

Regulation of KSEI No. II-B Regarding the Registration of Debt Securities And/Or Sukuk At KSEI (Attachment to the Decree of the Board of Directors of KSEI No. KEP-0023/DIR/KSEI/1020 dated October 15, 2020)

**REGULATION OF KSEI NUMBER II-B
REGARDING
REGISTRATION OF DEBT SECURITIES AND/OR SUKUK AT KSEI**

1. DEFINITIONS

In this regulation, referred to as:

- 1.1. **Debt Securities and/or Sukuk** which hereinafter will be referred to as "**EBUS**" shall be Securities in the form of bond and/or Sukuk deposited in the Collective Custody at KSEI based on the application from the Securities Issuer.
- 1.2. **PT Kustodian Sentral Efek Indonesia** which hereinafter will be referred to as "**KSEI**" shall be the company that has obtained business permit from OJK to administer business activities as the Central Securities Depository.
- 1.3. **Securities Issuer** shall be the legal entity, the Collective Investment Contract or other Party whose Securities are registered at KSEI in accordance with the provisions of the prevailing statutory regulations in the Capital Market sector.
- 1.4. **Securities Holder** shall be the beneficial owner of the Securities deposited and administered in the Securities Account.
- 1.5. **Securities Registration Agreement** shall be the agreement between KSEI and the Securities Issuer in relation to the registration of Securities issued by the Securities Issuer and deposited in the Collective Custody at KSEI in accordance with the prevailing statutory regulations.
- 1.6. **Payment Agent** shall be KSEI, who is appointed by the Securities Issuer to make the payment of interest, the principal redemption and/or the payment of other rights vested to the Securities which are registered in the Collective Custody of KSEI, as well as to carry out the conversion in the framework of the principal redemption of the Securities, in accordance with the terms and conditions stipulated in the Trust Contract, issuance agreement, memorandum of information, issuance document and/or payment agent agreement executed by the Securities Issuer and KSEI.
- 1.7. **Payment Agent Agreement** shall be the Agreement drawn up between the Securities Issuer and KSEI as the Payment Agent regarding the implementation of payment of Interest and/or Principal Value, including penalty (if any), which is drawn up by the relevant parties in the future.
- 1.8. **Securities Holder List** shall be the list issued by KSEI in relation to the Securities ownership by the entire Account Holders and/or Clients.
- 1.9. **Account Holder** shall be the Party whose name is registered as the holder of Main Securities Account.
- 1.10. **Working Day** shall be the day of administration of central Custodian services and settlement of Securities Transaction by KSEI, which is Monday through Friday, unless such day constitutes a national holiday or is declared as day-off by KSEI.
- 1.11. **Collective Custody** shall be the depository services over the Securities collectively owned by more than one Party whose interest is represented by the Custodian as referred to in the Law regarding Capital Market.

- 1.12. **Securities Account** shall be the account containing the record regarding the position of Securities and/or fund recorded at KSEI.

2. GENERAL PROVISIONS ON THE REGISTRATION OF EBUS

- 2.1. The Securities Issuer acknowledges and treats every Securities Holder as the rightful owner of EBUS in the amount of the balance of EBUS being owned and therefore, is entitled to receive the payment of interest/yield, the principal redemption and other rights related to EBUS.
- 2.2. The ownership of EBUS as referred to in point 2.1 is proven by confirmation and/or report on Securities Account issued by KSEI.
- 2.3. EBUS is registered at KSEI based on the application from the prospective Securities Issuer who will be issuing the relevant EBUS, with the mechanism as stipulated in this regulation.
- 2.4. EBUS which is registered at KSEI will be deposited in the Collective Custody at KSEI in electronic form with Rupiah denomination or in other currency in accordance with the prevailing procedure at KSEI
- 2.5. EBUS which can be registered at KSEI is as following:
- a. EBUS which is offered through Public Offering;
 - b. EBUS which is offered without undergoing Public Offering;
 - c. Marketable Certificate of Deposit; and
 - d. Other EBUS in accordance with the approval of the related authorities.
- 2.6. Mechanism for the registration at KSEI for Certificate of Deposit, or EBUS in other forms, refers to the mechanism stipulated in this Regulation of KSEI, unless stipulated otherwise in the prevailing statutory regulations and/or the Regulation of KSEI.
- 2.7. Registration of EBUS is carried out based on written agreement with the following provisions:
- 2.7.1. The Prospective Securities Issuer who will be registering EBUS at KSEI will be obliged to execute the Securities Registration Agreement with KSEI by using the standard contract stipulated by KSEI.
- 2.7.2. In the event that it is prescribed in the statutory regulations and/or the regulation of KSEI, the prospective Securities Issuer will be obliged to execute the Payment Agent Agreement with KSEI by using the standard contract stipulated by KSEI, which contains, among others, the appointment of KSEI as the Payment Agent, as well as the rights and obligations of each Party related to the providing or payment of rights in relation to the ownership of Securities to the Securities Holder.
- 2.8. The Securities Issuer will be obliged to pay the EBUS registration fee in accordance with the fee provisions stipulated in the Regulation of KSEI.
- 2.9. The supporting Party in the processes of Issuance, Public Offering, offering of Securities without undergoing Public Offering and registration of EBUS at KSEI, among others, Underwriter, Arranger; Trustee, Monitoring Agent; Notary, and/or Legal Consultant, will be obliged to possess permit from OJK or to be registered at OJK as referred to in the prevailing statutory regulations.

3. PROCEDURE AND REQUIREMENTS FOR THE REGISTRATION OF EBUS

3.1. Deadline for the Registration of EBUS

- 3.1.1. Application for the registration of EBUS at KSEI must be delivered to KSEI simultaneously with the delivery of requirements which have been stipulated by KSEI completely and correctly, at the latest 5 (five) Working Days prior to the date of execution of the Securities Registration Agreement.
- 3.1.2. In the event that there is no distribution of the Certificate of Deposit, or EBUS at KSEI into the Securities Account under the name of the EBUS Holder based on the instruction of the Securities Issuer within a period of 180 (one hundred eighty) calendar days starting as of the date of Securities Registration Agreement or shorter period as stipulated in the statutory regulations, then, the Securities Registration Agreement aforesaid will automatically end and the registration at KSEI will become void.
- 3.1.3. In the event that the prospective Securities Issuer cannot fulfill the provisions as stipulated in the provisions of points 3.1.1. and 3.1.2., the prospective Securities Issuer, who is intending to continue with the registration, will be obliged to submit application for re-registration to KSEI by fulfilling the provisions for the registration as stipulated in this regulation.

3.2. Documentary Requirements in the Registration of EBUS

3.2.1. Documentary Requirements Before Distribution

- 3.2.1.1. For application of registration of EBUS at KSEI, the prospective Securities Issuer or its proxy will be obliged to attach the application aforesaid with the supporting documents in the form of or those equivalent to, among others, the following:
 - a. The official copy of the approval letter, and/or the evidence of recording from the related authorities over the issuance of other EBUS in addition to the statutory regulations;
 - b. The official copy of evidence of reporting to the Financial Services Authority over the issuance of EBUS without undergoing Public Offering in accordance with the statutory regulations.
 - c. The official copy of the articles of association of the prospective Securities Issuer along with its latest amendment, including but not limited to the deed of amendment on the composition of incumbent members of the management, as well as the approval letter or evidence of report on the amendment to the articles of association or the change of composition of the management from the Ministry of Law and Human Rights of the Republic of Indonesia;
 - d. The official copy of documents which become the basis for the issuance of EBUS, such as Trust Contract, issuance agreement, Monitoring Agent agreement, memorandum of information, final provisions sheet which becomes the issuance document, and/or prospectus as stipulated in the regulation regarding the related issuance document;
 - e. The official copy of Taxpayer Identification Number (TIN) under the name of the prospective Securities Issuer;
 - f. The official copy of the prevailing domicile letters or Business Registration Number (NIB) under the name of the prospective Securities Issuer.

- g. The original appointment letter and power of attorney for the official or officer appointed by the prospective Securities Issuer to handle the affairs with KSEI, including to execute the documents required in relation to the registration of EBUS;
 - h. The official copy of identity document from the official or officer as referred to in letter g. above;
 - i. The original power of attorney for the issuance of the Register of Securities Holders from the prospective Securities issuer to KSEI;
 - j. The specimen of company seal of the prospective Securities Issuer, signature, initial of the official and officer appointed and empowered by the Securities Issuer;
 - k. The statement letter on sharia conformity over Sukuk from Sharia Supervisory Board or sharia expertise team; and/or
 - l. Other documents required by KSEI.
- 3.2.1.2. For the document as referred to in point 3.2.1.1. letter d. above in the form of Trust Contract, the content of which must conform to the prevailing statutory regulations related to the Trust Contract.
- 3.2.1.3. For the document as referred to in point 3.2.1.1. letter d. above in the form of issuance agreement, memorandum of information, final provision sheet which becomes the issuance document, and/or the prospectus must state the provisions at the least as following:
- 3.2.1.3.1. The prospectus must to contain the information as referred to in POJK Number 9/POJK.04/2017 regarding the Form and Content of Prospectus and the Abridged Prospectus in the Framework of Public Offering of Debt Securities;
 - 3.2.1.3.2. The memorandum of information must contain the information as referred to in POJK Number 30/POJK.04/2019 regarding the Issuance of Debt Securities And/Or Sukuk Carried Out Without Undergoing Public Offering,
 - 3.2.1.3.3. The final provision sheet which becomes the issuance document must contain the provisions which at least as following:
 - a. The identity of Securities Issuer;
 - b. The name of EBUS to be issued;
 - c. The amount of principal debt or the principal value of Sukuk and the mechanism/method for the settlement/payment of principal debt or the principal value of Sukuk;
 - d. The amount of interest/yield and the mechanism/method of payment as well as the schedule of payment of interest/yield (if any);
 - e. The date of issuance;

- f. The maturity date of the principal debt in accordance with the prevailing statutory regulations;
- g. The nominal of overbooking/trading unit;
- h. The imposition of tax over revenue from EBUS;
- i. The comparability of EBUS;
- j. EBUS is deposited in the Collective Custody at KSEI;
- k. The absence of warranty;
- l. The procedure (including the possibility) of transfer of ownership of EBUS;
- m. The rights and obligations of the Securities Issuer and the Securities Holder;
- n. The sanctions over the non-fulfillment of the rights and obligations of the parties;
- o. The objectives for the utilization of fund acquired from the issuance of EBUS;
- p. The result on the ranking by the Securities Rating Company (if any);
- q. The appointment of the Payment Agent (if any); and
- r. The statement and information regarding the matters as following:
 - 1) The issuance of EBUS does not violate the prevailing statutory regulations, including the internal provisions from the Securities Issuer and the instructions from the authorized officials;
 - 2) KSEI does not carry out review, verification, and assessment over the capability of the Securities Issuer in fulfilling the obligations to the Securities Holders, including to the related Parties;
 - 3) KSEI does not give approval or effective statement over the issuance of EBUS issued by the Securities Issuer; and
 - 4) KSEI only constitutes a Central Depository Agency carrying out the recording of overbooking of EBUS and the settlement of EBUS transactions as well as will not be responsible for the fulfillment of obligations from the Securities Issuer to the Securities Holder, including to other related Parties.

3.2.1.4. For document on the issuance of EBUS as referred to in point 3.2.1.1. letter d.

above, other than having to fulfill the provisions as referred to in the Regulation of OJK related to the Trust Contract or provisions in point 3.2.1.3. above, it must also state the matters, among others, as following:

- a. The fund for the payment of the principal amount and/or the interest/yield must be made available in the account of KSEI at the latest 1 (one) Working Day prior to the payment date, at the hour as stated in the fund request letter delivered by KSEI to the Securities Issuer;
- b. The providing of fund by the Securities Issuer in the account of KSEI and the payment of the principal amount and/or the interest/yield to the Holders of EBUS by KSEI, will continue observing and considering the availability of payment system of Bank Indonesia.

3.2.1.5. For the registration of Municipal Bond or Municipal Sukuk, in addition to submitting the document requirement in the form of Trust Contract as referred to in point 3.2.1.1. letter d. above, the prospective Securities Issuer will also be obliged to attach the supporting documents in the form of or which are equivalent to, among others, as following:

- a. The official copy of Taxpayer Identification Number (TIN) under the name of the prospective Securities Issuer;
- b. The decree/power of attorney/certificate from the head of the regional government regarding the address for correspondence, and the appointment/power of attorney to the appointed official to handle the affairs with KSEI; and
- c. The specimen of regional government seal, signature, initial of the appointed official.

3.2.1.6. The change of information, party or document related to the Securities Issuer and the Issuance of EBUS must be delivered to KSEI at the latest on the same day as the effective application of the change aforesaid.

3.2.2. Document Requirements for the Distribution of EBUS into the Securities Account

3.2.2.1. In the event that KSEI will carry out distribution over EBUS into the Securities Account after the prospective Securities Issuer delivers the documents, among others, as following:

- a. The official copy of effective statement from OJK over the issuance of EBUS (if any); and
- b. The Securities distribution form executed by the prospective Securities Issuer or its proxy.

3.2.2.2. KSEI will be entitled to request other documents which are required as the requirements for the carrying out of distribution over EBUS into the Securities Account.

3.3. KSEI as the Payment Agent

3.3.1. in the event that EBUS has a tenor of more than 1 (one) year or with unlimited tenor, the Securities Issuer will be obliged to appoint KSEI as the Payment Agent acting for and on

behalf of the Securities Issuer.

3.3.2. The appointment of KSEI as the Payment Agent by the Securities Issuer will be carried out through the Payment Agent Agreement executed between the Securities Issuer and KSEI, with the format provided by KSEI, with the following provisions:

- a. For EBUS offered through Public Offering, the Payment Agent Agreement must be made in the form of a deed drawn up by a Notary registered at OJK unless otherwise stipulated in the statutory regulations in the Capital Market sector; and
- b. For EBUS which are not offered through Public Offering, the Payment Agent Agreement aforesaid will be privately drawn up provided by KSEI.

3.3.3. The costs arising from the drawing up of the Payment Agent Agreement by the Notary as referred to in point 3.3.2. letter a. above, will become the responsibility of the Securities Issuer.

3.3.4. The execution of the Payment Agent Agreement must be carried out at the latest simultaneously with the execution of the Securities Registration Agreement at KSEI.

3.3.5. The duties of KSEI as the Payment Agent are, among others, acting for and on behalf of the Securities Issuer to carry out the following actions:

- a. To carry out the distribution of payment of interest/yield over EBUS in accordance with the issuance document and the prevailing Regulation of KSEI;
- b. To make payment of the principal amount of EBUS in accordance with the issuance document and the prevailing Regulation of KSEI;
- c. To carry out conversion over EBUS to become other Securities in the Collective Custody at KSEI in accordance with the issuance document and the prevailing Regulation of KSEI; and
- d. To make tax deduction and payment of tax to the taxation authorities in relation to the implementation of payment of interest/yield over EBUS.

3.3.6. The Securities Issuer will be obliged to pay the service fee of the Payment Agent in accordance with the fee provisions stipulated in the Regulation of KSEI.

3.3.7. The Securities Issuer agrees and will be obliged to be subject to the procedure used by KSEI in performing its duties as the Payment Agent.

3.4. Registration Mechanism of EBUS at KSEI

3.4.1. KSEI stipulates the registration mechanism of EBUS which must be used by the Securities Issuer.

3.4.2. In the event that there is a condition resulting in the circumstance that the Securities registration system at KSEI cannot be used, KSEI will be entitled to stipulate other mechanism with prior notification to the public in the manner stipulated by KSEI.

3.4.3. The prospective Securities Issuer will be responsible for the utilization of, including, but not limited to the granting of access to the third party over, the Securities registration system at KSEI.

4. REJECTION ON THE REGISTRATION OF EBUS

- 4.1. KSEI will be entitled to postpone or reject the application for the registration of EBUS if the application or the relevant prospective Securities Issuer does not fulfill the requirements as stipulated in the Regulation of KSEI and other requirements or considerations stipulated by KSEI and OJK.
- 4.2. KSEI is not responsible for any losses and/or consequences which are caused due to rejection or postponement of registration of EBUS as referred to in point 4.1. above.

5. PUBLICATION OF EBUS REGISTERED AT KSEI

KSEI will be entitled to publish information related to the registration of EBUS registered at KSEI through the media stipulated by KSEI, among others, as following:

- a. EBUS which has been registered at KSEI;
- b. The annulment of registration of EBUS at KSEI along with the reasons thereof;
- c. The imposition of sanction to the Securities Issuer related to EBUS deposited at KSEI;
- d. The Securities Issuer has not yet fulfilled the obligation on the payment of principal amount and/or interest/yield over EBUS at the latest on the Distribution Date/Payment Date which has been stipulated in the issuance document and the agreement with KSEI; and
- e. Other information related to EBUS registered at KSEI and considered necessary by KSEI for public cognizance.

6. CONFIRMATION OF REGISTRATION AND REPORT ON EBUS

- 6.1. The delivery of confirmation on the registration of EBUS under the name of KSEI by the Securities Issuer as well as other reports regarding EBUS deposited at KSEI, must be carried out through C-BEST and/or other mechanism stipulated by KSEI.
- 6.2. KSEI will make available the report for the Securities Issuer regarding the ownership of EBUS issued by the Securities Issuer deposited at KSEI which are in the form of, among others, the Securities Holders List, both for the purpose of Corporate Actions or other purposes through the mechanism stipulated by KSEI.
- 6.3. In the event that there is any change, the Securities Issuer will be obliged to deliver written information to KSEI in the form of:
 - a. draft amendment to the Trust Contract, the issuance agreement, and/or the memorandum of information, at the latest 5 (five) Working Days prior to the effective application of such amendment; and/or
 - b. the final document or the final amendment to the Trust Contract, the issuance agreement and/or the memorandum of information, at the latest on the same day with the effective application of the document or the amendment aforesaid.

7. ANNULMENT OVER REGISTRATION OF EBUS

- 7.1. Annulment over the registration of EBUS which has been registered at KSEI will be carried out based on:

- a. The relevant Securities Issuer application;
 - b. The expiry of the Securities Registration Agreement;
 - c. The authority of KSEI without the approval from the Securities Issuer since the Securities Issuer does not performed its obligations to the Securities Holders based on the issuance document of EBUS;
 - d. The prevailing statutory regulations;
 - e. The sanctions imposed by KSEI;
 - f. The Securities Issuer does not make the payment of the principal amount and/or interest/yield over EBUS for more than 5 (five) Working Days and there is not any action from the Securities Issuer to remedy the condition aforesaid and/or there is not any amendment to the issuance document and the amendment to the agreement with KSEI; or
 - g. There is a court decision or instruction from the authorized institution towards the Securities Issuer or EBUS, which can become the basis for annulment.
- 7.2. The information on the annulment over the registration of EBUS as referred to in point 7.1. above, will be conveyed to the public through the media stipulated by KSEI.
- 7.3. KSEI is not responsible for any losses and/or consequences which are caused due to the annulment of registration of EBUS as referred to in point 7 of this regulation.

8. RE-REGISTRATION OF EBUS WHICH REGISTRATION HAS BEEN ANNULLED

The Securities Issuer intending to re-register EBUS whose registration at KSEI has been annulled, will be obliged to submit re-registration application to KSEI by fulfilling all registration provisions as stipulated in this regulation.

Stipulated in: Jakarta
On: October 15th, 2020

PT Kustodian Sentral Efek Indonesia

Uriep Budhi Prasetyo
President Director

Syafruddin
Director

Supranoto Prajogo
Director