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## **CONFLICT OF INTEREST MANAGEMENT POLICY**

**Aeon Investment Management (Pty) Ltd  
subscribes to the CFA Institute Code of Good  
Practice and also this conflict of interest  
management policy**

**In all instances the higher standard will apply in  
cases of a conflict of interest.**

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## A. INTRODUCTION

1. This document embodies the Conflict of Interest Management Policy for *Aeon Investment Management*.
2. "Conflict of interest" means any situation in which *Aeon Investment Management* 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 *Aeon Investment Management* 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 behaviours expected in accordance with *Aeon Investment Management* standards;
  - ii. To promote transparency and to avoid business-related COI;
  - iii. To ensure fairness in the interests of employees and *Aeon Investment Management*;
  - 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. *Aeon Investment Management* is committed to ensuring that all business is conducted in accordance with good business practice. To this end *Aeon Investment Management* 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). *Aeon Investment Management* and its representative must therefore avoid (or mitigate where avoidance is not possible) any COI between *Aeon Investment Management* and a client or its representative and a client.

## **B. FINANCIAL INTEREST**

1. *Aeon Investment Management* 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, 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.
3. Any financial interest received by an employee of *Aeon Investment Management* must within 10 days of that receipt be recorded in the gift registry of *Aeon Investment Management*, attached hereto as Annexure B.
4. *Aeon Investment Management* 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 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.

## **C. MECHANISMS FOR IDENTIFYING COI**

1. *Aeon Investment Management* has the following arrangements in place to identify conflicts of interest affecting its business. These arrangements include the following mechanisms:
  - All Employees, including *Aeon Investment Management's* Compliance Officer and management, are responsible for identifying specific instances of conflict and are required to notify the Compliance Officer of any conflicts they become aware of. The Compliance Officer will escalate the conflict to the Managing Director to assess the implications of the conflict and how the conflict should be managed.

- Avoiding Conflicts of Interest altogether- if a serious potential impact on *Aeon Investment Management* or a client exists, the conflict must be avoided altogether. Merely disclosing the risk and imposing internal controls is not enough.
- Disclosing Conflicts of Interest appropriately- Where a conflict of interest cannot be avoided, clear, concise and effective disclosure is essential so that client can make an informed decision.
- The directors will review business dealings on a quarterly basis to ensure that no conflict of interest arises.

#### **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.

#### **E. POTENTIAL COI THAT COULD AFFECT *AEON INVESTMENT MANAGEMENT***

1. The following are potential COI that could affect *Aeon Investment Management*:
  - 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

#### **F. MEASURES TO AVOID COI:**

1. Any conflict of interest not disclosed in writing is a dismissible offence.

#### **G. DISCLOSURE OF COI:**

1. At the earliest reasonable opportunity, *Aeon Investment Management* 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, *Aeon Investment Management* 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 *Aeon Investment Management*.
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 AEON INVESTMENT MANAGEMENT ASSOCIATES**

1. Refer to Human Resource folder

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

1. *None - disclosed at 09 April 2020.*

**L. NAMES OF ANY THIRD PARTIES THAT HOLDS AN OWNERSHIP IN THE PROVIDER**

1. *None - disclosed at 09 April 2020.*

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

1. *Not applicable*

**ANNEXURE A - FINANCIAL INTEREST**

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:

- 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\*;
- 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.



**ANNEXURE B - GIFTS REGISTRY**

Name of Key Individual / Representative	Date on which gift was received	Source of gift	Type of gift	Value of gift
		None to date		