

"BELGIUM BEST MANAGED COMPANIES" (hereinafter referred to as the "BMC PROGRAMME") is an award given by Deloitte Accountancy CVBA also known as Deloitte Private | Accountancy & Advisory (referred to as "DELOITTE"), jointly with Econopolis (hereinafter referred to as the "PARTNERS"), to the companies (hereinafter referred to as the "PARTICIPANTS") that register for free through the portal [www.bestmanaged.be](http://www.bestmanaged.be) (hereinafter referred to as the "WEBSITE") who will participate in an analytical process carried out by the PARTNERS, according to their financial and management practices in Belgium. Having finished this analysis, the PARTNERS will determine which of the PARTICIPANTS will be awarded in the BMC PROGRAMME.

The analytical process, which was referred to in the last paragraph, does not imply the provision of services of any nature, directly and indirectly, by DELOITTE or the PARTNERS, that is to say, the evaluation done by DELOITTE and the PARTNERS will not have at any moment the characteristics of a financial statement audit, nor will it substitute the legal obligations of the PARTICIPANTS.

The PARTICIPANTS accept and undertake, from the moment they register through the WEBSITE, the terms and conditions to apply for the BMC PROGRAMME. Additionally, they manifest their knowledge of its scope, the participation criteria and the evaluation process included in the website [www.bestmanaged.be](http://www.bestmanaged.be); due to the above, they accept from that moment that the independent judging panel's decision, regarding the BMC PROGRAMME and the companies that will be awarded, is indisputable.

#### **LINKS**

This WEBSITE, includes links to other websites. DELOITTE is not responsible for their privacy policies or content. Said websites might collect personal information upon access; this information is not under the control of DELOITTE. To assure the protection of your information's privacy, we advise you to always read the privacy policies of the web pages you visit through our WEBSITE.

#### **CONFIDENTIALITY**

DELOITTE will use the confidential information received by the PARTICIPANTS that register through the WEBSITE only for the purpose of evaluating your participation and granting the BMC PROGRAMME in accordance with the global Best Managed Companies framework and to support the administration of the BMC PROGRAMME. DELOITTE will keep the confidential information strictly confidential and undertakes to effect and maintain adequate security measures to safeguard the confidential information from unauthorized 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. DELOITTE will not sell, publish or otherwise disclose the confidential information to anyone in any manner whatsoever without the PARTICIPANT'S prior written consent. Notwithstanding the foregoing DELOITTE may disclose the confidential information to the PARTNERS and the judging panel. The obligation of DELOITTE regarding the confidential storage of information shall remain in force for a period of five (5) years from the date of its last registration in the BMC PROGRAMME. The confidentiality obligation will not be applied if the information: (a) is known by DELOITTE without an obligation of maintaining its confidentiality upon receiving said information; (b) is or will become, without act or omission from DELOITTE, part of public knowledge or domain; (c) is supplied to DELOITTE by a third party without any restrictions regarding its disclosure; (d) is developed or independently obtained by DELOITTE; (e) is given to DELOITTE with previous written authorization for its disclosure by an authorized person who belongs to one of the PARTICIPANTS; (f) is required to fulfill a judicial mandate or the order of any authority or

governing body (on the understanding that if DELOITTE must comply with said mandate, the corresponding PARTICIPANT will be notified if permitted by law).

### **INTELLECTUAL PROPERTY RIGHTS**

The PARTNERS have created, acquired and retained, individually, the rights that may be used for the operation of the BMC PROGRAMME, and, at their own risk, may use, provide, modify, create, acquire and obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, knowledge and techniques. "Deloitte Touche Tohmatsu", "Deloitte  $\wedge$  Touche", "Deloitte", "Touche", "Tohmatsu" the logos belonging to Deloitte Touche Tohmatsu and Deloitte, or any of its national practices, along with all the names of the products mentioned, are brands of their respective owners, being strictly forbidden its use without a written agreement by Deloitte Touche Tohmatsu, Deloitte or any of its national practices, as applicable.

### **INDEPENDENCE**

The PARTNERS, amongst themselves, alone or jointly, and the PARTICIPANTS, recognize and accept that, regarding the BMC PROGRAMME, there is neither a business nor a service- delivery relationship. As a result, the intervention, collaboration and participation of the PARTNERS in the analysis of the information given by the PARTICIPANTS (including, but not limited to, the analysis of their financial and management practices) does not imply that DELOITTE and/or other PARTNERS, alone and jointly, deliver any service.

### **PRIVACY**

In case there is a transmission of personal data by the PARTICIPANTS, in relation with the BMC PROGRAMME, the PARTICIPANTS may send DELOITTE diverse personal data from employees, shareholders, executives, suppliers and clients (hereinafter referred to as "Personal Data"). Each party shall comply with (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the GDPR; and (c) any other similar national privacy law to the extent applicable from time to time ("Data Protection Legislation") when processing Personal Data. The parties agree that DELOITTE will act as "Controller" as such term is defined in the Data Protection Legislation. The PARTICIPANTS acknowledge that Personal Data may be processed by DELOITTE as a Controller, for the purpose of, or in connection with: (i) the BMC PROGRAMME; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; (iv) administrative, financial accounting, risk analysis and client relationship purposes; (v) to inform the PARTICIPANTS and/or their representatives, employees, directors about DELOITTE's professional and social activities and about any subject that could be of interest to them, it being understood that if, in the future, the PARTICIPANTS and/or their representatives, employees, directors no longer wish to receive such information, they may send a request free of charge by email to DELOITTE (the "Purposes"). The PARTICIPANTS further acknowledge that Personal Data may be disclosed to, and processed by, other Deloitte Entities, PARTNERS, Deloitte's service providers and competent authorities for one or more of the Purposes. Personal Data may also be disclosed to, and processed by, other third parties to the extent reasonably necessary in connection with the Purposes.

The processing and disclosure of Personal Data referenced above may involve the transfer of Personal Data outside of the European Economic Area ("EEA") to countries where the level of protection for Personal Data is not as high as within the EEA. The PARTICIPANTS hereby explicitly acknowledge and consent that DELOITTE may transfer Personal Data outside Belgium and make use of cloud computing services to store Personal Data and other data of the PARTICIPANTS. DELOITTE will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) to protect this Personal Data and other data of the PARTICIPANTS from unauthorized disclosure. DELOITTE shall only be responsible if it has finally been determined that it did not take commercially reasonable measures to protect the Personal Data and other data of the PARTICIPANTS from unauthorized disclosure.

Unless otherwise requested, PARTICIPANTS' information may be retained and used to identify services, information and events that DELOITTE or its PARTNERS believe will interest you.

DELOITTE will use the PARTICIPANTS' personal data for the purposes outlined above because : (a) of its legitimate interests in the effective participation of the PARTICIPANTS in the BMC PROGRAMME and the services related thereto; (b) of its legitimate interests in the effective and lawful operation of its business so long as such interests are not outweighed by PARTICIPANTS' interests; (c) of the legal and regulatory obligations that Deloitte is subject to, such as providing information to a public body or law enforcement agency or (d) the information is required in order to provide services to PARTICIPANTS in the framework of the BMC PROGRAMME.

PARTICIPANTS ensure that any Personal Data provided to DELOITTE by, or on behalf of, PARTICIPANTS has been collected lawfully, fairly and in a transparent manner to enable such Personal Data to be processed by DELOITTE and the other parties referenced above for all of the Purposes.

DELOITTE will hold PARTICIPANTS' personal data on its systems for the longest of the following periods: (i) as long as is necessary for the relevant activity or services; (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 the services or the BMC PROGRAMME.

PARTICIPANTS have various rights in relation to their personal data. In particular, they have a right to:

- obtain confirmation that DELOITTE is processing PARTICIPANTS' personal data and request a copy of the personal data DELOITTE holds about them;
- ask that DELOITTE updates the personal data it holds about PARTICIPANTS, or correct such personal data that PARTICIPANT thinks is incorrect or incomplete
- ask that DELOITTE deletes personal data that it holds about PARTICIPANTS, or restrict the way in which it uses such personal data;
- object to DELOITTE's processing of their personal data.

Contact DELOITTE if you have questions or concerns about the handling of your information at Tel: + 32 2 800 23 19 or send an email to [bebestmanaged@deloitte.be](mailto:bebestmanaged@deloitte.be). If you are unhappy with the way we have handled your personal data or any privacy query or request that you have raised with us, you have a right to complain to the EU Data Protection Authority ("DPA") in your jurisdiction

## **NOTIFICATIONS**

DELOITTE points out as its domicile for receiving notifications, Gateway building - Luchthaven Brussel Nationaal 1 J, 1930 Zaventem; therefore, any notice and notification for DELOITTE must be submitted in writing and may be delivered personally, sent by registered post, or by fax, always having a written confirmation of its reception, including the address specified by the PARTICIPANTS on the WEBSITE. All notifications will have effects upon reception. Any change of domicile must be notified to the other party as soon as it occurs, otherwise considering as valid any notice or notification sent to the previous domicile.

**JURISDICTION**

These terms and all matters relating to it or the BMC PROGRAMME (including non contractual obligations) shall be governed by, and construed in accordance with, the laws of Belgium (without giving effect to the choice of law principles thereof). Any action or proceeding arising out of or relating to these terms or the BMC PROGRAMME shall be brought and maintained exclusively before the courts of Brussels, Belgium. The parties hereby expressly and irrevocably (a) submit to the exclusive jurisdiction of such courts for the purposes of any such action or proceeding and (b) waive, to the fullest extent permitted by law, any defense of inconvenient forum to the venue and maintenance of such action in any such courts.