

GUBERNA general membership conditions

The foregoing has been stated beforehand

GUBERNA, Institut des Administrateurs / Instituut voor Bestuurders, is a non-profit association that focuses its scientific activities on multidisciplinary research on corporate governance for companies and organisations. In addition, GUBERNA organises training programmes, seminars, conferences, round tables and publishes or contributes to articles on this theme. GUBERNA also organises training programmes, seminars, conferences, round tables and publishes or participates in articles on this topic, with the goal of informing its members and developing a member network to promote the governance culture.

Following has been agreed between

GUBERNA, Institut des Administrateurs / Instituut voor Bestuurders,, not-for-profit association, with registered office at 1000 Brussels, Koningsstraat 148 and administrative headquarters at 9000 Ghent, Reep 1, registered under VAT number 0457.363.215, and represented here by Mrs Sandra Gobert, Executive Director, and Mrs Liesbeth De Ridder, Secretary General. Hereafter referred to as "GUBERNA".

And

The company or person that registered itself.

Hereinafter referred to as "the member".

Article 1 - Definition of membership GUBERNA

The parties hereby decide to enter into an agreement, in particular the membership whereby the organisation benefits from the advantages described at <http://www.guberna.be> for the membership selected.

To this agreement, the General Terms and Conditions stated here shall apply. GUBERNA reserves the right to amend these Terms and Conditions at any time.

Article 2 - Obligations of the member

Each year, during successive years, the member will pay the amount of the membership (rates may be indexed or modified) to the GUBERNA bank account number BE02 2900 0352 3040. The rates that will be charged are those that can be found on <http://www.guberna.be> on the day of the start of the contract or subsequently on the day of renewal.

Applicable to corporate members and partners

When signing the contract, the member appoints a "principal representative", i.e. either the Chairman of the board of directors or the managing director, as well as "representatives", i.e. the members of the board of directors and of the top management.

The member undertakes to communicate a list containing the identity and full details of the "principal representative" and of the other "representatives" referred to above. This list forms an integral part of the present agreement.

In order to benefit fully from all advantages, the member undertakes to inform GUBERNA of the mandate(s) exercised by the "principal representative" or the "representatives". The member shall contribute to enhancing the influence and the social interest of GUBERNA and undertakes to accept and apply the general principles of corporate governance.

Article 3 - Commitments of GUBERNA

In return for the membership, GUBERNA undertakes the following commitments.

Subject to compliance with the criteria for membership of GUBERNA and subject to the decision of GUBERNA, and after acceptance by the Board of Directors [or by the person to whom the daily management has been delegated or by an ad hoc committee] and payment of the annual contribution, the member shall have the status of affiliated member of GUBERNA within the meaning of article 2ter of the law on non-profit organisations and, in that capacity, shall enjoy all the rights granted to affiliated members in the articles of association of GUBERNA.

Applicable to corporate members and partners

The "Principal representative" and the other "representatives" designated in writing by "the member" shall, after acceptance by the board of directors [or by the person to whom the daily management has been delegated or by an ad hoc committee] and payment of the annual contribution by "the member", be permanent members of GUBERNA. In so doing, they will be able to benefit from the rights and advantages recognised by the statutes in respect of the permanent members as well as those granted by law, except where the statutes deviate from the provisions that may be legally deviated from.

Throughout the duration of the contract, the member may designate a maximum number of persons (as described in the benefits of the membership chosen on www.guberna.be), including the "principal representative" and the other "representatives".

Article 4 - Duration and termination of the Agreement

This Agreement becomes effective on the first day of the month following GUBERNA's confirmation of the registration of "the Member". It has a fixed term and ends respectively for:

- Individual membership: 2 years from the start of the agreement
- Young GUBERNA membership: 5 years from the start of the agreement.
- Social Profit membership, SME Discover membership and SME Advance membership: 2 years from the start of the agreement.
- Collective membership: 3 years from the start of the agreement
- Institutional membership, Journey membership and Research partnership: 5 years from the start of the agreement.
- Project partnership: according to the terms of the concluded agreement

The Agreement shall be tacitly renewed for the same term after the expiry of the agreed term, unless respectively the individual member/the "Principal Representative" of the

membership notifies GUBERNA in writing three months prior to the expiry of the agreed term of the Agreement of his intention not to renew the terms of this Agreement.

GUBERNA reserves the right to terminate this Agreement with immediate effect and without compensation or notice if it can demonstrate that a situation caused by "the Member" could seriously damage GUBERNA's reputation and if "the Member" fails to remedy it within 15 days of GUBERNA's written request. This cancellation must be made by registered letter addressed to the registered office of the "member" and will not give rise to a pro rata refund of the annual contribution.

Article 5 - Applicable law and competent courts

This Agreement shall be governed by and construed in accordance with Belgian law. Any dispute between the Parties in connection with this Agreement shall be submitted exclusively to the competent courts in Ghent.

Article 6 - GDPR clause

DATA PROTECTION: Your privacy is important to us.

As part of the membership contract of "the member" at GUBERNA, in the case of a corporate membership or partnership, "the member" will designate delegates and transfer the personal data of these persons. GUBERNA treats the personal data it receives in a responsible manner and processes them in order to provide the services to which you are entitled as a member of GUBERNA.

1. ROLES OF THE PARTIES

"The member is the controller of the personal data and GUBERNA is the processor of the personal data received from the member.

GUBERNA will process the personal data received from "the Member" for the purpose of providing the services described in this Agreement. The duration of the processing is limited to the duration of the Contract +12 months. GUBERNA will only act on written instructions from "the Member" and will not disclose the personal data to third parties.

The parties shall enter into an annex to this Agreement which shall include a description of the nature and purpose of the processing, the type of personal data and the categories of data subjects, and all additional obligations and rights of the parties with regard to the processing of personal data under this Agreement.

At any time you can ask us to modify or delete these data. More information about your rights and the processing of your personal data can be found in our privacy statement. You can also contact us about this at privacy@guberna.be.

2. OBLIGATIONS OF GUBERNA AS PROCESSOR

GUBERNA will take the appropriate technical and organisational measures:

(i) To protect the personal data received in accordance with the GDPR and the data protection laws and regulations applicable to the Client, and with the rules and guidelines issued by the competent data protection authorities. Such measures must ensure that the level of security is appropriate to the risks involved and the nature of the personal data. They must also take into account the state-of-the-art, implementation costs and the nature, scope, context and purpose of the processing, as well as the varying degrees of probability and gravity of the risks to the rights and freedoms of natural persons;

(ii) To help the Customer comply with its obligation to respond to data subjects exercising their rights as data subjects, including the right to information and access to personal data, the right of rectification and erasure, the right of restriction, the right to data portability and the right to object.

Without prejudice to the general nature of the foregoing, GUBERNA will in particular:

(i) not process any personal data it receives from the Customer for purposes other than those set out in this Agreement;

(ii) not process personal data outside the EEA without the prior written consent of the Customer. If such consent is given, GUBERNA will ensure that the necessary safeguards are in place to ensure that the processing outside the EEA complies with the GDPR;

(iii) Do not do or refrain from doing anything that would result in a breach of the data protection laws or regulations to which the Customer is bound;

(iv) Allow the Customer, the competent supervisors and controllers ordered by the Customer or a competent supervisor to inspect and monitor the data processing activities;

(v) not assign the processing of personal data it receives from the Customer to any sub-processor without the Customer's prior written consent, nor modify or replace any pre-approved sub-processor without the Customer's prior written consent. GUBERNA shall enter into an agreement with such appointed sub-processor which contains the same data protection obligations as in this agreement and shall remain liable for compliance with its obligations as a processor under the agreement when it appoints a sub-processor to carry out certain processing activities on its behalf;

(vi) Ensure that its staff and other persons authorised to process the Customer's data are bound by an enforceable confidentiality obligation;

(vii) In the event of any breach of personal data, notify the Client immediately and in no event more than 48 hours after GUBERNA becomes aware of it;

(viii) assist the Customer in assessing the impact of the intended processing activities on the protection of personal data;

(ix) Delete or return to the Customer, at the Customer's option, any personal data following the termination of the processing for the purposes of providing the services described in this Agreement, and delete any existing copies;

(xi) Maintain a personal data register so that GUBERNA can provide the necessary information about the processing to the Customer.

Description of data processing

GUBERNA processes in Belgium:

- the personal data (i.e. name, contact details, gender, organisation, position, mandates) of the member's staff designated by the member as delegate within the agreement concluded with GUBERNA.

The data are processed by means of read access, keeping data up to date, sending information and communication (such as monthly newsletters), invitation to activities.

The purpose of the processing is to carry out the contractual arrangements within the agreements concluded with GUBERNA.

The processing is done by GUBERNA staff, Efficacy CRM (data storage), Flexmail (sending eNewsletter and eInvitations).

Records shall be kept for the duration of the delegate's contract/function, plus 12 months. For invoicing purposes for a legal term of 7 years.

- The personal data (i.e. name, contact details, gender, organisation, function, mandates, events in which they have registered and participated, their CV if required for training) of the member's staff participating in GUBERNA's activities (events or training).

The data is processed by read access, keeping data up to date, sending information and communication (such as monthly newsletters), invitation to activities.

The purpose of the processing is related to the activity for which the person has registered.

The processing is carried out by GUBERNA staff, Efficacy CRM (data storage), Flexmail (sending eNewsletter and eInvitations).

Records shall be kept for the duration of the delegate's contract/function, plus 12 months. If the person has participated in a training course, records are kept to meet legal obligations, such as the issue of a certificate.