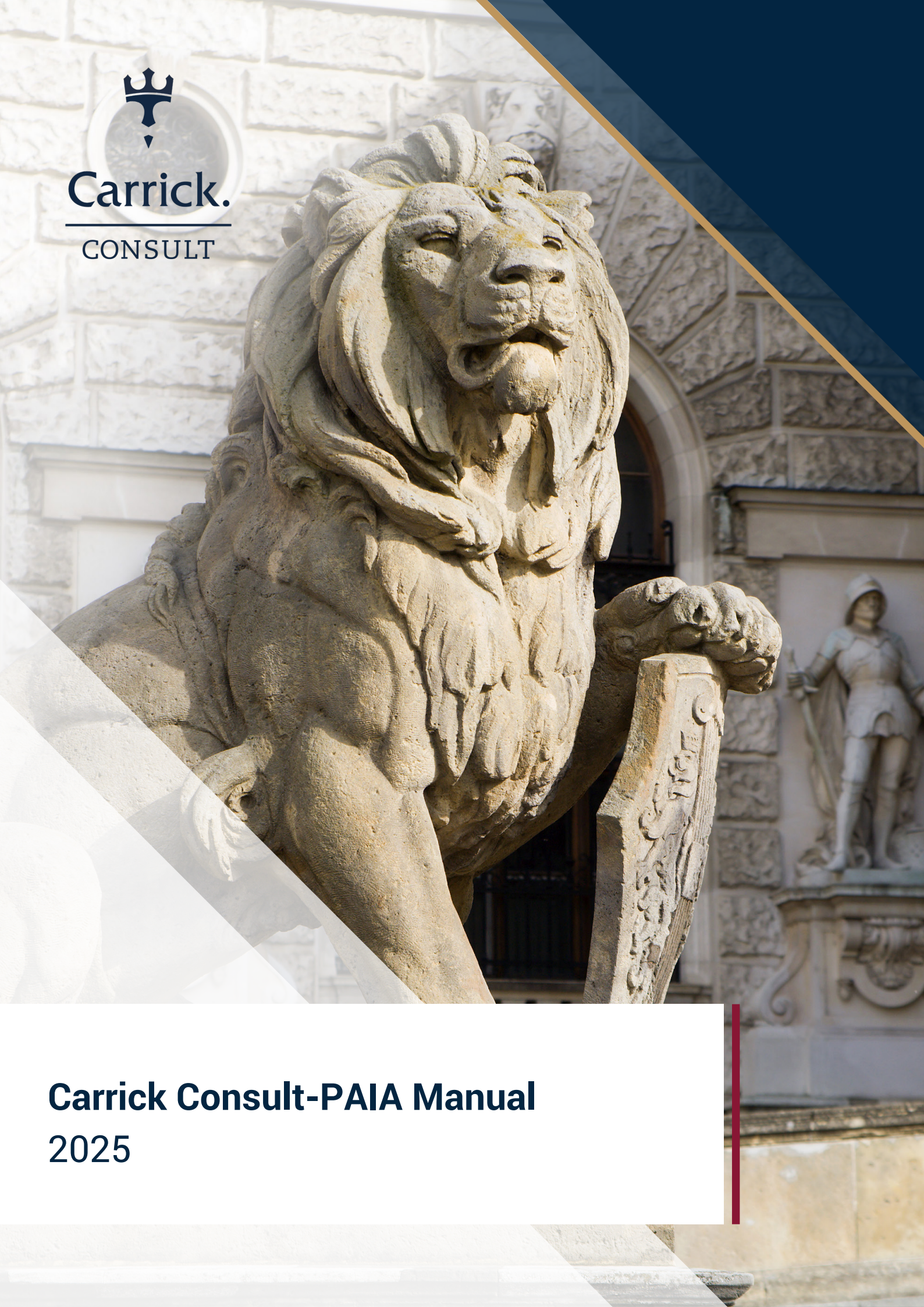

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Carrick Consult-PAIA Manual

2025

PROMOTION OF ACCESS TO INFORMATION (PAIA) MANUAL

Prepared in terms of Section 51 of the Promotion of Access to Information Act 2 of 2000 (as amended) and aligned with the Protection of Personal Information Act 4 of 2013 (POPIA).

1. INTRODUCTION

This PAIA Manual has been prepared for Carrick Consult (CC). The Manual is designed to provide guidance on how Carrick enables access to information in terms of PAIA, integrates the requirements of POPIA, and ensures compliance with the constitutional right of access to information and the protection of personal information. It is a tool for stakeholders, clients, regulators, and the general public to understand their rights and Carrick's obligations under these laws.

2. POLICY STATEMENT

Carrick Group is committed to conducting its business in a manner that is transparent, ethical, and in full compliance with the Promotion of Access to Information Act and the Protection of Personal Information Act. The Group acknowledges that the right of access to information is a fundamental right that underpins democracy and accountability. In fulfilling its obligations, Carrick undertakes to make information reasonably available to those entitled to it, while ensuring that sensitive personal and commercial information is protected in accordance with POPIA. All directors, officers, employees, contractors, and representatives of the Carrick Group are bound by this Manual and are expected to support its objectives and comply with its provisions.

3. DEFINITIONS

For the purposes of this Manual, all definitions as set out in Annexure A (Glossary of Definitions) apply. These include key terms such as 'data subject', 'responsible party', 'operator', 'processing', and 'personal information'. The Glossary ensures consistent interpretation across the Group.

4. INFORMATION OFFICERS

Each entity within the Carrick Group has designated Information Officers responsible for ensuring compliance with PAIA and POPIA. The Information Officer serves as the central point of contact for all PAIA requests and data subject rights under POPIA. The following have been appointed as Information Officers within the Carrick Consult (Annexure H-Formal Approval):

Entity	Information Officer	Email
Carrick Consult (CC)	Leslie Swart	leslie@carrick-consult.com

5. PURPOSE OF THE MANUAL

The primary purpose of this Manual is to facilitate access to records held by Carrick in compliance with the Promotion of Access to Information Act. It seeks to promote transparency, accountability, and

good governance within Carrick by outlining the process for requesters to exercise their right of access to information. In addition, the Manual integrates the requirements of POPIA, ensuring that personal information is processed lawfully, transparently, and securely. The Manual is both a compliance instrument and a commitment to ethical conduct in the handling of information.

6. CATEGORIES OF RECORDS HELD

Carrick Group maintains a wide range of records across its subsidiaries. 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.

7. RECORDS AUTOMATICALLY AVAILABLE

Certain categories of records are available automatically without requiring a formal PAIA request. These include Carrick's company registration documents, publicly distributed brochures, and promotional material, published policies and procedures such as PAIA and POPIA manuals, Carrick's Code of Ethics, and Conflict of Interest (COI) policy. These records may be accessed through Carrick's website or by contacting the relevant Information Officer.

8. REQUEST PROCEDURE

A requester who wishes to access information held by Carrick must follow the prescribed process in terms of PAIA. This includes completing the request form provided in FORM 2(

PAIA-Form 2-Reg 7-Request for access

)

of this Manual, submitting the form to the relevant Information Officer, and providing proof of identity. Where a request is made on behalf of another person, proof of authorisation must also be included. The Information Officer will acknowledge receipt of the request and advise of any request fee payable(

PAIA-Form 3-Reg 8-Outcome of reques

).

Requests must be specific and provide sufficient detail to allow Carrick to identify the record sought. The requester must also state the right they seek to exercise or protect and explain why the requested record is required for the exercise or protection of that right.

9. 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 effectively 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.

10. 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.

11. 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.

12. DECISION PROCESS AND REMEDIES

The Information Officer will consider all requests and provide a decision within 30 calendar days of receipt. Where more time is required due to the complexity or volume of records, an extension of up to a further 30 days may be granted, with written notice to the requester. If access is refused, the reasons for refusal will be communicated, excluding any details that would reveal the content of the record itself. Requesters have the right to lodge a complaint with the Information Regulator or to apply to a court of law to challenge Carrick's decision. Where access is granted, the requester will be informed of the manner in which access will be provided and any access fees payable.

13. PROCESSING PERSONAL INFORMATION

Carrick 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 Carrick'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. Carrick 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 they are 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 maintained in Mailchimp managed by the marketing department. If Mailchimp is offline, we would use as an example in Annexure E: Data Subject Consent Register until Mailchimp is back online.

14. OPERATOR AGREEMENTS

Carrick engages third-party operators, such as service providers, vendors, and platforms, who may process personal information on its behalf. All operators are required to enter into formal Operator Agreements that stipulate their responsibilities under POPIA. These agreements require operators to process data only on Carrick's instructions, to implement appropriate security measures, and to notify Carrick of any actual or suspected data breaches. An Operator Agreement template is provided in Annexure D of this Manual.

15. SECURITY MEASURES

Carrick takes the protection of personal information seriously and employs a range of physical, technical, and organisational safeguards. These include role-based access controls, secure data storage, encryption technologies, breach detection systems, and incident response plans. Hardcopy files are kept in secure facilities with restricted access, while digital data is safeguarded by encryption, firewalls, and regular monitoring. Operators processing data on Carrick's behalf are contractually bound to adhere to equivalent standards of data protection. In the event of a data breach, Carrick will notify the Information Regulator and affected data subjects as required by Section 22 of POPIA.

16. THIRD-PARTY DISCLOSURES

Carrick may disclose personal information to regulators, law enforcement agencies, product providers, insurers, and other third parties where required by law or contractual obligation. Disclosures are limited to the minimum information necessary for the purpose and are always governed by confidentiality obligations. Carrick maintains agreements and safeguards to ensure that third parties respect and protect personal information in accordance with POPIA.

17. REVIEW AND MAINTENANCE

Carrick's Information Officers will annually review this Manual to ensure it remains aligned with evolving legal, regulatory, and operational requirements. Updates will be communicated to relevant stakeholders and published on Carrick's website and at the Group's head office. The Information Officers bear ultimate responsibility for maintaining the accuracy and completeness of this Manual.

18. ANNEXURES

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

Annexure A – Glossary of Definitions

Glossary of Definitions

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

"Carrick" refers to Carrick Consult Pty Ltd, Registration No. 2021/565503/07

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 (inforegulator.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 Financial Services (Pty) Ltd, Registration No. 2014/102460/07, 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 "CFS").

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 CFS.

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 CFS 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 CFS 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**

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

- **INDEMNITY**

The Operator shall indemnify and hold harmless CFS and its subsidiaries 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 CFS

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 (CW), 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 records, complaints	Establish and manage client relationships, meet FSP compliance obligations, resolve disputes and complaints	Clients, representatives, beneficiaries	On request by client or authorised representative
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

This PAIA Manual, prepared in terms of Section 51 of the Promotion of Access to Information Act, 2 of 2000, as amended, and aligned with the Protection of Personal Information Act, 4 of 2013, was reviewed and approved by the Board of Directors and the Information Officers of Carrick Consult.

The undersigned confirm:

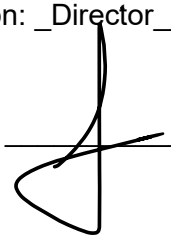
1. That this Manual has been duly considered and adopted as the official PAIA Manual of Carrick Consult (Pty) Ltd.

2. That the responsibilities and procedures outlined in this Manual are binding on all officers, employees, and representatives of the Carrick Group.

3. That the Information Officers have been duly authorized to implement, maintain, and update this Manual annually, and to liaise with the Information Regulator in fulfilling Carrick's statutory obligations.

For and on behalf of Carrick Consult (Pty) Ltd

Name: ___Leslie Swart_____

Designation: _Director_____

Signature: _____