Dries du Toit Consulting
Independent Investment Consulting

Delta Private Wealth
a graviton partner

CONFLICT OF INTEREST MANAGEMENT POLICY

Prepared in accordance with the Financial Advisory and Intermediary Services Act, 37 of 2002 and the General Code of Conduct for Authorised Financial Services Providers and Representatives

Dries du Toit Consulting (Pty) Ltd t/a Delta Private Wealth 2016/240073/07 VAT nr: 4200209767
Directors: AB Du Toit; M Duff; J van Dyk; IM Van Rooyen
Company Secretary: MvdS le Roux
Authorised Financial Services Provider: FSP nr: 3868
Tel: 021 914-0571 Cell phone: 082 444 1061 e-mail: inus@ddtc.co.za
Unit RP203, 2nd Floor, Riverside Place, South Gate, Tyger Waterfront, Carl Cronje Drive, Bellville, Cape Town, 7530

POLICY STATEMENT

Any reference to the "organisation" shall be interpreted to include the "policy owner".

The organisation's Governing Body, its employees, volunteers, contractors, suppliers and any other persons acting on behalf of the organisation are required to familiarise themselves with this policy's requirements and undertake to comply with the stated processes and procedures.

This policy has been drafted to give effect to the requirements of Section 3A(2) of the General Code of Conduct for Authorised Financial Services Providers and Representatives (Board Notice 80 of 2003), as amended, under the Financial Advisory and Intermediary Services Act, 37 of 2002 ("FAIS Act"), as well as the principles of Treating Customers Fairly ("TCF").

POLICY ADOPTION

By signing this document, I authorise the organisation's approval and adoption of the processes and procedures outlined herein.

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Policy Owner	Dries du Toit Consulting (Pty) Ltd
Responsible Business Unit	Compliance
Name & Surname	Inus van Rooyen
Capacity	Key Individual
Signature	
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1. DEFINITIONS

1.1 Conflict of Interest

"Conflict of Interest" 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:

- influence the objective performance of his, her or its obligations to that client; or
- prevent a provider or representative from rendering an unbiased and fair financial service to that client, or from acting in the interests of that client,

including but not limited to:

- a financial interest;
- an ownership interest;
- any relationship with a third party.

1.2 Financial Interest

"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 of providers or representatives, on:
  - products and legal matters relating to those products;
  - general financial and industry information;
  - specialised technological systems of a third party necessary for the rendering of a financial service, but excluding travel and accommodation associated with that training;
- a recognised qualifying enterprise development contribution to a qualifying beneficiary by a provider that is a measured entity.

1.3 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 in that calendar year, received by:

- a provider who is a sole proprietor; or
- a representative for that representative's direct benefit; or
- a provider who, for its benefit or that of some or all of its representatives, aggregates the immaterial financial interest paid to its representatives.

1.4 Ownership Interest

"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
- includes any dividend, profit share or similar benefit derived from that equity or ownership interest.

1.5 Third Party

"Third Party" means:

- a product supplier;
- another provider;
- an associate of a product supplier or a provider;

- a distribution channel;
- any person who, in terms of an agreement or arrangement with a person referred to above, provides a financial interest to a provider or its representatives.

1.6 Associate

"Associate" means:

- in relation to a natural person:
  - a person recognised in law or the tenets of religion as the spouse, life partner or civil union partner of that person;
  - a child of that person, including a stepchild, adopted child and a child born out of wedlock;
  - a parent or stepparent of that person;
  - a person in respect of whom that person is recognised in law or appointed by a Court as legally responsible for managing the affairs of, or meeting the daily care needs of, the first-mentioned person;
  - a person who is a spouse, life partner or civil union partner of a person referred to above;
  - a person who is in a commercial partnership with that person;
- in relation to a juristic person:
  - which is a company — 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;
  - which is a close corporation — any member thereof as defined in section 1 of the Close Corporations Act;
  - which is not a company or close corporation — another juristic person which would have been a subsidiary or holding company of the first-mentioned juristic person had it been a company;
  - any person in accordance with whose directions or instructions the board of directors or governing body of such juristic person is accustomed to act;
- in relation to any person:
  - any juristic person of which the governing body is accustomed to act in accordance with the directions or instructions of the person first-mentioned in this paragraph;
  - includes any trust controlled or administered by that person.

1.7 Distribution Channel

"Distribution Channel" means:

- any arrangement between a product supplier or any of its associates and one or more providers or any of their associates, in terms of which arrangement any support or service is provided to the provider or providers in rendering a financial service to a client;
- any arrangement between two or more providers or any of their associates, which arrangement facilitates, supports or enhances a relationship between the provider or providers and a product supplier;
- any arrangement between two or more product suppliers or any of their associates, which arrangement facilitates, supports or enhances a relationship between a provider or providers and a product supplier.

2. PURPOSE OF A CONFLICT OF INTEREST MANAGEMENT POLICY

In terms of Section 3A(2) of the General Code of Conduct, every provider other than a representative must adopt, maintain and implement a conflict of interest management policy that complies with the provisions of the FAIS Act.

In terms of the General Code of Conduct, a provider and a representative must avoid, and where this is not possible, mitigate any conflict of interest between the provider and a client, or a representative of the provider and his, her or its clients.

The FSP and its representatives are committed to acting within the best interests of clients and to avoiding all conflicts of interest in relation to the provision of financial services. Where the FSP is unable to avoid a conflict of interest, it will take all necessary precautions to ensure that any actual or potential conflict of interest is mitigated and adequately disclosed to clients. This commitment is consistent with the TCF principle that clients should receive fair treatment at all times.

The purpose of this Conflict of Interest Management Policy is therefore to:

- establish internal controls and mechanisms towards the identification of conflicts of interest;
- establish measures to avoid conflicts of interest and, where avoidance is not possible, to provide the reasons therefor;
- establish measures to ensure that any unavoidable conflicts of interest are mitigated;
- establish measures to ensure the proper disclosure of any conflicts of interest;
- establish processes, procedures and internal controls to facilitate compliance with this policy;
- promote a culture of ethical conduct and fair treatment of clients in accordance with TCF principles;
- communicate the consequences of non-compliance with this policy.

3. IDENTIFYING A CONFLICT OF INTEREST

3.1 Individual Identification

The primary responsibility for the identification of a conflict of interest rests with the representatives, employees and individual members of the governing body of the FSP.

Throughout the process of rendering a financial service to a client, a representative must apply his or her mind to answering the following questions:

- Is there any situation that exists that influences the objective performance of my obligations to my client?
- Is there any situation that exists that prevents me from rendering an unbiased and fair financial service to my client?
- Is there any situation that exists that prevents me from acting in the best interests of my client?

If the answer to all three questions is "no", then there is no conflict of interest associated with the financial service and the representative may proceed.

If the answer to any one of the three questions is "yes", the representative must proceed to answer the following additional questions:

- Is the situation caused as a result of an actual or potential relationship with a third party? (See definition of "third party".)
- Is the situation caused by an actual or potential financial or ownership interest? (See definitions of "financial interest" and "ownership interest".)

If the answer to any one of these questions is "yes", an actual or potential conflict of interest will have been identified. The representative must immediately report this in writing to the FSP's Compliance Officer and refrain from rendering the financial service until the matter has been resolved.

3.2 Further Guidance on Identifying a Conflict of Interest

The definition of a Conflict of Interest incorporates the following key concepts:

- "Objective performance" — a situation where an individual's personal feelings, opinions or incentives are completely removed from the equation, such that financial services are rendered without any untoward influences.
- "Unbiased and fair financial service" — a financial service that does not lend itself to a particular persuasion for which no reasonable justification can be found; a service where the same conclusion or outcome will consistently present itself given the same set of circumstances.

Subject to section 3A(1)(c) of the General Code of Conduct, the FSP and its representatives may only receive or offer the following financial interests from or to a third party:

- commission authorised under the Long-term Insurance Act, Short-term Insurance Act or the Medical Schemes Act;
- fees authorised under the Long-term Insurance Act, the Short-term Insurance Act or the Medical Schemes Act;
- 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 to be provided 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 (subject to any other law);
- a financial interest, not referred to above, for which a consideration, fair value or remuneration reasonably commensurate to the value of the financial interest is paid by the FSP or representative at the time of receipt thereof.

The FSP may NOT offer any financial interest to its representatives:

- that is determined with reference to the quantity of business secured for the FSP without also giving due regard to the delivery of fair outcomes for clients; or
- for giving preference to a specific product supplier where a representative may recommend more than one product supplier to a client; or
- for 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.

NOTE: Where financial interests are offered to representatives other than commission authorised by legislation, the FSP must demonstrate that the determination and entitlement to such financial interests take into account measurable indicators relating to:

- the achievement of minimum service level standards in respect of clients;
- the delivery of fair outcomes for clients;
- the quality of the representative's compliance with the FAIS Act;

and that sufficient weight is attached to such indicators to materially mitigate the risk of the representative giving preference to the quantity of business secured over the fair treatment of clients.

3.3 Gifts and Hospitality

All gifts, hospitality and other benefits received from third parties must be assessed against the definition of "financial interest" and the immaterial financial interest threshold of R1 000 per calendar year from the same third party.

The following rules apply to gifts and hospitality:

- No representative or employee may solicit any gift, hospitality or benefit from a third party.
- All gifts, hospitality and other benefits received from a third party with an estimated value of R500 or more must be recorded in the FSP's Gift Register maintained in the Compliance Manual.

- Where the aggregate value of gifts, hospitality and benefits received from the same third party in a calendar year exceeds R1 000, the excess constitutes a material financial interest and must be disclosed to clients and to the Compliance Officer.
- Representatives and employees may not accept cash gifts or cash equivalents (e.g. gift cards) from any third party.
- Any gift, hospitality or benefit that may influence objective decision-making must be declined, regardless of its value.

3.4 Internal Controls to Identify Conflicts of Interest

The FSP has implemented the following internal controls to identify actual or potential conflicts of interest:

- The governing body of the FSP conducts annual reviews on all contracts held with third parties to assess whether any contractual relationship influences the FSP's objective performance, ability to render fair and unbiased financial services, or ability to act in the best interests of clients.
- The governing body of the FSP conducts annual reviews on all relationships where an ownership interest exists between the FSP and a third party, to assess whether such relationship in any way influences the FSP's ability to act objectively and in clients' best interests.
- Conflict of Interest declarations are signed by all relevant personnel on a quarterly basis to assist the FSP and appointed Compliance Officer in identifying actual or potential conflicts of interest.
- A list of the FSP's associates is attached as Annexure A hereto. The list is reviewed on an annual basis.
- A list of all third parties in which the FSP holds an ownership interest is attached as Annexure B hereto. The list is reviewed on an annual basis.
- A list of all third parties that hold an ownership interest in the FSP is attached as Annexure C hereto. The list is reviewed on an annual basis.
- The FSP maintains a Gift Register. All gifts, hospitality or benefits received from a third party with an estimated value of R500 or more must be recorded in the Gift Register.
- All relevant personnel (Key Individuals and Representatives) are required to immediately disclose in writing to the governing body and the FSP's Compliance Officer any actual or potential conflict of interest as soon as they become aware of such a situation.

4. AVOIDING AND MITIGATING A CONFLICT OF INTEREST

Once an actual or potential conflict of interest has been identified, the following procedures will be followed to determine whether the conflict of interest is avoidable:

- The governing body of the FSP will convene and evaluate the actual or potential conflict of interest in an open and honest manner.
- All information that has led to or caused the actual or potential conflict of interest will be disclosed to the FSP's governing body and the FSP's Compliance Officer.
- The governing body of the FSP will apply its mind and determine by way of majority vote whether the FSP is in a position to avoid the actual or potential conflict of interest.
- During the evaluation process, the governing body of the FSP will consider the following possible outcomes prior to a finding in favour of unavoidability:
  - the possible negative impact on clients where the actual or potential conflict of interest is deemed to be unavoidable;
  - the possible negative impact on the integrity of the financial services industry where the actual or potential conflict of interest is deemed to be unavoidable.

Where the governing body has determined that the actual or potential conflict of interest is avoidable, the following processes will be followed:

- The governing body will remove the underlying cause or situation that results in the actual or potential conflict of interest as soon as reasonably possible.
- Any immediate negative impact or prejudice towards clients pending removal of the conflict of interest will be kept to a minimum.
- The reasons why the actual or potential conflict of interest was determined to be avoidable will be recorded in the Compliance Manual.
- Similar circumstances that led to the actual or potential conflict of interest will be avoided in the future.

Where the governing body has determined that the actual or potential conflict of interest is unavoidable, the following processes will be followed:

- The governing body and the FSP's Compliance Officer will convene and determine the measures to be implemented to mitigate the actual or potential conflict of interest as far as reasonably possible.
- The reasons why the actual or potential conflict of interest was considered to be unavoidable will be recorded in the Compliance Manual.

Mitigation measures may include, but are not limited to, the following arrangements:

- The status of whether the actual or potential conflict of interest is still deemed to be unavoidable shall be reassessed on a continuous basis.
- Where a previously unavoidable conflict of interest becomes avoidable, it shall immediately be avoided.
- All representatives will be notified of any actual or potential conflicts of interest as well as the reasons for unavoidability.
- When rendering a financial service, a representative shall disclose to the client in writing that an actual or potential conflict of interest exists.
- Where appropriate, information barriers ("Chinese walls") shall be implemented to prevent the flow of information that may give rise to or exacerbate a conflict of interest between different parts of the FSP's business.
- The FSP and/or the FSP's Compliance Officer shall report on the status of the actual or potential conflict of interest in the compliance report submitted to the FSCA.

5. DISCLOSURE OF CONFLICTS OF INTEREST

It is acknowledged that while disclosure alone will often not be sufficient, disclosure must be treated as an integral part of managing conflicts of interest. The FSP is committed to ensuring that clients are fully informed about actual or potential conflicts of interest in relation to the provision of financial services.

The FSP has adopted the following disclosure measures:

- The FSP shall disclose to a client any conflict of interest in respect of that client.
- The disclosure shall be made in writing at the earliest reasonable opportunity and may be communicated by way of appropriate electronic media.
- The disclosure shall include the nature of any relationship or arrangement with a third party that gives rise to a conflict of interest.
- The disclosure shall be made in sufficient detail to enable the client to understand the exact nature of the relationship or arrangement and the conflict of interest.
- The disclosure shall include the measures taken to avoid or mitigate the conflict of interest.
- The disclosure shall include any ownership interest or financial interest, other than an immaterial financial interest, that the FSP or representative may be or become eligible for.
- The disclosure shall include a reference to this Conflict of Interest Management Policy and how it may be accessed.

- Disclosure shall be made to clients on a transaction-by-transaction basis where an actual or potential conflict of interest has been identified in relation to that transaction.
- The FSP shall make this policy available for public inspection on its website and at its principal place of business during reasonable business hours, in compliance with Section 3A(2)(a) of the General Code of Conduct.

6. COMPLIANCE MEASURES

The measures implemented towards ensuring the FSP's continued compliance with this policy rest with the governing body of the FSP. The FSP's appointed Compliance Officer will monitor the FSP's continued compliance with this policy on an ongoing basis.

The FSP has adopted the following internal controls and processes:

- The governing body shall ensure that this policy is kept in the FSP's Compliance Manual.
- The governing body shall ensure that all relevant personnel read and understand this policy and their duties in respect thereof.
- The governing body shall ensure that all personnel, and where appropriate associates, are made aware of the contents of this policy and shall provide personnel with training and educational material where deemed appropriate. Training shall be provided at least annually and whenever a material change is made to this policy.
- The governing body shall ensure that all Conflict of Interest declarations are signed by relevant personnel on a quarterly (3-monthly) basis.
- Where an employee or representative has any concerns about whether an actual or potential conflict of interest might arise in a particular situation, the employee or representative shall refer his or her concern to the FSP's Compliance Officer before proceeding.
- The governing body shall ensure that a list of all the FSP's associates is annexed to this policy and that the list is reviewed annually.
- The governing body shall ensure that a list of all parties in which the FSP holds an ownership interest is annexed to this policy and that the list is reviewed annually.
- The governing body shall ensure that a list of all third parties that hold an ownership interest in the FSP is annexed to this policy and that the list is reviewed annually.
- The governing body shall maintain a Gift Register and shall ensure that all gifts received from a third party with an estimated value of R500 or more are recorded in the Gift Register.
- The governing body shall ensure that proper disclosures are made to clients regarding actual or potential conflicts of interest.
- This policy shall be regularly reviewed by the appointed Compliance Officer and updated where necessary to ensure that it remains effective and compliant with applicable legislation.
- The governing body shall publish this policy in appropriate media and ensure that it is easily accessible for public inspection at all reasonable times.
- The governing body shall ensure that this policy is reviewed on at least an annual basis.

7. RECORD KEEPING

The FSP shall maintain adequate records to demonstrate compliance with this policy and the FAIS Act. Such records shall include, but are not limited to:

- All Conflict of Interest declarations signed by Key Individuals and Representatives, retained for a minimum of five (5) years from the date of signing.
- The Gift Register, including all entries relating to gifts, hospitality and benefits received, retained for a minimum of five (5) years.
- Records of all disclosures made to clients regarding actual or potential conflicts of interest, retained for a minimum of five (5) years.

- Minutes of governing body meetings at which actual or potential conflicts of interest were considered, together with the reasons for findings of avoidability or unavoidability, retained for a minimum of five (5) years.
- All versions of this policy, including the date of adoption and each subsequent review, retained for a minimum of five (5) years after the relevant version is superseded.

Record keeping obligations are consistent with section 18 of the FAIS Act and the General Code of Conduct.

8. CONSEQUENCES OF NON-COMPLIANCE

Where there is reason to believe that an employee or representative has failed to disclose an actual or potential conflict of interest via the proper communication channels, the FSP will proceed to investigate and take appropriate steps to limit any financial prejudice that may be suffered by the FSP, its clients or any other third party.

Where an investigation concludes that an employee or representative has indeed failed to disclose an actual or potential conflict of interest, the FSP shall immediately take appropriate disciplinary steps and corrective actions. Any failure to comply with this policy will be considered a serious form of misconduct and constitutes a dismissible offence.

In addition to internal disciplinary action, non-compliance may:

- be reported to the Financial Sector Conduct Authority ("FSCA") if required by law or if the FSCA so directs;
- result in the suspension or withdrawal of the FSP's or representative's authorisation under the FAIS Act;
- expose the FSP or the individual concerned to civil and/or criminal liability;
- result in client claims for compensation where clients have suffered loss as a result of a conflict of interest that was not properly managed or disclosed.

The governing body shall ensure that all employees and representatives are aware of these consequences as part of their induction and ongoing training programmes.

9. REVIEW AND AMENDMENT

This policy shall be reviewed at least annually by the appointed Compliance Officer and, where necessary, by the governing body of the FSP. An earlier review shall be triggered by any of the following:

- material changes to the FAIS Act or the General Code of Conduct;
- regulatory guidance or directives issued by the FSCA that affect conflict of interest management;
- material changes to the FSP's business model, ownership structure or product range;
- the occurrence of a significant conflict of interest incident within the FSP.

Any amendments to this policy shall be approved by the governing body and communicated to all relevant personnel within a reasonable time. The amended policy shall be made available for public inspection in accordance with Section 5 above.

10. ANNEXURE A: LIST OF ASSOCIATES

In terms of Section 3A(2)(b)(iii) of the General Code of Conduct, a Conflict of Interest Management Policy must include a list of all the FSP's associates.

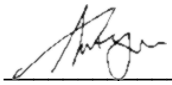
Name of Associate	Registration Number	Nature of Associate Relationship
IMHM Investments Proprietary Limited	2003/723468/07	Holding company of the FSP (51% shareholder)

Key Individual Signature:  Date: 2026/07/01

11. ANNEXURE B: OWNERSHIP INTERESTS HELD BY THE FSP

In terms of Section 3A(2)(b)(v) of the General Code of Conduct, a Conflict of Interest Management Policy must include the names of any third parties in which the provider holds an ownership interest.

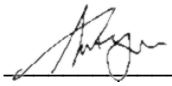
Name of Third Party	Nature of Ownership Interest	Extent of Ownership Interest
N/A	N/A	N/A

Key Individual Signature:  Date: 2026/07/01

12. ANNEXURE C: OWNERSHIP INTEREST HELD IN THE FSP

In terms of Section 3A(2)(b)(vii) of the General Code of Conduct, a Conflict of Interest Management Policy must include the names of any third parties that hold an ownership interest in the provider.

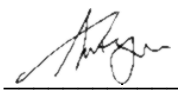
Name of Third Party	Registration Number	Number of Shares / Extent of Interest
IMHM Investments Proprietary Limited	2003/723468/07	51 shares
Sanlam Investment Holdings Proprietary Limited	1998/022648/07	49 shares

Key Individual Signature:  Date: 2026/07/01

13. ANNEXURE D: TYPE OF FINANCIAL INTEREST & ENTITLEMENT THERETO

In terms of Section 3A(2)(b)(ii) of the General Code of Conduct, a Conflict of Interest Management Policy must specify the type of financial interest that the provider will offer a Representative and the basis on which a Representative will be entitled to such financial interest. The policy must also include a motivation regarding how the financial interest complies with sections 3A(1)(b) and 3A(1)(bA).

Form of Financial Interest [Section 3A(1)(a)(i)–(vii)]	Basis for Entitlement to Financial Interest	Compliance with Sections 3A(1)(b) and 3A(1)(bA)
Commission authorised under the Long-term Insurance Act, 1998 (Act No. 52 of 1998) or the Short-term Insurance Act, 1998 (Act No. 53 of 1998).	Advice and service rendered	Complies with the applicable regulations and TCF outcomes; not determined solely by business volumes.
Fees authorised under the Long-term Insurance Act, 1998 (Act No. 52 of 1998)	Advice and service rendered	Complies with the applicable regulations and TCF outcomes; not determined solely by business volumes.
Fees for the rendering of a financial service where commission is not payable, subject to written client agreement and the client's right to stop payment at any time.	N/A – not currently applicable	N/A
Fees or remuneration for the rendering of a service to a third party.	N/A – not currently applicable	N/A
Subject to any other law, an immaterial financial interest (not exceeding R1 000 per calendar year from the same third party).	N/A – not currently applicable	N/A
A financial interest, not referred to above, for which fair value or remuneration reasonably commensurate to the value of the financial interest is paid at the time of receipt.	N/A – not currently applicable	N/A

Key Individual Signature:  Date: 2026/07/01

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Document 1 of 4

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Audit Trail

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2026-07-01 09:47:18 SAST	inus@ddtc.co.za (Inus) completed signing document	102.66.149.245
2026-07-01 09:46:40 SAST	inus@ddtc.co.za (Inus) accepted QuicklySign Terms and Conditions	102.66.149.245
2026-07-01 09:46:29 SAST	inus@ddtc.co.za (Inus) opened document	102.66.149.245
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Signers

Inus

Email: inus@ddtc.co.za

Role: signer-1

Mobile Number: +27824441061

User Identification: email_mobile



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Supporting documentation

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