

SCHEDULE

Effective Date	:	June 27, 2024
Public Offering Period of Bonds	:	August 27 - 28, 2025
Allotment Date	:	August 29, 2025
Order Refund Date	:	September 1, 2025
Electronic Bond Distribution Date	:	September 2, 2025
Bond Listing Date on the Indonesian Stock Exchange	:	September 3, 2025

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THIS ADDITIONAL INFORMATION IS IMPORTANT AND REQUIRES IMMEDIATE ATTENTION. IF THERE IS ANY UNCERTAINTY REGARDING THE ACTION TO BE TAKEN, IT IS SUGGESTED TO CONSULT A COMPETENT PERSON.

PT BANK SMBC INDONESIA TBK ("THE COMPANY") ARE FULLY RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION, FACTS, DATA OR REPORTS AND THE HONESTY OF OPINIONS CONTAINED IN THIS ADDITIONAL INFORMATION.

THIS PUBLIC OFFERING IS THE THIRD PUBLIC OFFERING OF DEBT SECURITIES OF THE PUBLIC OFFERING OF SHELF REGISTERED BONDS V WHICH HAS BECOME EFFECTIVE.

THIS ADDITIONAL INFORMATION IS AN AMENDMENT AND/OR ADDITIONAL INFORMATION TO THE PROSPECTUS AND ADDITIONAL INFORMATION PREVIOUSLY PUBLISHED BY THE COMPANY IN CONNECTION WITH THE ONGOING PUBLIC OFFERING AND ALL MATERIAL CHANGES HAVE BEEN CONTAINED IN THIS ADDITIONAL INFORMATION.



**PT Bank SMBC Indonesia Tbk**

**Head office domiciled in Jakarta Selatan, Indonesia**

**Main Business Activities:**

**Conducting business as a Commercial Bank**

**Head Office:**

Menara SMBC, 29th Floor

CBD Mega Kuningan

JL. Dr. Ide Anak Agung Gde

Agung, Kav 5.5 - 5.6

**Office Network as of June 30,**

**2025:**

1 head office, 9 non-

operational regional offices,

Jakarta Selatan 12950                      58 branch offices, 177 sub-  
Phone: +62 21 30026200;                      branch offices, and 213 ATMs  
Fax: +62 21 30026308  
Website : [www.smbci.com](http://www.smbci.com);  
E-mail:  
[corporate.secretary@smbci.com](mailto:corporate.secretary@smbci.com)

**PUBLIC OFFERING OF SHELF REGISTERED BONDS V BANK BTPN  
WITH A TARGET OF FUND OF IDR 3,000,000,000,000 (THREE TRILLION  
RUPIAH)  
("SHELF REGISTERED BONDS V")**

As part of the Public Offering of Shelf Registered Bonds V, the  
Company will issue and offer:

**SHELF REGISTERED BONDS V BANK BTPN PHASE I YEAR 2024  
WITH A PRINCIPAL AMOUNT OF IDR 355,060,000,000 (THREE HUNDRED  
FIFTY FIVE MILLION SIX HUNDRED MILLION RUPIAH)**

As part of the Public Offering of Shelf Registered Bonds V, the  
Company will issue and offer:

**SHELF REGISTERED BONDS V BANK SMBC INDONESIA PHASE II YEAR 2024  
WITH A PRINCIPAL AMOUNT OF IDR 1,396,415,000,000,-  
(ONE TRILLION THREE HUNDRED NINETY SIX BILLION FOUR HUNDRED  
FIFTEEN MILLION RUPIAH)**

As part of the Public Offering of Shelf Registered Bonds V, the  
Company will issue and offer:

**SHELF REGISTERED BONDS V BANK SMBC INDONESIA PHASE III YEAR**

**2025**

**WITH A PRINCIPAL AMOUNT OF IDR 816,050,000,000,-**

**(EIGHT HUNDRED AND SIXTEEN BILLION FIFTY MILLION**

**RUPIAH) ("BONDS")**

These Bonds consists of 2 (two) Series, which are Series A Bonds and Series B Bonds which are issued scripless. These Bonds provide the public with the option to choose the desired of bonds series as follows:

Series A : The amount of Series A Bonds offered is IDR 670,650,000,000,- (six hundred seventy billion six hundred fifty million Rupiah) with a Bond Interest rate of 6.10% (six point one zero percent) per year. The term of the Bonds is 3 (three) years from the Issuance Date. Bonds Payment are made in full (bullet payment) on the maturity date.

Series B : The amount of Series B Bonds offered is IDR 145,400,000,000,- (one hundred forty-five billion four hundred million Rupiah) with a Bond Interest rate of 6.20% (six point two zero percent) per

year. The term of the Bonds is 5 (five) years from the Issuance Date. Bonds Payment are made in full (bullet payment) on the maturity date.

These Bonds are offered at 100% (one hundred percent) of the Principal Amount of the Bonds. Bonds Interest is paid quarterly (every 3 months), in accordance with the Bond Interest payment date. The first Bonds Interest payment for each series will be made on December 2, 2025, while the last Bonds Interest payment and the Bonds maturity date will be on September 2, 2028 for Series A and September 2, 2030 for Series B, which are also the repayment dates for each series principal.

**SHELF REGISTERED BONDS V PHASE IV AND/OR NEXT PHASE (IF ANY)**  
**WILL BE DETERMINED LATER.**

**IMPORTANT TO NOTE**

**THESE BONDS ARE NOT GUARANTEED BY SPECIFIC COLLATERAL, BUT ARE GUARANTEED BY ALL OF THE COMPANY'S ASSETS, BOTH MOVABLE AND IMMOVABLE ASSETS, BOTH EXISTING AND FUTURE ASSETS, AS COLLATERAL FOR THE BONDHOLDERS IN ACCORDANCE WITH THE PROVISIONS IN ARTICLE 1131 AND 1132 OF THE CIVIL CODE. THE RIGHTS OF THE BOND HOLDERS ARE PARI PASSU WITHOUT PREFERENTIAL RIGHTS WITH THE RIGHTS OF OTHER COMPANY CREDITORS, BOTH EXISTING AND FUTURE, EXCEPT FOR THE RIGHTS OF THE COMPANY'S CREDITORS THAT ARE SPECIFICALLY**

GUARANTEED BY THE COMPANY'S ASSETS, BOTH EXISTING AND FUTURE. FURTHER INFORMATION REGARDING THE BONDS CAN BE FOUND IN CHAPTER I OF THIS ADDITIONAL INFORMATION.

1 (ONE) YEAR AFTER THE ALLOTMENT DATE, THE COMPANY MAY CONDUCT A BUYBACK FOR SOME OR ALL OF THE BONDS BEFORE THE PRINCIPAL BONDS PAYMENT DATE. THE COMPANY HAS THE RIGHT TO IMPLEMENT THE BUYBACK AS BONDS PAYMENT OR TO KEEP THEM FOR LATER RESALE AT MARKET PRICE WITH ACCOUNT TO THE PROVISIONS IN THE TRUSTEE AGREEMENT AND APPLICABLE LAWS AND REGULATIONS. FURTHER INFORMATION REGARDING BONDS BUYBACK CAN BE SEEN IN CHAPTER I IN THIS ADDITIONAL INFORMATION.

THE MAIN RISK FACED BY THE COMPANY IS CREDIT RISK, THAT IS THE RISK DUE TO THE DEBTOR'S OR COUNTER-PARTY'S FAILURE TO REPAY LOANS OR FULFILL OTHER BUSINESS CONTRACTUAL OBLIGATIONS THAT THE COMPANY MAY FACE, WHICH CAN BE SEEN IN THE ADDITIONAL INFORMATION.

OTHER RISK THAT MAY BE FACED BY INVESTORS WHO PURCHASE BONDS IS THE ILLQUIDITY OF THE BONDS OFFERED IN THIS PUBLIC OFFERING, WHICH IS DUE TO, AMONG OTHERS THINGS, THE PURPOSE OF PURCHASING THE BONDS IS AS A LONG TERM INVESTMENT.

IN CONNECTION WITH THE ISSUANCE OF THE SHELF-REGISTERED BONDS  
V, THE COMPANY HAS RECEIVED A RATING FROM PT PEMERINGKAT EFEK  
INDONESIA ("PEFINDO") WITH A RATING OF:

idAAA (TRIPLE A)

FURTHER INFORMATION REGARDING THE BONDS RATING CAN BE SEEN IN  
CHAPTER I OF THIS ADDITIONAL INFORMATION.

These Bonds will be listed on the Indonesia Stock Exchange.  
The offering of these bonds is guaranteed by full commitment.

**LEAD UNDERWRITER AND BOND UNDERWRITER**



PT BCA  
Sekuritas



PT BNI  
Sekuritas



PT Ina  
Sekuritas  
Indonesia



PT Indo  
Premier  
Sekuritas



PT Mandiri  
Sekuritas

**TRUSTEE**

PT BANK MEGA Tbk.

This Additional Information was issued in Jakarta on  
August 27, 2025.

The Company has submitted a Registration Statement (as defined below) to the Financial Services Authority (OJK) for the Public Offering of Shelf Registered Bonds V Bank BTPN Phase I Year 2024 through letter No. S.245/DIR/CCS/IV/2024 dated April 3, 2024, in accordance with the requirements stipulated in POJK No. 36/2014, which is an implementing regulation of Law of the Republic of Indonesia No. 8 of 1995 concerning Capital Markets, as amended in part by Law of the Republic of Indonesia No. 4 of 2023 concerning Development and Strengthening of the Financial Sector ("**UUP2SK**").

In connection with the Public Offering of Shelf Registered Bonds V, the Company has conducted a Public Offering of Shelf Registered Bonds V Bank BTPN Phase I Year 2024 with a principal amount of IDR 355,060,000,000,- (three hundred fifty five billion sixty million Rupiah) and Public Offering of Shelf Registered Bonds V Bank SMBC Indonesia Phase II Year 2024 with a principal amount of IDR 1,396,415,000,000 (one trillion three hundred ninety six billion four hundred and fifteen million Rupiah).

The Company plans to issue and offer Shelf Registered Bonds V Bank SMBC Indonesia Phase III Year 2025 with a Principal Bond amount of IDR 816,050,000,000,- (eight hundred sixteen billion fifty million Rupiah) which will be listed on the IDX in accordance with the Debt Securities Principle Agreement with



Letter No. S-043/BEI.PP1/05-2024 dated May 6, 2024. If the listing requirements are not met, the Bond Public Offering will be null and void and the subscription money received will be returned to the subscribers in accordance with the provisions of the Bond Underwriter Agreement and Regulation No. IX.A.2, Attachment to the Decision of the Chairman of Bapepam and LK No. KEP-122/BL/2009 dated May 29, 2009 concerning Registration Procedures for Public Offerings ("**Regulation No. IX.A.2**").

The Capital Market Supporting Institutions and Professionals involved in this Bond Public Offering are fully responsible for the data presented in accordance with their functions and positions in accordance with the provisions of laws and regulations in the capital market sector, as well as their respective codes of ethics, norms, and professional standards.

In connection with this Bond Public Offering, any affiliated parties are prohibited from providing information or statements regarding data not disclosed in this Additional Information without first obtaining written approval from the Company and the Bond Lead Underwriters.

The Capital Market Supporting Institutions and Professionals involved in this Bond Public Offering expressly declare that they have no affiliated relationship with the Company, as defined in the Capital Market Law, as amended by UUP2SK.

THIS PUBLIC OFFERING OF BONDS IS NOT REGISTERED UNDER ANY LAWS OR REGULATIONS OTHER THAN THOSE APPLICABLE IN INDONESIA. IF ANYONE OUTSIDE INDONESIA RECEIVES THIS ADDITIONAL INFORMATION, THEN SUCH DOCUMENT IS NOT INTENDED AS AN OFFER TO PURCHASE BONDS, UNLESS SUCH OFFER AND PURCHASE OF BONDS DOES NOT CONTRARY TO OR CONSTITUTE A VIOLATION OF THE LAWS AND STOCK EXCHANGE PROVISIONS APPLICABLE IN SUCH COUNTRY OR JURISDICTION OUTSIDE INDONESIA.

THE COMPANY STATES THAT ALL MATERIAL INFORMATION OR FACTS HAVE BEEN DISCLOSED AND SUCH MATERIAL INFORMATION OR FACTS ARE NOT MISLEADING.

THE COMPANY IS REQUIRED TO SUBMIT THE ANNUAL RATING FOR EACH BONDS CLASSIFICATION TO THE OJK NO LATER THAN 10 (TEN) BUSINESS DAYS AFTER THE END OF THE VALIDITY PERIOD OF THE LAST RATING UNTIL THE COMPANY HAS SETTLED ALL OBLIGATIONS RELATED TO THE BONDS ISSUED, AS REGULATED IN THE FINANCIAL SERVICES AUTHORITY REGULATION NUMBER: 49/POJK.04/2020 DATED 11 DECEMBER 2020 CONCERNING RATING OF DEBT AND/OR SUKUK SECURITIES.

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## DEFINITIONS AND ABBREVIATIONS

"Affiliation" means the parties as referred to in UUP2SK, namely:

(a) family relationship by marriage up to the second degree, both horizontally and vertically, namely the relationship between a person and :

- 1) husband or wife;
- 2) parents of the husband or wife and husband or wife of the child;
- 3) grandparents of the husband or wife and husband or wife of the grandchild;
- 4) a relative of the husband or wife and the husband or wife of the relative; or
- 5) husband or wife of a relative of the person concerned.

(b) family relationship by descent up to the second degree, both horizontally and vertically, namely the relationship between a person with :

- 
- 1) parents and children;
  - 2) grandparents and grandchildren; or
  - 3) siblings of the person concerned.
- (c) relationship between the party and an employee, director or commissioner of the party;
- (d) a relationship between a company and a party that, directly or indirectly, in any way, controls or is controlled by such company or party in determining the management and/or policy of such company or party;
- (e) a relationship between a company and a party that, directly or indirectly, in any way, controls or is controlled by such company or party in determining the management and/or policy of such company or party;
- (f) relationship between 2 (two) or more companies that are controlled, either directly or indirectly, in any way, in determining the management and/or policies of the company by the same party; or

(g) a relationship between the company and a major shareholder, namely a party that directly or indirectly owns at least 20% (twenty percent) of the voting shares of the company.

"Payment Agent" means KSEI, domiciled in South Jakarta, which has made a Payment Agent Agreement with the Company, which is obliged to assist in carrying out the payment of the amount of Bond Interest and/or Bond Principal including Fines and other benefits (if any) to Bondholders through the Account Holder for and on behalf of the Company as stated in the Payment Agent Agreement.

"Custodian Bank" means a general bank that has obtained approval from the OJK to carry out business activities as a Custodian, as referred to in the UUP2SK.

"BI" means Bank Indonesia.



"IDX" or "Stock Exchange" means the market organizer in the capital market for stock exchange transactions, which in this case is PT Bursa Efek Indonesia.

"BNRI" stands for State Gazette of the Republic of Indonesia/State News of the Republic of Indonesia.

"Bond Interest" means the interest payable by the Company to the Bondholders as specified in the Trustee Agreement.

"Account Holder List" means the list issued by KSEI containing information on the ownership of the Bonds by the Bondholders through the Account Holders at KSEI, which contains information on, among others: the name, amount of Bond ownership, tax status and nationality of the Bondholders based on the data provided by the Account Holders to KSEI.

"Material Negative Impact" means a material adverse change or development or event involving the

possibility of a material adverse change in the consolidated financial, operational and legal condition of the Company and its Subsidiaries which may affect the Company's ability to fulfill and carry out its obligations under the Trustee Agreement.

**"Penalty"**

means the amount of funds that must be paid due to the delay in the obligation to pay the Bond Interest on the Bond Interest Payment Date and/or the repayment of the Bond Principal on the Bond Principal Repayment Date in the amount of 1% (one percent) per annum above the Bond Interest rate of each Bond series from the amount of funds that are late paid, calculated on a daily basis, from the day of delay until the full payment of an obligation that must be paid based on the Trustee Agreement, provided that 1 (one) year is 360 (three hundred sixty) Calendar Days and 1 (one) month is 30 (thirty) Calendar Days.

"Emission Document" means the Deed of Public Offering Statement of Continuous Bonds V, Trustee Agreement, Debt Acknowledgement, Bond Underwriting Agreement, Payment Agent Agreement, Debt Securities Registration Agreement at KSEI, IDX Principle Approval, and Bond Issuance Registration Statement documents to OJK in accordance with Regulation No. IX.A.2, POJK No. 7/2017 and POJK No. 36/2014, including but not limited to the Prospectus, Preliminary Prospectus, and Summary Prospectus as will be circulated to the public.

"Securities" means securities (including this Bond) or investment contracts in both conventional and digital forms or other forms in accordance with technological developments that give the owner the right to directly or indirectly obtain economic benefits from the issuer or from certain parties based on agreements and any derivatives of securities, which can be transferred and/or

traded in the capital market, as referred to in the UUP2SK.

"Issuance" means the Public Offering of Bonds offered and sold by the Company to the Public.

"Subsidiary" means a company whose financial statements are consolidated with the Company in accordance with applicable accounting standards in Indonesia.

"Force Majeure " means events relating to circumstances beyond the ability and control of the parties such as (i) floods, earthquakes, volcanic eruptions, other natural disasters, fires, wars or riots in Indonesia, which have a material adverse effect on the ability of each party to fulfill its obligations under the Trust Agreement; (ii) changes in the economic field or money market in Indonesia or changes in laws and regulations, especially in the domestic monetary field and the enactment of regulations in the field of foreign exchange which may have a material

adverse effect on the continuity of the Company's business; or (iii) the time and at the time of the impact of changes in laws and regulations or the enactment or issuance of a decree or enactment of laws regulations, stipulations or orders from the court or government authorities that have a negative impact on the business activities of the Company and its Subsidiaries.

"Bond Subscription Form" or "FPPO" means the original form to be filled in, signed and submitted by the prospective purchasers to the Underwriter.

"Group" means the Company and Subsidiaries.

"Exchange Day" means the days on which the Stock Exchange carries out securities trading transaction activities according to the applicable laws and regulations in the Republic of Indonesia and the provisions of the Stock Exchange.

"Calendar Day" means every day in 1 (one) year according to the Gregorian calendar without exception,

including Saturdays, Sundays and national holidays which are determined from time to time by the Government and ordinary Working Days which due to certain circumstances are determined by the Government as not being ordinary Working Days.

"Business Day" means Monday through Friday, excluding public holidays as may be designated by the Government or ordinary Business Days which due to certain circumstances are designated by the Government as not being ordinary Business Days.

"Outstanding Amount" means the amount of debt payable by the Company to the Bondholders under the Trustee Agreement and other agreements relating to this Issue, including but not limited to the Bond Principal, Bond Interest and Penalty (if any) payable from time to time.

"Written Confirmation" means the written confirmation and/or report of the Bond balance in the Securities Account issued by KSEI, or the Account Holder based

on the Securities Account opening agreement with the Bondholder and such confirmation shall be the basis for the Bondholder to obtain Bond Interest payments, Bond Principal repayments and other rights related to the Bonds.

"Written Confirmation for RUPO" or "KTUR" means a letter of confirmation of ownership of Bonds issued by KSEI to Bondholders through Account Holders, specifically to attend the RUPO or to request the holding of a RUPO, with due observance of the provisions of KSEI.

"Legal Consultant" means HWMA Law, which examines the existing legal facts regarding the Company and its Subsidiaries and other relevant legal information in the context of the Bond Public Offering.

"Custodian" means a party that provides custody services for Securities and other assets related to Securities, assets related to collective investment portfolios, as well as other

services including receiving dividends, interest and other rights, completing Securities transactions and representing Account Holders who are its clients in accordance with the provisions of the UUP2SK, which includes KSEI, Securities Companies and Custodian Banks.

“KSEI”

means PT Kustodian Sentral Efek Indonesia, domiciled in South Jakarta, or its successors and assigns carrying out activities as a Central Securities Depository as defined in the Capital Market Law, which in the Issuance shall serve as Paying Agent and administer the Bonds pursuant to the Bond Registration Agreement at KSEI.

“Allotment  
Manager”

means PT Indo Premier Sekuritas is responsible for the allocation of Bonds offered in accordance with the conditions stipulaed in Regulation No. IX.A.7.



"Bond Public Offering Period" means the period for the public to be able to submit Bond orders as stipulated in the Additional Information and FPPO, namely 2 (two) Working Days. In the event of a suspension of Securities trading on the Stock Exchange for at least 1 (one) Trading Day during the Bond Public Offering Period, the Company may extend the Bond Public Offering Period for the same period as the suspension of Securities trading in question.

"MOLHR" means the Minister of Law and Human Rights of the Republic of Indonesia, formerly known as the Minister of Justice of the Republic of Indonesia, the Minister of Law and Legislation of the Republic of Indonesia and/or other names.

"Notary" means the Notary Office before Ashoya Ratam, SH, MKn, a Notary in Jakarta, which makes agreements in the context of the Bond Public Offering.

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"Bonds"	means debt securities.
"Financial Services Authority/OJK"	means an independent institution, which has the functions, duties and authority to regulate, supervise, inspect and investigate as referred to in Law No. 21 of 2011 concerning the Financial Services Authority, as amended by the UUP2SK.
"Bondholders"	<p>means the Public who owns the beneficial interest in part or all of the Bonds deposited and administered in:</p> <p>(1) Securities Account at KSEI; and/or</p> <p>(2) Securities Account at KSEI through a Custodian Bank or Securities Company.</p>
"Account Holder"	means the party whose name is registered as the owner of the Securities Account at KSEI which includes the Custodian Bank and/or the Securities Company and/or other parties approved by KSEI with due observance of the laws and regulations in the field of capital market.

"Government" means the Government of the Republic of Indonesia, including but not limited to authorities, agencies, commissions, institutions, or bodies both at the central level and at the regional level at all levels.

"Public Offering" means the Bond offering activity conducted by the Company through the Underwriters to sell the Bonds to the public based on the procedures stipulated in the Capital Market Law.

"Shelf Registered Public Offering" means the public offering of Shelf Registered Bonds V conducted in stages by the Company, in accordance with POJK No. 36/2014.

"Debt Acknowledgment" means the Deed of Debt Acknowledgment of Shelf-Registered Bonds V of Bank SMBC Indonesia Phase III Year 2025 No. 34 dated August 12, 2025, made before Ashoya Ratam, SH, MKn, Notary in Jakarta.

"Collective Custody" means custodial services for Securities and/or funds jointly owned by more than one party whose interests are represented by the Custodian, as referred to in the UUP2SK.

"Bond Underwriter" means the party that makes a contract with the Company to guarantee the Public Offering of Bonds with the obligation to purchase the remaining unsold Bonds, which in this case are PT BCA Sekuritas, PT BNI Sekuritas, PT Ina Sekuritas Indonesia, PT Indo Premier Sekuritas and PT Mandiri Sekuritas in accordance with the terms and conditions in the Bond Underwriting Agreement.

"Bond Underwriters" means the party responsible for the organization and administration of the Public Offering of Bonds, which in this case is PT BCA Securities, PT BNI Securities, PT Ina Securities Indonesia, PT Indo Premier Securities and PT Mandiri Securities in accordance with the terms and conditions in the Bond Underwriting Agreement.

"KSEI Regulation" means the KSEI Regulation regarding Central Custodian Services, Attachment to the Decision of the Board of Directors of KSEI No. KEP-0013/DIR/KSEI/0612 dated June 11, 2012.

"Regulation No. IX.A.2" means Regulation No. IX.A.2, Attachment to the Decision of the Chairman of Bapepam-LK No. Kep-122/BL/2009 dated May 29, 2009 regarding Registration Procedures in the Context of Public Offerings.

"Regulation No. IX.A.7" means Regulation No. IX.A.7, Attachment to the Decision of the Chairman of Bapepam-LK No. Kep-691/BL/2011 dated December 30, 2011 regarding the Subscription and Allotment of Securities in a Public Offering.

"Payment Agent Agreement" means the agreement made between the Company and KSEI as stated in the Deed of Payment Agent Agreement No. 33 dated August 12, 2025, made before Ashoya Ratam, SH, MKn, Notary in Jakarta.

"Bond Underwriting Agreement" means the agreement made between the Company and the Underwriter of the Bond Issuance as stated in the Deed of Underwriting Agreement for the Issuance of Sustainable Bonds V of Bank SMBC Indonesia Phase III of 2025 No. 32 dated August 12, 2025, made before Ashoya Ratam, SH, MKn, Notary in Jakarta.

"Trustee Agreement" means the agreement made between the Company and the Trustee as stated in the Deed of Trustee Agreement for the Continuous Bonds V of Bank SMBC Indonesia Phase III of 2025 No. 31 dated August 12, 2025, made before Ashoya Ratam, SH, MKn, Notary in Jakarta.

"Debt Securities Registration Agreement at KSEI" means the agreement made between the Company and KSEI as stated in the Debt Securities Registration Agreement at KSEI No. SP-083/OBL/KSEI/0725 dated August 12, 2025 which was made under hand and with sufficient stamp duty.

"Registration Statement" means the document required to be submitted to OJK by the Company in connection with the

Public Offering of Shelf Registration Bond  
V.

"Registration Statement becomes Effective" means the effectiveness of the Registration Statement in accordance with the provisions of the UUP2SK, namely:

- a. on the 20th business day after the receipt of the complete Registration Statement or on an earlier date if declared effective by OJK; or
- b. in the event that OJK requests changes and/or additional information from the Company within the aforementioned 20 business days, then the calculation of time for the effectiveness of the Registration Statement shall be calculated from the date of receipt of such changes and/or additional information.

"the Company" means PT Bank SMBC Indonesia Tbk, domiciled in South Jakarta, a limited liability company established according to and based

on the laws and regulations of the Republic of Indonesia.

"Approval in Principle" means the approval granted by the Stock Exchange on the listing application submitted by the Company based on Letter No. S-04310/BEI.PP1/05-2024 dated May 6, 2024 regarding Approval in Principle of Listing of Debt Securities.

"Securities Company" means a party conducting activities as an Underwriter, Broker-Dealer or Investment Manager, as referred to in the UUP2SK.

"Securities Rating Company" means a party conducting rating business activities on (i) a Securities; and/or (ii) certain parties conducting activities in the field of capital market, which in this case is PT Pemeringkat Efek Indonesia.

"Loan" means all forms of debts including bank debts, lease debts, convertible securities debts, securities debts and other loan instruments, investment credit debts, debts



of the Company or other parties secured by collateral or pledge over the assets of the Company and its Subsidiaries in accordance with the pledge value, debts of other parties outside the Subsidiaries which are guaranteed by the Company and its Subsidiaries, including loans originating from other companies that are acquired and become Subsidiaries or other companies that are merged into the Company, except debt in the context of the Company's Daily Business Activities (including but not limited to trade payables, tax payables, dividend payables, and non-contingent obligations to banks in connection with payments for Letters of Credit (L/C) or similar instruments.

"Rights Issue II" means Capital Increase by Granting Pre-emptive Rights to Shareholders II in the Framework of Issuing Pre-emptive Rights to Shareholders.

"POJK No. 7/2017" means OJK Regulation No. 7/POJK.04.2017 dated March 14, 2017 regarding Registration Statement Documents in the Framework of Public Offering of Equity Securities, Debt Securities and/or Sukuk.

"POJK No. 9/2017" means OJK Regulation No. 9/POJK.04/2017 dated March 14, 2017 regarding the Form and Content of Prospectus and Brief Prospectus in the Context of Public Offering of Debt Securities.

"POJK No.11/2016" Means OJK Regulation No. 11/POJK.03/2016 as amended by Financial Services Authority Regulation No. 34/POJK.03/2016 regarding the Minimum Capital Adequacy Requirement of Commercial Banks.

"POJK No.14/2017" Means OJK Regulation No. 14/POJK.03/2017 dated April 7, 2017 regarding Recovery Plan for Systemic Banks.

"POJK No.14/2025" Means OJK Regulation No. 14/POJK.04/2025 dated June 20, 2025 regarding Implementation

of General Meetings of Shareholders, General Meetings of Bondholders, and General Meetings of Sukuk Holders Electronically.

"POJK No.17/2020" means OJK Regulation No. 17/POJK.04/2020 dated April 21, 2020 regarding Material Transactions and Changes in Business Activities.

"POJK No.19/2020" means OJK Regulation No. 19/POJK.04/2020 dated April 22, 2020 regarding Commercial Banks Performing Activities as Trustee.

"POJK No.20/2020" means OJK Regulation No. 20/POJK.04/2020 dated April 22, 2020 regarding Trustee Contracts for Debt Securities and/or Sukuk.

"POJK No.30/2015" means OJK Regulation No. 30/POJK.04/2015 dated 22 December 2015 regarding the Report on the Realization of the Use of Proceeds from Public Offerings.

"POJK No.33/2014" means OJK Regulation No. 33/POJK.04/2014 dated December 8, 2014 regarding the Board

of Directors and Board of Commissioners of Issuers or Public Companies.

"POJK No.34/2014" means OJK Regulation No. 34/POJK.04/2014 dated December 8, 2014 regarding the Nomination and Remuneration Committee of Issuers or Public Companies.

"POJK No.35/2014" means OJK Regulation NO. 35/POJK.04/2014 dated December 8, 2014 regarding Corporate Secretary of Issuers or Public Companies.

"POJK No. 34/2016" means OJK Regulation No. 34/POJK.03/2016 dated September 22, 2016 regarding the Amendment to POJK No. 11/POJK.03/2016 regarding the Minimum Capital Adequacy Requirement of Commercial Banks.

"POJK No.36/2014" means OJK Regulation No. 36/POJK.04/2014 dated December 8, 2014 regarding Sustainable Public Offerings of Debt Securities and/or Sukuk.

"POJK No.42/2020" means OJK Regulation No. 42/POJK.04/2020 dated July 1, 2020 regarding Affiliated Transactions and Conflict of Interest Transactions.

"POJK No.49/2020" means OJK Regulation No. 49/POJK.04/2020 dated December 11, 2020 regarding Rating of Debt Securities and/or Sukuk.

"POJK No.55/2015" means OJK Regulation No. 55/POJK.04/2015 dated December 29, 2015 regarding the Establishment and Implementation Guidelines for the Audit Committee.

"POJK No.56/2015" means OJK Regulation No. 56/POJK.04/2015 dated December 29, 2015 regarding the Establishment and Guidelines for the Preparation of Internal Audit Unit Charter.

"Bond Principal" means the principal amount of the Company's loan to the Bondholders, which is offered and issued by the Company through a Public Offering which is a series of Public Offerings of Shelf Registered, based on

Bonds payable from time to time with a nominal value of IDR 816,050,000,000,- (eight hundred sixteen billion fifty million Rupiah), consisting of 2 (two) series of Bonds with a maximum term of 5 (five) years from the Issuance Date. The Principal Amount of the Bonds may be reduced in connection with the repayment of the Principal of the Bonds of each series of Bonds and/or the implementation of repurchases as repayment of the Bonds as evidenced by the Jumbo Bond Certificate, with due observance of the provisions in the Trustee Agreement.

“PSAK” means the abbreviation of Statement of Financial Accounting Standards.

“Securities Account” means an account containing the record of the position of the Bonds and/or funds belonging to the Bondholders administered by KSEI, the Custodian Bank or the Securities Company based on the securities account opening agreement signed with the Bondholders.

"RP/IDR" means the abbreviation for Rupiah, the lawful currency of the Republic of Indonesia.

"RUPO" means an abbreviation for General Meeting of Bondholders as stipulated in the Trustee Agreement.

"GMS" means abbreviation for General Meeting of Shareholders, which is an organ of a limited liability company that has authority not granted to the Board of Directors or the Board of Commissioners within the limits set forth in the Company Law and/or the articles of association of a limited liability company.

"EGMS" means the abbreviation of Extraordinary GMS.

"Book-Entry Unit" means a unit of Bond amount that may be transferred from one Securities Account to another Securities Account, which shall be

IDR 1 (one Rupiah) or any multiple thereof,  
as stipulated in the Trustee Agreement.

“Trading Unit” means the trading unit of the Bonds shall be  
IDR 5,000,000 (five million Rupiah) and/or  
its multiples or in accordance with the terms  
and conditions as set forth in the IDX  
regulations.

“Bond Jumbo  
Certificate” shall mean the evidence of issuance of the  
Bonds held in Collective Custody at KSEI,  
issued by the Company in the name or  
registered in the name of KSEI for the  
benefit of the Bondholders through the  
Account Holders.

“Distribution  
Date” means the date of submission of the Jumbo  
Bond Certificate resulting from the Public  
Offering to KSEI which is the electronic  
distribution date no later than 2 (two)  
Working Days after the Allotment Date,  
namely August 29, 2025.



"Issue Date" means the Bond Distribution Date, which is also the Payment Date of the Bond Issue proceeds from the Joint Lead Underwriters to the Company, which is the date of issuance of the Bonds.

"Bond Principal Repayment Date" means the date on which each series of Bonds becomes due and payable to the Bondholders as specified in the Register of Account Holders through the Paying Agent.

"Bond Interest Payment Date" means the date on which the Bond Interest becomes due and payable to the Bondholders whose names are listed in the Register of Bondholders through the Paying Agent and with due observance of the provisions in the Trustee Agreement.

"Allotment Date" means the date on which Bonds are allocated in the event that the number of Bond requests during the Public Offering Period exceeds the number of Bonds offered, in accordance with Regulation No. IX.A.7, which must be completed no later than 2 (two) Working Days

after the end of the Public Offering Period,  
namely August 29, 2025.

“Job Creation Law” means the Job Creation Perppu which has been enacted into law pursuant to Law No. 6 of 2023 on the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation into Law, State Gazette of the Republic of Indonesia No. 41 of 2023, Supplement No.6856, along with its implementing regulations.

“UUP2SK” means Law No. 4 of 2023 dated January 12, 2023 on Financial Sector Development and Strengthening, State Gazette of the Republic of Indonesia Year 2023 No. 4, Amendment No. 6845.

“UUPM” or “Capital Market Law” means Law No. 8 of 1995 dated November 10, 1995 on the Capital Market, State Gazette of the Republic of Indonesia No. 64 of 1995, Supplement No. 3608, together with its implementing regulations.

"Company Law" means Law No. 40 of 2007 dated August 16, 2007 regarding Limited Liability Companies, State Gazette of the Republic of Indonesia No. 106 of 2007, Supplement No. 4756, as amended by the Job Creation Law.

"Trustee" means the party representing the interests of the Bondholders as referred to in the Capital Markets Law, which in this case is PT Bank Mega Tbk. domiciled in Jakarta, or its successors and assigns, based on the Trustee Agreement.

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## DEFINITIONS AND TECHNICAL ABBREVIATIONS

"ATM"	means Automated Teller Machine, which is an electronic machine that can replace the function of a teller such as withdrawing cash, checking balances and transferring funds.
"ATMR"	means Risk-Weighted Assets, namely the amount of assets that have been weighted in accordance with BI provisions, to be used as a denominator (divisor) in calculating the Capital Adequacy Ratio (CAR).
"Fixed Assets"	means tangible assets including investment property used in the production or supply of goods or services, or for administrative purposes.
"BOPO"	means Operating Costs compared to Operating Income.
"CAGR"	stands for Compounded Annual Growth Rate, or compound growth rate per year.

"CKPN"	means Allowance for Impairment Losses.
"Credit Given"	means credit granted (excluding consumer financing receivables and finance lease receivables) unless otherwise stated.
"LDR"	means Loan to Deposit Ratio, which is the ratio of credit provided (including consumer financing receivables and finance lease receivables) to the amount of deposits from customers.
"NIM"	means Net Interest Margin, namely Net Interest Margin which is net interest income divided by the average productive assets.
"NPL"	means Non Performing Loan, namely problematic credit, including collectibility that is less than smooth, doubtful and stuck.
"Total Pro Forma Consolidated Loans"	means the amount of the Company's and Subsidiary's Loans on the testing date, plus new Loans to be submitted by the Company

and/or Subsidiary to third parties. For Loans in foreign currency (foreign currency debt) and not yet hedged, the Rupiah equivalent value of the foreign currency debt is the result of multiplying the foreign currency debt balance and the exchange rate on the testing date. For foreign currency debt that has been hedged, the Rupiah equivalent value of the foreign currency debt is the result of multiplying the foreign currency debt balance and the hedging rate of the foreign currency debt.

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**COMPANY/PARTY NAME ABBREVIATIONS**

"OTO"	: PT Oto Multiartha
"SOF"	: PT Summit Oto Finance
"BCA"	: Means PT Bank Central Asia Tbk
"BTPN Syariah"	: Means PT Bank Syariah Tbk
"BTPN Syariah Ventura"	: Means PT Bank Syariah Ventura Tbk
"SMBC"	: Means Sumitomo Mitsui Banking Corporation
"SMBC Singapura"	: Means Sumitomo Mitsui Banking Corporation Singapore Branch
"SMFG"	: Means Sumitomo Mitsui Financial Group

## **SUMMARY**

The summary below is an inseparable part and should be read in conjunction with the more detailed information including the consolidated financial statements and related notes to the consolidated financial statements, and business risks, all of which are listed in this Additional Information. This summary is based on facts and considerations that are important to the Company. All of the Company's financial information is presented in millions of Rupiah and on a consolidated basis, unless otherwise stated, and is prepared in accordance with generally accepted accounting principles in Indonesia.

## **INFORMATION ABOUT THE BONDS OFFERED**

Bond Name : Shelf Registered Bonds V Bank SMBC  
Indonesia Phase III Year 2024.

Principal Amount of Bonds : The total principal value of the bonds to be issued is IDR 816,050,000,000 (eight hundred sixteen billion fifty million Rupiah), which is divided into 2 (two) series, with the following provisions:



Series A : The Series A Bonds offered amount to IDR 670,650,000,000 (six hundred seventy billion six hundred fifty million Rupiah) with a Bond Interest of 6.10% (six point one zero percent) per year. The Bonds have a term of 3 (three) years from the Issuance Date. Bond payments are made in full (bullet payment) on the maturity date; and

Series B : The Series B Bonds offered amount to IDR 145,400,000,000 (one hundred and forty five billion four hundred million Rupiah) with a Bond Interest of 6.20% (six point two zero percent) per year. The Bonds have a term of 5 (five) years from the

Issuance Date. Bond  
payments are made in full  
(bullet payment) on the  
maturity date.

Bond Series and Term : Series A : 3 (three) years; and  
Series B : 5 (five) years.

Bond Interest Rate : Series A : 6.10% (six point one zero  
percent; and  
Series B : 6.20% (six point two zero  
percent).

Bond Interest is paid quarterly, where  
the first Bond Interest will be paid on  
December 2, 2025, while the last Bond  
Interest along with the Bond repayment  
will be paid on September 2, 2028 for  
Series A Bonds and September 2, 2030  
for Series B Bonds.

Offer Price : 100% of the Bond Principal value.

- Bond Trading Unit : IDR 5,000,000 (five million Rupiah) or its multiples.
- Transfer Unit : IDR 1 (one Rupiah).
- Guarantee : This bond is not secured by any special collateral, but is secured by all of the Company's assets, both movable and immovable, both existing and future, which serve as collateral for the Bondholders in accordance with the provisions of Articles 1131 and 1132 of the Civil Code. The rights of the Bondholders are pari passu without any preferential rights with the rights of other creditors of the Company, both existing and future, except for the rights of the Company's creditors that are specifically secured by the Company's assets, both existing and future.
- Sinking Fund : The Company does not set aside/provide funds for payment of Bond Interest

and/or repayment of the Principal of this Bond with the consideration of optimizing the use of proceeds from the Bond Issuance in accordance with the purpose of the planned use of proceeds from the Bond Issuance, as disclosed in Chapter II in this Additional Information.

Buyback : The Company may repurchase Bonds with the provision that the repurchase of Bonds is intended as a settlement where the implementation of the repurchase of Bonds is carried out through the stock exchange or outside the stock exchange and can only be carried out 1 (one) year after the allotment date. The repurchase of Bonds cannot be carried out if it results in the Company being unable to fulfill the provisions in the Bond Trustee Agreement and if the Company is negligent (default) as referred to in the Bond Trustee Agreement, unless it has obtained the

approval of the RUPO. The Company has the right to implement the repurchase to be used as partial or complete settlement of the Bonds or to be stored and/or resold by considering the provisions in the Bond Trustee Agreement and prevailing laws and regulations.

Rating Result : idAAA (Triple A) from Pefindo.

Trustee : PT Bank Mega Tbk.

#### **LIABILITIES WILL MATURE WITHIN 3 MONTHS**

(In millions Rupiah)

Description	July 2025	August 2025	September 2025
<b>Liabilities</b>			
Deposit	40,513,309	6,443,610	6,681,134
Liabilities	74,681	29,603	47,096
Derivatives			
Liabilities	815,878	391,870	572,038
acceptance			
Loans received	839,413	173,835	574,557
Liabilities rent	234	-	10,798

Description	July 2025	August 2025	September 2025
Other liabilities	734,729	33,009	1,166
<b>Amount Liabilities</b>	<b>42,978,244</b>	<b>7,071,927</b>	<b>7,886,789</b>

#### DEBT SECURITIES THAT HAVE NOT YET MATURED

(In millions Rupiah)

Series	Nominal Value	Fixed Interest Rate	Maturity Date
Shelf Registered Bonds V Phase I Series A	114,755	7,00%	July 5, 2027
Shelf Registered Bonds V Phase I Series B	240,305	7,10%	July 5, 2029
Shelf Registered Bonds I Oto Multiartha Phase I Series A	315,000	6,35%	July 7, 2026
Shelf Registered Bonds I Oto Multiartha Phase I Series B	185,000	6,50%	July 7, 2028
Shelf Registered Bonds I Oto Multiartha Phase II Series A	255,270	6,55%	September 14, 2025
Shelf Registered Bonds I Oto Multiartha Phase II Series B	114,705	6,90%	September 4, 2027
Shelf Registered Bonds I Oto Multiartha Phase II Series C	330,025	7,10%	September 4, 2029

<b>Series</b>	<b>Nominal Value</b>	<b>Fixed Interest Rate</b>	<b>Maturity Date</b>
Shelf Registered Bonds V Phase II Series A	429,910	6,70%	December 17, 2027
Shelf Registered Bonds V Phase II Series B	966,505	6,95%	December 17, 2029

To fulfill these obligations, the Company will use internal cash. The Company continuously monitors the obligations that will mature, so that every obligation that will mature can always be fulfilled on time.

#### **USE OF FUNDS FROM THE PUBLIC OFFERING**

All funds obtained from the Public Offering of Bonds, after deducting Issuance costs, will be used by the Company for working capital to support business growth in the form of credit.

Full information regarding the use of funds from the Public Offering of Bonds can be found in Chapter II of this Additional Information.

## OVERVIEW OF IMPORTANT FINANCIAL DATA

The table below presents a summary of the Company's important financial data sourced from the Company's financial statements for the period (i) as of and for the six-month period ended June 30, 2025 (unaudited) and 2024 (ii) as of and for the year ended December 31, 2024 and 2023 which have been audited by the Public Accounting Firm Siddharta Widjaja & Rekan (a member firm of KPMG International Limited), based on the auditing standards established by the Indonesian Institute of Certified Public Accountants ("IAPI") with an unmodified opinion as stated in the report dated February 28, 2025 signed by Novie, S.E., CPA (Public Accountant Registration No. AP.1212).

### Statement of Consolidated Financial Position

(In million Rupiah)

	June 30,	December 31,	
	2025*	2024	2023
Total Assets	234,353,283	241,096,427	201,448,392
Total Liabilities	169,940,298	176,751,036	150,244,468
Total Equity	55,108,111	54,746,039	41,283,104

\*unaudited



## CONSOLIDATED COMPREHENSIVE INCOME STATEMENT

(In million Rupiah)

	For the six-month period ended June 30		For the year ended December 31	
	2025*	2024*	2024	2023
Interest and				
sharia income	12,226,763	10,990,320	23,588,335	18,815,673
Interest and				
sharia				
expenses	(4,201,858)	(4,038,668)	(8,380,053)	(6,771,610)
Net Operating				
Income	1,578,747	1,794,232	4,104,017	3,461,035
Net Profit	1,236,651	1,415,901	3,216,240	2,682,484
Other				
Comprehensive				
Income for				
the Year, Net				
of Income Tax	(155,319)	(46,441)	74,756	18,348

\*unaudited

## FINANCIAL RATIOS

	June 30,	December 31,	
	2025*	2024	2023
<b>CAPITAL</b>	30.08%	30.36%	30.31%

	June 30,	December 31,	
	2025*	2024	2023
CAR by taking into account credit & operational risk			
CAR by taking into account credit, operational and market risks	29.69%	30.02%	29.90%

#### ASSET QUALITY

Non-performing earning assets to total earning assets	1.20%	1.19%	0.68%
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Non-performing earning assets and nonperforming non-productive assets to total earning assets and non-productive assets	1.21%	1.20%	0.68%
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CKPN of financial assets to earning assets	2.55%	2.60%	2.46%
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#### RENTABILITY

ROA	1.36%	1.80%	1.73%
ROE	4.57%	6.83%	6.54%
NIM	7.17%	7.10%	6.45%

	June 30,	December 31,	
	2025*	2024	2023
Total liabilities to total equity (x)	3.25	3.40	3.88
Total liabilities to total assets (x)	0.76	0.77	0.80
<b>EFFICIENCY LEVEL</b>			
BOPO	86.95%	83.21%	83.72%
CIR	54.82%	53.89%	52.69%
<b>CREDIT QUALITY</b>			
NPL - gross	2.39%	2.50%	1.36%
NPL - net	1.13%	1.07%	0.40%
<b>LIQUIDITY</b>			
LDR	159.36%	147.04%	142.68%
<b>COMPLIANCE</b>			
Percentage of BMPK violation	0.00%	0.00%	0.00%
<b><u>GWM of the Company</u></b>			
Rupiah			
Primary GWM	4.05%	6.91%	8.30%

	June 30,	December 31,	
	2025*	2024	2023
PLM GWM	10.33%	19.44%	9.49%
Foreign Currency			
Foreign Currency GWM	4.03%	4.02%	4.02%
<b><u>Subsidiary Company GWM</u></b>			
Rupiah			
Total GWM	4.53%	5.86%	5.54%
PDN	1.04%	1.35%	0.52%
*unaudited			

#### **SHARE OWNERSHIP AND CAPITAL STRUCTURE OF THE COMPANY**

Based on Deed No. 55/2024, Deed No. 27/2025 and the Monthly Report of Securities Holder Registration as of July 31, 2025 submitted by the Company to the OJK through Letter No. S.068/CCS/VIII/2025 dated August 8, 2025, the latest capital structure and shareholder composition of the Company are as follows:

Share capital with a nominal value of IDR 20 per share			
	Total Shares	Nominal Value (IDR)	%
<b>Authorized Capital</b>	<b>15,000,000,000</b>	<b>300,000,000,000</b>	
<b>Issued and Fully Paid-up Capital</b>			
SMBC	9,692,826,975	193,856,539,500	91,047%
PT Bank Central Asia			
Tbk*	109,742,058	2,194,841,160	1,031%
PT Bank Negara Indonesia (Persero)			
Tbk	12,007,137	240,142,740	0,113%
Merisa Darwis	223,858	4,477,160	0,002%
Henoch Munandar	175,256	3,505,120	0,002%
Hanna Tantani	149,654	2,993,080	0,001%
Dini Herdini	120,072	2,401,440	0,001%
Atsushi Hino	1,500	30,000	0,000%
Public (each <5%)	830,699,238	16,613,984,760	7,803%
<b>Total Issued and Fully Paid-up Capital</b>	<b>10,645,945,748</b>	<b>212,918,914,960</b>	<b>100,00%</b>
<b>Number of Shares in Portepel</b>	<b>4,354,054,252</b>	<b>87,081,085,040</b>	

\*In order to fulfill the provisions of Article 4 paragraph (2) and paragraph (3) of PP No. 29/1999 regarding the obligation to maintain at least 1% (one percent) of shares that are not listed on the IDX and remain owned by Indonesian citizens and/or Indonesian legal entities, currently 109,742,058 shares owned by PT Bank Central Asia Tbk, representing 1.031% of the total issued and paid-up capital of the Company, are not listed on the IDX.

## **BUSINESS ACTIVITIES**

The Company (PT Bank SMBC Indonesia Tbk (SMBC Indonesia)—formerly PT Bank BTPN Tbk (Bank BTPN)—is a foreign exchange bank resulting from the merger of PT Bank Tabungan Pensiunan Nasional Tbk (BTPN) and PT Bank Sumitomo Mitsui Indonesia in February 2019. Embracing the spirit of "Together More Meaningful," SMBC Indonesia exists to create more meaningful growth for the community through a variety of innovative and comprehensive financial solutions centered on the needs of customers across various segments. SMBC Indonesia provides products and services such as green financing, products and services for retirees, micro, small, and medium enterprises, large national, multinational, and Japanese corporate customers, wealth management services through Sinaya, and digital banking services for the digitally savvy community through Jenius. In addition,

SMBC Indonesia also has subsidiaries, namely PT Bank BTPN Syariah Tbk, which serves customers from productive underprivileged communities, as well as financing companies PT Oto Multiartha (OTO) for four-wheeled vehicles and PT Summit Oto Finance (SOF) for two-wheeled vehicles (hereinafter referred to as the "OTO Group"), SMBC Indonesia's commitment to providing a sustainable positive impact on the wider community is also reflected in Daya, a sustainable and measurable empowerment program through regular training aimed at developing capabilities and capacities for a more meaningful life. The Company is currently headquartered in Jakarta with branches in more than 200 cities throughout Indonesia.

The Company carries out its community activities through its Corporate Social Responsibility (CSR) program. The Company integrates its social programs as part of its business activities. Therefore, the motto "Together, we create opportunities for growth and a more meaningful life" is not only a social activity for the Company but an integral part of its daily banking business activities, right down to the branch level.

## **BUSINESS PROSPECTS**

The global economy is forecast to grow steadily amid increasing risks and uncertainties going forward. Continued geopolitical tensions in the Middle East, monetary policy direction influenced by the disinflationary outlook and slowing economic growth in developed countries, and geoeconomic and trade fragmentation are some of the factors attracting market attention. Based on Bank Indonesia's estimates, global growth in 2024 is projected at 3.2% with a slowing trend. Global inflation is on a downward trend, encouraging convergence in monetary policy easing, particularly in developed countries. Domestically, Bank Indonesia projects economic growth in 2024 to be in the range of 4.7-5.5%, with an increase in 2025. The domestic inflation rate continued its decline, reaching 1.84% year-on-year in September 2024, with core inflation at 2.09% year-on-year. This level is within Bank Indonesia's target range of 1.5% to 3.5%. Core inflation is expected to remain subdued, as inflation expectations remain anchored within the target range, the economy remains robust and responsive to domestic demand, and imported inflation remains under control, in line with the Rupiah exchange rate stabilization policy. Rupiah exchange rate stability is maintained in line with Bank Indonesia's policy commitments. The Rupiah exchange rate is expected to remain stable, driven by attractive yields, low inflation, and Indonesia's continued positive economic growth prospects. Globally, interest rates have begun a downward trend,



with Bank Indonesia lowering its policy rate to 6.00% in September 2024. Bank Indonesia continues to monitor the scope for rate cuts, while closely monitoring the outlook for inflation, the Rupiah exchange rate, and economic growth.

In 2024, industrial credit is expected to grow by 10%-12%. Credit growth in September 2024 remained strong, reaching 10.85% yoy. From the supply side, strong credit growth was supported by maintained interest in lending, continued reallocation of liquid assets to credit by banks, and support from Bank Indonesia's KLM (Land and Loans Management Agency). From the demand side, credit growth was supported by maintained corporate business performance. Sectorally, credit growth in the majority of economic sectors remained strong, particularly in the Business Services, Trade, Industry, Mining, and Transportation sectors. By usage group, working capital credit, consumer credit, and investment credit grew by 10.01% yoy, 10.88% yoy, and 12.26% yoy, respectively, in September 2024. Sharia financing grew by 11.37% yoy, while MSME credit grew by 5.04% yoy. Furthermore, banking liquidity remains adequate, as reflected in the high Liquid Assets to Deposits ratio of 25.40% in September 2024. The banking capital adequacy ratio (CAR) in August 2024 was recorded at 26.69%, and the non-performing loan ratio in August 2024 was maintained at a low level of 2.26% (gross) and 0.78% (net). By leveraging the potential for economic growth and credit within

the banking industry, the Company will focus on growing credit distribution by establishing a risk appetite aligned with the required objectives and through the value chain, growing its retail customer base by optimizing distribution channels, as well as cross-business collaboration and strategic partnerships with the market ecosystem. The Company will also continue its CASA growth strategy and increase fee-based income through, among others, foreign exchange (forex), digital solutions and wealth management through Jenius for retail customers, and trade and cash management for corporate customers.

## **I. PUBLIC OFFERING**



### **PT Bank SMBC Indonesia Tbk**

#### **MAIN BUSINESS ACTIVITIES**

Conducting business as a Commercial Bank

Head office domiciled in Jakarta Selatan, Indonesia

#### **Head Office:**

Menara SMBC, 29th Floor

CBD Mega Kuningan

JL. Dr. Ide Anak Agung Gde

Agung, Kav 5.5 - 5.6

Jakarta Selatan 12950

Phone: +62 21 30026200;

Fax: +62 21 30026308

Website : [www.smbci.com](http://www.smbci.com);

E-mail:

[corporate.secretary@smbci.com](mailto:corporate.secretary@smbci.com)

#### **Office Network as of**

**June 30, 2025:**

1 head office, 9 non-

operational regional

offices, 58 branch

offices, 177 sub-branch

offices, and 213 ATMs

**PUBLIC OFFERING OF**  
**SHELF REGISTERED BONDS V BANK BTPN**  
**WITH A TARGET OF FUND OF IDR 3,000,000,000,000**  
**(THREE TRILLION RUPIAH)**  
**("SHELF REGISTERED BONDS V")**

As part of the Public Offering of Shelf Registered Bonds V,  
the Company will issue and offer:

**SHELF REGISTERED BONDS V BANK SMBC INDONESIA PHASE III**  
**YEAR 2025**  
**WITH A PRINCIPAL AMOUNT OF IDR 816,050,000,000 (EIGHT HUNDRED**  
**AND SIXTEEN BILLION AND FIFTY MILLION RUPIAH) ("BONDS")**

These bonds are issued scripless and are offered at 100% (one hundred percent) value, in 2 (two) series, namely:

Series A : The Series A Bonds offered amount to IDR 670,650,000,000 (six hundred seventy billion six hundred fifty million Rupiah) with a Bond Interest of 6.10% (six point one zero percent) per year. The Bonds have a term of 3 (three) years from the Issuance Date. Bond payments are made in full (bullet payment) on the maturity date.

Series B : The Series B Bonds offered amount to IDR 145,400,000,000 (one hundred forty-five billion four hundred million Rupiah) with a Bond Interest of 6.20% (six point two zero percent) per year. The Bonds have a term of 5 (five) years from the Issuance Date. Bond payments are made in full (bullet payment) on the maturity date.

Bond interest is paid quarterly, with the first interest payment due on December 2, 2025, and the final interest payment, along with the repayment of the bonds, on September 2, 2028 for Series A Bonds and September 2, 2030 for Series B Bonds.

The Bond Underwriters fully commit to this Bond Public Offering.

## **1. Public Offering of Shelf Registered Bonds**

### **Name of Shelf Registered Bonds**

Shelf Registered Bonds V BANK BTPN

### **Principal Amount of Shelf Registered Bonds**

Target fund to be raised is IDR 3,000,000,000,000 (three trillion Rupiah).

### **Fulfillment of Criteria for Public Offering of Shelf Registered Bonds**

In relation to the provisions of POJK No, 36/2014, the Company has fulfilled the provisions as required, namely as follows:

- i. Has been an Issuer/public company for at least 2 (two) years prior to submitting the Registration Statement to the OJK. This requirement was fulfilled by the Company by becoming a public company on February 29, 2008, based on OJK Letter No. S-1253/BL/2008 concerning Notification of the Effectiveness of the Registration Statement for the Initial Public Offering of PT Bank Tabungan Pensiunan Nasional, Tbk;
- ii. Has not experienced any payment default during the last 2 (two) years prior to submitting the Additional Information.

This requirement was fulfilled by the Company based on a Statement Letter dated August 5, 2025;

- iii. Shelf Registered Bonds V Bank SMBC Indonesia Phase III Year 2025 are debt securities and have a rating that falls within the top 4 (four) ratings, which are the 4 (four) best ratings and fall within the investment grade rating category based on the standards of a securities rating company;
- iv. Public Offering of Shelf Registered Bonds V will be implemented within a period of 2 (two) years with the provision that the notification of the implementation of the final Continuous Public Offering of Continuous Bonds V is submitted to the OJK no later than the second anniversary since the Registration Statement becomes Effective.

The subsequent stages of the Public Offering of Bonds will follow the provisions as referred to in POJK No. 36/2014.

## **2. PUBLIC OFFERING OF BONDS**

### **Bond Name**

Shelf Registered Bond V Bank SMBC Indonesia Phase III Year 2025.

**Bond Currency**

The currency of the Bonds shall be Rupiah.

**Bond Type**

The Bonds shall be issued scripless, except for the Bond Jumbo Certificate which is issued to be registered in the name of KSEI as proof of debt for the benefit of the Bond Holder through the Account Holder, These bonds are registered in the name of KSEI for the benefit of the Account Holder at KSEI which in turn is for the benefit of the Bond Holder and are registered on the date the Jumbo Bond Certificate is handed over by the Company to KSEI, Proof of Bond ownership for the Bond Holder is a Written Confirmation issued by the Account Holder and administered by KSEI based on the Securities Account Opening Agreement signed by the Bond Holder and the Account Holder.

**Offering Price**

The Bonds shall be offered at 100% (one hundred percent) of the principal amount of the Bonds.

**Bond Principal Amount, Bond Interest, and Bond Maturity**

The total principal value of the Bonds to be issued is IDR 816,050,000,000 (eight hundred sixteen billion fifty million



Rupiah), which is divided into 2 (two) series, with the following provisions:

Series A : The Series A Bonds offered amount to IDR 670,650,000,000 (six hundred seventy billion six hundred fifty million Rupiah) with a Bond Interest of 6.10% (six point one zero percent) per year. The Bonds have a term of 3 (three) years from the Issuance Date. Bond payments are made in full (bullet payment) on the maturity date; and

Series B : The Series B Bonds offered amount to IDR 145,400,000,000 (one hundred forty-five billion four hundred million Rupiah) with a Bond Interest of 6.20% (six point two zero percent) per year. The Bonds have a term of 5 (five) years from the Issuance Date. Bond payments are made in full (bullet payment) on the maturity date.

The Bond Principal Amount may be reduced in connection with the repayment of the Bond Principal of each Bond series and/or the repurchase (buyback) as repayment of the Bonds, as evidenced by the Bond Jumbo Certificate in accordance with Article 5 of the Trustee Agreement. The amount required to be paid by the Company on the Bond Principal Repayment Date is equal to the Bond

Principal amount stated in the Written Confirmation held by the Bondholder on the Bond Principal Repayment Date.

The Bond Interest rate is fixed. Bond Interest is paid quarterly, commencing from the Issue Date, in accordance with the payment date of each Bond Interest. If the Bond Interest Payment Date falls on a day other than a Trading Day, the Bond Interest shall be paid on the following Trading Day without penalty.

The payment dates for each Bond series and the Principal Repayment Date for each Bond series are as follows:

Bond interest is paid quarterly, with the first Bond Interest payment on December 2, 2025, while the final Bond Interest payment, along with the Bond repayment, will be paid on September 2, 2028, for Series A Bonds, and September 2, 2030, for Series B Bonds.

<b>Interest-</b>	<b>Series A</b>	<b>Series B</b>
1	December 2, 2025	December 2, 2025
2	March 2, 2026	March 2, 2026
3	June 2, 2026	June 2, 2026
4	September 2, 2026	September 2, 2026
5	December 2, 2026	December 2, 2026

<b>Interest-</b>	<b>Series A</b>	<b>Series B</b>
6	March 2, 2027	March 2, 2027
7	June 2, 2027	June 2, 2027
8	September 2, 2027	September 2, 2027
9	December 2, 2027	December 2, 2027
10	March 2, 2028	March 2, 2028
11	June 2, 2028	June 2, 2028
12	September 2, 2028	September 2, 2028
13	-	December 2, 2028
14	-	March 2, 2029
15	-	June 2, 2029
16	-	September 2, 2029
17	-	December 2, 2029
18	-	March 2, 2030
19	-	June 2, 2030
20	-	September 2, 2030

#### **Bond Interest Calculation**

The Bond Interest Rate is an annual percentage of the nominal value which is calculated based on the number of days that have passed from the Issuance Date with the calculation that 1 (one) year is 360 (three hundred and sixty) Calendar Days and 1 (one) month is 30 (thirty) Calendar Days.

### **Procedure for payment of Bond Interest**

- i. Bondholders entitled to Bond Interest are those whose names are recorded in the Account Holder List 4 (four) Business Days prior to the Bond Interest Payment Date, unless otherwise specified by the applicable KSEI. Therefore, if a Bond transaction occurs within 4 (four) Business Days prior to the Bond Interest Payment Date, the Bond buyer who receives the transfer of the Bonds will not be entitled to Bond Interest for the relevant Bond Interest period, unless otherwise specified by KSEI in accordance with applicable KSEI regulations;
- ii. Bond Interest will be paid by the Company through KSEI as the Paying Agent to Bondholders through their Account Holders on the relevant Bond Interest Payment Date, based on the Account Holder List;
- iii. Bond Interest payments to Bondholders through their Account Holders will be made by the Paying Agent for and on behalf of the Company based on the Paying Agent Agreement;
- iv. Payment of outstanding Bond Interest, made by the Company to Bondholders through the Paying Agent, is deemed to have been paid in full by the Company when the funds are received by the Bondholders through the Account Holder at KSEI, with due observance of the Paying Agent Agreement, thus the

Company is released from the obligation to make the relevant Bond Interest payment.

**Procedure for payment of Bond Principal**

- i. Bonds must be paid off on the Bond Principal Payment Date;
- ii. Payment of Bond Principal to Bondholders through Account Holders is made by the Paying Agent for and on behalf of the Company based on the Paying Agent Agreement;
- iii. Payment of the outstanding Bond Principal, which is made by the Company to the Bond Holder through the Payment Agent, is considered payment in full by the Company, after the funds are received by the Bond Holder through the Account Holder to KSEI, taking into account the Payment Agent Agreement, thereby the Company is released from the obligation to carry out payment of the principal of the relevant bonds.

**Bond Transfer Unit**

The transfer unit for Bonds is IDR 1 (one Rupiah) or multiples thereof.

**Unit of Trading**

Bond trading is conducted on the Stock Exchange with the terms and conditions as stipulated in the Stock Exchange regulations,

The Bond trading unit on the Stock Exchange is conducted with a value of IDR 5,000,000 (five million Rupiah) and/or multiples thereof or with a value as stipulated in the Stock Exchange regulations and/or a separate agreement signed by the Company and the Stock Exchange.

### **Guarantee**

This bond is not secured by any special collateral, but is secured by all of the Company's assets, both movable and immovable, both existing and future, as collateral for the Bondholders in accordance with the provisions of Articles 1131 and 1132 of the Civil Code, The rights of the Bondholders are paripassu without preferential rights with the rights of other creditors of the Company, both existing and future, except for the rights of the Company's creditors that are specifically secured by the Company's assets, both existing and future.

### **Buy-back of Bonds**

1) In the event that the Company buys back bonds, the following provisions shall apply:

- i. The repurchase of Bonds is intended as payment or stored for later resale at market price;

- ii. The implementation of the repurchase of Bonds is carried out through the Stock Exchange or outside the Stock Exchange;
- iii. The repurchase of Bonds can only be carried out 1 (one) year after the Allotment Date;
- iv. The repurchase of Bonds cannot be carried out if it results in the Company being unable to fulfill the provisions in the Trustee Agreement;
- v. The repurchase of Bonds cannot be carried out if the Company is negligent (default) as referred to in the Trustee Agreement;
- vi. The repurchase of Bonds can only be carried out by the Company from a non-affiliated party;
- vii. The plan to repurchase Bonds must be reported to the OJK by the Company no later than 2 (two) Business Days before the announcement of the plan to repurchase Bonds;
- viii. The repurchase of Bonds can only be carried out after the announcement of the plan to repurchase Bonds;
- ix. The Bond repurchase plan as referred to in point vii above and the announcement as referred to in point viii above, at least contain information about:
  - a. buyback offer period;
  - b. maximum amount of funds to be used for buyback;

- c. range of Bonds to be bought back;
  - d. price or price range offered for buyback of Bonds;
  - e. procedure for transaction settlement;
  - f. requirements for Bondholders to submit a sell offer;
  - g. procedure for submission of offer by Bondholders;
  - h. procedure for buyback of Bonds; and
  - i. Affiliate relationship between the Company and Bondholders.
- x. The Company is required to make a proportional allocation in proportion to the participation of each Bondholder who sells Bonds, if the number of Bonds offered for sale by the Bondholders exceeds the number of Bonds that can be buyback;
- xi. The Company is required to maintain the confidentiality of all information regarding the sale offer that has been submitted by the Bondholders;
- xii. The Company may carry out the repurchase of Bonds without making an announcement as referred to in point viii above with the provisions:
- a. the amount of repurchase is not more than 5% (five percent) of the total Bonds for each type of Bonds outstanding in a period of 1 (one) year after the Allotment Date;



- b. the Bonds repurchased are not Bonds owned by the Company's Affiliates (excluding Bonds owned by Affiliated Companies of the Republic of Indonesia); and
- c. the Bonds repurchased are only for storage which can be resold at a later date;  
and must be reported to the OJK no later than the end of the 2nd (second) Working Day after the Bond repurchase occurs;
- xiii. The Company is required to report to the OJK and the Trustee and announce to the public no later than 2 (two) Business Days after the Bond repurchase is carried out;
- xiv. The Bond repurchase is carried out by prioritizing unsecured bonds if there is more than one bond issued by the Company;
- xv. The repurchase must consider the Company's economic interest in the repurchase if there is more than one unsecured bond;
- xvi. The repurchase must consider the Company's economic interest in the repurchase of the bonds if there is collateral for all bonds; and
- xvii. The Bond repurchase by the Company results in:

- a. The elimination of all rights attached to the repurchased Bonds, including the right to attend the GMB, voting rights, and the right to receive Bond Interest and other benefits from the repurchased Bonds if intended for repayment; or
  - b. temporary suspension of all rights attached to the repurchased Bonds, the right to attend the GMB, voting rights, and the right to receive Bond Interest and other benefits from the repurchased Bonds, if intended to be kept for resale.
- 2) The provisions as referred to in number 1) point v are excluded if the approval of the RUPO has been obtained.
- 3) The provisions as referred to in number 1) point vi are excluded for Affiliations arising from ownership or capital participation by the government.
- 4) The announcement according to points vii and viii above must be made no later than 2 (two) Calendar Days before the offer date for the buyback begins, with the following provisions:
  - a. for companies whose shares are listed on the Stock Exchange at least through:
    - i) the Company's website in Indonesian and a foreign language, with the provision that the foreign language used is at least English, and

- ii) the Stock Exchange website or 1 (one) Indonesian language daily newspaper with national circulation.
- 5) The information that must be reported as referred to in number 1) point xiii is at least:
- a. the number of Bonds that have been purchased by the Issuer;
  - b. details of the number of Bonds that have been repurchased for repayment or stored for resale;
  - c. the repurchase price that has occurred; and
- i) the amount of funds used to repurchase Bonds.

#### **Bond Repayment Fund (Sinking Fund)**

The Company does not set aside/provide funds (sinking fund) for payment of Bond Interest and/or repayment of Bond Principal.

#### **Payment of Other Benefits of the Bonds**

Payment of other benefits on the Bonds (if any) will be made through KSEI based on the Company's instructions while still taking into account the results of the GMS decisions and the provisions in the Trusteeship Agreement.

#### **Rights of Bondholders**

- i. Receive payment of Bond Principal and/or payment of Bond Interest from the Company paid through KSEI as the Payment

Agent on the Bond Principal Payment Date and/or the relevant Bond Interest Payment Date, The amount that must be paid by the Company on the Bond Principal Payment Date is at the same price as the amount of Bond Principal written on the Written Confirmation owned by the Bondholder on the Bond Principal Payment Date.

- ii. Bondholders entitled to Bond Interest are Bondholders whose names are recorded in the Account Holder List 4 (four) Business Days prior to the Bond Interest Payment Date, unless otherwise determined by KSEI in accordance with KSEI Regulations. Therefore, if a Bond transaction occurs within 4 (four) Business Days prior to the Bond Interest Payment Date, the Bond buyer who receives the transfer of the Bonds is not entitled to Bond Interest for the relevant Bond Interest period, unless otherwise determined by KSEI in accordance with applicable KSEI provisions.
- iii. If the Company fails to provide sufficient funds for the payment of Bond Interest and repayment of the Bond Principal after the Bond Interest Payment Date or Bond Repayment Date, the Company must pay a fine. The fine is calculated daily based on the number of days missed, i.e., 1 (one) year is 360 (three hundred and sixty) Calendar Days and 1 (one) month is 30 (thirty) Calendar Days. The fines paid by the Company, which are the right of Bondholders,

- through the Paying Agent, will be distributed to Bondholders in proportion to the amount of Bonds they hold.
- iv. Bondholders, either individually or collectively, representing at least 20% (twenty percent) of the outstanding Bonds (excluding Bonds held by the Company and/or its Affiliates), must submit a written request to the Trustee for a General Meeting of Shareholders (GMB) to be held, enclosing the original KTUR (Contract of Meeting Confirmation). The written request must contain the requested agenda. Upon issuance of the KTUR, the Bonds held by the Bondholders submitting the written request to the Trustee will be frozen by KSEI in the amount stated in the KTUR. The freezing by KSEI may only be lifted after receiving written approval from the Trustee. The request must be submitted in writing to the Trustee, and the Trustee must issue a summons for a General Meeting of Shareholders (GMB) no later than 30 (thirty) calendar days after receipt of the request.
- v. Each Bond worth IDR 1 (one Rupiah) has the right to issue 1 (one) vote in the GMB, thus each Bondholder in the GMB has the right to issue votes in the amount of Bonds he owns.

#### **Restrictions and Obligations of the Company**

During the term of the Bonds and the entire amount of the Principal Bonds has not been fully paid and/or the entire amount of Bond Interest and other payment obligations (if any) have not been fully paid according to the provisions of this Trustee Agreement, the Company promises and binds itself to:

i. That the Company, without the written consent of the Trustee, will not undertake the following:

a. reduce authorized capital, issued capital, and paid-up capital except in cases where such reduction is made based on a request and/or order from the Government and/or authorized authorities (including but not limited to the Financial Services Authority (OJK), Bank Indonesia, or the Minister of Finance of the Republic of Indonesia);

b. merge and/or separate and/or amalgamate with another company resulting in the dissolution of the Company, which would materially negatively impact the Company's business continuity or its ability to fulfill its obligations under the Bonds, except:

(i) upon a request and/or order from the Government of the Republic of Indonesia and/or authorized authorities (including but not limited to the Financial Services Authority (OJK), Bank Indonesia, the Deposit Insurance Corporation, or

other guarantee institutions in accordance with applicable laws and regulations and the Minister of Finance of the Republic of Indonesia) in accordance with applicable laws and regulations, including but not limited to OJK regulations; and/or

- (ii) as long as all terms and conditions of the Bonds in the Trustee Agreement and other related documents remain valid and fully binding on the surviving company and the merger, separation, amalgamation, and/or acquisition is approved by Bank Indonesia or the Financial Services Authority (OJK).
- c. Conducting transactions with affiliated parties unless such transactions do not violate Bank Indonesia and/or OJK regulations;
- d. Issuing bonds or other debt instruments similar to bonds that have a higher status, and payment for which takes priority over the Bonds;
- e. Conducting business activities other than those stated in the Company's articles of association at the time the Trustee Agreement was signed;
- f. Selling or transferring the Company's assets to any party, either in whole or in large part, exceeding 50%

(fifty percent) of the Company's total assets based on the latest financial statements audited by a public accounting firm.

- ii. The written approval referred to in point i above will be granted by the Trustee under the following conditions:
  - a. The request for approval will not be rejected without clear and reasonable grounds;
  - b. The Trustee is required to provide approval, rejection, or request additional data/supporting documents within 14 (fourteen) Business Days after the request for approval and the supporting documents are received in full by the Trustee. If the Company does not receive a response from the Trustee within 14 (fourteen) Business Days, the Trustee shall be deemed to have granted its approval;
  - c. If the Trustee requests additional data/supporting documents, the Trustee shall provide approval or rejection within 14 (fourteen) Business Days after the data/supporting documents are received in full by the Trustee. If the Company does not receive approval or rejection from the Trustee within 14 (fourteen) Business Days, the Trustee shall be deemed to have granted its approval.
- iii. The Company is obliged to:



- a. Fulfill all provisions of the Trustee Agreement;
- b. Deposit funds for the payment of Bond Interest and/or the repayment of the maturing Bond Principal, which must be fully available (in good funds) no later than 1 (one) Business Day prior to the Bond Interest Payment Date and/or Bond Principal Repayment Date, into the account designated by the Paying Agent. If the Company has not deposited the aforementioned amounts by the Bond Interest Payment Date and/or Bond Principal Repayment Date, the Company shall pay a fine;
- c. Maintain the Company's soundness at a minimum of a composite 3 (three) with a bank rating of "fair" according to the assessment criteria of the Financial Services Authority and/or Bank Indonesia;
- d. Maintain capital adequacy ratio (CAR) in accordance with the provisions/regulations of Bank Indonesia or other authorized financial authorities;
- e. Immediately provide the Trustee with any information and explanations reasonably requested by the Trustee at any time regarding the Company's operations, financial condition, assets, and other matters relating to the Company's periodic reports to the Trustee;

- f. Grant permission to the Trustee or a party appointed by the Trustee, with 5 (five) Business Days' prior written notice, during the Company's business hours, to enter buildings and grounds owned or controlled by the Company and to inspect the Company's books, permits, and financial records related to the issuance of Bonds, provided this does not conflict with laws and regulations;
- g. Notify the Trustee if the Company plans to issue bonds or other similar debt instruments of a similar rank not higher than Bonds;
- h. Immediately notify the Trustee in writing within no later than 12 (twelve) Business Days of the occurrence of any of the following:
  - (i) Any event or circumstance that could have a significant and adverse impact on the Company's business operations or financial condition, as well as the Company's fulfillment of its obligations in connection with the issuance of these Bonds;
  - (ii) Any change to the articles of association, the composition of the Board of Directors and the Board of Commissioners, or any change to the composition of the Company's shareholders

holding 5% (five percent) or more of the issued capital, followed by the submission of the deed of resolution of the Company's GMS and/or other supporting documents, after the deed and/or other supporting documents have been received by the Company;

(iii) Any criminal, civil, administrative, or labor case faced by the Company that materially affects the Company's business continuity.

i. Submit to the Trustee:

(i) A copy of the report, including reports relating to information disclosure aspects in accordance with applicable Capital Market provisions, submitted to the OJK, and a copy of the notification or circular to shareholders no later than 2 (two) Business Days after the report is submitted to the parties mentioned above;

(ii) The annual financial report, audited by a public accountant registered with the OJK, must be submitted simultaneously with the report submission to the OJK or no later than the end of the third month after the date of the Company's annual financial report;

(iii) The Company shall submit the semi-annual financial report no later than:

- 30 (thirty) Calendar Days after the mid-year date, if not accompanied by a public accountant's report, or
- 60 (sixty) Calendar Days after the mid-year date, if accompanied by a public accountant's report for a limited review, or
- 90 (ninety) Calendar Days after the mid-year date, if accompanied by a public accountant's report providing an opinion on the fairness of the financial report as a whole, or
- At the time of submission of the Company's financial report to the OJK.

whichever comes first.

- j. Immediately provide written notification to the Trustee of any negligence as stated in the Company's Trustee Agreement or any notification of negligence provided by the Company's creditors. Such written notification must be submitted to the Trustee no later than 2 (two) Business Days from the occurrence of such negligence;

- k. Issue and submit the Bond Jumbo Certificate on the Issuance Date to and on behalf of KSEI, for the benefit of the Bondholders, including any renewals (if any) as proof of registration in the Bondholder Register, and submit a photocopy of the Bond Jumbo Certificate to the Trustee;
- l. Conduct a rating on the Bonds in accordance with POJK No. 49 and its amendments and/or other regulations to which the Company must comply, and submit the rating results to the Trustee no later than 10 (ten) Business Days from the date of the rating letter/report from the Rating Officer;
- m. The Company is required to submit a report on the results of the Continuous Public Offering in accordance with POJK No. 36/2014;
- n. The Company is required to submit a report on material information or facts, including, among other things, the payment of Bond Interest and/or the repayment of Bond Principal, to the OJK and make an announcement to the public at least through:
  - (i) the Company's website and
  - (ii) the stock exchange website or 1 (one) nationally circulated newspaper.

no later than the end of the 2nd (second) Business Day after the information or material fact is available.

**Company Statement in Trusteeship Agreement**

- i. The Company represents and warrants that it has and will conduct its business to the best of its ability and comply with all applicable provisions relating to business activities for banks in Indonesia, including those stipulated in the Banking Law and its implementing regulations as stipulated in Government Regulations, Decrees of the Minister of Finance, and Bank Indonesia Regulations and Circulars issued by Bank Indonesia;
- ii. The Company represents and warrants that it has and will maintain an accounting and cost control system in accordance with the Financial Accounting Standards applicable in Indonesia and maintain books and other records sufficient to accurately reflect the Company's financial condition and operational results in accordance with generally accepted accounting principles and consistently applied with due regard to statutory provisions;
- iii. The Company represents and warrants that it has and will obtain, comply with all provisions, and take all necessary

steps to maintain the validity of all powers, permits, and approvals (whether governmental or otherwise) and promptly provide reports and input and take all necessary steps required by law so that the Company can legally carry out its obligations under each Issue Document, in the event that the Company is a party thereto or ensures the validity, enforceability, and enforceability of each Issue Document in the Republic of Indonesia;

- iv. The Company represents and warrants that it has and will maintain existing insurance related to its business activities and assets with a reputable insurance company against all risks commonly faced by companies engaged in the banking sector;
- v. The Company represents and warrants that it has and will maintain its assets in good condition under the terms and conditions generally applicable to similar assets and businesses;
- vi. The Company represents and warrants that it has and will pay all taxes or other duties that it incurs in the proper conduct of its business;
- vii. The Company hereby declares that it is fully responsible for the representations and warranties provided by the Company in the Trustee Agreement;

viii. The Company hereby releases the Trustee from all liability in connection with the representations and warranties provided by the Company in the Trustee Agreement.

**Company Negligence**

- i. In the event of any of the circumstances or incidents of negligence or breach of promise as referred to in:
  - a. point ii letter a and/or b, and the condition or incident continues for a maximum of 14 Working Days, after the written warning is received from the Trustee, without the condition being corrected/eliminated or without any improvement efforts to eliminate the condition, which can be approved and accepted by the Trustee; or
  - b. point ii letter c above and the condition or incident continues for a maximum of 30 (thirty) Calendar Days after the written warning is received from the Trustee without the condition being corrected/eliminated or without any improvement efforts to eliminate the condition;
  - c. point ii letter and/or e, and the condition or incident continues for a maximum of 90 (ninety) Calendar Days after the written warning is received from the Trustee without the condition being corrected/eliminated or



without any improvement efforts to eliminate the condition;

then the Trustee is obliged to notify the Bondholders of the incident through 1 (one) daily newspaper and the Trustee at its own discretion has the right to call a RUPO according to the provisions and procedures in the Trustee Agreement.

In the RUPO, the Trustee will ask the Company to provide an explanation regarding its negligence, If the RUPO cannot accept the Company's explanation and reasons, and asks the Company to pay off the entire Amount Owed, then the Trustee within the time stipulated in the RUPO is obliged to collect from the Company for the entire Amount Owed.

Thus, the Bonds in accordance with the RUPO decision become due immediately.

- ii. Conditions that may cause the Company to be declared negligent if one or more of the following conditions or events occur, namely:
  - a. The Company does not pay Bondholders in the form of Bond Interest on the Bond Interest Payment Date and/or Bond Principal on the Bond Principal Repayment Date;  
or
  - b. The Company is declared in default in connection with the debt agreement between the Company by one or more

of its creditors (cross default), either existing now or in the future, resulting in the amount owed by the Company based on the debt agreement in its entirety becoming immediately collectible by the relevant creditor before the time to repay (accelerated repayment), provided that the amount owed exceeds 20% (twenty percent) of the Company's total equity as stated in the Company's latest Consolidated Annual Financial Report; or

- c. The Company, based on a court decision that has permanent legal force, is required to pay a certain amount of funds to a third party which, if paid, may affect the Company's ability to fulfill the obligations stipulated in the Trusteeship Agreement; or
- d. The Company does not implement or does not comply with and/or violates one or more provisions in the Trusteeship Agreement; or
- e. The statements and guarantees provided by the Company regarding the corporate or financial condition or status of the Company and/or the management of the Company are materially inconsistent with reality or are not true, including the Company's statements and guarantees as referred to in the Trusteeship Agreement

iii. If:

- a. The Company is declared dissolved based on a court ruling or based on a court decision that has permanent legal force, declared bankrupt or given a suspension of debt payment obligations; or
- b. The court or authorized government agency has seized or taken over in any way most or all of the Company's assets to run most or all of its business so that it materially affects the Company's ability to fulfill its obligations under the Agreement; or
- c. Most of the rights, permits and other approvals from the Government of the Republic of Indonesia owned by the Company are cancelled or declared invalid, or the Company does not obtain the permits or approvals required by applicable laws which have a negative impact on the Company's business continuity to fulfill the obligations stipulated in the Agreement; or
- d. The Company on its own initiative declares a moratorium or takes action to file for Suspension of Debt Payment Obligations (PKPU), files a request for business closure or is ordered by the entitled parties in accordance with the provisions of the Company's articles of association and applicable laws and

regulations to begin the liquidation process or the Company is declared in business closure, then the Trustee has the right without calling a RUPO to act on behalf of the interests of the Bondholders and make decisions that are considered beneficial to the Bondholders and for that the Trustee is released from all actions and demands by the Bondholders, In this case, the Bonds automatically mature,

#### **RUPO**

For the implementation of the RUPO, the required quorum, voting rights and decision-making are subject to the provisions below, without prejudice to the Capital Market regulations and laws and regulations in force in the Republic of Indonesia and the Stock Exchange regulations in the place where the Bonds are listed.

- i. The RUPO may be held at any time according to the provisions of this article, including for the purpose of:
  - a. make decisions in relation to the proposal of the Company or Bondholders regarding changes to the term of the Bonds, the Principal Amount of the Bonds, the level of Bond Interest rates, changes to the procedures or periods for payment of Bond Interest, and/or other provisions in the Trusteeship Agreement by considering POJK Number 20;

- b. submit a notification to the Company and/or the Trustee, provide direction to the Trustee, and/or agree to a grace period for a default based on the Trusteeship Agreement and its consequences, or to take other actions in relation to the default;
- c. dismiss the Trustee and appoint a replacement Trustee according to the provisions of the Trusteeship Agreement;
- d. take other actions authorized by or on behalf of the Bondholders including but not limited to changing the Trusteeship Agreement by considering the provisions of the Trusteeship Agreement and applicable laws and regulations or determining potential defaults that may cause defaults as referred to in the Company's Default Trusteeship Agreement and POJK Number 20,
- e. Taking necessary decisions in connection with the intention of the Company or the Trustee to cancel the registration of Bonds at KSEI in accordance with the provisions of the Capital Market and KSEI regulations,
- f. taking decisions in connection with the occurrence of negligence as referred to in the Company's Negligence of the Trustee Agreement including to

agree to a grace period for negligence and its consequences, or to take other actions in connection with negligence;

- g. The Trustee intends to take other actions that are not authorized or not contained in the Trustee Agreement or based on the laws and regulations in force in the Republic of Indonesia; and
  - h. taking decisions regarding the occurrence of a Force Majeure event in the event that no agreement is reached between the Company and the Trustee.
- ii. By taking into account the applicable regulations in the Capital Market sector, RUPO may be held if:
- a. Bondholders, either individually or collectively, who represent at least more than 20% (twenty percent) of the total outstanding Bonds (excluding Bonds owned by the Company and/or the Company's Affiliates) have the right to submit a written request to the Trustee to hold a GMB by attaching the original KTUR from KSEI, containing the requested agenda, with the provision that since the issuance of the KTUR, the Bonds owned by the Bondholders are frozen by KSEI in the amount of the Bonds stated in the KTUR. The lifting of the freeze by KSEI can only be done after obtaining written approval from the Trustee;

- b. Company;
  - c. Trustee; or
  - d. OJK,
- iii. The request as referred to in point ii letter a, letter b, and letter d must be submitted in writing to the Trustee and no later than 30 (thirty) Calendar Days after the date of receipt of the request letter, the Trustee must issue a summons for a RUPO.
- iv. In the event that the Trustee rejects the Bondholder's or Company's request to hold a RUPO, the Trustee must notify the applicant in writing of the reasons for the rejection with a copy to the OJK, no later than 14 (fourteen) Calendar Days after receipt of the request letter.
- v. Announcement, summons, and time of holding a RUPO,
- a. Announcement of the RUPO must be made through 1 (one) daily newspaper, no later than 14 (fourteen) Calendar Days before the summons;
  - b. Summons for the RUPO must be made no later than 14 (fourteen) Calendar Days before the RUPO, through at least 1 (one) daily newspaper;
  - c. Summons for the second or third RUPO must be made no later than 7 (seven) Calendar Days before the second or third RUPO is held and accompanied by

information that the previous RUPO was held but did not reach a quorum;

d. The summons must clearly contain the RUPO plan and disclose information including:

1. date, place, and time of the RUPO;
2. agenda of the RUPO;
3. parties submitting the RUPO proposal;
4. Bondholders who are entitled to attend and have voting rights in the RUPO; and
5. quorum required for the holding and decision-making of the RUPO,

e. The second or third RUPO shall be held no sooner than 14 (fourteen) Calendar Days and no later than 21 (twenty one) Calendar Days from the previous RUPO.

vi. Procedures for RUPO:

- a. Bondholders, either individually or represented by a power of attorney, are entitled to attend the RUPO and exercise their voting rights in accordance with the number of Bonds they own;
- b. Bondholders who are entitled to attend the RUPO are Bondholders whose names are recorded in the List of Account Holders 4 (four) Business Days prior to the date of the RUPO issued by KSEI, in accordance with the applicable KSEI Regulations;



- c. Bondholders who attend the RUPO are required to submit the original KTUR to the Trustee;
- d. all Bonds stored at KSEI are frozen so that the Bonds cannot be transferred/transferred from 4 (four) Business Days prior to the date of the RUPO until the end of the RUPO as evidenced by notification from the Trustee or after obtaining approval from the Trustee, Bond transactions whose settlement falls on these dates, are postponed until 1 (one) Business Day after the date of the RUPO;
- e. each Bond of IDR 1,00 (one Rupiah) is entitled to issue 1 (one) vote in the RUPO, thus each Bondholder in the RUPO has the right to issue votes in the amount of Bonds they own;
- f. votes are issued in writing and signed by stating the KTUR number, unless the Trustee decides otherwise;
- g. Blank votes, abstentions, and/or invalid votes are deemed not to have been issued;
- h. Bonds owned by the Company and/or its Affiliates do not have voting rights and are not counted in the attendance quorum, except for Affiliations that occur due to ownership or capital participation of the Government of the Republic of Indonesia.

- i. before the implementation of the RUPO:
  - 1. The Company is obliged to submit a List of Bondholders who are Affiliates of the Company to the Trustee;
  - 2. The Company is obliged to make a statement stating the number of Bonds owned by the Company and its Affiliates; and
  - 3. Bondholders or Bondholders' proxies who attend the GMS are obliged to make a statement stating whether or not the Bondholders have an Affiliate relationship with the Company.
- j. The RUPO may be held at the Company's domicile or another place agreed upon between the Company and the Trustee;
- k. The RUPO is led and chaired by the Trustee;
- l. The Trustee is required to prepare the RUPO agenda including the RUPO materials and appoint a Notary to prepare the RUPO minutes;
- m. in the event that the replacement of the Trustee is requested by the Company or the Bondholder, the RUPO shall be led by the Company or the representative of the Bondholder requesting the RUPO to be held;
- n. The Company or the Bondholder requesting the RUPO to be held is required to prepare the RUPO agenda

and RUPO materials and appoint a Notary to prepare the RUPO minutes.

vii. By taking into account the provisions in point vi letter h above, the quorum and decision making:

a. In the event that the RUPO aims to decide on changes to the Trusteeship Agreement as referred to in point i above, the following is regulated:

1) If a RUPO is requested by the Company, it must be held with the following provisions:

1. attended by Bondholders or represented by at least  $3/4$  (three quarters) of the total Bonds that have not been paid and have the right to make valid and binding decisions if approved by at least  $3/4$  (three quarters) of the total Bonds present at the RUPO;
2. in the event that the attendance quorum as referred to in number 1 is not achieved, a second RUPO must be held;
3. The second RUPO may be held if attended by Bondholders or represented by at least  $3/4$  (three quarters) of the total Bonds that have not been paid and have the right to make valid and binding decisions if approved

- by at least  $\frac{3}{4}$  (three quarters) of the total Bonds present at the RUPO;
4. in the event that the attendance quorum as referred to in number 3 is not achieved, a third RUPO must be held;
  5. The third RUPO may be held if attended by Bondholders or represented by at least  $\frac{3}{4}$  (three quarters) of the total number of Bonds that have not yet been paid and has the right to make valid and binding decisions if approved by at least  $\frac{1}{2}$  (one half) of the total number of Bonds present at the RUPO.
- 2) If a GMS is requested by the Bondholder or Trustee, it must be held with the following provisions:
1. attended by Bondholders or represented by at least  $\frac{2}{3}$  (two thirds) of the total Bonds that have not been paid and have the right to make valid and binding decisions if approved by at least  $\frac{1}{2}$  (one half) of the total Bonds present at the RUPO;

2. in the event that the attendance quorum as referred to in number 1 is not achieved, a second RUPO must be held;
  3. The second RUPO may be held if attended by Bondholders or represented by at least  $\frac{2}{3}$  (two thirds) of the total Bonds that have not been paid and have the right to make valid and binding decisions if approved by at least  $\frac{1}{2}$  (one half) of the total Bonds present at the RUPO;
  4. in the event that the attendance quorum as referred to in number 3 is not achieved, a third RUPO must be held;
  5. The third RUPO may be held if attended by Bondholders or represented by at least  $\frac{2}{3}$  (two thirds) of the total number of Bonds that have not yet been paid and has the right to make valid and binding decisions if approved by at least  $\frac{1}{2}$  (one half) of the total number of Bonds present at the RUPO.
- 3) If the RUPO is requested by the OJK, it must be held with the following provisions:
1. attended by Bondholders or represented by at least  $\frac{1}{2}$  (one half) of the total Bonds that

have not been paid and have the right to make valid and binding decisions if approved by at least 1/2 (one half) of the total Bonds present at the RUPO;

2. in the event that the attendance quorum as referred to in number 1 is not achieved, a second RUPO must be held;
3. The second RUPO may be held if attended by Bondholders or represented by at least 1/2 (one half) of the total Bonds that have not been paid and have the right to make valid and binding decisions if approved by at least 1/2 (one half) of the total Bonds present at the RUPO;
4. in the event that the attendance quorum as referred to in number 3 is not achieved, a third RUPO must be held;
5. The third RUPO may be held if attended by Bondholders or represented by at least 1/2 (one half) of the total number of Bonds that have not yet been paid and has the right to make valid and binding decisions if approved by at least 1/2 (one half) of the total number of Bonds present at the RUPO.

b. A RUPO held for purposes other than changing the Trusteeship Agreement may be held with the following provisions:

- 1) Attended by Bondholders or represented by at least 3/4 (three quarters) of the total Bonds that have not been paid and have the right to make valid and binding decisions if approved by at least 3/4 (three quarters) of the total Bonds present at the RUPO;
- 2) In the event that the quorum for attendance as referred to in number 1) is not achieved, a second RUPO must be held;
- 3) A second RUPO may be held if attended by Bondholders or represented by at least 3/4 (three quarters) of the total Bonds that have not been paid and have the right to make valid and binding decisions if approved by at least 3/4 (three quarters) of the total Bonds present at the RUPO;
- 4) In the event that the quorum for attendance as referred to in number 3) is not achieved, a third RUPO must be held;
- 5) The third RUPO may be held if attended by Bondholders or represented by at least 3/4

(three quarters) of the total number of Bonds that have not been paid and are entitled to take valid and binding decisions based on the majority vote;

6) In the event that the attendance quorum as referred to in number (5) is not achieved, a fourth RUPO may be held;

7) The fourth RUPO may be held if attended by Bondholders or represented by the total number of Bonds that have not been paid and are entitled to take valid and binding decisions in the attendance quorum and decision quorum determined by the OJK upon the request of the Trustee;

8) The announcement, summons and time of holding the fourth RUPO must comply with the provisions as referred to in point v above.

viii. The costs required for holding the RUPO, including but not limited to the costs of placing advertisements for the announcement, summons and announcement of the results of the RUPO, Notary fees and room rental for holding the RUPO are charged and become the responsibility of the Company and must be paid to the Trustee no later than 7 (seven) Working Days after the request for these costs



is received by the Company from the Trustee as stipulated in the Trustee Agreement;

- ix. For the holding of the RUPO, a notary must prepare minutes of the RUPO;
- x. Decisions of the RUPO are binding on all Bondholders, the Company, and the Trustee. Therefore, the Company, the Trustee, and Bondholders are required to comply with the decisions made at the RUPO.

The RUPO decisions regarding amendments to the Trustee Agreement and/or other agreements relating to the Bonds shall only be effective from the date of signing the amendments to the Trustee Agreement and/or other agreements relating to the Bonds.

If a change is made to the Trustee Agreement, the parties to the Trustee Agreement must adjust the definition of "Trustee Agreement" by adding a new Trustee Agreement.

If a change is made to the Acknowledgement of Debt, the parties to the Trustee Agreement must adjust the definition of "Acknowledgement of Debt" by adding a new Acknowledgement of Debt;

- xi. The Trustee must announce the results of the RUPO in one daily newspaper;
- xii. If the RUPO decides to amend the Trustee Agreement and/or other agreements, including those related to changes in the

Principal Value of the Bonds, changes in the Bond Interest Rate, changes in the Bond Interest Payment Procedures, and changes in the Bond Term, and the Company refuses to sign the amendments to the Trustee Agreement and/or other agreements related to such matters, then within a maximum of 30 (thirty) Calendar Days from the RUPO decision or another date determined by the RUPO (if the RUPO decides on a specific date for signing the amendments to the Trustee Agreement and/or other agreements), the Trustee shall have the right to immediately collect the Amount Owed to the Company without first convening a RUPO. Further regulations regarding the implementation and procedures of the GMB may be made and, if necessary, refined or amended by the Company and the Trustee, in compliance with capital market regulations and applicable laws and regulations in the Republic of Indonesia, as well as Stock Exchange regulations;

- xiii. Further provisions regarding the implementation and procedures of the RUPO may be established and, if necessary, refined or amended by the Company and the Trustee, in accordance with capital market regulations and applicable laws and regulations in the Republic of Indonesia, as well as Stock Exchange regulations.

- xiv. If provisions regarding the RUPO are stipulated otherwise by laws and regulations in the Capital Market sector, such laws and regulations shall apply.
- xv. In addition to the RUPO as stipulated in points i) to xv) above, an electronic RUPO may be held using e-RUPO provided by an e-RUPO Provider and/or a system provided by the Issuer, in compliance with and in compliance with the provisions stipulated in POJK No. 14/2025.

#### **Priority Rights (Seniority) of Bonds**

Bondholders do not have any priority rights and the rights of Bondholders are paripassu without any preferential rights with the rights of other creditors of the Issuer, both existing and future, except for the rights of the Issuer's creditors which are specifically guaranteed by the assets of the Issuer, both existing and future.

#### **Announcement**

All notifications from one party to another party in the Trustee Agreement are deemed to have been made legally and properly if they are signed by the authorized party, as previously notified by each of the Issuer and Trustee parties, and delivered to the address below, which is stated next to the name of the party concerned, and are given in writing, signed and delivered by

registered mail or delivered directly with a receipt or by facsimile.

#### **Company**

Name : **PT Bank SMBC Indonesia Tbk**

Address : Menara SMBC, 29th floor  
CBD Mega Kuningan  
Jl. Dr. Ide Anak Agung Gede Agung, Kav 5.5 - 5.6  
Jakarta Selatan 12950

Phone : (62 21) 3002 6200

Facsimile : (62 21) 3002 6308

Email : corporate.secretary@smbci.com

For attention : Corporate Secretary

#### **Trustee**

Name : **PT Bank Mega Tbk.**

Address : Menara Mega Bank, 16th floor  
Jalan Kapten P. Tendean No. 12-14A  
Jakarta 12790

Phone : (62 21) 7917 5000

Email : waliamanat@bankmega.com

For attention : Capital Market Services

#### **Changes to the Trusteeship Agreement**

Changes to the Trustee Agreement can be made with the following provisions:

- i. If changes to the Trustee Agreement are made before the Issuance Date, the changes and/or additions to the Trustee Agreement must be made in a written agreement signed by the Trustee and the Company. After the changes are made, the OJK must be notified, without prejudice to the provisions of the laws and regulations in force in the Republic of Indonesia.
- ii. If changes to the Trustee Agreement are made on and/or after the Issuance Date, the changes to the Trustee Agreement may only be made after obtaining approval from the GMB and the changes and/or additions must be made in a written agreement signed by the Trustee and the Company, unless otherwise stipulated in the applicable laws and regulations, or if adjustments/changes are made to the trustee agreement based on new regulations relating to trustee contracts.

#### **The applicable law**

All agreements related to the Bonds are subject to and governed by the laws in force in the Republic of Indonesia.

### **3. Information on Bond Rating Results**

In accordance with POJK No. 7/2017, POJK No. 36/2014 and POJK No. 49/2020, in the context of the issuance of this Bond, the Company has obtained a national rating from the Indonesian Securities Rating Agency ("Pefindo") in accordance with Letter No. RC-320/PEF-DIR/III/2024 dated March 21, 2024 regarding the Rating of PT BANK BTPN Tbk. which has been reaffirmed by Pefindo through Letter No. RTG-246/PEF-DIR/VII/2025 dated July 10, 2025 regarding the Rating Statement Letter for the Period of March 7, 2025 to March 1, 2026, for the Shelf Registered Bonds V Bank SMBC Indonesia Phase III Year 2025 issued through the Sustainable Public Offering (PUB) plan, with a rating of:

idAAA

(Triple A)

The Company firmly states that it has no Affiliated relationship with Pefindo, as defined in the UUP2SK.

The Company will conduct a rating once every 1 (one) year as long as the obligation for the Bonds has not been paid off, as regulated in POJK No. 49/2020.

THE COMPANY IS REQUIRED TO SUBMIT THE ANNUAL RATING OF THE BONDS TO THE OJK NO LATER THAN 10 WORKING DAYS AFTER THE END OF THE VALIDITY PERIOD OF THE LAST RATING UNTIL THE COMPANY HAS COMPLETED ALL RELATED OBLIGATIONS, AS REGULATED IN POJK No. 49/2020.

#### **4. Information Regarding the Trustee**

In connection with the Public Offering of Shelf Registered Bonds V Bank SMBC Indonesia Phase III Year 2025, a Trusteeship Agreement for Shelf Registered Bonds V Bank SMBC Indonesia Phase III Year 2025 has been signed between the Company and PT Bank Mega Tbk, as Trustee.

Therefore, the Trustee, or entity entrusted with representing the interests and acting for and on behalf of the holders of Shelf Registered Bonds V Bank SMBC Indonesia Phase III Year 2025, in this Public Offering of Shelf Registered Bonds V Bank SMBC Indonesia Phase III Year 2025, is PT Bank Mega Tbk, registered with the Financial Services Authority (OJK) under No. 20/STTD-WA/PM/2000 dated August 2, 2000, in accordance with Law No. 8 of 1995 and Government Regulation of the Republic of Indonesia No. 45 of 1995 concerning the Implementation of Activities in the Capital Market Sector.

The Trustee has conducted due diligence in accordance with POJK No. 20/2020, and has signed a Statement Letter stating that the Trustee has conducted due diligence in accordance with Statement Letter No. 2009/CAMS-WA/25 dated August 12, 2025. The Trustee currently has no affiliated relationship with the Company and will not have any affiliated relationship with the Company during his/her term as Trustee in accordance with Statement Letter No. 1976/CAMS-WA/25 dated August 7, 2025. The Trustee does not have any credit relationship with the Company in an amount exceeding the provisions of POJK No. 19/2020 and the Trustee will not concurrently act as guarantor and/or provider of collateral for the issuance of debt securities, sukuk, and/or obligations of the Company and will serve as Trustee of holders of securities issued by the Company in accordance with Trustee Statement Letter No. 1977/CAMS-WA/25 dated August 7, 2025.

More complete information regarding the Trustee can be found in Chapter IX of this Additional Information.



## **II. PLAN FOR USE OF FUNDS FROM THE PUBLIC OFFERING OF BONDS**

All funds from the Bond Public Offering, after deducting issuance costs, will be used by the Company for working capital to support business growth in the form of credit.

If the use of proceeds from the Bond Issuance will be changed, the Company must submit the plan and rationale for the change in the use of proceeds from the Public Offering of Debt Securities or Sukuk to the Financial Services Authority (OJK) no later than 14 (fourteen) days prior to the General Meeting of Shareholders (RUPU); and obtain approval from the RUPU in accordance with Article 10 of POJK No. 30/2015.

If the proceeds from the Bond Public Offering have not been fully utilized, the Company must temporarily place the proceeds from the Bond Public Offering, taking into account security and liquidity and ensuring a reasonable financial return for the Company.

The Company will periodically report the realization of the use of funds to the OJK and must account for this at the Annual General Meeting of Shareholders, in accordance with POJK No. 30/2015, and to the Bondholders through the Trustee until the

proceeds from the Bond Public Offering are fully utilized. Reports on the realization of the use of these funds must be prepared periodically every six months, with reporting dates being June 30 and December 31.

In accordance with POJK No. 9/2017, the total costs incurred by the Company are approximately equivalent to 0.34% (zero point three four percent) of the Bond Issuance value, which includes:

1. Management fee of 0,120%
2. Underwriting fee of 0,025%;
3. Selling fee of 0,025%;
4. Capital Market Supporting Professionals fee of 0,090%, consisting of Legal Consultant fee of 0,007% and Notary fee of 0,020%;
5. Capital Market Supporting Institutions fee of 0,060%, consisting of Trustee fee of 0,010% and Securities Rating Company fee of 0,050%; and
6. Other fees of 0,020%, including IDX listing fee, KSEI fees, printing fee for Additional Information and FPPO, Allotment Audit, and out of pocket expense.

The proceeds from the public offering of Shelf Registered Bonds V Bank BTPN Phase I of 2024, after deducting all related issuance costs, have been fully utilized by the Company. The Company has

submitted a report on the use of these funds through Letter No. S.589/DIR/CCS/VIII/2024 dated August 26, 2024, regarding the Submission of the Report on the Use of Fund from the Public Offering of Shelf Registered Bonds V Bank BTPN Phase I of 2024.

The proceeds from the Public Offering of Shelf Registered Bonds V Bank SMBC Indonesia Phase II of 2024, after deducting all related issuance costs, have been fully utilized by the Company. The Company has submitted a report on the use of these funds through Letter No. S.506/DIR/CCS/VII/2025 dated July 15, 2025, regarding the Submission of the Report on the Use of Fund from the Public Offering of Shelf Registered Bonds V Bank SMBC Indonesia Phase II of 2024.

### III. DEBT STATEMENT

The table below shows the Company's total liabilities as of June 30, 2025 (unaudited), which totaled IDR 169,940,298 million with the following details:

(In million rupiah)

**June 30, 2025\***

Immediate liability	70,131
Share the results that have not been shared	18,169
Customer savings:	
-Third party	100,248,482
-Related parties	264,889
Accrued interest expense	230,062
	100,743,433
Deposits from other banks:	
-Third party	1,461,226
-Related parties	6,688,591
Accrued interest expense	27,002
	8,176,819
Securities sold under agreement to repurchase	24,752

(In million rupiah)

**June 30, 2025\***

Accrued interest expense	40
	<u>24,792</u>
Derivative liabilities	
-Third party	953,459
-Related parties	28,209
	<u>981,668</u>
Acceptance liabilities	
-Third party	2,732,842
-Related parties	161,825
	<u>2,894,667</u>
Tax debt:	
-Corporate income tax	57,736
-Miscellaneous taxes	154,356
	<u>212,092</u>
Securities issued	
-Bond debt	6,232,957
Accrued interest expense	25,742
	<u>6,258,699</u>

(In million rupiah)

**June 30, 2025\***

Loans received:	
-Third party	24,280,365
-Related parties	19,806,700
Unamortized transaction costs	(87,154)
Accrued interest expense	180,253
	<b>44,180,164</b>
Accrual	444,459
Subordinated loans	3,247,000
Accrued interest expense	9,090
	<b>3,256,090</b>
Employee benefits obligations:	
-Short term employee benefits	386,301
-employment benefits and other long-term employee benefits	476,762
	<b>863,063</b>
Rental liabilities	
Other liabilities	280,429
<b>Total Liabilities</b>	<b>1,535,623</b>

\*unaudited

**Liabilities will mature within 3 months**

(In million Rupiah)

Description	July 2025	August 2025	September 2025
<b>Liabilities</b>			
Deposits	40,513,309	6,443,610	6,681,134
Derivative			
Liabilities	74,681	29,603	47,096
Acceptance			
Liabilities	815,878	391,870	572,038
Borrowing Received	839,413	173,835	574,557
Lease Liabilities	234	-	10,798
Other Liabilities	734,729	33,009	1,166
<b>Total Liabilities</b>	<b>42,978,244</b>	<b>7,071,927</b>	<b>7,886,789</b>

**Debt securities that have not yet matured**

(In millions Rupiah)

Series	Nominal Value	Fixed Interest Rate	Maturity Date
Shelf Registered Bonds V Phase I Series A	114,755	7.00%	July 5, 2027
Shelf Registered Bonds V Phase I Series B	240,305	7.10%	July 5, 2029

<b>Series</b>	<b>Nominal Value</b>	<b>Fixed Interest Rate</b>	<b>Maturity Date</b>
Shelf Registered Bonds I Oto Multiartha Phase I Series A	315,000	6.35%	July 7, 2026
Shelf Registered Bonds I Oto Multiartha Phase I Series B	185,000	6.50%	July 7, 2028
Shelf Registered Bonds I Oto Multiartha Phase II Series A	255,270	6.55%	September 14, 2025
Shelf Registered Bonds I Oto Multiartha Phase II Series B	114,705	6.90%	September 4, 2027
Shelf Registered Bonds I Oto Multiartha Phase II Series C	330,025	7.10%	September 4, 2029
Shelf Registered Bonds V Phase II Series A	429,910	6.70%	December 17, 2027
Shelf Registered Bonds V Phase II Series B	966,505	6.95%	December 17, 2029

To fulfill these obligations, the Company will use internal cash.

The Company continuously monitors maturing obligations to ensure that all maturing obligations are met in a timely manner.



The Company's management hereby declares its commitment to properly settle all of its liabilities.

THE COMPANY'S MANAGEMENT DECLARES THAT THERE ARE NO LIABILITIES THAT WILL BE SETTLED/PAID USING THE PROCEEDS FROM THE PUBLIC OFFERING AND THAT THERE ARE NO LIABILITIES THAT HAVE MATURATED BUT NOT BEEN SETTLED.

THE COMPANY HAS NO NEGATIVE COVENANTS THAT ARE DEFAMATORY TO BONDHOLDERS.

IN VIEW OF THE COMPANY'S FINANCIAL CONDITION, THE COMPANY'S MANAGEMENT IS ABLE TO SETTLE ALL ITS LIABILITIES IN ACCORDANCE WITH THE REQUIREMENTS.

ALL OF THE COMPANY'S LIABILITIES AS OF THE LAST FINANCIAL STATEMENT DATE HAVE BEEN DISCLOSED IN THE SUPPLEMENTARY INFORMATION.

THERE ARE NO VIOLATIONS OF THE TERMS OF THE CREDIT AGREEMENT BY ANY COMPANY IN THE COMPANY'S BUSINESS GROUP THAT COULD HAVE A MATERIAL IMPACT ON THE COMPANY'S BUSINESS CONTINUITY.

THERE ARE NO DEFAULTS IN THE PAYMENT OF PRINCIPAL AND/OR INTEREST ON LOANS AFTER THE DATE OF THE LAST FINANCIAL REPORT UP TO THE DATE OF ISSUANCE OF THIS ADDITIONAL INFORMATION.

THERE ARE NO MATERIAL FACTS THAT RESULT IN SIGNIFICANT CHANGES IN LIABILITIES AND/OR COMMITMENTS EITHER AFTER THE DATE OF THE LAST FINANCIAL STATEMENTS UP TO THE DATE OF THE PUBLIC ACCOUNTANT'S REPORT, OR AFTER THE DATE OF THE PUBLIC ACCOUNTANT'S REPORT UP TO THE DATE OF ISSUANCE OF THIS ADDITIONAL INFORMATION.

#### **IV. SUMMARY OF IMPORTANT FINANCIAL DATA**

Prospective investors should read the summary of important financial data presented below with the Company's financial position statements for the periods (i) as of and for the six-month period ended June 30, 2025 (unaudited) and 2024 (unaudited) and (ii) as of and for the years ended December 31, 2024 and 2023, along with the notes to those financial statements contained elsewhere in this Supplementary Information.

The table below presents a summary of the Company's important financial data sourced from the Company's financial statements for the period (i) as of and for the six-month period ended June 30, 2025 (unaudited) and 2024 (ii) as of and for the year ended December 31, 2024 and 2023 which have been audited by the Public Accounting Firm Siddharta Widjaja & Rekan (a member firm of KPMG International Limited), based on the auditing standards established by the Indonesian Institute of Certified Public Accountants ("IAPI") with an unmodified opinion as stated in the report dated February 28, 2025 signed by Novie, S.E., CPA (Public Accountant Registration No. AP.1212).

**A. CONSOLIDATED STATEMENT OF FINANCIAL POSITION**

(In million rupiah)

	June 30,	December 31	
	2025*	2024	2023
<b>ASSET</b>			
Cash	1,245,494	1,379,647	1,428,683
Current accounts with			
Bank Indonesia	6,322,866	9,443,461	9,276,598
Current accounts with			
other banks			
Third party	2,346,536	509,209	500,326
Related parties	533,477	525,792	462,061
Less : Reserve for			
impairment losses	(285)	(37)	(158)
	<b>2,879,728</b>	<b>1,034,964</b>	<b>962,229</b>
Placements with Bank			
Indonesia and other			
banks	9,474,175	12,694,705	8,961,654
margin income that			
will still be received	2,060	1,033	2,624
Less: Allowance for			
impairment losses	(4)	(582)	-

(In million rupiah)

	June 30,	December 31	
	2025*	2024	2023
	<u>9,476,231</u>	<u>12,695,156</u>	<u>8,964,278</u>
Effects	20,480,206	27,981,308	17,038,501
Interest/margin income			
that will still be			
received	184,567	193,642	225,855
Less: Allowance for			
impairment losses	(121)	(593)	(799)
	<u>20,664,652</u>	<u>28,174,357</u>	<u>17,263,557</u>
Securities purchased			
with a resale			
agreement (reverse			
repo)	252,099	468,188	-
Interest income yet to			
be received	383	594	-
	<u>252,482</u>	<u>468,782</u>	<u>-</u>
Derivative bills			
Third party	1,095,904	1,372,880	636,924
Related parties	270,554	375,245	496,225

(In million rupiah)

	June 30,	December 31	
	2025*	2024	2023
	<b>1,366,458</b>	<b>1,748,125</b>	<b>1,133,149</b>
Acceptance bill	3,341,334	3,334,619	3,289,757
Less: Allowance for impairment losses	(2,639)	(17,078)	(8,637)
	<b>3,338,695</b>	<b>3,317,541</b>	<b>3,281,120</b>
Loans provided			
Third party	144,421,791	139,362,461	141,400,072
Related parties	385,866	437,775	3,773,364
Sharia financing/receivables:			
Third party	10,144,808	10,171,759	11,387,861
margin income that will still be received	760,170	762,335	1,097,796
Less: Allowance for impairment losses	(3,936,029)	(3,922,680)	(4,618,047)
	<b>151,776,606</b>	<b>146,811,650</b>	<b>153,041,046</b>
Financing receivables:	30,087,279	29,432,622	-
Third party	(2,103,085)	(1,970,930)	-

(In million rupiah)

	June 30, 2025*	December 31 2024	2023
Less: Allowance for impairment losses	27,984,194	27,461,692	-
Equity investments			
Third party	50,583	52,785	80,086
Related parties	22,500	22,500	22,500
	<b>73,083</b>	<b>75,285</b>	<b>102,586</b>
Expenses paid in advance	1,293,623	1,075,266	1,184,067
Claim return tax	560,219	525,930	67,337
Deferred tax assets	297,824	370,403	715,152
Fixed assets	6,074,655	6,058,147	5,040,250
Less: Accumulated depreciation	(3,884,402)	(3,773,725)	(2,992,438)
	<b>2,190,253</b>	<b>2,284,422</b>	<b>2,047,812</b>
Intangible assets and goodwill			
Intangible assets	5,113,352	5,097,520	3,480,039
Goodwill	1,098,209	1,098,209	61,116

(In million rupiah)

	June 30,	December 31	
	2025*	2024	2023
Less: Accumulated amortization	(3,473,725)	(3,386,613)	(2,451,771)
	<b>2,737,836</b>	<b>2,809,116</b>	<b>1,089,384</b>
Other assets	2,106,778	1,609,959	996,966
Less : Reserve for impairment losses	(213,739)	(189,329)	(105,572)
	<b>1,893,039</b>	<b>1,420,630</b>	<b>891,394</b>
<b>TOTAL ASSETS</b>	<b>234,353,283</b>	<b>241,096,427</b>	<b>201,448,392</b>

**LIABILITIES, TEMPORARY SYIRKAH FUNDS**
**AND EQUITY**
**LIABILITIES**

Immediate liability	70,131	48,898	71,606
Share the results that have not been shared	18,169	18,825	21,951
Customer savings			
Third party	100,248,482	111,396,668	97,793,480
Related parties	264,889	321,791	484,276
Accrued interest expense	230,062	267,398	179,647



(In million rupiah)

	June 30, 2025*	December 31	
		2024	2023
	<b>100,743,433</b>	<b>111,985,857</b>	<b>98,457,403</b>
Deposits from other banks			
Third party	1,461,226	58,472	1,253,579
Related parties	6,688,591	699,242	9,561,059
Accrued interest expense	27,002	-	7,483
	<b>8,176,819</b>	<b>757,714</b>	<b>10,822,121</b>
Securities sold with an agreement to repurchase	24,752	-	-
Interest expense still to be paid	40	-	-
	<b>24,792</b>	<b>-</b>	<b>-</b>
Derivative liabilities			
Third party	953,459	1,537,568	1,014,819
Related parties	28,209	21,273	57,285
	<b>981,668</b>	<b>1,558,841</b>	<b>1,072,104</b>

(In million rupiah)

	June 30, 2025*	December 31 2024	2023
Acceptance liabilities			
Third party	2,732,842	2,998,823	2,160,250
Related parties	161,825	163,558	163,383
	<b>2,894,667</b>	<b>3,162,381</b>	<b>2,323,633</b>
Tax debt			
Corporate income tax	57,736	78,170	107,880
Other taxes	154,356	147,690	130,038
	<b>212,092</b>	<b>225,860</b>	<b>237,918</b>
Securities issued			
Bond debt	6,232,957	2,939,924	200,569
Accrued interest expense	25,742	21,117	1,514
	<b>6,258,699</b>	<b>2,961,041</b>	<b>202,083</b>
Loans received			
Third party	24,280,365	27,074,681	12,682,950
Related parties	19,806,700	22,452,525	18,569,798

(In million rupiah)

	June 30,	December 31	
	2025*	2024	2023
Unamortized			
transaction costs	(87,154)	(113,321)	(48,251)
Accrued interest			
expense	180,253	244,342	151,020
	<b>44,180,164</b>	<b>49,658,227</b>	<b>31,355,517</b>
Accrual	444,459	561,383	478,981
Subordinated loans	3,247,000	3,219,000	3,079,400
Accrued interest			
expense	9,090	10,069	10,960
	<b>3,256,090</b>	<b>3,229,069</b>	<b>3,090,360</b>
Employee benefit			
liabilities			
Short-term employee			
benefits	386,301	613,452	511,188
Post-employment			
benefits and other			
long-term employee			
benefits	476,762	452,955	170,105

(In million rupiah)

	June 30,	December 31	
	2025*	2024	2023
	<u>863,063</u>	<u>1,066,407</u>	<u>681,293</u>
Rental liabilities	280,429	335,275	353,990
Other liabilities	1,535,623	1,181,258	1,075,508
<b>TOTAL LIABILITIES</b>	<b>169,940,298</b>	<b>176,751,036</b>	<b>150,244,468</b>
<b>TEMPORARY SYIRKAH</b>			
<b>FUNDS</b>			
Not a bank			
Mudharabah Savings			
Third party	872,185	972,327	887,890
Related parties	4,344	4,295	2,064
	<u>876,529</u>	<u>976,622</u>	<u>889,954</u>
Mudharabah Deposits			
Third party	8,400,778	8,593,793	8,997,932
Related parties	27,567	28,937	32,934
	<u>8,428,345</u>	<u>8,622,730</u>	<u>9,030,866</u>
<b>AMOUNT OF TEMPORARY</b>			
<b>SYIRKAH FUNDS</b>	<b>9,304,874</b>	<b>9,599,352</b>	<b>9,920,820</b>

(In million rupiah)

	June 30, 2025*	December 31 2024	December 31 2023
<b>EQUITY</b>			
<b>Attributed equity to owner entity parent</b>			
Capital stock			
Authorized capital of IDR 300,000 consists of 15,000,000,000 shares with a nominal value of IDR 20 (full value) per share			
The issued and fully paid capital is 10,645,945,748 shares (December 31, 2024: 10,645,945,748 shares; December 31, 2023: 8,149,106,869)	212,919	162,982	162,982
Additional paid-in capital	17,562,271	17,561,631	11,162,238

(In million rupiah)

	June 30, 2025*	December 31 2024	2023
Fixed asset			
revaluation reserve	940,515	940,515	954,224
Cash flow hedges	(98,075)	9,266	-
Fair value reserve -			
net	19,583	12,646	2,906
Transactions with non-			
controlling interests	(24,267)	(24,267)	(24,267)
Retain earning			
- Reserved	42,953	42,953	32,596
- Not yet backed up	29,188,410	28,750,910	26,369,641
Other equity			
components	260,801	260,801	260,801
Treasury shares	-	-	(254,695)
	<b>48,105,110</b>	<b>47,767,374</b>	<b>38,666,426</b>
<b>Non-controlling</b>			
<b>interests</b>	<b>7,003,001</b>	<b>6,978,665</b>	<b>2,616,678</b>
<b>TOTAL EQUITY</b>	<b>55,108,111</b>	<b>54,746,039</b>	<b>41,283,104</b>
<b>TOTAL LIABILITIES,</b>			
<b>TEMPORARY SYIRKAH</b>			
<b>FUNDS, AND EQUITY</b>	<b>234,353,283</b>	<b>241,096,427</b>	<b>201,448,392</b>

\*unaudited

**B. CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER  
COMPREHENSIVE INCOME**

(In million rupiah)

	For the six-month period ended June 30		For the year ended December 31	
	2025*	2024*	2024	2023
<b>OPERATING INCOME AND EXPENSES</b>				
Interest income	9,622,615	8,253,463	18,189,958	13,069,491
Sharia income	2,604,148	2,736,857	5,398,377	5,746,182
	<b>12,226,763</b>	<b>10,990,320</b>	<b>23,588,335</b>	<b>18,815,673</b>
Interest expense	(3,956,975)	(3,782,664)	(7,875,949)	(6,285,177)
Sharia burden	(244,883)	(256,004)	(504,104)	(486,433)
	<b>(4,201,858)</b>	<b>(4,038,668)</b>	<b>(8,380,053)</b>	<b>(6,771,610)</b>
<b>NET INTEREST AND SHARIA INCOME</b>	<b>8,024,905</b>	<b>6,951,652</b>	<b>15,208,282</b>	<b>12,044,063</b>

Other operating

income:

Other operating

income	952,938	779,463	1,897,296	942,583
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(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
Profits from				
foreign				
exchange				
differences				
and net				
derivative				
transactions	(293,294)	(422,586)	(667,642)	(381,700)
	<b>659,644</b>	<b>356,877</b>	<b>1,229,654</b>	<b>560,883</b>
Operating				
income:				
Other				
operating				
income	285,916	186,030	448,733	478,995
Gains from				
foreign				
exchange				
differences				
and net				
derivative				
transactions	158,922	277,633	542,691	649,494



(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
	444,838	463,663	991,424	1,128,489
Other				
operational				
expenses:				
Staffing burden	(2,782,623)	(2,294,303)	(4,850,251)	(3,756,478)
General and				
administrative				
expenses	(1,843,983)	(1,772,203)	(3,951,282)	(3,304,961)
Reserve for				
impairment				
losses	(2,579,593)	(1,702,554)	(3,897,140)	(3,049,919)
Other				
operational				
expenses	(344,441)	(208,900)	(626,670)	(161,042)
				(10,272,400
	(7,550,640)	(5,977,960)	(13,325,343)	)
<b>NET OPERATING</b>				
<b>INCOME</b>	<b>1,578,747</b>	<b>1,794,232</b>	<b>4,104,017</b>	<b>3,461,035</b>

(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
NON-OPERATIONAL				
INCOME				
(EXPENSES),				
Non-operating				
income	5,816	9,277	20,510	10,053
Non-operating				
expenses	(3,465)	(2,183)	(4,054)	(13,406)
	2,351	7,094	16,456	(3,353)
PROFIT BEFORE				
INCOME TAX	1,581,098	1,801,326	4,120,473	3,457,682
INCOME TAX				
EXPENSES	(344,447)	(385,425)	(904,233)	(775,198)
<b>NET PROFIT</b>	<b>1,236,651</b>	<b>1,415,901</b>	<b>3,216,240</b>	<b>2,682,484</b>

OTHER

COMPREHENSIVE

INCOME :

(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
Items that will				
not be				
reclassified to				
profit or loss				
Gain on				
revaluation				
of fixed				
assets	-	-	7,814	79,772
Remeasurement				
of employee				
benefits				
liabilities	-	-	53,366	(92,262)
Income tax				
related to				
items that				
will not be				
reclassified				
to profit or				
loss	-	-	(11,740)	20,204
	-	-	49,440	7,714

(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
Items to be				
reclassified to				
profit or loss				
Cash flow				
hedges	(574,421)	(45,113)	54,698	-
Effective				
portion of				
changes in				
fair value	383,642	-	(30,094)	-
Amount				
transferred				
to profit or				
loss	8,864	(5,215)	12,563	13,633
Unrealized				
gains on				
changes in the				
fair value of				
securities				
measured at				

(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
fair value				
through other				
comprehensive				
income				
Income tax				
related to				
items to be				
reclassified				
to profit or				
loss				
	26,596	3,887	(11,851)	(2,999)
	(155,319)	(46,441)	25,316	10,634
<b>OTHER</b>				
<b>COMPREHENSIVE</b>				
<b>INCOME FOR THE</b>				
<b>YEAR, AFTER</b>				
<b>INCOME TAX</b>	(155,319)	(46,441)	74,756	18,348
<b>TOTAL</b>				
<b>COMPREHENSIVE</b>				
<b>PROFIT FOR THE</b>	1,081,332	1,369,460	3,290,996	2,700,832

(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
<b>CURRENT YEAR,</b>				
<b>AFTER TAXES</b>				
<b>NET PROFIT</b>				
<b>ATTRIBUTED TO</b>				
Owner of the				
parent entity	1,000,097	1,240,498	2,812,986	2,358,334
Non-controlling				
interests	236,554	175,403	403,254	324,150
	<b>1,236,651</b>	<b>1,415,901</b>	<b>3,216,240</b>	<b>2,682,484</b>
<b>AMOUNT OF</b>				
<b>COMPREHENSIVE</b>				
<b>PROFIT</b>				
<b>ATTRIBUTED TO</b>				
Owner of the				
parent entity	899,693	1,210,800	2,868,590	2,376,847
Non-controlling				
interests	181,639	158,660	422,406	323,985
	<b>1,081,332</b>	<b>1,369,460</b>	<b>3,290,996</b>	<b>2,700,832</b>

(In million rupiah)

	For the six-month period		For the year ended	
	ended June 30		December 31	
	2025*	2024*	2024	2023
<b>NET PROFIT PER</b>				
<b>SHARE (FULL</b>				
<b>VALUE)</b>				
Base	94	130	279	293
Diluted	94	130	279	293
*unaudited				

#### C. KEY RATIOS

	June 30,	December 31,	
	2025	2024	2023
<b>CAPITAL</b>			
Capital Adequacy			
Ratio (CAR) taking			
into account credit			
& operational risks	30.08%	30.36%	30.31%
CAR takes into			
account credit,			
operational and			
market risks	29.69%	30.02%	29.90%

	June 30,	December 31,	
	2025	2024	2023
<b>ASSET QUALITY</b>			
Problematic			
productive assets			
to total			
productive assets	1.20%	1.19%	0.68%
Problematic			
productive assets			
and problematic			
non-productive			
assets to total			
productive assets			
and non-productive			
assets	1.21%	1.20%	0.68%
CKPN of financial			
assets against			
productive assets	2.55%	2.60%	2.46%
<b>PROFITABILITY</b>			
Return on Assets			
(ROA)	1.36%	1.80%	1.73%
Return on Equity			
(ROE)	4.57%	6.83%	6.54%



	June 30,	December 31,	
	2025	2024	2023
Net Interest			
Margin (NIM)	7.17%	7.10%	6.45%
Total liabilities			
to total equity			
(x)	3.25	3.40	3.88
Total liabilities			
to total assets			
(x)	0.76	0.77	0.80
<b>EFFICIENCY LEVEL</b>			
Operating Expenses			
Operating Income			
(BOPO)	86.95%	83.21%	83.72%
Cost to Income			
Ratio (CIR)	54.82%	53.89%	52.69%
<b>CREDIT QUALITY</b>			
Non Performing			
Loans (NPL) -			
gross	2.39%	2.50%	1.36%
NPL - net	1.13%	1.07%	0.40%

	June 30,	December 31,	
	2025	2024	2023
<b>LIQUIDITY</b>			
Loans to Deposit			
Ratio (LDR)	159.36%	147.04%	142.68%
<b>COMPLIANCE</b>			
Percentage of LLL			
violations	0.00%	0.00%	0.00%
<b><u>The Company's</u></b>			
<b><u>Minimum Statutory</u></b>			
<b><u>Reserve (GWM)</u></b>			
Rupiah			
Primary GWM	4.05%	6.91%	8.30%
GWM PLM	10.33%	19.44%	9.49%
Foreign currency			
Foreign Currency			
GWM	4.03%	4.02%	4.02%
<b><u>GWM Subsidiary</u></b>			
<b><u>Company</u></b>			
Rupiah			
GWM Total	4.53%	5.86%	5.54%

	June 30,	December 31,	
	2025	2024	2023
Company's Net			
Foreign Exchange			
Position (PDN)	1.04%	1.35%	0.52%
*unadited			

THE COMPANY HAS FULFILLED ALL FINANCIAL RATIOS REQUIRED IN THE COMPANY'S DEBT AGREEMENT AS OF THE DATE OF ISSUANCE OF THIS ADDITIONAL INFORMATION.

## **V. ANALYSIS AND DISCUSSION BY MANAGEMENT**

Management's analysis and discussion of the Company's financial condition and results of operations in this chapter should be read in conjunction with the chapter "Highlights of Key Financial Data" and the Company's financial statements for the periods (i) as of and for the nine-month period ended June 30, 2024 (unaudited) and 2023 (unaudited) and (ii) as of and for the years ended December 31, 2024 and 2023, along with the notes to those financial statements contained elsewhere in this Supplementary Information.

The analysis and discussion presented in this chapter supplement the analysis and discussion contained in the Additional Information on Bank SMBC Indonesia's Shelf-Registered Bonds V Phase III Year 2025.

The table below presents a summary of the Company's key financial data sourced from the Company's financial statements for the periods (i) as of and for the six-month period ended June 30, 2025 (unaudited) and 2024 (unaudited); (ii) as of and for the years ended December 31, 2024, and 2023, which have been audited by the Public Accounting Firm of Siddharta Widjaja & Rekan (a member firm of KPMG International Limited), based on auditing

standards established by IAPI with an unmodified opinion as stated in the report dated February 28, 2025, signed by Novie, S.E., CPA (Public Accountant Registration No. AP.1212).

#### **A. Business Activity Results**

**Six-month period ended June 30, 2025, compared to the six-month period ended June 30, 2024.**

Interest and Sharia Income. The Group recorded an increase in interest and sharia income of IDR 1,236,443 million, or 11.25%, to IDR 12,226,763 million from IDR 10,990,320 million. This increase was primarily contributed by income from third-party financing receivables.

Interest and Sharia Expense. The Group recorded an increase in interest and sharia expense of IDR 163,190 million, or 4.04%, to IDR 4,201,858 million from IDR 4,038,668 million. This increase was primarily contributed by interest expense on loans received by third parties.

Interest and Sharia Income - Net. The Group recorded a 15.44% increase in net interest and sharia income to IDR 8,024,905 million from IDR 6,951,652 million.

Net Operating Income. The Group recorded a 12.01% decrease in net operating income to IDR 1,578,747 million from IDR 1,794,232 million. This decrease was primarily due to an increase in the provision for impairment losses.

Net Income for the Period. The Group recorded a 12.65% decrease in net income to IDR 1,236,651 million from IDR 1,415,901 million. This decrease was due to an increase in the provision for impairment losses.

Comprehensive Income for the Period After Tax. The Group recorded a decrease in comprehensive profit after tax of IDR 288,128 million, or 21.04%, to IDR 1,081,332 million from IDR 1,369,460 million. This decrease was primarily due to an increase in hedging losses on a subsidiary's foreign loans.

**Year ended December 31, 2024, compared to the year ended December 31, 2023.**

Interest and Sharia Income. The Group recorded an increase in interest and sharia income of IDR 4,772,662 million, or 25.37%, to IDR 23,588,335 million from IDR 18,815,673

million. This increase was primarily contributed by income from third-party financing receivables resulting from the addition of the Group's new subsidiary in the second quarter of 2024.

Interest and Sharia Expense. The Group recorded an increase in interest and sharia expense of IDR 1,608,443 million, or 23.75%, to IDR 8,380,053 million from IDR 6,771,610 million. This increase was primarily contributed by interest expense on third-party loans due to the addition of the Group's new subsidiary in the second quarter of 2024.

Interest and Sharia Income - Net. The Group recorded an increase in net interest and sharia income of IDR 3,164,219 million, or 26.27%, to IDR 15,208,282 million from IDR 12,044,063 million, due to an increase in interest and sharia income.

Net Operating Income. The Group recorded an increase in net operating income of IDR 642,982 million, or 18.58%, to IDR 4,104,017 million from IDR 3,461,035 million. This increase was primarily due to an increase in interest and sharia income, as well as fees and commissions.

Net Profit for the Period. The Group recorded a 19.90% increase in net profit for the year, reaching IDR 3,216,240 million from IDR 2,682,484 million. This increase was due to an increase in net operating income, primarily contributed by interest and sharia income, as well as fees and commissions.

Comprehensive Income for the Period After Tax. The Group recorded a 21.85% increase in comprehensive income for the year after tax, reaching IDR 3,290,996 million from IDR 2,700,832 million. This increase was primarily due to the remeasurement of employee benefit liabilities and the hedging of a subsidiary's foreign loan.

## **B. Assets, Liabilities and Equity**

### **Assets**

**Position as of June 30, 2025, compared to position as of December 31, 2024.**

As of June 30, 2025, total assets were IDR 234,353,283 million, a decrease of IDR 6,743,144 million, or 2.80%, compared to IDR 241,096,427 million as of December 31, 2024.



The decrease in the Group's assets was primarily due to a decrease in marketable securities held.

**Position as of December 31, 2024, compared to position as of December 31, 2023.**

As of December 31, 2024, total assets were IDR 241,096,427 million, an increase of IDR 39,648,035 million, or 19.68%, compared to IDR 201,448,392 million as of December 31, 2023. The increase in the Group's assets was primarily due to an increase in financing receivables resulting from the addition of a new subsidiary in the second quarter of 2024.

**Liabilities**

**Position as of June 30, 2025, compared to position as of December 31, 2024.**

As of June 30, 2025, total liabilities amounted to IDR 169,940,298 million, a decrease of IDR 6,810,738 million, or 3.85%, compared to IDR 176,751,036 million as of December 31, 2024. The decrease in the Group's liabilities was primarily due to a decrease in third-party funds.

**Position as of December 31, 2024, compared to position as of December 31, 2023.**

As of December 31, 2024, total liabilities amounted to IDR 176,751,036 million, an increase of IDR 26,506,568 million, or 17.64%, compared to IDR 150,244,468 million as of December 31, 2023. The increase in the Group's liabilities was primarily due to borrowings and third-party funds.

#### **Equity**

**Position as of June 30, 2025, compared to position as of December 31, 2024.**

As of June 30, 2025, total equity amounted to IDR 55,108,111 million, an increase of IDR 362,072 million, or 0.66%, compared to IDR 54,746,039 million as of December 31, 2024. The increase was primarily due to an increase in retained earnings.

**Position as of December 31, 2024, compared to position as of December 31, 2023**

As of December 31, 2024, total equity was IDR 54,746,039 million, an increase of IDR 13,462,935 million, or 32.61%, compared to IDR 41,283,104 million as of December 31, 2023. The increase was primarily due to an increase in additional paid-in capital.

### C. Cash Flow

The following table provides a summary of cash flows for each period:

(In millions of Rupiah)

	June, 30		December 31	
	2025*	2024*	2024	2023
Net cash flow				
used For				
activity				
operation	(8,424,061)	11,462,355	10,829,769	(2,397,197)
Net cash flow				
obtained from				
activity				
investment	7,410,394	(18,783,436)	(16,764,391)	394,010
Net cash flow				
(used for) is	(3,378,310)	6,095,232	8,624,877	(13,887,114)

obtained from  
 activity  
 funding

**(Decrease)**

**Increase net**

**cash and cash**

**equivalents**      **(4,391,977)**      **(1,225,849)**      **2,690,255**      **(15,890,301)**

Impact Change

Difference

Exchange rate

to Cash and

Cash

Equivalents      (12,444)      2,877      4,759      (14,462)

Balance and

Cash

Equivalents at

the Beginning

of the Year      26,168,004      23,472,990      23,472,990      39,377,753

**Year Cash and**

**Cash**

**Equivalents**

**Balance**      **21,763,583**      **22,250,018**      **26,168,004**      **23,472,990**

\*unaudited

### **Cash flow from activity operation**

**Position as of June 30, 2025, compared to position as of June 30, 2024.**

Net cash flow used in operating activities decreased by IDR 19,886,416 million, or 173.49%, to negative IDR 8,424,061 million as of June 30, 2025, from IDR 11,462,355 million as of June 30, 2024, primarily due to a decrease in operating liabilities.

**Position as of December 31, 2024, compared to position as of December 31, 2023.**

Net cash flow provided by operating activities increased by IDR 13,226,966 million, or 551.77%, to IDR 10,829,769 million as of December 31, 2024, from IDR 2,391,197 million as of December 31, 2023, primarily due to an increase in operating liabilities.

### **Cash Flows from Investing Activities**

**Position as of June 30, 2025, compared to June 30, 2024.**

Net cash flows provided by investing activities increased by IDR 26,193,830 million, or 139.45%, to IDR 7,410,394 million as of June 30, 2025, from negative IDR 18,783,436 million as of June 30, 2024, primarily due to the sale of securities and a decrease in purchases of securities.

**Position as of December 31, 2024, compared to December 31, 2023.**

Net cash flows provided by investing activities decreased by IDR 17,158,401 million, or 4,354.81%, to negative IDR 16,764,391 million as of December 31, 2024, from negative IDR 394,010 million as of December 31, 2023. 2023, primarily due to the purchase of securities and the acquisition of subsidiaries.

**Cash flow from financing activities**

**Position as of June 30, 2025, compared to position as of June 30, 2024.**

Net cash flow used in financing activities decreased by IDR 9,473,542 million, or 155.43%, to a negative IDR 3,378,310 million as of June 30, 2025, from IDR 6,095,232 million as of June 30, 2024, primarily due to the payment and repayment of borrowings.

**Position as of December 31, 2024, compared to position as of December 31, 2023.**

Net cash flow used in financing activities increased by IDR 22,511,991 million, or 162.11%, to IDR 8,624,877 million as of December 31, 2024, from a negative IDR 13,887,114 million as of December 31, 2023, primarily due to a decrease in installment payments and repayment of loans received and proceeds from the rights issue.

## **VI. SIGNIFICANT SUBSEQUENT TO THE DATE OF THE INDEPENDENT AUDITOR'S REPORT**

Based on the Decision of the Members of the OJK Board of Commissioners Number KEP-6/KS.1/2025 dated June 24, 2025, as conveyed by the OJK in Letter Number SR-11/KS.13/2025 dated July 8, 2025, the OJK has approved the appointment of the Company as a Financial Conglomerate Holding Company ("**PIKK**").

Furthermore, to comply with OJK Regulation Number 30 of 2024 concerning Financial Conglomerates and Financial Conglomerate Holding Companies, the Company amended its Articles of Association in accordance with the resolutions of the Annual General Meeting of Shareholders dated April 22, 2025, as outlined in the Deed of Statement of Resolutions of the Company's Annual General Meeting of Shareholders No. 27 dated July 14, 2025, drawn up by Ashoya Ratam, SH, MKn, Notary of the Administrative City of South Jakarta, and received and recorded by the Ministry of Law of the Republic of Indonesia No. AHUAH. 01.03-0187261 dated July 17, 2025.



**VII. ADDITIONAL INFORMATION ABOUT THE COMPANY AND SUBSIDIARIES,  
BUSINESS ACTIVITIES AND BUSINESS TENDENCIES AND PROSPECTS**

**A. INFORMATION ABOUT THE COMPANY**

**1. Brief History**

The Company is domiciled in South Jakarta, previously named PT Bank Tabungan Pensiunan Nasional, was established based on Deed No. 31 dated February 16, 1985, made before Komar Andasasmita, S.H., Notary in Bandung. This deed of establishment has been amended by Deed No. 12 dated July 13, 1985, made before Dedeh Ramdah Sukarna, S.H., notary substitute for Komar Andasasmita, S.H., Notary in Bandung, and has been approved by the Minister of Justice of the Republic of Indonesia with Decree No. C2-4583HT01.01TH.85 dated July 25, 1985, and has been registered in the register book of the Registrar's Office of the District Court in Bandung No. 458 and No. 459 dated August 16, 1985, and has been announced in the State Gazette of the Republic of Indonesia No. 76 dated September 20, 1985, Supplement No. 1148 (**"Deed of Establishment of the Company"**).

Based on Letter of the Minister of Finance of the Republic of Indonesia No. S-625/MK.11/1985 dated December 30, 1985, and

Decree of the Minister of Finance of the Republic of Indonesia No. Kep-135/KM.11/1986 dated December 2, 1986, concerning the Granting of Business Licenses for PT Bank Tabungan Pensiunan Nasional in Bandung, along with its 26 (twenty-six) branch offices in Indonesia, the Company was granted a permit to operate as a savings bank as a continuation of the Bapemil business, which had been operating since 1959.

Based on Decree of the Minister of Finance No. KEP-055/KM.17/1993 dated March 22, 1993, concerning the Business Licenses for PT Bank Tabungan Pensiunan Nasional in Bandung, the Minister of Finance of the Republic of Indonesia granted a business license to the Company, domiciled at Jl. Otto Iskandardinata No. 392, Bandung 40242, and its 26 branch offices in Indonesia, to conduct business activities as a commercial bank. With the issuance of this decree, the Decree of the Minister of Finance No. KEP-135/MK.11/1986 dated December 2, 1986 concerning the Granting of Business Licenses to the Company was revoked and declared no longer valid.

Based on the Deed of Minutes of the Company's Extraordinary General Meeting of Shareholders No. 22 dated January 21, 2019, drawn up before Ashoya Ratam, S.H., M.Kn., Notary in Jakarta, the Company's shareholders have approved, among other things:

(i) approval of the merger with PT Bank Sumitomo Mitsui Indonesia ("**BSMI**"), where BSMI acts as the merging party and the Company acts as the merging party; (ii) the change of the Company's name to PT BANK BTPN Tbk, which was notified to the Minister of Law and Human Rights based on the Receipt of Notification of the Company's Merger No. AHU-AH.01.10-0006176 dated January 22, 2019; and (iii) Decree of the Minister of Law and Human Rights No. AHU-0006169.AH.01.10.Tahun 2019 dated January 22, 2019, which was announced in Supplement to the State Gazette of the Republic of Indonesia No. 27 dated January 22, 2019.

The Company's articles of association have undergone several amendments, the most recent of which was stated in the Deed of Statement of Resolutions of the Company's Annual General Meeting of Shareholders No. 27 dated July 14, 2025, drawn up before Ashoya Ratam, S.H., M.Kn., Notary in Jakarta. This deed was notified and accepted by the Ministry of Law based on Decree Number AHU-AH.01.03-0187261 dated July 17, 2025, concerning the Receipt of Notification of Amendments to the Company's Articles of Association, which was announced in Supplement to the State Gazette of the Republic of Indonesia No. 60 dated July 17, 2025 ("**Deed No. 27/2025**").

(The Company's articles of association as set out in the Deed of Establishment until last amended by Deed No. 27/2025, hereinafter referred to as the "**Company's Articles of Association**").

## 2. Share Ownership and Capital Structure of the Company

Based on Deed No. 55/2024, Deed No. 27/2025 and the Company's Share Ownership Report as of July 31, 2025 issued by PT Datindo Entrycom, the Company's latest capital structure and shareholder composition are as follows:

Capital stock with nominal value of IDR 20 per share			
	Number of shares	Nominal Value (IDR)	%
<b>Authorized capital</b>	15,000,000,000	300,000,000,000	
<b>Capital Issued and Fully Paid Up</b>			
SMBC	9,692,826,975	193,856,539,500	91.047%
PT Bank Central Asia Tbk	109,742,058	2,194,841,160	1.031%

PT Bank Negara	12,007,137	240,142,740	0.113%
Indonesia (company)			
Tbk			
Merisa Darwis	223,858	4,477,160	0.002%
Henoch Munandar	175,256	3,505,120	0.002%
Hanna Tantani	149,654	2,993,080	0.001%
Dini Herdini	120,072	2,401,440	0.001%
Atsushi Hino	1,500	30,000	0.000%
Public (each <5%)	830,699,238	16,613,984,760	7.803%
<b>Total Issued and</b>	<b>10,645,945,748</b>	<b>212,918,914,960</b>	<b>100.00%</b>

#### **Fully Paid-up**

#### **Capital**

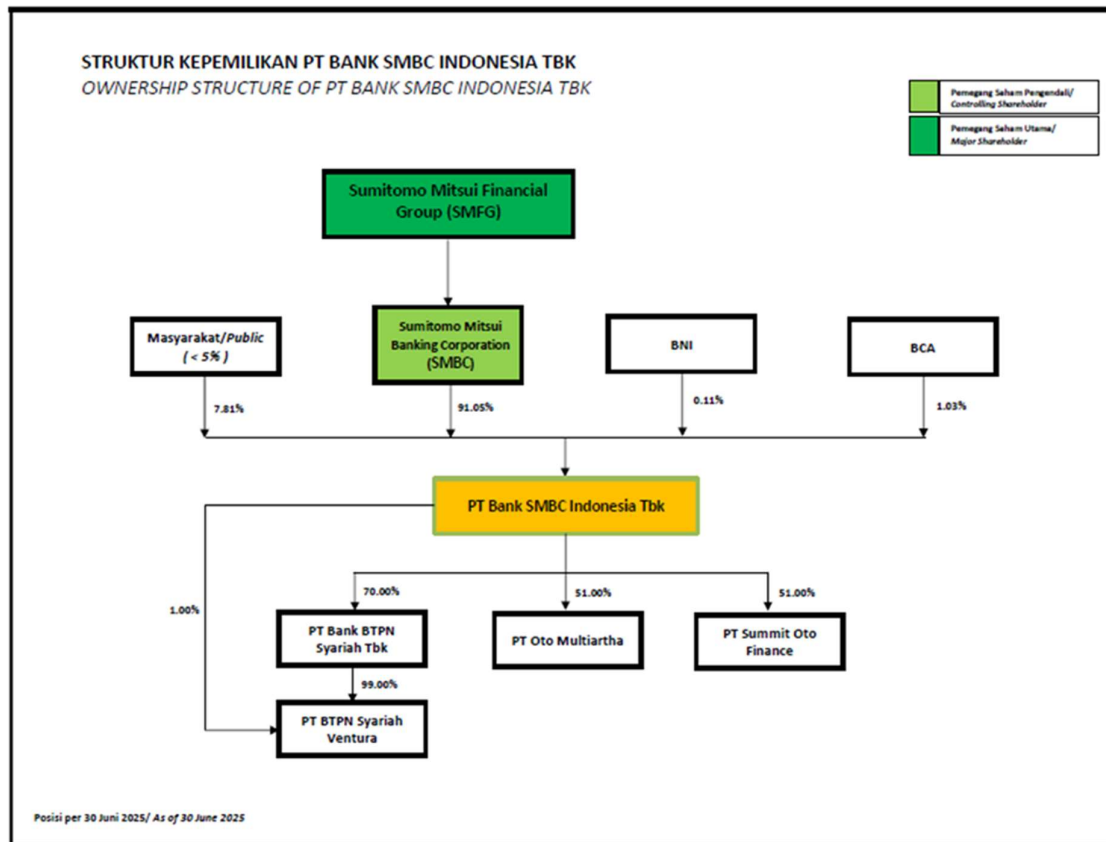
<b>Number of Shares in</b>	<b>4,354,054,252</b>	<b>87,081,085,040</b>
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#### **Portfolio**

\*In order to fulfill the provisions of Article 4 paragraph (2) and paragraph (3) of PP No. 29/1999 regarding the obligation to maintain at least 1% (one percent) of shares that are not listed on the IDX and remain owned by Indonesian citizens and/or Indonesian legal entities, currently 109,742,058 shares owned by PT Bank Central Asia Tbk, representing 1.031% of the total issued and paid-up capital of the Company, are not listed on the IDX.

### **3. Group Ownership Diagram**

The following is an ownership diagram that shows the Company's position in the SMFG group:



Note: Public Ownership includes ownership from members of the Company's Board of Commissioners and Board of Directors.

The Company has determined the beneficial owner of the Company as required by Article 3 of Presidential Decree 13/2018 and has submitted it to the Minister of Law and Human Rights on April 21, 2025, where the beneficial owner that has been determined and reported by the Company is Yoshihiro Hyakutome who was

appointed by Sumitomo Mitsui Financial Group which is the owner of 100% of the shares of Sumitomo Mitsui Banking Corporation, which is the Controlling Shareholder of the Company, in accordance with the criteria for beneficial owners of limited liability companies as referred to in Article 4 paragraph (1) of Presidential Decree 13/2018, namely receiving profits or gains of more than 25%, having the authority to appoint, replace, or dismiss members of the board of directors and board of commissioners, having the authority to influence or control the Company, receiving benefits from the Company, and being the actual owner of funds for share ownership in the Company.

#### **4. Management and Supervision**

Based on (i) Deed of Statement of Resolutions of the Annual General Meeting of Shareholders No. 25 dated April 22, 2025, made before Ashoya Ratam, S.H., M.Kn., Notary in the Administrative City of South Jakarta, which deed has been notified to and received by the Ministry of Law based on Letter Number No. AHU-AH.01.09-0210284 dated April 28, 2025, and (ii) Deed of Statement of Resolutions of the Annual General Meeting of Shareholders No. 101 dated June 30, 2025, made before Ashoya Ratam, S.H., M.Kn., Notary in the Administrative City of South Jakarta, which deed has been notified to and received by the

Ministry of Law based on Letter Number No. AHU-AH.01.09-0304714 dated July 1, 2025, the latest composition of the Company's Board of Commissioners and Board of Directors on the date of issuance of this Additional Information is as follows:

**Board of Commissioners**

President Commissioner	: Chow Ying Hoong
Commissioner	: Takeshi Kimoto
Independent Commissioner	: Ninik Herlani Masli Ridhwan
Independent Commissioner	: Onny Widjanarko
Independent Commissioner	: Kusumaningtuti Sandriharmy Soetiono
Independent Commissioner	: Marita Alisjahbana

**Board of Directors**

President Director	: Henoeh Munandar
Deputy President Director	: Jun Saito
Deputy President Director	: Michellina Laksmi Triwardhany
Compliance Director	: Dini Herdini
Director	: Atsushi Hino
Director	: Yuki Terayama
Director	: Merisa Darwis
Director	: Hanna Tantani



The following is a brief history of each member of the Company's Board of Commissioners and Board of Directors up to the date of publication of this Additional Information.

#### **BOARD OF COMMISSIONERS**



**Kusumaningtuti Sandriharmy Soetiono**

**Independent Commissioner**

Indonesian citizen. She graduated from the Faculty of Law, University of Indonesia in 1979. She continued her education and earned a Master of Laws degree from the Washington College of Law, American University, Washington, D.C., USA in 1984 and a Doctor of Laws degree from the University of Indonesia in 2008.

She has professional experience in the financial industry, holding various strategic positions, including Head of the Bank Indonesia Representative Office in New York, USA (2010-2012), Director of Human Resources at Bank Indonesia (2007-2010),

Head of the Center for Central Banking Studies (2006-2007), and Member of the Board of Commissioners of the Financial Services Authority (OJK) (2012-2017).

She was appointed as an Independent Commissioner of the Company through the Annual General Meeting of Shareholders on April 22, 2025.

#### **BOARD OF DIRECTORS**



**Jun Saito**

**Deputy President Director**

Japanese citizen. Graduated from Gakushuin University with a degree in Law in 1992.

He began his career at Sumitomo Bank's Nishikasai Branch in 1992, handling Small and Medium Enterprises and Wealth Management for retail clients. He was then assigned to countries ranging from Tokyo to Vietnam, Singapore, and Dubai as Regional

Head of the Middle East Department (2019-2021). His last position was at SMBC Bank International London as Deputy Head of EMEA (2022-2025).

He was appointed Deputy President Director of the Company by the Annual General Meeting of Shareholders on April 22, 2025.

**Michellina Laksmi Triwardhany**

**Deputy President Director**



Indonesian citizen. She graduated in 1987 from the University of North Texas, USA, with a Bachelor of Science in Computer Science, and in 1990 from the University of Texas at Austin, USA, with a Master of Business Administration.

She began his career at Citibank in 1990 and spent nearly two decades holding various strategic positions both in Indonesia and abroad. She continued her career at Bank Danamon Indonesia, where she held her final

position as Deputy President Director (2018-2021). Prior to joining Bank SMBC Indonesia, she served as President Director at Prudential Indonesia (2021-2024).

She was appointed as the Company's Deputy President Director by the Annual General Meeting of Shareholders on April 22, 2025.



**Yuki Terayama**

**Director**

Japanese citizen. Graduated from the Faculty of Mathematical Sciences, Waseda University in 1995.

He began his career at Sumitomo Bank (before its merger with Sakura Bank to become SMBC) in 1995 at the Simbashi branch, responsible for retail products and import/export operations. He began working in Treasury in 2000 at SMBC Tokyo, then held various positions until finally being assigned to Hong Kong in the Trading Department from

2012 to 2017. He was then assigned to China from 2017 to 2019, returned to Tokyo from 2019 to 2020, and was finally assigned to Seoul as Joint General Manager from 2020 to 2025.

He was appointed as a Director of the Company through the Annual General Meeting of Shareholders on April 22, 2025.

The appointment of all members of the Company's Board of Commissioners and Board of Directors is in accordance with the provisions of the Company's Articles of Association and applicable laws and regulations, including POJK No. 33/2014.

There is no family relationship between members of the Board of Commissioners, Board of Directors, and Shareholders of the Company.

## **5. Human Resources**

As of June 30, 2025, December 31, 2024 and 2023, the number of permanent employees of the Group is 30,029, 29,384 and 28,147

spread across various cities in Indonesia, with the following details:

**Table of composition of employees based on status**

	As of		As of
	December 31		June 30
	2023	2024	2025
<b>Company</b>			
Permanent	6,346	6,196	6,188
Contract	290	295	268
<b>Amount</b>	<b>6,636</b>	<b>6,491</b>	<b>6,456</b>

**BTPN Syariah**

Permanent	3,612	3,320	3,306
Contract	10,685	11,092	11,359
<b>Amount</b>	<b>14,297</b>	<b>14,412</b>	<b>14,665</b>

**OTO**

Permanent	1,634	1,973	1,998
Contract	230	134	186
<b>Amount</b>	<b>1,864</b>	<b>2,107</b>	<b>2,184</b>

**SOF**

Permanent	4,563	5,850	5,987
-----------	-------	-------	-------

	As of		As of
	December 31		June 30
	2023	2024	2025
Contract	787	524	737
<b>Amount</b>	<b>5,350</b>	<b>6,374</b>	<b>6,724</b>
<b>Total Amount</b>	<b>28,147</b>	<b>29,384</b>	<b>30,029</b>

**Table of composition of permanent employees based on position level**

	As of		As of
	December 31		June 30
	2023	2024	2025
<b>Company</b>			
Board of Management	10	10	10
Top Management	178	187	192
Senior Management	743	750	789
Management	2,891	2,983	3,081
Officer/Supervisor	1,590	1,600	1,545
Clerical	1,224	961	839
<b>Amount</b>	<b>6,636</b>	<b>6,491</b>	<b>6,456</b>

**BTPN Syariah**

Board of Management	3	3	3
Top Management	12	14	13

	As of December 31		As of June 30
	2023	2024	2025
Senior Management	169	166	162
Management	556	585	628
Officer/Supervisor	1,266	1,252	1,300
Clerical	12,291	12,392	12,559
<b>Amount</b>	<b>14,297</b>	<b>14,412</b>	<b>14,665</b>

#### OTO

Board of Management	2	3	2
Top Management	2	2	2
Senior Management	31	27	27
Management	111	106	116
Officer/Supervisor	598	691	728
Clerical	1,120	1,278	1,309
<b>Amount</b>	<b>1,864</b>	<b>2,107</b>	<b>2,184</b>

#### SOF

Board of Management	1	0	0
Top Management	2	2	3
Senior Management	29	33	36
Management	188	202	208
Officer/Supervisor	1,303	1,565	1,698



Clerical	3,827	4,572	4,779
<b>Amount</b>	<b>5,350</b>	<b>6,374</b>	<b>6,724</b>
<b>Total Amount</b>	<b>28,147</b>	<b>29,384</b>	<b>30,029</b>

**Table of composition of permanent employees based on formal education status**

	As of December 31		As of June 30
	2023	2024	2025
<b>Company</b>			
S2-S3/Master	325	760	377
S1/ Bachelor	5,467	5,379	5351
≤D1-D3/ Academy	844	352	728
<b>Amount</b>	<b>6,636</b>	<b>6,491</b>	<b>6,456</b>

**BTPN Syariah**

S2-S3/Master	79	80	80
S1/ Bachelor	5,892	5,780	5,963
≤D1-D3/ Academy	8,326	8,552	8,622
<b>Amount</b>	<b>14,297</b>	<b>14,412</b>	<b>14,665</b>

**OTO**

S2-S3/Master	11	11	10
S1/ Bachelor	1,248	1,365	1,416

	As of December 31		As of June 30
	2023	2024	2025
≤D1-D3/ Academy	605	731	758
<b>Amount</b>	<b>1,864</b>	<b>2,107</b>	<b>2,184</b>

**SOF**

S2-S3/Master	8	7	7
S1/ Bachelor	2,856	3,294	3,540
≤D1-D3/ Academy	2,486	3,073	3,177
<b>Amount</b>	<b>5,350</b>	<b>6,374</b>	<b>6,724</b>
<b>Total Amount</b>	<b>28,147</b>	<b>29,384</b>	<b>30,029</b>

**Table of composition of permanent employees based on age group**

	As of December 31		As of June 30
	2023	2024	2025
<b>Company</b>			
≥ 60 years old	1	2	1
55-59 years old	19	23	30
50-54 years old	417	417	410
45-49 years old	601	672	710
40-44 years old	1,272	1,339	1409
35-39 years old	1,655	1,571	1541

	As of		As of
	December 31		June 30
	2023	2024	2025
30-34 years old	1,443	1,325	1288
25-29 years old	1,000	907	866
<25 years	228	235	201
<b>Amount</b>	<b>6,636</b>	<b>6,491</b>	<b>6,456</b>

#### BTPN Syariah

≥ 60 years old	1	0	0
55-59 years old	11	9	6
50-54 years old	68	92	89
45-49 years old	112	125	124
40-44 years old	223	285	320
35-39 years old	651	843	924
30-34 years old	1,708	2,037	2,136
25-29 years old	4,455	4,385	4,465
<25 years	7,068	6,636	6,601
<b>Amount</b>	<b>14,297</b>	<b>14,412</b>	<b>14,665</b>

#### OTO

≥ 60 years old	1	0	1
55-59 years old	5	5	4
50-54 years old	28	30	34

	<b>As of</b>		<b>As of</b>
	<b>December 31</b>		<b>June 30</b>
	<b>2023</b>	<b>2024</b>	<b>2025</b>
45-49 years old	124	135	157
40-44 years old	205	208	188
35-39 years old	226	218	224
30-34 years old	383	456	503
25-29 years old	682	778	797
<25 years	210	277	276
<b>Amount</b>	<b>1,864</b>	<b>2,107</b>	<b>2,184</b>
<b>SOF</b>			
≥ 60 years old	0	0	0
55-59 years old	0	0	0
50-54 years old	29	32	34
45-49 years old	178	241	290
40-44 years old	595	614	593
35-39 years old	608	567	582
30-34 years old	870	1,068	1,165
25-29 years old	2,011	2,520	2,716
<25 years	1,059	1,332	1,344
<b>Amount</b>	<b>5,350</b>	<b>6,374</b>	<b>6,724</b>
<b>Total Amount</b>	<b>28,147</b>	<b>29,384</b>	<b>30,029</b>

**Table of composition of permanent employees based on their functions**

	As of		As of
	December 31		June 30
	2023	2024	2025
<b>Company</b>			
Alignment & Synergy			
Planning		8	-
Business Banking	559	511	534
Corporate Banking -			
Japanese	115	162	10
Credit Risk	74	-	168
Digital Banking	461	458	-
Executive Secretary to			
Retail Banking Director	1	-	462
Human Resources	107	136	-
Internal Audit	59	63	138
Kepatuhan & Legal	119	117	68
Keuangan & Perencanaan	88	85	123
Manajemen Risiko	56	97	83
Micro Business	-	-	101
Network & Distribution		-	1539
Operations	2,367	-	-
Operation & Technology		948	927

	As of		As of
	December 31		June 30
	2023	2024	2025
Retail Banking Analytics, Planning & Process Excellence	38	-	-
Retail Banking Risk	632	769	819
Retail Banking Strategy & Planning		43	45
Retail Lending Business	935	895	877
Secretary To Deputy President Director	1	-	-
Sustainable Business Strategy		2	3
Teknologi Informasi	475	-	-
Treasury	40	42	42
Wealth Management Business	331	1,970	329
Wholesale Banking	178	185	188
<b>Amount</b>	<b>6,636</b>	<b>6,491</b>	<b>6,456</b>

#### **BTPN Syariah**

Compliance & Risk	67	62	67
Finance & Operations	-	0	0

	As of		As of
	December 31		June 30
	2023	2024	2025
Finance, Treasury &			
Operations	540	522	516
Financing Business	13,206	0	0
Business 1	-	9,903	10,157
Business 2	-	3,679	3,685
Funding & Fee Based			
Business	-	0	0
Funding & New Business	227	0	0
Human Capital, Internal			
Audit & Information			
Technology	257	246	240
<b>Amount</b>	<b>14,297</b>	<b>14,412</b>	<b>14,665</b>

#### OTO

Accounting	28	28	27
Administration	277	286	281
Application & Credit	46	46	46
Car Finance Business Unit	1,292	1,527	1,609
Corporate Secretary	13	15	15
Finance	29	28	30
HR	42	35	35

ICU & Audit	83	83	84
IT	50	56	54
Risk Management	4	3	3
<b>Amount</b>	<b>1,864</b>	<b>2,107</b>	<b>2,184</b>

#### **SOF**

Accounting	52	52	52
Administration	854	934	1006
Application & Credit	57	67	64
Corporate Secretary	14	14	14
Finance	29	29	29
HR	55	55	70
ICU & Audit	119	116	119
IT	50	58	59
Motorcycle Finance Business			
Unit	4,117	5,045	5,306
Risk Management	3	4	5
<b>Amount</b>	<b>5,350</b>	<b>6,374</b>	<b>6,724</b>
<b>Total Amount</b>	<b>28,147</b>	<b>29,384</b>	<b>30,029</b>

**Table of composition of permanent employees based on location  
geographical**



	<b>As of</b>		<b>As of</b>
	<b>December 31</b>		<b>June 30</b>
	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Company</b>			
Jakarta (Head Office)	2,690	2773	2796
Sumatera and Surrounding			
Area	805	736	717
Jakarta (Non Head Office)	411	500	503
Java and Bali	2,002	1792	1771
Kalimantan	194	182	181
Sulawesi	360	359	348
Eastern Indonesia	174	149	140
<b>Amount</b>	<b>6,636</b>	<b>6,491</b>	<b>6,456</b>
<b>BTPN Syariah</b>			
Jakarta	644	635	631
Sumatera and Surrounding			
Area	3,582	3,625	3,605
Jakarta	116	134	136
Java and Bali	8,442	8,410	8,667
Kalimantan	489	513	523
Sulawesi	511	541	590
Eastern Indonesia	513	554	513
<b>Amount</b>	<b>14,297</b>	<b>14,412</b>	<b>14,665</b>

**OTO**

Jakarta	411	427	431
Sumatera and Surrounding			
Area	288	341	355
Jakarta	113	128	130
Java and Bali	772	845	888
Kalimantan	154	209	214
Sulawesi	96	124	132
Eastern Indonesia	30	33	34
<b>Amount</b>	<b>1864</b>	<b>2107</b>	<b>2184</b>

**SOF**

Jakarta	565	624	639
Sumatera and Surrounding			
Area	985	1216	1285
Jakarta	175	182	190
Java and Bali	2,830	3,307	3,452
Kalimantan	418	542	584
Sulawesi	293	394	438
Eastern Indonesia	84	109	136
<b>Amount</b>	<b>5,350</b>	<b>6,374</b>	<b>6,724</b>
<b>Total Amount</b>	<b>28,147</b>	<b>29,384</b>	<b>30,029</b>

## Foreign workers

As of the date of this Additional Information, the Company employs 18 foreign workers with the following details:

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Notification Letter/ Confirmation	Position
1.	Akihiro Nishimura	Japan	C182C4 2JE044 754-B	19 Jun 26	52290202	Executive Officer IT Corporate Banking Enablement Head
2.	Akira Kuwata	Japan	2C2C2C 42JD00 4708-B	27 Feb 26	51993331	Executive Officer IT Governance Management Head

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Notification Letter/ Confirmation	Position
3.	Atsushi Hino	Japan	2C2C2C 22JE03 0234-B	15 May 26	52057761	Director Corporate Banking
4.	Chow Ying Hoong	Japan	E25A2C 1200JE 250535 709	17 Mar 26	51959334	President Commissioner
5.	Emiri Nezu	Japan	2C2C2C 22JE02 8611-B	19 May 26	52038648	Executive Officer AML Group Governance Head
6.	Hideaki Asatsu	Japan	2C2C2C 42JD00 9797-B	23 Apr 26	52068374	Executive Officer Corporate Banking 5 Head

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Notification Letter/ Confirmation	Position
7.	Jun Saito	Japan	C182C4 2JD012 829-B	21 May 26	52180206	Deputy President Director
8.	Keisuke Heima	Japan	2C2C2C 22JE04 0865-B	12 Jun 26	52193036	Executive Officer Risk Management Planning Head
9.	Kenji Okada	Japan	2C2C2C 41JD01 2224-B	12 Nov 25	52136258	Executive Officer Chief Strategy Officer (CSO) Office Head

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Notification Letter/ Confirmation	Position
10.	Kohei Suwa	Japan	B12C42 JE0452 87-B	20 Jun 26	52290267	Executive Officer Corporate Banking 2 Head
11.	Kosuke Shimada	Japan	2C2C2C 22JD00 9111-A	3 Des 25	52044284	Executive Officer Digital Alignment & Synergy Head
12.	Naoki Takeshita	Japan	E25E2C 12JD01 0481-A	11 Oct 25	52044145	Executive Officer Corporate Banking 4 Head

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Notification Letter/ Confirmation	Position
13.	So Hirahara	Japan	2C2C22 JD0105 13-A	15 Oct 25	52044189	Executive Officer Treasury ALM & Planning Head
14.	Takeshi Kimoto	Japan	E25A2C 1200JE 250965 038	17 Feb 26	51959332	Commissioner
15.	Takeshi Nishimura	Japan	2C2C22 JD0105 19-A	15 Oct 25	52044213	Executive Officer Business Banking Cross Collaboration Head

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Notification Letter/ Confirmation	Position
16.	Tasuku Tanaka	Japan	2C2C2C 22JD00 9856-B	25 Apr 26	52038649	Executive Officer Credit Risk Head
17.	Yuki Katsuhara	Japan	E25E2C 22JE05 7242-B	25 Aug 26	52374516	Executive Officer Sustainable Business Strategy
18.	Yuki Terayama	Japan	B12C42 JE0376 03-B	27 May 26	52180227	Director Treasury

On the date of the issuance of the Additional Information, the Company has not selected any employees whose absence would disrupt the continuity of its operational/business activities.



## **6. Significant Agreements**

There are no specific conditions (negative covenants) that could materially hinder and/or limit the Company's plan to conduct a public offering of Bank SMBC Indonesia's Continuous Bonds V Phase III Year 2025. From the date of issuance of Additional Information on Bank SMBC Indonesia's Continuous Bonds V Phase II Year 2024 until the date of issuance of this Additional Information, the Company is a party to the following credit/material agreements:

### **a. Loan Agreement with International Finance Corporation ("IFC")**

- 1) Loan Agreement dated December 3, 2019, between the Company and IFC, as amended by Amendment No. 1 dated February 2, 2021, and Amendment No. 2 dated February 22, 2022 (the **"IFC Loan Agreement"**).

Pursuant to the IFC Loan Agreement, IFC agrees to provide a loan to the Company up to an amount equivalent in Rupiah to USD 150,000,000 (one hundred and fifty million United States Dollars). The purpose of the loan under the IFC Loan Agreement is to provide a credit line to fund (i) Loans for women-owned Micro, Small, and Medium

Enterprises (MSMEs), (ii) Green Loans, and (iii) SCF Loans. Repayments are made upon the expiration of each disbursement term selected by the Company, which is the fifth year from the date of each disbursement. The Company cannot withdraw any amount of this loan facility once it has been repaid or settled.

2) Green and Social Bond Subscription Agreement dated June 20, 2023 ("**IFC Bonds**")

Under the IFC Bonds Agreement, IFC has agreed to provide a loan to the Company up to a maximum of USD 500,000,000 (five hundred million United States Dollars), divided into three categories: green bonds of USD 200,000,000 (two hundred million United States Dollars), social bonds of USD 200,000,000 (two hundred million United States Dollars), and other bonds of USD 100,000,000 (one hundred million United States Dollars). The purpose of the loan under the IFC Bonds Agreement is to provide credit financing and refinancing by the Company in accordance with the terms of the agreement and to finance MSMEs predominantly owned by women. Repayments are due on the fifth anniversary of each disbursement date. The

Company cannot withdraw any amount of this loan facility once it has been repaid or settled.

**b. Loan Agreement with PT Bank Central Asia Tbk ("BCA")**

The Company has entered into several loan agreements with BCA as follows:

- 1) Deed of Credit Agreement No. 6 dated June 10, 2015, concerning the Term Loan between the Company and BCA, drawn up before Veronica Sandra Irawaty Purnadi, as last amended by the Eighth Amendment to the Credit Agreement No. 401/Add-KCK/2024 dated November 21, 2024 ("**BCA TL4**").

Based on BCA TL4, BCA agreed to provide a credit facility to the Company in the form of a revolving time loan with a principal amount not exceeding IDR 1,000,000,000,000 (one trillion Rupiah). The purpose of the loan under the BCA agreement in June 2015 is for the Company's working capital needs. The Company is required to pay interest at the closing interest rate on the Jakarta interbank money market as published by Reuters, plus a margin of 0.4%. Repayment is due upon the expiration of the term selected by the Company for requesting a drawdown,

provided that the repayment due date does not exceed May 24, 2026. The Company may redraw this revolving loan facility for any amount that has been repaid or settled.

- 2) Deed of Credit Agreement No. 4 dated May 4, 2018, between the Company and BCA, drawn up before Veronica Sandra Irawaty Purnadi, as last amended by the Fifth Amendment to Credit Agreement No. 386/Add-KCK/2024 dated November 4, 2024 ("**BCA TL2**")

Based on BCA TL2, BCA agreed to provide a credit facility to the Company in the form of a revolving time loan with a principal amount not exceeding IDR 2,500,000,000,000 (two trillion five hundred billion Rupiah). The purpose of the loan under the BCA agreement in May 2018 is for the Company's working capital needs. The Company is required to pay interest at the closing interest rate in the Jakarta interbank money market as published by Reuters plus a margin of 0.4%. Repayment will be made on the payment due date as stated in the credit facility withdrawal request letter, provided that the payment due date does not exceed May 4, 2026. The Company may make further credit facility withdrawals only upon written

approval from BCA and in accordance with the terms and conditions stipulated by BCA.

**c. Loan Agreement with SMBC Singapore**

The Company has entered into several loan agreements with SMBC Singapore, as follows:

- 1) Amendment Agreement dated November 30, 2023.

Pursuant to the Loan Agreement dated November 30, 2023, SMBC Singapore agreed to provide a credit facility to the Company with a maximum aggregate principal amount of USD 1,100,000,000 (one billion one hundred million United States Dollars) or an equivalent amount. The amount of loan interest is the sum of (i) margins calculated (for USD denomination): (a) 0.5% per annum for loans less than or equal to 18 months, (b) 0.66% per annum for loans more than 18 months but less than or equal to 2 years, (b) 0.75% for loans more than 2 years but less than or equal to 3 years, (c) 0.875% per annum for loans more than 3 years but less than or equal to 4 years, (d) 1% for loans more than 4 years but less than or equal to 5 years, (e) 1.125% per annum for loans more

than 5 years but less than or equal to 6 years, (d) 1.32% per annum for loans more than 6 years but less than or equal to 7 years, plus (ii) cost of funds determined by SMBC Singapore. Repayment will be made upon the expiry of the term selected by the Company in each notice of borrowing or upon the termination date, whichever occurs first, on November 29, 2030. The Company may withdraw any amount repaid or settled under this loan facility on or before the availability period.

- 2) Loan Agreement F418736/USD525/T2025-2032/M-V-2025 dated May 8, 2025.

Based on Loan Agreement No. F418736/USD525/T2025-2032/M-V-2025 dated May 8, 2025, SMBC Singapore agreed to provide credit facilities to the Company with a maximum aggregate principal amount of USD525,000,000 (five hundred twenty five million United States Dollars) or an equivalent amount. The amount of loan interest is the sum of (i) margins calculated (for USD denomination): (a) 0.5% per annum for loans less than or equal to 18 months, (b) 0.66% per annum for loans more than 18 months but less than or equal to 2 years, (b) 0.75% for loans more than 2 years but less than or equal to 3 years, (c)

0.875% per annum for loans more than 3 years but less than or equal to 4 years, (d) 1% for loans more than 4 years but less than or equal to 5 years, (e) 1.125% per annum for loans more than 5 years but less than or equal to 6 years, (d) 1.32% per annum for loans more than 6 years but less than or equal to 7 years, plus (ii) cost of funds determined by SMBC Singapore. Repayment will be made upon the expiry of the term selected by the Company in each notice of borrowing or upon the termination date, whichever occurs first, on May 8, 2032. The Company may redraw this loan facility for any amount repaid or settled on or before the availability period.

- 3) Loan Agreement dated October 22, 2020, between Sumitomo Mitsui Banking Corporation, Singapore Branch, and the Company, as amended several times, most recently on November 29, 2023 (the "USD800,000,000 Loan Agreement").

Pursuant to the USD800,000,000 Loan Agreement, SMBC Singapore agrees to provide credit facilities to the Company with a maximum aggregate principal amount of USD800,000,000 (eight hundred million United States Dollars) or an equivalent amount. The loan interest amount is the sum of (i) margins calculated (for USD

denomination): (a) 0.5% per annum for loans less than or equal to 18 months, (b) 0.66% per annum for loans more than 18 months but less than or equal to 2 years, (c) 0.75% for loans more than 2 years but less than or equal to 3 years, (d) 0.875% per annum for loans more than 3 years but less than or equal to 4 years, (e) 1% for loans more than 4 years but less than or equal to 5 years, (f) 1.125% per annum for loans more than 5 years but less than or equal to 6 years, and (g) 1.32% for loans more than 6 years but less than or equal to 7 years, plus (ii) the cost of funds determined by SMBC Singapore. Repayment will be made upon the expiry of the term selected by the Company in each notice of borrowing or upon the termination date, whichever occurs first, on October 22, 2027. The Company may redraw this loan facility for the amount repaid or settled on or before the availability period.

- 4) Loan Agreement dated March 15, 2022, between Sumitomo Mitsui Banking Corporation, Singapore Branch, and the Company, as amended several times, most recently by Supplemental Agreement No. F418739/USD400/T2022-2029/S-II-2025 dated March 11, 2025 (the "USD400,000,000 Loan Agreement").



Pursuant to the USD400,000,000 Loan Agreement, SMBC Singapore agrees to provide a loan facility to the Company with a maximum aggregate principal amount of USD400,000,000 (four hundred million United States Dollars) or its equivalent. The amount of loan interest is the sum of (i) margins calculated (for USD denomination): (a) 0.5% per year for loans less than or equal to 2 (two) years, (b) 0.625% per year for loans more than 18 (eighteen) months but less than or equal to 2 (two) years or less than or equal to 3 (three) years, (c) 0.75% for loans more than 3 (three) years but less than or equal to 4 (four) years, (d) 0.875% per year for loans more than 4 (four) years but less than or equal to 5 (five) years, (e) 1% for loans more than 5 (five) years but less than or equal to 6 (six) years, (f) 1.125% per year for loans more than 6 (six) years but less than or equal to 7 (seven) years, plus (ii) the cost of funds determined by SMBC Singapore. Repayment will be made upon the expiry of the term selected by the Company in each notice of borrowing or upon the termination date, which is March 15, 2029, whichever occurs first. The Company may redraw this loan facility

for any amount repaid or settled on or before the availability period.

- 5) Loan Agreement dated March 15, 2022, between Sumitomo Mitsui Banking Corporation, Singapore Branch, and the Company, as last amended by Supplemental Agreement No. F418739/USD500/T2022-2027/S-11-2025 dated March 11, 2025 (the "USD500,000,000 Loan Agreement").

Pursuant to the USD500,000,000 Loan Agreement, SMBC Singapore agrees to provide a loan facility to the Company with a maximum aggregate principal amount of USD500,000,000 (five hundred million United States Dollars) or its equivalent. The amount of loan interest is the sum of (i) margin with the calculation (for USD denomination): (a) 0.5% per annum for loans less than or equal to 2 (two) years, (b) 0.625% per annum for loans more than 18 (eighteen) months but less than or equal to 2 (two) years or less than or equal to 3 (three) years, (c) 0.75% for loans more than 3 (three) years but less than or equal to 4 (four) years, (d) 0.875% per annum for loans more than 4 (four) years but less than or equal to 5 (five) years, plus (ii) cost of fund determined by SMBC Singapore. Repayment is made at the

end of the term selected by the Company in each notice of borrowing or at the termination date, namely March 15, 2027, whichever occurs first. The Company may withdraw this loan facility for the amount that has been repaid or settled on or before the availability period.

- 6) Loan Agreement No. F418739/USD300/T2025-2031/M-V/2025 dated May 8, 2025.

Based on Loan Agreement No. F418739/USD300/T2025-2031/M-V/2025 dated May 8, 2025, SMBC Singapore agreed to provide a credit facility to the Company with a maximum aggregate principal amount of USD300,000,000 (three hundred million United States Dollars) or an equivalent amount. The amount of loan interest is the sum of (i) margins calculated (for USD denomination): (a) 0.5% per annum for loans less than or equal to 18 months, (b) 0.66% per annum for loans more than 18 months but less than or equal to 2 years, (b) 0.75% for loans more than 2 years but less than or equal to 3 years, (c) 0.875% per annum for loans more than 3 years but less than or equal to 4 years, (d) 1% for loans more than 4 years but less than or equal to 5 years, (e) 1.125% per annum for loans more than 5 years but less than or equal to 6

years, plus (ii) cost of funds determined by SMBC Singapore. Repayment will be made upon the expiry of the term selected by the Company in each notice of borrowing or upon the termination date, whichever occurs first, on February 28, 2031. The Company may redraw this loan facility for any amount repaid or settled on or before the availability period.

**d. Trusteeship Agreement with PT Bank Mega Tbk ("Bank Mega")**

- 1) Deed of Trusteeship Agreement for Bank BTPN's Shelf-Registered Bonds V Phase I Year 2024 Number 5 dated April 2, 2024, as amended by Deed of Amendment I (First) to the Trusteeship Agreement for Bank BTPN's Shelf-Registered Bonds V Phase I Year 2024 Number 8 dated May 7, 2024, Deed of Amendment II (Second) to the Trusteeship Agreement for Bank BTPN's Shelf-Registered Bonds V Phase I Year 2024 Number 3 dated June 3, 2024, and Deed of Amendment III (Third) to the Trusteeship Agreement for Bank BTPN's Shelf-Registered Bonds V Phase I Year 2024 Number 61 dated June 24, 2024, all of which were drawn up before Ashoya Ratam, S.H., M.Kn., Notary in South Jakarta ("**PWA PUB V Phase I**").

This PWA PUB V Phase I relates to the Shelf-Registered Public Offering Bank BTPN's Continuous Bond V Phase I Year 2024 with a principal amount of IDR 355,060,000,000 (three hundred fifty-five billion sixty million Rupiah), with the following details:

- i. Series A Bonds amounting to IDR 114,755,000,000 (one hundred fourteen billion seven hundred fifty-five million Rupiah) with a fixed interest rate of 7.00% (seven point zero zero percent) and a term of 3 (three) years from July 5, 2024;
- ii. The Series B Bonds amount to IDR 240,305,000,000 (two hundred forty billion three hundred and five million Rupiah) with a fixed interest rate of 7.10% (seven point one zero percent) and a term of 5 (five) years from July 5, 2024.

The duties, obligations, and responsibilities of the trustee shall end upon (i) the bonds have been fully repaid, including the principal, interest, and penalties (if any), and the trustee has received a report on the Company's fulfillment of obligations from the paying agent; (ii) a specific date agreed upon in the Bank Mega Trustee Agreement after the maturity date of the

principal bonds; or (iii) upon the appointment of a new trustee

- 2) Deed of Trustee Agreement for Bank SMBC Indonesia's Shelf-Registered Bonds V Phase II Year 2024 Number 50 dated November 29, 2024, drawn up before Ashoya Ratam, S.H., M.Kn., Notary in the Administrative City of South Jakarta ("**PWA PUB V Phase II**").

This PWA PUB V Phase II relates to the Public Offering of Bank SMBC Indonesia's Shelf-Registered Bonds V Phase II Year 2024 with a principal amount of IDR 1,396,415,000,000 (one trillion three hundred ninety-six million four hundred and fifteen million Rupiah), with the following details:

1. The Series A Bonds amount to IDR 429,910,000,000 (four hundred twenty-nine billion nine hundred and ten million Rupiah) with a fixed interest rate of 6.70% (six point seven zero percent) and a term of 3 (three) years from December 17, 2024. 2024;
2. The Series B Bonds amount to IDR 966,505,000,000 (nine hundred sixty-six billion five hundred and five million Rupiah) with a fixed interest rate of

6.95% (six point ninety-five percent) and a term of 5 (five) years from December 17, 2024.

The duties, obligations, and responsibilities of the trustee shall end when (i) the bonds have been fully repaid, including the principal and interest, including penalties (if any), and the trustee has received a report on the Company's fulfillment of its obligations from the paying agent; (ii) a specific date agreed upon in the Bank Mega Trustee Agreement after the principal maturity date of the bonds; or (iii) upon the appointment of a new trustee.

**e. Cooperation Agreement with PT Pos Indonesia ("PT Pos")**

The Company has entered into cooperation agreements with PT Pos several times, as follows:

1. Cooperation Agreement on References for Credit Financing No. PKS.165/DIR-4/0822 and No. PKS.023/DIR/RLBP/VIII/2022, as amended by the First Addendum to Cooperation Agreement No. PKS.226/DIR-4/0824 and No. PKS.073/DIR/RLBP/VIII/2024 dated August 2, 2024.

This cooperation agreement is made in connection with cooperation on credit financing references for retirees whose pensions are paid by or through PT Pos, retired State Civil Apparatus, retired Civil Servants, retirees of PT Pos, retirees of the Indonesian National Armed Forces, and retirees of the Indonesian National Police. The cooperation agreement is valid until July 25, 2026.

2. Cooperation Agreement concerning Pension Deductions for the Pension Credit Budget and Data Maintenance (Flagging) for Civil Servants/State Civil Apparatus/Pensioners of PT Pos/TNI/POLRI and Pensioners Obtaining Credit through PT BANK BTPN Tbk. No. PKS.155/DIR-4/0822 and No. PKS.018/DIR/RLBP/VII/2022 dated August 12, 2022, as amended by the First Addendum to Cooperation Agreement No. PKS.152/DIR-4/0624 and No. PKS.061/RLBP/VI/2024 dated June 3, 2024.

This cooperation agreement is made in connection with a collaboration to deduct pension payments paid at the PT Pos network of offices to pay installments on credit facilities disbursed by the Company. PT Pos will represent the Company in submitting a request for flagging of the Company's debtor data to PT Taspen



(Persero) and PT Asabri (Persero). The cooperation agreement is valid until July 25, 2026.

**f. Cooperation Agreement with PT Taspen (Persero) ("Taspen")**

This cooperation agreement was made in connection with the appointment of the Company's payment office by Taspen as an extension of Taspen in serving participants (including ASN, state officials, DPRD members and non-PNS employees) and pension recipients (including recipients of central PNS pensions, regional PNS, state officials, judges, former PNS pensions from pawnshops, as well as recipients of veteran allowances, veteran honor funds, PKRI and KNIP paid by Taspen). The cooperation is set out in the Cooperation Agreement on Payment of Old Age Savings, Pensions, Work Accident Insurance and Death Insurance Through Bank Accounts No. JAN-412/DIR/2022 and No. PKS.003/DIR/RLBSRM/III/2022 dated March 31, 2022 as last amended by the Cooperation Agreement on Payment of Old Age Savings, Pensions, Work Accident Insurance and Death Insurance through Bank Accounts No. JAN-97/DIR/2024 and No. PKS.047/DIR/RLBP/IV/2024 dated May 6, 2024. The cooperation agreement is valid from March 31, 2022 to March 30, 2026.

**g. Bancassurance Agreement for Reference Activities with PT Avrism Assurance ("Avrism")**

The Company entered into a cooperation agreement to reference the Avrism Pension Credit Life Insurance product with Avrism through a Bancassurance Cooperation Agreement for Reference Activities in the context of Bank Products No. BTPN: PKS.017/RLBPM/III/2023, dated February 1, 2023 as supplemented by the Insurance Product Cooperation Agreement in the Framework of Bank Products Avrism Pension Credit Life Insurance Product No. BTPN: PKS.018/RLBPM/III/2023, dated February 1, 2023. The cooperation agreement is valid for five years from February 1, 2023.

**h. Cooperation Agreement with Avrism**

This cooperation agreement was made in connection with the appointment of Avrism as a provider of life insurance products to prevent the risk of uncollectible loans provided by the Company, as stated in Cooperation Agreement No. 19/BANCA/PKS/VII/2011 dated June 23, 2011. The cooperation agreement is valid for 1 (one) year from June 23, 2011 and is automatically renewed for subsequent periods of 1 (one) year each or as mutually agreed by the parties.

**i. Reference Activity Bancassurance Agreement with PT Asuransi Jiwa Generali Indonesia ("Generali")**

The Company entered into a cooperation agreement where the Company can expand its services by providing information related to certain insurance products from Generali and can facilitate the Company's customers to obtain certain insurance products provided by Generali Insurance. The cooperation is set out in the Bancassurance Agreement for Reference Activities No. PKS/077/DIR/PBCD/X/2015, dated October 9, 2015, as last amended by the First Addendum to the Bancassurance Agreement for Reference Activities in the Framework of Bank Products No. BTPN: 028/PBBD/VII/2018, dated March 25, 2019 as supplemented by the Reference Product Agreement for Life Insurance Products for Employee Credit No. PKS.077/DIR/PBCD/X/2015 dated October 9, 2015 as last amended by the First Addendum to the Reference Product Agreement for Life Insurance Products for Employee Credit No. BTPN: 029/PBBD/VII/2018, dated March 25, 2019. The cooperation agreement is valid for 5 (five) years from October 9, 2015 and is automatically extended for the next 5 (five) years.

**j. Cooperation Agreement with Generali**

This cooperation agreement was made in connection with the appointment of Generali as a provider of life insurance products to prevent the risk of uncollectible loans provided by the Company, as stated in Cooperation Agreement No. 004/VI/LGL/2011 dated June 22, 2011. The cooperation agreement is valid for 1 (one) year from June 22, 2011 and is automatically renewed for subsequent periods of 1 (one) year each or as mutually agreed by the parties.

**k. Reference Activity Bancassurance Agreement with PT Asuransi Allianz Life Indonesia ("Allianz")**

The Company entered into a cooperation agreement where the Company can expand its services by providing information related to certain insurance products from Allianz and can facilitate the Company's customers to obtain certain insurance products provided by Allianz. The cooperation is set out in the Bancassurance Agreement for Reference Activities No. PKS.074/DIR/PBPM/III/2013, dated April 1, 2013 as last amended by the First Addendum to the Bancassurance Agreement for Reference Activities No. BTPN: PKS.008/DIR/RLBPM/V/2022 and supplemented by the Reference

Product Agreement for Group Credit Life Insurance Products "Smartprotection BTPN Purnabakti" No. BPTN: PKS.020/RLBPM/V/2022 which was last signed on June 15, 2022. The cooperation agreement is valid for 5 (five) years from February 1, 2013 and is automatically extended for the next 5 (five) years.

**1. Cooperation Agreement with Allianz**

This cooperation agreement was made in connection with the appointment of Allianz as a provider of life insurance products to prevent the risk of uncollectible loans provided by the Company to its customers, as stated in Cooperation Agreement No. 276/LGL/AG/ALLIANZ/XI/2008, dated 26 November 2008. The cooperation agreement is valid for 5 (five) years from 26 November 2008 and is automatically renewed for subsequent periods of 5 (five) years each, or as mutually agreed by the parties.

**m. Joint Financing Facility Cooperation Agreement with PT KB Finansia Multi Finance**

This cooperation agreement is made in connection with a joint financing facility for multipurpose goods and/or

vehicles for consumptive and productive purposes to end users, as stated in the Joint Financing Facility Cooperation Agreement No: PKS-JF.024/BSBSC/X/2022 dated October 28, 2022 ("Joint Financing Agreement"). Based on the Joint Financing Agreement, the Company will provide a joint financing facility with a total financing portion not exceeding Rp300,000,000,000. This joint financing facility agreement is valid for 3 (three) years from October 28, 2022 to October 28, 2025.

**n. Joint Financing Facility Cooperation Agreement with PT Home Credit Indonesia ("Home Credit")**

This cooperation agreement is made in connection with the cooperation between the Company and Home Credit in the form of joint financing for durable consumer goods and services that meet the requirements, as stated in (i) Joint Financing Facility Cooperation Agreement No: PKS.087/DIR/TFI/VI/2014 dated June 23, 2014 as last amended by the Ninth Addendum to the Joint Financing Facility Cooperation Agreement No. PKS.009/BSBC/II/2020, dated February 24, 2020, which is valid for 6 (three) years from June 23, 2014 and is automatically extended for the next 3 (three) years, and (ii) Joint Financing Facility Cooperation Agreement No.

PKS.015/RLBJF/III/2023, dated March 8, 2023, which is valid for 3 (three) years from March 8, 2023 and is automatically extended for the next 3 (three) years.

**o. Master Cooperation Agreement for Utilization of Virtual Account Services with SOF**

This cooperation agreement is made in connection with the utilization of banking services in the form of a virtual account owned by the Company as a payment and SOF transaction system, as stated in the Master Cooperation Agreement for the Utilization of Virtual Account Services No. 0001/DBBP-PKS/LAN/JAN/22, dated January 7, 2022. This cooperation agreement is valid from January 7, 2022 and continues to be valid until terminated by one or both parties.

**p. Master Cooperation Agreement for Utilization of Virtual Account Services with OTO**

This cooperation agreement is made in connection with the utilization of banking services in the form of a virtual account owned by the Company as an OTO payment and transaction system, as stated in the Master Cooperation Agreement for the Utilization of Virtual Account Services

No. 0142/DBP-PKS-RPW/DEC/21, dated January 7, 2022. This cooperation agreement is valid from January 7, 2022 and continues to be valid until terminated by one or both parties.

**q. Derivative Agreement on Cooperation for Accepting Consumer Bill Payments Through the Jenius Channel**

This cooperation agreement is made in connection with the cooperation in receiving payments for bills by OTO consumers through the Company's Jenius application, as stated in the Derivative Agreement for Cooperation in Receiving Consumer Bill Payments Through the Jenius Channel No. 0143/DBP-PKS/RPW/DEC/21 dated January 7, 2022. This cooperation agreement is valid from January 7, 2022 and continues to be valid until terminated by the parties.

**7. Legal Cases Faced by the Company and the Board of Directors and Board of Commissioners of the Company and Subsidiaries**

Since the date of issuance of the Additional Information regarding the Bank SMBC Indonesia Shelf-Registered Bonds V Phase II Year 2024 until the date of issuance of this Additional Information, the Company or its Subsidiaries, as well as the respective members of the Board of Directors and Board of



Commissioners of the Company or its Subsidiaries, as stated in the Statement Letters dated July 14, 2025, July 15, 2025, July 16, 2025, July 21, 2025, July 23, 2025, and August 5, 2025, respectively, are not parties to any legal cases, and there have been no notices, threats, or summonses involving or submitted to the Company or its Subsidiaries that have the potential to become legal cases, which are material in nature and could negatively and materially impact the Company's or its Subsidiaries' operational activities, business activities, and revenues, whether in civil or criminal cases and/or disputes/claims in courts and/or arbitration bodies in the Republic of Indonesia, or in administrative disputes with government agencies, or disputes related to these matters. labor or filed for bankruptcy by a third party, or never declared bankrupt, and is not currently involved in a case of Suspension of Debt Payment Obligations (PKPU), monopolistic practices and/or Unfair Business Competition as regulated in Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition as amended by the Job Creation Law.

## **B. BUSINESS ACTIVITIES AND BUSINESS TRENDS AND PROSPECTS**

### **1. Business Activities**

The Company (PT Bank SMBC Indonesia Tbk (SMBC Indonesia)—formerly PT Bank BTPN Tbk (Bank BTPN)—is a foreign exchange bank resulting from the merger of PT Bank Tabungan Pensiunan Nasional Tbk (BTPN) with PT Bank Sumitomo Mitsui Indonesia in February 2019. Carrying the spirit of “Together More Meaningful”, SMBC Indonesia is here to create more meaningful growth for the community through a variety of innovative and comprehensive financial solutions that are centered on the needs of customers in various segments. SMBC Indonesia provides products and services such as green financing, products and services for pensioners, for micro, small, and medium enterprise customers, for customers of large national, multinational, and Japanese companies, wealth management services through Sinaya, and digital banking services for digital savvy communities through Jenius. In addition, SMBC Indonesia also has a subsidiary, namely PT Bank BTPN Syariah Tbk, which serves customers from productive underprivileged communities, as well as financing companies PT Oto Multiartha (OTO) for four-wheeled vehicles and PT Summit Oto Finance (SOF) for two-wheeled vehicles (hereinafter PT Oto Multiartha (OTO) and PT Summit Oto Finance (SOF) (collectively referred to as the “OTO Group”). SMBC Indonesia's commitment to providing a sustainable positive impact on the wider community is also reflected in Daya, a sustainable and measurable empowerment program through regular

training aimed at developing capabilities and personal capacity for a more meaningful life. The Company is currently headquartered in Jakarta with branches in more than 200 cities throughout Indonesia.

The Company carries out its community activities through its Corporate Social Responsibility (CSR) program. The Company integrates its social programs as part of its business activities. Therefore, the motto "Together, we create opportunities for growth and a more meaningful life" is not only a social activity of the Company but an integral part of daily banking business activities, right down to the branch level.

On August 29, 2024, the Company held an Extraordinary General Meeting of Shareholders (EGMS) which officially approved the change of the Company's name from PT Bank BTPN Tbk to PT Bank SMBC Indonesia Tbk. This step marks Bank BTPN's transformation to respond to market dynamics and a growing portfolio, which is expected to... can strengthen its position in the domestic market and emphasize the Company's relevance to a broader segment through comprehensive and innovative financial services across all business lines. The brand transformation approved by the EGMS reflects stronger synergy between the Company and its parent company. Despite the brand transformation, Bank SMBCI and

its shareholders remain committed to contributing to the advancement of the Indonesian economy through various initiatives, such as developing business potential and maintaining financing for the micro, small, and medium enterprises (MSMEs) sector and a sustainable economy, enhancing digital capabilities through Jenius, and the Daya program to enhance the capabilities of customers and the wider community.

In accordance with Article 3 of the Company's Articles of Association, the Company's purpose and objective is to engage in commercial banking.

To achieve these purposes and objectives, the Company may carry out the following business activities:

1) Main Business Activities, namely:

- Collecting funds from the public in the form of deposits in the form of checking accounts, time deposits, certificates of deposit, savings, and/or other equivalent forms, both in Rupiah and foreign currencies;
- Distributing funds collected from the public in the form of credit, whether long-term, medium-term, or short-term, or loans in other forms commonly provided in the banking world, both in Rupiah and foreign currencies.

2) Supporting Business Activities, namely:

- Issuing debt acknowledgments;
- Purchasing, selling, or guaranteeing at its own risk or for the benefit of customers:
  - Bills of exchange, including bank-accepted bills of exchange with a validity period not longer than customary in the trade of such documents;
  - Bills of exchange and other commercial paper with a validity period not longer than customary in the trade of such documents;
  - State treasury bills and government guarantees;
  - Bank Indonesia Certificates (SBI);
  - Bonds;
  - Commercial papers and/or promissory notes with a term of up to 1 (one) year;
  - Other securities with a term of up to 1 (one) year.
- Transferring money, either for one's own benefit or for the benefit of a customer;
- Placing funds with, borrowing funds from, or lending funds to, another bank, whether by means of letters, telecommunications facilities, bearer drafts, checks, or other means;
- Receiving payments for bills on securities and making settlements with or between third parties;

- Providing a place to store goods and securities;
- Conducting custody activities for the benefit of another party based on a contract and/or agreement;
- Placing funds from one customer to another customer in the form of securities, whether listed or not listed on the Stock Exchange;
- Purchasing collateral through auction or other means, either in whole or in part, in the event that the debtor fails to fulfill its obligations to the Company, provided that the purchased collateral must be liquidated as soon as possible;
- Conducting factoring, credit card, and trustee activities;
- Investing in banks that conduct business based on Sharia principles, in accordance with the provisions stipulated by the competent banking authorities;
- Conducting foreign exchange activities in accordance with the provisions stipulated by the competent authorities;
- Investing in banks (including Sharia banks) or other financial companies, such as leasing, venture capital, securities companies, insurance companies, and clearing, settlement, and depository institutions, in accordance with the provisions stipulated by the competent authorities;

- Investing in temporary equity participation to address the consequences of credit failure and/or other financing failures, provided that the investment must be withdrawn in accordance with the provisions stipulated by the Financial Services Authority (OJK);
- Acting as the founder and administrator of pension funds in accordance with the provisions of laws and regulations;
- Issuing letters of credit in various forms and bank guarantees;
- Conduct other activities that are usually carried out by the Company as long as they do not conflict with statutory regulations.

The Company has 6 business units with the following explanations:

**Business Banking Segment**

Mitra Bisnis serves medium-sized businesses through supply chain financing schemes and structured financing programs. Mitra Bisnis also develops and implements a behavioral scoring model to streamline the credit extension process and support early warning mechanisms. In disbursing credit, the Company remains guided by sound credit principles and prudent lending practices. Mitra Bisnis also develops electronic channels through Digital

SMEs, which currently have digital capabilities for funding, payments, transactions, and simple cash management.

#### Business Partner Performance

As of June 2025, the Company had outstanding loans to Business Partner customers totaling IDR 13,872 billion, a 1.49% decrease compared to IDR 14,083 billion in the same period in 2024. As of June 30, 2025, the Company had over 3,300 Business Partner customers, a 6.45% increase compared to over 3,100 customers in the same period in 2024.

#### **Corporate Segment**

The corporate segment consists of the **Wholesale Banking Group and Corporate Banking Japanese** segments, serving Indonesian corporate customers in the Tier 1 and Tier 2 segments, Multinational Companies, Financial Services Institutions, and Commercial Banking. The corporate segment continues to actively participate in syndicated financing, particularly for infrastructure projects, renewable energy projects, ESG-related financing (including green financing), and supporting industries, including export-supporting industries, in line with the Government's development program.



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### Corporate Performance

As of June 2025, the Company had outstanding loans to corporate customers amounting to Rp103,307 billion or an increase of 3.79% compared to the same period in 2024 amounting to Rp99,534 billion and providing the largest contribution to the Company's total consolidated gross loans, namely 55.83%.

### **Retail Banking Segment**

- **Wealth Management Business – Sinaya**

Sinaya is the Company's retail business line, focusing on products and services for middle-to-upper-class customers.

Sinaya focuses on collecting third-party funds. As demand for alternative investment products beyond savings/deposits increases, product and service development will also focus on wealth management products.

### Sinaya Performance

As of June 30, 2025, the Company had 144,636 BTPN Sinaya customers, a 2.90% increase compared to 140,560 customers in the same period in 2024. As of June 2025, BTPN Sinaya customers (including Jenius Sinaya) had deposits totaling

Rp29,870 billion, a 16.27% increase compared to Rp25,688 billion in the same period in 2024.

- **Retail Lending**

- Pension

This business line aims to enable millions of retirees to build more meaningful lives by honoring their past contributions and helping them continue their lives in a healthy, prosperous, and meaningful way. The Company provides loan products tailored and developed to meet the needs of retiree customers, while prioritizing the safety and comfort of retiree customers in withdrawing their pension funds.

- Pre-Retirement Private Segment

Pre-Retirement products target the younger debtor age group.

- Active Employees

This product targets active employees in the civil service, state-owned enterprises, and private sector segments through employee loan products with installment payments sourced from salaries. The Company collaborates with companies that are already corporate and commercial

customers as its primary focus, in addition to other potential companies.

#### Pension, Retiree, and Active Employee Performance

As of June 30, 2025, the Company had outstanding loans to Pension, Retiree, and active employee customers totaling IDR 21,322 billion, a 3.89% decrease compared to IDR 22,185 billion in the same period in 2024. As of June 30, 2025, the Company had 409,081 Pension, Pre-Retiree, and Active Employee customers, a 5.94% decrease compared to 434,895 customers in the same period in 2024.

- o Micro (Micro Business)

Micro is committed to focusing on banking financial transaction services and lending to productive micro-enterprises and their communities in Indonesia.

Since 2008, the Company's MSME segment has been established and has undergone a transformation process in line with developments in banking services and the needs of MSME customers in Indonesia.

Micro also continues to optimize its digitalization process by utilizing digital applications and internal

systems through a hybrid transformation model (a combination of salespeople and digital processes). BTPN Mikro collaborates with local MSME communities to develop their businesses using digital banking platforms.

#### Micro Performance

As of June 30, 2025, the Company had outstanding loans to Micro customers totaling IDR 1,940 billion, a 20.64% increase compared to IDR 1,608 billion in the same period in 2024. As of June 30, 2025, the Company had 12,277 Micro customers, an 8.22% decrease compared to 13,376 customers in the same period in 2024.

#### o Joint Finance

Joint Finance business development is carried out to finance end-users through collaborations with multifinance companies under a joint financing scheme and collaborations with financial technology (fintech) companies through a channeling scheme.

#### Joint Finance Performance

As of June 30, 2025, the Company had outstanding Joint Finance loans of IDR 6,461 billion, an increase of 155.78% compared to IDR 2,526 billion in the same period in 2024.

- **Jenius**

This product, a Smart Digital Banking service, was launched in 2016 and targets digitally savvy mass-affluent individuals in major cities. Jenius offers easy financial management features via smartphone.

Jenius Performance

As of June 30, 2025, the Company had 5,427,664 Jenius customers, an 8.25% increase compared to the 5,014,058 customers in the same period in 2024. As of June 2025, Jenius had deposits totaling IDR 25,817 billion, an 11.41% increase compared to IDR 23,173 billion in the same period in 2024.

The Company may engage in other activities commonly conducted by banks in Indonesia, as long as they do not conflict with laws and regulations.

## **2. Business Prospects**

The global economy is expected to remain affected by uncertainty due to the United States' reciprocal tariff hikes, which are expected to weaken the outlook for global economic growth. Bank

Indonesia estimates global economic growth at 3% year-on-year. Developed countries and China are expected to slow due to the imposition of US trade tariffs. Uncertainty also surrounds the direction of US monetary policy, regarding the benchmark interest rate, which is currently expected to decrease in line with declining US inflation. If US inflation increases as a result of US trade tariffs, the direction of the US benchmark interest rate could shift to stable or increase if US inflation increases significantly. The dollar index is expected to decline, thus improving/strengthening the currency's performance against the US dollar.

Domestically, Bank Indonesia forecasts economic growth in 2025 to be in the range of 4.6-5.4%. The domestic inflation rate is expected to be in the range of 1.5%-3.5% year-on-year. Consumer Price Index (CPI) inflation in June 2025 remained low, supporting economic stability. CPI inflation in June 2025 was recorded at a low 1.87% year-on-year (yoy), supported by declining core inflation, low volatile food (VF) inflation, and controlled administered prices (AP) inflation. The Rupiah's development was relatively stable compared to the currencies of Indonesia's major developing trading partners and against the currencies of developed countries outside the US dollar, thus maintaining Indonesia's export competitiveness. This exchange

rate development was supported by Bank Indonesia's consistent stabilization policy and continued foreign capital inflows, particularly into government securities (SBN), as well as foreign exchange conversions to Rupiah by exporters following the implementation of the Government's strengthened policy regarding Foreign Exchange Proceeds from Natural Resource Exports (DHE SDA).

As of June 2025, bank credit grew by 7.77% year-on-year (yoy), down from 8.43% yoy growth in May 2025. Third-party funds grew by 6.96% yoy in June 2025, according to Bank Indonesia data. Based on usage, investment credit, consumer credit, and working capital credit grew by 12.53% (yoy), 8.49% (yoy), and 4.45% (yoy) respectively in June 2025. By sector, credit in the Trade, Agriculture, and Business Services sectors needs to be increased to support economic financing. Sharia financing grew by 8.37% (yoy), while MSME credit growth remained low at 2.18% (yoy). Bank Indonesia estimates bank credit growth in 2025 to be in the range of 8-11%.

Banking resilience remains strong and supports financial system stability. Capital is maintained at a high level, while banking liquidity remains adequate and credit risk is low. In terms of capital, the banking capital adequacy ratio (CAR) in May 2025

remained high at 25.48%, ensuring adequate risk absorption. Meanwhile, banking liquidity is also maintained, as reflected in the Liquid Assets to Third Party Funds (AL/TPF) ratio of 27.05% in June 2025. The banking Non-Performing Loan (NPL) ratio is maintained at a low level, at 2.29% (gross) and 0.85% (net) in May 2025. Bank Indonesia's stress test results also show that banking resilience remains strong, supported by maintained corporate repayment capacity and profitability.

### **3. Business Competition**

The Company faces competition in its business operations, driven by the increasing adoption of digital technology in the banking industry, both from fintech companies, digital banks, and conventional banks offering digital banking services. This competition also comes from large-scale banks. The Company continues to strive to increase its market share.

The Company's closest competitors are currently national private banks within the Bank Group Based on Core Capital (KBMI) 3 category.

Business competition can be assessed based on, among other things, total assets held, the amount of third-party funds



raised, and the amount of loans disbursed. The following table shows the Company's market share in the Indonesian banking industry as of June 30, 2025:

(in billion Rupiah, unless otherwise stated)

Criteria	Information	As of		As of
		December 31		June 30
		2023	2024	2025
Total Asset	Industry	11,765,838	12,460,955	12,661,163
	Company	201,448	241,096	234,353
	Market share	1.7%	1.9%	1.9%
Amount of Industry	Party Funds	8,457,929	8,837,242	9,072,045
	Company	108,199	121,318	109,818
	Market share	1.3%	1.4%	1.2%
Third	Amount	7,090,243	7,827,148	7,997,632
	Distributed	156,561	179,405	185,040
	Credit	2.2%	2.3%	2.3%

Source : Statistics Indonesian Banking (SPI) OJK and Reports Finance Company

Note: Industry data for the position of June 30, 2025 uses the Indonesian Banking Statistics Data (SPI) of the OJK as of May 2025.

#### 4. Company Strategy

The Company's long-term goal is to become a top-tier, full-service bank in Indonesia, offering competitive products in retail, business banking, and corporate banking, supported by digital technology.

To achieve this goal, the Company has three Core Policies:

1) Growth and Value Development, including:

- Achieving business scale to ensure sustainable revenue and profit growth.
- Achieving organic and inorganic growth.
- Leveraging digital technology to provide a comprehensive range of products, services, payments, and transaction capabilities.

2) Healthy Bank Management, including:

- Implementing global standards for Governance, Compliance, and Risk Management, including cyber risk management and HR practices.
- Implementing Environmental, Social, and Governance (ESG) principles.
- An investment policy that balances profitability with sustainable future growth.

3) Synergy:

- Optimizing collaboration within the Company, with BTPN Syariah, the OTO group, and the SMBC group.
- Actively engage and participate in the market ecosystem through partnerships and capital investment.

Based on these three Core Policies, the Company implements the following strategic focus:

- 1) Increase lending by establishing a risk appetite that aligns with required objectives and across the value chain.
- 2) Increase the retail customer base and revenue by enhancing Jenius' capabilities as a platform and wealth management platform, optimizing distribution channels, collaborating across business lines, and strategic partnerships with the market ecosystem.
- 3) Increase CASA (Cash Assets), fee-based income, and foreign exchange by developing customer value propositions, capabilities, products, and services.
- 4) Invest in talent and instill a high-performance, trust-based culture.
- 5) Implement bank-wide operational excellence by implementing digitalization and process excellence.
- 6) Optimize resource utilization and Return on Assets.
- 7) Develop value propositions and optimized collaborations to the level permitted by regulators with BTPN Syariah,

subsidiaries of the OTO and SMBC groups in Indonesia, and SMBC's global network.

- 8) Build operational excellence in information technology and continue to build digital and cyber security capabilities.

## **5. Important fixed assets owned by the Company**







As of the date of issuance of this Additional Information, the Company is in the process of extending its SHGB (land ownership rights), with details as follows:

No.	Type of Rights/ Right Number	Land Area (m2)	Address/ Location	Date of Rights Expiration
1.	SHGB No.22/ Bangunsari dated April 26, 1994	801	Jalan KH Ahmad Dahlan No. 102, Bangunsari Village, Ponorogo District, Ponorogo Regency,	September 24, 2024  Note: The SHGB is currently in the process of extending the Building Use Rights (HGB) based on a Cover Note dated July 10, 2025, issued by Hartai Hadiwijaya, S.H., a Notary in Ponorogo.
2.	SHGB No.23/ Bangunsari dated April 17, 1994	287	East Java Province, Indonesia	September 24, 2024  Note: The SHGB is currently in the process of extending the Building Use Rights (HGB) based on a Cover Note dated July 10, 2025, issued by Hartai Hadiwijaya, S.H., a Notary in Ponorogo.

## 6. Intellectual property rights (HAKI)

As of the date of issuance of this Additional Information, the Company also holds intellectual property rights in the form of trademarks and copyrights, which have obtained trademark and copyright certificates, as follows:

### a. Brand certificate










No.	Brand	Registration Number	Expiry Date
1.		IDM000641785	August 6, 2025
2.		IDM000795577	August 15, 2025
3.		IDM000795575	August 15, 2026
4.		IDM000795570	August 15, 2026
5.		IDM000867537	December 6, 2029
6.		IDM000867538	December 6, 2029












No.	Brand	Registration Number	Expiry Date
7.		IDM000867539	December 6, 2029
8.		IDM000867542	December 6, 2029
9.		IDM000858339	December 20, 2029
10.		IDM000858354	December 20, 2029
11.		IDM000858377	December 20, 2029
12.		IDM000858387	December 20, 2029
13.		IDM000867543	December 6, 2029
14.		IDM000867544	December 6, 2029
15.		IDM000982010	December 20, 2029
16.		IDM000858326	December 20, 2029

No.	Brand	Registration Number	Expiry Date
17.	 Dream Saver	IDM000845344	September 30, 2029
18.	 Dream Saver	IDM000905556	September 30, 2029
19.	 Split Bill	IDM000845743	October 1, 2029
20.	 Split Bill	IDM000845745	October 1, 2029
21.	 Pay Me	IDM000845741	October 1, 2029
22.	 Moneymoji	IDM000845738	October 1, 2029
23.	 Moneymoji	IDM000845740	October 1, 2029
24.	 Momoji	IDM000845735	October 1, 2029
25.	 Maxi Saver	IDM000845467	October 1, 2029



No.	Brand	Registration Number	Expiry Date
26.	 Maxi Saver	IDM000926159	October 1, 2029
27.		IDM000846103	October 1, 2029
28.		IDM000845717	October 1, 2029
29.	 Flexi Saver	IDM000845306	October 1, 2029
30.	 Flexi Saver	IDM000846000	October 1, 2029
31.	 Flexi Cash	IDM000845352	September 30, 2029
32.	 Flexi Cash	IDM000845424	September 30, 2029
33.	Jenius QR 	IDM000931591	October 18, 2030
34.	Jenius QR 	IDM000931596	October 18, 2030

No.	Brand	Registration Number	Expiry Date
35.		IDM000997088	October 18, 2030
36.		IDM000931605	October 18, 2030
37.		IDM000925063	December 31, 2030
38.		IDM000925552	December 31, 2030
39.		IDM000373131	March 10, 2031
40.		IDM000530439	April 2, 2034
41.		IDM000948299	January 26, 2031
42.		IDM000948130	January 26, 2031
43.		IDM000747881	August 30, 2027

No.	Brand	Registration Number	Expiry Date
44.		IDM000373135	March 10, 2031
45.		IDM000677667	June 8, 2026
46.		IDM000677662	June 8, 2026
47.		IDM000677671	June 8, 2026
48.		IDM000867546	December 6, 2029
49.		IDM000518803	December 9, 2033
50.		IDM000796474	June 8, 2026
51.		IDM000960321	March 17, 2031
52.		IDM000959240	March 17, 2031
53.		IDM000964800	March 5, 2030
54.		IDM000964801	March 5, 2030

No.	Brand	Registration Number	Expiry Date
55.		IDM000965046	March 5, 2030
56.		IDM000965047	March 5, 2030
57.		IDM001091601	September 21, 2032
58.		IDM001091600	September 21, 2032
59.		IDM001095360	August 9, 2032
60.		IDM001093226	August 9, 2032
61.		40202318153R	August 17, 2033
62.		TM2023027706	September 13, 2023
63.		4/2023/00521009	October 16, 2033

No.	Brand	Registration Number	Expiry Date
64.		4/2023/00521010	October 16, 2033
65.	<b>TABUNGAN SINAYA</b>	IDM001198291	August 30, 2033
66.		IDM001267627	June 3, 2034
67.		IDM001275812	June 3, 2034
68.		IDM001282135	June 3, 2034
69.		IDM001267626	June 3, 2034
70.		IDM001275801	June 3, 2034

No.	Brand	Registration Number	Expiry Date
71.		IDM001296378	June 3, 2034
72.		241129333	October 18, 2033
73.		251105217	October 18, 2033

**b. Copyright**

No.	Title Creation	Type Creation	Number Application	Validity period
1.	Daya.id	Computer program	000240379	December 8, 2067
2.	Tumbuh and Menjadi Inspirasi	Song	TM2023027705	Juli 2, 2064

No.	Title Creation	Type Creation	Number Application	Validity period
3.	Jenius Life Finance App & Microservices Source Code	Computer program	000165532	April 1, 2068
4.	BTPN Wow Core	Computer program	000165533	March 30, 2065
5.	Jenius Serif Font Family	Drawing Art	000826681	January 16, 2074

## **VIII. TAXATION**

Tax on income derived from Bond ownership received or accrued by Bondholders is calculated and treated in accordance with applicable tax regulations.

Based on Government Regulation of the Republic of Indonesia No. 16 of 2009 dated February 9, 2009, concerning Income Tax on Income in the Form of Bond Interest, as amended several times, most recently by (i) Government Regulation of the Republic of Indonesia No. 9 of 2021 dated February 2, 2021, concerning Tax Treatment to Support the Ease of Doing Business; and (ii) Government Regulation of the Republic of Indonesia No. 91 of 2021 dated August 30, 2021, concerning Income Tax on Income in the Form of Bond Interest Received or Obtained by Domestic Taxpayers and Permanent Establishments, income received or accrued by Taxpayers in the form of bond interest and discounts is subject to final Income Tax withholding:

- a. On interest on coupon bonds (interest-bearing debt securities) at: (i) 10% for domestic Taxpayers and permanent establishments ("PE"); and (ii) 10% or the rate based on the Double Taxation Avoidance Agreement ("P3B") for foreign Taxpayers other than Permanent Establishments (PE). The



taxable amount is calculated from the gross amount of interest based on the holding period of the bond;

- b. On discounts on bonds with coupons of: (i) 10% for domestic Taxpayers and Permanent Establishments; and (ii) 10% or the rate based on the P3B for foreign Taxpayers other than Permanent Establishments. The taxable amount is calculated from the excess of the selling price or nominal value over the acquisition price of the bond, excluding accrued interest;
- c. On discounts on zero-coupon bonds or non-interest-bearing debt securities of: (i) 10% for domestic Taxpayers and Permanent Establishments; and (ii) 10% or the rate based on the P3B for foreign Taxpayers other than Permanent Establishments. The taxable amount is calculated from the excess of the selling price or nominal value over the acquisition price of the bond;
- d. The tax rate for interest and/or discounts on bonds received and/or obtained by mutual fund taxpayers, infrastructure investment funds in the form of collective investment contracts, real estate investment funds in the form of collective investment contracts, and asset-backed securities in the form of collective investment contracts registered with the Financial Services Authority (OJK) is 10% for 2021 and beyond.

This final tax deduction is not imposed on interest or discounts on bonds received or obtained by taxpayers:

- a.** Pension funds whose establishment or formation has been approved by the Minister of Finance or has obtained permission from the OJK and meets the requirements as stipulated in Article 4 paragraph (3) letter h of Law No. 7 of 1983 concerning Income Tax, as amended several times and most recently by the Job Creation Law; and
- b.** Banks established in Indonesia or branches of foreign banks in Indonesia.

<p><b>PROSPECTIVE BONDS BUYERS IN THIS PUBLIC OFFERING OF BONDS ARE EXPECTED TO CONSULT WITH THEIR RESPECTIVE TAX CONSULTANTS REGARDING THE TAX CONSEQUENCES ARISING FROM THE RECEIPT OF INTEREST, PURCHASE, OWNERSHIP OR SALE OR TRANSFER BY OTHER MEANS OF BONDS PURCHASED THROUGH THIS PUBLIC OFFERING OF BONDS.</b></p>
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## IX. BOND ISSUE UNDERWRITING

### 1. Bond Issue Underwriting

Based on the terms and conditions set forth in the Bond Underwriting Agreement, the Joint Lead Underwriters and Bond Underwriters, whose names are listed below, have agreed to offer the Bonds to the public with full commitment.

PT Indo Premier Sekuritas is acting as Allotment Manager for this Bond Public Offering.

The composition, portion, and percentage of the members of the Joint Lead Underwriters and Bond Underwriters syndicate are as follows:

		Guarantee Portion (IDR)			
No	Information	Series A	Series B	Total	%
1.	PT BCA	197,500,000	25,000,000	222,500,000	27.27%
	Sekuritas	,000	,000	,000	
2.	PT BNI	105,000,000	400,000,00	105,400,000	12.92%
	Sekuritas	,000	0	,000	

3.	PT Ina	85,000,000,	70,000,000	155,000,000	18.99%
	Sekuritas	000	,000	,000	
	Indonesia				
4.	PT Indo	156,000,000	50,000,000	206,000,000	25.24%
	Premier	,000	,000	,000	
	Sekuritas				
5.	PT Mandiri	127,150,000	-	127,150,000	15.58%
	Sekuritas	,000		,000	
<b>Amount</b>		<b>670,650,000</b>	<b>145,400,000</b>	<b>816,050,000,</b>	<b>100.00%</b>
		<b>,000</b>	<b>,000</b>	<b>000</b>	

Furthermore, the Bond Lead Underwriters and/or Bond Underwriters participating in this Bond Public Offering have agreed to carry out their respective duties in accordance with Regulation No. IX.A.7.

The Bond Lead Underwriters and/or Bond Underwriters expressly declare that they have no affiliated relationship with the Company as defined in the UUP2SK.

## **2. Determination of Bond Principal Amount and Bond Interest Rate**

The Bond price is determined based on the agreement and negotiations between the Company and the Bond Lead Underwriters, taking into account several factors and parameters, namely the results of the initial offering (bookbuilding) from July 28, 2025 to August 8, 2025, market conditions for bonds, benchmarks against government bonds (based on the maturity of each Bond series), and risk premium (based on the Bond rating).

## **X. INFORMATION REGARDING THE TRUSTEE**

### **General**

In connection with this Public Offering of Bonds, the Company has signed a Trustee Agreement for the Bank SMBC Indonesia Shelf-Registered Bonds V Phase III Year 2025, No. 31 dated August 12, 2025, drawn up before Ashoya Ratam, S.H., Notary in Jakarta, between the Company and Bank Mega as Trustee. Therefore, Bank Mega acts as Trustee, or the entity entrusted with representing the interests of the Bondholders as stipulated in the Capital Market Law.

Bank Mega, in the issuance of these Bonds, acts as Trustee and is registered with Bapepam-LK (now the Financial Services Authority) under No. 20/STTD-WA/PM/2000 dated August 2, 2000, in accordance with Law No. 8 of 1995 concerning Capital Markets, as amended in part by Law No. 4 of 2023 concerning the Development and Strengthening of the Financial Sector.

Based on:

- Statement Letter No. In accordance with Decree No. 1977/CAMS-WA/25 dated August 7, 2025, Bank Mega, as

Trustee, declares that during its term as Trustee, it will not:

- (i) Have any credit and/or financing relationships with the Company in amounts exceeding the provisions of POJK No. 19/2020;
- (ii) Accept and request prepayment of the Company's obligations to Bank Mega, acting as Trustee as creditor, in the event that the Company experiences financial difficulties and is unable to fulfill its obligations to holders of debt securities and/or Sukuk, with the implementation still complying with the provisions of the laws and regulations applicable in the Republic of Indonesia; and/or
- (iii) Act as guarantor and/or collateral provider for the issuance of debt securities, sukuk, and/or obligations of the Company.

- Declaration Letter No. 1976/CAMS-WA/25 dated August 7, 2025, Bank Mega, as Trustee, declares that it currently has no affiliated relationship with the Company and will not have any affiliated relationship with the Company during its term as Trustee, as stipulated in POJK No. 19/2020;

- Statement Letter No. 2009/CAMS-WA/25 dated August 12, 2025, Bank Mega, as Trustee, declares that it has conducted due diligence on the Company, as stipulated in POJK No. 20/2020.

## **1. Brief History**

Bank Mega was established under the name PT Bank Karman, domiciled in Surabaya, based on Deed of Establishment No. 32 dated April 15, 1969, which was later amended by Deed of Amendment No. 47 dated November 26, 1969, both of which were drawn up before Mr. Oe Siang Djie, then a Notary in Surabaya. This deed of establishment was ratified by the Minister of Justice of the Republic of Indonesia in Decree No. J.A.5/8/1 dated January 16, 1970, registered with the Registrar's Office of the Surabaya District Court under No. 94/1970 dated February 4, 1970, and announced in the State Gazette of the Republic of Indonesia No. 13 dated February 13, 1970, Supplement No. 55. PT Bank Karman's Articles of Association have subsequently been amended several times.



PT Bank Karman obtained a license to operate as a commercial bank based on Decree of the Minister of Finance of the Republic of Indonesia in Decree No. D.15.6.5.48 dated August 14, 1969. Based on the Deed of Minutes of the General Meeting of Shareholders No. 25 dated January 18, 1992, made by Eddy Widjaja. S.H., Notary in Surabaya, the name of PT Bank Karman was changed to PT Mega Bank and the domicile was changed to Jakarta, which has obtained approval from the Minister of Justice of the Republic of Indonesia based on Decree No. C2-1345 HT.01.04.TH.92 dated February 12, 1992, registered in the register book at the Central Jakarta District Court Office under No. 741/1992 dated March 9, 1992 and announced in the State Gazette of the Republic of Indonesia No. 36 dated May 5, 1992, Supplement No. 2009. This change of name of PT Mega Bank has been approved by the Minister of Finance of the Republic of Indonesia with letter No. S.611/MK.13/1992 dated April 23, 1992.

Bank Mega's articles of association have been completely amended to comply with the Republic of Indonesia Law No. 40 of 2007 concerning Limited Liability Companies, as stated in the Deed of Statement of Meeting Resolutions

and Amendments to the Articles of Association of PT Bank Mega Tbk. No. 3 dated June 5, 2008, drawn up before Masjuki, S.H., at that time a substitute for Imas Fatimah, S.H., Notary in Jakarta, which has obtained approval from the Minister of Law and Human Rights of the Republic of Indonesia with Decree No. AHU-45346.AH.01.02.Tahun 2008 dated July 28, 2008, and announced in the State Gazette of the Republic of Indonesia No. 50 dated June 23, 2009, Supplement No. 16490.

Bank Mega's articles of association have been amended several times and have been amended to comply with POJK Number 15/POJK.04/2020 and POJK Number 16/POJK.04/2020 through the Deed of Amendment to the Articles of Association of PT Bank Mega Tbk dated March 12, 2021, No. 07, drawn up before Dharma Akhyuzi, S.H., Notary in Jakarta. The notification of the amendment to the articles of association has been received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights of the Republic of Indonesia under letter No. AHU-0049921.AH.01.11.Year 2021 dated March 17, 2021.

Bank Mega's articles of association have been amended several times, most recently by the Deed of Amendment to the Articles of Association of PT Bank Mega Tbk dated February 27, 2023, No. 08, drawn up before Dharma Akhyuzi, S.H., Notary in Jakarta, whose notification of the amendment to its articles of association has been received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights of the Republic of Indonesia in its letter No. AHU-AH.01.03-0038091 dated March 10, 2023, and has obtained approval from the Minister of Law and Human Rights in Decree No. AHU-0015234.AH.01.02.TAHUN 2023 dated March 10, 2023.

In accordance with Article 3 of the Bank's articles of association, the scope of the Bank's business activities is to carry out general banking activities. The Bank obtained a business license as a commercial bank based on Decree of the Minister of Finance of the Republic of Indonesia No. D.15.6.5.48 dated August 14, 1969. On August 2, 2000, the Bank obtained a license to conduct business activities as a trustee from the Capital Market Supervisory Agency - Financial Institutions ("BAPEPAM-LK"). The Bank also obtained a license to operate as a

foreign exchange bank based on the Decree of the Senior Deputy Governor of Bank Indonesia No. 3/1/KEP/DGS/2001 dated January 31, 2001.

The latest composition of the Board of Directors is as stated in Deed No. 11 dated March 27, 2025, drawn up before Dharma Akhyuzi, Bachelor of Law, Notary in Jakarta, whose notification was received and recorded in the Legal Entity Administration System database on April 11, 2025, Number AHU-AH.01.09-0182026, and the latest composition of the Board of Commissioners is as stated in Deed No. 2 dated March 4, 2024, drawn up before Dharma Akhyuzi, Bachelor of Law, Notary in Jakarta, whose notification was received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights of the Republic of Indonesia on March 4, 2024, Number AHU-AH.01.09-0090709.

## **2. Capital Structure and Shareholder Composition**

The shareholder composition of Bank Mega as of June 30, 2025, PT Datindo Entrycom, according to Letter No. DE/VII/2025-2162 dated July 3, 2025, shows that the

latest capital structure and shareholder composition of PT Bank Mega Tbk are as follows:

Holder Share	Nominal Value IDR 500,- per share		
	Number of Shares	Total Share Value (IDR)	(%)
<b>Capital Base</b>	27,000,000,000	13,500,000,000,000	
<b>Capital Placed And</b>			
<b>Deposited Full</b>			
- PT Mega Corpora	6,812,223,614	3,406,111,807,000	58,02
- Public (each in lower 5%)	4,928,699,751	2,464,349,875,500	41,98
<b>Amount Capital</b>	11,740,923,365	5,870,461,682,500	<b>100,00</b>
<b>Placed And</b>			
<b>Deposited Full</b>			
<b>Amount Share in</b>	15,259,076,635	7,629,538,317,500	
<b>Portfolio</b>			

### 3. Management and Supervision Structure

The composition of the members of the Board of Directors of Bank Mega according to Deed No. 11 dated March 27, 2025 made before Dharma Akhyuzi, S.H., and the composition of the

Board of Commissioners and members of the Board of Directors of Bank Mega according to Deed No. 2 dated March 4, 2024 made before Dharma Akhyuzi, S.H., Notary in Jakarta and Notary in Jakarta, are as follows:

**Board of Commissioners**

President Commissioner	:	Chairul Tanjung
Independent Commissioner	:	Achjadi Ranuwisastra
Independent Commissioner	:	Lambock V, Nahattands
Independent Commissioner	:	Hizbullah

**Board of Directors**

President Director	:	Kostaman Thayib
Deputy President Director	:	Erni (Indivara Erni)
Director	:	Madi Darmadi Lazuardi
Director	:	Martin Mulwanto
Director	:	Hariantono (YB Hariantono)
Director	:	Yuni Lastianto
Director	:	Heriawan Gazali*

\* The appointment of Mr. HERIWAN GAZALI is effective from the time he has received approval from the Financial Services Authority for the Fit and Proper Test.

#### **4. Business Activities**

As a general bank, Bank Mega operates in the banking sector in the broadest sense with a vision to be the pride of the nation and a mission to create sustainable good relationships with customers through financial services and the best organizational performance capabilities to increase value for shareholders. Bank Mega is also registered as a Trustee based on the Certificate of Registration as a Trustee No. 20/STTD-WA/PM/2000 dated August 2, 2000.

A wide range of services have been provided, including Telecommunication Payment Services, Mega Transactional Banking, Mega Internet Banking, Capital Market Services (Trust Agent, Monitoring Agent, Custodian Services, Guarantee Agent, Facility Agent, Escrow Agent), Customer Fund Account Administrator and Payment Bank, Consumer Credit, Commercial Credit, Corporate Credit, International Transactions (Remittance, Collection, Trade Finance), Treasury/Global Services (Foreign Exchange Transactions, Money Market, Marketable Securities, SBI), Mega Visa Card, Debit ATM Card (MegaPass, Mega First), Mega Payroll, Mega Call, Mega

SDB, Mega Cash, Mega Ultima, Electricity Bill Payments, and the launch of savings products.

In an effort to achieve performance befitting its name, Bank Mega adheres to the principles of professionalism, openness, and prudence, supported by a strong capital structure and state-of-the-art banking facilities.

In line with the development of its business activities, Bank Mega's operational network continues to expand, so that by the end of March 31, 2025, Bank Mega had 369 branch offices, sub-branch offices, regional offices, and functional offices.

In 2020, Bank Mega launched M-SMILE (Mega Smart Mobile), which provides a customer experience similar to branch services in the palm of your hand.

## **5. Main Duties of the Trustee**

In accordance with POJK No. 19/2020, and further confirmed in the Trustee Agreement, the Trustee's primary duties include:



- a. representing the interests of Bondholders, both inside and outside of court, in accordance with the Trustee Agreement and applicable laws and regulations of the Republic of Indonesia;
- b. committing to carry out the principal duties and responsibilities referred to in letter a upon signing the Trustee Agreement with the Company, but such representation becomes effective upon the allocation of the Bondholders;
- c. carrying out duties as Trustee based on the Trustee Agreement and other documents related to the Trustee Agreement, and
- d. providing all information relating to the implementation of the Trustee's duties to the OJK.

## **6. Appointment, Replacement, and Termination of the Trustee Duties**

In accordance with POJK No. 20/2020 and the Trustee Agreement, the appointment, replacement, and termination of the Trustee's duties are as follows:

- a. The initial appointment of the Trustee is made by the Company, as stated in the Trustee Agreement;

b. The replacement of the Trustee is carried out if any of the following reasons occur:

- (i) The Trustee no longer meets the requirements to carry out its functions as Trustee in accordance with statutory provisions;
- (ii) The business license of a commercial bank operating as Trustee is revoked;
- (iii) The registration certificate is revoked or the Trustee's business activities are frozen;
- (iv) The Trustee is dissolved by a judicial body or other official body or is deemed dissolved based on statutory provisions;
- (v) The Trustee is declared bankrupt by a competent judicial body or its operations and/or business activities are frozen by the competent authorities;
- (vi) The Trustee is unable to fulfill its obligations;
- (vii) The Trustee violates the provisions of the Trustee Agreement and/or laws and regulations in the financial services sector;
- (viii) An affiliated relationship arises between the Trustee and the Company after the Trustee's appointment, unless such affiliated

relationship arises due to government ownership or equity participation;

- (ix) A credit relationship arises that exceeds the amount stipulated in POJK No. 19/2020;
- (x) At the request of Bondholders as stipulated in POJK No. 19/2020.
- (xi) In the event that the Company fails to pay the Trustee's service fee as referred to in Article 4 of the Trustee Agreement after the Trustee has submitted three (3) consecutive written payment requests to the Company, or in the event that the Company is negligent/breaching its promise as stipulated in Article 9 of the Trustee Agreement,

c. The Trustee's duties, obligations, and responsibilities shall terminate upon:

- (i) the Bonds have been fully repaid, including the Bond Principal, Bond Interest, including Penalties (if any), and the Trustee has received a report on the Company's fulfillment of its obligations from the Paying Agent or the Company if the Company does not use a Paying Agent;

- (ii) the Bonds have been fully converted into shares;
- (iii) a specific date agreed upon in the Trustee Agreement after the Bond Principal Maturity Date;
- (iv) upon the appointment of a new trustee.

**7. Bank Mega's experience as a Trustee in the Capital Market  
(last 5 years)**

- XL Axiata Shelf-Registered Bonds I, Phase II, 2019 XL Axiata Shelf-Registered Sukuk Ijarah II, Phase II, 2019
- Aneka Gas Industri Shelf-Registered Bonds I, Phase III, 2019
- Aneka Gas Industri Shelf-Registered Sukuk Ijarah I, Phase III, 2019
- Waskita Karya Shelf-Registered Bonds III, Phase IV, 2019
- Medco Power Indonesia Sukuk Wakalah II, 2019
- PNM Shelf-Registered Bonds III, Phase I, 2019
- Adhi Karya Shelf-Registered Bonds II, Phase II, 2019
- Bank Victoria Shelf-Registered Bonds II, Phase I, 2019
- Bank Victoria Shelf-Registered Subordinated Bonds II, Phase I, 2019
- Bonds Bank BTN's Sustainable Bond III Phase II of 2019

- Waskita Beton Precast's Sustainable Bond I Phase I of 2019
- Bank BJB's Sustainable Bond I Phase III of 2019
- Waskita Beton Precast's Sustainable Bond I Phase II of 2019
- Bank Victoria's Sustainable Subordinated Bond II Phase II of 2019
- BTPN's Sustainable Bond IV Phase I of 2019
- PNM's Sustainable Bond III Phase II of 2019
- Kereta Api Indonesia's Sustainable Bond II Phase 2019
- Indonesia Infrastructure Finance's Sustainable Bond I Phase I of 2019
- Bank BJB's Sustainable Subordinated Bond II Phase I of 2020
- Bank Victoria's Sustainable Subordinated Bond II Phase III of 2020
- SMART's Sustainable Bond II Phase I of 2020
- PNM III Shelf-Registered Bonds III PNM Phase III of 2020
- Batavia Prosperindo Finance Shelf-Registered Bonds II Phase II of 2020
- Pegadaian IV Shelf-Registered Bonds Phase I of 2020
- Pegadaian I Shelf-Registered Sukuk Mudharabah Phase I of 2020
- Pegadaian IV Shelf-Registered Bonds Phase II of 2020

- Pegadaian I Shelf-Registered Sukuk Mudharabah Phase II of 2020
- Lautan Luas III Shelf-Registered Bonds Phase I of 2020
- Dharma Satya Nusantara I Shelf-Registered Bonds Phase I of 2020
- Indomobil Finance Indonesia IV Shelf-Registered Bonds with a Fixed Interest Rate Phase I of 2020
- Waskita Karya IV Shelf-Registered Bonds Phase I of 2020
- Angkasa Pura II Shelf-Registered Bonds I Phase II of 2020
- Aneka Gas Industri Shelf-Registered Bonds II Phase I of 2020
- Aneka Gas Industri Shelf-Registered Sukuk Ijarah I Phase I of 2020
- Pupuk Indonesia Shelf-Registered Bonds II Phase I of 2020
- Jasa Marga Shelf-Registered Bonds II Phase I of 2020
- Polytama Propindo Shelf-Registered Bonds I Phase 2020
- Polytama Propindo I Shelf-Registered Sukuk Ijarah I 2020
- Pegadaian Shelf-Registered Bonds IV Phase III of 2020
- Pegadaian Shelf-Registered Sukuk Mudharabah I Phase III of 2020
- Aneka Gas Industri Shelf-Registered Bonds II Phase II of 2020

- Aneka Gas Industri Shelf-Registered Sukuk Ijarah II Phase II of 2020
- Indonesia Infrastructure Finance Shelf-Registered Bond I Phase II of 2020
- SMART Shelf-Registered Bond II Phase II of 2020
- PNM Shelf-Registered Bond III Phase IV of 2020
- Wijaya Karya Shelf-Registered Bond I Phase I of 2020
- Wijaya Karya Shelf-Registered Sukuk Mudharabah I Phase I of 2020
- SMART Shelf-Registered Bond II Phase III of 2021
- Wijaya Karya Shelf-Registered Bond I Phase II of 2021
- Wijaya Karya Shelf-Registered Sukuk Mudharabah I Phase II of 2021
- Pupuk Indonesia Shelf-Registered Bond II Phase II of 2021
- PNM III Shelf-Registered Bond III Phase V of 2021
- Pegadaian Shelf-Registered Bond IV Phase IV of 2021
- Shelf-Registered Sukuk Mudharabah I Pegadaian I Phase IV 2021
- Shelf-Registered Bond III SMART Phase I 2021
- Shelf-Registered Bond II Aneka Gas Industri Phase III 2021
- Shelf-Registered Sukuk Ijarah II Aneka Gas Industri Phase III 2021
- Shelf-Registered Bond III Adhi Karya Phase II 2021

- Shelf-Registered Sukuk Ijarah I Intiland Development Phase I 2021
- Shelf-Registered Bond I Angkasa Pura I Phase I 2021
- Shelf-Registered Sukuk Ijarah I Angkasa Pura I Phase I 2021
- Shelf-Registered Bond II Wijaya Karya Phase I 2021
- Shelf-Registered Sukuk Mudharabah II Wijaya Karya Phase I 2021
- Waskita Karya Bond III 2021
- Bonds SMART Shelf-Registered Bond III Phase II of 2021
- Lautan Luas Shelf-Registered Bond III Phase II of 2021
- Indomobil Finance Indonesia Shelf-Registered Bond IV with a Fixed Interest Rate Phase II of 2021
- PNM Shelf-Registered Bond IV Phase I of 2021
- Aneka Gas Industri Shelf-Registered Bond II Phase IV of 2021
- Aneka Gas Industri Shelf-Registered Sukuk Ijarah II Phase IV of 2021
- SMART Shelf-Registered Bond III Phase III of 2022
- Wijaya Karya Shelf-Registered Bond II Phase II of 2022
- Wijaya Karya Shelf-Registered Sukuk Mudharabah II Phase II of 2022
- Indomobil Finance Shelf-Registered Bond IV with a Fixed Interest Rate Phase III of 2022



- Aneka Gas Industri Shelf-Registered Sukuk Ijarah II Phase V of 2022
- PNM's Shelf-Registered Bond IV, Phase II, 2022
- Pegadaian's Shelf-Registered Bond V, Phase I, 2022
- Pegadaian's Shelf-Registered Sukuk Mudharabah II, Phase I, 2022
- Adhi Karya's Shelf-Registered Bond III, Phase III, 2022
- SMART's Shelf-Registered Bond IV, Phase I, 2022
- Indomobil Finance's Shelf-Registered Bond V with Fixed Interest Rate, Phase I, 2022
- Medco Power Indonesia's Shelf-Registered Sukuk Wakalah I, Phase I, 2022
- Kereta Api Indonesia's Shelf-Registered Bond I, Phase I, 2022
- Kereta Api Indonesia's Shelf-Registered Sukuk Ijarah I, Phase I, 2022
- PNM's Shelf-Registered Bond V, Phase I, 2022
- Pegadaian's Shelf-Registered Bond V, Phase II, 2022 2022
- Pegadaian's Shelf-Registered Sukuk Mudharabah II, Phase II, 2022
- Intiland Development's Shelf-Registered Sukuk Ijarah I, Phase II, 2022
- XL Axiata's Shelf-Registered Bond II, Phase I, 2022

- XL Axiata's Shelf-Registered Sukuk Ijarah III, Phase I, 2022
- Wijaya Karya's Shelf-Registered Bond III, Phase I, 2022
- Wijaya Karya's Shelf-Registered Sukuk Mudharabah III, Phase I, 2022
- Intiland Development's Shelf-Registered Sukuk Ijarah I, Phase III, 2022
- Medco Power Indonesia's Shelf-Registered Sukuk Wakalah I, Phase II, 2022
- TBS Energi Utama's Shelf-Registered Bond I, Phase I, 2023
- Bank Victoria's Shelf-Registered Bond III, Phase I, 2023
- Indomobil Finance's Shelf-Registered Bond V with a Fixed Interest Rate, Phase II 2023
- PNM Shelf-Registered Sukuk Mudharabah I Phase II, 2023
- Pegadaian Shelf-Registered Bond V Phase III, 2023
- Pegadaian Shelf-Registered Sukuk Mudharabah II Phase III, 2023
- Medco Energi Internasional Shelf-Registered Bond V Phase I, 2023
- Pegadaian Shelf-Registered Bond V Phase IV, 2023
- Pegadaian Shelf-Registered Sukuk Mudharabah II Phase IV, 2023
- Indonesia Infrastructure Finance Shelf-Registered Bond II Phase I, 2023

- Indonesia Infrastructure Finance Environmentally-Friendly Perpetual Securities, 2023
- Adhi Karya Shelf-Registered Bond IV Phase I, 2024
- Bank BTPN Shelf-Registered Bond V Phase I, 2024
- Bank Victoria Shelf-Registered Bond III Phase II, 2024
- Bank Victoria Subordinated Bond III, Phase I, 2024
- Indomobil Finance Fixed Rate Bond V, Phase III, 2024
- Jasa Marga Shelf-Registered Bond III, Phase I, 2024
- Kereta Api Indonesia Shelf-Registered Bond I, Phase II, 2024
- Kereta Api Indonesia Shelf-Registered Sukuk Ijarah, Phase II, 2024
- Lautan Luas Shelf-Registered Bond IV, Phase I, 2024
- Medco Power Shelf-Registered Sukuk Wakalah, Phase III, 2024
- Medco Energi Internasional Shelf-Registered Bond V, Phase II, 2024
- Medco Energi International Shelf-Registered Bond V, Phase II, 2024
- Pegadaian Shelf-Registered Bond VI, Phase V, 2024 Phase I, 2024
- Pegadaian's Shelf-Registered Sukuk Mudharabah III, Phase I, 2024

- Pegadaian's Sustainable Socially-Aware Sukuk Mudharabah I, Phase I, 2024
- Pegadaian's Sustainable Sukuk Mudharabah III, Phase II, 2024
- Pegadaian's Sustainable Socially-Aware Sukuk Mudharabah I, Phase II, 2024
- Pegadaian's Sustainable Socially-Aware Bond I, Phase I, 2024
- PNM's Shelf-Registered Bond V, Phase II, 2024
- PNM's Shelf-Registered Sukuk Mudharabah I, Phase III, 2024
- Indonesia Infrastructure Finance's Shelf-Registered Bond II, Phase II, 2024
- Kereta Api Indonesia's Shelf-Registered Bond II, Phase I, 2024
- SMBC Indonesia Bank's Shelf-Registered Bond V Phase II, 2024
- Pegadaian's Shelf-Registered Sukuk Mudharabah III, Phase III, 2024
- Medco Energi Internasional's Shelf-Registered Bond V, Phase III, 2025
- Medco Power Indonesia's Shelf-Registered Sukuk Wakalah I, Phase IV, 2025

- Kereta Api Indonesia's Shelf-Registered Bond II, Phase II, 2025
- Pegadaian's Shelf-Registered Bond VI, Phase II, 2025
- Pegadaian's Shelf-Registered Socially-Aware Bond I, Phase II, 2025
- Pegadaian's Shelf-Registered Sukuk Mudharabah III, Phase IV, 2025
- Bank Victoria's Shelf-Registered Subordinated Bond III, Phase II, 2025
- Medco Energi Internasional's Shelf-Registered Bond VI, Phase I, 2025
- Medco Power Indonesia's Shelf-Registered Bond I, Phase I, 2025
- SMART Shelf-Registered Bond V Phase I 2025
- SMART Shelf-Registered Sukuk Ijarah I Phase I 2025
- OCBC Shelf-Registered Bond IV Phase I 2025
- Indomobil Finance Shelf-Registered Bond VI with Fixed Rate Phase I 2025
- Bank Victoria Shelf-Registered Bond IV Phase I 2025
- TBS Energi Utama Shelf-Registered Bond I Phase I 2025
- Pegadaian Shelf-Registered Bond VI Phase II 2025
- Pegadaian Shelf-Registered Socially Aware Bond I Phase II 2025

- Pegadaian Shelf-Registered Sukuk Mudharabah IV Phase IV 2025

## **8. Overview of the Trustee's Important Financial Data**

Below is a summary of Bank Mega's key financial data as of June 30, 2025 (unaudited), December 31, 2024 (audited), and 2023.

Bank Mega's financial statements as of December 31, 2024, have been audited by KAP Amir Abadi Jusuf, Aryanto, Mawar & Rekan (RSM Indonesia), with the partner in charge being Bimo Iman Santoso, CPA, an independent auditor, based on auditing standards established by the Indonesian Institute of Certified Public Accountants (IAPI), with an Unmodified Opinion (formerly Unqualified Opinion), as stated in its report dated February 7, 2025. The financial statements for December 31, 2023, are derived from the Financial Statements audited by KAP Amir Abadi Jusuf, Aryanto, Mawar & Rekan (RSM Indonesia), with the partner in charge being Bimo Iman Santoso, CPA, an independent auditor, based on auditing standards established by the Indonesian Institute of Certified Public Accountants (IAPI), with an Unmodified Opinion

(formerly Unqualified Opinion), as stated in its report dated February 7, 2025. stated in his report dated January 26, 2024 as follows:

### Statement of Financial Position

(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
<b>ASSETS</b>			
Cash	842,222	873,509	855,222
Placement with Bank Indonesia	3,514,023	7,525,245	6,822,433
Placement with other banks			
Related parties	107	360	104
Third parties	574,719	955,032	645,772
Total	574,826	955,392	645,876
Less:			
Allowance for impairment losses	(710)	(2,186)	(1,203)
Current accounts with other banks - net	574,116	953,206	644,673

(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
Placements with Bank			
Indonesia and other banks			
Third parties	830,209	831,826	3,356,000
Less:			
Allowance for impairment			
losses	-	-	(3,373)
Current accounts with			
other banks - net	830,209	831,826	3,352,627
Securities			
Related parties	61,148	198,832	198,288
Third parties	45,307,086	49,304,778	37,426,300
Total	45,368,234	49,503,610	37,624,588
Less:			
Allowance for			
Impairment Losses	-	-	-
Securities - net	45,368,234	49,503,610	37,624,588
Securities purchased			
under agreements to			
resell			



(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
Related parties	493,632		
Third parties	590,719	1,389,981	7,215,441
Total	1,084,351	1,389,981	7,215,441
Derivatives receivables			
Related parties	-	2,101	-
Third parties	56,306	46,633	20,974
Total	56,306	48,734	20,974
Loans granted			
Related parties	1,406,271	1,743,050	1,318,592
Third parties	65,987,111	62,911,602	64,986,127
Total	67,393,382	64,654,652	66,304,719
Deferred Interest Income	-	(9,371)	(11,823)
Total Loans	67,393,382	60,677,415	48,486,524

(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
Less:			
Allowance for impairment losses	(736,319)	(664,877)	(604,816)
Loans - net	66,657,063	63,980,404	65,688,080
Acceptances receivable			
Related parties	-	-	-
Third parties	21,540	9,234	-
Less:			
Allowance for impairment losses	(28)	(12)	-
Acceptances receivable - net	21,512	9,222	-
Deferred tax assets	-	105,542	
Fixed assets and right-of-use assets	8,227,850	8,205,441	8,121,885
Less:			
Accumulated depreciation	(2,263,544)	(2,131,428)	(1,924,127)
Fixed assets - right-of-use assets - net	5,964,306	6,074,013	6,197,758
Other assets			

(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
Related parties	13,906	15,681	15,751
Third parties	4,760,605	3,604,521	3,612,044
<b>TOTAL ASSETS</b>	<b>129,686,853</b>	<b>314,915,494</b>	<b>132,049,591</b>
<b>LIABILITIES</b>			
Liabilities due			
immediately	288,446	179,318	296,179
Deposits from customers			
Current accounts			
Related parties	606,068	387,246	482,783
Third parties	8,200,894	9,995,402	9,642,942
<b>Total</b>	<b>8,806,962</b>	<b>10,382,648</b>	<b>10,125,725</b>
Savings deposits			
Related parties	80,895	72,339	113,643
Third parties	18,046,774	17,115,305	15,548,598
<b>Total</b>	<b>18,127,669</b>	<b>17,187,644</b>	<b>15,662,241</b>
Time deposits			
Related parties	675,295	622,090	1,717,317

(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
Third parties	58,690,379	63,476,915	61,930,467
<b>Total</b>	<b>59,365,674</b>	<b>64,099,005</b>	<b>63,647,784</b>

 Deposits from other  
banks

Related parties	1,203,057	1,808,949	1,202,082
Third parties	2,917,993	2,024,083	2,670,514
<b>Total</b>	<b>4,121,050</b>	<b>3,833,032</b>	<b>3,872,596</b>

 Securities sold under  
repurchase agreements

Related parties	97,433	236,275	-
Third parties	11,559,958	12,710,913	12,573,231
<b>Total</b>	<b>11,657,391</b>	<b>12,947,188</b>	<b>12,573,231</b>

Derivative liabilities	80,202	121,059	18,931
Taxes payable	176,965	222,064	138,535
Borrowings received	3,674,100	3,987,600	2,909,228
Acceptances payable	21,540	9,234	-

(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
Deferred tax liabilities			
- net	80,829	-	156,812
Post-employment benefit liabilities	260,809	296,414	277,530
Subordinated bonds - net			
Related parties	50,000	48,000	48,000
Third parties	-	2,000	2,000
<b>Total</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>
Accrued expenses and other liabilities			
Related parties	1,979	1,912	4,703
Third parties	697,918	416,175	560,653
<b>Total</b>	<b>699,897</b>	<b>418,087</b>	<b>565,356</b>
<b>TOTAL LIABILITIES</b>	<b>107,411,534</b>	<b>113,733,293</b>	<b>110,294,148</b>

## EQUITY

Share capital - par value  
of IDR 500 (full amount)  
per share

(In million rupiah)

Description	June 30,	December 31	
	2025	2024	2023
Authorized capital - 27,000,000,000 shares			
Issued and fully paid-up capital - 11,740,923,365 shares	5,870,462	5,870,462	5,870,465
Additional paid-in capital	6,347,491	6,347,491	6,347,491
General reserve	1,841	1,786	1,716
Retained earnings	7,118,204	6,671,020	6,221,696
Other comprehensive income	2,937,321	2,291,442	3,314,078
<b>TOTAL EQUITY</b>	<b>22,275,319</b>	<b>21,182,201</b>	<b>21,755,443</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>129,686,853</b>	<b>134,915,494</b>	<b>132,049,591</b>

\*unaudited

## Profit and Loss Statement

(in millions of Rupiah)

Description	June 30		December	
	2025*	2024*	2024	2023
<b>OPERATING INCOME AND EXPENSES</b>				
Interest income	5,195,952	5,176,552	10,289,306	10,271,532
Interest expense	(2,634,812)	(2,477,564)	(5,189,567)	(4,685,387)
<b>INTEREST INCOME - NET</b>	<b>2,561,140</b>	<b>2,698,988</b>	<b>5,099,739</b>	<b>5,532,145</b>
<b>OTHER OPERATING INCOME</b>				
Fees and commissions	827,361	820,079	1,696,891	1,671,911
Gain on sale of securities - net	77,029	(15,047)	70,465	535,366
Gain on foreign currency transactions - net	13,991	29,925	36,466	55,255
Gain on changes in fair value of financial instruments - net	1,201	(1,806)	3,202	14,794
Others	4,981	3,804	8,332	10,704
<b>Total other operating income</b>	<b>924,563</b>	<b>836,955</b>	<b>1,815,356</b>	<b>2,288,030</b>
<b>OTHER OPERATING EXPENSES</b>				
Fees and commissions	(7,933)	(4,756)	(12,536)	(11,427)

Description	June 30		December	
	2025*	2024*	2024	2023
Allowance for impairment losses on financial assets and non-financial assets - net	(226,030)	(117,759)	(216,464)	(195,318)
General and administrative expenses	(992,977)	(1,171,072)	(2,055,670)	(1,817,565)
Salaries and other benefits expenses	(697,462)	(738,347)	(1,399,207)	(1,463,387)
<b>TOTAL OPERATIONAL EXPENSES</b>	<b>(1,924,402)</b>	<b>(2,031,934)</b>	<b>(3,683,877)</b>	<b>(3,487,697)</b>
<b>OPERATING INCOME - NET</b>	<b>1,561,301</b>	<b>1,504,009</b>	<b>3,231,218</b>	<b>4,332,478</b>
<b>Non-operating income - net</b>	<b>125,993</b>	<b>12,635</b>	<b>25,688</b>	<b>10,251</b>
<b>PROFIT BEFORE TAX EXPENSE</b>	<b>1,687,294</b>	<b>1,516,644</b>	<b>3,256,906</b>	<b>4,342,729</b>
<b>Tax expense - net</b>	<b>(325,535)</b>	<b>(287,792)</b>	<b>(625,852)</b>	<b>(832,059)</b>
<b>NET PROFIT</b>	<b>1,361,759</b>	<b>1,228,852</b>	<b>2,631,054</b>	<b>3,510,670</b>
Other comprehensive income:				
Items that will not be reclassified to profit or loss:				
Remeasurement of post-employment benefit liabilities - net			(50,745)	(48,533)



Description	June 30		December	
	2025*	2024*	2024	2023
Items to be reclassified to profit or loss:				
Changes in the fair value of securities measured at fair value through other comprehensive income				
- net	783,759	(708,943)	(696,131)	496,444
<b>TOTAL COMPREHENSIVE INCOME FOR THE YEAR</b>	<b>2,145,518</b>	<b>519,909</b>	<b>1,884,178</b>	<b>3,958,581</b>
<b>BASIC EARNINGS PER SHARE (full amount)</b>	<b>116</b>	<b>105</b>	<b>224</b>	<b>299</b>

\*unaudited

## **XI. CAPITAL MARKET SUPPORTING INSTITUTIONS AND PROFESSIONS**

The Capital Market Supporting Institutions and Professionals assisting and playing a role in the implementation of this Public Bond Offering are as follows:

### **LEGAL CONSULTANT**

#### **HWMA Law Firm**

Graha Binakarsa, 10th Floor  
Jl. H.R. Rasuna Said Kav. C-18  
Jakarta, Indonesia

Partner Name	: Dr, Kukuh Komandoko Hadiwidjojo, S.H., M.Kn
STTD	: STTD, KH-20/PJ-1/PM.02/2023 dated March 13, 2023
Association membership	: Capital Market Legal Consultant Association ("HKHPM") No. 200815
Work guidelines	: Capital Market Legal Consultants Professional Standards issued by HKHPM based on HKHPM Decree No. 03/HKHPM/XI/2021 dated November 10, 2021.

Appointment Letter : S.593/DIR/GC/VIII/2025 dated August  
13, 2025

The scope of duties of the Legal Consultant in this Bond Public Offering is to conduct an examination and research (from a legal perspective) on the existing facts regarding the Company and its Subsidiaries incorporated in Indonesia and other related information as submitted by the Company. The results of this examination have been included in the Legal Due Diligence Report, which serves as the basis for the Legal Opinion, provided objectively and independently, and to examine the information contained in the Additional Information to the extent that it relates to legal aspects. The duties and functions of the Legal Consultant described herein comply with the applicable code of ethics, professional standards, and capital market regulations.

**NOTARY**

**Ashoya Ratam, S.H., Mkn,**

Jl. Suryo No, 54

Jakarta, Indonesia

STTD : STTD,N-54/PJ-1/PM,02/2023 dated 27  
February 2023

Association membership : Indonesian Notary Association No,  
078,251,973,0317

Work guidelines : Law No. 30 of 2004 concerning the  
Position of Notary Public in  
conjunction with Law No. 2 of 2014  
concerning amendments to Law No. 30  
of 2004 concerning the Position of  
Notary Public ("Notary Law"), and the  
Code of Ethics of the Indonesian  
Notary Association.

Appointment Letter : S.063a/CCS/VII/2025 dated July 10,  
2025

The scope of the Notary's duties in this Public Bond Offering  
is to draft the deeds of agreement related to the Public Bond  
Offering, in accordance with the Notary Law and the Code of  
Ethics of the Indonesian Notary Association.

**TRUSTEE**

**PT Bank Mega Tbk**

Bank Mega Tower, 16th Floor  
Jl. Kapten P. Tendean No. 12  
Jakarta, Indonesia

STTD : Capital Market Supervisory Agency Number  
20/STTD-WA/PM/2000 dated August 20, 2000

Work guidelines : Trustee Agreement and the Capital Market  
Law, as well as regulations relating to  
the duties of the Trustee.

Appointment Letter : S.063b/CCS/VII/2025 dated July 10, 2025

The scope of the Trustee's duties in this Public Offering is to represent the interests of the Bondholders both inside and outside the court regarding the exercise of the Bondholders' rights in accordance with the terms of the Bonds, with due observance of the provisions set forth in the Trustee Agreement and applicable laws and regulations.

In accordance with Bank Mega's Statement Letter No. 1977/CAMS-WA/25, the Trustee declares, among other things, that it has no credit and/or financing relationship with the Company exceeding 25% of the total amount of the bonds under trusteeship, in accordance with POJK No. 19/2020, from the signing of the Trustee Agreement until the Trustee's term of office.

**SECURITY RATING COMPANY**

**PT Pemeringkat Efek Indonesia (PEFINDO)**

Equity Tower Lt.30

Sudirman Central Business District, Lot 9

Jl. Jend. Sudirman Kav. 52 - 53

Jakarta Selatan 12190, Indonesia

Business Activity License: No. KEP-39/PM-PI/1994 dated August 13, 1994, concerning the Granting of a Business License in the Investment Advisory Sector to PT Pemeringkat Efek Indonesia (Pefindo).

Pefindo's scope of duties as a Securities Rating Company is to issue Bond ratings after carefully considering all relevant, accurate, and reliable data and information and to conduct periodic reviews of the rating results as required by applicable laws and regulations. Pefindo is also required to complete a review of published ratings in the event of material facts or significant events that could affect the published ratings, no later than 7 (seven) Business Days from the discovery of the material facts or significant events and issue a new rating if there is a rating change resulting from the review process.

The Capital Market Supporting Institutions and Professionals participating in this Bond Public Offering declare that they have no affiliation with the Company as defined in the UUP2SK.

## **XII. PROCEDURES FOR ORDERING BOND PURCHASES**

### **Registration of Bonds into Collective Custody**

The Bonds offered by the Company through this Public Offering have been registered with the Indonesian Central Securities Depository (KSEI) based on the KSEI Debt Securities Registration Agreement signed by the Company and KSEI. By registering the Bonds with KSEI, the following provisions apply to the Bonds offered:

- a. The Company will not issue Bonds in the form of certificates or instruments, except for Jumbo Bond Certificates, which are issued to be registered in the name of KSEI for the benefit of Bondholders. The Bonds will be administered electronically in Collective Custody at KSEI. The Bonds resulting from the Public Offering will then be credited to the Securities Account no later than the Issuance Date. KSEI will issue a Written Confirmation to the Securities Company or Custodian Bank as proof of registration of the Bonds in the Securities Account at KSEI. This Written Confirmation constitutes legal ownership of the Bonds recorded in the Securities Account;



- b. The transfer of ownership of Bonds is carried out by transfer between Securities Accounts at KSEI, which will then be confirmed to the Account Holder;
- c. Bondholders registered in the Securities Account are Bondholders entitled to Bond Interest payments, repayment of Bond Principal, voting in the GMB, and other rights inherent in the Bonds;
- d. Bond Interest payments and repayment of Bond Principal will be paid by KSEI, acting as the Paying Agent on behalf of the Company, to Bondholders through the Account Holders in accordance with the Bond Interest payment and Principal repayment schedules stipulated in the Trustee Agreement and/or Paying Agent Agreement. Bondholders entitled to Bond Interest paid during the relevant Bond Interest payment period are those whose names are recorded in the Bondholder Register 4 (four) Trading Days prior to the Bond Interest Payment Date, unless otherwise stipulated by KSEI or applicable laws and regulations;
- e. The right to attend the GMB is exercised by Bondholders by observing the original KTUR (Letter of Assignment) issued by KSEI to the Trustee. KSEI will freeze all Bonds held at KSEI, preventing them from being transferred/book-entryd from 3 (three) Business Days prior to the GMB's date (R-3)

until the end of the GMB, as evidenced by notification from the Trustee.

- f. Parties wishing to subscribe to Bonds must open a Securities Account with a Securities Company or Custodian Bank that holds a Securities Account at KSEI.

### **Eligible Bookers**

Individual Indonesian citizens and individual foreign citizens, regardless of their domicile, as well as Indonesian or foreign business entities or institutions, regardless of their domicile, are entitled to purchase Bonds as stipulated in Regulation No. IX.A.7.

### **Bond Purchase Order**

Bond purchase orders are made using a pre-printed Bond Order Form (FPP0) available for this purpose, which can be obtained from the Bond Underwriter's office as stated in Chapter XII of this Additional Information, either in hardcopy or electronically via email. Submitted orders cannot be canceled by the subscriber. Once the FPP0 has been completed and signed by the subscriber, a scanned copy of the FPP0 must be returned, either in hardcopy or electronically via email, to the Bond Underwriter from whom the subscriber obtained the Additional Information and FPP0.

Each party is only entitled to submit one FPPO, and the subscriber must submit it along with a photocopy of their identity card (KTP/passport for individuals and articles of association for legal entities) and proof of membership as a stock exchange member, along with payment of the order amount. For foreign buyers, in addition to attaching a photocopy of their passport, the FPPO must clearly and completely state the name and overseas address and/or legal domicile of the buyer, and must also make payment for the order amount.

The Bond Underwriter reserves the right to reject a Bond purchase order if the Bond purchase order violates the provisions of the FPPO.

**Minimum Order Amount**

Bond purchase orders must be made in a minimum amount of one trading unit, amounting to IDR 5,000,000 (five million Rupiah) and/or multiples thereof.

**Bond Public Offering Period**

The Bond Public Offering Period will be held from August 27, 2025, to August 28, from 9:00 a.m. to 4:00 p.m. WIB each day.

**Bond Purchase Order Submission Location**

During the Bond Public Offering Period, subscribers must submit Bond purchase orders by submitting a Bond Purchase Order Form (FPPO) during business hours from 9:00 a.m. to 4:00 p.m. WIB to the Bond Underwriters, as set out in Chapter XI of this Supplementary Information, at the location where they obtained the Additional Information and FPPO.

**Bond Subscription Receipt**

The Bond Underwriters who receive the Bond purchase order will return to the subscriber one (1) signed copy of the FPPO, either in hard copy or electronically (soft copy), via email, as proof of receipt of the Bond purchase order. Proof of receipt of a Bond purchase order does not constitute a guarantee that the order will be fulfilled.

**Bond Allotment**

Allotment will be conducted in accordance with Regulation No. IX.A.7. If the total number of Bonds subscribed exceeds the number of Bonds offered, the allotment will be determined by the discretion of each Bond Underwriter in accordance with their respective underwriting portions. The Allotment Date is August 29, 2025.

No party is prohibited from directly or indirectly submitting more than one Bond subscription for this Bond Public Offering. In the event of an oversubscription of Bonds and it is proven that a particular party has submitted Bond subscriptions through more than one Bond Subscription Facility for this Bond Public Offering, either directly or indirectly, for allotment purposes, the Allotment Manager may only include the first Bond Subscription Facility submitted by the relevant subscriber.

The Bond Underwriter will submit a Bond Public Offering Results Report to the Financial Services Authority (OJK) no later than 5 (five) Business Days after the Allotment Date in accordance with Regulation No. IX.A.2.

The Allotment Manager will submit an Accountant's Audit Report to the OJK regarding the fairness of the allotment process, guided by Regulation No. VIII.G.12, Attachment to the Decree of the Chairman of Bapepam No. Kep-17/PM/2004 dated April 13, 2004, concerning Guidelines for Audits by Accountants for Securities Subscriptions and Allotments or Bonus Share Distributions, and Regulation No. IX.A.7, no later than 30 days after the end of the Bond Public Offering Period.

#### **Bond Subscription Payment**

Buyer can make payments, either in cash or by bank transfer, addressed to the Bond Underwriter where they submitted their subscription. The funds must be effectively in the Bond Underwriter's account no later than September 1, 2025 (in good funds) and directed to the account below:

PT BCA Sekuritas

Bank BCA

Thamrin Branch

Account No. : 2063176222

A/n PT BCA Sekuritas

PT BNI Sekuritas

Bank BNI

Mega Kuningan Branch

Account No. : 788-8899-787

A/n PT BNI Sekuritas

PT Ina Sekuritas

Bank SMBC Indonesia

Indonesia

BTPN Tower Branch Jakarta

Account No. : 1011607201

A/n PT Ina Sekuritas Indonesia

PT Indo Premier

Bank Permata

Sekuritas

Cabang Sudirman Jakarta

No. Rekening : 0701392302

A/n PT Indo Premier Sekuritas

PT Mandiri Sekuritas

Bank Mandiri

Jakarta Sudirman Branch

Account No. : 1020005566028

A/n PT Mandiri Sekuritas

All bank fees, charges, and transfer fees are the responsibility of the buyer. Buyer will be cancelled if payment requirements are not met.

The Bond Underwriters are required to make payment to the Company no later than September 2, 2025.

#### **Electronic Bond Distribution**

The electronic distribution of the Bonds will take place on September 2, 2025. The Company is required to issue a Jumbo Bond Certificate to be submitted to the Indonesian Securities Exchange Commission (KSEI) and instruct KSEI to credit the Bonds to the Joint Lead Underwriter's Securities Account at KSEI. Upon execution of this instruction, the distribution of the Bonds becomes the sole responsibility of the Joint Lead Underwriter and KSEI. The Joint Lead Underwriter will then instruct KSEI to

transfer the Bonds from the Joint Lead Underwriter's Bond Account to the Joint Lead Underwriter's Securities Account in accordance with the payments made by the Joint Lead Underwriter according to their respective underwriting divisions. Upon completion of the distribution of the Bonds to the Joint Lead Underwriter, the responsibility for the distribution of the Bonds becomes solely the responsibility of the Joint Lead Underwriter.

#### **Refund of Order Funds**

By considering to the provisions regarding allotment, if a Bond subscription is rejected in whole or in part due to the allotment process, or if the Public Offering is canceled due to failure to meet IDX listing requirements, and the Bond subscription payments have been received by each Bond Underwriter or Bond Underwriter and have not yet been paid to the Company, each Bond Underwriter or Bond Underwriter is responsible for refunding the subscription payments to the Bond subscribers no later than 2 (two) Business Days after the Allotment Date or the announcement of the cancellation of the Public Offering. Refunds to subscribers can be made by transfer to an account in the subscriber's name or through other payment instruments, such as checks or giro, which can be collected directly by the subscriber



at the office of the Bond Underwriter or Bond Underwriter where the subscriber obtained Additional Information and FPP0. If the Bonds cannot be listed on the Stock Exchange within 1 (one) Business Day after the Distribution Date due to non-fulfillment of the listing requirements, the Bond offering shall be null and void, and the Bond subscription payments must be returned to the Bond subscribers by the Company through KSEI no later than 2 (two) Business Days from the announcement of the cancellation of the Public Offering, as stipulated in Regulation No. IX.A.2.

Any party who fails to return the subscription fees to the Bond subscribers, resulting in a delay in the refund, shall be required to pay the Bond subscribers a penalty of 1% (one percent) per annum above the Bond Interest rate for each Bond series for each day of delay, based on the amount of the late payment, with 1 (one) year equal to 360 (three hundred and sixty) Calendar Days and 1 (one) month equal to 30 (thirty) Calendar Days.

In the event that the refund of the payment for the order has been fulfilled to the orderers by means of transfer via the orderers' accounts within 2 (two) Working Days after the Allotment Date or since the announcement of the cancellation of the Public Offering, then the Bond Underwriter or Bond

Underwriter or the Company is not required to pay interest and/or fines to the Bond orderers.

### XIII. DISSEMINATION OF ADDITIONAL INFORMATION AND FPPO

Additional Information and FPPO can be obtained from August 27, 2025, to August 28, 2025, via email to the Underwriters below:

#### BOND ISSUANCE UNDERWRITERS

<b>PT BCA</b>	<b>PT BNI</b>	<b>PT Ina Sekuritas</b>
<b>Sekuritas</b>	<b>Sekuritas</b>	<b>Indonesia</b>
Menara BCA, Grand Indonesia, 41st floor Jl. MH Thamrin No. 1 Jakarta 10310 Phone: (021) 2358 7222 Fax: (021) 2358 7250 / 2358 7300 Email: dcm@bcasekuritas.co. id	Sudirman Plaza, Indofood Tower, 16th floor Jl. Jend. Sudirman Kav. 76-78 Jakarta 12190 Phone: (021) 2554 3946 Fax: (021) 5793 6934 Email: dcm@bnisekuritas.co. id	Wisma Indocement, 3 <sup>rd</sup> floor Jl. Jend Sudirman Kav 70-71 Jakarta 12910 Phone: (021) 2510 125 Fax: (021) 2510 126 Email: cf@inasekuritas.c om

**PT Indo Premier**

**Sekuritas**

Pacific Century Place,

16<sup>th</sup> floor

Jl. Jend. Sudirman

Kav. 52-53

Jakarta 12190

Phone: (021) 5088 7168

Fax: (021) 5793 1072

Email: [fixed.income@ipc.co.id](mailto:fixed.income@ipc.co.id)

**PT Mandiri**

**Sekuritas**

Menara Mandiri I,

24th-25th Floor

Jl. Jend. Sudirman

Kav. 54-55

Jakarta 12190

Phone: (021) 526 3445

Fax: (021) 526 3507

Email: [divisi-fi@mandirisekuritas.co.id](mailto:divisi-fi@mandirisekuritas.co.id)

#### **XIV. LEGAL OPINION**

The following is a copy of the Legal Opinion regarding all matters relating to the Company, in the context of the Public Offering of Bank SMBC Indonesia's Continuous Bonds V Phase III Year 2025 through this Additional Information, which has been prepared by the Legal Consultant.