

REGULATIONS OF THE MANAGER FOR THE USE OF THE PUBLIC SECTION OF THE CENTRAL SOLVENCY REGISTER

In the event of a dispute with respect to the content, interpretation and/or application of these terms of usage, the Dutch version will be considered as the official source.

1. Definitions and purpose

1.1 For the purposes of these Regulations, the following concepts shall have the following meanings:

- the “Act”: Book XX “Insolvency of enterprises”, in the Code of Economic Law, including all the additional laws and implementing decrees, as well as the conditions and modalities of the recovery thereof within the framework of the Central Solvency Register;
- the “Register”: the computerised database, “Central Solvency Register” or “RegSol”, as defined by the Act;
- the “Manager”: the manager of the Register namely L'Ordre des Barreaux Francophones et Germanophone (French and German-speaking Bar Association) and the Orde van Vlaamse Balies (Order of Flemish Bars);
- the “Users”: persons who use the Register in their capacity as creditors and third parties who provide professional legal assistance, as well as any interested third party that obtains permission to access the Register in accordance with the provisions of the Act;
- the “Parties”: the Manager on the one hand, and each User on the other.

1.2 The purpose of these Regulations is to determine the usage modalities of the Register by the Users, and to set down the terms of the agreement that will arise between the Parties - that will arise from - the use of the Register.

1.3 **By creating an account and logging in into the public section of the Register (<http://www.regsol.be>), the user confirms that he/she falls into one of the categories of Users as defined above, and unreservedly accepts these Regulations.**

2. Description of the Register

2.1 The Register enables the Users to submit debt claims and other documents relating to the insolvency cases, electronically and online.

More generally, the Register contains all the data and documents relating to the insolvency proceedings. The Register shall serve as an authentic source for all deeds and data contained therein, as described in more detail in the Act.

2.2 The Register shall be operated and managed by the Manager as stipulated in the Act, and further, may only be used by the Users for the purposes specified in the Act.

3. Provisions relating to access to the Register

3.1 The Register is only accessible to Users who have computer equipment and an adequate internet connection, as well as a mobile telephone that can receive text messages (SMS).

The equipment and the material resources as well as the necessary connections to obtain access to the Register shall be the exclusive responsibility of the Users.

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- 3.2 Access to the Register will be obtained by creating a personal account specific to each User. For this purpose, each User must have at least one means of authentication that will be supported by the Register, as specified on the Register's website. If the User specifies an e-mail address when creating the account, the User must ensure that this e-mail address is and remains effectively accessible to him/her for the entire period in which the User uses the Register, and further that the User will check the e-mail address on a regular basis, as required for the careful management of the insolvency case. The User shall modify the e-mail address whenever necessary in order to enable continuous and efficient communication. The User accepts the legal validity of the correspondence via e-mail, and must take all the necessary steps to ensure that the e-mails originating from the Manager and/or the Register are not blocked or filtered.
- 3.3 The Users shall be solely responsible for the security of their means of authentication, including but not limited to an e-mail address, PIN code, password and/or smart card, depending on the selected means of authentication that are supported, and furthermore, for monitoring the confidentiality and accessibility thereof. The Manager shall have the right to attribute any use of the User's account to the Users personally and/or to the undertaking or organisation that they specify they represent. The Manager refuses to accept any responsibility in case of defects in the Register or the misuse of the accounts that arise/s due to the provision of incorrect information by the Users when creating their personal account, or in case of any improper management by the Users of their account, in particular but not limited to the sharing of their e-mail addresses or passwords with third parties, the use of a registered account on behalf of and for the benefit of an undertaking or organisation after they no longer possess any power to represent the same, negligence in connection with the transfer of specific cases when a User is no longer authorised for personal management of the same, or on account of selecting a password that is obvious or easy to decipher, or a password that has already been used on other websites.
- 3.4 The Manager uses IT technologies that provide a suitable level of security in relation to the Register, and in particular:
- to ensure the origin of the access through appropriate security techniques;
 - ensure the confidentiality of access;
 - permit the unambiguous identification and authentication of the User and that the time of access can be established unambiguously;
 - register or log a proof of access in the Register;
 - to register or log the following information in the Register: the identity of the User and, if applicable, the undertaking or organisation that he/she states he/she represents on the basis of the account, the date and time of the access; the insolvency case that is accessed, the cause list number of the case and the court before which the matter is pending; the modalities of the access, together with the type of action; and
 - to notify system errors and record the times at which system errors prevent access and to make these periods systematically available to the stakeholders.

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The Users accept that these measures are appropriate, and shall in turn take suitable measures to ensure the security and confidentiality of the systems that they themselves use in order to obtain access to the Register, including through the installation of the necessary updates, the use of virus scanners, firewalls and other security software, and monitoring the confidentiality and accessibility of their account. If a User suspects that an unauthorised person has obtained knowledge of his/her access data to his/her personal account or of data that are accessible as a consequence of the same, he/she shall notify the Manager of this fact as soon as possible.

4. Preservation period of the data

The data that the User adds to the Register shall, except where the law provides for a different period, be preserved by the Manager for thirty (30) years counting from the date of (the judgment declaring) the closure of the insolvency case. After the lapsing of this period, the data will be transferred to the National Archives and will be deleted from the Register.

5. Financial terms and conditions

- 5.1 In the cases determined by H.M. The King and in the manner prescribed by Him, the use of the Register will give ground to the collection of a fee by the Manager.

The amount of the fees shall be revised automatically on 1 January of each year by operation of law, based on the following formula, according to the pattern of the consumer price index: the new amount shall be equal to the basic amount multiplied by the new index figure and divided by the initial index figure. The initial index figure is that of the month of December of the year during which the amount of the fee is determined. The new index figure shall be that of the month of December of the year preceding the first January of the year during which the revision takes place.

- 5.2 The fees shall be collected by the Manager via electronic debit notes. The Users accept that such electronic debit notes may be transferred via e-mail, and accept the same as original, without the need to send a hard copy version of the same.
- 5.3 Without prejudice to any form of immediate and prior payment of the fees if so required by the Manager, all the debit notes are payable within thirty (30) calendar days after the month of sending by the Manager. In case any amounts remain unpaid on the due date, the User shall be liable to pay daily default interest calculated on the basis of the statutory interest plus [4%], as well as a lump sum compensation of [€50] to compensate the administrative costs for the payment reminders, by operation of law and without the need for prior notification. In case of judicial collection, the Manager may in any case demand the costs of litigation, even if he has to relinquish the compensation mentioned above, for the same.

6. Guarantees

- 6.1 The Manager shall strive to ensure the proper working of the Register to the best of his ability.
- 6.2 Insofar as permitted under applicable law, the Manager does not guarantee the uninterrupted operation of the Register or error-free user experience. The Manager is

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not responsible for any verification of the accuracy of the data entered in the Register by third parties (including Users). Users shall be responsible to ensure the accuracy and up-to-dateness of the data that they enter in the Register, and shall immediately notify the Manager if they establish the existence of objectively incorrect data in the Register.

6.3 The Users undertake not to enter any data in the Register that is incorrect, untrue or misleading, or that contains viruses, bugs or any other defects, or files that may damage the Register, including obtaining access to or to act in connection with cases to which they are not entitled under the Act in any manner whatsoever.

7. *Responsibility and liability*

7.1 Insofar as permissible by applicable law and except in case of intentional act or fraud, the Manager disclaims all liability for any indirect damage, including but not limited to, loss of profits, loss of revenue, savings, loss of opportunities to make to profits or to avoid losses, loss of business, clientele and data, as well as claims of third parties as a consequence of any defect in the Register, even if hidden.

7.2 The liability of the Manager shall always be limited in scope to the damage for which the Manager is insured as specified below, and the User expressly accepts this, with the exception of all damage compensation that exceeds the insured amounts and for which the Manager could be held liable. The Manager hereby declares that he has subscribed to a cyber policy with AIG for which the monetary consequences of his civil liability for damage caused to third parties as a consequence of the execution of his activities will be limited to a maximum of EUR 12,500,000.00.

7.3 The Users shall indemnify the Manager against all claims of third parties, including other Users, that are wholly or in part, ascribable to the wrong conduct of Users, including but not limited to any violation of these Regulations, of the law, or of the general duty of care.

7.4 The Manager shall not check the content of the Register and is not liable for the data that are uploaded, entered or processed by third parties including the Users, in the Register. The Users are responsible for the accuracy of the data and files that they place in the Register, on pain of prosecution on the grounds of forgery.

7.5 In spite of the care that is exercised in operating the Register, the Manager shall not be liable for the faults in the operation of the Register that originate in the normal maintenance of the Register, or in the conduct of third parties, including but not limited to electrical faults and disturbances in network connections. The Manager shall also not be held liable for a defect, an incorrect setting or the failure of the configuration of the computer systems of the Users or of their network connection.

8. Faults

8.1 In case of faults in the Register, the access rights to the Register will be exercised within the framework of the Act in the form of non-electronic inspection, notifications, filings and declarations to the administrator.

8.2 As soon as the fault in the Register is rectified, the User shall, wherever necessary in collaboration with the administrator and the Manager, be responsible for updating the Register, whereby the actions performed during the period of the fault are recorded with the date being the date of such actions.

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- 8.3 In case of faults in the Register, the User who had requested access will be notified by the Manager (wherever necessary through a message on the login screen).
- 8.4 The electronically logged registration by the Manager of the general and specific operation of the Register, including its defects, shall constitute proof between the Parties, including with regard to the registration of the data and their content.

9. Intellectual property

- 9.1 The Users are and remain the holders of, wherever applicable, all information and data that they place in the Register, and for which they will also be responsible.
- 9.2 The Manager is and remains the owner of the property rights, including intellectual property rights wherever applicable, on all hardware, software and documentation made available to the Users in connection with the use of the Register.
- 9.3 This Regulation does not grant Users any intellectual property rights whatsoever to the Register, its components or the data and information that were not placed by them in the Register, and their temporary provision cannot be regarded as any kind of transfer of the intellectual property rights in favour of the Users.
- 9.4 The Manager only grants a non-exclusive, personal and non-transferable right to temporarily use the Register, limited to whatever is necessary to access and use the Register as provided under the Act.
- 9.5 The Users undertake not to make any use of the Register, its components or the data and information that have not been placed by them in the Register in any manner that could constitute a violation of the intellectual property rights of the Manager.

10. Data security and protection of privacy

- 10.1 The Manager shall act as processor for the personal data contained in the Register, as laid down in the Act, and shall only process the data for the purposes provided under the Act. Users are only entitled to process the data in the Register in the manner laid down under the Act. The Users and the Manager shall respect the confidentiality of the data in the Register. Section 458 of the Criminal Code shall apply to them.
- 10.2 Without prejudice to the provisions of Clause 10.1, the Manager may, without violating the provisions relating to the protection of privacy, make available to third parties, on payment as well, any public information from insolvency proceedings and decisions, namely the information of which the law provides for the publication or display in any manner, or that is mentioned in a judicial decision, the pronouncement of which in open session is provided for under the law.
- 10.3 The Manager shall fulfil his obligations as processor within the meaning of the law for the protection of privacy. The personal data will only be processed insofar as necessary for compliance with the Act or other applicable law, and for the protection of the legitimate interests of the Manager. The Users agree that the Manager may entrust the processing of the personal data to third parties, subject to the condition that the Manager shall assume responsibility for compliance with applicable laws and for compliance with these Regulations.

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If Users opt to make use of electronic payment methods, their personal data will also be processed by a third party, subject to the conditions and for the purposes that such third party, as the processor, shall notify to the Users.

11. Changes to the Register

The Manager shall be bound at all times to modify the Register in conformity with the statutory or regulatory evolutions.

12. Final Provisions

These Regulations are exclusively governed by the laws of Belgium.

In case of dispute or difference of opinion relating to these Regulations or the legal relationships between the Parties with regard to the Register, the courts and tribunals within the jurisdiction of which the City of Brussels is located shall have exclusive competence to take cognisance of the same.

The Manager may amend these Regulations from time to time; the amended version shall come into force and bind the Parties, including their existing agreements, 10 days after the notification of the change on the Register's website, unless a shorter period is mandated by law.

Order of Flemish Bars.

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