

SURAT EDARAN

CIRCULAR

Nomor : 33/SE-DIR/ ICH/IX/2018

Lampiran : 1 (satu)

Perihal : *Cross Margin*

Number : 33/SE-DIR/ICH/IX/2018

Attachment : One (1)

Concerning : *Cross Margin*

Dalam rangka mendukung terciptanya transaksi Kontrak Berjangka dan Kontrak Sistem Perdagangan Alternatif (SPA) yang teratur, wajar, efisien, efektif dan transparan maka Indonesia Clearing House menyediakan *cross margin* bagi Anggota Kliring, dengan ketentuan sebagai berikut:

In order to support the creation of a transaction of Futures Contract and Alternative Trading System (SPA) that is orderly, reasonable, efficient, effective and transparent therefore Indonesia Clearing House provides cross margin to Clearing Member, under the following provisions:

A. Ketentuan Umum

Perhitungan *cross margin* tunduk pada perhitungan Lembaga Kliring.

A. General Provision

Cross margin calculation is subject to the calculation of the Clearing House.

B. Antar Kontrak Berjangka

1. Lembaga Kliring menyediakan *cross margin* pada transaksi antar Kontrak Berjangka tertentu.
2. Anggota Kliring dapat menggunakan *cross margin* pada set Kontrak Mata Uang Asing (FOREX) dengan pasangan mata uang AUDUSD, NZDUSD, EURUSD dan GBPUSD.

B. Intra Futures Contract

1. Clearing House provides cross margin for certain intra Futures Contract transaction.
2. Clearing Member can use cross margin on the Foreign Exchange (FOREX) Contract set with AUDUSD, NZDUSD, EURUSD and GBPUSD currency pairs.

C. Antara Kontrak Berjangka dan Kontrak Sistem Perdagangan Alternatif

1. Lembaga Kliring menyediakan *cross margin* pada transaksi set Kontrak antara Kontrak Berjangka tertentu dengan Kontrak SPA tertentu.
2. Anggota Kliring dapat menggunakan *cross margin* pada set Kontrak antara Kontrak Berjangka dan Kontrak SPA untuk produk-produk pasangan mata uang di bawah ini:

C. Between Futures Contract and Alternative Trading System Contract

1. Clearing House provides cross margin on transaction of set Contract between certain Futures Contract and certain SPA Contract.
2. Clearing Member can use cross margin on a set Contract between Futures Contract and SPA Contract for the following currency pairs products:

Futures Contract	SPA Contract
AUDUSD	AUDUSD
NZDUSD	NZDUSD
EURUSD	EURUSD
GBPUSD	GBPUSD
USDJPY	USDJPY
USDCHF	USDCHF
USDCAD	USDCAD
GOLDUD	XAUUSD

- | | |
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| <p>3. Khusus untuk <i>cross margin</i> antara Kontrak Berjangka tertentu dengan Kontrak SPA tertentu, Anggota Kliring wajib mengajukan permohonan terlebih dahulu kepada Lembaga Kliring dengan menggunakan Form ICH.SE.004.</p> <p>4. Lembaga Kliring bertujuan untuk mendukung terciptanya transaksi antara Kontrak Berjangka dengan Kontrak SPA yang efisien dan efektif untuk itu setiap penyalahgunaan <i>cross margin</i> oleh Anggota Kliring maka akan dikenakan pencabutan <i>cross margin</i>, penerapan sanksi dan ketentuan lainnya berdasarkan peraturan yang berlaku pada Lembaga Kliring.</p> <p>5. Ketentuan dalam Surat Edaran ini berlaku efektif sejak tanggal ditetapkan.</p> <p>6. Ketentuan-ketentuan dalam Surat Edaran ini dapat diubah dari waktu ke waktu.</p> | <p>3. Particularly for the cross margin between certain Futures Contract and certain SPA Contract, Clearing Member is obliged to submit a prior application to Clearing House by using Form ICH.SE.004.</p> <p>4. Clearing House aims to support the creation of an effective and efficient trading between Futures Contract and SPA Contract therefore any misappropriation of Clearing Member on using the cross margin shall be subject to cancellation of cross margin, sanction and other related provisions in accordance to the prevailing rules of Clearing House.</p> <p>5. The provisions set forth in this Circular shall be effective as the date of the stipulation.</p> <p>6. Provisions as referred to in this Circular are subject to change from time to time.</p> |
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Ditetapkan di : Jakarta
Tanggal : 21 September 2018

Stipulated in : Jakarta
Date : 21st of September 2018

Indonesia Clearing House



Nursalam
Direktur Utama
Chief Executive Officer

Disclaimer:

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FORMULIR CROSS MARGIN
CROSS MARGIN FORM
Nomor Anggota _____
 Member ID

Nama Anggota _____
 Member Name

Syarat dan Ketentuan:
Terms and Conditions:

- Formulir ini harus dikirimkan ke Lembaga Kliring sebelum menggunakan *cross margin* oleh Anggota Kliring. *This form needs to be sent to ICH prior to using cross margin by Clearing Member.*
- Harap lengkapi form ini dengan materai cukup dan kirimkan ke ICH melalui fax +62 21 30027789 atau email risk.management@ich.co.id. Formulir asli wajib segera dikirimkan ke alamat Clearing House tercantum di bawah ini. *Please complete this form with sufficient stamp duty and send to ICH by fax +62 21 30027789 or email risk.management@ich.co.id. Original form has to be submitted immediately to Clearing House address as stated below.*
- Anggota Kliring wajib tunduk pada Peraturan Kliring berikut setiap peraturan pelaksanaannya. *Clearing Member shall subject to the Clearing Rules and its implementing rules.*
- Lembaga Kliring berhak setiap saat membatalkan *cross margin* yang telah diajukan Anggota Kliring. *Clearing House is authorized at any time to cancel any cross margin submitted by Clearing Member*
- Apabila berdasarkan penilaian Lembaga Kliring, Anggota Kliring telah menyalahgunakan *cross margin* maka Lembaga Kliring berwenang untuk mencabut *cross margin*, menerapkan sanksi dan ketentuan terkait lainnya berdasarkan peraturan yang berlaku pada Lembaga Kliring. Selanjutnya, Anggota Kliring melepaskan, melindungi dan mengganti rugi Lembaga Kliring dan perusahaan afiliasinya dari setiap dan seluruh ancaman gugatan, klaim, permintaan, tindakan, kerugian, biaya, beban dan pengeluaran (termasuk namun tidak terbatas pada biaya dan pengeluaran wajar konsultan hukum) yang timbul dari atau terkait dengan penyalahgunaan *cross margin*.
If based on the Clearing House's sole opinion, the Clearing Member has misappropriate the usage of cross margin therefore Clearing House is authorized to cancel the cross margin, impose sanction and impose other related provisions in accordance to the prevailing rules of Clearing House. Further, the Clearing Member shall release, hold harmless and indemnify the Clearing House and its affiliated companies from and against any and all actual or threatened suit, demand, claim, action, damages, cost, liabilities and expenses (including but not limited to reasonable attorney's cost and fee) arising out of or related to the misappropriation of cross margin.

Jakarta, _____ (dd/mm/yy)

 Materai Rp 5.000, tanda tangan dan stempel perusahaan
 IDR 5,000 stamp duty, signature and company stamp

Nama/Name:

Jabatan/Title:

DIISI OLEH ICH/FOR ICH USE ONLY	DIVERIFIKASI/VERIFIED	DISETUJUI/APPROVED
Keterangan/Remarks		
Tanggal dan Waktu Diterima <i>Date and Time Received</i>		
Nama dan Tanda Tangan <i>Name and Signature</i>		

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