

SURAT EDARAN BERSAMA

JOINT CIRCULAR

Nomor : 224/SEB/BKDI-ICH/VII/2020
Lampiran : -
Perihal : Ketentuan Transaksi *Primary Main Board*

Number : 224/SEB/BKDI-ICH/VII/2020
Attachment : -
Concerning : Provisions of Primary Main Board Transactions

Dalam rangka pelaksanaan Transaksi Timah Murni Batangan, maka PT Bursa Komoditi dan Derivatif Indonesia ("BKDI") dan PT Indonesia Clearing House ("ICH") menetapkan ketentuan Perdagangan *Primary Main Board* sebagai berikut:

In regards to the Implementation of Tin Ingot Transactions, PT Indonesia Commodity and Derivatives Exchange ("ICDX") and PT Indonesia Clearing House ("ICH") stipulate the Provisions for the Primary Main Board Trade as follows:

I. KETENTUAN UMUM

I. GENERAL PROVISIONS

- a. Istilah *Main Auction* dalam Surat Edaran Bersama No.083/SEB/BKDI-ICH/VI/2015 tentang ketentuan biaya transaksi timah murni batangan telah dirubah menjadi *Primary Main Board* sejak diterbitkannya SEB ini.
- b. Hanya jenis Keanggotaan *Transferable* dapat bertransaksi di *Primary Main Board*.
- c. Jam Perdagangan *Primary Main Board* adalah:

- a. With the publication of this SEB, the term Main Auction in Joint Circular No. 083/SEB/BKDI-ICH/VI/2015 concerning Transaction Fee of Tin Ingot Provisions have been changed to be Primary Main Board.
- b. Only Transferable Membership types can trade on the Primary Main Board.
- c. Primary Main Board Trading Hours are:

| | |
|----------|-----------------|
| TINPB300 | 14.30-14.37 WIB |
| TINPB200 | 14.40-14.47 WIB |
| TINPB100 | 14.50-14.57 WIB |
| TINPB050 | 15.00-15.07 WIB |
| TIN4NINE | 15.10-15.17 WIB |

- d. Harga penawaran jual atau beli minimal sama atau lebih besar dari Suggested Opening Bid (SOB) dengan toleransi minus 2% (dua persen).

- d. The minimum bid or ask price is equal to or higher than the Suggested Opening Bid (SOB) with a tolerance of minus 2% (two percent).

- e. Biaya Transaksi *Primary Main Board* untuk Penjual atau Pembeli dikenakan sebesar 0,06% (nol koma nol enam persen) dari nilai transaksi, belum termasuk PPN 10% (sepuluh persen).

II. KETENTUAN KHUSUS PENJUAL

- a. Kualifikasi/Persyaratan bagi Penjual untuk dapat melakukan transaksi di *Primary Main Board*:

1. Badan Usaha Milik Negara (BUMN), atau
2. Telah mendapat persetujuan dari Minimum 5 (lima) Pembeli yang Diakui Internasional dan terdaftar sebagai anggota Bursa Internasional lainnya, atau
3. Telah melakukan transaksi di *Primary Bulletin Board* selama 3 (tiga) tahun berturut-turut dengan catatan bahwa tidak pernah gagal menyerahkan barang (Gagal Serah), tidak pernah ada tuntutan yang tidak diselesaikan, dan tidak ada tunggakan kewajiban baik kepada Bursa maupun kepada Pemerintah Republik Indonesia terkait Perdagangan Timah.

- b. Penjual wajib memiliki Bukti Simpan Timah (BST) yang diserahkan kepada ICH minimal sama atau lebih besar dari jumlah lot yang akan ditransaksikan.

- c. Penjual wajib melakukan pembayaran royalti sebesar 3% (tiga persen) dari nilai transaksi ke kas Negara paling lambat dua hari kerja setelah transaksi (T+2).

- d. Penjual wajib menyerahkan barang yang sudah terjual ke Pusat Logistik Berikat (PLB) yang ditunjuk oleh BKDI untuk mendapatkan Bukti Penyerahan Timah Elektronik (*e-Warrant*) atas nama Pembeli yang diterbitkan oleh PLB.

- e. The transaction fee on the *Primary Main Board* for each of Sellers or Buyers is 0.06% (zero point zero six percent) of the transaction value, excluding VAT 10% (ten percent).

II. SPECIAL PROVISIONS FOR THE SELLER

- a. Qualifications/requirements for Seller to be able to make transactions on the *Primary Main Board*:

1. State-Owned Enterprises (SOE), or
2. Approval from a minimum of 5 (five) Internationally Acknowledged Buyers who are registered as a member of another International Exchange, or
3. Has done *Primary Bulletin Board* transactions for 3 (three) years in a row with a good record: the seller never failed to deliver the goods (Default), there have never been unsolved claims, and there are no arrears of obligations either to the Exchange or to the Government of the Republic of Indonesia related to Tin Trade.

- b. The Seller has to have a Certificate of Tin Deposit (CTD) submitted to ICH for a quantity at least equal to or higher than the number of lots to be traded.

- c. The seller is required to make a royalty payment of 3% (three percent) of the transaction value to the State treasury no later than two working days after the transaction (T + 2).

- d. The seller is obliged to deliver the goods to the Bonded Logistics Center (PLB) appointed by ICDX and must obtain Electronic Proof of Tin Ownership Transfer (*e-Warrant*) issued by the PLB in the name of the Buyer.

- e. Apabila penjual tidak dapat menyerahkan barang (Gagal Serah) dengan alasan apapun, maka BKDI berhak untuk membatalkan transaksi dan Barang milik Penjual akan diserahkan kembali kepada Penjual setelah seluruh kerugian dan biaya-biaya yang timbul akibat pembatalan transaksi tersebut telah dibayar lunas oleh Penjual ke rekening ICH.

- e. If the seller failed to deliver the goods (Default) for any reason, then BKDI has the right to cancel the transaction and the Seller's Goods will be returned to the Seller after all losses and costs arising from the cancellation of the transaction have been paid in full by the Seller to the ICH account.

III. KETENTUAN KHUSUS PEMBELI

- a. Pembeli wajib memiliki kecukupan *Cash Margin* terhadap jumlah lot yang akan ditransaksikan sebagaimana ditetapkan oleh BKDI dan ICH.
- b. Pembeli wajib melakukan Pembayaran atas Transaksi paling lambat 2 (dua) hari kerja (T+2) setelah Transaksi (*Good Fund*).
- c. Apabila pembeli tidak dapat membayar (Gagal bayar) dengan alasan apapun, maka BKDI berhak untuk membatalkan transaksi dan *Cash Margin* Pembeli akan diserahkan kembali kepada Pembeli setelah seluruh kerugian dan biaya-biaya yang timbul akibat pembatalan transaksi tersebut telah dibayar lunas oleh Pembeli ke rekening ICH.

III. SPECIAL PROVISIONS FOR THE BUYER

- a. Buyers are required to have sufficient Cash Margin for the number of lots to be transacted as determined by BKDI and ICH.
- b. The Buyer is obliged to make Payment of the Transaction at the latest 2 (two) working days (T + 2) after the Transaction (Good Fund).
- c. If the buyer failed to pay (Default) for any reason, then ICDX has the right to cancel the transaction and the Buyer's Cash Margin will be returned to the Buyer, after all losses and fees incurred due to the cancellation of such transaction has been paid in full by the Buyer to the ICH account.

IV. KETENTUAN PENYELESAIAN

Sesuai dengan ketentuan yang berlaku .

IV. SETTLEMENT PROVISIONS

In accordance with the applicable regulations.

V. KETENTUAN LAIN

1. Ketentuan dalam Surat Edaran Bersama ini berlaku efektif terhitung sejak tanggal 7 Juli 2020.
2. Ketentuan-ketentuan lainnya yang belum diatur dalam Surat Edaran Bersama ini tunduk pada Peraturan yang berlaku termasuk dan tidak terbatas pada Peraturan dan Tata Tertib BKDI dan ICH .

V. MISCELLANEOUS

1. The provisions set forth in this Joint Circular shall be effective from 7th July 2020.
2. Other provisions that have not been stated in this Joint Circular are subject to the applicable regulations including and not limited to the Rules and Regulations of ICDX and ICH.

3. Ketentuan-ketentuan dalam Surat Edaran Bersama ini dapat diubah dari waktu ke waktu.

3. The provisions referred to in this Joint Circular are subject to change from time to time.

Demikian Surat Edaran Bersama ini agar dapat diperhatikan dan dilaksanakan sebagaimana mestinya.

This Joint Circular is made to be noticed and implemented accordingly.

Ditetapkan di : Jakarta
Tanggal : 6 Juli 2020

Stipulated in : Jakarta
Date : 6th July 2020

PT Bursa Komoditi dan Derivatif Indonesia (BKDI)

PT Indonesia Clearing House (ICH)



Lambertus J.H.M. Rutten
Direktur Utama
President Director/Chief Executive Officer



Nursalam
Direktur Utama
President Director/Chief Executive Officer

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