



**FINANCIX**  
THE INVESTORS' ADVANTAGE

# Financial Advisory and Intermediary Services Act Disclosure

Version 1.0

Last Update: July 1st 2024

**THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION. PLEASE READ IT CAREFULLY AND ENSURE THAT YOU UNDERSTAND IT.**

This is the Statutory Disclosure in terms of the *Financial Advisory and Intermediary Services Act*, Act No. 37 of 2002 (“**FAIS**”) of Sanus Financial Services (Pty) Limited, trading under the brand name *Financix* (hereinafter “**Financix**” or “**us**” or “**we**” or “**our**”) relating to the provision of financial services

As a prospective client, you have the right to information relating to our professional services, as required in terms of FAIS.

We are authorized and regulated by the Financial Sector Conduct Authority in South Africa, under financial services provider license, FSP51523 (Category 1).

Financix provides intermediary-only services to its clients, in compliance with its FAIS license.

Clients may enter into principal-to-principal transactions with third parties (*e.g.* the Liquidity Provider), at the prices shown on the Financix trading platform (website).

The abovementioned transactions are not traded on any exchange.

**PLEASE NOTE: WE ARE NOT AUTHORIZED UNDER FAIS TO GIVE ADVICE**, and any information, research, news, trading updates and/or similar information provided by us to you in any format shall not under any circumstances be construed or treated as advice but, rather, as product information to assist you in making informed decisions.

**We are authorized in respect of INTERMEDIARY SERVICES *only* for the following products**

Category description	Advice Automated	Advice Non-automated	Intermediary Scripted	Intermediary Other
Category I	-----	-----	-----	-----
Derivative instruments	No	No	No	<b>YES</b>
Short-term Deposits	No	No	No	<b>YES</b>

**Authorised Key Individual**

Ms. Annette Smyth is the Key Individual of Financix.

She has been duly authorized to render services, as defined in terms of FAIS, in respect of the products we are licensed for (see table *above*); and she meets the prescribed fit and proper requirements.

Financix accepts legal responsibility for those activities performed within the scope of implementing her employment contract/mandate.

**FAIS Compliance Officer**

Compliance with FAIS is monitored by the Compliance Officer.

Title: FAIS Compliance Officer  
Name: Mr. Nic Louw  
Email: [nic.l@sanusfinancial.com](mailto:nic.l@sanusfinancial.com)

## Financial Intelligence Centre Act, Act 28 of 2001 ("FICA"): Anti-Money Laundering ("AML")

Please note that, in terms of FICA, we must report any suspicious and unusual transactions which may facilitate money laundering or the financing of terrorism to the Financial Intelligence Centre ("FIC").

We are an accountable institution in terms of Schedule 1 to FICA, as amended.

We comply with FICA and various related legislation, including but not limited to:

- (i) The Prevention and Combating of Corrupt Activities Act;
- (ii) The Prevention of Organised Crime Act; and
- (iii) The Protection of Constitutional Democracy against Terrorist and Related Activities Act.

We reserve the right to immediately terminate our relationship with any client should we suspect, or become aware, that the client or any party involved with the client is:

- (i) a sanctioned person / entity;
- (ii) involved in terrorist activities or the financing thereof;
- (iii) involved in money laundering; and/or
- (iv) involved any other activities, which are subject to, or become subject to, any sanctions under applicable law (as amended from time to time) or as determined by a regulatory body which has jurisdiction over us.

## Fees And Charges

Our fees and charges are clearly displayed on our website and trading platforms.

Any additional costs that may be applicable will be disclosed to you in advance.

## Conflicts Of Interest

Potential conflicts of interest are inherent in any business and therefore it is not our aim to avoid all conflicts but, rather, to take steps to identify and manage conflicts of interest to ensure that our clients are not unduly prejudiced.

Financix has a *Conflicts of Interest Policy*, which can be viewed on our website.

## Complaints

Financix has a *Complaints Handling Policy*, which can be viewed on our website.

If you are dissatisfied with any aspect of our service, you may contact [complaints@financix.com](mailto:complaints@financix.com) and/or [nic.l@sanusfinancial.com](mailto:nic.l@sanusfinancial.com).

If we do not settle your complaint to your satisfaction, you may refer it to the FAIS Ombud within 6 (six) months of the complaint being unresolved.

The Ombud has been created to provide you with a redress mechanism for any inappropriate financial advice that may have been given to you.

You may contact the FAIS Ombudsman at the following details:

PHYSICAL: Kasteel Park Office Park, Orange Building, 2nd Floor, c/o  
Nossob and Jochemus Street, Erasmus Kloof, Pretoria,  
0048, South Africa  
POSTAL: PO Box 74571, Lynnwood Ridge 0040, Pretoria, South  
Africa.  
TEL: 012 470 9080 AND FAX: 012 348 3447  
EMAIL: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
WEB: [www.faisombud.co.za](http://www.faisombud.co.za)

Professional Indemnity; Fidelity Insurance; or Guarantees

Financix holds professional indemnity (PI) insurance and fidelity (FGA) insurance.

## South African Clients Only

South African clients undertake and warrant to us that they have obtained:

- (i) all necessary regulatory and statutory approvals to use our services; and
- (ii) any required clearance (for foreign investment allowances) from the revenue authority (SARS) or central bank (SARB), as the case may be.

## Data Protection under the Protection of Personal Information Act, Act No. 4 of 2013 (POPIA)

Unless inconsistent with the context, the terms set out *below* mean the following for the purposes of this paragraph:

**Etilep** means Etilep Limited, incorporated with registration No. HE 045229;

**Group** means Etilep, including: (i) its subsidiaries and affiliates; (ii) us; (iii) any successors in title and assigns;

**Personal Information** means information relating to an identifiable, living, natural person, and where applicable, an identifiable, existing juristic person, including, but not limited to:

(a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

(b) information relating to the education or the medical, financial, criminal or employment history of the person;

(c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

(d) the biometric information of the person;

(e) the personal opinions, views or preferences of the person;

(f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

(g) the views or opinions of another individual about the person; and

(h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

**Processing** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including -

(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

**Process** and **Processed** will have a similar meaning to Processing when used herein.

1. **CONSENT TO COLLECTION**: You consent to us COLLECTING your Personal Information from you and, where lawful and reasonable, from public sources for fraud prevention and compliance purposes, as well as the purposes set out herein.

2. **CONSENT TO SHARE**: You acknowledge and agree that it may be necessary for us to SHARE your Personal Information from time to time within the Group and with regulatory bodies (such as the FSCA or FIC, or similar); and that we will only do this when appropriate or necessary, in order to provide the products and/or services to you and to comply with the laws and our policies and procedures.

You consent to us providing your Personal Information to the aforementioned third parties for these purposes.

3. **CONFIRMATION RE THIRD PARTY INFORMATION**: You confirm that, if you give us Personal Information about or on behalf of another person (including, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to:

(i) give us the Personal Information of those third parties;

(ii) consent on behalf of those third parties to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and from the country

where the products or services are provided; and

- (iii) receive any privacy notices on behalf of those third parties.

4. **CONSENT TO PROCESSING**: You consent to our Processing your Personal Information:

- (i) for the purpose of providing products and services to you in terms of any agreements concluded between us and you;
- (ii) for the purpose of providing any other products and services for which we may offer to you and for which you may apply;
- (iii) for the purpose of carrying out statistical and other analyses to identify potential markets and trends and evaluate and improve our business (which includes improving existing and developing new products and services);
- (iv) in countries outside the country where the products or services are provided, which countries may not have the same data protection laws as the country where the products or services are provided -

where reasonably practicable, we will ask the receiving party to agree to our privacy policies if they need access to any Personal Information;

- (v) by sharing your Personal Information with any other third parties, where necessary, so that we can provide the products and services to you, locally and outside the country where the products or services are normally provided -

where reasonably practicable, we ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to be able to provide their services; and

- (vi) within the Group.

5. **PROCESSING PRACTICES**: You will find our Processing practices in our privacy policies and those of the Group –

these statements are available on our websites or on request to the Compliance Officer.

6. **TAX AND LEGAL POSITION**: If you are unsure about your tax or legal position due to your Personal Information being processed in countries other than where you live, you should procure independent legal advice.

7. **INFORMATION OFFICER**: The Compliance Officer is the Information Officer for the purposes of POPIA.

**Please note that you will be asked to acknowledge receipt of this disclosure at the account opening stage; and we, therefore, require that you read it carefully.**