

GUBERNA

General Terms and Conditions

1. PREAMBLE

GUBERNA, het Instituut voor Bestuurders VZW / L'Institut des Administrateurs ASBL, with its registered office at 1000 Brussels, Avenue du Port 86c 318 and its administrative headquarters at 9000 Ghent, Reep 1, registered under CBE number 0457.363.215, 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. All this with a view to informing its members and developing a member network to promote governance culture.

This document contains the general terms and conditions relating to membership of GUBERNA VZW/ASBL, and the services, training courses and events offered by GUBERNA.

By becoming a member of GUBERNA or by using the other services and products offered by GUBERNA, the other party (hereinafter "the Member" or "the Participant") accepts these terms and conditions, which take precedence over any general terms and conditions of the Member or Participant.

2. MEMBERSHIP

Article 1 – Definition of GUBERNA membership

By committing to become a member of GUBERNA, in one of the categories listed below, the Member and their representatives may enjoy the rights and benefits described on the website www.guberna.be for the chosen membership.

All categories of membership are subject to the general terms and conditions listed here.

Article 2 – Obligations of the Member

Each year, the Member will pay the membership fee into the GUBERNA bank account number BE02 2900 0352 3040. The rates that will be charged are those that can be found on www.guberna.be on the day of the start of the membership or subsequently on the day of renewal. These rates may be adapted annually by GUBERNA, both on the basis of the evolution of the consumer price index and on the basis of increasing cost components.

Applicable to corporate members and partners

When signing the membership contract, the Member designates a "principal representative", i.e. either the Chairman of their governing body or the managing director, as well as a number of "representatives", i.e. the members of their governing body and/or the top management.

The Member undertakes to communicate a list that includes the identity and full details of the "principal representative" and of the other "representatives" referred to above. This list, which is processed in accordance with GDPR regulations, is an integral part of the membership contract.

In order to benefit fully from all the advantages, the Member agrees to inform GUBERNA of the mandate(s) exercised by the "principal representative" or "representatives".

The Member shall contribute to enhancing GUBERNA's influence and social importance and undertakes to accept and apply the general principles of corporate governance.

Article 3 – Obligations of GUBERNA

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

Subject to compliance with the criteria for membership and after acceptance by the governing body (or the executive committee) and after payment of the annual contribution, the Member will have the status of "affiliated" member of GUBERNA - within the meaning of Article 9:3 §2 of the Code on Companies and Associations (CCA) and of Art. 5.3 of the Articles of Association - and will, in that capacity, enjoy all the rights granted to affiliated members in the GUBERNA Articles of Association.

Applicable to corporate members and partners

The "Principal Representative" and the other "representatives" designated in writing by the Member shall, after acceptance by the Governing Body (or by the Executive Committee) and after payment of the annual contribution by the Member, be permanent members of GUBERNA NPO within the meaning of article 5.2 of the Articles of Association. In doing so, they will benefit from the rights and advantages recognised by the Articles of Association for permanent members as well as those granted by law, except when the Articles of Association derogate from the provisions from which they may legally derogate.

During the entire term of the agreement, the Member may designate the allowed number of persons (as described in the benefits of the selected membership on www.guberna.be), including the "principal representative" and the other "representatives".

Article 4 – Duration and termination of Membership

The membership term starts on the first day of the month following GUBERNA's confirmation of the Member's registration. The modalities of membership duration and termination are as follows:

- **Individual membership:** duration of 1 year, termination in writing no later than 1 month before the end of the term, if not: tacit automatic renewal for the same duration
- **Young GUBERNA membership:** reduced rate, same modalities as Individual membership, runs up to and including the year in which one reaches the age of 30 years
- **Social Profit membership, SME Discover membership and SME Advance membership:** duration of 2 years from the start of the agreement, termination in writing no later than 3 months before the end of the term, if not: tacit automatic renewal with the same duration
- **Collective membership:** fixed duration of 3 years from the start of the agreement, termination in writing no later than 3 months before the end of the term, if not: tacit automatic renewal for the same duration
- **Institutional membership, Journey membership and Research partnership:** fixed term of 5 years from the start of the agreement, termination in writing no later than 3 months before the end of the term, if not: tacit automatic renewal for the same duration
- **Project partnership:** according to the terms of the written agreement

If GUBERNA can prove that a situation caused by the Member could seriously damage GUBERNA's reputation and if the Member fails to remedy this situation within 15 days of GUBERNA's written request, membership may be suspended or terminated without compensation or notice. In accordance with Article 8 of GUBERNA's Articles of Association, suspension is decided by the Governing Body and exclusion by the General Assembly, according to the modalities provided for in the aforementioned Article 8.

3. TRAININGS, SERVICES AND EVENTS

Article 5 – Conditions applicable to Trainings

Participation by members and their representatives or by other parties (hereinafter referred to as "the Participant") in training courses organised by GUBERNA or by the latter's partners, is subject to GUBERNA's General Invoicing Terms and Conditions, which can be found on the website www.guberna.be under the heading "Legal Notices", and to the following conditions.

In case of cancellation of (participation in) a training course, the following cancellation conditions shall apply:

- **Cancellation by the Participant:** cancellations by the Participant must be notified to GUBERNA in writing. For cancellations up to 14 days before the start date of the training course, 50% of the registration fee will be refunded. In case of cancellation within 14 days before the training start date or in case of no-show on the first or only day of the training, no refund will be granted. In case of a participant's illness or similar unforeseen circumstances reported no later than the first or only day of the training, a participant may, after consultation with GUBERNA, postpone his/her participation to a subsequent session.
- **Cancellation by GUBERNA:** GUBERNA reserves the right to cancel the course in case of insufficient participation, force majeure or other unforeseen circumstances. In this case, the registration fee will be refunded in full. If, due to the actions of GUBERNA, a training course is cancelled or postponed, the Participant has a right of choice:

- cancel the training course in full with a full refund;
- participate in the training course on a later date, to be determined by mutual agreement.

Article 6 – Conditions applicable to Services

The use by Members and their representatives of the services offered by GUBERNA or by the latter's partners is subject to GUBERNA's General Invoicing Terms and Conditions, which can be found on the website www.guberna.be under the heading "Legal Notices", and to the following conditions.

In the event of cancellation of an agreed service, the following cancellation conditions shall apply:

- **Cancellation by the Participant:** cancellations by the Participant must be notified in writing to GUBERNA. In case of cancellation up to 14 days before the start date of the service, 50% of the agreed amount will be charged. In case of cancellation within 14 days before the service start date or in case of no-show of the Participant on the first or only day of the service, the full amount will be charged. In case of illness of a Participant or similar unforeseen circumstances reported no later than the first or only day of the service, a Participant may be replaced, after consultation with GUBERNA.
- **Cancellation by GUBERNA:** GUBERNA reserves the right to cancel the service in case of unforeseen circumstances or force majeure. In this case, the Participant has a right of choice:
 - cancel the service in full with a full refund of any amounts already paid for this purpose;
 - have the service still take place on a later date, to be determined by mutual agreement.

Article 7 – Conditions applicable to Events

Participation by Members and their representatives in events organised by GUBERNA or by the latter's partners is subject to GUBERNA's General Invoicing Conditions, which can be found on the website www.guberna.be under the heading "Legal Notices", and to the following conditions.

Events are subject to the following cancellation conditions:

- **Cancellation by the Participant:** cancellations by the Participant must be notified in writing to GUBERNA. For cancellation up to 3 working days before the start date of the event, any payment already received will be refunded in full by GUBERNA. In the event of cancellation within 3 days before the event, the full cost of the event shall be charged, with a minimum of EUR 75 excluding VAT. A no-show fee of EUR 75 excl. VAT will also be charged in the event of a no-show at an event in which participation was free. In case of illness of a participant or similar unforeseen circumstances reported at the latest before the start of the event, a participant may be replaced, after consultation with GUBERNA.
- **Cancellation by GUBERNA:** GUBERNA reserves the right to cancel an event in case of insufficient participation, force majeure or other unforeseen circumstances. In this case, any participation fee already paid will be fully refunded to the Participant.

4. OTHER PROVISIONS

Article 8 – Applicable law and competent courts, invoicing conditions

This Agreement shall be governed by and construed in accordance with Belgian law. Any dispute between the Parties relating to this Agreement shall be submitted exclusively to the competent courts in Brussels, from the canton of GUBERNA's registered office if applicable.

Article 9 – Data protection (GDPR clause)

In the framework of the membership contract with the Member, GUBERNA shall process the personal data of the Member and of his designated representatives in accordance with the applicable Belgian and European privacy legislation, in particular the provisions of the European General Data Protection Regulation (GDPR).

For the practical implementation of the privacy measures taken by GUBERNA, reference is made to the Privacy Policy of GUBERNA, as available on the website www.guberna.be under the heading "Legal Notices".