1. COI Policy awareness.

3.1.1. The COI Policy will constitute a condition of employment for every employee and all key individuals (who are not employed by helperhub) is required to adhere to the COI Policy as a condition of their appointment.

3.1.2. All employees will be made aware of the existence of the COI Policy and be required to attend training on it.

3.1.3. All employees will be made aware of their obligation to

- a. obtain approval prior to acceptance of any consideration from any person; and
- b. report any COI or potential COI to their manager; or
- c. report any COI at the beginning of any Board Meeting or Shareholder's Meeting.

3.2. All gifts must be declared by the recipient to senior management prior to acceptance thereof.

3.3. Senior management must exercise their discretion and approve or disapprove the receipt of any gifts.

3.4. Any approval or disapproval by senior management must comply with the provisions of this COI.

3.5. All gifts, that approval has been obtained from senior management, must be entered into the Gifts Register prior to receipt or upon receipt thereof.

3.6. Senior management and ICS will review the Gifts Register on an annual basis to ensure consistency and compliance with the COI Policy and relevant Board Notice(s).

#### **4. RESOLVING COI**

4.1. The first and most important line of defence against COI or commitment must be by the key individuals and representative(s) themselves.

4.2. All COI must be disclosed by the Director or Shareholder that is faced with the conflict of interest. In particular, all Directors, Shareholders and senior management must either disclose his/her COI (not previously disclosed) or confirm that no COI exists at the commencement of each Board or Shareholder meeting.

4.3. These COI must be recorded in the minutes of that Board or Shareholder meeting and the disclosure and nature of the COI should be entered into a COI register.

4.4. Where COI can be resolved helper**hub** will institute one of the following steps (depending on the severity of the COI):

4.4.1. take no action where helperhub determines that a situation is unavoidable, does not really amount to a COI after all, or is too indirect or insignificant;

4.4.2. enquire whether all affected parties will consent to the member's or official's involvement;

4.4.3. seek a formal exemption to allow participation (if such a legal power applies);

4.4.4. impose additional oversight or review over the official;

4.4.5. withdraw from discussing or voting on a particular item of business at a meeting;

4.4.6. exclude the official from a committee or working group dealing with the issue;

4.4.7. re-assign certain tasks or duties to another person;

4.4.8. give direction to the relevant official to do or not do something;

4.4.9. withhold certain confidential information from the relevant official(s), or place restrictions on access to information;

- 4.4.10. transfer the official (temporarily or permanently) to another position or project;
- 4.4.11. instruct the official to relinquish the private interest; or
- 4.4.12. dismiss the official from one or other position or entity.

## **5. POTENTIAL COI THAT COULD AFFECT HELPERHUB**

- 5.1. The following are potential COI that could affect helperhub -
  - 5.1.1. Directorships or other employment;
  - 5.1.2. Interests in business enterprises or professional practices;
  - 5.1.3. Share ownership;
  - 5.1.4. Beneficial interests in trusts;
  - 5.1.5. Personal Account Trading;
  - 5.1.6. Professional associations or relationships with other organizations;
  - 5.1.7. Personal associations with other groups or organizations, or family relationships;
  - 5.1.8. Front running;
  - 5.1.9. Rebates;
  - 5.1.10. Kickbacks;
  - 5.1.11. Commission; and
  - 5.1.12. Fee arrangements

## **6. MEASURES TO AVOID COI**

- 6.1. helperhub may institute the following actions to avoid a COI:
  - 6.1.1. take no action where helperhub determines that a situation is unavoidable, does not really amount to a COI after all, or is too indirect or insignificant;
  - 6.1.1. withdraw from discussing or voting on a particular item of business at a meeting;
  - 6.1.2. exclude the official from a committee or working group dealing with the issue;
  - 6.1.3. re-assign certain tasks or duties to another person;
  - 6.1.4. give direction to the relevant official to do or not do something;

- 6.1.5. withhold certain confidential information from the relevant official(s), or place restrictions on access to information;
- 6.1.6. transfer the official (temporarily or permanently) to another position or project;
- 6.1.7. instruct the official to relinquish the private interest; or
- 6.1.8. dismiss the official from one or other position or entity.

## **7. DISCLOSURE OF COI**

- 7.1. At the earliest reasonable opportunity, helper**hub** and its representative(s) must, in writing, disclose to a client any COI in respect of that client including –
  - 7.1.1. Measures taken to avoid or mitigate the conflict;
  - 7.1.2. Any ownership interest or financial interest that the provider or representative(s) may be or become eligible for;
  - 7.1.3. 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.
- 7.2. At the earliest reasonable opportunity, helper**hub** and its representative(s) must, in writing, inform a client of the Conflict of Interest Management Policy and how it may be accessed.
- 7.3. Notification of an actual or potential COI should be made to the person with responsibility for the issue or area in question, such as the relevant management team, supervisor, head of the department or key individual.
- 7.4. 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 helper**hub**.

7.5. Staff that fail to disclose a potential or actual COI in accordance with this COI Policy may be liable to disciplinary procedures as governed by relevant disciplinary code, industrial awards or agreements.

**8. PROCESSES, PROCEDURES AND INTERNAL CONTROLS TO FACILITATE COMPLIANCE WITH THE COI POLICY**

- 8.1. Every staff member must have a copy of the COI Policy.
- 8.2. If a potential COI arises, the transaction must first be discussed with management and management approval obtained before entering the transaction.
- 8.3. All disclosed and approved COI transactions will be reviewed (for consistency) on an annual basis

**9. CONSEQUENCES OF NON-COMPLIANCE WITH THE COI POLICY BY THE PROVIDER'S EMPLOYEES AND REPRESENTATIVES**

- 9.1. Non-compliance with this COI Policy and the procedures described in it may amount to misconduct and employees may be subject to internal disciplinary action that may lead to dismissal.

**10. LIST OF ALL HELPERHUB'S ASSOCIATES**

- 10.1. Manshon (Pty) Ltd
- 10.2. Manshon Attorneys

**11. NAMES OF ANY THIRD PARTIES IN WHICH THE PROVIDER HOLDS AN OWNERSHIP INTEREST AND THE EXTENT THEREOF**

- 11.1. N/A

**12. NAMES OF ANY THIRD PARTIES THAT HOLD AN OWNERSHIP IN THE PROVIDER AND THE  
EXTENT THEREOF**

12.1. Anton Manshon (85% Shareholding)

12.2. Randall Davids (15% Shareholding)

## **ANNEXURE A - FINANCIAL INTEREST**

1. A financial services provider or its representative(s) may only receive or offer financial interest from or to a third party as follows
  - 1.1. Commission authorised under the Long-term Insurance Act or Short-term Insurance Act;
  - 1.2. Commission authorised under the Medical Schemes Act;
  - 1.3. 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;
  - 1.4. Fees for the rendering of a financial service in respect of which commission or fees referred to in paragraph (1.1), (1.2) or (1.3) is not paid, if those fees –
    - 1.4.1. are specifically agreed to by a client in writing; and
    - 1.4.2. may be stopped at the discretion of that client.
  - 1.5. 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;
  - 1.6. Subject to any other law, an immaterial financial interest\*; and
  - 1.7. 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(s) at the time of receipt thereof.
  - 1.8. For purposes of this document –
    - 1.8.1.\* “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 –
      - 1.8.1.1. a provider who is a sole proprietor; or
      - 1.8.1.2. a representative for that representative’s direct benefit;

1.8.1.3. a provider, who for its benefit or that of some or all its representative(s), aggregates the immaterial financial interest paid to its representative(s).

**ANNEXURE B - GIFTS REGISTRY**

<b>Name of Key Individual / Representative</b>	<b>Date on which gift was received</b>	<b>Source of gift</b>	<b>Type of gift</b>	<b>Value of gift</b>
