REGSOL/JUSTRESTART USER REGULATIONS – Public section

(version 24/11/2026)

1 DEFINITIONS AND PURPOSE

1.1. For the purposes of these Regulations, the terms below have the following meanings:

1.1.1. "Act":

1.1.2. as regards the RegSol Register, Book XX "Insolvency of Companies", in the Code of Economic Law (WER), including all supplementary legislation and implementing decrees, as well as the terms and modalities of collection in the context of the RegSol Register;

1.1.3. as regards the JustRestart Register, Articles 1675/2 et seq. of the Judicial Code (Ger.W.), including all supplementary legislation and implementing decrees, as well as the terms and modalities of collection in the context of the JustRestart Register;

1.1.4. "Register": the computerised databases listed below, each in respect of:

1.1.5. RegSol Register: the register as defined in Title 1, Chapter 3 of Book XX "Insolvency of Companies", in the Code of Economic Law;

1.1.6. The JustRestart Register: the Central Register of Collective Debt Settlements (CSR), as defined in Articles 1675/2 et seq. of the Judicial Code;

1.1.7. Administrator: the Administrator of the Register, namely the Ordre des Barreaux Francophones et Germanophone (OBFG) and the Order of Flemish Bars (OVB);

1.1.8. "User(s)":

1.1.9. As regards the RegSol Register: magistrates including members of the public prosecutor's office, court clerks, public prosecutor's office secretaries, bankruptcy trustees, examining magistrates and delegated judges, insolvency officers referred to in the Act, as well as creditors, debtors, bankrupts and third parties referred to in the Act and their representatives;

1.1.10. As regards the JustRestart Register: the magistrates of the judicial order referred to in Article 58bis Judicial Code, the debt mediators, the debtors, the creditors, the third parties providing professional legal assistance, the Administrator as well as the data protection officer in the performance of his/her duties, officials of the Federal Public Service Economy, SMEs, Self-Employed and Energy in charge of paying the lists of fees, expenses and emoluments of the debt mediator;

1.1.11. "Account Administrator": the person appointed by the account as responsible for the management, within its organisation, of the accesses to the public section by its appointees, in the broadest sense of the term;

1.1.12. "Parties": the Administrator on the one hand and each User on the other hand.

1.2. These Regulations are intended to define the modalities of use of the Register by the Users and to establish the agreement that arises between the Parties – and results from – the use of the Register.

1.3. By consulting the Register, the User agrees to these Regulations and consents to them without reservation.

2 DESCRIPTION OF THE REGISTER

2.1. The Register contains data and records relating to insolvency proceedings, i.e. all

(i) bankruptcies that were open on 01 April 2017, date of start of the register, and this for all actions taken after 01 April 2017;

(ii) bankruptcies opened after 01 April 2017;

(iii) closed preparation for bankruptcy, opened after 01 September 2023;

(iv) amicable agreements extrajudicial reorganisation proceedings;

(v) proceedings of judicial reorganisation, public and closed, opened after 1 May 2018, whereby the judicial decision terminating the proceedings was taken less than thirty (30) years ago;

(vi) transfer procedures under judicial authority, opened after 01 September 2023;

(vii) collective debt settlements that were open on 02 November 2023, date of start of the register, and for which final transactions were made less than five (5) years ago;

(viii) collective debt schemes opened after 02 November 2023 and for which the final transactions were made less than five (5) years ago;

(ix) revocations of an amicable or judicial settlement procedure in application of Article 1675/15 §1, less than five (5) years ago.

2.2. The Register serves as an authentic source for all deeds and records contained therein.

2.3. The Register allows Users to manage the procedures contained therein, in accordance with the rules laid down in the various legislations and royal decrees.

2.4. The Register operates and is managed by the Administrator according to the principles of continuity, mutability and equality of public services.

2.5. Both RegSol and JustRestart are each divided into two separate parts. These two separate parts of the Register are accessible depending on the status of the Users, namely:

- a public part for debtors, creditors and third parties providing legal assistance on a professional basis and third parties/interested parties, provided they are recognised and have obtained authorisation in accordance with the applicable legal provisions;
- a private part for magistrates, court clerks, public prosecutors, public prosecutors' office secretaries, settlement experts, court officers, debt mediators, examining magistrates and delegated judges, acting within the scope of their statutory duties.

3 ACCESS TO THE REGISTER

3.1. The Register is normally accessible to Users who comply with the Regulations. RegSol and JustRestart can be accessed through the Internet address Regsol.be.

3.2. The Register can be accessed only by Users who have computer equipment and an adequate Internet connection.

3.3. The equipment and material resources as well as the required connections for accessing the Register are the sole responsibility of the Users.

3.4. The Register can be accessed by creating a personal account specific to each User. To do so, each User must have at least one means of authentication supported by the Register, as indicated on the Register's website. If the User provides an email address when creating the account, the User must ensure that this email address is and remains effectively accessible to him or her for the entire period during which the User uses the Register, and that the User consults the email address on a regular basis, as required for the careful management of the insolvency file. The User will amend the email address when necessary to enable continuous and efficient communication. The User accepts the legal validity of correspondence via email, and

must take all necessary steps to ensure that emails originating from the Administrator and/or the Register are not blocked or filtered.

3.5. Insofar as an Account Administrator has been appointed for access to multiple files by one or more of his/her appointees, they manage their own access and that of his/her appointees under his/her own sole responsibility. The Administrator is not responsible for the correct addition or deletion of users within an account. The Administrator disclaims all responsibility in case of misuse of accounts by the appointees and/or the Account Administrator, without prejudice to the ability of the Administrator to recover the costs and damages caused as a result of the misuse on the part of the Account Administrator.

3.6. The Users are solely responsible for the security of their means of authentication, including but not limited to the choice of an email address, PIN code, password and/or smart card, and for ensuring the confidentiality and accessibility of these authentication means. The Administrator will be entitled to attribute any use of the Users' account to the Users personally and/or to the company or organisation that they claim to represent. The Administrator disclaims all responsibility in the event of any defects in the Register or misuse of accounts resulting from incorrect information provided by the Users when creating their personal account, or from any mismanagement by the Users of their account, in particular but not limited to sharing email addresses or passwords with third parties, the use of an account in the name and on behalf of a company or organisation after the User(s) no longer has/have representative authority, negligence in the transfer of specific files when a User no longer has the authority to manage it personally, or for choosing a trivial or easily guessed password, or a password already used on other websites.

3.7. The Administrator uses information engineering that provides an appropriate level of security with respect to the Register, and in particular:

- ensures secure origin of access through appropriate security techniques;
- ensures confidentiality of access;
- allows the User to be unambiguously identified and authenticated and for the time of access to be unambiguously determined;
- registers or logs a proof of access in the Register;
- records or logs the following data in the Register: the identity of the User, the date and time of access; the bankruptcy file that is accessed, the docket number and the court before which the case is pending; the modalities of access with the type of action;
- temporarily prevents the User's access where there is evidence of a security risk for as long as that risk is present; and
- reports system errors and records the times when system errors prevent access and systematically make these periods available to stakeholders.

3.8. The Users accept that these measures are appropriate, and will in turn take appropriate measures to ensure the security and confidentiality of the systems they use to access the Register, including by installing the necessary updates, using virus scanners, firewalls and other security software, and ensuring the confidentiality and accessibility of their account. If a User suspects that an unauthorised person has knowledge of his/her access data to his/her personal account or data accessible as a result thereof, he/she will notify the Administrator as soon as possible.

3.9. If the User does not ensure these security measures, or if there are indications of a security risk, the User may be temporarily denied access for as long as this risk is present.

Such a security risk is also deemed to be present when, among other things, the user has performed automated tasks in the Register via software (bots), when abnormal traffic is detected, or when the user has not paid the fees due by the specified deadline and such fees are unpaid at the time the user wishes to access the Register.

3.10. The Users accept the use of cookies by the Register, as contained in the privacy statement, available at https://www.regsol.be/Downloads/Privacy_EN.pdf.

4 NOTIFICATION

4.1. Notifications are made through the Register platform. Users can indicate on the platform that they wish to be notified of notifications or new data in the Register via email. It is the responsibility of the Users to set up and manage email notifications and regularly consult the Register for new notifications.

5 DATA RETENTION PERIOD

5.1. The registered data added by the User to the RegSol Register will be retained by the Administrator for thirty (30) years from the date of (the judgement of) the closure of the insolvency file, unless otherwise required by law. At the end of this period, the data will be transferred to the State Archives and removed from the Register.

5.2. The registered data added by the User to the JustRestart Register will be retained for five (5) years following the end of the final operations of the collective debt settlement proceedings, unless otherwise required by law. At the end of this period, the data will be transferred to the State Archives and removed from the Register.

6 FINANCIAL TERMS

6.1. In the cases determined by the King and in the manner prescribed by him, the use of the Register will result in the collection of a fee by the Administrator.

6.2. The amount of the fees will be adjusted automatically on 1 January of each year to reflect changes in the consumer price index using the following formula: the new amount is equal to the basic amount multiplied by the new index figure and divided by the starting index figure. The starting index figure will be that of the month of December of the year during which the amount of the fee is determined. The new index figure will be that of the month of December of the year preceding the first of January of the year during which the adjustment is made.

6.3. The collection of the fees by the Administrator will be performed through electronic debit notes. The Users accept that these electronic debit notes may be transferred via email or through the platform of the Register with notification by email. The Users accept electronic debit notes thus transmitted as original, without additional receipt of a paper version.

6.4. Without prejudice to any form of immediate and advance payment of fees as required by the Administrator, all debit notes will be payable within fifteen (15) calendar days from the date of dispatch by the Administrator. Any unpaid amounts will be increased from the due date by operation of law and without prior notice – and the User will be liable accordingly – with daily interest on arrears calculated on the basis of the statutory interest rate plus 4%, as well as with a lump-sum fee of €50 to offset the administrative costs for the payment reminders. In case of judicial collection, the Administrator may in any case claim the statutorily prescribed contribution towards the other party's legal representation costs, even if it has to give up the aforementioned fee.

7 GUARANTEES

7.1. The Administrator will endeavour to ensure the smooth operation of the Register to the best of its ability.

7.2. To the extent permitted by applicable law, the Administrator does not guarantee uninterrupted operation of the Register or an error-free user experience. The Administrator does not in any way control the content of documents in the Register. The Administrator does not guarantee any verification of the accuracy of the data entered into the Register by third parties (including, but not limited to, Users). Users are responsible for the accuracy and updating of the data they enter in the Register, and will immediately inform the Administrator if they discover the existence of objectively incorrect data in the Register.

7.3. Users undertake not to introduce into the Register any data that is inaccurate, untruthful or misleading, or that contains viruses, bugs or any defects, as well as files that may affect the Register, including by accessing or acting in any way in files to which they are not entitled under the Act.

7.4. The Administrator will ensure additional developments, beyond the requirements imposed by the Act. The development of such functionalities can only be considered by the User as a means to manage its files in a more efficient manner, without the Administrator committing to any specific and permanent result. The Administrator reserves the right to shut down these functionalities if it is impossible for it to continue to ensure their correct operation. Accordingly, the Administrator undertakes to inform the User in a timely and adequate manner.

7.5. When judicial reorganisation proceedings are initiated, RegSol offers the option of drawing up the creditors' module by means of artificial intelligence, in order to simplify, among other things, the management of the list of creditors and the exchange of messages and official communications between the various parties involved. For this purpose, the files uploaded by the User are analysed and a proposed list of creditors and claims is generated. This function is an additional development within the meaning of Article 7.4.

7.6. However, the proposed data may be incomplete, incorrect, duplicated or misinterpreted. It is the sole responsibility of the User to check the proposed list of creditors and claims carefully and to correct it where necessary before confirming it in the list of creditors. By filing the petition with all supporting documents, including the list of creditors he/she has checked, the User confirms the accuracy of their contents.

7.7. This function does not take any legal decision, does not assess claims and does not replace human review or legal advice. Without prejudice to this Article 7, the User remains solely responsible for the accuracy and completeness of the data he/she adds to the petition.

7.8. The uploaded files and the data extracted from them are not retained and are not used to train models. The model runs in an isolated environment within the European Economic Area that is not accessible to third parties. The processing is explained in more detail in the privacy statement.

8 RESPONSIBILITY AND LIABILITY

8.1. To the extent permitted by applicable law and with the exception of fraud, the Administrator disclaims any liability – and the User indemnifies him/her – for any indirect damages, including but not limited to, loss of profit, loss of revenue, savings, loss of opportunities to profit or avoid loss, loss of business, clients and data as well as claims of third parties resulting from any defect of the Register, even hidden, and from any error, even a grave error, attributable to the Administrator as well as for any general costs associated with the use of the Register by

the Users as well as for any liability for direct damages, i.e. other than those described above, if such liability would exceed €1500. The Administrator will then, if applicable, be liable for damages and interest, but only for directly proven damages and up to a maximum of €1500.

8.2. The Administrator does not control the content of the Register and is not liable for the data uploaded or entered into the Register by Users. Users are solely responsible for the accuracy of the data and files posted in the Register, under penalty of prosecution for forgery.

8.3. Despite the care taken with the Register, the Administrator will not be liable for the failures of the Register originating from the maintenance of the Register, nor for disruptions of electrical load or of the connection between the servers on which the Register is managed and the computer equipment of the Users. The Administrator will not be held liable for any defect, incorrect setting or failure of configuration of the Users' IT systems.

9 DISRUPTIONS

9.1. In case of disruptions to the Register, access rights to the Register under the Act may be exercised in the form of non-electronic inspection, notices, deposits and declarations to the recipient designated by the Act.

9.2. Once the disruption to the Register has ended, the User, where appropriate in cooperation with the Administrator, will update the Register recording the operations performed during the period of failure with the date of the operation as the date.

9.3. In case of disruptions to the Register, the User who had requested access will be informed by the Administrator (if applicable, by a message on the login screen).

9.4. The electronic logging by the Administrator of the general and specific operation of the Register, including its defects, will serve as evidence between the Parties, including as to the recording of data and their content.

10 INTELLECTUAL PROPERTY

10.1. The Users are and remain the holders of, if any, all the information and data they place in the Register, for which they are also responsible.

10.2. The hardware, software and documentation made available to the Users are protected by copyright. Unless and to the extent Belgian statutory copyright exceptions apply, any display, adaptation, distribution or communication to the public of this protected material requires express prior consent. The Administrator is and remains the owner of the intellectual property rights to all hardware, software and documentation made available to the Users in connection with the use of the Register.

10.3. All other intellectual property rights applicable to the Register, associated applications and their content (including trademark rights, registered and unregistered drawing and model rights, patents, database rights, domain names and trade secrets) are the exclusive property of the Administrator or its relevant partners. These Regulations do not grant the Users any intellectual property rights to the Register, its components or the data and information not posted by them in the Register. Their temporary provision cannot be considered as any transfer of intellectual property rights for the benefit of the Users.

10.4. The Administrator grants only a non-exclusive, personal and non-transferable right to temporarily use the Register, limited to what is necessary to access and use the Register. Such right will automatically terminate once the Users cease to use the Register.

10.5. The Users undertake not to use the Register, its components or the data and information not posted by them in the Register in a way that could constitute an infringement of the intellectual property rights of the Administrator.

11 DATA PROTECTION

11.1. As established in the Act, the Administrator acts as a data controller of the personal data in the Register, and will process the data only for the purposes provided for in the Act. Users are only entitled to process data in the Register as established by the Act. The Users and the Administrator will respect the confidentiality of the data in the Register. Article 458 of the Penal Code applies to them.

11.2. Users are responsible for protecting their personal account and for all activities taking place under their account. If a User suspects that an unauthorised person has knowledge of his/her access data to his/her personal account or data accessible as a result thereof, he/she will notify the Administrator as soon as possible.

11.3. Without prejudice to Article 10.1, the Administrator may make public information from insolvency proceedings and decisions, namely, the information whose publication or posting is provided for by the Act in any manner or which is reproduced in a court judgement whose pronouncement is provided for by the Act in public hearing, available to third parties, including against payment and without prejudice to the provisions on the protection of privacy.

12 PROTECTION OF PRIVACY

12.1. The Administrator will comply with its obligations as a controller within the meaning of the Privacy Protection Act. Personal data will only be processed to the extent necessary for compliance with the Act or other applicable laws, and for the pursuit of the legitimate interests of the Administrator. The Users agree that the Administrator may entrust the processing of personal data to third parties, provided that, in doing so, the Administrator ensures compliance with applicable regulations and with these Regulations.

12.2. If Users choose to use electronic payments, their personal data will be additionally processed by a third party, under the conditions and for the purposes that this third party, as controller, will make known to the Users.

12.3. Each time a debt, data item or document is loaded into the Register, a message is presented to the User containing at least the following information:

- a statement to the effect that the debt, data item or document will be kept in the relevant Register;
- as regards the RegSol Register, a statement to the effect that the following persons have access to the registered data solely for purposes of evidence by or under the Act, each in relation to what concerns it: magistrates, court clerks, the public prosecutor's office, public prosecutor's secretaries, bankruptcy trustees, examining magistrates, bankrupts, creditors, third parties providing professional legal assistance, the Administrator as well as the data protection officer in the performance of his/her duties;
- as regards the JustRestart Register, a statement to the effect that the following persons have access to the registered data and the data referred to exclusively for them within the meaning of Article 1: the magistrates of the judicial order referred to in Article 58bis of the Judicial Code, the debt mediators, the debtor, the creditors, the third parties providing professional legal assistance, the Administrator as well as the

data protection officer in the performance of his/her duties, officials of the Federal Public Service Economy, SMEs, Self-Employed and Energy in charge of paying the lists of fees, expenses and emoluments of the debt mediator;

- as regards the RegSol Register, a statement to the effect that the registered data will be retained for 30 years from the judgement of closure of the insolvency proceedings and will be transferred electronically to the State Archives after the expiry of this period;
- as regards the JustRestart Register, a statement to the effect that the registered data will be retained for five years following the end of the final transactions of the collective debt settlement procedure and will be electronically transferred to the State Archives after this period has expired
- a statement to the effect that the Order of Flemish Bars and the Ordre des Barreaux Francophones et Germanophone are the responsible parties for the processing of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals as regards the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ('GDPR'); and
- a statement to the effect that in accordance with the legislation protecting privacy in relation to the processing of personal data, the data subjects have the right to access the recorded data and to request the rectification or erasure of the data in accordance with Articles 16 and 17 of the GDPR.

13 AMENDMENTS TO THE REGISTER

13.1. The Administrator may amend the Register at any time in accordance with legal or regulatory changes.

14 AMENDMENTS TO THESE REGULATIONS

14.1. The Administrator may amend these Regulations from time to time. The amended version will enter into force and bind the Parties, including their existing agreements, 10 days after the publication of the amendment on the Register's website, unless a shorter period is imposed by the Act.

15 APPLICABLE LAW AND DISPUTE RESOLUTION

15.1. These Regulations are governed exclusively by Belgian law.

15.2. In the event of any challenge or dispute relating to these Regulations or the legal relations between the Parties as regards the Register, the Commercial Courts or, as the case may be, Labour Courts and the courts of which the City of Brussels falls within their jurisdiction, will have exclusive jurisdiction to hear them.