

SURAT EDARAN BERSAMA

JOINT CIRCULAR

Nomor : 226/SEB/BKDI-ICH/VII/2020
Lampiran : -
Perihal : Ketentuan Transaksi Primary Bulletin Board

Number : 226/SEB/BKDI-ICH/VII/2020
Attachment : -
Concerning : Provisions of Primary Bulletin 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 bulletin Board* sebagai berikut:

In regard Implementation Tin Ingot Transaction, then PT Indonesia Commodity and Derivatives Exchange ("ICDX") and PT Indonesia Clearing House ("ICH") stipulate the Provisions for the Primary Bulletin Board as follows:

I. KETENTUAN UMUM

I. GENERAL PROVISIONS

- a. Istilah transaksi *bulletin* dalam Surat Edaran Bersama No. 104/SEB/BKDI-ICH/X/2016 tentang ketentuan Transaksi *Bulletin* telah dirubah menjadi *Primary Bulletin board* sejak diterbitkannya SEB ini.
- b. Hanya jenis Keanggotaan Transferable yang dapat bertransaksi di *Primary Bulletin Board*.
- c. Jam Perdagangan *Primary Bulletin Board* adalah:

- a. With the publication of this SEB, the term Bulletin Transaction in Joint Circular No. 104/SEB/BKDI-ICH/X/2016 concerning Bulletin Transaction have been changed to Primary Bulletin Board.
- b. Only Transferable Membership types can trade on the Primary Bulletin Board.
- c. Primary Bulletin 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

- d. Harga penawaran jual atau beli minimal sama atau lebih besar dari *Suggested Opening Bid (SOB)* dengan toleransi minus 2% (dua persen).
- e. Biaya Transaksi Primary Bulletin Board untuk Penjual dikenakan sebesar 3% (tiga persen) dari nilai transaksi, belum termasuk PPN (Pajak Pertambahan Nilai) 10% (sepuluh persen).

- d. The minimum bid or ask price is higher or equal than the *Suggested Opening Bid (SOB)* with a tolerance of minus 2% (two percent).
- e. The transaction fee on the Primary Bulletin Board for each of Sellers or Buyers is 3% (three percent) of the transaction value, excluding VAT (Value Added Tax) 10% (ten percent).

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 melakukan pembayaran royalti sebesar 3% (tiga persen) dari nilai transaksi ke kas Negara paling lambat 2 (dua) hari kerja setelah transaksi (T+2).
- c. Penjual wajib menyerahkan barang yang sudah terjual ke Pusat Logistik Berikat (PLB) yang ditunjuk oleh BKDI, dan wajib mendapatkan Bukti Penyerahan Timah Elektronik (*e-Warrant*) atas nama Pembeli yang diterbitkan oleh PLB.
- d. Apabila penjual tidak dapat menyerahkan barang (Gagal Serah) yang disebabkan oleh kelalaian Penjual, 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.

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.

II. SPECIAL PROVISIONS FOR THE SELLER

- a. The Seller has to have a Certificate of Tin Deposit (CTD) submitted to ICH for a quantity at least higher or equal than the number of lots to be traded.
- b. The seller is required to make a royalty payment of 3% (three percent) of the transaction value to the State treasury no later than 2 (two) working days after the transaction (T + 2).
- c. 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 (*e-Warrant*) issued by the PLB in the name of the Buyer.
- d. If the seller is failed to deliver the goods (Default) caused by the Seller's negligence, 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. 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

Apabila penjual tidak dapat menyerahkan barang (Gagal Serah) bukan karena kelalaian Penjual, maka semua kerugian Pembeli yang timbul akan sepenuhnya menjadi tanggungan ICH.

V. KETENTUAN LAIN

1. Dengan berlakunya Surat Edaran ini maka Surat Edaran Nomor 104/SEB/BKDI-ICH/X/2016 tertanggal 28 Oktober 2016 dinyatakan dicabut dan tidak berlaku.
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. Ketentuan dalam Surat Edaran ini berlaku efektif pada 23 Juli 2020.
4. Ketentuan-ketentuan dalam Surat Edaran ini dapat diubah dari waktu ke waktu.

(Bagian ini sengaja di kosongkan)

IV. SETTLEMENT PROVISIONS

If the seller is failed to deliver the goods (Default) not because of seller's negligence, then all Buyer losses incurred will be fully borne by the ICH.

V. MISCELLANEOUS

1. On the effective date of this Circular, Joint Circular Number 104/SEB/BKDI-ICH/X/2016 dated 28th October 2016 shall be revoked and ceased to effect.
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. The provisions set forth in this Circular shall be effective from 23rd July 2020.
4. Provisions as referred to in this Circular are subject to change from time to time.

(This section is intentionally left blank)

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

This is the Joint Circular so that it can 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

Nuksalam

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President Director/Chief Executive Officer

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