

**REGULATION OF KSEI NUMBER X-A
REGARDING
THE REGISTRATION OF THE INTEGRATED INVESTMENT MANAGEMENT SYSTEM AT KSEI**

1. DEFINITIONS

1.1. In this regulation, referred to as:

- 1.1.1. **Integrated Investment Management System** which hereinafter will be referred to as “**S-INVEST**” shall be the integrated electronic system or facility which integrates the entire Order Routing Transaction processes, Post Trade Processing Transaction, and reporting in the investment management industry as referred to in the Article 1 Point 1 of the Regulation of the Financial Services Authority Number 28/POJK.04/2016 regarding the Integrated Investment Management System.
- 1.1.2. **PT Kustodian Sentral Efek Indonesia** which hereinafter will be referred to as “**KSEI**” shall be a company which has obtained business permit from the Financial Services Authority to administer business activities as the Central Securities Depository.
- 1.1.3. **S-INVEST User** shall be the Investment Manager, the Broker-Dealer carrying out Post Trade Processing Transaction, the Mutual Fund Selling Agent, the Custodian Bank, the Bank as a dealer, and other party stipulated by the Financial Services Authority who are registered at S-INVEST Provider as referred to in the Article 1 Point 6 of the Regulation of the Financial Services Authority Number 28/POJK.04/2016 regarding the Integrated Investment Management System.
- 1.1.4. **Investment Product** shall be Mutual Fund, Real Estate Investment Trust, Discretionary Fund, and other investment products stipulated by the Financial Services Authority as referred to in the Article 1 Point 4 of the Regulation of the Financial Services Authority Number 28/POJK.04/2016 regarding the Integrated Investment Management System.
- 1.1.5. **S-INVEST Provider** shall be the Party providing and managing S-INVEST as referred to in the Article 1 Point 5 of the Regulation of the Financial Services Authority Number 28/POJK.04/2016 regarding the Integrated Investment Management System.
- 1.1.6. **Order Routing Transaction** shall be the activity related to the selling, re-purchasing/settlement, Investment Product switching, and/or distribution income of the Investment Product as referred to in the Article 1 Point 2 of the Regulation of the Financial Services Authority Number 28/POJK.04/2016 regarding the Integrated Investment Management System.
- 1.1.7. **Investor Fund Unit Account** shall be the account which contains the record regarding the position and mutation of the Participation Unit belongs to the investor.

- 1.1.8. **Custodian Bank** shall be the commercial bank which has obtained approval from the Financial Services Authority to administer business activity as Custodian as referred to in the Law regarding the Capital Market.
- 1.1.9. **S-INVEST User Registration Agreement** shall be the agreement which stipulates regarding the rights and obligations between S-INVEST Provider and S-INVEST User in relation to the registration of S-INVEST User as the Party using S-INVEST services.
- 1.1.10. **Single Investor Identification** which hereinafter will be referred to as "**SID**" shall be a single and special code issued by KSEI to be used by the Client, Investor, and/or other Party in accordance with the prevailing regulations to conduct activity related to Securities Transaction and/or to use other services either it is provided by KSEI or other party based on KSEI's approval or the prevailing regulations.
- 1.1.11. **Investment Manager** shall be a party whose business activity is to manage securities portfolio for the customers or to manage collective investment portfolio to a group of client, other than an insurance company, pension fund, and which conduct its own business activity pursuant to the prevailing laws and regulations as referred to in the Law regarding the Capital Market.
- 1.1.12. **Working Day** shall be the days on which the central Custodian and Securities Transaction settlement services are being held by KSEI, which are from Monday through Friday, unless those days constitute national holiday or which are declared as day-off by KSEI.
- 1.1.13. **Financial Services Authority** which hereinafter will be referred to as "**OJK**" shall be the independent institution which is free from the interference of other parties, having the functions, tasks, and authorities for the regulation, supervision, examination, and investigation as referred to in the Law regarding the Financial Services Authority.
- 1.1.14. **Post Trade Processing Transaction** shall be the activity related to the investment and divestment of asset which becomes the basis for the Investment Product as referred to in the Article 1 Point 3 of the Regulation of the Financial Services Authority Number 28/POJK.04/2016 regarding the Integrated Investment Management System.
- 1.1.15. **Investment Product Registration Agreement** shall be the agreement between S-INVEST Provider and S-INVEST User in relation to the registration of Investment Product administered by S-INVEST User and registered in S-INVEST in accordance with the statutory regulations.

2. GENERAL PROVISIONS ON THE REGISTRATION OF S-INVEST USER AND INVESTMENT PRODUCT INTO S-INVEST

- 2.1. In relation to the registration of S-INVEST User at S-INVEST, the following provisions shall apply:

- 2.1.1. The Registration of S-INVEST User at S-INVEST will be carried out by submitting the application for the registration of S-INVEST User through the mechanism which will be further stipulated in the circular letter of KSEI.
 - 2.1.2. Based on the application for the registration of S-INVEST User, S-INVEST Provider will input the data of application for the registration of S-INVEST User at S-INVEST and will issue the special code for each S-INVEST User through the system provided by S-INVEST Provider.
 - 2.1.3. S-INVEST User having the role of the Investment Product selling agent and is carrying out Order Routing Transaction are obliged to open the Investor Fund Unit Account for the interest of each of its investor at S-INVEST based on the statutory regulations.
- 2.2. In relation to the registration of Investment Product at S-INVEST, the following provisions shall apply:
- 2.2.1. All Investment Product must be registered at S-INVEST.
 - 2.2.2. The obligation for the registration of Investment Product at S-INVEST as referred to in the point 2.2.1. shall be carried out by S-INVEST User having the role of the Custodian Bank.

3. RIGHTS AND OBLIGATIONS OF S-INVEST USER

- 3.1. In the framework of utilization of S-INVEST Services, S-INVEST User will be entitled to:
- 3.1.1. Receive safe and reliable S-INVEST services;
 - 3.1.2. Obtain information in S-INVEST in accordance with the access restrictions stipulated by S-INVEST Provider; and
 - 3.1.3. Acquire information from S-INVEST Provider in the event that there is any change or implementation on the system development, including the addition of services and features of the system which require the adjustment of system of S-INVEST User, through the mechanism which will be stipulated by S-INVEST Provider.
- 3.2. In the framework of utilization of S-INVEST services, S-INVEST User will be obliged to:
- 3.2.1. Comply with the requirements, procedures and proceedings of registration as well as the utilization of S-INVEST which includes the guide issued by S-INVEST Provider;
 - 3.2.2. Execute the Agreement for the Registration of S-INVEST User before using S-INVEST Services;

- 3.2.3. Submit to and be bound by the regulations issued by S-INVEST Provider and the of S-INVEST User Registration Agreement;
- 3.2.4. Ensure the data submitted to S-INVEST and S-INVEST Provider is the correct, accurate and latest data;
- 3.2.5. Maintain the confidentiality and security of access for the utilization of S-INVEST;
- 3.2.6. Provide sufficient and well-maintained system, as well as ensure the security and reliability of the system connected to S-INVEST;
- 3.2.7. Possess the mechanism or standard operational procedure in relation to the utilization of S-INVEST;
- 3.2.8. Possess business continuity and sustainability plan related to the utilization of S-INVEST;
- 3.2.9. Possess and put in place the data central replacement facility and the disaster recovery center related to the system which is connected to S-INVEST within the Indonesian territory, in a safe place and is separated from the main data center;
- 3.2.10. Be responsible for the losses caused by the fault or negligence of S-INVEST User in the utilization of S-INVEST services;
- 3.2.11. Ensure that each of its investor owns SID by S-INVEST User who is acting as the Investment Manager or the Investment Product selling agent; and
- 3.2.12. Create SID for its investor who has not yet owned SID, by submitting application to KSEI from S-INVEST User who is acting as the Investment Manager or the Investment Product selling agent.

4. PROCEDURE AND REQUIREMENTS FOR THE REGISTRATION OF S-INVEST USER

4.1. Deadline for the Registration of S-INVEST User

The registration of candidates for S-INVEST User must be submitted in complete manner to S-INVEST Provider at the latest 7 (seven) Working Days before S-INVEST User uses S-INVEST services.

4.2. Documentary Requirements in the Registration of S-INVEST User

- 4.2.1. The registration of S-INVEST User must be preceded by the execution of the S-INVEST User Registration Agreement by the S-INVEST User candidate, by using the standard format as provided by S-INVEST Provider, as well as accompanied with the supporting documents along with the amendments, which at least must be as following:

- a) The copies of the Articles of Association including the deed of amendment to the latest composition of the management of the company or other equivalent documents;
- b) The copies of:
 - i) License as legitimate Broker-Dealer and/or the Investment Manager, for Securities Companies;
 - ii) Approval for Custodian Banks;
 - iii) Appointment letter as the Main Dealer for banks;
 - iv) Registered license for Investment Product selling agent, or
 - v) Approval letter or other documents comparable to such document, for other parties stipulated by OJK,
from the authorities.
- c) The copies of the certificate of domicile from the candidate of S-INVEST User;
- d) Appointment letter or the power of attorney for the official and/or the officer who acts representing the interest of the candidate of S-INVEST User (if any);
- e) Specimens of company's seal, signatures, initials of the official and the officer appointed and/or authorized by the candidate of S-INVEST User; and
- f) Other documents which are required by S-INVEST Provider.

4.2.2. S-INVEST Provider will be obliged to examine the registration documents for the utilization of S-INVEST submitted by the candidate of S-INVEST User.

4.3. **Announcement of S-INVEST User Registered at S-INVEST**

S-INVEST Provider will provide information related to S-INVEST User who has been registered at S-INVEST through the mechanism which will be stipulated by S-INVEST Provider.

5. **POSTPONEMENT OF REGISTRATION OF S-INVEST USER**

- 5.1. S-INVEST Provider will be entitled to postpone the application for the registration of S-INVEST User into S-INVEST if it does not fulfill the requirements as stipulated in this regulation, until the fulfillment of the registration requirements by the candidate of S-INVEST User.

- 5.2. Postponement of registration of S-INVEST User as referred to in point 5.1, will be conveyed in writing within a period which will be stipulated by S-INVEST Provider to the candidate of S-INVEST User by stating the reason thereof and with a copy sent to the OJK.

6. CANCELLATION OF REGISTRATION OF S-INVEST USER

- 6.1. Cancellation of registration of S-INVEST User may be carried out based on:
 - 6.1.1. The application for the cancellation of registration of S-INVEST User submitted by S-INVEST User has obtained approval from OJK;
 - 6.1.2. The statutory regulations; or
 - 6.1.3. The sanction imposed by S-INVEST Provider to S-INVEST User and has obtained approval from OJK.
- 6.2. Application for the cancellation of registration of S-INVEST User based on the application of S-INVEST User must be carried out with the following provisions:
 - 6.2.1. Application for the cancellation of registration of S-INVEST User by S-INVEST User must be submitted at the latest 15 (fifteen) Working Days prior to the effective date of cancellation.
 - 6.2.2. In the event that S-INVEST User is an Investment Product selling agent, then, the Investment Product selling agent will be obliged to ensure that there is not any remaining investment balance in the Investor Fund Unit Account.
 - 6.2.3. In the event that S-INVEST User is an Investment Product selling agent, then, the cancellation of registration of S-INVEST User must obtain approval from the related Investment Manager who is still managing the Investment Product and is registered in S-INVEST.
 - 6.2.4. In the event that S-INVEST User is a Custodian Bank, then, the Custodian Bank aforesaid shall ensure that there is not any Investment Product and Post Trade Processing Transaction which are registered in S-INVEST.
 - 6.2.5. In the event that there is a replacement of Custodian Bank due to the cancellation of registration of S-INVEST User, then, the substituted Custodian Bank will be obliged to notify S-INVEST Provider, the substituting Custodian Bank and the Investment Manager regarding the relevant replacement of the Custodian Bank at the latest 2 (two) Working Days prior to the effective date of the replacement of the Custodian Bank.
 - 6.2.6. In the event that S-INVEST User is an Investment Manager, then, the Investment Manager aforesaid will be obliged to ensure that there is not any Investment Product under its supervision.

- 6.2.7. In the event that there is a replacement of the Investment Manager due to the cancellation of registration of S-INVEST User, then, the substituted Investment Manager will be obliged to notify S-INVEST Provider, the substituting Investment Manager and the Custodian Bank regarding the replacement of the Investment Manager and the transfer of the relevant Investment Product at the latest 2 (two) Working Days prior to the effective date of replacement of the Investment Manager and the transfer of each Investment Product to the substituting Investment Manager.
- 6.2.8. The substituted Investment Manager or the Custodian Bank as referred to in point 6.2.5. and point 6.2.7. will be obliged to be responsible for the matters related to the utilization of S-INVEST until the substituting Investment Manager or Custodian Bank give its approval to replace its tasks and authorities.
- 6.2.9. Cancellation of registration of S-INVEST User will not eliminate the outstanding obligation of S-INVEST User towards S-INVEST Provider, arising during the period in which S-INVEST User is registered at S-INVEST.

6.3. Consequences of Cancellation of Registration of S-INVEST User in S-INVEST

Starting as of the date of cancellation of registration of S-INVEST User, S-INVEST User carrying out the cancellation of registration of utilization of S-INVEST will no longer be entitled to the services of utilization of S-INVEST.

6.4. Announcement of Cancellation of Registration of S-INVEST User

In the event that there is any cancellation of registration of utilization of S-INVEST by S-INVEST User, then, S-INVEST Provider will be obliged to announce the cancellation aforesaid through the mechanism to be stipulated by S-INVEST Provider.

7. RE-REGISTRATION OF S-INVEST USER WHOSE REGISTRATION HAS BEEN CANCELED

S-INVEST User whose registration at S-INVEST has been canceled and who intends to be re-registered at S-INVEST, will be obliged to submit registration application to S-INVEST Provider by fulfilling the registration provisions as stipulated in this regulation.

8. PROCEDURE AND REQUIREMENT FOR THE REGISTRATION OF INVESTMENT PRODUCT INTO S-INVEST

8.1. Deadline for the Registration of Investment Product into S-INVEST

Registration of Investment Product which will be carried out by the Custodian Bank as S-INVEST User must be submitted in complete manner to S-INVEST Provider with the following provisions:

- 8.1.1. Registration of Investment Product other than Discretionary Fund by Custodian Bank as S-INVEST User must be submitted in complete manner at the latest 5 (five)

Working Days prior to the effective date of Registration Statement over Public Offering of Investment Product or the registration of the Investment Product at OJK.

- 8.1.2. Registration of Investment Product in the form of Discretionary Fund by the Custodian Bank as S-INVEST User must be submitted in complete manner at the latest 5 (five) Working Days after the Agreement on the Discretionary Fund is reported to OJK.
- 8.1.3. S-INVEST Provider will register the Investment Product at S-INVEST at the latest 5 (five) Working Days after the submission of registration of Investment Product as referred to in point 8.1.1. and point 8.1.2. is received in complete and correct manner by S-INVEST Provider.

8.2. Document Requirements in the Registration of Investment Product into S-INVEST

- 8.2.1. S-INVEST User will be obliged to fulfill the requirements for the registration of Investment Product into S-INVEST which are stipulated by S-INVEST Provider.
- 8.2.2. Registration of Investment Product shall be preceded by the execution of Investment Product Registration Agreement by S-INVEST User, by using the standard format as provided by S-INVEST Provider.
- 8.2.3. Registration statement of Investment Product other than Discretionary Fund must be supplemented with the effective statement letter or the registered or recorded statement letter from OJK over the Investment Product.
- 8.2.4. Registration statement of Investment Product in the form other than Collective Investment Contract must be supplemented with the supporting documents, which must at least include the statement letter from the Investment Manager stating that the Investment Manager has drawn up and reported the Agreement on the Discretionary Fund to OJK.
- 8.2.5. The copies of the effective letter or the registered or recorded statement letter from OJK over the Investment Product and the copies of Taxpayer Identification Number Card of the Investment Product, save for the Discretionary Fund, shall be submitted by S-INVEST User at the latest 1 (one) Working Day after the documents aforesaid are received by S-INVEST User.
- 8.2.6. S-INVEST User will be obliged to deliver to S-INVEST Provider, any changes to the documents as referred to in point 8.2.3, point 8.2.4 and point 8.2.5 (if any).

8.3. Announcement of Investment Product Registered at S-INVEST

S-INVEST Provider will provide the information related to the Investment Product, other than the Discretionary Fund, which has been registered at S-INVEST to S-INVEST User through the mechanism which will be stipulated by S-INVEST Provider.

9. CANCELLATION OF REGISTRATION OVER INVESTMENT PRODUCT IN S-INVEST

9.1. Cancellation of registration over Investment Product into S-INVEST which has been registered by S-INVEST Provider will be carried out based on:

9.1.1. The application for the cancellation of registration over Investment Product submitted by S-INVEST User at the latest 15 (fifteen) Working Days after the notification date of cancellation of public offering over Investment Product;

9.1.2. The statutory regulations;

9.1.3. The liquidation of the Investment Product;

9.1.4. The expiry of the Agreement on the Investment Product in the form of Discretionary Fund;

9.1.5. The sanctions imposed by S-INVEST Provider; or

9.1.6. The maturity date of the Investment Product.

9.2. The application for the cancellation of registration over Investment Product in S-INVEST based on the application of S-INVEST User must be carried out with the following provisions:

9.2.1. The application for the cancellation of registration over Investment Product from S-INVEST User will be submitted at the latest 15 (fifteen) Working Days prior to the effective date of cancellation.

9.2.2. The Custodian Bank will be obliged to ensure that on the effective date of cancellation of registration over Investment Product, there is not any balance in the Investor Fund Unit Account, Order Routing Transaction and Post Trade Processing Transaction which are registered in S-INVEST for the relevant Investment Product.

9.2.3. The cancellation of registration over Investment Product will not eliminate the outstanding obligations of S-INVEST User to S-INVEST Provider, which are arising during the period in which the Investment Product is still registered at S-INVEST.

9.3. Consequences of Cancellation of Registration over Investment Product in S-INVEST

Starting as of the date of cancellation of registration over Investment Product in S-INVEST, the Investment Product whose registration at S-INVEST has been cancelled may not be transacted in S-INVEST and may not use S-INVEST for the purpose of settlement of Post Trade Processing Transaction.

9.4. Announcement of Cancellation of Registration over Investment Product

In the event that there is any cancellation of registration over Investment Product in S-INVEST, then S-INVEST Provider will be obliged to announce the cancellation aforesaid through the mechanism which will be stipulated by S-INVEST Provider.

10. RE-REGISTRATION OF INVESTMENT PRODUCT WHOSE REGISTRATION HAS BEEN CANCELLED

Investment Product whose registration in S-INVEST has been cancelled and, S-INVEST User who intends to re-register the Investment Product aforesaid at S-INVEST, will be obliged to submit application for re-registration to S-INVEST Provider by fulfilling the registration provisions as stipulated in this regulation.

Stipulated in: Jakarta
On the date of: August 31st, 2016

PT Kustodian Sentral Efek Indonesia

Friderica Widyasari Dewi
President Director

Syafuruddin
Director

Supranoto Prajogo
Director