



Carrick.

ATHENA



**Carrick Athena
PAIA Manual**

TABLE OF CONTENTS

1. Preamble	3
2. Policy Statement.....	3
3. About Carrick Wealth.....	3
4. Information Officer	3
5. Definitions	4
6. Purpose of the Manual.....	4
7. Categories of Records Held	4
8. Records Automatically Available	4
9. Request Procedure.....	5
10. Duties of the Information Officer	5
11. Grounds For Refusal	6
12. Fees	7
13. Processing Personal Information.....	7
14. Operator Agreements	7
15. Third-Party Disclosures	7
16. Review and Maintenance	8
17. Information Regulators Guide.....	8
18. Availability of this Manual	8
19. Annextures (Reference Only).....	8
20. Version Control	8
Annexure A – Glossary of Definitions.....	9
Annexure B – Section 10 PAIA Guide	10
Annexure C - Prescribed Fees	11
Annexure D – Operator Agreement.....	12
Annexure E – Data Subject Consent Register	14
Annexure F – Data Protection Statement.....	15
Annexure G – Availability of Records	18
Annexure H-Formal Approval	20
Annexure I- Additional Forms	21

1. PREAMBLE

This Promotion of Access to Information (PAIA) Manual has been prepared for Carrick Athena (CA). in compliance with Section 51 of the Promotion of Access to Information Act 2 of 2000 (PAIA).

It incorporates the requirements of the Protection of Personal Information Act 4 of 2013 (POPIA) and the PAIA Regulations 2021. The Manual sets out how CA enables access to records while safeguarding personal and confidential information.

The Manual also demonstrates CA's commitment to ethical governance, transparency, and the constitutional right to privacy and access to information.

2. POLICY STATEMENT

CA conducts its business in a manner that is transparent, accountable, and consistent with the objectives of PAIA and POPIA. Carrick recognizes that the right of access to information enables citizens to exercise and protect their rights and is a pillar of constitutional democracy.

While Carrick is committed to making information reasonably available to those entitled to it, it is equally obliged to protect personal and commercially sensitive information entrusted to it. All directors, officers, employees, contractors, and representatives of CA are bound by this Manual and must comply with its provisions and procedures.

3. About Carrick Wealth

CA (Registration Number 2016/199554/07) is a juristic representative under Carrick Wealth's (CW) license. CW is an authorized Financial Services Provider (FSP 45621) under the Financial Advisory and Intermediary Services Act, 37 of 2002 (FAIS).

CA provides financial planning, investment advice, and wealth management services to clients across South Africa and internationally. Carrick Athena operates from its head office in Cape Town, South Africa with the below contact details:

Details	Information
Name of Private Body:	Carrick Athena (Pty) Ltd
Information Officer:	Rashay Makan
Email:	rashay.makan@carrickfs.com
Telephone:	+27 21 201 1000
Street Address:	Carrick House, The Forum, North Bank Lane, Century City, Cape Town, 7441
Website:	www.carrick-wealth.com

4. Information Officer

The Information Officer acts as the central contact for requests made under PAIA and for the exercise of data-subject rights under POPIA. Deputy Information Officers may be appointed in writing to assist in carrying out these duties. Their responsibilities include publishing and maintaining this Manual, ensuring procedural compliance, and coordinating responses to access requests.

5. Definitions

The definitions contained in Annexure A apply to this Manual and to all policies and processes relating to information governance within Carrick Wealth. They include but are not limited to: “data subject”, “responsible party”, “operator”, “processing”, “record”, and “personal information”, as defined in PAIA and POPIA.

6. Purpose of the Manual

The primary purpose of this Manual is:

- To provide guidance to the public on how to request access to records held by CA
- To outline the types of records available and the grounds upon which requests may be refused.
- To describe the process for submitting requests and the fees payable.
- To integrate CA’s data-protection commitments under POPIA and demonstrate responsible information management.

7. Categories of the Records Held

CA maintains a wide range of records. These records are necessary for the effective management of the business, compliance with legislation, and the fulfilment of obligations towards clients, employees, regulators, and other stakeholders. The categories of records include but are not limited to the following:

- **Public Affairs:** These include company profiles, media releases, public newsletters, and other information intended for public consumption.
- **Regulatory and Administrative Records:** Records relating to compliance obligations, policies such as Conflict of Interest and Complaints Management, Financial Intelligence Centre Act policies, board minutes, and company registration documents.
- **Human Resources Records:** Employment contracts, payroll records, training files, disciplinary documentation, employment equity plans, performance appraisals, and staff correspondence.
- **Financial Records:** Audited financial statements, tax records, management accounts, ledgers, vouchers, banking details, and statutory financial submissions.
- **Marketing Records:** Product brochures, marketing campaigns, promotional material, and client communication strategies.
- **Client Records:** Application forms, mandates, onboarding information, transactional records, correspondence, and complaints.
- **Third-Party Records:** Agreements with suppliers, operators, service providers, and contractual documentation with external parties.

8. Records Automatically Available

Certain information is available without a formal PAIA request:

- Carrick Athena's registration certificate.
- This PAIA Manual and the Group Privacy Notice.
- Policies and statements published on <https://www.carrick-athena.com>
- Promotional and educational materials released to the public.

9. Request Procedure

- A requester must complete the prescribed [Form 2](#) and submit it to the Information Officer, together with proof of identity.
- If acting on behalf of another person, written authority must be provided.
- Requests must be specific and indicate the right the requester seeks to exercise or protect.
- A request fee may apply for non-personal requests (Annexure C.1)
- CA will acknowledge receipt and respond within 30 calendar days, subject to extension where necessary.

Where access is refused, written reasons and appeal rights will be communicated ([Form 3](#)).

10. Duties of the Information Officer

The Information Officer is responsible for ensuring compliance with both the Promotion of Access to Information Act (PAIA) and the Protection of Personal Information Act (POPIA). Their duties include, but are not limited to:

- Publishing and properly communicating this Manual, thereby creating policy awareness across the Group.
- Facilitating and coordinating any requests for access to records in terms of PAIA.
- Providing adequate notice and feedback to requesters.
- Determining whether to grant a request for access to a complete record or only part of a record.
- Ensuring that access to a record, where granted, is provided timeously and in the correct format.
- Reviewing this Manual on an annual basis for accuracy and completeness and communicating any amendments to staff and stakeholders.

Right of Access

The Information Officer may only provide access to any record held by the organization to a requester if:

- The record is required for the exercise or protection of any right;
- The requester complies with the procedural requirements relating to a request for access; and
- Access to the record is not refused in terms of any of the grounds for refusal set out in PAIA.

Where a request is received, the Information Officer will acknowledge receipt and, where applicable, advise the requester of any fees payable. Personal requesters will not be charged a request fee.

The Information Officer must notify the requester of:

- The amount of any deposit payable (if applicable).
- The right to lodge a complaint with the Information Regulator or apply to court against the request fee or deposit.
- The procedures and timelines for exercising these rights.

If access is granted, the notice must state the access fee payable (if any), the form in which access will be given, and the right to challenge either the fee or the format of access.

If access is refused, the notice must state adequate reasons for refusal, citing the relevant provisions of PAIA, while excluding sensitive details that would reveal the record itself. The notice must also advise the requester of their right to lodge a complaint with the Regulator or apply to court.

Where all reasonable steps have been taken to find a requested record but the record cannot be located or is believed not to exist, the Information Officer must notify the requester by way of affidavit or affirmation, setting out the steps taken in the search.

11. Grounds for Refusal

Carrick may refuse access to a record under PAIA where one or more of the following mandatory or discretionary grounds apply:

A. Protection of Privacy of a Third Party

- Disclosure would involve the unreasonable disclosure of personal information about a natural person (including a deceased person).
- No grounds for refusal exist where the individual has consented in writing, where the information is publicly available, or where disclosure is necessary in the public interest (e.g., to protect health or safety).

B. Protection of Commercial Information of a Third Party

- Records contain trade secrets, financial, commercial, scientific, or technical information, the disclosure of which would cause harm to the third party's interests.
- Records supplied in confidence, where disclosure could prejudice negotiations or competition.
- However, disclosure will be permitted where it would reveal evidence of a substantial contravention of law or imminent public risk, and the public interest clearly outweighs potential harm.

C. Confidential Information of a Third Party

- Records whose disclosure would constitute a breach of a duty of confidence owed under contract or law.

D. Protection of Safety and Property

- Records, if disclosed, could endanger life, physical safety, or prejudice security of systems, buildings, transport, or procedures.

E. Records Privileged in Legal Proceedings

- Records protected by legal privilege, unless such privilege has been waived.

F. Commercial Information of Carrick

- Records containing Carrick's own trade secrets or commercially sensitive information, including computer programs.
- Disclosure may be allowed if the information reveals evidence of a serious public safety or environmental risk.

G. Research Information

- Information about research conducted by Carrick or a third party, where disclosure could expose the research researchers, or subject matter to serious disadvantage.

12. Fees

In accordance with the PAIA Regulations, certain fees are payable for processing requests for access to records. A requester may be required to pay a request fee, particularly when requesting records not pertaining to their own personal information. In addition, access fees may apply to cover the cost of reproducing records, searches, and preparation of documents. Where the search is expected to exceed six hours, Carrick may require a deposit equivalent to one-third of the access fee. The full schedule of fees is contained in Annexure C.1 of this Manual.

13. Processing Personal Information

CA processes personal information in accordance with POPIA and its Amended Regulations. Personal information is only collected and processed for specific, lawful purposes, including the performance of contracts, compliance with legal obligations, obtaining consent, and where necessary to pursue CA's legitimate interests. Data subjects have rights under POPIA, including the right to access, correct, or delete their information, object to processing, and withdraw consent.

CA also maintains strict retention schedules: client information is retained for a minimum of five years after the termination of the relationship; marketing consent records are retained until withdrawn or expired; and internal records are held in line with statutory requirements. Direct marketing is conducted only on the basis of explicit, recorded consent. Cross-border data transfers are permitted only in line with Section 72 of POPIA, ensuring adequate protection in receiving jurisdictions. Full details of Carrick Group's Data Protection Statement are provided in Annexure F: Data Protection Statement, and consent records are automatically captured and maintained via Mailchimp, which is managed by Marketing. Where system downtime or integration issues occur, CA will utilize Annexure E: Data Subject Consent Register as a temporary manual record, and these entries will be automatically or manually synchronized back to Mailchimp once functionality is restored.

14. Operator's Agreements

Operators who process information on CA's behalf are bound by formal agreements (see Annexure D) requiring them to:

- Process data only on Carrick's instruction.
- Implement adequate security measures.
- Notify Carrick of any security breach within 24 hours.
- Return or securely destroy data after contract termination.

15. Third-Party Disclosures

CA may disclose information to regulators, law-enforcement agencies, product providers, and auditors as required by law or contract, ensuring such disclosures are limited to what is strictly necessary and protected by confidentiality obligations.

16. Review and Maintenance

This manual is reviewed annually by the Information Officer (listed above)

- Revisions are communicated to stakeholders and made available on the Company's website.
- A record of all versions is maintained internally for audit and regulatory purposes.

17. Information Regulator's guide

In terms of Section 10 of PAIA, the Information Regulator has compiled a Guide to assist persons wishing to exercise their rights to access information. Details and contact information are provided in Annexure B.

18. Availability of this Manual

This Manual is available for inspection free of charge at Carrick Wealth's offices and on its official website and printed copies may be requested from the Information Officer at the applicable fee prescribed in Annexure C.1.

19. Annexures (Reference Only)

The following annexures form part of this Manual and provide the detailed supporting documentation, registers, and forms required to implement the policies and procedures described herein:

- Annexure A – Glossary of Definitions
- Annexure B – Section 10 PAIA Guide
- Annexure C.1 – Prescribed Fees
- Annexure D – Operator Agreement
- Annexure E – Data Subject Consent Register
- Annexure F – Data Protection Statement
- Annexure G – Availability of Records
- Annexure H-Formal Approval

20. Version Control

Version	Date of Issue	Approved By	Revision Description
1.0	April 2024	Rashay Makan- Information Officer	Initial PAIA Manual prepared for Carrick Wealth in line with PAIA and POPIA (foundational issue).
2.0	December 2024	Rashay Makan- Information Officer	High-level structural overview and compliance mapping (overview consolidation).
3.0	September 2025	Rashay Makan- Information Officer	Comprehensive revision incorporating full PAIA-POPIA integration, updated regulatory references, and Annexure expansion.

Annexure A – Glossary of Definitions

For the purposes of this Manual and its associated frameworks, the following definitions shall apply. Unless otherwise specified, terms bear the same meaning as ascribed in the Promotion of Access to Information Act 2 of 2000 (PAIA) and the Protection of Personal Information Act 4 of 2013 (POPIA).

Glossary of Definitions

For the purposes of this Privacy Notice, the following definitions apply:

“**Carrick**” refers to Carrick Athena (CA), Registration Number 2016/199554/07

“**Carrick Group**” refers to Carrick Financial Services (CFS) and its subsidiaries.

“**consent**” means any voluntary, specific, and informed expression of will by which a data subject agrees to the processing of personal information.

“**cross-border transfer**” means the transfer of personal information to a third party in a foreign country.

“**data subject**” means the person to whom personal information relates.

“**direct marketing**” means any approach to a data subject, by mail or electronic communication, for the purpose of promoting or offering products or services.

“**electronic communication**” includes any text, voice, sound, or image message sent over an electronic communications network.

“**Information Officer**” refers to the head of a private body or any person duly authorized by the responsible party to act as such, and who is responsible for compliance with POPIA.

“**operator**” means a person or entity who processes personal information for or on behalf of a responsible party in terms of a contract or mandate.

“**personal information**” means any information relating to an identifiable, living natural person or, where applicable, an existing juristic person, including but not limited to:

- Identity data (full name, ID/passport number)
- Contact data (email, address, telephone)
- Demographic data (gender, age, language)
- Financial data (banking details, policy numbers)
- Employment and business data
- Opinions, correspondence, and consent history

“**POPIA**” means the Protection of Personal Information Act No. 4 of 2013, including any amendments and its regulations.

“**processing**” means any operation or activity concerning personal information, including collection, recording, storage, updating, use, sharing, and destruction.

“**responsible party**” means a public or private body that determines the purpose and means for processing personal information.

“**special personal information**” includes religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health, sex life, biometric information, and criminal records.

“**third party**” means any person or entity other than the data subject, responsible party, or operator.

“**user**” means any individual or entity that accesses Carrick services, including its websites and online platforms.

“**website**” means the Carrick Group websites, including all subsites and related digital properties.

Annexure B – Section 10 PAIA Guide

The Regulator has, in terms of section 10(1) of PAIA, as amended, updated and made available the revised Guide on how to use PAIA (“Guide”), in an easily comprehensible form and manner, as may reasonably be required by a person who wishes to exercise any right contemplated in PAIA and POPIA.

The Guide is available in each of the official languages and in braille.

The aforesaid Guide contains the description of-

- the objects of PAIA and POPIA.
- the postal and street address, phone and fax number and, if available, electronic mail address of the Information Officer of every public body and designated in terms of section 17(1) of PAIA and section 56 of POPIA.
- the manner and form of a request for-
 - access to a record of a public body contemplated in section 11.
 - and access to a record of a private body contemplated in section 50.
- the assistance available from the IO of a public body in terms of PAIA and POPIA.
- the assistance available from the Regulator in terms of PAIA and POPIA.
- all remedies in law available regarding an act or failure to act in respect of a right or duty conferred or imposed by PAIA and POPIA, including the manner of lodging-
 - an internal appeal
 - complaint to the Regulator; and an application with a court against a decision by the information officer of a public body, a decision on internal appeal or a decision by the Regulator or a decision of the head of a private body
 - the provisions of sections 14 and 51 requiring a public body and private body, respectively, to compile a manual, and how to obtain access to a manual
 - the provisions of sections 15 and 52 providing for the voluntary disclosure of categories of records by a public body and private body, respectively
 - the notices issued in terms of sections 22 and 54 regarding fees to be paid in relation to requests for access; and - the regulations made in terms of section 92

Members of the public can inspect or make copies of the Guide from the offices of the public and private bodies, including the office of the Regulator, during normal working hours.

The Guide can also be obtained-

- upon request to the Information Officer.
- from the website of the Regulator (info regulator.org.za).

PAIA grants a requester access to records of a private body, if the record is required for the exercise or protection of any rights.

Where a public body lodges a request, the public body must be acting in the public interest.

Requests in terms of PAIA shall be made in accordance with the prescribed procedures at the rates provided.

Annexure C.1- Prescribed Fees

1. The fee for a copy of the manual as contemplated in regulation 9(2)(c) is R1,10 for every photocopy of an A4-size page or part thereof.
- 2.1. The fees for reproduction referred to in regulation 11(1) are as follows:
 - 3.1. For every photocopy of an A4-sized page or part thereof: R1,10
 - 4.1. For every printed copy of an A4-sized page or part thereof held on a computer or in electronic or machine-readable form: R0,75
 - 5.1. For a copy in a computer-readable form on:
 - 6.1. compact disc R70,00
 - 7.1. For visual images:
 - 8.1. a transcription of visual images, for an A4-size page or part thereof 40,00
 - 9.1. For a copy of visual images R60,00
 - 10.1. For an audio record:
 - 11.1. For a transcription of an audio record, for an A4-size page or part thereof R20,00
 - 12.1. For a copy on an audio record R30,00
 - 13.1. The request fee payable by a requester, other than a personal requester, referred to in regulation 11(2) is R250,00.
 - 14.1. The access fees payable by a requester referred to in regulation 11(3) are as follows:
 - 15.1. Fees are:
 - 16.1. For every photocopy of an A4-size page or part thereof R1,10
 - 17.1. For every printed copy of an A4-size page or part thereof held on a computer or in electronic or machine-readable form R0,75
 - 18.1. For a copy in a computer-readable form on:
 - 19.1. compact disc R70,00
 - 20.1. For a transcription of visual images:
 - 21.1. for an A4-sized page or part thereof R40,00
 - 22.1. For a copy of visual images R60,00
 - 23.1. For a transcription of an audio record:
 - 24.1. For an A4-size page or part thereof R20,00
 - 25.1. For a copy of an audio record R30,00
 - 26.1. To search for and prepare the record for disclosure, R30,00 for each hour or part of an hour reasonably required for such search and preparation.
 - 27.1. For purposes of section 54(2) of the Act, the following applies:
 - 28.1. Six hours as the hours to be exceeded before a deposit is payable; and
 - 29.1. one third of the access fee is payable as a deposit by the requester.
 - 30.1. The actual postage is payable when a copy of a record must be posted to a requester.
 - 31.1. Deposits
 - 32.1. Where Company receives a request for access to information held on a person other than the requester himself/herself and the Information Officer upon receipt of the request is of the opinion that the preparation of the required record of disclosure will take more than 6 hours, a deposit is payable to the requester. The amount of the deposit is equal to one-third of the amount of the applicable access fee.

Please note: In terms of Regulation 8, Value Added Tax (VAT) must be added to all fees prescribed in terms of the Regulations. Therefore, the fees reflected above are VAT inclusive.

Annexure D – Operator Agreement

This Agreement is entered into by and between:

Carrick Athena (Pty) Ltd, Registration No. 2016/199554/07, a private company incorporated in the Republic of South Africa, with its registered address at Carrick House, The Forum, North Bank Lane, Century City, 7441 (hereinafter referred to as "CA");

and

[Insert Operator Company Name], Registration No. [Insert Number], a company incorporated in the Republic of South Africa with its principal place of business at [Insert Address] (hereinafter referred to as "the Operator").

- **PURPOSE**

This Agreement sets out the terms and conditions upon which the Operator shall process personal information on behalf of CFS and/or its subsidiaries (collectively, the "Group") in accordance with the Protection of Personal Information Act, 2013 ("POPIA").

- **DEFINITIONS**

"Personal Information" means information as defined in POPIA that is processed by the Operator on behalf of CFS or the Group.

"Processing" means any operation or activity concerning personal information, including collection, storage, use, dissemination, modification, or destruction.

- **OPERATOR OBLIGATIONS**

3.1 The Operator shall only process personal information on the documented instructions of CA.

3.2 The Operator shall implement appropriate, reasonable technical and organizational measures to safeguard the personal information against unauthorized access, loss, or disclosure.

3.3 The Operator shall not process or transfer personal information outside of South Africa without the prior written consent of CFS and subject to section 72 of POPIA.

3.4 The Operator shall ensure its personnel are informed of and committed to confidentiality obligations.

3.5 The Operator shall assist CA in complying with obligations relating to data subject rights, security breaches, and impact assessments.

- **SECURITY INCIDENTS**

The Operator must notify CFS immediately (within 24 hours) upon becoming aware of any actual or suspected security breach or data incident involving personal information.

- **SUBCONTRACTING**

The Operator shall not subcontract any processing activities without prior written authorization from CA and must ensure any subcontractor complies with the terms of this Agreement.

- **TERMINATION AND RETURN OF INFORMATION**

Upon termination of the Agreement or on request, the Operator shall either return or securely destroy all personal information, unless retention is required by law.

- **AUDIT RIGHTS**

CA reserves the right to audit the Operator to verify compliance with POPIA and this Agreement.

- **INDEMNITY**

The Operator shall indemnify and hold harmless CA against any loss or damage arising from the Operator's failure to comply with POPIA or this Agreement.

- **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Signed at _____ on _____

Name: [Insert Name]
Designation: [Insert]
For CA

Name: [Insert Name]
Designation: [Insert]
For the Operator

Annexure E – Data Subject Consent Register

Entry No.	Full Name of Data Subject	Date of Consent	Purpose of Consent	Communication Channel	Consent Format (e.g., Written, Recorded)	Link to Consent Record	Withdrawal (Y/N)	Withdrawal Date	Notes
001		2025-06-01	Marketing communications	Email	Written consent (Form 4)	/records/consent_001	N		Initial signup
002		2025-06-03	Investment advisory follow-up	Telephonic	Voice recording	/records/consent_002	Y	2025-06-12	Opted out via phone call
003		2025-06-03	Product updates (Wealth Plan)	WhatsApp	Screenshot of message confirmation	/records/consent_003	N		Monthly newsletter

Instructions:

- All entries must be captured by the Information Officer or assigned Data Protection Officer.
- Each entry must be linked to a digital or physical record of the original consent.
- Withdrawals must be updated promptly and reflect in marketing filters and communication logs.
- This register must be reviewed quarterly.

Annexure F – Data Protection Statement

Effective Date: June 2025

1. Purpose and Scope

This Data Protection Statement ("Statement") outlines the principles, roles, and controls adopted by Carrick Financial Services (Pty) Ltd (CFS) and its subsidiaries, including Carrick Wealth (CA), Carrick Athena (CA), Carrick Consult (CC) for the lawful and responsible processing of personal information.

This Statement applies to all employees, contractors, vendors, and operators who process personal information on behalf of the Carrick Group ("Carrick"). It complements our Group Privacy Notice and aligns with the requirements of the Protection of Personal Information Act, 4 of 2013 ("POPIA") and its Amended Regulations (effective 17 April 2025).

2. Our Commitment to Privacy

Carrick is committed to respecting the privacy of its clients, staff, and stakeholders by ensuring that personal information is collected, used, stored, and deleted in a secure, lawful, and transparent manner. Our data protection activities are guided by the following core principles:

- Lawfulness, fairness, and transparency
- Purpose limitation
- Data minimization
- Accuracy
- Storage limitation
- Integrity and confidentiality
- Accountability

3. Roles and Responsibilities

- **Responsible Parties:** Each Carrick subsidiary that determines the purpose and means of processing personal information is a Responsible Party under POPIA.
- **Operators:** CFS may act as an Operator for Carrick International or other group entities under defined Service Level Agreements (SLAs).
- **Information Officer:** The designated Information Officer oversees POPIA compliance, supported by Deputy Information Officers in each entity.

4. Lawful Basis for Processing

Carrick will process personal information only when one or more of the following lawful bases apply:

- Performance of a contract
- Compliance with legal obligations
- Consent from the data subject
- Legitimate business interests that do not override the rights of the data subject.

5. Direct Marketing

Carrick will only engage in unsolicited direct marketing where explicit, recorded, or written consent has been obtained from the data subject. Opt-out mechanisms are no longer valid forms of consent for unsolicited electronic communications. Consent must be:

- Freely given, specific, informed, and unambiguous
- Recorded in a retrievable and auditable format.
- Requested using a format substantially similar to Form 4 under the POPIA Regulations

Consent may be obtained via:

1. Email, SMS, WhatsApp
2. Telephone or automated calling (recordings retained)

6. Cross-Border Data Processing

Carrick recognizes that Section 72 of POPIA governs the transfer of personal information outside the borders of South Africa. Such transfers will only be allowed if:

1. The recipient is subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection that is substantially similar to POPIA.
2. The data subject consents to the transfer.
3. The transfer is necessary for the performance of a contract between the data subject and the responsible party.
4. The transfer is for the benefit of the data subject, and it is not reasonably practicable to obtain the data subject's consent, and if it were practicable, the data subject would be likely to give it.

In practice, Carrick Financial Services (CFS) may process personal information on behalf of Carrick International (registered in another jurisdiction) under an inter-group SLA. In such cases:

1. CFS acts as an Operator in terms of POPIA.
2. The SLA between CFS and Carrick International ensures that personal information transferred cross-border is handled in accordance with POPIA and data protection laws in the receiving country.
3. All transfers are logged into and subject to internal audit and oversight.

Where commercially appropriate, additional terms relating to cross-border transfers and jurisdiction-specific data handling are included in the Terms and Conditions or specific Client Agreements.

7. Data Subject Rights

Carrick recognizes and upholds the rights of data subjects, including the right to:

1. Access personal information
2. Request corrections or deletion.
3. Object to processing (using Form 1)
4. Withdraw consent at any time.
5. Lodge a complaint with the Information Regulator

8. Data Retention

Carrick retains personal information only for as long as necessary to fulfil legal, regulatory, contractual, or operational purposes. Specific retention periods include:

1. Client data: Minimum 5 years after end of relationship
2. Marketing consent records: Until withdrawn or expired.
3. Internal records: Per statutory retention schedules

Where the purpose no longer exists, data will be de-identified, deleted or destroyed in a secure manner.

9. Security and Safeguards

Carrick maintains physical, technical, and organizational safeguards to protect personal information, including:

1. Access controls and role-based permissions
2. Secure data storage and encryption
3. Breach detection and incident response plans
4. Secure processing agreements with Operators

In the event of a breach, Carrick will notify the Regulator and affected data subjects as required under Section 22 of POPIA.

10. Third-Party Disclosures

Carrick may share personal information with:

1. Product providers, platforms, and insurers
2. Group companies under intra-group agreements.

3. Vendors acting as Operators under POPIA
4. Regulators, law enforcement, and statutory bodies

All third parties are contractually bound to adhere to Carrick's data protection standards.

11. Review and Amendments

This Statement will be reviewed annually and updated in line with legal, technological, and business developments. Material changes will be communicated to relevant stakeholders and published on our websites.

Contact Information

For queries, data access requests, or privacy complaints, contact:

Information Officer

Email: info@carrick-wealth.com

Website: <https://carrick-wealth.com/en-za/>

Annexure G – Availability of Records

This annexure provides a detailed table of the categories of records held by the Carrick Group, their purpose, the data subjects to whom they relate, and whether such records are available automatically, on request, or subject to restrictions under PAIA.

Category	Description of Records	Purpose of Processing / Retention	Data Subjects	Availability
Public Affairs	Company profiles, newsletters, media releases, website content	Provide general information to the public, promote transparency and Carrick's services	General public, clients, regulators	Automatically available
Regulatory & Administrative	Board minutes, MOI, statutory registers, compliance policies (FICA, COI, Complaints)	Meet statutory and regulatory compliance obligations, demonstrate governance and accountability	Regulators, shareholders, directors, officers	On request, subject to PAIA
Human Resources	Employment contracts, payroll, equity plans, performance records, training material, disciplinary records	Administer employment relationships, ensure legal compliance with labour laws, manage staff performance and benefits	Employees, job applicants, contractors	On request, subject to restrictions
Financial	Audited financial statements, management accounts, tax filings, bank records	Maintain financial integrity, statutory tax compliance, and financial reporting	Shareholders, regulators, auditors	On request, subject to confidentiality
Marketing	Product brochures, advertisements, promotional campaigns, sales strategies	Promote Carrick's products and services, client engagement, and acquisition	Clients, potential clients, marketing agencies	Automatically available (brochures) / On request (internal strategies)
Client Records	Application forms, onboarding documents, mandates, correspondence, transactional	Establish and manage client relationships, meet FSP compliance obligations,	Clients, representatives, beneficiaries	On request by client or authorised representative

	records, complaints	resolve disputes and complaints		
Third-Party Records	Supplier agreements, operator contracts, NDAs, rental agreements	Facilitate operations, manage relationships with service providers, ensure compliance with procurement standards	Vendors, suppliers, operators, landlords	On request, subject to confidentiality

Annexure H-Formal Approval

Carrick Athena (Pty) Ltd – Promotion of Access to Information (PAIA) Manual
Version 3.0 – July 2025.

APPROVAL STATEMENT

This Promotion of Access to Information (PAIA) Manual has been reviewed, verified, and formally approved by the authorized officers of Carrick Athena (Pty) Ltd.

It reflects the Company's commitment to the lawful, transparent, and secure management of information in accordance with the Promotion of Access to Information Act 2 of 2000, the Protection of Personal Information Act 4 of 2013, and associated regulations.

The undersigned confirm that:

- The contents of this Manual are accurate and complete as at the date of approval.
- The Manual will be reviewed annually, or sooner if required by legislative or operational changes.
- Any amendments will be recorded in the version control log and approved through Carrick's internal compliance governance process.

For and on behalf of Carrick Athena (Pty) Ltd

Name: Rashay Makan

Designation: Director

Signature:  _____

Date: 06 November 2025

Annexure I- Additional Forms

Form 2



PAIA-Form 2-Reg
7-Request for access

Form 3



PAIA-Form 3-Reg
8-Outcome of request