Regulation of KSEI No. XI-A regarding the Procedure for the Convening of General Meeting of Shareholders by Virtue of the Granting of Power of Attorney through Electronic General Meeting System of KSEI (eASY.KSEI) (Attachment to the Decree of the Board of Directors of KSEI No. KEP-0025/DIR/KSEI/0721 of the year 2021)

### REGULATION OF KSEI NUMBER XI-A REGARDING

THE PROCEDURE FOR THE CONVENING OF GENERAL MEETING OF SHAREHOLDERS BY VIRTUE OF THE GRANTING OF POWER OF ATTORNEY THROUGH ELECTRONIC GENERAL MEETING SYSTEM OF KSEI (eASY.KSEI)

# 1. **DEFINITIONS**

- 1.1. General Meeting of Shareholders which hereinafter will be referred to as "GMS" shall be the organ of the company having the authorities that is not granted to the Board of Directors or the Board of Commissioners as referred to the Law regarding Limited Liability Company and/or the articles of association of Public Company as referred to Article 1 Number 2 of the Regulation of the Financial Services Authority Number 15/POJK.04/2020 regarding the Planning and Convening of General Meeting of Shareholders for Public Companies.
- 1.2. **Public Company** shall be the Issuer carrying out Equity Securities Public Offering or a public company as referred to in Article 1 Number 1 of the Regulation of the Financial Services Authority Number 15/POJK.04/2020 regarding the Planning and Convening of General Meeting of Shareholders for Public Companies.
- 1.3. Electronic General Meeting System of KSEI which hereinafter will be referred to as "eASY.KSEI" shall be the system for the convening of electronic General Meeting of Securities Holders which is used to support the provision of information, convening, and reporting of the general meeting of Securities holders of Public Company or Securities Issuer, as well as the provision of alternative granting of power of attorney and the exercise of voting rights in the general meeting of Securities holders.
- 1.4. **Provider of eASY.KSEI** shall be PT Kustodian Sentral Efek Indonesia as the Party providing and managing eASY.KSEI in accordance with the provisions of the laws and regulations.
- 1.5. **PT Kustodian Sentral Efek Indonesia** which hereinafter will be referred to as "**KSEI**" shall be the company who has obtained business permit from the Financial Services Authority to administer business activities as the Indonesia Central Securities Depository.
- 1.6. **Regulation of KSEI** shall be the regulation issued by KSEI and will be effective upon obtaining approval from the Financial Services Authority, including the implementing regulations issued by KSEI from time to time.
- 1.7. User of eASY.KSEI of Equity Securities which hereinafter will be referred to as the "User of eASY.KSEI EBE" shall be the Securities Issuer, the Non-Collective Custody Public Company, the Participant, the Securities Administration Agency, the shareholders, the Representatives, and other Party determined by and registered at the Provider of eASY.KSEI.
- 1.8. **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.
- 1.9. 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.
- 1.10. **Crowdfunding Services** shall be the administration of Securities offering services carried out by the issuer to sell Securities directly to the investor through open electronic system

- network as referred to in Article 1 Number 1 of the Regulation of the Financial Services Authority Number 57/POJK.04/2020 regarding the Securities Offering through Information Technology Based Crowd Funding Services.
- 1.11. Collective Custody shall be the services of safekeeping Securities owned collectively by more than one Parties whose interest is represented by the Custodian as referred to in the Law regarding Capital Market.
- 1.12. **Non-Collective Custody Public Company** shall be the Public Company whose Equity Securities which have been issued are not registered in the Collective Custody at KSEI.
- 1.13. **Securities Administration Agency** shall be the Party who based on the contract with the Issuer will carry out the registration of ownership of Securities and the distribution of rights related to the Securities as referred to in the Law regarding Capital Market.
- 1.14. Representatives shall be the party appointed by the shareholder to attend and to cast vote in the GMS as referred to Article 1 Number 6 of the Regulation of the Financial Services Authority Number 15/POJK.04/2020 regarding the Planning and Convening of General Meeting of Shareholders for Public Companies.
- 1.15. **Party** shall be the individual, company, joint business, association, or organized group as referred to in the Law regarding Capital Market.
- 1.16. **Participant** shall be the Securities Company or the Custodian Bank who has opened the Main Securities Account at KSEI.
- 1.17. Recording Date shall be the date determined by the Securities Issuer which becomes the basis for the determination of Securities Holders who are entitled to the payment or distribution of rights attached to the Securities.

### 2. GENERAL PROVISIONS

# 2.1. Provision of eASY.KSEI

- 2.1.1. eASY.KSEI will be used by the User of eASY.KSEI EBE who constitutes the Securities Issuer or Non-Collective Custody Public Company for the purpose of providing information, convening and/or reporting of GMS, and as an alternative for the shareholders to electronically grant power of attorney to the Representatives, to exercise their voting rights, and/or to attend the GMS.
- 2.1.2. The Provider of eASY.KSEI is entitled to provide or restrict the right of access of the User of eASY.KSEI EBE in using eASY.KSEI.
- 2.1.3. The Provider of eASY.KSEI is entitled to provide data or information related to the convening and reporting of GMS to other Party as stipulated in or not contradictory to the laws and regulations, including the Regulation of KSEI.
- 2.1.4. By using eASY.KSEI, the User of eASY.KSEI EBE are deemed to agree to the terms and conditions stipulated by the Provider of eASY.KSEI in the Regulation of KSEI and/or the procedure determined by the Provider of eASY.KSEI.
- 2.1.5. In the event that eASY.KSEI was not available for the convening of GMS due to force majeure events, the User of eASY.KSEI EBE shall use other mechanism agreed by the Provider of eASY.KSEI and the Securities Issuer or the Non-Collective Custody Public Company, by continue observing the provisions of the laws and regulations. Force majeure as referred to in this point will be determined by the Provider of eASY.KSEI with written notification to the related parties.

2.1.6. The provisions regarding the providing, use, restriction of right of access to eASY.KSEI, and/or the providing of data or information related to the convening of the GMS through eASY.KSEI will be further stipulated in the circular letter.

#### 2.2. User of eASY.KSEI EBE

- 2.2.1. In using eASY.KSEI, the User of eASY.KSEI EBE shall comply with the provisions in the laws and regulations, including the Regulation of KSEI, also responsible for the entire actions which are being taken, including the conformity over the use of eASY.KSEI.
- 2.2.2. The User of eASY.KSEI EBE who constitutes a Securities Issuer
  - 2.2.2.1. The Securities Issuer who may use eASY.KSEI for the needs as referred to point 2.1.1. shall be the Securities Issuer that issuing shares and fulfill the requirements as stipulated in the Regulation of KSEI.
  - 2.2.2.2. The Securities Issuer that offer its shares through information technology-based securities Crowdfunding Services, may use eASY.KSEI for the purposes as referred to in point 2.1.1. by fulfilling the requirements stipulated in the Regulation of KSEI.
  - 2.2.2.3. The Securities Issuer as referred to in points 2.2.2.1 and 2.2.2.2. shall sign the Securities Registration Agreement with KSEI using the standard contract determined by KSEI before using eASY.KSEI services.
  - 2.2.2.4. The User of eASY.KSEI EBE who constitutes the Securities Issuer shall continue to deposit its shares in the Collective Custody at KSEI in accordance with the requirements and mechanism stipulated in the Regulation of KSEI in the event that it wishes to use eASY.KSEI.
  - 2.2.2.5. The Securities Issuer will be responsible for the granting of access and/or the use of eASY.KSEI by its employees, the Securities Administration Agency and/or its appointed Organizer of the Crowdfunding Services.
  - 2.2.2.6. The Securities Issuer will be responsible for the conformity, completeness, and the availability of the information conveyed in eASY.KSEI, including, but not limited to, the conformity and completeness of the agenda of the GMS delivered by the Securities Issuer through eASY.KSEI, unless there was any mistake other than due to the fault of the Securities Issuer.
  - 2.2.2.7. The Securities Issuer shall ensure that the materials for the agenda of the GMS presented during the convening of the GMS are the same as the materials for the agenda of the GMS delivered in the convocation for the GMS, unless stipulated otherwise by the laws and regulations.
  - 2.2.2.8. The Securities Issuer shall ensure the conformity of the convening of the GMS to the prevailing laws and regulations and will indemnify KSEI from the liability over the convening of the GMS by the Securities Issuer, unless for the obligations and responsibilities of KSEI as the provider of electronic GMS convening system in accordance with the laws and regulations.
  - 2.2.2.9. The Securities Issuer shall ensure and responsible for the conformity between the result of the convening of the GMS at eASY.KSEI and the announcement of the results of the GMS and/or the minutes of the GMS drawn up by the notary.

- 2.2.2.10. In the event that the convening of the GMS was not held through eASY.KSEI, the Securities Issuer is responsible for the utilization of the shareholders list obtained from KSEI.
- 2.2.3. The User of eASY.KSEI EBE who constitutes Non-Collective Custody Public Company
  - 2.2.3.1. The Non-Collective Custody Public Company who may use eASY.KSEI for the purpose as referred to in point 2.1.1., shall be the Non-Custody Public Company issuing shares and fulfilling the requirements stipulated in the Regulation of KSEI.
  - 2.2.3.2. The Non-Collective Custody Public Company as referred to in point 2.2.3.1 shall sign the utilization of eASY.KSEI services agreement with the Provider of eASY.KSEI by using the standard contract determined by the Provider of eASY.KSEI before using the eASY.KSEI services.
  - 2.2.3.3. The Non-Collective Custody Public Company shall deliver the shareholders list which constitutes the record of share ownership on the Recording Date to the Provider of eASY.KSEI at the latest on the Recording Date through the mechanism determined by the Provider of eASY.KSEI in the circular letter.
  - 2.2.3.4. The Non-Collective Custody of Public Company is responsible for the conformity and correctness of the shareholders list being delivered as referred to in point 2.2.3.3.
  - 2.2.3.5. The provisions stipulated in points 2.2.2.4 up to 2.2.2.10 are applicable mutatis mutandis to the User of eASY.KSEI EBE who constitutes a Non-Collective Custody Public Company.
- 2.2.4. The User of eASY.KSEI EBE who constitute the Representatives
  - 2.2.4.1. The Representatives may use eASY.KSEI to receive and/or exercise the power of attorney from the shareholders in accordance with the mechanism determined by the Provider of eASY.KSEI by continue observing the provisions of the laws and regulations.
  - 2.2.4.2. The Party who may become the Representatives in eASY.KSEI are as follows:
    - The Participant, in accordance with the share ownership by the shareholder who becomes its client:
    - The Securities Administration Agency, Crowdfunding Services Organizer, or other Party appointed by the Securities Issuer or the Non-Collective Custody Public Company, as the Representatives provided by the Securities Issuer or the Non-Collective Custody Public Company; or
    - c. The Representatives appointed by the shareholder, other than those in letter a or b above.
  - 2.2.4.3. The Securities Issuer or the Non-Collective Custody Public Company using the Securities Administration Agency may appoint the Securities Administration Agency as the Representatives provided by the Securities Issuer or the Non-Collective Custody Public Company.

- 2.2.4.4. The Securities Issuer who offer its issued shares through Crowdfunding Services shall appoint the Crowdfunding Services Organizer as the Representatives provided by the Securities Issuer.
- 2.2.4.5. In the event that the Securities Issuer or the Non-Collective Custody Public Company did not use the Securities Administration Agency to administer its shares or the appointed Securities Administration Agency was unable to attend the GMS, therefore:
  - 2.2.4.5.1. The Securities Issuer or the Non-Collective Custody Public Company shall appoint other Party as the Representatives provided by the Securities Issuer or the Non-Collective Custody Public Company that fulfill the requirements stipulated in the laws and regulations; and
  - 2.2.4.5.2. The Securities Issuer or the Non-Collective Custody Public Company shall attach the document on curriculum vitae or experiences of the Representatives provided by the Securities Issuer or the Non-Collective Custody Public Company aforesaid by uploading it through the GMS supporting document column in eASY.KSEI.
- 2.2.4.6. The Party who receives the power of attorney as referred to in point 2.2.4.2. must have been registered in eASY.KSEI and shall fulfill the requirements in accordance with the laws and regulations and/or the Regulation of KSEI.
- 2.2.4.7. The Representatives is responsible for the conformity of the utilization of eASY.KSEI either by himself, the employee as its appointed Representative, or its appointed substituting Representatives, including in the exercise of the power of attorney granted by the shareholders, with the prevailing laws and regulations.
- 2.2.4.8. The authority of the Representatives in acting for and on behalf of the shareholders are subject to the laws and regulations. The Representatives shall be responsible for and shall ensure the conformity of such authority with the laws and regulations.
- 2.2.5. The User of eASY.KSEI EBE who constitutes a Shareholder
  - 2.2.5.1. The Shareholder who is entitled to attend the GMS convened by the Securities Issuer or the Non-Collective Custody Public Company may use eASY.KSEI to grant power of attorney and/or to exercise its voting rights in accordance with the mechanism determined by the Provider of eASY.KSEI by continue observing the provisions of the laws and regulations.
  - 2.2.5.2. The use of eASY.KSEI by the shareholder as referred to in point 2.2.5.1. will be further stipulated in the circular letter.
  - 2.2.5.3. The shareholder granting power of attorney and/or casting votes electronically through eASY.KSEI, is responsible for the conformity and the exercise of right of access in eASY.KSEI, including the appointment of Representatives and/or the exercise of voting rights cast through eASY.KSEI.

#### 2.2.6. Other Party

- 2.2.6.1. Other Party may use eASY.KSEI for the purposes as referred to in point 2.1.1 to the extent fulfilling the provisions of the laws and regulations and/or the Regulation of KSEI.
- 2.2.6.2. The provisions regarding the use of eASY.KSEI by other Party as referred to in point 2.2.6.1 will be further stipulated in the circular letter.
- 2.2.7. The User of eASY.KSEI EBE shall ensure that the provision of data and/or information related to the convening and reporting of the GMS to other Party has conformed to or does not contradicted with the prevailing laws and regulations, including the Regulation of KSEI.
- 2.2.8. In the event that there is a discrepancy between the record on share ownership in eASY.KSEI and the record on share ownership at the User of eASY.KSEI EBE and/or the result of the convening of the GMS, then, the User of eASY.KSEI EBE shall adhere to the mechanism and procedure determined by the Provider of eASY.KSEI.
- 2.2.9. Each User of eASY.KSEI EBE is responsible for any obligations, losses, charges, legal actions which might arise from any Party whomsoever, as the result of the non-conformity in the utilization of eASY.KSEI by the User of eASY.KSEI EBE.

# 2.3. Confidentiality of Information in eASY.KSEI

The Users of eASY.KSEI EBE in accordance with their respective authorities, shall be responsible for the confidentiality of information, including over the protection of personal data stored in eASY.KSEI, unless stipulated otherwise in the laws and regulations that such information are public information.

#### 2.4. Utilization of eASY.KSEI Fees

The utilization of eASY.KSEI will be charged with a fee, the amount and payment mechanism of the fee will be stipulated in the Regulation of KSEI.

# 3. PROCEDURE FOR THE GRANTING OF RIGHT OF ACCESS TO eASY.KSEI

- 3.1. Granting of Right of Access to eASY.KSEI to the Securities Issuer and the Non-Collective Custody Public Company
  - 3.1.1. The granting of right of access to eASY.KSEI by the Provider of eASY.KSEI to the Securities Issuer will be carried out after the Securities Issuer signed the Securities Registration Agreement with KSEI, containing, among others, regarding the rights and obligations of the Securities Issuer in the utilization of eASY.KSEI.
  - 3.1.2. The granting of right of access to eASY.KSEI by the Provider of eASY.KSEI to the Non-Collective Custody Public Company will be carried out after the Non-Collective Custody Public Company signed the utilization of eASY.KSEI services agreement, containing, among others, regarding the rights and obligations in the utilization of eASY.KSEI.
  - 3.1.3. In the event that the Securities Issuer and the Non-Collective Custody Company have fulfilled the requirements to obtain access to eASY.KSEI as stipulated in points 2.2.2. and 2.2.3, every Securities Issuer or Non-Collective Custody Company will be provided with 1 (one) right of access into eASY.KSEI.

- 3.1.4. The Securities Issuer and the Non-Collective Custody Company may give their respective right of access to 1 (one) or more of its appointed employees.
- 3.1.5. The provision of right of access to eASY.KSEI to the employees as referred to in point 3.1.3, including their substitution or removal, shall be stipulated in the internal procedure of the Securities Issuer.
- 3.1.6. The Provider of eASY.KSEI is entitled to give access to eASY.KSEI on behalf of the Securities Issuer or the Non-Collective Custody Public Company to the Party, other than the Securities Issuer or the Non-Collective Custody Public Company, who based on the laws and regulations or the court decision are entitled to make announcement for the GMS or the convocation for the GMS.
- 3.1.7. The granting of access to eASY.KSEI as referred to in point 3.1.6 will be carried out upon the written request from the Party who is granted with the right to make the announcement of the GMS or the convocation for the GMS based on the laws and regulations or the court decision.
- 3.1.8. The provisions regarding the granting of access as referred to in point 3.1.5 will be further stipulated in the circular letter.

# 3.2. Granting of Right of Access to eASY.KSEI to the Participant

- 3.2.1. The Provider of eASY.KSEI gives right of access to eASY.KSEI to the Participant for the purpose of receiving and/or exercising the authority as referred to in point 2.2.4.1, including to substitute the aforesaid authority, as well as for other purposes in accordance with the functions and authorities of the Participant stipulated in the laws and regulations.
- 3.2.2. Every Participant is granted with 1 (one) right of access into eASY.KSEI and the Participant may give the aforesaid right of access to 1 (one) or more of its appointed employees.
- 3.2.3. The granting of right of access to eASY.KSEI to the employees as referred to in point 3.2.2, including their replacement or removal, shall be stipulated in the internal procedure of the Participant.

#### 3.3. Granting of Right of Access to eASY.KSEI to the Shareholder

- 3.3.1. The Provider of eASY.KSEI will grant the right of access to eASY.KSEI to the shareholder who is entitled to attend the GMS based on the laws and regulations and the articles of association of the Securities Issuer or the Non-Collective Custody Public Company, as well as who fulfill the following requirements:
  - a. Possessing Single Investor Identification (SID);
  - b. Registered as the user of AKSes; and
  - Other requirements determined by the Provider of eASY.KSEI in the circular letter.
- 3.3.2. The Participant shall ensure that the shareholder who constitutes its client have the right of access to eASY.KSEI in the event that they wish to use eASY.KSEI, provided that it fulfills the requirements determined by the Provider of eASY.KSEI as referred to in point 3.3.1.

## 3.4. Granting of Right of Access to eASY.KSEI to other Party

The provisions regarding the granting of right of access to eASY.KSEI to the User of eASY.KSEI EBE who constitutes other Party as referred to in point 2.2.6 will be further stipulated in the circular letter of KSEI.

#### 4. PROCEDURE FOR THE UTILIZATION OF eASY.KSEI

#### 4.1. GMS Announcement

- 4.1.1. In the event that the Securities Issuer uses eASY.KSEI, therefore, the Securities Issuer shall input data and information related to GMS announcement through eASY.KSEI in accordance with the mechanism determined by the Provider of eASY.KSEI by continue observing the provisions of the laws and regulations.
- 4.1.2. The information in the announcement of the GMS which is not available in the column in eASY.KSEI may be uploaded through the GMS' supporting documents column in eASY.KSEI.
- 4.1.3. The Securities Issuer shall ensure and be responsible for the data and information on GMS announcement as referred to point 4.1.1. and 4.1.2 has complied with the provisions regarding GMS announcement as stipulated in the laws and regulations and/or the articles of association of the Securities Issuer.
- 4.1.4. The Securities Issuer shall ensure and responsible for the GMS Announcement as referred to point 4.1.1. and 4.1.2 is the same as the announcement of the GMS published by the Securities Issuer through the website of the Securities Issuer, Crowdfunding Services Organizer, Stock Exchange and/or other media required by the laws and regulations.
- 4.1.5. In the GMS announcement, besides informing the matters which have been stipulated in the laws and regulations, the Securities Issuer shall also inform the appointment of the Representatives who is provided by the Securities Issuer in accordance with the provisions in the Regulation of KSEI.
- 4.1.6. The GMS Announcement as referred to in point 4.1.1 and 4.1.2. will be published to the public through the website of the Provider of eASY.KSEI in accordance with the mechanism stipulated by the Provider of eASY.KSEI.
- 4.1.7. The information regarding the GMS announcement must be conveyed in the Indonesian Language and the English Language with the mechanism stipulated by the Provider of eASY.KSEI. In the event that there is another language, other than the Indonesian Language and the English Language, the information aforesaid shall be delivered in the document which are uploaded as referred to in points 4.1.2.
- 4.1.8. The provisions regarding the GMS announcement stipulated in point 4.1.1. up to point 4.1.7. are applicable mutatis mutandis to the GMS announcement made by the Non-Collective Custody Public Company and the Party other than the Securities Issuer or the Non-Collective Custody Public Company as referred to in point 3.1.6.

#### 4.2. Convocation for the GMS

4.2.1. In the event that the Securities Issuer uses the services of eASY.KSEI, therefore, the Securities Issuer shall input the data and information on the convocation for the GMS through eASY.KSEI with the mechanism determined by the Provider of eASY.KSEI, and with due observance of the laws and regulations.

- 4.2.2. The Securities Issuer shall ensure and be responsible for the convocation for the GMS as referred to in point 4.2.1, has complied with the provisions regarding the convocation for the GMS as stipulated in the laws and regulations and/or the articles of association of the Securities Issuer.
- 4.2.3. In conveying the agenda in the convocation for the GMS, the Securities Issuer shall fulfill the provisions, among others, as following:
  - a. Each agenda shall be inputted into the provided column and separated between one agenda to another agenda.
  - b. Each agenda shall be supplemented by explanation and narration of the resolution to be adopted in the GMS.
  - c. Provide specific marking on the provided column in eASY.KSEI in the event that there is agenda which will only be attended by the independent shareholders or certain shareholders in accordance with the mechanism stipulated in the circular letter.
  - Upload the information regarding the general terms and conditions of the GMS (code of conduct) in the supporting documents column provided in eASY.KSEI.
  - e. Convey information regarding the attendance quorum for each agenda of the GMS in accordance with the mechanism stipulated in the circular letter.
  - f. Enclose the agenda's supporting documents in the provided supporting documents column, if any, and
  - g. Each agenda, explanation, and narration of the resolution in the convocation for the GMS shall be presented in the Indonesian Language and the English Language with the mechanism determined by the Provider of eASY.KSEI. In the event that there was other language, other than the Indonesian Language and the English Language, such information will be delivered in the document which will be uploaded as referred to in letter f above.
- 4.2.4. In the information regarding general terms and conditions of the GMS as referred to in point 4.2.3. letter d., the Securities Issuer shall stipulate regarding the requirement documents which must be presented by the Shareholders or their proxies in the event that they are physically attending the GMS.
- 4.2.5. The convocation for the GMS as referred to in point 4.2.1 shall be published to the public through the website of the Provider of eASY.KSEI in accordance with the mechanism determined by the Provider of eASY.KSEI.
- 4.2.6. By continue observing the provisions in the legislations, in the event that the convocation for the GMS has been delivered to the public as referred to in 4.2.5, therefore:
  - 4.2.6.1. The Securities Issuer cannot make any changes to the content of the convocation for the GMS, including the change of the agenda of the GMS and/or the materials for the agenda of the GMS, either those which have been uploaded on eASY.KSEI or those which are available on the website of the Securities Issue, unless such change was followed up by the obligation for the re-convocation for the GMS as referred to in the law and regulations.
  - 4.2.6.2. In the event that there was any changes to the content of the convocation for the GMS, among others, the agenda of the GMS, the

materials for the agenda of the GMS, and/or the addition of information or supporting documents which do not result in the re-convocation for the GMS in accordance with the laws and regulations, then, the change and/or addition aforesaid will be carried out with the mechanism determined by the Provider of eASY.KSEI in the circular letter.

- 4.2.6.3. The Securities Issuer must not make any changes to the sequential order of the agenda of the GMS stated in the convocation for the GMS.
- 4.2.6.4. In the event that there was any cancelation of parts of the agenda of the GMS, then, the cancelation aforesaid shall not change the sequential order of the agenda of the GMS which has been contained in the convocation for the GMS and the cancelled agenda will be announced by the Provider of eASY.KSEI to the public as referred to in point 4.2.5. upon the request of the Securities Issuer as will be further stipulated in the circular letter.
- 4.2.7. The Securities Issuer shall ensure and be responsible for the conformity between the shareholders list in eASY.KSEI on the Recording Date to the total number of issued shares, at the latest prior to the convocation for the GMS.
- 4.2.8. The shareholders list recorded in eASY.KSEI will constitute the record on share ownership in accordance with the confirmation from the Securities Issuer and/or Securities Administration Agency on the Recording Date.
- 4.2.9. In the event that the convening of the second GMS and the third GMS is required since the GMS did not reach the attendance quorum, then, in delivering the convocation for the second GMS or the convocation for the third GMS through eASY.KSEI, the Securities Issuer shall observe the provisions related to the second GMS and the third GMS in the Regulation of the Financial Services Authority and/or the articles of association of the Securities Issuer, as well as it must be carried out with the mechanism stipulated by the Provider of eASY.KSEI in the circular letter.
- 4.2.10. The provisions regarding the convocation for the GMS stipulated in point 4.2.1. up to point 4.2.9. are applicable mutatis mutandis to the convocation for the GMS made by the Non-Collective Custody Public Company and the Party other than the Securities Issuer or the Non-Collective Custody Public Company as referred to in point 3.1.6.

### 4.3. Granting of Power of Attorney

- 4.3.1. The shareholder who is entitled to be present in the GMS and fulfilled the requirements as referred to in point 3.3.1 may grant power of attorney to the parties as referred to in point 2.2.4.2 through eASY.KSEI to be present and to cast its vote.
- 4.3.2. The shareholder who is entitled to be present in the GMS as referred to: in point 4.3.1 shall be the shareholder who is included in the shareholders list issued by:
  - a. KSEI, for shares in the Collective Custody at KSEI;
  - b. The Securities Administration Agency or the Securities Issuer organizing the administration of its own Securities, for the shares in the form of instruments; and
  - c. The Securities Administration Agency or the Non-Collective Custody Public Company organizing the administration of its own Securities, for the shares registered in the Collective Custody at KSEI,

on a certain date in accordance with the Regulation of the Financial Services Authority for the Securities Issuer who constitutes Public Company or the announcement of the GMS and the convocation for the GMS for the Securities Issuer who does not constitute a Public Company.

- 4.3.3. The granting of power of attorney by the shareholders through eASY.KSEI must be carried out through AKSes, or other media with the mechanism determined by the Provider of eASY.KSEI.
- 4.3.4. The granting of power of attorney to the Representatives may be supplemented by the inclusion on the choice of vote for every agenda of the GMS.
- 4.3.5. In the event that the shareholder only conveyed its choice of vote for one or a part of the agenda of the GMS electronically through eASY.KSEI, then, for other agenda which are not provided with the choice of vote, it will be considered of casting the same votes as the majority votes of the shareholders who are casting votes.
- 4.3.6. The shareholder may grant power of attorney, make changes to the Representatives, and/or change the choice of vote through eASY.KSEI, starting as of the convocation for the GMS is announced up to at the latest 1 (one) working day prior to the date of convening of the GMS, at the time and with the mechanism determined by the Provider of eASY.KSEI in the circular letter.
- 4.3.7. The shareholder may carry out the revocation of power of attorney granted to the Representatives starting as of the date of convocation for the GMS up to at the latest 1 (one) working day prior to the date of convening of the GMS, at the time and with the mechanism determined by the Provider of eASY.KSEI in the circular letter.
- 4.3.8. The shareholder may not cast split vote as stipulated in the laws and regulations.
- 4.3.9. The granting of power of attorney as referred to in point 4.3.1. may only be carried out and will be declared of being valid to the extent it does not violate the prevailing laws and regulations, including the Regulation of KSEI.
- 4.3.10. The Granting of Power of Attorney to the Participant

The granting of power of attorney by the shareholder to the Representatives who constitutes the Participant as referred to in point 2.2.4.2 letter a, the following provisions shall apply:

- a. The power of attorney which can be granted by the shareholder to the Participant may only over the total number of shares owned by the shareholder which are administered by the relevant Participant, unless stipulated otherwise by the laws and regulations;
- b. The power of attorney granted by the shareholder to the Participant is supplemented by the right to substitute such power of attorney;
- c. The shareholder owning shares which are issued by the same securities Issuer and which are administered by more than 1 (one) Participants, may only grant the power of attorney to each Participant with regard to the total number of shares owned by the Shareholder which are administered by each Participant aforesaid, and with the same choice of vote between one Participant to another Participant, unless stipulated otherwise by the laws and regulations;

- d. The shareholder as referred to in letter c who conveyed the granting of power of attorney to the Participant directly through eASY.KSEI and did not represent the shareholder in the mutual fund as referred to in the laws and regulations, shall appoint the entire Participants administering the shares owned by the shareholder aforesaid as its Representatives; and
- e. In the event that there is a Participant refusing its appointment as the Representatives of the shareholder as referred to in letter c, the shareholder may appoint other Representatives or may be personally present in the GMS.
- 4.3.11. The Granting of Power of Attorney to the Representatives provided by the Securities Issuer
  - 4.3.11.1. The shareholder who is casting its vote through the Representatives provided by the Securities Issuer as referred to in point 2.2.4.2 letter b, the granting of such power of attorney may only be granted over the entire shares owned by the shareholder aforesaid based on SID under the name of the shareholder.
  - 4.3.11.2. The power of attorney granted by the shareholder to the Representatives provided by the Securities Issuer are supplemented by the right to substitute such power of attorney.
  - 4.3.11.3. The granting of power of attorney from the Shareholder to the Representatives provided by the Securities Issuer will adhere to the procedure stipulated by the Provider of eASY.KSEI in the circular letter.
  - 4.3.11.4. The provisions regarding the granting of power of attorney to the Representatives provided by the Securities Issuer as referred to the point 4.3.11.1 up to point 4.3.11.3. are applicable mutatis mutandis to the granting of power of attorney to the Representatives appointed by the Non-Collective Custody Public Company
- 4.3.12. The Granting of Power of Attorney to other Party
  - 4.3.12.1. The granting of power of attorney by the shareholder through eASY.KSEI to the other Party as referred to in point 2.2.4.2 letter c, must be supplemented by the information of at least the identification card number and the e-mail address of the Representatives, as well as other information required by the Provider of eASY.KSEI as stipulated in the circular letter of KSEI.
  - 4.3.12.2. The shareholder shall ensure and be responsible for the correctness and conformity of the information on the Representatives conveyed as referred to in point 4.3.12.1
  - 4.3.12.3. The shareholder appointing other party as referred to in point 2.2.4.2 letter c as the Representatives may only grant the power of attorney over the total number of the entire shares owned by the shareholder aforesaid based on SID under the name of the shareholder.
- 4.3.13. The Granting of Power of Attorney Outside eASY.KSEI
  - 4.3.13.1. The granting of power of attorney by the shareholder which is not carried out directly through eASY.KSEI, can be carried out through the Participant appointed by the shareholder and reported by the Participant aforesaid to the Securities Issuer with the mechanism and deadline as stipulated by the Provider of eASY.KSEI in the circular letter.

- 4.3.13.2. In the event that the granting of power of attorney as referred to in point 4.3.13.1 is supplemented by the casting of votes, therefore:
  - the choice of vote which has been conveyed by the shareholder may only be changed through the Participant as referred to in point 4.3.13.1; and
  - b. the shareholder can no longer convey its attendance and choice of vote through eASY.KSEI.
- 4.3.13.3. In the event that the shareholder is going to appoint the Representatives, convey its attendance, and/or convey its choice of vote through eASY.KSEI, then the granting of power of attorney as referred to in point 4.3.13.1 shall firstly be annulled.
- 4.3.13.4. The granting of power of attorney by the shareholder which are not carried out directly through eASY.KSEI with other mechanism as stipulated in point 4.3.13.1 will become void if the shareholder appointing the Representatives, conveys its attendance, and/or conveys its choice of vote through eASY.KSEI.
- 4.3.13.5. The shareholder shall be responsible for the conformity and validity of the power of attorney granted to the Representatives through the mechanism as referred to in point 4.3.13.1.

# 4.4. Acceptance of Power of Attorney

### 4.4.1. Acceptance of Power of Attorney by the Participant

- 4.4.1.1. The acceptance of power of attorney by the Participant consists of the following:
  - a. The acceptance of Power of Attorney through eASY.KSEI; and
  - b. The acceptance of Power of Attorney which is granted by the Shareholder through the mechanism outside eASY.KSEI as referred to in point 4.3.13.1.
- 4.4.1.2. The Participant that receives notification through eASY.KSEI regarding the appointment of power of attorney from the shareholder who constitutes its client, shall exercise the aforesaid authority in accordance with the power of attorney granted by the shareholder.
- 4.4.1.3. In the event that the Participant as referred to in point 4.4.1.2. was unable to attend the GMS or could not accept the power of attorney due to the laws and regulations, therefore:
  - 4.4.1.3.1. The Participant shall give confirmation of refusal through eASY.KSEI and immediately inform the shareholder as its client along with the reason thereof, at the latest at the time and with the mechanism as stipulated by the Provider of eASY.KSEI in the circular letter; and
  - 4.4.1.3.2. The Participant may appoint the Representatives provided by the Securities Issuer through eASY.KSEI for the total number of shares owned by its shareholder, to the extent complying with the provisions of the laws and regulations.

- 4.4.1.4. In the event that the Participant accepted the power of attorney and will attend the GMS and act for and on behalf of the shareholder who becomes its client, then, the Participant shall:
  - ensure the presence and the authority of the representative who will attend the GMS to represent the Participant as the Representatives; and
  - b. be responsible for and ensure the conformity of the votes conveyed by the shareholder with the votes conveyed by the Participant to the Securities Issuer at the time of the GMS.
- 4.4.1.5. The shareholder who is casting its vote through the Participant by virtue of the granting of power of attorney outside eASY.KSEI as referred to in point 4.3.13.1, then, will be applicable the following provisions:
  - 4.4.1.5.1. In the event that the shareholder deposited its shares in the Securities Account under its own name, therefore:
    - a. In the event that the Participant accepted the power of attorney from the shareholder, the Participant shall convey the votes of the shareholder aforesaid through eASY.KSEI at the latest at the time stipulated by the Provider of eASY.KSEI in the circular letter as well as to be present in the GMS aforesaid by continue observing the provisions of the legislations;
    - b. In the event that the Participant was unable to attend the GMS, the Participant may appoint the Representatives provided by the Securities Issuer through eASY.KSEI for the total number of shares owned by the shareholder in accordance with the record of share ownership in the Securities Account administered by the Participant, to the extent complying with the provisions of the laws and regulations.
  - 4.4.1.5.2. In the event that the shareholder deposited its shares in the omnibus Securities Account of the Participant and appointed the Participant as the Representatives, therefore:
    - a. In the event that the Participant accepted the power of attorney from the shareholder, the Participant shall convey the votes of the relevant shareholder in accordance with the record of share ownership of the shareholder at the Participant through eASY.KSEI at the latest at the time stipulated by the Provider of eASY.KSEI in the circular letter as well as to attend the GMS aforesaid by continue observing the provisions of the legislations;
    - b. In the event that the Participant was unable to attend the GMS, the Participant may appoint the Representatives provided by the Securities Issuer through eASY.KSEI for the total number of shares owned by the shareholder in accordance with the record of share ownership at the Participant, in accordance with the provisions of the laws and regulations.

4.4.1.6. In the event that the Participant exercised its right to grant substitution power of attorney to the Representatives provided by the Securities Issuer, the Participant and the Representatives provided by the Securities Issuer aforesaid respectively obliged to be responsible for the implementation of the relevant power of attorney.

# 4.4.2. The Acceptance of Power of Attorney by the Representatives provided by the Securities Issuer

- 4.4.2.1. The Securities Issuer shall ensure that the Representatives as referred to in points 2.2.4.3, 2.2.4.4., or 2.2.2.5.1 provided by the Securities Issuer is present in the GMS to exercise its power.
- 4.4.2.2. The authority of the Representatives provided by the Securities Issuer shall act for and on behalf of the shareholder in accordance with the accepted power of attorney or the employee designated as its representative, to attend and to cast the vote of the shareholder.
- 4.4.2.3. The appointment of the Representatives provided by the Securities Issuer as referred to in point 4.4.2.1., must be carried out based on the written agreement between the Securities Issuer and the Representatives provided by the Securities Issuer aforesaid, which must at least contain the provisions regarding the granting of substitution power of attorney to other Representatives provided by the Securities Issuer, in the event that the Representatives provided by the Securities Issuer aforesaid could not be present.
- 4.4.2.4. In the event that the Representatives provided by the Securities Issuer refused the appointment of power of attorney from the shareholder or the substitution power of attorney from the Participant due to the laws and regulations, then, the Representatives provided by the Securities Issuer shall provide confirmation of refusal through eASY.KSEI and inform to the shareholder and/or the relevant Participant along with the reason thereof, at the latest at the time and with those stipulated by the Provider of eASY.KSEI in the circular letter.
- 4.4.2.5. The Representatives provided by the Securities Issuer shall ensure the attendance and authority of the employee appointed as its representative who will be present in the GMS.
- 4.4.2.6. The provisions regarding the acceptance of power of attorney by the Representatives provided by the Securities Issuer as referred to in point 4.4.2.1 up to point 4.4.2.5. are applicable mutatis mutandis to the acceptance of power of attorney by the Representatives appointed by the Non-Collective Custody Public Company.

# 4.4.3. The Acceptance of Power of Attorney by other Party Appointed by the Shareholder

- 4.4.3.1. The acceptance of power of attorney by other Party appointed by the Shareholder as referred to in point 2.2.4.2. letter c will consist as follows:
  - a. The acceptance of Power of Attorney through eASY.KSEI; and
  - b. The acceptance of Power of Attorney outside eASY.KSEI.
- 4.4.3.2. In the event that the granting of power of attorney is carried out through eASY.KSEI, therefore:

- 4.4.3.2.1. Other Party appointed by the shareholder and accepted the notification on the appointment of power of attorney from the shareholder through eASY.KSEI, shall exercise the power granted by the shareholder.
- 4.4.3.2.2. In the event that other Party appointed by the shareholder as referred to in point 4.4.3.2.1. was unable to attend the GMS or could not accept the power of attorney due to the laws and regulations, then, the other Party appointed by the shareholder shall give confirmation of refusal through eASY.KSEI and inform it to the relevant shareholder along with the reason thereof, at the latest at the time and with the mechanism stipulated by the Provider of eASY.KSEI in the circular letter.
- 4.4.3.3. In the event that the granting of power of attorney was carried out other than through eASY.KSEI, then, the acceptance of such power of attorney will be carried out with the mechanism agreed upon by the shareholder and the other Party appointed by the shareholder, with due regard to the provisions of the GMS determined by the Securities Issuer or the Non-Collective Custody Public Company, as well as in accordance with the laws and regulations as well as the articles of association of the Securities Issuer.

#### 4.5. The Convening of the GMS

#### 4.5.1. The Registration of Shareholders and the Representatives

- 4.5.1.1. In convening the GMS, the Securities Issuer shall have in place a mechanism for the registration of the shareholders and the Representatives at the date of convening of the GMS before the GMS is started.
- 4.5.1.2. The Securities Issuer shall upload the code of conduct and the materials of the GMS which are required by the shareholders to adopt resolution on every agenda of the GMS through eASY.KSEI, before the GMS is started.
- 4.5.1.3. The Securities Issuer shall ensure the shareholders that present in the GMS are the shareholders entitled to attend the GMS and to cast their votes in accordance with the articles of association of the Securities Issuer and/or the laws and regulations.
- 4.5.1.4. In the registration process of the shareholders or the Representatives, the Securities Issuer are entitled to demand the shareholders or their proxies who are attending the GMS to present the requirement documents as referred to in point 4.2.4.
- 4.5.1.5. In the event that the shareholder has granted power of attorney through eASY.KSEI, however, the shareholder aforesaid is present in the GMS, then, the Securities Issuer shall annul the power of attorney and the votes in eASY.KSEI under the name of the shareholder aforesaid, as well as to record its attendance as valid attendance, to the extent in accordance with the laws and regulations, the articles of association of the Securities Issuer, and the prevailing code of conduct of the GMS.
- 4.5.1.6. The Securities Issuer shall ensure the conformity of the identities of the shareholder and the Representatives who are entitled to be present in the GMS, based on the shareholders list and Representatives contained in eASY.KSEI.

4.5.1.7. The provisions regarding the convening of the GMS as referred to in point 4.5.1.1 up to point 4.5.1.6. are applicable mutatis mutandis to the holding of the GMS convened by the Non-Collective Custody Public Company.

#### 4.5.2. Voting

- 4.5.2.1. In the convening of GMS, the Securities Issuer may make changes over the sequential order of the discussion of each agenda of the GMS, to the extent that it is agreed upon by the shareholders who are present in the GMS as well as it is carried out with the mechanism which has been stipulated by the Provider of eASY.KSEI in the circular letter.
- 4.5.2.2. The choice of vote which can be used in the resolution of the GMS shall be accepting the proposal (approving), rejecting the proposal (dissenting), or abstain.
- 4.5.2.3. The Securities Issuer shall have in place the code of conduct related to the mechanism for the use of voting right in the adoption of resolution of the GMS, and it should be conveyed to the participants of the GMS at the latest before the GMS is started.
- 4.5.2.4. In the voting process of the shareholder on certain agenda in the GMS, the Securities Issuer shall ensure and be responsible for the following matters:
  - a. The total number of voting rights contained in eASY.KSEI and the total number of voting rights personally administered by the Securities Issuer are the equal to the total number of shares issued by the Securities Issuer owning the voting rights in accordance with its articles of association;
  - The total number of votes which can be used for the adoption of resolution in the GMSA have conformed to the total number of votes from the shareholders or their proxies which are contained in the attendance report generated by eASY.KSEI;
  - c. The attendance quorum of the GMS has conformed to the provisions in the articles of association of the Securities Issuer and/or the laws and regulations as well as has been recorded in eASY.KSEI;
  - d. The resolution quorum for each agenda of the GMS has conformed to the provisions in the articles of association of the Securities Issuer and/or the laws and regulations as well as has been recorded in eASY.KSEI;
  - e. Every agenda of the GMS has fulfilled the attendance quorum as stipulated in the articles of association of the Securities Issuer and/or the laws and regulations; and
  - f. The sequential order of the agenda which resolution is to be adopted in the GMS must conform to the sequential order of the agenda stated in the convocation for the GMS.
- 4.5.2.5. The sequential order for the adoption of resolution for the agenda of the GMS as referred to in point 4.5.2.4. letter f may be adjusted by the Securities Issuer at the time of the GMS with prior approval from the attending shareholders.

- 4.5.2.6. In the event that there was a cancelation of a part of the agenda of the GMS on the day of convening of the GMS, the votes which have been conveyed by the shareholders through eASY.KSEI for such agenda will become void.
- 4.5.2.7. The mechanism regarding the procedure for the filling-in of the total number of attendance quorum and resolution quorum for the approval of agenda in eASY.KSEI will be stipulated by the Provider of eASY.KSEI in the circular letter.
- 4.5.2.8. In the event that there was agenda of the GMS which do not fulfill the attendance quorum as referred to in point 4.5.2.4. letter c above, therefore:
  - The Securities Issuer are prohibited to carry out the adoption of resolution on the agenda aforesaid and should report it in eASY.KSEI; and
  - b. Continue the adoption of resolution for the subsequent agenda in the GMS.
- 4.5.2.9. In the event that there was agenda that does not require the adoption of resolution in the GMS, the Securities Issuer shall convey such information in eASY.KSEI and prohibited to carry out the counting of votes over the agenda aforesaid.
- 4.5.2.10. The provisions regarding voting stipulated in point 4.5.2.1 up to point 4.5.2.9 are applicable mutatis mutandis to voting in the GMS convened by the Non-Collective Custody Public Company.

# 4.5.3. Counting of Votes

- 4.5.3.1. Immediately after carrying out the counting of votes, the Securities Issuer shall record the total number of votes directly cast in the GMS into eASY.KSEI.
- 4.5.3.2. The counting of votes in the adoption of resolution of the GMS will be carried out with the following mechanisms:
  - 4.5.3.2.1. Abstain votes will be considered of casting the same votes as the majority votes of the shareholders who are casting votes.
  - 4.5.3.2.2. The shareholder who is present or whose attendance is represented, but does not cast affirmative vote, dissenting vote, or abstain vote, then, the aforesaid shareholder will be considered of casting the same votes as the majority votes of the shareholders who are casting votes.
  - 4.5.3.2.3. The resolution on each agenda of the GMS will be considered approved if the recorded affirmative votes reached or more than the total number of the resolution quorum previously stipulated by the Securities Issuer in eASY.KSEI, in accordance with the provisions in the articles of association of the Securities Issuer and the laws and regulations.
  - 4.5.3.2.4. The resolution on each agenda of the GMS will be considered rejected if the recorded affirmative votes are less

than the total number of resolution quorum previously stipulated by the Securities Issuer in eASY.KSEI.

- 4.5.3.3. In counting the votes, the Securities Issuer shall ensure the total number of electronic votes in eASY.KSEI and the total number of votes directly cast in the GMS (physical voting) in accordance with the total number of votes present in the GMS.
- 4.5.3.4. The provisions regarding votes counting stipulated in point 4.5.3.1 up to point 4.5.3.3 are applicable mutatis mutandis to the counting of votes in the GMS convened by the Non-Collective Custody Public Company.

# 4.5.4. The convening of the GMS with the agenda only requiring the votes from independent shareholders or certain shareholders

- 4.5.4.1. In the event that there is agenda requiring only the votes from the independent shareholder or the votes from certain shareholders, the Securities Issuer shall have in place a procedure that capable to differentiate the independent shareholders from non-independent shareholders or the shareholders whose votes can be taken into account from the shareholders whose votes cannot be taken into account.
- 4.5.4.2. The Securities Issuer shall have in place the procedure for the delivery of statement of the independent shareholders as referred to in the laws and regulations, including the deadline for its delivery, as well as delivering it to the shareholders at the time of convocation for the GMS.
- 4.5.4.3. The agenda of the GMS which only require the votes from certain shareholders as referred to in point 4.5.4.1 shall be the agenda which can only be attended by the shareholders with certain share classification stipulated by the Securities Issuer in the articles of association.
- 4.5.4.4. The non-independent shareholders or their Representatives cannot cast vote through eASY.KSEI on the agenda which has been stipulated by the Securities Issuer as the agenda which can only be attended by the Independent Shareholders through eASY.KSEI.
- 4.5.4.5. The shareholders whose votes are declared of not being taken into account on certain agenda or their Representatives, must not cast vote on certain agenda which has been stipulated by the Securities Issuer through eASY.KSEI.
- 4.5.4.6. Starting as of the convocation for the GMS up to the registration of the shareholders or the Representatives on the date of convening of the GMS, the declaration that:
  - a. the non-independent shareholders for certain agenda which only require the votes from the independent shareholders, may be provided through eASY.KSEI by:
    - 1) Securities Administration Agency; or
    - 2) The Securities Issuer.
  - on certain grounds, the votes of the shareholders cannot be taken into account in the voting on certain agenda at the time of convening of the GMS, may be provided through eASY.KSEI by:

- 1) Securities Administration Agency; or
- 2) The Securities Issuer
- 4.5.4.7. In the event that one of the parties as referred to in point 4.5.4.6. letter a and point 4.5.4.6. letter b has provided declaration that the non-independent shareholders or their votes cannot be taken into account for certain agenda which has been stipulated by the Securities Issuer, then, the other party cannot provide or change such declaration.
- 4.5.4.8. The Securities Issuer or Securities Administration Agency shall be responsible for the declaration as referred to in point 4.5.4.6.
- 4.5.4.9. Based on the declaration as referred to in point 4.5.4.6, the Securities Issuer shall use such information as the basis for the counting of:
  - the total number of shares owned by the independent shareholders who are entitled to be present in the agenda which only require the votes from the independent shareholders; or
  - b. the total number of shares owned by certain shareholders who are entitled to be present in certain agenda.
- 4.5.4.10. By continue observing the provisions in points 4.5.2 and 4.5.3, in convening the GMS with the agenda which only require the votes from the independent shareholders or the votes from certain shareholders, the Securities Issuer shall ensure and be responsible for the following matters:
  - a. The independent shareholders and their Representatives who are present and casting votes on the agenda which only require the votes from the independent shareholders have delivered the declaration affixed with sufficient stamp duty declaring that the relevant shareholder is an independent shareholder as referred to in the laws and regulations;
  - b. The Securities Issuer carry out the voting based on the voting rights from the independent shareholders or the shareholders whose votes can be taken into account;
  - c. The Securities Issuer is prohibited from taking into account the votes from the shareholders who are not the independent shareholders or the shareholders whose votes cannot be taken into account; and
  - d. The Securities Issuer will input data on the result of votes counting into eASY.KSEI, in accordance with the result of votes counting in the GMS with the mechanism stipulated by the Provider of eASY.KSEI in the circular letter.
- 4.5.4.11. The provisions regarding the convening of the GMS with the agenda which only require the votes from the independent shareholder or certain shareholders as stipulated in point 4.5.4.1 up to point 4.5.4.10 are applicable mutatis mutandis to the convening of the GMS with the agenda which only require the votes from the independent shareholders or certain shareholders by the Non-Collective Custody Public Company.

## 4.6. Reporting on the Convening of the GMS

- 4.6.1. The Securities Issuer shall deliver the summary of the minutes of the GMS through eASY.KSEI with the content and deadline in accordance with the laws and regulations.
- 4.6.2. The Summary of the Minutes of the GMS as referred to in point 4.6.1 will be published to the public through the website of the Provider of eASY.KSEI in accordance with the mechanism as stipulated by the Provider of eASY.KSEI.
- 4.6.3. The information in eASY.KSEI may be used by the Securities Issuer for the purpose of reporting and other purposes with the mechanism stipulated by the Provider of eASY.KSEI in the circular letter, by continue observing the provisions in point 2.3 and/or the laws and regulations.
- 4.6.4. The Securities Issuer shall download the data of the GMS required by the notary for the purposes as stipulated in the laws and regulations and deliver the data of the GMS aforesaid to the notary.
- 4.6.5. The summary of the minutes of the GMS delivered by the Securities Issuer through eASY.KSEI as referred to in point 4.6.1 shall be final and cannot be annulled.
- 4.6.6. The provisions regarding the reporting on the convening of the GMS stipulated in points 4.6.1. up to 4.6.5. are applicable mutatis mutandis to the reporting on the convening of the GMS held by the Non-Collective Custody Public Company.

#### 5. SUSPENSION AND ANNULMENT OF PROVISIONS OF eASY.KSEI SERVICES

- 5.1. Suspension of provision of services may be carried out by the Provider of eASY.KSEI based on:
  - 5.1.1. The instruction or written request from OJK; or
  - 5.1.2. Deliberations from the Provider of eASY.KSEI for the Users of eASY.KSEI EBE who constitutes the Securities Issuer and the Non-Collective Custody Securities Issuer,

with due regards to the mechanism stipulated by the Provider of eASY.KSEI.

- 5.2 The annulment of provision of eASY.KSEI services to the Securities Issuer is carried out in the event that there is an annulment of Securities Registration Agreement between the Securities Issuer and KSEI.
- 5.3 The annulment of provision of eASY.KSEI services to Non-Collective Custody Public Company is carried out in the event that there is an annulment of Utilization of eASY.KSEI Services Agreement between the Non-Collective Custody Public Company and KSEI.

Stipulated in: Jakarta On: July 27, 2021

#### PT Kustodian Sentral Efek Indonesia

Uriep Budhi Prasetyo
President Director

Syafruddin Director Supranoto Prajogo Director