

Charter and Rules of Functioning

Art. 1 – Establishment

A new **de facto association** named **ACTU-ALIA – Belgian Association of Independent Actuaries** (hereafter the “Association”) is hereby established, replacing any previous structures.

The Association is non-profit in nature.

Art. 2 – Purpose

The purpose of the Association is to bring together independent actuaries in order to:

- Safeguard and defend their professional interests
- Share actuarial knowledge and competencies
- Promote the personal and professional development of its members

The Association may organize or promote activities supporting these objectives, including training, knowledge sharing, collaboration initiatives, and professional representation.

Art. 3 – Membership

Membership is in principle reserved for independent actuaries acting in their own name and/or through their own company.

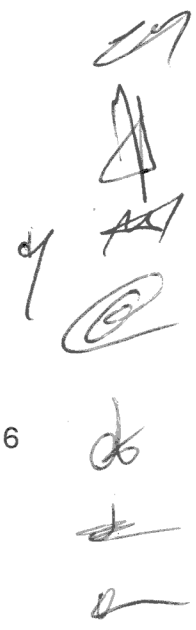
A candidate member must:

- Be sponsored by at least two members
- Adhere to this Charter and comply with its rules, in particular confidentiality
- Be a member of the IA|BE for at least five (5) years
- Agree to include his/her profile, including photo, and publish it on the dedicated website www.actu-alia.be
- Be accepted during the Annual Meeting of the Association, where at least 50% of the members are present (or represented), by a two-thirds majority.

Art. 4 – Termination of Membership

Membership shall terminate in the following cases:

- Death
- Voluntary resignation



- Exclusion confirmed in a meeting of the Association, where at least 50% of the members are present (or represented), by a two-thirds majority.
- Absence from meetings for twelve (12) consecutive months, subject to confirmation by the next Annual Meeting of the Association

Art. 5 – Contributions and Expenses

Expenses related to the functioning of the Association shall be shared among members.

If necessary, an annual contribution may be set by the Annual Meeting of the Association.

Art. 6 – Confidentiality

Members agree that all information shared within the Association, whether orally or in writing, is strictly confidential.

- No information may be disclosed to third parties without prior written consent of the member who originally shared it
- Members must respect the confidentiality of client-related information, as well as any data, tools, models, or materials exchanged within the Association
- Members shall not use shared information in a manner that could harm another member or their clients

This confidentiality obligation applies during membership and continues for five (5) years after termination, regardless of the reason.

Art. 7 – Communication

Internal communication

Communication between members shall take place primarily via:

- A dedicated Teams group (e.g. “Actu-Alia”)
- Email exchanges

External communication

- Each member may use the **Actu-Alia name and logo**, including the mention “*Member of Actu-Alia*” in professional communications
- Any official communication to third parties on behalf of the Association must be approved by at least two-thirds (2/3) of the members during one of the Regular Meetings

As a de facto association, no member may legally bind or act contractually on behalf of the Association.

Art. 8 – Annual Meeting of the Association



The members of the Association shall meet formally when necessary and at least once per year. The agenda will be shared at least 2 weeks before the Annual Meeting of the Association.

The Annual Meeting of the Association is competent to:

- Approve new members
- Record or approve resignations and exclusions
- Amend the Charter
- Approve accounts, budget, and cost allocation
- Decide on external communications where relevant
- Address any other relevant matters

The Annual Meeting of the Association is validly constituted if at least 50% of the members are present or represented.

Decisions are adopted by a two-thirds majority with a minimum of three votes.

Art. 9 – Meetings and Activities

Members agree to meet at least **quarterly** for Regular Meetings

Regular Meetings may cover, inter alia:

- Debriefing of attended trainings
- Exchange of actuarial knowledge and experience
- Presentation and demonstration of tools (IT/software)
- Collaboration opportunities and synergies (e.g. joint tools, publications, positions)
- Regulatory developments in the insurance sector
- Technical discussions and peer support (helpdesk)
- Any other relevant topics
- New members and resignation/exclusions

The Association may also organize training sessions for its members, which may be eligible for **IA|BE CPD accreditation**.

Art. 10 – Promotion of the Association

Members agree to actively support and promote **Actu-Alia**, notably by:

- Enhancing its visibility in professional contexts
- Contributing to joint initiatives (articles, positions, tools, etc.)
- Supporting the development of the independent actuarial profession

Art. 11 – Conflict of Interest and Professional Conduct

Members shall act in a spirit of trust, fairness, and professional integrity.



- Each member remains fully independent in their commercial activities
- Members shall avoid any behavior that could unfairly harm another member, including client or staff solicitation arising directly from Association interactions
- In case of potential overlap on a business opportunity, members are encouraged to act transparently and, where appropriate, coordinate

Members are expected to comply with the professional and ethical standards applicable to actuaries, including those of the IA|BE.

Art. 12 – Liability

The Association is a de facto association and does not have a legal personality.

- It does not provide professional advice as such
- Each member acts solely in their own name and under their own responsibility
- No member may bind the Association or other members toward third parties

Art. 13 – Intellectual Property and Use of Shared Materials

Unless otherwise agreed:

- Tools, models, documents, or materials shared by a member remain their intellectual property
- Other members may use such materials for internal purposes, with appropriate acknowledgment
- Any external use, distribution, or commercial exploitation requires prior consent of the originating member

Art. 14 – Governance and Coordination

The Association may appoint one or more **coordinators** (on a rotating or fixed basis) responsible for:

- Organising Regular Meetings and the Annual Meeting of the Association
- Facilitating communication between members
- Managing shared tools or platforms (e.g. Teams)
- Developing/maintaining the web site



The roles are informal and do not confer any legal representation power.

Art. 15 – Dissolution

In the event of dissolution of the Association:

- Any remaining assets or funds shall be allocated among members or used for purposes aligned with the objectives of the Association, as decided at the Annual Meeting of the Association
- Confidentiality obligations shall continue to apply in accordance with Article 6

Art. 16 – Business Continuity and Mutual Support

Members may, in the context of their professional activities and regulatory obligations (including outsourcing and business continuity requirements), refer to the existence of the Association as a professional network of independent actuaries.

In this context:

- The Association may facilitate informal mutual support between members in case of temporary unavailability of a member
- Such support is provided on a **best-efforts basis only**, without any obligation for other members to accept or perform such replacement
- Any intervention by another member shall be subject to a **separate bilateral agreement** between the concerned parties

The Association itself does not provide services and cannot be considered as a subcontractor or service provider.

Each member remains solely responsible for ensuring compliance with their own regulatory and contractual obligations, including business continuity requirements.

Art. 17 – Applicable Framework

The Association operates as a Belgian de facto association.

It functions in a flexible and informal manner, in a spirit of collaboration and mutual trust.



SIGNATURES

Signed in Leuven, 29 May 2026

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