

TITANDC

Conflict of Interest Management Policy

In terms of section 3A of the General Code of Conduct for Authorised Financial Services Providers and Representatives (FAIS Act, 2002)

Version 1.3 · Approved 9 September 2026

1. Introduction

Titan Development Consultants (Pty) Ltd, trading as TitanDC ("TitanDC", "we", "us"), is an authorised financial services provider, FSP number 8972, licensed under the Financial Advisory and Intermediary Services Act, 37 of 2002 ("FAIS"). Section 3A(2)(a) of the General Code of Conduct ("the Code") requires every financial services provider to adopt, maintain and implement a conflict of interest management policy that complies with the Code.

This policy sets out how TitanDC identifies, avoids, mitigates, discloses and monitors conflicts of interest so that clients receive objective advice and fair treatment. It is published on our website and is available for public inspection at our offices, free of charge, as section 3A(2)(b) of the Code requires.

2. Purpose

The purpose of this policy is to ensure that any conflict of interest between the interests of a client and the interests of TitanDC, its key individuals, representatives, employees or associates is identified early and managed in a way that does not disadvantage the client. Where a conflict cannot be avoided, it must be disclosed so that the client can make an informed decision.

TitanDC conducts its business honestly, fairly, with due skill, care and diligence, and in the interests of clients and the integrity of the financial services industry. The fair treatment of clients is a primary consideration in every recommendation we make.

3. Scope

This policy applies to TitanDC, its directors, key individuals, representatives (including representatives acting under supervision), employees, contractors and associates. Compliance is monitored on an ongoing basis. Non-compliance is treated seriously and may lead to disciplinary action, debarment in terms of FAIS, or termination of employment or contract. Avoiding, limiting or circumventing this policy through an associate is itself non-compliance.

4. Definitions

The following terms carry the meaning given to them in section 3A of the Code. The full definitions are reproduced in Annexure C.

- **Conflict of interest** means any situation in which TitanDC or a representative has an actual or potential interest that may, in rendering a financial service to a client, influence the objective performance of our obligations to that client, or prevent us from rendering an unbiased and fair financial service or from acting in the client's interests. It includes a financial interest, an ownership interest, and any relationship with a third party.

- **Financial interest** 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 an ownership interest, training that is not exclusively available to a selected group, or an immaterial financial interest.
- **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, received by a representative for that representative's direct benefit, or by TitanDC where it aggregates the immaterial financial interests paid to its representatives.
- **Ownership interest** means any equity or proprietary interest for which fair value was paid at acquisition, other than an interest held by an approved nominee, and includes any dividend, profit share or similar benefit derived from it.
- **Third party** means a product supplier, another financial services provider, an associate of a product supplier or provider, a distribution channel, or any person who in terms of an agreement or arrangement with any of these provides a financial interest to TitanDC or its representatives.

5. Financial interests we may give and receive

5.1 Permitted financial interests

TitanDC and its representatives may only receive or offer the following financial interests from or to a third party:

- 1 Commission authorised under the Long-term Insurance Act, 1998, the Short-term Insurance Act, 1998, or the Medical Schemes Act, 1998.
- 2 Fees authorised under those Acts, if those fees are reasonably commensurate to a service being rendered.
- 3 Fees for the rendering of a financial service in respect of which commission or fees referred to above are not paid, if those fees are specifically agreed to by the client in writing and may be stopped at the client's discretion, and the agreement records the amount, frequency, payment method, recipient and the services provided in exchange.
- 4 Fees or remuneration for services rendered to a third party, which are reasonably commensurate to the service.
- 5 An immaterial financial interest, as defined above.
- 6 Any other financial interest for which a consideration, fair value or remuneration that is reasonably commensurate to its value is paid by TitanDC or the representative at the time of receiving it.

5.2 Conditions

Financial interests referred to in items 2, 3 and 4 may only be offered or received if they are proportionate to the service rendered, having regard to the nature of the service and the resources, skills and competencies reasonably required to perform it; they do not result in TitanDC or the representative being remunerated more than once for the same service; any actual or potential conflict between the interests of clients and the recipient of the financial interest is effectively mitigated; and the payment does not impede the delivery of fair outcomes to clients.

5.3 Financial interests offered to representatives

TitanDC does not offer any financial interest to a representative for giving preference to the quantity of business secured over the quality of service rendered; for giving preference to a specific product of a product supplier where more than one product of that supplier may be recommended; or for giving preference to a specific product supplier where more than one supplier may be recommended.

Where a representative's entitlement to a financial interest is determined, TitanDC gives due regard to measurable indicators relating to the achievement of minimum service level standards, the delivery of fair outcomes for clients, and the quality of the representative's compliance with FAIS. These indicators are agreed with each representative in writing and are weighted so as to materially mitigate the risk of preferring volume over fair client treatment. TitanDC does not offer sign-on bonuses to any person other than a new entrant to the industry.

6. Identifying conflicts of interest

In deciding whether a conflict exists, TitanDC considers whether it, a representative, an employee or an associate:

- 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 or transaction that is distinct from the client's interest in that outcome;
- has a financial or other incentive to favour the interests of another client, group of clients or 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, other than regulated commission or a reasonable fee for that service.

Every employee and representative is responsible for identifying conflicts and must report an actual or potential conflict to a key individual as soon as they become aware of it. The key individual assesses the conflict, decides how it must be managed and records the outcome in the conflict of interest register.

7. Avoiding, mitigating and disclosing conflicts

7.1 Avoidance and mitigation

TitanDC avoids conflicts wherever possible. Where a conflict cannot be avoided, the key individual and the compliance officer agree on the controls needed to manage it, which may include reassigning the client to another representative, declining a financial interest, or declining to act. All employees and representatives receive training on this policy at induction and at least annually thereafter, and awareness material is circulated when the Code or this policy changes.

7.2 Mandatory disclosure

Where a conflict cannot be avoided, or where the measures in place do not adequately protect the client's interests, the conflict is disclosed to the client in writing at the earliest reasonable opportunity, and in any event before the client makes a decision. The disclosure sets out the nature of the conflict, the measures taken to manage it, and, where determinable, the monetary value of any non-cash financial interest.

Clients are informed of this policy and where it may be accessed.

TitanDC also discloses to clients any ownership interest or financial interest it holds in a product supplier, any product supplier that holds an ownership interest in TitanDC, and any product supplier from which TitanDC has, in the preceding 12 months, received more than 30% of its total remuneration, as required by section 3A(1) and section 4 of the Code. As at the date of this version, TitanDC holds no ownership interest in any product supplier and no product supplier holds an ownership interest in TitanDC. In the 12 months preceding this version, more than 30% of TitanDC's total remuneration was received from Santam, which is disclosed to clients in the Statutory Disclosure Notice.

TitanDC discloses that Titan Direct (Pty) Ltd (registration number 2002/024096/07, FSP 48217), an associated company, holds binder and administration agreements with certain insurers. TitanDC and its representatives do not receive any financial interest under those agreements. Where a client's policy is administered by Titan Direct under a binder, the client is told which functions Titan Direct performs and how it is remunerated, so that the client can assess any conflict. Recommendations to clients are made

without regard to whether a product is administered by Titan Direct.

7.3 Ongoing monitoring

The key individuals monitor compliance with this policy in the course of supervising representatives and reviewing business. The compliance officer includes conflict of interest monitoring in the compliance monitoring programme and reports on it in the annual compliance report to the FSCA. This policy is reviewed at least annually and whenever the Code changes. The compliance function is outsourced to an independent compliance practice with no shareholding in TitanDC.

8. Registers

TitanDC keeps a conflict of interest register (Annexure A) in which every financial interest received or offered, every immaterial financial interest, every ownership interest and every other conflict identified under this policy is recorded, together with the date, the parties, the value, the reason and the approval decision. Gifts and hospitality of any value are recorded so that the R1 000 annual aggregate can be monitored per third party. The register is available to the compliance officer and to the FSCA on request. Where conflicts exist in respect of a product supplier, they are also reflected in the statutory disclosure given to clients.

9. Remuneration

This section explains how TitanDC remunerates its representatives and employees and how that remuneration complies with section 3A of the Code.

- **Representatives** are remunerated by regulated commission paid by product suppliers on the products they arrange, and, where a client has agreed in writing, by advice or service fees in terms of a written mandate that the client may cancel at any time.
- **Administrative and support staff** are paid a fixed salary. Discretionary bonuses, where paid, are based on overall performance, service quality and compliance, and not on the volume of business written.
- **No representative or employee** is remunerated in a way that rewards preference for a particular product or product supplier, or that rewards quantity of business without regard to fair client outcomes.
- **Policy fee.** On short-term insurance, TitanDC may charge a monthly policy fee that is separate from the insurer's premium, the Sasria premium and any commission. The fee pays for value-added services and client benefits, such as the 24/7 assist line, after-hours guidance, the loyalty benefit, partner benefits and a complimentary financial planning consultation. It is not charged for services already remunerated by commission or any insurer-paid remuneration. The amount, purpose, frequency, payment method, recipient and services are disclosed to and agreed by the client in writing, and the client may stop the fee at any time by written notice.
- **Binder and outsourcing fees.** TitanDC does not hold binder or outsourcing agreements and receives no binder or outsourcing fees. Such agreements are held by Titan Direct (Pty) Ltd (registration number 2002/024096/07, FSP 48217), an associated company, and are disclosed under section 7.2.

Remuneration packages are determined and approved by the managing director. Annual reviews consider inflation, market conditions, individual performance against agreed measures, and the performance of the business. TitanDC observes the Employment Equity Act, 1998, including the principle of equal pay for work of equal value.

10. Policy ownership and approval

Item	Detail
Policy owner	Johan Geldenhuys, Managing Director and Key Individual
Compliance officers	Mr P Kotze and Mr AJ Mains, Masthead, telephone 021 555 4121
Review cycle	Annually, and on any amendment to section 3A of the Code
Where published	www.titandc.co.za and at our offices, free of charge

Annexure A: Conflict of interest register

Nil conflicts declared as at September 2026. All entries are reviewed by a key individual and reported to the compliance officer.

Date	Type	From / to	Description and reason	Value (R)	Approved (Y/N)	Approved by

Types: gift; hospitality; travel or accommodation; sponsorship; training (exclusive); fee or commission outside regulated rates; ownership interest; other.

Annexure B: Version control

Date	Version	Change	Approved by
September 2026	1.3	Current version. Reviewed and aligned with section 3A of the Code; legal name, licence details, remuneration, associate disclosure and register updated.	Johan Geldenhuys, Managing Director, on the recommendation of Masthead (compliance officers), 9 September 2026

Annexure C: Definitions from section 3A of the Code

- **Associate**, in relation to a natural person, means a spouse, life partner or civil union partner; a child, including a stepchild, adopted child and a child born out of wedlock; a parent or stepparent; a person legally responsible for managing the affairs of that person; the spouse or partner of any of those persons; and a person in a commercial partnership with that person. In relation to a juristic person, it means any subsidiary or holding company, any other subsidiary of that holding company, any member of a close corporation, any person in accordance with whose directions the governing body is accustomed to act, and any trust controlled or administered by that person.
- **Distribution channel** means any arrangement between a product supplier or its associate and one or more providers, or between providers, or between product suppliers, that supports or enhances a relationship between a provider and a product supplier in rendering a financial service to a client.
- **Fair value** has the meaning assigned to it in the financial reporting standards adopted under the Companies Act.

- **New entrant** means a person who has never been authorised as a financial services provider or appointed as a representative by any financial services provider.
- **Sign-on bonus** means any financial interest offered or received, directly or indirectly, upfront or deferred, with or without conditions, as an incentive to become a provider, including compensation for loss of income or benefits, the cost of establishing a business, or a loan, advance or credit facility.