GoTyme Bank Limited trading as GoTyme Bank ("**GoTyme Bank**")

Conflict of Interest Management Policy

February 2026

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Document Control Table		
Policy Owner	Executive: Governance and Company Secretary	
Policy Tier[1]	☒ 1 ☐ 2 ☐ 3	
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1 Tier 1 policies: Review annually or as agreed by the Board
Tier 2 policies: Review annually by ERCC or ALCO
Tier 3 policies: Review every three years by ERCC or ALCO

1. Policy Context

GoTyme Bank Limited (formerly known as TymeBank and hereafter referred to as "GoTyme Bank") recognises that conflicts of interest may arise in the provision of GoTyme Bank's products and services and these need to be appropriately identified and managed.

The appropriate identification and management of conflicts of interest is crucial to ensure that the interests of GoTyme Bank's customers are protected. Failure to do so may result in the loss of trust and confidence of GoTyme Bank's existing and potential new customers which may result in adverse legal, regulatory and reputational risks. GoTyme Bank is therefore committed to the effective management of conflicts of interest in accordance with the requirements of the Financial Advisory and Intermediary Services Act ("FAIS") and the FAIS General Code of Conduct. If conflicts of interest cannot be avoided, they must be mitigated and managed reasonably and in the customer's interest.

The purpose of this Conflict of Interest Management Policy ("Policy") is to assist GoTyme Bank in:

- Meeting its legal and regulatory obligations in relation to the management of conflicts of interest in terms of the FAIS Act;
- Defining and outlining the key principles around the management of conflicts of interest that may arise and how these need to be managed through disclosure, avoidance or control;
- Ensuring that actual or potential conflicts of interest and the associated risks are appropriately identified, assessed and managed; and
- Implementing processes, procedures, system requirements, training and awareness to ensure conflicts of interest are appropriately managed and recorded.
- Avoiding legal liability, possible fines and reputational damage arising from any conflict of interest

Failure to comply with this policy is inconsistent with the values and expected risk behaviours of GoTyme Bank. Failing to comply may result in disciplinary action, including loss of performance payments and/or termination of employment.

2. Scope

This Policy applies to GoTyme Bank which include, all employees, contractors, temporary staff and directors of GoTyme Bank. This Policy further applies to GoTyme Bank's relationships with third parties, as well as any entity which forms part of Joint Ventures and Partnerships approved by Regulators such as the Prudential Authority.

This Policy recognises the regulatory regime in which GoTyme Bank operates as detailed below:

- GoTyme Bank is subject to, and must comply with, South African law and regulatory oversight, including that of the Prudential Authority ("PA") of the South African Reserve Bank ("SARB") and the Financial Sector Conduct Authority ("FSCA");
- GoTyme Bank must also comply with any and all applicable regulations and legislation, particularly the FAIS Act and the FAIS General Code of Conduct;
- This Policy should be read in conjunction with GoTyme Bank's Risk Appetite Statement, Compliance Manual, Enterprise Risk Management Framework ("ERMF"), the Anti-Bribery and Corruption Policy and Code of Ethics and any other relevant policies and standards that apply from time-to-time.

3. Key Terms

Key terms to support comprehension of this Policy are detailed in the table below.

Term	Abbreviations
Enterprise Risk Management Framework	ERMF
Financial Advisory and Intermediary Services Act, 37 of 2002 (as amended)	FAIS
Financial Sector Conduct Authority	FSCA

Term:	Definition:
Conflict of Interest	In terms of the FAIS General Code of Conduct for Authorised Financial Services Providers[2] a conflict of interest is any situation in which GoTyme Bank or an employee of GoTyme Bank (acting as a representative in terms of FAIS) has an actual or potential interest that may, in rendering a financial service to a client: • influence the objective performance of his/her/its obligations to that client; or • prevent GoTyme Bank or an employee from rendering an unbiased and fair financial service to that client, or from acting in the interest of that client, including but not limited to- o A financial interest; o An ownership interest; o Any relationship with a third party. A conflict of interest can arise: • Where the interests of GoTyme Bank, GoTyme Bank employees or external third parties are inconsistent with, or diverge from some or all the interests of a customer which influence the objective performance of

[2] As published by Board Notice 80 in Government *Gazette* 25299 dated 8 August 2003 and amended by Notice 706 in Government *Gazette* 43474 dated 26 June 2020

	obligations or the rendering of unbiased financial service or acting in the best interest of the customer. • Where the interests of GoTyme Bank employees, its directors or independent contractors or consultants are inconsistent with, or diverge from, the interests of GoTyme Bank. • Between various types of customers of GoTyme Bank. • Between different functions that GoTyme Bank or Tyme Bank Group performs, including between GoTyme Bank and its partners. • Any references to "conflict" or "conflicts of interest" in this Policy include actual, perceived or potential conflicts of interest.
Conflict Owner	• Means the division, team member or individual responsible for managing a specific conflict. Where this responsibility sits will be assessed on a case-by-case basis.
Customer	• Means customer, clients or any other person or entity where a fiduciary relationship exists.
Financial Interest	• Includes any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration[3]
Immaterial Financial Interest	Means any financial interest with a determinable monetary value, the aggregate of which does not exceed R1000 in any calendar year from the same third party in that calendar year received by– • a provider who is a sole proprietor; or • a representative for that representative's direct benefit; • a provider, who for its benefit or that of some or all of its representatives, aggregates the immaterial financial interest paid to its representatives
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 a proprietary interest held as an approved nominee on behalf of another person; and

[3] Excludes:
(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;
(c) a qualifying enterprise development contribution to a qualifying beneficiary entity by a provider that is a measured entity;

	• includes any dividend, profit share or similar benefit derived from that equity or ownership interest
Partner/s	means – • any company and/or individual/s that may jointly own, operate a business, share profits and/or decision-making responsibilities with GoTyme Bank.
Third party	• Means a product supplier, another Financial Services Provider, an associate of a product supplier or a provider, a distribution channel or any person who provides a financial interest to GoTyme Bank or its' Partners.

4 Policy Principles

4.1 Principle 1: Awareness of Conflicts

All GoTyme Bank directors, employees, contractors and relevant external third parties are required to understand conflicts of interest, how they may arise and what should be done when conflicts are identified. Employees will be trained on this Policy and the Code of Ethics on an annual basis to assist them in identifying conflicts of interest. Where there is any uncertainty as to the existence of an actual, perceived or potential conflict of interest or how to deal with such a conflict, employees are encouraged to approach the Compliance team for further guidance.

Types of Conflict of Interest:

- Actual Conflicts: An actual conflict arises in situations where financial considerations or other personal or professional considerations compromise an individual's objectivity, judgment, integrity and/or ability to fulfil their responsibilities to GoTyme Bank and their actions could lead to compromising GoTyme Bank in any way.
- Perceived Conflicts: A perceived (or apparent) conflict are situations or relationships that could reasonably appear to other parties to involve a conflict of interest. A perceived conflict exists in situations where a person has financial interests, personal relationships or associations with an external entity, individual or organisation, such that the person's activities within GoTyme Bank could appear to be biased. This applies to GoTyme Bank's directors, employees, contractors or their family members or close personal relations.
- Potential Conflicts: Potential conflicts of interest refer to situations that do not necessarily constitute or appear to constitute a conflict of interest, but where there is a reasonable possibility of an actual or apparent conflict of interest arising in the future.

Below are some specific examples of circumstances that may give rise to a conflict of interest:

- Where employees receive gifts and entertainment that could influence their decision making in a way that conflicts with the interest of customers.
- The interests of GoTyme Bank, an associate, a department or an employee may be different to that of the customer's, resulting in a negative impact on the customer.
- A GoTyme Bank employee may from time-to-time serve as a director of a public or private company which competes with GoTyme Bank's products or services.
- An employee who has a beneficial interest in or a personal relationship with a vendor and recommends the vendor for purposes of providing services to GoTyme Bank.
- An employee holds a material shareholding in a company that is a supplier to GoTyme Bank.
- GoTyme Bank receives revenue from a third party or where it stands to benefit from a source other than the fees agreed with the customer.
- An employee receives remuneration and/or Financial Interest from any of GoTyme Bank's suppliers, third parties or Partners.

4.2 Principle 2: Identifying, Avoiding and Managing Conflicts

Where possible, conflicts of interest must be avoided. However, where avoidance of a conflict of interest is not possible, same must be managed in a way that enhances consumer confidence, market integrity, fairness, honesty and maintains high professional standards.

The overarching approach to dealing with a conflict of interest is to follow these steps:

Identify: Recognise the Conflict

- Understand what a conflict is, and how it may arise in relation to day-to-day operations, responsibilities and activities with GoTyme Bank and/or its employees, third parties, Partners and suppliers
- Any remuneration, financial interest and/or personal interest received for (additional) work conducted for GoTyme Bank's third parties, Partners and suppliers are strictly prohibited and constitute a conflict of interest.

Notify: Inform the relevant parties

- Notify the GoTyme Bank Executive: Governance and Company Secretary and the Compliance team, who will give due consideration to the circumstances of the case before determining if a conflict of interest exists. If it is not possible to avoid the conflict of interest, reasons for this must be provided to the Executive: Governance and Company Secretary and the Chief Compliance Officer together with mitigating measures proposed to reduce the risk of the conflict.

Assess: Evaluate the Impact

- Once a conflict is identified, assess the nature, scope and potential impact of the conflict of interest on GoTyme Bank and its stakeholders.

Record: Document the conflict

- The conflict must be recorded by completing a Conflict of Interest Declaration.

Allocate: Assign a Conflict Owner

- A Conflict Owner must ensure effective ongoing management of the conflict.

Act: Follow Ethical Principles

- Act with integrity and in a manner aligned with the principles of this Policy. All decisions should be aligned with the values of fairness, honesty, and transparency.

Avoid: Prevent Conflicts where possible

- When a conflict of interest is identified, GoTyme Bank will consider whether it is reasonably possible and practical to avoid the conflict of interest.

Manage: Mitigate the Risk

- Where it is not possible to avoid the conflict of interest, the reasons therefore must be provided to the GoTyme Bank Compliance team and measures must be taken to manage the conflict of interest and mitigate the risk.

Disclose: Be Transparent with the Affected Parties

- If the conflict involves a customer and the conflict cannot be avoided, full disclosure of the conflict of interest will be made to the customer and the measures to be taken to mitigate the risk.

Conflicts of Interest must be managed in a way that enhances:

- Consumer confidence;
- Fairness, honesty and professionalism; and
- Market integrity.

Additional Considerations:

- **Personal Relations:** Any personal relationships with external third parties, GoTyme Bank employees, Partners suppliers must not influence or prejudice obligations to the customer or GoTyme Bank.
- **Gifts and Entertainment:** Conflicts of interest need to be considered when deciding whether to offer or accept gifts and entertainment. Decisions to offer or accept gifts and entertainment must not be made with the intention to influence a public official, obtain or retain business or a business advantage. Refer to the Anti-Bribery and Corruption Policy in this regard.
- **Hiring and Appointments:** Conflicts of interest need to be considered during appointment to role processes, including student work experience placements. Hiring decisions must not be made with the intention to influence a public official, obtain or retain business or a business advantage.
- **Organisational Structure**: Reporting lines and internal structures need to support the conflict management arrangements within GoTyme Bank. The effect of organisational structure, physical layout and reporting lines on identifying, assessing, avoiding or managing conflicts must be considered.

4.2.1 Controlling Conflicts

Adequate processes and procedures must be implemented and regularly reviewed. The processes and procedures are required to:

- Identify conflicts of interest;
- Assess and evaluate those conflicts; and
- Decide upon and implement an appropriate response to those conflicts i.e. avoid or manage.

Whenever a conflict is identified the Bank will first consider if there are any means to avoid the conflict. However, where conflict cannot reasonably and practically be avoided, the conflict must be mitigated in a manner that ensures that the interests of the customer and the quality of GoTyme Bank's services are not compromised.

Below are some of the measures to be applied to control conflicts of interest:

- GoTyme Bank requires all directors and employees to report potential, perceived or actual conflicts of interest to the Executive: Governance and Company Secretary and the Compliance team. The Executive: Governance and Company Secretary and the Compliance team will consider the circumstances of the case before determining if it is in fact a conflict of interest and will recommend how best to manage it if it is not possible to avoid it. Please refer to paragraph 4.3 below which sets out the process that must be followed when submitting a conflict of interest declaration.
- Annual acknowledgement of employees' awareness and understanding of this Policy.
- Segregation of duties (i.e. for example employees employed in regulatory oversight and review roles

such as the Compliance team and internal audit are not permitted to have operational responsibilities).

- All remuneration and pay structures must be structured in a manner which does not give rise to any unmanageable conflicts of interest and must comply with the limitations prescribed by the FAIS General Code of Conduct. Refer in this regard to paragraph 4.4 below (Principle 4: Limitations applicable to financial interests offered and received with respect to third parties).
- All dealings with associates must be conducted at arm's length, meaning that the parties in the relationship are independent and otherwise unrelated.
- Any arrangements with associates must be documented and where there are material changes to the arrangement, the documentation must be reviewed to ensure the arrangement continues to be at arm's length.
- When entering into party arrangements with associates, additional regulatory obligations may apply. In all such instances GoTyme Bank's Executive: Governance and Company Secretary and the Chief Compliance Officer must be consulted and evidence of such consultation must be retained.
- Relevant statutory and fiduciary obligations towards customers must be met. Where there is a conflict between the interests of a relevant third party and GoTyme Bank's own interests, GoTyme Bank must give priority to the interests of the customer. Where the conflict of interest cannot be avoided, the procedure for managing conflicts of interest as set out in this policy must be followed.
- Annual training of employees on conflicts of interest.
- Avoiding conflicts of interest by declining to act in circumstances where the Bank is unable to mitigate or manage the risk appropriately.

4.2.2 Disclosing Conflicts

- All directors and employees are required to complete an annual attestation during which they will record their ownership interests (for example: disclosure of shares held in companies or other remuneration received outside of GoTyme Bank including from its supplier third parties and Partners) and financial interests.
- Approval is required from an employee's line manager, Compliance and the Executive: Governance and Company Secretary to ensure that a financial interest received or offered complies with this Policy as well as the Anti-bribery and Corruption Policy.
- Disclosure of ownership and financial interest is also required at every meeting of the Board.
- Key individuals are required to sign an annual declaration confirming that he/she is fit and proper to act in this role and is required to disclose any potential of actual conflicts of interest and the measures that were taken to avoid or mitigate the conflict of interest.
- Where the circumstances require it, and there are no other means available to adequately mitigate

the risk to the customer, GoTyme Bank will as soon as reasonably possible disclose the conflict of interest to the affected customer(s) to enable the customer(s) to make an informed decision as to whether to continue with the service.

For disclosure to be effective as a means of managing conflicts, any disclosure must be:

- **Timely –** the disclosure must be before or when the relevant service is provided.
- **Prominent –** the disclosure must be clear and easy for the customer or third-party to read.
- **Specific –** the disclosure must refer to the specific service or transaction to which the conflict relates. A generic disclosure is not acceptable.
- **Meaningful –** the disclosure must contain sufficient detail for the customer to understand the potential impact of the conflict on the provision of the financial service.

4.2.3 Avoiding Conflicts

Situations may arise where conflicts cannot be disclosed due to reasons which may include confidentiality or insider trading obligations. Where it is not possible to control these conflicts, for example, through the use of information barriers, they must be avoided. This may mean that GoTyme Bank must decline or cease to offer the product or service.

GoTyme Bank directors and employees and external third parties must avoid placing themselves in a position where they stand to benefit, directly or indirectly, from a transaction between GoTyme Bank and another party. Where there is any likelihood of such a conflict arising, full disclosure is required to be made to Line Management, Compliance and the Executive: Governance and Company Secretary.

Disclosure should be made, and approval obtained, prior to acting and details must be recorded in the Conflicts of Interest Register.

Where the continuing presence of a conflict, even when disclosed, will be incompatible with the requirements of treating customers fairly or where the provision would constitute a breach of law, the conflict must be avoided.

Gifts and entertainment must not be offered or received if they may give rise to conflicts of interests. Please refer to the Anti-Bribery and Corruption Policy with respect to the procedure for disclosing and approving gifts.

4.3 Principle 3: Recording Conflicts of Interest

Adequate processes and procedures must be in place to ensure that conflicts of interest and details of how they are managed and monitored, are adequately documented.

Records of conflicts identified and actions taken must be kept for at least 5 (five) years, including any reports to Compliance or the Executive: Governance and Company Secretary about conflicts, and any written disclosures about conflicts which are given to customers or the public.

GoTyme Bank must establish, implement, maintain and monitor a conflicts of interest register of financial interests to prevent business conflicts.

When reporting a potential, perceived or actual conflict of interest to Compliance, the employee must complete the conflict of interest declaration and email same to Compliance at compliance@TymeDigital.com.
The conflict of interest declaration form is available to employees on the Policies Board on Jira, available here, alternatively, the form can be requested from the Compliance team.

Conflicts of interest identified must be disclosed and recorded by all GoTyme Bank employees on the conflicts of interest declaration except in situations where doing so may breach confidentiality or insider trading obligations.

4.4 Principle 4: Limitations applicable to financial interest offered and received with respect to third parties

In terms of the FAIS General Code of Conduct, GoTyme Bank may only receive or offer the following financial interests from or to a third party:

- Commission authorised under the Long-term Insurance Act No. 52 of 1998 or the Short-term Insurance Act No. 131 of 1998.
- Fees authorised under the Long-term Insurance Act No. 52 of 1998, the Short-term Insurance Act No. 131 of 1998 or the Medical Schemes Act No. 131 of 1998.
- Fees for the rendering of a financial service in respect of which commission or fees referred to above is not paid, if–

- the amount, frequency, payment method and recipient of those fees and details of the services that are to be provided by GoTyme Bank in exchange for the fees are specifically agreed to by a client in writing; and
- those fees may be stopped at the discretion of that client.

- Fees or remuneration for the rendering of a service to a third party.
- An immaterial financial interest.
- A financial interest for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest, is paid by GoTyme Bank at the time of receipt thereof.

4.5 Principle 5: Training and Attestation

Employees will receive annual training on the Conflicts of Interest Policy and are required to acknowledge their awareness and understanding of this Policy and complete the annual attestation. Training completion registers will be retained by GoTyme Bank.

5 List of Third Parties, Associates and Ownership Interest

The FAIS General Code of Conduct requires GoTyme Bank to disclose the following relationships:

- The associates of GoTyme Bank;
- Third Parties that GoTyme Bank holds an ownership interest in as well as the nature and extent of the ownership interest; and
- Third Parties that hold an ownership interest in GoTyme Bank as well as the nature and extent of the ownership interest.

For a list of GoTyme Bank's associates, third parties in which GoTyme Bank holds an ownership interest and third parties that hold an ownership interest in GoTyme Bank, please refer to GoTyme Bank's Annual Basel Pillar 3 disclosure report and Annual Financial Statements as published on GoTyme Bank's website: https://www.gotymebank.co.za/legal/disclosures/ alternatively, email the Compliance Department at compliance@TymeDigital.com.

6 Potential or Actual Breaches of Obligations

In respect of breaches to this Policy, the reporting requirements outlined in this section 6 must be followed.

6.1 What Constitutes a Breach

A breach of this Policy includes, but is not limited to:

- Failure to declare an actual, perceived, or potential conflict of interest when there was a duty to do so.
- Late or retrospective declaration of a conflict where earlier disclosure was required.
- Submission of false, misleading, or incomplete information.
- Failure to comply with agreed mitigation measures.

- Receiving or offering financial interests contrary to this Policy.

Failure to declare a conflict timeously constitutes a breach of this Policy and may result in disciplinary action.

6.2 Reporting of Breaches

GoTyme Bank employees and anyone impacted by this Policy must report all allegations of non-compliance or other related concerns to the whistle-blower hotline at the earliest opportunity or upon the concern being discovered.

Breaches must be reported to:

- The Executive: Governance and Company Secretary; and
- The Chief Compliance Officer.

Employees may also report concerns via the whistle-blower channels below:

Whistle-blower / Tip-offs	• 24-hour hotline – 0800 444 427 • Email – tymebank@tip-offs.com • Web – www.tip-offs.com • GoTyme Bank Compliance Breach Reporting and Logging Tool click here

6.3 Assessment of Reportable Breach

In addition, an assessment will be conducted by GoTyme Bank's Executive: Governance and Company Secretary and the Chief Compliance Officer to determine whether the breach is a reportable breach.

The assessment will consider:

- The nature and seriousness of the breach;
- The duration of non-disclosure (if applicable);
- Any impact on customers, the Bank, or third parties; and
- Whether regulatory reporting obligations are triggered.

Such assessment must be documented, and evidence must be retained.

6.4 Disciplinary Action

A breach of this Policy may result in disciplinary action in accordance with the Disciplinary Policy.

In determining the appropriate action, consideration will be given to the seriousness of the breach, whether the conduct was intentional or negligent, and any mitigating or aggravating factors.

7 Governance

The Executive: Governance and Company Secretary supported by the GoTyme Bank Compliance team has operational oversight of this Policy and may delegate responsibilities set out under this Policy.

8 Monitoring and Assurance

The Compliance team must ensure that the risk-based monitoring of risks highlighted in this Policy and the adequacy of controls to address such risks is continuously reviewed and updated. Non-compliance should be tracked, reported, remediated, and control improvements must be implemented. Any non-compliance breaches need to be escalated to the Compliance team and reported to the Social and Ethics Committee and any other Committee as required.

9 Policy Review

This Policy must be reviewed, updated and maintained annually by the Compliance team to ensure that it remains up-to-date and is achieving its stated objectives. Any proposed amendments to this Policy will be submitted to the relevant committees and Board for approval, as and when necessary.

10 Roles and Responsibilities

Role:	Responsibilities:
Social and Ethics Committee	• Overseeing compliance with this Policy. • Ensuring that this Policy is effectively implemented and complied with. • Ensuring that at the beginning of each committee meeting, all members declare whether any of them have a conflict of interest in respect of a matter on the agenda. • Ensuring that conflicts of interest are properly managed where same cannot be avoided.
Executive: Governance and Company Secretary	• Owner of this Policy. • Ensuring compliance by GoTyme Bank with this Policy. • Ensuring that the Policy is implemented in the respective business areas of GoTyme Bank.
Compliance Department	• Assisting the Executive: Governance and Company Secretary in maintaining this Policy. • Monitoring compliance with this Policy.

	• Assisting the Human Resources Department as well as the Executive: Governance and Company Secretary in the development of relevant training material for staff. • Reporting non-compliance of this Policy to the Social and Ethics Committee. • Providing guidance on the implementation of this Policy. • Providing guidance on procedures to be followed when declaring a conflict of interest.
GoTyme Bank Business Heads	• Ensuring GoTyme Bank employees are aware of this Policy as well as the obligation to report any potential or actual conflict of interests • Actively seeking to identify, mitigate and document conflicts of interest in their business unit. • Notifying Compliance and the Executive: Governance and Company Secretary of any potential or actual conflicts of interest that they are aware of within their team or otherwise.
GoTyme Bank Employees	• Notifying Compliance and the Executive: Governance and Company Secretary of any potential or actual conflicts of interest. • Completing all training and attestations related to this policy in a timeous manner.

11 Availability of Policy

This policy will be published on GoTyme Bank's website (https://www.gotymebank.co.za/) in compliance with the requirement of the FAIS General Code of Conduct.

12 Policy Implementation

GoTyme Bank must establish, review and maintain appropriate operating processes and procedures to ensure compliance with this policy.

13 Compliance Reporting

In terms of the FAIS General Code of Conduct, GoTyme Bank Compliance must include a report on GoTyme Bank's conflict of interest management policy in compliance reports submitted to the Registrar under the FAIS Act from time-to-time. The report will refer to the implementation, monitoring and compliance with and the accessibility of this Policy.

14 Related Policies

This Policy must be read with the Anti-Bribery and Corruption Policy, Code of Ethics and Procurement Policy.

15 Support

If	Then
You have any queries on this Policy	Contact the Executive: Governance and Company Secretary or GoTyme Bank's Compliance team
You need support in implementing the requirements of this Policy	Contact GoTyme Bank's Executive: Governance and Company Secretary or the Chief Compliance Officer