

**FirstRand  
FAIS Act  
conflict-of-  
interest  
Policy**



**FIRSTRAND**

Policy tier - FirstRand Limited

Policy management - Group FAIS Compliance Officer

Policy governance - FirstRand Limited Compliance and Conduct Risk Committee (Policies and Frameworks)

Policy version - 9

Policy approval date - 1 December 2018

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**policy  
context**

# one

## Policy required by **FAIS Act** subordinate legislation

The FirstRand Group Code of Ethics sets out, under item 5.1.2 the FirstRand Group's commitment to high levels of integrity and fairness in all business dealings.

In addition, subordinate legislation published in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (hereinafter referred to as "FAIS"), imposes a duty on certain entities and individuals within FirstRand Limited to avoid or mitigate any situation in which a conflict of interest exists or may arise and to declare any such conflict of interest. The subordinate legislation also requires that a Financial Services Provider (hereinafter referred to as a "FSP") publish a conflict-of-interest management Policy.

The responsibility to proactively and in good faith, declare an actual or potential conflict of interest, and to seek advice in cases of uncertainty, is fully vested with those affected by this policy.

The interests of close relations, such as for instance spouses and siblings may be more complex and should be declared as accurately as is possible.

Affected entities and individuals should refrain from making false declarations. False declarations contain purposeful omissions.

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# two

## **What is the purpose** of the FirstRand Limited FAIS conflict-of-interest policy?

The FirstRand Limited FAIS Act conflict-of-interest Policy is designed to assist affected entities and individuals in protecting the interest of FirstRand Limited and the interests of any client to whom a FAIS financial service is rendered.

The policy stipulates that all affected entities and individuals are required to declare their personal interests, because some of these personal interests, upon examination, may prove to be unacceptable conflicts of interest.

## three | **How** should the FirstRand Limited FAIS conflict-of-interest policy be used?

All affected entities and individuals should refer to the FirstRand Limited FAIS conflict-of-interest Policy for guidance on truthful, accurate and timely declarations of material personal interests.

This Policy includes guidance on appropriate financial interest, methods of declaration and to whom such declarations should be made.

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## four | What are the **penalties** for non-compliance?

Failure to comply with this Policy constitutes misconduct and could result in disciplinary action being taken.

In serious cases, such disciplinary action may result in termination of employment.



**policy  
scope**

# five

## Who should heed this policy?

The FirstRand Limited FAIS conflict -of-interest Policy is applicable to the following authorised financial services providers within FirstRand Limited:

Rand Merchant Bank, a Division of FirstRand Bank Limited	FSP 664
WesBank, a Division of FirstRand Bank Limited	FSP 19233
First National Bank, "FNB" a Division of FirstRand Bank Limited	FSP 3071
FNB Business, a business unit of FNB, a Division of FirstRand Bank Limited	FSP 20081
FNB Financial Advisory, a business unit of FNB, a Division of FirstRand Bank Limited	FSP 3075
FNB Premium, a segment of FNB, a Division of FirstRand Bank Limited	FSP 624
FNB Fiduciary (Pty) Ltd	FSP 574
FNB Securities (Pty) Limited	FSP 182
Ashburton Fund Managers (Pty) Limited	FSP 40169
FNB Investor Services (Pty) Limited	FSP 44341
Ashburton Jersey Limited	FSP 42500
Atlantic Asset Management (Pty) Limited	FSP 31756
Toyota Financial Services (South Africa) Limited	FSP 7454
Volkswagen Financial Services South Africa (Pty) Limited	FSP 44827
Direct Axis SA (Pty) Ltd	FSP 5
Direct Axis SA (Pty) Ltd	FSP 7249
The Engine Room Direct Solutions (Pty) Ltd	FSP 45528
Motorite Administrators (Pty) Ltd	FSP 9140
Small Area Repair Technology Underwriting Managers (Pty) Ltd	FSP 9861

The Policy is further applicable to any of the following entities or individuals within FirstRand Limited:

- A product supplier;
- Any other business unit, Division, legal entity who may be regarded as a “third party” as defined in Board Notice 58 of 2010;
- Any employee of any of the entities mentioned above, who may, on behalf of the entity; approve

and/or accept the giving or receipt of any financial interest to/from any Third Party;

- Any representative of any FSP listed above, who is mandated to provide FAIS Act financial services;
- Any key individual who has been approved by the Registrar of Financial Services to manage and oversee compliance of a FSP with the requirements of the FAIS Act.

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## six

### **Where** is it applicable?

This Policy is applicable in South Africa, as well as to all Financial Service Providers in FirstRand Limited, in all countries and regions, who have been issued with a

license by the Registrar of Financial Services, to provide financial services in terms of Section 7 of the FAIS Act.

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## seven

### **When** is it applicable?

The FAIS conflict of interest Policy applies when financial services which are regulated by the FAIS Act and its subordinate legislation are provided to clients.

This Policy is therefore applicable only when:

- any action is undertaken, by an entity or individual mentioned in Section Five (5),
- which is or may amount to an actual or potential conflict of interest, and

- the outcome thereof will prevent the provision of an unbiased, objective and fair FAIS financial service to a client, and
- the financial services are regulated by the FAIS General Code of Conduct.

This Policy will not apply to any financial service which is exempt from the provisions of the FAIS Act.

These FAIS rules only apply when FAIS Act financial products or FAIS advice and/or intermediary services are provided to customers.

**When will the prohibitions not apply - some examples:**

**Sponsorships:** These rules will **not** apply to sponsorships as the sponsorships relate to general brand awareness advertising (and not to the provision of a particular FAIS financial service or product).

**Procurement:** Procurement suppliers generally provide goods and/or services to the Group which are not regulated by the FAIS Act – example stationery. These rules will therefore not apply in Procurement.

**Asset Management (*category 111 financial services*):** The Section 3A General Code of Conduct prohibitions apply largely to retail (category 1) financial service providers and representatives – with the focus being on:

- (a) payments being capped in accordance with regulated commissions;
- (b) ensuring quality of sales notwithstanding volumes-based targets being set;
- (c) no undue sales preference to any particular product or product provider.

The General Code however requires that the asset manager must comply with the **duty to disclose any rebate or platform fee arrangements**. In addition, they must also comply with the Code of Conduct for Administrative FSPs.

**FAIS exempt clients:** FSPs are exempt from FAIS when providing financial services to certain clients such as: corporate clients with a net asset value in excess of R 20 million, other Banks, other Insurers, other FAIS licensees, and/or certain asset managers (who manage funds in excess of R 1 billion). Accordingly, the FAIS prohibitions will not apply to our FSPs and/or its representatives when engaging with exempt clients.

**policy  
provisions**



# eight

## **Duty to avoid** and/or mitigate a conflict of interest

An entity or individual mentioned in Section Five (5) must avoid and / or mitigate any conflict of interest between

the FSP, its representatives and/or a client.

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# nine

## **What** is a FAIS conflict of interest?

A FAIS conflict of interest is any situation in which a FSP or representative has an actual or potential interest which, when providing advice and/or intermediary

services to a client, influences his/her objectivity and prevents the entity or representative from providing a fair, objective and unbiased financial service to a client.

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# ten

## **Financial** interests

### **10.1 What are financial interests?**

10.1.1 Financial interests include-

- Cash
- Cash equivalent
- Sponsorships
- Accommodation
- Hospitality
- Domestic or foreign travel
- Discounts
- Vouchers

- Gift items. Examples of gift items are:
  - All expenses paid weekend getaway;
  - Tickets to watch sporting activities such as rugby, cricket or soccer tickets or
  - Electronic devices such as laptops, tablets or cellular phones.
- Service, advantage or benefit
- Other incentive or valuable consideration
- Travel and accommodation relating to any type of training (exclusive or non-exclusive)

#### 10.1.2 Financial interest excludes-

- training that is not exclusively available to a selected group of providers or representatives relating to:
  - general financial or industry information
  - products or legal matters related to that product
  - specialised technological services of a third party which is necessary for the provision of financial services

## 10.2 What financial interest is permitted or prohibited?

Where the same legal entity is a Product Supplier and a Provider in the same Group, the financial interest limitations stated in 10.2.1 below do not apply to representatives of that legal entity.

10.2.1 The following financial interest is allowed in respect of FSPs or Third Parties who are not part of the same legal entity:

A FSP and/or a representative may only receive or offer the following financial interest to or from a third party:

- Commission authorised under the Long-term Insurance Act, 1988 (Act No. 52 of 1988) or the Short-term Insurance Act, 1988 (Act No. 53 of 1988) or the Medical Schemes Act, 1988 (Act No. 131 of 1988);
- Fees authorised under the Long-term Insurance Act, 1988 (Act No. 52 of 1988), the Short-term Insurance Act, 1988 (Act No. 53 of 1988) or the Medical Schemes Act, 1988 (Act No. 131 of 1988);
- Commission or fees other than that referred to above, provided that these fees:
  - Are specifically agreed to by a client in writing;
  - May be stopped at the discretion of the client;
- Fees or remuneration which are reasonably commensurate to the financial service being rendered;
- Subject to any other law, an immaterial financial interest\*,

*("An "immaterial financial interest:" is defined as "any financial interest with a determinable monetary value, the value of which does not exceed R 1000 in any calendar year from the same third party in that calendar year received by a representative for that representatives direct benefit; or a provider, who for it's benefit or that of some or all of its representatives, aggregates the immaterial financial interest paid to it's representatives")*

- A financial interest, other than that referred to above, for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest, is paid for by the authorised financial service provider or representative, at the time of receipt.

**Gifts and/or other financial interest – some examples of what is allowed/not allowed:**

**Gifts under R 1000:** A FAIS representative may receive an immaterial financial interest (example: a shopping voucher or a gift card) from a single third party only once in one calendar year where the value of the gift does not exceed R 1000. These gifts may be received from more than one third party.

- **Example:**

An FSR Group representative accepts from Insurer 1 a shopping voucher valued at R 800 in the year 2018. The same representative may receive another gift voucher once-off to a value up R 1000 from Insurer 2 in the year 2018.

**Internal Controls:**

- All gifts received must be declared in the Gifts Register in your Business Unit.
- Even though the general Gifts Policy in a particular business unit or franchise may/may not allow receipt of a gift where the value thereof is in excess of R 1000, if you are employed in a FAIS role, you may not accept any gift from the same third party in the same calendar year which exceeds R 1000.
- All gifts received which exceed the sum of R 500 in value must be declared in the Gifts Register.

**General training and Investor conferences:**

Franchisees may offer general training conferences, provided that these are offered on a non-exclusive basis on matters relating to new products or general financial and industry information or technological system changes relating to a financial service offering. This includes investor conferences.

**Free tickets offered to third parties to attend Group corporate events such as concerts:**

If the recipient of the ticket is a 3rd party and is subject to the FAIS General Code of Conduct, then the recipient must decide for themselves if they would rather: (a) opt to either pay for the ticket or (b) to disclose receipt of same in any applicable FAIS disclosures or (c) decline the gift.

Note that these prohibitions do not apply if such free tickets are offered amongst entities within the FirstRand Group.

Any foreign travel, hospitality, accommodation, sponsorships, gifts, vouchers, cash or cash equivalent or any other incentive (example Golf Day invitations, prizes to win an Xbox, etc) where the value thereof is in excess of R 1000 is not allowed.

10.2.2 A FSP (and/or any individual referred to in Section Five (5), acting on behalf of an FSP) may not offer any financial interest to its representatives for:

- Giving preference to the quantity of business secured for the FSP to the exclusion of the quality of 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 of that product supplier to a client.

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## eleven | What are **ownership interests?**

Ownership interest means –

- Any equity, or proprietary interest for which fair value was paid by the owner at the time of acquisition, other than equity or an proprietary interest held as an approved nominee on behalf of another person;
- Includes any dividend, profit share or similar

*Please note that significant ownership excludes equity held as an approved nominee on behalf of another person. An approved nominee is a financial services provider registered to make investments and deposits of assets on behalf of others. If you are uncertain, you should contact your compliance officer for further guidance.*

# twelve

## Who are **associates**?

### 12.1 An associate in relation to a natural person includes a-

- Spouse, life partner, or civil-union partner of the declaring party;
- Biological or adopted siblings;
- Child, including stepchild, adopted child, child born out of wedlock (and such child's spouse, or partner) of the declaring party;
- Parent, or stepparent (and such parent's spouse, or partner) of the declaring party;
- Person recognised in law, appointed by a court as legally responsible for managing the affairs of, or

meeting the daily care needs (such person's spouse, or partner) of the declaring party; and

- Person in commercial partnership with the declaring party.

### 12.2 An associate in relation to a juristic which is a company includes-

- 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.

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# thirteen

## What the Code says about **sign-on bonuses**

### What prohibitions apply to sign-on bonuses?

A Category I provider that is authorised or appointed to give advice may not receive a sign-on bonus from any person.

No person may offer or provide a sign-on bonus to any person, other than a new entrant, as an incentive to become a Category I provider that is authorised or appointed to give advice.

### **Practical example - what is not allowed**

Management and/or key individuals of any FSP in our Group may not:

- (a) Conclude discussions with representatives of external FSPs, the outcome of which is that sign-on bonuses are offered to these persons as incentives for them to become FAIS representatives in any of our FSPs.
- (b) Any offer containing such incentives, (including cash offers and formulae which determine how the quantum of the cash offer is made up) are strictly not allowed to be made.

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# fourteen

## **Factors to consider** when identifying whether or not a conflict-of-interest exists or may arise

The following factors may be considered when assessing whether an actual or potential conflict of interest exists, or may arise:

- Whether the FSP and/or Representative is likely to avoid a financial loss, or make a financial gain that will negatively influence the ability of the FSP/Representative to provide financial services to a client impartially;
- Whether the FSP and/or Representative has an interest in the outcome of the financial service provided to the Client or in a transaction carried out on behalf of the Client, which is distinct from that Client's interest in that outcome;
- Whether the FSP and/or Representative has a financial or other incentive to favour the interest of a Third Party, potential Client or group of Clients over the interests of an existing Client.

# fifteen

## **Internal procedures** to assess, avoid and mitigate FAIS conflicts-of-interest

Where any entity or individual referred to in section Five (5) believes that a conflict of interest exists or may arise,

they are required to follow the procedure stipulated in Schedule 1 of this document.

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# sixteen

## **Duty to disclose** conflicts-of-interest

Subsequent to the procedure undertaken in Section Fourteen (14), and once it has been established that a conflict of interest may or does exist, the FSP and/or representative and/or any other individual or entity referred to in section Five (5), as applicable, must disclose the actual or potential conflict of interest to a client in writing. Disclosure must be made at the earliest reasonable opportunity.

The written disclosure must include the following information:

- The measures taken, in accordance with this Policy, to avoid or mitigate the conflict of interest;
- Any ownership or financial interest, other than an immaterial financial interest, which the FSP or representative may become eligible for;
- The nature of any relationship arrangement 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 relationship or agreement and the conflict of interest;
- Inform the client of this conflict-of-interest Policy and how it may be accessed.

# seventeen

## **List of associates** and information pertaining to ownership interest

Please refer to Schedule 2 hereof for a list of associates who undertake FAIS financial services related business within FirstRand Limited.

A complete list of associates will be made available, on request, to any person(s) legally entitled thereto, and provided that the financial service giving rise to the request was rendered in terms of the FAIS General Code of Conduct.

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# eighteen

## Responsibility to **seek advice** and to declare interests

The declaration prescriptions within this policy are not meant to be exhaustive. It remains the responsibility of those subject

to this policy to seek advice on possible material personal interests and to declare such interests accordingly.

# Schedule 1

**Declare activity**

*Individual notifies of activity in accordance with FSP Policy*



**Assess if FAIS Conflict-of-interest**

- 1) Designated manager assesses if FAIS conflict-of-interest and advises on further action*
- 2) Written record retained*



**Designated manager escalates to compliance/risk manager where appropriate**

- 1) Risk / compliance manager instructs on further action*
- 2) Written record retained*



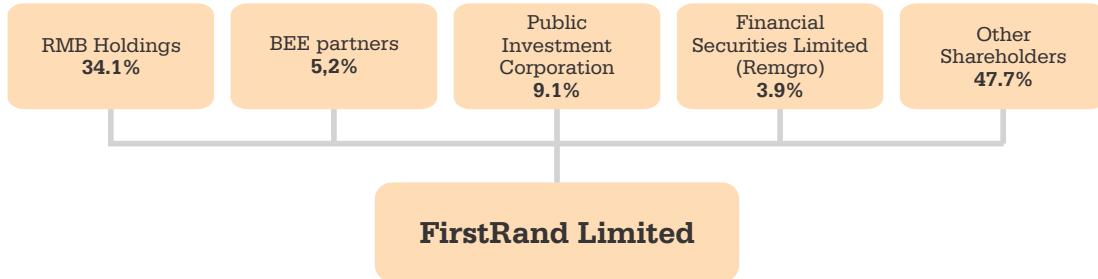
**DECLARATION MADE TO CLIENT**

## Schedule 2

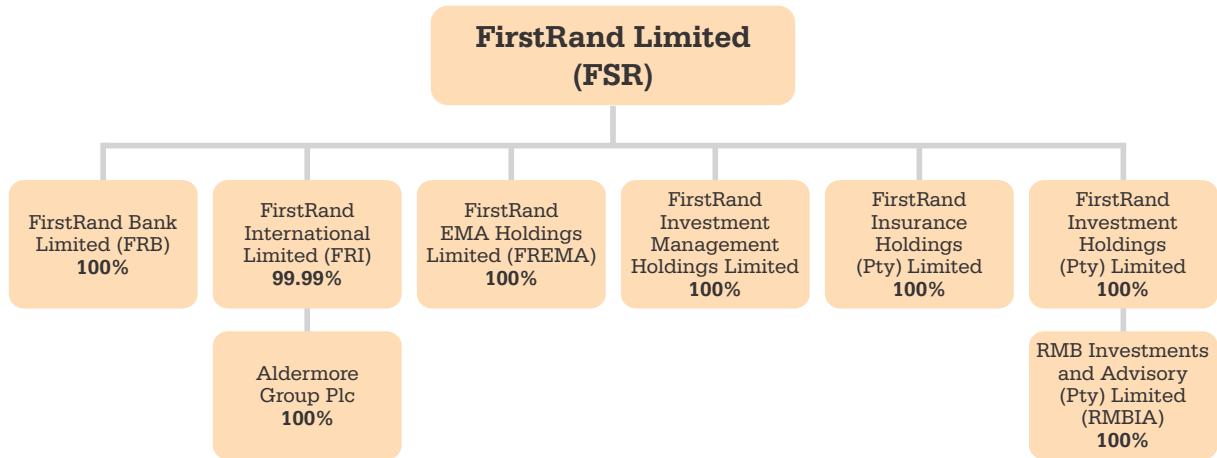


### Register of FirstRand Limited's Legal Entities (Entities with FAIS license) 31 August 2018

#### FirstRand Limited's Shareholders



### High level structure of FirstRand Limited 31 August 2018



**FirstRand Limited Group FAIS impacted structure as at 31 August 2018**

Name	Immediate %	Company Status	Parent Name
FirstRand Limited FirstRand Bank Limited	100%	Active	JSE Listed entity FirstRand Limited

*Note: FirstRand Bank Limited has the following FAIS licenses:*

- *Rand Merchant Bank, a Division of FirstRand Bank Limited (FSP 664)*
- *WesBank, a Division of FirstRand Bank Limited (FSP 19233)*
- *First National Bank, a Division of FirstRand Bank Limited (FSP 3071)*
- *FNB Business, a business unit of FNB, a division of FirstRand Bank Limited (FSP 20081)*
- *FNB Financial Advisory, a business unit of FNB, a Division of FirstRand Bank Limited (FSP 3075)*
- *FNB Premium, a Segment of FNB, a Division of FirstRand Bank Limited (FSP 624)*

**FirstRand Investment Holdings (Pty) Limited (other direct interests)**  
**Group Structure as at 31 August 2018**



Name	FSP #	Immediate %	Parent Name
FirstRand Investment Holdings (Pty) Limited		100%	FirstRand Limited
FNB Securities (Pty) Limited	FSP 182	100%	FirstRand Investment Holdings (Pty) Limited
Gardenview Nominees (Pty) Limited		100%	FNB Securities (Pty) Limited
FNB Fiduciary (Pty) Ltd	FSP 574	100%	FirstRand Investment Holdings (Pty) Limited
FNT Nominees (Pty) Limited		100%	FNB Fiduciary (Pty) Limited
WesInvest Holdings (Pty) Limited		100%	FirstRand Investment Holdings (Pty) Limited
Direct Axis SA (Pty) Limited	FSP 5	100%	WesInvest Holdings (Pty) Ltd
Direct Axis SA (Pty) Limited	FSP 7249	100%	WesInvest Holdings (Pty) Ltd
Toyota Financial Services (South Africa) Limited	FSP 7454	33.33%	WesInvest Holdings (Pty) Ltd
Volkswagen Financial Services South Africa Proprietary Limited	FSP 44827	49%	WesInvest Holdings (Pty) Ltd
Newinvest 231 (Pty) Ltd		100%	WesInvest Holdings (Pty) Ltd
Motovantage Holdings (Pty) Limited		81.22%	Newinvest 231 (Pty) Ltd
MotoRite Administrators (Pty) Ltd	FSP 9140	100%	Motovantage Holdings (Pty) Limited
The Engine Room Direct Solutions (Pty) Ltd	FSP 45528	100%	Motovantage Holdings (Pty) Limited
Small Area Repair Technology Underwriting Managers (Pty) Ltd	FSP 9861	100%	Motovantage Holdings (Pty) Limited

**FirstRand Investment Management Holdings Ltd  
as at 31 August 2018**


Name	FSP #	Immediate %	Parent Name
FirstRand Investment Management Holdings (Pty) Limited		100%	FirstRand Limited
FNB Investor Services (Pty) Limited	FSP 44341	100%	FirstRand Investment Management Holdings (Pty) Limited
FNB Investor Nominees (RF) (Pty) Limited		100%	FNB Investor Services (Pty) Limited
Ashburton Investments International Holdings Ltd		100%	FirstRand Investment Management Holdings (Pty) Limited
Ashburton (Jersey) Ltd	FSP 42500	100%	Ashburton Investments International Holdings Ltd
FNBIPC Nominees Ltd		100%	Ashburton (Jersey) Ltd
Jersey General Nominees Ltd		100%	Ashburton (Jersey) Ltd
Ashburton Fund Managers (Pty) Limited	FSP 40169	100%	FirstRand Investment Management Holdings (Pty) Limited
FNB Investments Nominees (RF) (Pty) Ltd		100%	Ashburton Fund Managers (Pty) Limited
Atlantic Asset Management (Pty) Limited	FSP 31756	100%	FirstRand Investment Management Holdings (Pty) Limited
Atlantic Specialised Finance (Pty) Limited		100%	Atlantic Asset Management (Pty) Limited

# Addendum

A **“Client”** as defined in the FAIS Act 37 of 2002 means a specific person or group of persons, excluding the general public, who is or may become the subject to whom a financial service is rendered intentionally, or is the successor in title of such person or the beneficiary of such service.

<sup>i</sup>Financial Advisory & Intermediary Services Act 37 of 2002

<sup>ii</sup>A **“Financial Service”** as defined in the FAIS Act means any service contemplated in paragraph (a), (b) or (c) of the definition of “financial services provider”, including any category of such services.

<sup>iv</sup>An **“authorised financial services provider”** as defined in the FAIS Act 37 of 2002 means any person, other than a representative, who as a regular feature of the business of such person-

- (a) furnishes advice;
- (b) furnishes advice and renders any intermediary service; or
- (c) renders an intermediary service

<sup>v</sup>A **“Product Supplier”** as defined in the FAIS Act 37 of 2002 means any person who issues a financial product by virtue of an authority, approval or right granted to such person under any law, including the Companies Act, 1973 (Act 61 of 1973).

<sup>vi</sup>A **“Third Party”** as defined in Board Notice 58 of 2010 means-

- (a) a product supplier;
- (b) another provider;
- (c) an associate of a product supplier or 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.

<sup>vii</sup>A **“Representative”** as defined in the FAIS Act 37 of 2002 means any person, including a person employed or mandated by such first mentioned person, who renders a financial service to a client for or on behalf of a financial services provider, in terms of conditions of employment or any other mandate, but excludes a person rendering clerical, technical, administrative, legal, accounting or other service in a subsidiary or subordinate capacity, which service-

- (a) does not require judgement on the part of the latter person; or
- (b) does not lead a client to any specific transaction in respect of a financial product in response to general enquiries;

<sup>viii</sup>A **“Key individual”** as defined in the FAIS Act 37 of 2002 means in relation to an authorised financial services provider, or a representative, carrying on

business as a corporate... any natural person responsible for managing or overseeing, either alone or together with other so responsible persons, the activities of the body... relating to the rendering of any financial service.

<sup>x</sup>**A “conflict of interest”** as defined in Board Notice 58 of 2010 means any situation in which a provider or a representative has an actual or potential interest that may, in rendering a financial service to a client-

- (a) influence the objective performance of his, her or it's obligations to that client; or
- (b) prevent a provider or representative from rendering an unbiased and fair financial service to that client, or from acting in the best interests of that client, including, but not limited to-
  - (i) a financial interest;
  - (ii) an ownership interest;
  - (iii) any relationship with a third party.

**“sign-on bonus” means -**

- (a) any financial interest offered or received directly or indirectly, upfront or deferred, and with or without conditions, as an incentive to become a provider; and
- (b) a financial interest referred to in paragraph (a) includes but is not limited to-

- (i) compensation for the-
  - (aa) potential or actual loss of any benefit including any form of income, or part thereof; or
  - (bb) cost associated with the establishment of a provider's business or operations, including the sourcing of business, relating to the rendering of financial services; or
- (ii) a loan, advance, credit facility or any other similar arrangement.

<sup>x</sup>**A “Financial Interest”** as defined in Board Notice 58 of 2010 means any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration, 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.





## FIRSTRAND

**FirstRand Group Ethics Line toll free numbers**

0800 00 33 12 (South Africa and Namibia)  
0808 238 75 00 (United Kingdom)  
000800 100 79 00 (India)

**FirstRand Group Ethics Line e-mail**  
[report@firstrandethicsoffice.com](mailto:report@firstrandethicsoffice.com)

**FirstRand Group Ethics Line website**  
[www.firstrandethicsoffice.com](http://www.firstrandethicsoffice.com)

**Leading Light e-mail**  
[leadinglight@firstrand.co.za](mailto:leadinglight@firstrand.co.za)

**FirstRand Botswana Ethics Line toll free numbers**

0800 600 644 (Botswana Telecoms users)  
1144 (Orange users)  
71119711 (Mascom users)

**FirstRand Ghana Ethics Line RSA underpinning number**  
+27 31 571 5077

**FirstRand Mozambique Ethics Line toll free number**  
800 112 233 (TDM)

**FirstRand Tanzania Ethics Line toll free number**  
0800 110 025 (TTCL)

**FirstRand Zambia Ethics Line toll free number**  
50800 (Zambia Airtel users)