

## REGULATION OF KSEI NO. V-G – THE REPORTING AND SETTLEMENT OF REPURCHASE AGREEMENT TRANSACTION

Regulation of KSEI No. V-G regarding the Reporting and Settlement of Repurchase Agreement Transaction (Attachment to the Decree of the Board of Directors of KSEI No. KEP-0039/DIR/KSEI/1125 dated November 19, 2025)

## **REGULATION OF KSEI NUMBER V-G REGARDING REPORTING AND SETTLEMENT OF REPURCHASE AGREEMENT TRANSACTION**

### **1. DEFINITIONS**

In this regulation, referred to as:

- 1.1. **Repurchase Agreement Transaction** which hereinafter will be referred to as “**Repo Transaction**” shall be Securities sales or purchase contract with an agreement to repurchase or to resell at the determined time and price which have been stipulated, as referred to in Article 1 number 1 of the Regulation of the Financial Services Authority Number 9/POJK.04/2015 regarding the Guidelines for Repurchase Agreement Transaction for Financial Services Institutions.
- 1.2. **Equity Securities** which hereinafter will be abbreviated as “**EBE**” shall be shares or Securities which are convertible to shares or Securities containing right to acquire shares, as referred to in the Law regarding Capital Market which has been amended by Law Number 4 of the year 2023 regarding the Development and Strengthening of Financial Sector.
- 1.3. **Account Holder** shall be the Party whose name is recorded as the holder of Main Securities Account or the Party who is stipulated by and/or has obtained the approval from the Financial Services Authority as the holder of Main Securities Account.
- 1.4. **PT Kustodian Sentral Efek Indonesia** which hereinafter will be abbreviated as “**KSEI**” shall be the company who has obtained business permit from the Financial Services Authority to administer business activity as the Central Securities Depository.
- 1.5. **Client** shall be the Securities Account holder at the Account Holder.
- 1.6. **Securities** shall be the promissory notes or the investment contract either in conventional and digital forms or in other forms in accordance with the development of technology which are granting rights to their owner to directly and indirectly to gain economic benefits from the issuer or from a certain party based on an agreement and every Derivative of the Securities, which is exchangeable and/or tradable at the Capital Market, as referred to in the Law regarding Capital Market which has been amended by Law Number 4 of the Year 2023 regarding the Development and Strengthening of Financial Sector.
- 1.7. **Working Days** shall be the day on which central Custodian and Securities Transaction settlement services are being held by KSEI, which are from Monday through Friday, unless those days which constitute national holiday or which are declared as day-off by KSEI.
- 1.8. **Securities Financing Transaction** which hereinafter will be abbreviated as “**SFT**” shall be the module in C-BEST which is used by the Account Holder to deliver reporting and/or settlement instruction of Repo Transaction, or other instructions which are stipulated by KSEI.

- 1.9. **Central Depository-Book Entry Settlement System** which hereinafter will be abbreviated as “C-BEST”, shall be the system for administration of central Custodian and Securities Transaction settlement services with overbooking method which is carried out automatically by using computer facilities.
- 1.10. **Global Master Repurchase Agreement** which hereinafter will be abbreviated as “GMRA” shall be the standard written agreement for Repo Transaction composed based on GMRA issued by the International Capital Market Association, as referred to in Article 1 number 2 of the Regulation of the Financial Services Authority Number 9/POJK.04/2015 regarding the Guidelines for Repurchase Agreement Transaction for Financial Services Institutions.
- 1.11. **Regulation of KSEI** shall be the regulation issued by KSEI and will be effective upon obtaining approval from the Financial Services Authority, including its implementing regulations issued by KSEI from time to time.
- 1.12. **PT Kliring Penjaminan Efek Indonesia** which hereinafter will be abbreviated as “KPEI” shall be a company who has obtained business permit from the Financial Services Authority to administer business activity as the Clearing and Guarantee Institution.

## 2. GENERAL PROVISIONS

- 2.1. Obligation for the reporting of Repo Transaction shall be applicable for EBE which is registered at KSEI.
- 2.2. Taxes arising in relation to the Repo Transaction shall be the responsibility of the Account Holder and/or the Client who are related to the relevant Repo Transaction pursuant to the prevailing taxation provisions.
- 2.3. KSEI provides the reporting system and carries out the overbooking of Securities and/or fund based on the instruction from the Account Holder.
- 2.4. KSEI does not have any obligation to ensure the fulfilment of the rights and/or obligations of the Account Holder and/or the Client carrying out the Repo Transaction, or the related parties in the Repo Transaction.
- 2.5. SFT module at C-BEST shall be used as the means of reporting for Repo Transaction of EBE at KSEI.
- 2.6. Settlement instruction menu at C-BEST shall be used as the means for the settlement of Repo Transaction of EBE at KSEI.
- 2.7. The Account Holder reporting the Repo Transaction shall:
  - 2.7.1. give confirmation or affirmation towards the reporting made by the parties in the related Repo Transaction; or
  - 2.7.2. create the reporting of Repo Transaction at the same time which will be matched by SFT module at C-BEST.
- 2.8. The reporting of Repo Transaction which is reported through SFT module at C-BEST as referred to in point 2.7. will automatically generate settlement instruction.

- 2.9. In the event that the due date (maturity date or the termination date) pursuant to GMRA or other contract pursuant to the laws and regulations over the related Repo Transaction falls on a day-off declared by KSEI, thus, the Account Holder both for its own interest and/or for the interest of the Client shall make a replacement of due date (maturity date or termination date) to fall on the subsequent Working Day.
- 2.10. If there is any condition as referred to in point 2.9., the Account Holder shall make a replacement of due date (maturity date or termination date) to fall on the subsequent Working Day at the latest 1 (one) Working Day prior to the due date (maturity date or termination date).
- 2.11. The Account Holder shall have and carry out standard operational mechanism or procedure over the reporting and settlement of a Repo Transaction.
- 2.12. The Account Holder in carrying out the reporting and settlement of a Repo Transaction shall fulfill the following matters:
  - 2.12.1. ensure the correctness and conformity between the entire reporting information, statements, data and/or documents of Repo Transaction in the system provided by KSEI with GMRA or other contract pursuant to the laws and regulations, and are recorded at the Account Holder;
  - 2.12.2. administer information, statements, data and/or documents which become the basis for Repo Transaction and deliver them to KSEI, if required, pursuant to the prevailing procedure at KSEI; and
  - 2.12.3. ensure the conformity between the reporting information, statements, and data of Repo Transaction with the settlement of Repo Transaction.

### **3. REPORTING OF REPO TRANSACTION**

- 3.1. The Account Holder shall carry out the reporting of Repo Transaction over the Repo Transaction for the interest of its own or the Client of the Account Holder.
- 3.2. The Account Holder shall carry out the reporting of Repo Transaction into SFT module at C-BEST, including the changes to the reporting of Repo Transaction over the same GMRA number or other contract pursuant to the laws and regulations.
- 3.3. The Account Holder shall ensure that data and/or information delivered into SFT module at C-BEST conforms to the Repo Transaction and/or the documents which become the basis for the Repo Transaction.
- 3.4. The Account Holder shall state the due date (termination date) pursuant to GMRA or other contract pursuant to the laws and regulations which is reported in the Repo opening transaction through SFT module at C-BEST.
- 3.5. The Account Holder either for its own interest or based on the instruction from the Client shall determine the mechanism for the settlement of fund with the settlement method through C-BEST or the settlement outside of C-BEST in the Repo opening transaction through SFT module at C-BEST.
- 3.6. The type of reporting data and mechanism along with the changes over the Repo Transaction through SFT module in C-BEST shall be further stipulated in the circular letter of KSEI.

3.7. The provisions regarding the reporting of Repo Transaction through triparty Repo facility administered by KPEI shall be applicable as stipulated in the Regulations of KSEI and/or the regulations of KPEI.

#### **4. SETTLEMENT OF REPO TRANSACTION**

4.1. The settlement of Repo Transaction shall be generated automatically by SFT module at C-BEST with the following mechanism:

- 4.1.1. the settlement of Repo Transaction at KSEI may only be carried out if the Account Holder has reported the Repo Transaction as referred to in point 2.7.
- 4.1.2. in the event that the settlement of Repo Transaction uses fund settlement through C-BEST, thus, the Account Holder uses free of payment instruction and payment delivery instruction.
- 4.1.3. in the event that the settlement of Repo Transaction uses fund settlement outside of C-BEST, thus, the Account Holder uses free of payment instruction.

4.2. The reporting for the settlement of Repo Transaction will be carried out on the settlement instruction menu at C-BEST by continue observing the provisions stipulated in point 2.7, point 2.8., point 3.4., and point 3.5.

4.3. In the event that the Account Holder carries out settlement arising due to Repo Transaction for the interest of the Client, the Account Holder is responsible for the correctness of data and instruction for the overbooking of Securities and/or fund pursuant to the instruction for the settlement of Repo Transaction instructed by the said Client.

4.4. Any legal consequences arising from the cancelation of the Repo Transaction, including the penalties arising over the cancelation aforesaid (if any), shall become the responsibility of the Account Holder.

4.5. The provisions regarding the settlement of Repo Transaction through triparty Repo facility administered by KPEI shall be applicable as stipulated in the Regulations of KSEI and the regulations of KPEI.

4.6. At the time this regulation is enacted, the provisions regarding the mechanism for the reporting and settlement of Repo Transaction which are reported through SFT module at C-BEST shall be applicable since the publication by KSEI.

Stipulated in: Jakarta  
On: November 19, 2025

**PT Kustodian Sentral Efek Indonesia**

**Samsul Hidayat**  
President Director

**Imelda Sebayang**  
Finance and Administration Director