INTRASIA
WEALTH

CONFLICT OF INTEREST

Conflict of interest management policy

Intrasia Wealth Limited is an authorised Financial Services Provider in South Africa, FSP No. 54955. Company Registration No. C198519. This policy is adopted under section 3A of the General Code of Conduct for Authorised Financial Services Providers and Representatives.

VERSION	0.2, 23 September 2026
STATUS	Draft for adoption by the board
POLICY OWNER	Head of Legal and Compliance
REVIEW	At least once a year

DRAFT FOR THE BOARD

Items marked CONFIRM are facts only the firm can supply. Where this draft describes a control, the firm must confirm that it operates as described, or change the text, before the board adopts the policy. The content is limited to what section 3A(2) of the General Code requires. This draft is not legal advice.

01 Purpose and scope

We are trusted to act in our clients' interests. A conflict of interest arises when something we, our employees or our representatives stand to gain could influence the advice or service we give, or could stop us acting fairly. This policy sets out how we identify conflicts, avoid them where we can, mitigate them where we cannot, and disclose them to clients.

It applies to the financial services we render under FSP No. 54955 and to our directors, employees and representatives. We may not avoid it through an associate or through an arrangement with one (section 3A(3)).

CONFIRM: whether the board also applies this policy to our business in Mauritius; if so, say so here in one sentence

02 What the terms mean

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

- **Financial interest.** Any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, travel, hospitality, accommodation, sponsorship, incentive or other valuable consideration, other than an ownership interest or training that is not exclusive to us.
- **Immaterial financial interest.** A financial interest that, in aggregate, is worth no more than R1,000 from the same third party in a calendar year.
- **Associate.** As defined in the General Code; for a company it includes its holding company, subsidiaries and fellow subsidiaries. Our associates are listed in section 07.

03 How we manage conflicts

- **Clients come first.** We do not let a conflict influence the advice or service a client receives.
- **Identify.** Compliance keeps a register of actual and potential conflicts and the measures applied. Directors, employees and representatives declare their outside interests on joining and at least once a year. New business arrangements are assessed for conflicts before they are entered into.
- **Avoid, or mitigate.** We avoid a conflict wherever we reasonably can. Where we cannot, we record why, mitigate it, and disclose it.
- **Disclose.** Any actual or potential material conflict, and any financial interest other than an immaterial one, is disclosed to the client in writing before we render the financial service, in enough detail for the client to understand it.
- **Monitor.** Compliance monitors compliance with this policy on an ongoing basis.

04 Where conflicts can arise

Conflicts can arise from:

- fees and other financial interests from product providers and other third parties;
- referral arrangements, including with our associates;
- the choice of product, platform or custodian;
- the remuneration of our representatives;
- gifts, hospitality and entertainment;
- the personal and outside business interests of our directors, employees and representatives; and
- differences between the interests of clients.

We manage each of these as set out in section 03. In particular, we accept a fee from a product provider only for a service we render to it, never for placing business with it. We introduce a client to an associate or another third party only where the client needs the service and agrees, the client remains free to use another provider, and our advice is never conditional on using an associate.

05 Financial interests we may receive

We and our representatives may receive only the financial interests that section 3A(1)(a) of the General Code permits: commission or fees authorised under the Long-term Insurance Act, the Short-term Insurance Act or the Medical Schemes Act; fees for a financial service that are agreed with the client in writing, where the client can stop them; fees for a service rendered to a third party; an immaterial financial interest; and a financial interest for which we pay fair value.

Fees authorised under those Acts, fees agreed with the client, and fees paid by a third party for a service we render to it must be reasonably commensurate with the service, must not pay us twice for a similar service, must not impede fair outcomes for clients, and any conflict they create must be effectively mitigated (section 3A(1)(d)).

06 Financial interests we offer our representatives

Our representatives are remunerated under their employment or service contracts. **CONFIRM: the type of remuneration, for example a salary and a discretionary bonus**

Any variable remuneration takes into account measurable indicators relating to minimum service standards for clients, fair outcomes for clients and the quality of the representative's compliance with the FAIS Act, as section 3A(1)(bA) requires. We do not offer a representative any financial interest determined by the quantity of business without due regard to fair outcomes, or for preferring a particular product supplier or product (section 3A(1)(b)).

07 Associates and ownership interests

OUR ASSOCIATES

ASSOCIATE	RELATIONSHIP
CONFIRM: legal name of the Intrasia group holding company	Holding company
Intrasia Management **CONFIRM: legal name**	**CONFIRM: relationship**
start.mu **CONFIRM: legal entity**	**CONFIRM: relationship**
Intrasia Properties **CONFIRM: legal name**	**CONFIRM: relationship**
Intrasia Intelligence **CONFIRM: legal name**	**CONFIRM: relationship**
CONFIRM: legal names of the group companies in Singapore, Dubai and New York	**CONFIRM: relationship**

OWNERSHIP INTERESTS

- **Third parties in which we hold an ownership interest: CONFIRM: name, nature and extent, or none; include Acacia Wealth Limited if we hold one**
- **Third parties that hold an ownership interest in us: CONFIRM: each, with the nature and extent of its interest; include Acacia Wealth Limited if it holds one**

08 Gifts, hospitality and entertainment

Directors, employees and representatives may accept a gift, hospitality or entertainment from a third party only if it is immaterial: no more than R1,000 in aggregate from the same third party in a calendar year. Anything above that, and any cash or cash equivalent, is declined. Offers are recorded in a gifts register, which Compliance reviews.

09 Governance, training and consequences

- **Oversight.** The Head of Legal and Compliance owns this policy and reports on conflicts to the board at least once a year. Our compliance officer reports on the policy in our compliance reports to the Financial Sector Conduct Authority.
- **Training.** Directors, employees and representatives are trained on this policy and confirm in writing that they understand it.
- **Records.** Registers, declarations and client disclosures are kept in line with our record-keeping obligations under the FAIS Act.
- **Consequences.** A breach of this policy is a disciplinary matter and may lead to dismissal. A representative who breaches it may also be debarred under section 14 of the FAIS Act.

10 Adoption, review and publication

This policy is adopted by the board of Intrasia Wealth Limited. It is reviewed at least once a year and whenever our business changes materially. It is published on our website and is available free of charge on request.

Questions about this policy may be sent to our Head of Legal and Compliance at chloe@intrasiawealth.com.

ADOPTED BY THE BOARD ON	**CONFIRM: date**
SIGNED FOR THE BOARD	**CONFIRM: name and title**
NEXT REVIEW DUE	**CONFIRM: no later than twelve months after adoption**