

CONFLICT OF INTEREST MANAGEMENT POLICY

FINANCIAL SERVICES PROVIDERS: PROPER FINANCIAL SERVICES C.C. – FSP 14332
PROPER HEALTHCARE SERVICES C.C. – FSP 39520

KEY INDIVIDUAL: MARK O' FLAHERTY

REPRESENTATIVES:	
PROPER FINANCIAL SERVICES C.C.:	PROPER HEALTHCARE SERVICES C.C.:
MARK CHRISTOPHER O'FLAHERTY	MARK CHRISTOPHER O'FLAHERTY
ANTHONY CHETTY	ANTHONY CHETTY
KELLY JEAN KEMP	KELLY JEAN KEMP
NORDIKA VAN HUYSSSTEEN	NORDIKA VAN HUYSSSTEEN
SANDRA CRISP	MONIQUE ANNE POSTHUMUS
CHANTELLE MEIRING	

BACKGROUND

The Proper Group consists of 2 Close Corporations: Proper Financial Services and Proper Healthcare Services. Mark O'Flaherty is the sole member of both CC's.

Proper Financial Services was originally started by Patrick Roper, hence the name P Roper, who sold the company to Plan For Life and, after Mark O'Flaherty joined Plan For Life, he became a member of Proper Financial Services, eventually taking it over as the sole member.

In 2009 / 2010, Mark started Proper Healthcare Services specifically for the Healthcare Consulting division of the business. A merger occurred in 2010 between Proper Healthcare Services and Dave Gumede & Associates. The members of Proper Healthcare Services were then Mark O' Flaherty, Dave Gumede and Anthea Wilkins. The merger ended at the end of 2010 and Anthea Wilkins left the company in February 2013. The CC membership is currently 100% Mark O' Flaherty.

Under Proper Financial Services, there are Financial Planners, a Corporate Benefits Consultant, and administration staff. Under Proper Healthcare Services, there are Healthcare Consultants and administration staff. Both CC's are independent and contract with all the major Product Providers. A Compliance Manager is employed to ensure that all operations and procedures are compliant with all the relevant Financial Services legislation. There is an external Compliance Officer appointed on both CC's, through agreements with Masthead.

Section 3A(2)(a) of the General Code of Conduct stipulates that every provider, other than a representative, must adopt, maintain and implement a conflict of interest management policy that complies with the provisions of the Act. The policy is to provide for mechanisms in place at Proper Group to identify, mitigate and manage the conflicts of interest to which the Proper Group is a party. This Conflict of Interest Management Policy is designed as prescribed in Board Notice 58 of 2010 which amends the General Code of Conduct for Financial Services Providers and Representatives published in Board Notice 80 of 2003, as amended by Board Notice 43 of 2008.

OBJECTIVE OF THE POLICY

This Conflict of Interest Management Policy does not change our existing conflict of interest management procedures, but intends to document them in simple form as required by the Financial Sector Conduct Authority.

In terms of the Financial Advisory and Intermediary Services Act, 2002, Proper Group 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. Proper Group 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.

Proper Group keeps and maintains a register in which all actual or potential conflicts are recorded.

MISSION STATEMENT ON CONFLICT OF INTEREST

Proper Group is committed to ensuring that all business is conducted in accordance with good business practice. To this end Proper Group conducts business in an ethical and equitable manner and in a way that safeguards the interests of all stakeholders to minimise and manage all real and potential conflicts of interests. Like any financial services provider, Proper Group is potentially exposed to conflicts of interest in relation to various activities. However, the protection of our clients' interests is our primary concern and so our policy sets out how:

- we will identify circumstances which may give rise to actual or potential conflicts of interest entailing a material risk of damage to our clients' interests;
- we have established appropriate structures and systems to manage those conflicts; and
- we will maintain systems in an effort to prevent damage to our clients' interests through identified conflict of interest.

UNDERSTANDING THE DEFINITIONS

Conflict of interest:

A conflict of interest may occur when, in rendering a financial service to you, we do not act objectively or do not render an unbiased or fair service to you, or do not act in your interests, including but not limited to:

- a) a financial interest
- b) an ownership interest
- c) any relationship with a third party.

A financial interest:

Any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, valuable consideration, other incentive or valuable consideration (exceeding R1000 per annum) other than –

- a) An ownership interest
- b) Training that is not exclusively available to a selected group of providers or 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.

An ownership interest:

- (i) any equity or proprietary interest for which a fair value was paid on acquisition other than such an interest held by a nominee;
- (ii) includes any dividend, profit share or similar benefit derived from such interest.

Fair value:

Has the meaning assigned to it in the financial reporting standards adopted or issued under the Companies Act, 61 of 1973.

WHAT MAY WE GIVE AND RECEIVE

We confirm that we will only receive financial interest from Product Providers in the form of:

- (i) Commission authorised under the Long-term Insurance Act, 52 of 1998;
- (ii) Commission authorised under the Short-term Insurance Act, 53 of 1998;
- (iii) Commission authorised under the Medical Schemes Act, 131 of 1998;
- (iv) Fees under the aforesaid Acts if these fees are reasonably commensurate to the service being rendered;
- (v) Fees for rendering a financial service in respect of which no commission or fees are paid as aforesaid, if those fees are specifically agreed to by you in writing and may be stopped at your discretion;
- (vi) Fees or remuneration for the rendering of a service to a third party, which fees are reasonably commensurate to the service being rendered;
- (vii) Subject to any other law, an immaterial financial interest;
- (viii) A financial interest for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest, is paid at the time of receipt thereof.

REMUNERATION POLICY

Our remuneration policy is as follows: All business placed with the Product Providers is subject to receiving a commission as stipulated by legislation and / or the Product Provider and / or as may be agreed with the client. The commission received covers the running costs of the company and salaries of all salaried staff. Staff who do not receive salaries earn a commission based on the business they write with their clients. We may potentially receive more than 30% from one Product Provider.

PROCESSES AND INTERNAL CONTROLS

Identification of Conflict of Interest

To adequately manage conflicts of interest we must identify all relevant conflicts timeously. In determining whether there is or may be a conflict of interest to which the policy applies, Proper Group considers whether there is a material risk of damage to the client, taking into account whether Proper Group 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.

Our policy defines possible conflicts of interest as, *inter alia*:

- conflicts of interest between Proper Group and the client;
- conflicts of interest between our clients if we are acting for different clients and the different interests conflict materially;
- conflicts of interest where associates, product suppliers, distribution channels or any other third party is involved in the rendering of a financial service to a client;
- holding confidential information on clients which, if we would disclose or use, would affect the advice or services provided to clients. we may only receive commissions authorised in terms of applicable legislation.

Proper Group maintains an index of potential conflict risks, taking into consideration all business areas and income streams. The index is updated with all new conflicts identified, and to ensure completeness, is reviewed on an annual basis. Apart from the register of actual conflict of interests, record is kept of potential conflicts of interest and closely monitored by the Key Individual and Compliance Manager.

All employees, including internal compliance officers and management, are responsible for identifying specific instances of conflict and are required to notify the Key Individual of any conflicts they become aware of. The Key Individual will assess the implications of the conflict and how the conflict should be managed and act impartially to avoid a material risk of harming clients' interests.

MEASUREMENT FOR AVOIDANCE AND MITIGATION OF CONFLICT OF INTERESTS

- 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.
- Ensure understanding and adoption of conflict of interest policy and management measures by all employees, representatives and associates.
- Regular inspections on all commissions, remuneration, fees and financial interests proposed or received in order to avoid non-compliance.
- Keep a register of conflict of interest.

Once a conflict of interest has been identified it needs to be appropriately and adequately managed.

The Key Individual 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.

- *Disclosure:*
Where there is no other way of managing a conflict, or where the measures in place do not sufficiently protect clients' interests, the conflict must be disclosed to allow clients to make an informed decision on whether to continue using our service in the situation concerned. In all cases, where appropriate and where determinable, the monetary value of non-cash inducements will be disclosed to clients via the disclosure letters (Letters of Introduction).
- *Publication:*
We will publish our conflict of interest management policy in appropriate media and ensure that it is easily accessible for public inspection at all reasonable times. The Conflict of Interest Management policy is available is stored on a shared OneDrive folder. A copy will be provided on the client's request and may be requested by any client or member of staff from the Compliance Manager.
- *Declining to act:*
We may decline to act for a client in cases where we believe the conflict of interest cannot be managed in any other way.

ONGOING MONITORING OF CONFLICT OF INTEREST MANAGEMENT

This policy will be reviewed annually, updated if applicable, and be included in our annual FSCA compliance report as required. The Compliance Manager is responsible for supervision and monitoring of this policy as well as the process to be followed e.g. inspection of new business transactions, client interviews, discussion with product providers etc. The Compliance Manager will, in consultation with the Key Individual, regularly monitor and assess all related matters.

TRAINING AND STAFF

All employees and representatives are required to read Board Notice 58 of 2010 as well as this policy and to sign a statement to the effect that they have done so and fully understand the provisions of both documents and the application thereof.

Training on the Conflict of Interest policy will be provided to all employees and representatives, either specifically or as part of general FAIS training.

Training will be incorporated as part of all new appointees' induction and refresher training provided on an annual basis.

The Key Individual will conduct ad hoc checks on business transactions to ensure the policy has been complied with.

The Compliance Officer will include monitoring of the Conflict of Interest policy as part of their general monitoring duties and will report thereon in the annual compliance report.

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 non-compliant.

REPRESENTATIVE INCENTIVES

We confirm we will not offer any financial interest to our key individuals or representatives for-

- (i) favouring quantity of business over quality of service; or
- (ii) giving preference to a specific product supplier where more than one supplier can be recommended to a client; or
- (iii) giving preference to a specific product of a supplier where more than one product of that supplier can be recommended.

REGISTERS

With regard to existing third party relationships, being the Product Providers listed in our Contact Stage Disclosure letter, we confirm that we do not have an ownership interest nor are we subject to exclusive training nor are there any other circumstances which could lead to a potential conflict of interest.

Should any conflicts arise with regard to any of these prior to entering into any business transaction with you, we undertake to disclose these in the registers below.

Proper Group has implemented the registers below:

1. Nature and Extent of Ownership interests
2. Financial Interest Received
3. Nature and Extent of Business Relationships
4. Associations

Register of Financial Interests, Ownership Interests and Business Relationships

PROPER FINANCIAL SERVICES - 14332
PROPER HEALTHCARE SERVICES - 39520

AUGUST 2022

Dear Client,

At Proper Group 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 Proper Group we take pride therein that our advice is 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. Please refer to Annexure 1 to this register for a complete list.

We may also enjoy a preferred status with one or more of the product supplier 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. Please refer to Annexure 2 for complete details of these business relationships.

In accordance with the General Code of Conduct for Financial Services Intermediaries we are required to disclose any ownership interest we may have in external parties. These are contained in Annexure 3.

Financial Interest Received

Any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, valuable consideration, other incentive or valuable consideration (exceeding R1000 per annum) other than –

- a) An ownership interest;
- b) Training, that is not exclusively available to a selected group of providers or 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.

Description	Date Received	From	Reason	Value

Annexure 2

Business Relationship

Company	Nature of relationship	Status	Benefits
Agility	Contract	Active	
Allan Gray	Contract	Active	

Ambledown	Contract	Active	
Bestmed	Contract	Active	
Bonitas	Contract	Active	
Brightrock	Contract	Active	
Capital Alliance	Contract	Active	
Capital Legacy	Contract	Active	
Cura	Contract	Active	
Discovery Health	Contract	Active	56% of PHS income received from Discovery Health (Mar '21 – Feb '22), due to business placed
Discovery Insure	Contract	Active	
Discovery Invest	Contract	Active	
Discovery Life	Contract	Active	
Fedgroup	Contract	Active	
Fedhealth	Contract	Active	
FMI	Contract	Active	
Health Squared	Contract	Active	
Hollard	Contract	Active	
HTI	Contract	Active	
Jigsaw	Contract	Active	
Kaelo	Contract	Active	
King Price	Contract	Active	
Liberty	Contract	Active	
Linksave	Contract	Active	
Marriott	Contract	Active	
Medihelp	Contract	Active	
Medshield	Contract	Active	
Momentum	Contract	Active	
Ninety One	Contract	Active	
Old Mutual	Contract	Active	
Profmed	Contract	Active	
PPS	Contract	Active	
Richton	Contract	Active	
Sanlam	Contract	Active	
Sirago	Contract	Active	
Sizwe	Contract	Active	
Stanlib	Contract	Active	
Stratum	Contract	Active	
Sygnia	Contract	Active	
TSA	Contract	Active	
Turnberry	Contract	Active	
Unity Health	Contract	Active	
Zestlife	Contract	Active	

Annexure 3

Ownership Interest

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 of behalf of another person. This includes any dividend, profit share or similar benefit derived from that equity or ownership interest.

<u>Company Name</u>	<u>Percentage Ownership</u>	<u>Date Obtained</u>