

Belgium Best Managed Companies Programme Terms and Conditions

These terms and conditions apply to the Belgium Best Managed Companies Programme ("Programme") and is facilitated by Deloitte.

1. Your Information

- a. You acknowledge and agree that all information provided in the Programme Entry Form Phase I and Phase II, or given subsequently as part of the due diligence, Applicant Lab and judging process (collectively 'Entry Information') is correct and up-to-date.
- b. By submitting the Entry Information, you confirm that you have the authority and appropriate permission and consent from your Company and those individuals referred to in the Entry Information to provide this information to Deloitte.
- c. Deloitte, Econopolis and KU Leuven acknowledge that all Entry Information is provided for the purposes of determining your eligibility for receiving the Best Managed Companies certification. The Entry Information will not be disclosed by Deloitte, Econopolis and KU Leuven except on a confidential basis to the Programme judging panel. Your information may also be shared with third parties that provide administrative, technical or support services to Deloitte for the purposes of the Programme. We will ensure that your information is protected by those third parties to the same standards that we use to protect our own information here at Deloitte.
- d. You agree that Entry Information gathered during the entry process can be retained and used for benchmarking and to develop insights and trends into what makes a business a Best Managed company in the country of application.
- e. As part of entering the Programme, you give us permission to contact you regarding the Programme and its associated activities. This may occur through electronic messaging or other forms of communication. We may, on occasion, update you with news, information and other relevant initiatives that Deloitte believes will interest you. You may unsubscribe from these communications by selecting the unsubscribe link contained within the communications or by contacting the Programme team.
- f. Should your company become a Belgium Best Managed Company, Deloitte will further use your information so as to include your company's website link and/or logo on the Belgium Best Managed Companies website (www.bestmanaged.be) (hereinafter the "Website") and on the media channels with which Deloitte will collaborate for the promotional/media campaign. In this respect, your company provides Deloitte, Econopolis and KU Leuven, with a non-exclusive license to use the company's trademarks, trade names and logo for these promotional and marketing purposes.
- g. If any Personal Information is contained within the Programme Entry Form, our privacy statement below will apply.

2. Privacy Statement

*This privacy statement is part of the Terms of Entry of the Belgium Best Managed Companies Programme (hereinafter "Privacy Statement"). This Privacy Statement is only applicable to the **personal data** collected within the context of your company's Application (and thus not to any other (company) data collected*

within that same context).

This Privacy Statement includes information about the personal data collected by Deloitte, as well as the manner in which Deloitte uses and processes this personal data.

Deloitte wishes to emphasise that it always attempts to act in accordance with (i) the Belgian Privacy Law of 30 July 2018 concerning the protection of individuals with regards to the processing of personal data, (ii) the EU Regulation of 2016 concerning the protection of individuals with regards to the processing of personal data, regarding the free movement of such data and repealing Directive 95/46/EC and/or (iii) all (future) Belgian laws regarding the implementation of this Regulation.

Your company's Application and any communication with Deloitte in this context implies your explicit approval (through disclosure of your personal information or opt-in) of this Privacy Statement and consequently how we collect, use and process your personal data.

a. Types of personal data

Deloitte will collect and process the following personal data:

- ✓ Name;
- ✓ Surname;
- ✓ (Company) e-mail address;
- ✓ Telephone number (landline and/or mobile phone);
- ✓ Job level / function within the company
- ✓ All other personal data freely provided to Deloitte (e.g. in light of correspondence with Deloitte).

b. Methods of personal data collection:

These personal data are collected:

- ✓ By completing the online application form;
- ✓ By participating in the Belgium Best Managed Company Programme;
- ✓ Through various correspondence with Deloitte (incoming and outgoing).

c. Use of personal data

Deloitte can use your personal data for the following purposes:

- ✓ Performance of the Belgium Best Managed Companies Programme (incl. follow-up thereof);
- ✓ Communication and contact management;
- ✓ Evaluation of the Application;
- ✓ Confirmation / rejection of the Application;
- ✓ Awarding the Belgium Best Managed Companies label;
- ✓ Publication of the Belgium Best Managed Companies laureates;
- ✓ Sending newsletters to update you about the Belgium Best Managed Companies Programme, as well as information on other specific/relevant/similar Deloitte upcoming events and activities.

d. Legal grounds on which personal data are collected:

The processing of your personal data – collected by Deloitte – is necessary for the performance of the Belgium Best Managed Companies Programme and the agreement closed therefore between the participating company and Deloitte.

The use of your personal data for other purposes than the purposes mentioned under 'Use of personal data' shall only take place upon receipt of your specific consent.

e. Disclosure of personal data to third parties

Deloitte shall not disclose your personal data to third parties, unless it is necessary in the context of performing the Belgium Best Managed Companies Programme and optimisation thereof (including but not limited to evaluation of the Application and in light of the media campaign). In this respect, your personal data may be disclosed to third party jury members and media partners.

In any event Deloitte undertakes to conclude a data processing agreement with such third parties, which will contain the necessary guarantees in respect of the confidentiality and privacy of your personal data.

Notwithstanding the foregoing, it is however possible that Deloitte discloses your personal data:

- ✓ To the competent authorities **(i)** if Deloitte is obliged to do so under the law or under legal or future legal proceedings and **(ii)** to safeguard and defend our rights;
- ✓ If Deloitte, or the majority of its assets, are taken over by a third party, in which case your personal data – which Deloitte has collected – shall be one of the transferred assets.

In all other cases, Deloitte will not sell, hire out or pass on your personal data to third parties, except when it **(i)** has obtained your permission to this end and **(ii)** has completed a data processing agreement with the third party in question, which contains the necessary guarantees regarding confidentiality and privacy compliance of your personal data.

f. Cross-border processing of personal data

Any transfer of personal data outside EEA to a recipient whose domicile or registered office is in a country which does not fall under the adequacy decision enacted by the European Commission, shall be subject of one or more of the listed EU-approved safeguards:

- ✓ Closing a data transfer agreement with such recipient, which shall contain the standard contractual clauses, as referred to in the 'European Commission decision of the 5th of June 2021 (Decision 2021/914)'; and/or
- ✓ Binding corporate rules; and/ or
- ✓ Certification mechanisms.

g. Storage of personal data

Deloitte will hold your personal data on our systems for the longest of the following periods: (i) as long as is necessary to achieve and fulfil the purpose in question, as specified in the Privacy Statement under 'Use of personal data'; (ii) any retention period that is required by law; or (iii) the end of the period in which litigation or investigations might arise in respect of your Application.

h. Your privacy rights

In light of the processing of your personal data, you enjoy the following privacy rights:

- ✓ Right of access to your personal data;
- ✓ Right to rectification, completion or update of your personal data ;
- ✓ Right to delete your personal data ('right to be forgotten'). (Deloitte wishes to point out that in this context certain services will no longer be accessible and/or can no longer be provided if you request deletion of certain required personal data);
- ✓ Right to limit the processing of your personal data;
- ✓ Right to transferability of your personal data;
- ✓ Right to object to/oppose the processing of your personal data.

If you wish to invoke your privacy rights please contact bebestmanaged@deloitte.be or contact Deloitte by post via the address mentioned below. In principle, you can exercise these rights free of charge.

If you no longer wish to receive newsletters or information about upcoming Deloitte events and activities or the services of Deloitte, you can unsubscribe at any time by clicking the "unsubscribe" button underneath each of Deloitte's emails.

i. Security of personal data

Deloitte undertakes to take reasonable, physical, technological and organisational precautions in order to avoid **(i)** unauthorised access to your personal information, and **(ii)** loss, abuse or alteration of your personal data. These measures include:

- ✓ Education and training to relevant staff to ensure they are aware of our privacy obligations when handling personal data
- ✓ Administrative and technical controls to restrict access to personal data on a 'need to know' basis
- ✓ Technological security measures, including fire walls, encryption and anti-virus software
- ✓ Physical security measures, such as staff security passes to access our premises.

Although Deloitte uses appropriate security measures once Deloitte has received your personal data, the transmission of data over the internet (including by e-mail) is never completely secure. Deloitte endeavours to protect your personal data, but cannot guarantee the security of data transmitted to Deloitte or by Deloitte.

j. Update Privacy Statement

Deloitte is entitled to update this Privacy Statement by posting a new version on the Website whereby Deloitte will indicate the revision date at the top of the first page of this Privacy Statement. As such, it is strongly recommended to regularly consult the Website and the page displaying the Privacy Statement, to make sure that you are aware of any changes.

k. Contact Deloitte

If you have questions and/or remarks about this Privacy Statement or the manner in which Deloitte collects, uses and/or processes your personal data, please contact us:

- ✓ Via e-mail: bebestmanaged@deloitte.be;
or
- ✓ Via post: Luchthaven Brussel Nationaal 1 J, 1930 Zaventem, Belgium, for the attention of Mr. Bruno Peelaers.

In case you are not satisfied with the way Deloitte handled your questions and/or remarks or have any complaints about the way Deloitte collects, uses and/or processes your personal data, note that you have the right to lodge a complaint with the Data Protection Authority.

3. Confidentiality

Following your company's Application and within that context, it will be necessary for your company to disclose to Deloitte (hereinafter the "Disclosing Party") orally, in writing and by electronic transmission, (company) information/data which is of a confidential nature including, without limitation commercial, contractual and financial information relating to your company (hereinafter the "Confidential Information"). The terms and conditions of these Terms of Entry shall also be considered as Confidential Information.

In relation to the disclosure of such Confidential Information, parties agree as follows:

a. Deloitte acknowledges that the Confidential Information includes commercial assets of considerable

value. Deloitte will keep the Confidential Information strictly confidential and undertakes to effect and maintain adequate security measures to safeguard the Confidential Information from unauthorised access, use and/or misappropriation, and will protect the Confidential Information in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own. Furthermore Deloitte will only use in light of your Application and will not sell, publish or otherwise disclose the Confidential Information to anyone in any manner whatsoever without the Disclosing Party's prior written consent, except as provided in paragraphs 2 and 3 below.

b. Deloitte may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent that such information:

i. is already known or available to Deloitte or becomes known or available to Deloitte from a source other than the Disclosing Party and through no breach of these Terms of Entry by Deloitte;

ii. is already in the public domain at the time of disclosure or becomes available to the public after the time of the disclosure through no breach of these Terms of Entry by Deloitte;

iii. is subsequently independently developed by Deloitte, or which is received by Deloitte from others whom Deloitte reasonably believes did not themselves obtain it under an obligation of confidentiality; or

iv. is required to be disclosed under applicable law or by any court or arbitrator of competent jurisdiction or any other regulatory or government authority or obligations of professional conduct.

c. Deloitte may also disclose the Confidential Information without the Disclosing Party's prior written consent to any directors, employees, officers, partners, members, professional advisers or agents or subcontractors of Deloitte including third party jury members and other Deloitte Entities (hereinafter the "Representatives"). Deloitte certifies and warrants that these Representatives have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to the terms and conditions applicable to the Recipient under these Terms of Entry (in particular the confidentiality obligations).

"Deloitte Entities" means Deloitte, any member of the Deloitte Touche Tohmatsu Limited network of firms and their subsidiaries and affiliates, and subcontractors, and in each case their respective partners, principals, directors and personnel.

d. The Confidential Information provided by the Disclosing Party to Deloitte shall be delivered up to the Disclosing Party as soon as reasonably practicable upon the Disclosing Party's written request, and Deloitte shall use its reasonable efforts to erase Confidential Information from any computer, word processor or other device containing such information, provided that Deloitte shall be entitled to retain such Confidential Information required to be retained so that Deloitte is in compliance with its statutory, regulatory or professional conduct obligations or for record keeping purposes, subject to a continuing obligation to hold and only use such Confidential Information in accordance with paragraph 1 above.

Notwithstanding the foregoing, if the Confidential Information forms an integral part of, or is otherwise

incorporated in or has been used to prepare or support, any material produced by Deloitte, Deloitte may retain such Confidential Information subject to ongoing confidentiality arrangements.

e. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to Deloitte.

f. The confidentiality obligations set forth herein shall terminate three years following the moment the Best Managed Companies Programmeme has come to an end or upon such earlier date as may be agreed in writing by Deloitte and the Applicant.

g. No amendments, changes or modifications to or assignment of these Terms of Entry shall be valid unless they are agreed in writing and signed by a duly authorised representative of each of the parties hereto.

h. The Disclosing Party acknowledges and agrees that damages may not be an adequate remedy for any breach of these confidentiality obligations and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of these confidentiality obligations.

The entire liability of Deloitte to the Disclosing Party, for any and all damages in connection with these confidentiality obligations, is limited to an aggregated amount of twenty-five thousand euro (25.000,00 EUR), except to the extent it is finally determined to have resulted primarily from the bad faith or intentional misconduct of Deloitte.

Furthermore Deloitte will only be liable for the direct consequences of the breach of confidentiality. Except in case of wilful misconduct and fraud, Deloitte will in no event be liable for any indirect or consequential loss or damage towards the Disclosing Party such as but not limited (a) loss of profit, goodwill, business opportunity or anticipated savings or benefits or (b) loss or corruption of data, except to the extent it is finally determined to have resulted primarily from the bad faith or intentional misconduct of Deloitte.

i. Disclosure of Confidential Information shall not confer any rights under any patents or patent applications or any other rights of intellectual property presently held or subsequently obtained in respect of such Confidential Information by the Disclosing Party thereof.

j. These Terms of Entry comprises the full and complete agreement of the parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the parties hereto relating to the Confidential Information, whether written or oral, express or implied.

k. No failure or delay on the part of a party in exercising any right, power or privilege conferred by these Terms of Entry shall operate as a waiver of that right, power or privilege, or of these Terms of Entry as a whole. No single or partial exercise of any right, power or privilege shall preclude any further exercise of that right, power or privilege

l. If any provision of these Terms of Entry is found by a court of competent jurisdiction or other competent authorities to be unenforceable, in whole or in part, such provision or the affected part shall not affect the other provisions but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

Where appropriate, parties undertake to immediately replace any and all unenforceable provisions with enforceable provisions which are as close as possible to their common intentions.

m. These Terms of Entry shall be governed by and interpreted in accordance with Belgian law and the parties hereto submit irrevocably to the exclusive jurisdiction of the Courts of Brussels in respect of any claim, dispute or difference arising out of or in connection with these Terms of Entry.

3. Best Managed Lab

a. By submitting the Entry Information, you confirm that members of your leadership team will be available to attend the Applicant Lab on a mutually agreeable date and location.

b. You acknowledge that the Applicant Lab is designed to facilitate the Programme certification process and should not in any way be considered Deloitte advice or recommendation or otherwise.

c. You acknowledge that Deloitte, its member firms, related entities, partners, employees or agents shall not be responsible for any loss or damage whatsoever arising directly or indirectly in connection with you relying on insights, discussions or communications or otherwise, shared during and in connection to the Applicant Lab, or through the judging and award of the Programme Certification.

4. Judging and post-application period

a. Deloitte reserves the right to:

i. conduct due diligence in relation to your Entry Information up to the point the Programme Certifications are announced. In our sole discretion, we reserve the right to disqualify you from entry or receiving the Programme Certification based on the results of any due diligence conducted.

ii. amend, vary, extend or discontinue the Programme, including how your participation in the Programme is publicised, at any time and for any reason.

iii. withdraw your Programme Certification if you no longer meet the Programme criteria, or you otherwise act in a manner that could bring Deloitte and/or the Programme into disrepute.

b. The decision of the external Programme Judging Panel will be final and no further correspondence will be entered into.

4. Branding and Logo

a. Once awarded, you may use the Best Managed Companies logo and associated branding on any promotional materials (including relevant websites) in alignment with the Deloitte brand guidelines. Deloitte reserves the right to request alteration or removal of the logo or other Programme material at any point in time. Use of the Best Managed Companies logo excludes any right to reference or use the Deloitte name, logo or marks on any promotional material.

5. Acknowledgements

By entering the Programme, you acknowledge and agree that you

a. accept these terms and conditions; and

b. Privacy Statement

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited (“DTTL”), its global network of member firms, and their related entities (collectively, the “Deloitte organisation”). DTTL (also referred to as “Deloitte Global”) and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. DTTL does not provide services to clients. Please see www.deloitte.com/about to learn more.