

SURAT EDARAN BERSAMA
JOINT CIRCULAR

Nomor : 225/SEB/BKDI-ICH/VII/2020
Lampiran : 1 (Satu) Lampiran
Perihal : Ketentuan Transaksi *Primary Block Trade*

Number : 225 /SEB/BKDI-ICH/VII/2020
Attachment : 1 (One) Appendix
Concerning : Provisions of Primary Block Trade Transaction

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

In regard Implementation Tin Ingot Transaction, then PT Indonesia Commodity and Derivatives Exchange ("ICDX") and PT Indonesia Clearing House ("ICH") stipulate the Terms Primary Block Trade as following:

I. KETENTUAN UMUM

- a. Istilah *Bonafide Trade* dalam Surat Edaran Bersama No. 086/SEB/BKDI-ICH/VII/2015 tentang ketentuan Bonafide Trade telah dirubah menjadi *Primary Block Trade* sejak diterbitkannya SEB ini.
- b. Semua jenis Keanggotaan dapat bertransaksi di Primary Block Trade.
- c. Jam Perdagangan *Primary Block Trade* adalah:

TINPB300	14.30-14.37 WIB
TINPB200	14.40-14.47 WIB
TINPB100	14.50-14.57 WIB
TINPB050	15.00-15.07 WIB

- d. Harga penawaran jual atau beli minimal sama atau lebih besar dari *Suggested Opening Bid (SOB)* yang ditetapkan oleh BKDI pada hari perdagangan yang sama.

I. GENERAL PROVISIONS

- a. The term Bonafide Trade in Joint Circular No. 086/SEB/BKDI-ICH/VII/2015 concerning Bonafide Trade provisions have been changed to Primary Block Trade since the issuance of this SEB.
- b. All types of Membership can trade on the Primary Block Trade.
- c. Primary Block Trade trading hours are:

- d. The minimum bid or ask price is higher or equal than the Suggested Opening Bid (SOB) price set by ICDX on the same trading day.

- e. Biaya transaksi Primary Block Trade untuk Penjual atau Pembeli dengan jenis keanggotaan Transferable dikenakan sebesar 0,12% (nol koma dua belas persen) dari nilai transaksi dan untuk Penjual atau Pembeli dengan jenis keanggotaan Non-Transferable dikenakan sebesar 0,24% (nol koma dua puluh empat persen) dari nilai transaksi, belum termasuk PPN (Pajak Pertambahan Nilai) 10% (sepuluh persen).
- f. Tanggal pengapalan ("H") paling lambat 21 (dua puluh satu) hari kalender setelah formulir kesepakatan transaksi *Primary Block Trade* diterima oleh BKDI ($\leq T+21$).
- g. Bukti Pembelian Timah Dari Bursa (BPTB) akan dikeluarkan oleh BKDI setelah BKDI menerima seluruh dokumen-dokumen dibawah ini:
- 1 Dari Penjual berupa Bukti pembayaran royalti sebesar 3% (tiga persen) dari nilai transaksi ke kas Negara paling lambat 4 (empat) hari kalender sebelum tanggal Pengapalan ($\leq H-4$) atau paling lambat 17 (tujuh belas) hari setelah formulir kesepakatan transaksi *Primary Block Trade* diterima oleh BKDI ($\leq T+17$).
 - 2 Dari Pembeli berupa Instruksi Pengapalan (*Shipping Instruction*) paling lambat 4 (empat) hari kalender sebelum tanggal Pengapalan ($\leq H-4$) atau paling lambat 17 (tujuh belas) hari setelah formulir kesepakatan transaksi *Primary Block Trade* diterima oleh BKDI ($\leq T+17$), dan
 - 3 Dari Pembeli berupa Bukti Pelunasan Pembayaran (Good Fund) ke ICH paling lambat 4 (empat) hari kalender sebelum tanggal Pengapalan ($\leq H-4$) atau paling lambat 17 (tujuh belas) hari setelah formulir kesepakatan transaksi *Primary Block Trade* diterima oleh BKDI ($\leq T+17$).
- e. Primary Block Trade transaction fee for Transferable Membership types are 0.12% (zero point twelve percent) of the transaction value and for Non-Transferable membership types are 0.24% (zero point twenty four percent) of the transaction value, excluding VAT (Value Added Tax) 10% (ten percent).
- f. Shipping date ("H") no later than 21 (twenty one) calendar days after the Primary transaction agreement form Block Trade is accepted by ICDX ($\leq T+21$).
- g. Receipt of Tin Purchase from the Exchange (BPTB) will be issued by the ICDX after ICDX receive all documents below:
- 1 Proof of royalty payment of 3% (three percent) of the transaction value to the State treasury from sellers no later than 4 (four) calendar days prior to shipment date ($\leq H-4$) or no later than 17 (seventeen) days after the Primary Block Trade transaction agreement form is received by ICDX ($\leq T + 17$).
 - 2 Shipping Instruction from buyers no later than 4 (four) calendar days prior to shipment date ($\leq H-4$) or no later than 17 (seventeen) days after the Primary Block Trade transaction agreement form is received by ICDX ($\leq T + 17$),end
 - 3 From Buyer in the form of Proof of Payment Settlement (Good Fund) to ICH no later than 4 (four) calendar days prior to shipment date ($\leq H-4$) or no later than 17 (seventeen) days after the Primary Block Trade transaction agreement form is received by ICDX ($\leq T + 17$).

II. KETENTUAN KHUSUS PENJUAL

- a. Penjual wajib memiliki Bukti Simpan Timah (BST) yang diserahkan kepada ICH minimal sama atau lebih besar dari jumlah lot yang akan ditransaksikan.
- b. Penjual wajib memiliki kecukupan *Cash Margin* terhadap jumlah lot yang akan ditransaksikan sebagaimana ditetapkan oleh BKDI dan ICH
- c. Penjual wajib menyerahkan formulir kesepakatan Transaksi Block Trade (Terlampir) yang telah ditandatangani oleh Pembeli ke BKDI paling lambat pukul 16.00 WIB untuk mendapatkan persetujuan.
- d. Penjual wajib menyerahkan barang yang sudah terjual kepada Pembeli secara *Free On Board (FOB)* dengan melampirkan copy Bill of Lading (B/L) untuk dapat mengajukan penarikan dana transaksi yang telah dibayarkan Pembeli kepada ICH
- 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 telah dibayar lunas oleh Penjual ke rekening ICH.

II. SPECIAL PROVISIONS FOR THE SELLER

- a. The number of Certificate of Tin Deposit (CTD) owned by the Seller must be submitted to ICH at least higher or equal than the number of lots to be transacted.
- b. Sellers are required to have sufficient Cash Margin for the number of lots to be transacted as determined by ICDX and ICH.
- c. The Seller must submit the Block Trade Transaction agreement form (Attached) which has been signed by the Buyer to ICDX no later than 16.00 WIB to get approval.
- d. Sellers are obliged to deliver the goods that have been sold to the Buyer in Free On Board (FOB) by attaching a copy of Bill of Lading (B/L) to be able to submit withdrawal of transaction funds that the Buyer has paid to ICH
- e. If the seller failed to deliver the goods (Default) for any reason, then ICDX 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 menyerahkan Instruksi Pengapalan (*Shipping Instruction*) kepada ICH paling lambat 17 (tujuh belas) hari kalender ($\leq T+17$) setelah formulir kesepakatan transaksi Primary Block Trade diterima oleh BKDI.
- c. Apabila pembeli tidak dapat membayar (Gagal bayar) dengan alasan apapun, maka BKDI berhak untuk membatalkan transaksi dan seluruh kerugian dan biaya-biaya yang timbul akibat Pembatalan transaksi dibayar lunas oleh Pembeli kepada ICH, dan *Cash Margin* Pembeli akan dikembalikan setelah semua kewajiban Pembeli dipenuhi.

IV. KETENTUAN PENYELESAIAN

Sesuai dengan ketentuan yang berlaku.

V. KETENTUAN LAIN

1. Ketentuan dalam Surat Edaran Bersama ini berlaku efektif terhitung sejak tanggal 23 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 .
3. Bahwa dengan berlakunya Surat Edaran Bersama ini, maka khusus ketentuan yang mengatur ketentuan *Primary Block Trade* yang tercantum dalam SEB No. 221/SEB/BKDI-ICH/VI/2020 tentang Ketentuan

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 ICDX and ICH.
- b. Buyers are required to submit Shipping Instruction to ICH no later than 17 (seventeen) calendar days ($\leq T+17$) after the Primary Block Trade transaction agreement form is received by ICDX.
- c. If the buyer failed to pay (Default) for any reason, then ICDX has the right to cancel the transaction and all losses and fees arising from the cancellation of the transaction are paid in full by the Buyer to ICH, and Buyer's Cash Margin will be reversed after all the obligations of the Buyer are fulfilled.

IV. SETTLEMENT PROVISIONS

In accordance with the applicable regulations.

V. MISCELLANEOUS

1. The provisions set forth in this Joint Circular shall be effective from 23rd July 2020.
2. Other provisions that have not been regulated in the Joint Circular is subject to the regulations apply including and not limited to the Rules and Regulations of ICDX and ICH.
3. On the effective date of this Joint Circular, the Joint Circular Terms Primary Block Trade SEB No. 221/SEB/BKDI-ICH/VI/2020 The Terms *Primary Block*

Primary Block Trade, Dan semua Surat Edaran Bersama yang mengatur tentang hal yang sama Dinyatakan tidak berlaku lagi.

Trade, And all the Joint Circular who set about the same thing shall be ceased to effect.

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 : 22 Juli 2020

Stipulated in : Jakarta
Date : 22nd 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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Formulir Kesepakatan Transaksi Primary Block Trade



Nomor Transaksi
Trade Number _____
Tanggal
Date _____



Kode Kontrak
Contract Code _____
Penjual
Seller _____
Pembeli
Buyer _____
Gudang
Warehouse _____
Pelabuhan Muat
Loading Port _____

SOB (USD/MT)
SOB per Contract Code _____

No.	Nomor BST <small>CTD Number</small>	Berat <small>Weight (Kg)</small>	Harga per MT (USD) <small>Price per MT (USD)</small>	Nilai Transaksi <small>Transaction Value</small>
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total		-	-	-

(Seller Company Name)*

(Buyer Company Name)*

Nama Direktur atau Perwakilannya**
(Name of Director or Representative)**

Nama Direktur atau Perwakilannya**
(Name of Director or Representative)**

* Dengan Cap Perusahaan
* Stamped with Company Seal

Menyetujui
Approved by

** Perwakilan harus dibuktikan dengan Surat Kuasa
** Representative shall verified by proxy

Di Isi oleh ICH
(Filled by ICH)

Pemeriksaan Persyaratan Transaksi	Diverifikasi (1) Verified by (1)	Diverifikasi (2) Verified by (2)	Diverifikasi (3) Verified by (3)
1. Kecukupan Cash Margin (Pembeli & Penjual)			
2. Kecukupan Bukti Simpan Timah (BST Penjual)			
3. Kesesuaian Harga Jual/Beli (≥ SOB)			
Checked by ICDX & ICH	Clearing & Settlement	Bisnis Unit Timah	Market Operation

Catatan :
Notes

1. Seluruh ketentuan penyelesaian transaksi ini sesuai dengan Surat Edaran Bersama yang berlaku
All terms of completion of this transaction are in accordance with the applicable joint circular
2. ICH menyatakan formulir ini sebagai bukti transaksi yang sah apabila telah dilengkapi copy BPTB dan Laporan Surveyor
ICH states this form as proof of a valid transaction if it has been completed with a copy of the BPTB and Surveyor Report

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