

SCHEDULE

Effective Date	:	June 27, 2024
Public Offering Period of Bonds	:	December 11 - 12, 2024
Allotment Date	:	December 13, 2024
Order Refund Date	:	December 16, 2024
Bond Distribution Date ("Issue Date")	:	December 17, 2024
Bond Listing Date on the Indonesian Stock Exchange	:	December 18, 2024

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THIS PUBLIC OFFERING IS A SECOND 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

domiciled in Jakarta Selatan, Indonesia

MAIN BUSINESS ACTIVITIES:

Conducting business as a Commercial Bank

Head Office:

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Jakarta Selatan 12950

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Office Network as of

September 30, 2024:

1 head office, 9 non-operational regional offices, 58 branch offices, 187 sub-branch offices, 1 operational functional office, and 214 ATMs

E-mail:
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) ("BONDS")**

The Bond consists of 2 (two) Series, which are Series A Bond and Series B Bond that are issued scripless. The Bond provides the public with the option to choose the desired bond series as follows:

Series A : The amount of Series A Bond offered is IDR 429,910,000,000,- (four hundred twenty nine billion nine hundred ten million Rupiah) with Bond

Interest of 6.70% (six point seven zero percent) per year. The term of the Bond is 3 (three) years from the Issuance Date. Payment of the Bond will be made in full (bullet payment) on the due date.

Series B : The amount of Series B Bond offered is IDR 966,505,000,000,- (nine hundred sixty six billion five hundred five million Rupiah) with Bond Interest of 6.95% (six point nine five percent) per year. The term of the Bond is 5 (five) years from the Issuance Date. Payment of the Bond will be made in full (bullet payment) on the due date.

The Bond is offered at a value of 100% (one hundred percent) of the Principal Amount. Bond Interest is paid quarterly (3 months), according to the Bond Interest payment date. The first Bond Interest payment for each series will be made on March 17, 2025, while the last Bond Interest payment and the Bond maturity date will be on December 17, 2027 for Series A and December 17, 2029 for Series B.

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

IMPORTANT TO NOTE

THIS BOND SHALL NOT BE SECURED BY ANY SPECIAL COLLATERAL, BUT SHALL BE SECURED BY ALL OF THE COMPANY'S ASSETS, BOTH MOVABLE AND IMMOVABLE ASSETS, WHETHER THOSE EXISTING OR WILL EXIST IN THE FUTURE, AS COLLATERAL FOR THE BONDHOLDERS IN ACCORDANCE WITH THE PROVISIONS IN ARTICLE 1131 AND 1132 OF THE CIVIL CODE. THE RIGHTS OF THE BONDHOLDERS SHALL RANK PARI PASSU WITHOUT PREFERENCE WITH THE RIGHTS OF THE COMPANY'S OTHER EXISTING AND

FUTURE CREDITORS, EXCEPT FOR THE RIGHTS OF THE COMPANY'S CREDITORS THAT ARE SPECIFICALLY SECURED BY THE COMPANY'S EXISTING AND FUTURE ASSETS. FURTHER INFORMATION REGARDING THE BOND CAN BE SEEN IN CHAPTER I OF THIS ADDITIONAL INFORMATION.

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

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

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

IN THE CONTEXT OF ISSUANCE OF THIS SHELF REGISTERED BONDS V, THE COMPANY HAS OBTAINED RATING RESULTS FROM PT PEMERINGKAT EFEK INDONESIA ("PEFINDO") WITH A RATING OF:

idAAA (TRIPLE A)

FURTHER INFORMATION CAN BE SEEN IN CHAPTER I IN THIS
ADDITIONAL INFORMATION.

This Bond will be listed on the Indonesian Stock Exchange
This Bond Offering is supported with full commitment

JOINT LEAD UNDERWRITERS



**PT
Aldiracita
Sekuritas
Indonesia**



**PT BCA
Sekuritas**



**PT Ina
Sekuritas
Indonesia**

INDOPREMIER

**PT Indo
Premier
Sekuritas**



**PT Mandiri
Sekuritas**

TRUSTEE

PT BANK MEGA Tbk.

This Additional Information was issued in Jakarta on

December 11, 2024.

The Company has submitted a Registration Statement (as defined below) to the Financial Services Authority ("OJK") in the context of a 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. 32/2015 and POJK no. 33/2015, which is the implementing regulation of Law of the Republic of Indonesia no. 8 of 1995 concerning Capital Markets as partially amended by Law of the Republic of Indonesia no. 4 of 2023 concerning Development and Strengthening of the Financial Sector ("**UUPPSK**").

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 IDR355,060,000,000,- (three hundred fifty five billion sixty million Rupiah).

The Company plans to issue and offer Shelf Registered Bonds V Bank SMBC Indonesia Phase II Year 2024 with a Principal Bond amount of Rp1,396,415,000,000,- (one trillion three hundred ninety six billion four hundred fifteen million Rupiah) which will be listed on the IDX in accordance with the Debt Securities Principle Approval with Letter No. S-043/BEI.PP1/05-2024 dated May 6, 2024. If the listing requirements are not fulfilled, the Public Offering of Bonds will be null and void and the order money that has been 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 Decision of the Chairman of Bapepam and LK No. KEP-122/BL/2009 dated 29 May 2009 concerning Registration Procedures for Public Offerings ("**Regulation No. IX.A.2**").

Capital Market Supporting Institutions and Professions in the context of this Public Offering of Bonds 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, and their respective codes of ethics, norms, and professional standards.

In connection with this Public Offering of Bonds, any affiliated party is prohibited from providing information or statements regarding data that is not disclosed in this Additional Information, without first obtaining written approval from the Company and the Underwriters of the Bond Issuance.

The Capital Market Supporting Institutions and Professions in the context of this Public Offering of Bonds firmly state that they do not have an Affiliated relationship with the Company in accordance with the definition in the UUPM as amended by the UUPPSK.

THIS PUBLIC OFFERING OF BONDS IS NOT REGISTERED UNDER ANY LAWS OR REGULATIONS OTHER THAN THOSE APPLICABLE IN INDONESIA. IF ANYONE OUTSIDE OF INDONESIA RECEIVES THIS ADDITIONAL INFORMATION, THEN THE DOCUMENT IS NOT INTENDED AS AN OFFER TO PURCHASE BONDS, UNLESS THE OFFER AND PURCHASE OF BONDS DOES NOT CONTRARY TO OR DOES NOT CONSTITUTE A VIOLATION OF THE LAWS AND REGULATIONS OF THE STOCK EXCHANGE IN THE COUNTRY OR JURISDICTION OUTSIDE OF 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 AN 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 Adverse Effect" means a material adverse change or a development or event involving the possibility of a material adverse change to the financial, operational and legal condition of the Company and its Subsidiaries on a consolidated basis that may affect the Company's ability to fulfill and perform 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 Declaration of Shelf-Registered Public Offering of Shelf-Registered Bonds V, the Trustee Agreement, the Debt Acknowledgment, the Bond Underwriting Agreement, the Paying Agent Agreement, the Debt Securities Registration Agreement at KSEI, the IDX Principle Approval, and the documents of the Bonds Issuance Registration Statement 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, Initial Prospectus, and Abridged 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 set out 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.

“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” means the Public who owns the beneficial interest in part or all of the Bonds deposited and administered in:

(1) Securities Account at KSEI; and/or

(2) Securities Account at KSEI through a Custodian Bank or Securities Company.

“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 BTPN Phase I Year 2024 No. 63 dated June 24, 2024, 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 Aldiracita Sekuritas Indonesia, PT BCA 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 Aldiracita Sekuritas Indonesia, PT BCA 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.

“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. 52 dated 29 November 2024, 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 Bank SMBC Indonesia Phase II Year 2024 No. 53 dated 29 November 2024, 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 Trusteeship Agreement for Continuous Bonds V Bank SMBC Indonesia Phase II Year 2024 No. 50 dated 29 November 2024, made before Ashoya Ratam, SH, MKn, Notary in Jakarta.

“Debt Securities Registration Agreement at KSEI” means an agreement made between the Company and KSEI as stated in the Debt Securities Registration Agreement at KSEI No. SP-113/OBL/KSEI/1024 dated 29 November 2024 made under stamp duty.

“Registration Statement” means the document required to be submitted to OJK by the Company in connection with the Shelf Registration Bond V Shelf Registration Public Offering.

“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.

“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.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 Continuous Public Offerings, based on the Bonds owed from time to time with a nominal value of Rp1,396,415,000,000,- (one trillion three hundred ninety-six billion four hundred and fifteen 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 each Bond series and/or the implementation of a buyback as repayment of the Bonds as evidenced by the Bond Jumbo

Certificate, taking into account 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.

“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 December 17, 2024.

“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 the Bonds are allotted in the event that the number of requests for Bonds 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) Business Days after the end of the Public Offering Period.

“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, Supplement 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.

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.

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 II Year 2024.

Principal Amount of Bonds : The total principal value of the bonds to be issued is Rp. 1,396,415,000,000,- (one trillion three hundred ninety six billion four hundred and fifteen million Rupiah), which is divided into 2 (two) series, with the following provisions:

Series A : The amount of Series A Bonds offered is Rp429,910,000,000,- (four hundred twenty

nine billion nine hundred ten million Rupiah) with Bond Interest of 6.70% (six point seven zero percent) per year. The term of the Bonds is 3 (three) years from the Issuance Date. Payment of the Bonds is made in full (bullet payment) on the due date; and

Series B : The amount of Series B Bonds offered is Rp966,505,000,000,- (nine hundred sixty six billion five hundred and five million Rupiah) with Bond Interest of 6.95% (six point ninety five percent) per year. The Bond term is 5 (five) years from the Issuance Date. Bond payments are made in full (bullet payment) on the due date.

Bond Series and Term : Series A : 3 (three) years; and

Series B : 5 (five) years.

Bond Interest Rate : Series A : 6.70% (six point seven zero percent; and

Series B : 6.95% (six point nine five percent).

Bond Interest is paid quarterly (3 months), according to the Bond Interest payment date. The first Bond Interest payment for each series will be made on March 17, 2025, while the last Bond Interest payment and the Bond maturity date will be on December 17, 2027 for Series A and December 17, 2029 for Series B.

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 will be collateral for the Bondholders in accordance with the

provisions of Article 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 applicable laws and regulations.

Rating Result : idAAA (Triple A) from Pefindo.

Trustee : PT Bank Mega Tbk.

OBLIGATIONS THAT WILL MATURE WITHIN 3 MONTHS

(In millions Rupiah)

Description	October 2024	November 2024	December 2024
Liabilities			
Deposit	42,990,817	8,426,763	5,003,735
Liabilities	106,724	93,150	121,711
Derivatives			

Description	October 2024	November 2024	December 2024
Liabilities acceptance	555,603	1,130,643	100,408
Loans received	667,125	3,718,865	906,596
Liabilities rent	1,804	388	9,862
Other liabilities	497,636	29,344	1,805
Amount Liabilities	44,819,709	13,399,153	6,144,117

SECURITIES IN THE NATURE OF DEBT WHICH HAVE NOT MADE DUE

(In millions Rupiah)

Series	Nominal Value	Fixed Interest Rate	Maturity Date
Shelf Registered Bonds V Phase I Series A	114,755	7.00%	5 July 2027
Shelf Registered Bonds V Phase I Series B	240,305	7.10%	5 July 2029
Shelf Registered Bonds I Oto Multiartha Phase I Series A	315,000	6.35%	7 July 2026
Shelf Registered Bonds I Oto Multiartha Phase I Series B	185,000	6.50%	7 July 2028
Shelf Registered Bonds I Oto Multiartha Phase II Series A	255,270	6.55%	14 September 2025
Shelf Registered Bonds I Oto Multiartha Phase II Series B	114,705	6,90%	4 September 2027

Series	Nominal Value	Fixed Interest Rate	Maturity Date
Shelf Registered Bonds I Oto Multiartha Phase II Series C	330.025	7,10%	4 September 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 PROCEEDS FROM THE PUBLIC OFFERING

All funds obtained from the Public Offering of Bonds, after deducting Issuance costs, will be used for business growth in the form of providing credit.

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

OVERVIEW OF IMPORTANT FINANCIAL DATA

The table below presents an overview of the Company's important financial data sourced from the Company's financial statements for the period (i) as of and for the nine-month period ended September 30, 2024 (unaudited) 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 January 8, 2024 signed by Novie, S.E., CPA (Public Accountant Registration No. AP.1212) (ii) as of and for the years ended December 31, 2023 and 2022 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 IAPI, with an unmodified opinion in the report dated May 8, 2024.

Statement of Consolidated Financial Position

(In million Rupiah)

	September 30,	December 31,	
	2024*	2023	2022
Total Assets	228,584,377	201,448,392	209,169,704
Total Liabilities	165,128,730	150,244,468	159,913,419
Total Equity	53,707,497	41,283,104	39,413,024

*unaudited

CONSOLIDATED STATEMENTS OF PROFIT OR LOSS AND OTHER

(In million Rupiah)

	Nine-month period ended		Year ended	
	September 30		December 31	
	2024*	2023	2023	2022
Interest and sharia income	17,219,874	14,048,555	18,815,673	15,899,646
Interest and sharia expenses	(6,236,660)	(5,052,413)	(6,771,610)	(4,221,331)
Net Operating Income	3,185,064	3,072,693	3,461,035	4,657,676
Net Profit	2,294,932	2,395,264	2,682,484	3,629,564
Other Comprehensive Income for the Year, Net of Income Tax	(41,910)	47,084	18,348	(154,602)

*unaudited

FINANCIAL RATIOS

	September 30,	December 31,	
	2024*	2023	2022
CAPITAL	29.77%	30.31%	27.42%

	September 30,	December 31,	
	2024*	2023	2022
CAR by taking into account credit & operational risk			
CAR by taking into account credit, operational and market risks	30.15%	29.90%	27.29%
ASSET QUALITY			
Non-performing earning assets to total earning assets	1.05%	0.68 %	0.68%
Non-performing earning assets and nonperforming non-productive assets to total earning assets and non-productive assets	1.06%	0.68 %	0.68%
CKPN of financial assets to earning assets	2.84%	2.46 %	1.85%
RENTABILITY			
ROA	1.73%	1.73%	2.36%
ROE	6.58%	6.54%	9.15%
NIM	6.82%	6.45%	6.32%
Total liabilities to total equity (x)	3.07	3.88	4.31

	September 30,	December 31,	
	2024*	2023	2022
Total liabilities to total assets (x)	0.72	0.80	0.81
EFFICIENCY LEVEL			
BOPO	83.50%	83.72%	75.05%
CIR	55.22%	52.69%	49.79%
CREDIT QUALITY			
NPL - gross	2.16%	1.36%	1.43%
NPL - net	0.88%	0.40%	0.44%
LIQUIDITY			
LDR	153.3%	142.68%	126.66%
COMPLIANCE			
Percentage of BMPK violation	0.00%	0.00%	0.00%
<u>GWM of the Company</u>			
Rupiah			
Primary GWM	6.07%	8.30%	8.20%
PLM GWM	22.4%	9.49%	10.91%
Foreign Currency			
Foreign Currency GWM	4.02%	4.02%	4.02%
<u>Subsidiary Company GWM</u>			

	September 30,	December 31,	
	2024*	2023	2022
Rupiah			
Total GWM	4.95%	5.54%	5.77%
PDN	1.2%	0.52%	0.33%

*unaudited

SHARE OWNERSHIP AND CAPITAL STRUCTURE OF THE COMPANY

Based on the Deed of Statement of Resolutions of the Company's Annual General Meeting of Shareholders No. 55 dated March 21, 2024, made before Ashoya Ratam, S.H., M.Kn., Notary in Jakarta, as approved by the Minister of Law and Human Rights based on Decree No. AHU-AH.01.03-0069408 dated March 21, 2024 ("**Deed No. 55/2024**"), the Deed of Statement of Resolutions of the Company's Extraordinary General Meeting of Shareholders No. 43 dated August 29, 2024, made before Ashoya Ratam, S.H., M.Kn., Notary in Jakarta, as approved by the Minister of Law and Human Rights based on Decree No. AHU-0054625.AH.01.02.YEAR 2024 dated 29 August 2024 ("**Deed No. 43/2024**") and the Company's Share Ownership Report as of 30 September 2024 issued by PT Datindo Entrycom, the Company's latest capital structure and shareholder composition are as follows:

Share capital with a nominal value of IDR 20 per share			
	Total Shares	Nominal Value (IDR)	%
Authorized Capital	15,000,000,000	300,000,000,000	
Issued and Fully Paid-up Capital			
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%
Ongki Wanadjati Dana	860,804	17,216,080	0.008%
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%
Darmadi Sutanto	90,620	1,812,400	0.001%
Kaoru Furuya	4,500	90,000	0.000%
Atsushi Hino	1,500	30,000	0.000%
Keishi Kobata	1,500	30,000	0.000%
Public (each <5%)	829,741,814	16,594,836,280	7.794%
Total Issued and Fully Paid-up Capital	10,645,945,748	212,918,914,960	100.00%

Number of Shares in

Portepel	4,354,054,252	87,081,085,040
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COMPANY BUSINESS PROSPECTS

The Company officially became a bank resulting from the merger between PT BANK BTPN Tbk and PT Bank Sumitomo Mitsui Indonesia (BSMI) on February 1, 2019 and offers more complete financial services for the entire spectrum of individual and business customers, from large corporations in major urban areas to medium and micro businesses and communities in rural areas. The Company is a bank that serves productive underprivileged communities (mass market), MSMEs, large corporations and retail supported by digital technology. The Company is currently headquartered in Jakarta with branches in more than 300 cities throughout Indonesia.

The Company offers various banking services through several of its business units. First, is Corporate Banking which is a business unit resulting from the merger with BSMI. Second, is Mitra Bisnis/SME which serves small and medium business customers. Third, Retail Banking which includes Retail Lending (consisting of Purna Bakti which focuses on the retiree and pre-retiree segments, and Mikro which serves micro-entrepreneur customers), Sinaya/Wealth Management Business which focuses on the growth of third-party funds and wealth management from the middle to upper income individual segment, and Jenius to answer

the needs of urban customers who are more fluent in using smartphones.

To strengthen its commitment as a provider of comprehensive financial solutions for customers, as part of its growth strategy, in 2024, the Company has realized the plan to acquire 51% of shares in PT Oto Multiartha (OTO) and PT Summit Oto Finance (SOF) (hereinafter referred to as "OTO Group") by conducting a rights issue in March 2024. This acquisition will strengthen the synergy between Bank SMBCI and OTO Group in capturing growth opportunities in the four-wheeled and two-wheeled vehicle financing market in Indonesia. The joining of Bank SMBCI as a new shareholder is a positive step so that OTO Group can continue to present financing products and services that are increasingly comprehensive and increasingly relevant to the community. Currently, OTO Group is headquartered in Jakarta with more than 400 branch offices throughout Indonesia.

The Company carries out its community activities through the Corporate Social Responsibility (CSR) program. The Company integrates its social programs as part of its business activities. So that the motto "Together, we create opportunities for growth and a more meaningful life" is not only the Company's social activity - but is an inseparable part of daily banking business activities 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, the direction of monetary policy influenced by the outlook for disinflation and slowing economic growth in developed countries, as well as geo-economic and trade fragmentation are some of the things that are of concern to the market. Based on estimates from Bank Indonesia, world growth in 2024 is forecast to grow by 3.2% with a slowing trend. Global inflation is on a downward trend, thus encouraging convergence of monetary policy easing, especially in developed countries. For domestic, Bank Indonesia forecasts economic growth in 2024 to be in the range of 4.7-5.5% and increase in 2025. The domestic inflation rate continued its decline until September 2024 at 1.84% yoy with core inflation of 2.09% yoy. This level is within Bank Indonesia's target of 1.5% to 3.5%. Core inflation is expected to be maintained along with inflation expectations anchored within the target, the economy's capacity is still large and can respond to domestic demand, imported inflation is controlled in line with the Rupiah exchange rate stabilization policy. The stability of the Rupiah exchange rate is maintained in accordance with the policy commitment taken by Bank Indonesia. The Rupiah exchange rate is expected to be stable in line with attractive yields, low inflation, and the continued good prospects for Indonesia's economic growth. Globally, interest rates have started their downward trend, Bank Indonesia has also lowered its policy interest rate to 6.00% in September 2024. Bank Indonesia continues to monitor the room for lowering the policy interest rate while still paying attention to the

prospects 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 credit distribution, continued reallocation of liquid assets to credit by banks, and support from KLM Bank Indonesia. On the demand side, credit growth is supported by maintained corporate business performance. Sectorally, credit growth in the majority of economic sectors remains strong, especially in the Business Services, Trade, Industry, Mining, and Transportation sectors. Based on usage groups, growth in working capital credit, consumer credit, and investment credit, respectively, was 10.01% yoy, 10.88% yoy, and 12.26% yoy in September 2024. Sharia financing grew by 11.37% yoy, while MSME credit grew by 5.04% yoy. In addition, banking liquidity remains adequate, reflected in the high ratio of Liquid Assets to Third Party Funds in September 2024 at 25.40%. The banking capital adequacy ratio in August 2024 was recorded at 26.69% and the banking non-performing loan ratio in August 2024 was maintained at a low level of 2.26% (gross) and 0.78% (net). By utilizing the potential for economic growth and banking industry credit, the Company will focus on growing credit distribution by setting a risk appetite that is in line with the required objectives and through the value chain, growing the retail customer base by optimizing distribution channels, as well as cross-business line collaboration and strategic partnerships with the market ecosystem. The Company also continues its CASA growth strategy and increases fee-based income, including through foreign exchange (forex), digital

solutions and wealth management through Jenius for retail customers, trade and cash management for corporate customers.

I. PUBLIC OFFERING



PT BANK SMBC INDONESIA Tbk

MAIN BUSINESS ACTIVITIES

Conducting business as a Commercial Bank
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;

E-mail:

corporate.secretary@smbci.com

Office Network as of

September 30, 2024:

1 head office, 9 non-
operational regional
offices, 58 branch
offices, 187 sub-branch
offices, 1 operational
functional office, and
214 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 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) ("BONDS")

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

Series A : The amount of Series A Bonds offered is Rp429,910,000,000,- (four hundred twenty nine billion nine hundred ten million Rupiah) with Bond Interest of 6.70% (six point seven zero percent) per year. The term of the Bonds is 3 (three) years from the Issuance Date. Payment of the Bonds is made in full (bullet payment) on the due date.

Series B : The amount of Series B Bonds offered is Rp966,505,000,000,- (nine hundred sixty six billion five hundred five million Rupiah) with Bond

Interest of 6.95% (six point nine five percent) per year. The term of the Bonds is 5 (five) years from the Issuance Date. Payment of the Bonds is made in full (bullet payment) on the due date

Bond Interest is paid quarterly (3 months), according to the Bond Interest payment date. The first Bond Interest payment for each series will be made on March 17, 2025, while the last Bond Interest payment and the Bond maturity date will be on December 17, 2027 for Series A and December 17, 2029 for Series B.

The Underwriters of the Bond Issuance guarantee full commitment to this Public Offering of Bonds.

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 the submission of the Registration Statement to the OJK;
- ii. Has never experienced a default during the last 2 (two) years prior to the Registration Statement in the context of the Public Offering of Shelf Registered Bonds V Bank BTPN Phase I Year 2024;
- iii. Shelf Registered Bonds V Bank BTPN Phase I Year 2024 is a debt security and has a rating result that is included in the top 4 (four) ratings category which is the order of the

4 (four) best ratings and is included in the investment grade rating category based on the standards owned by the 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 last Public Offering of Shelf Registered Bonds V is submitted to the OJK no later than the second anniversary since the Registration Statement becomes Effective.

The Company declares that it has fulfilled the requirements in point ii above in accordance with the Statement of Never Having Experienced Default dated November 29, 2024.

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 II Year 2024

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 Rp. 1,396,415,000,000,- (one trillion three hundred ninety six billion four hundred and fifteen million Rupiah), which is divided into 2 (two) series, with the following provisions:

Series A : The amount of Series A Bonds offered is Rp429,910,000,000,- (four hundred twenty nine billion nine hundred ten million Rupiah) with Bond Interest of 6.70% (six point seven zero percent) per year. The term of the Bonds is 3 (three) years from the Issuance Date. Payment of the Bonds is made in full (bullet payment) on the due date; and

Series B : The amount of Series B Bonds offered is Rp966,505,000,000,- (nine hundred sixty six billion five hundred five million Rupiah) with Bond Interest of 6.95% (six point nine five percent) per year. The term of the Bonds is 5 (five) years from the Issuance Date. Payment of the Bonds is made in full (bullet payment) on the due date.

The Principal Amount of the Bonds may be reduced in connection with the repayment of the Principal of each Bond series and/or buyback as repayment of the Bonds as evidenced by the Jumbo Bond Certificate in accordance with the provisions of Article 5 of the Trustee Agreement. The amount that must be paid by the Company on the Principal Repayment Date of the Bonds is at the same price as the Principal amount of the Bonds written in the Written Confirmation owned by the Bondholder on the Principal Repayment Date of the Bonds.

The nature and amount of the Bond Interest rate is a fixed interest rate. Bond Interest is paid quarterly, calculated from the Issuance Date in accordance with the payment date of each Bond Interest. In the event that the Bond Interest Payment Date

falls on a day that is not an Exchange Day, then the Bond Interest is paid on the following Exchange Day without being subject to a Penalty.

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

Interest-	Series A	Series B
1	March 17, 2025	March 17, 2025
2	June 17, 2025	June 17, 2025
3	September 17, 2025	September 17, 2025
4	December 17, 2025	December 17, 2025
5	March 17, 2026	March 17, 2026
6	June 17, 2026	June 17, 2026
7	September 17, 2026	September 17, 2026
8	December 17, 2026	December 17, 2026
9	March 17, 2027	March 17, 2027
10	June 17, 2027	June 17, 2027
11	September 17, 2027	September 17, 2027
12	December 17, 2027	December 17, 2027
13	-	March 17, 2028

Interest-	Series A	Series B
14	-	June 17, 2028
15	-	September 17, 2028
16	-	December 17, 2028
17	-	March 17, 2029
18	-	June 17, 2029
19	-	September 17, 2029
20	-	December 17, 2029

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 who are entitled to Bond Interest are Bondholders whose names are recorded in the Account Holder List 4 (four) Business Days before the Bond Interest Payment Date unless otherwise determined by KSEI in accordance with the KSEI Regulation on Central Custodian

Services, Attachment to the Decision of the Board of Directors of KSEI No. KEP-0013/DIR/KSEI/0612 dated June 11, 2012 ("KSEI Regulation"). Thus, if a Bond transaction occurs within 4 (four) Business Days before the Bond Interest Payment Date, the Bond buyer who receives the transfer of the Bond is not entitled to Bond Interest during the relevant Bond Interest period unless otherwise determined by KSEI in accordance with the applicable KSEI provisions;

- ii. Bond Interest will be paid by the Company through KSEI as the Payment Agent to Bondholders through Account Holders on the relevant Bond Interest Payment Date based on the List of Account Holders;
- iii. Payment of Bond Interest to Bondholders through Account Holders is carried out 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, taking into account the Paying Agent Agreement, thus

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

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 Rp1 (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 Rp5,000,000 (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;
 - j. the maximum amount of funds to be used for the repurchase;
 - k. the range of the number of Bonds to be repurchased;
 - l. the price or price range offered for the repurchase of Bonds;
 - m. transaction settlement procedures;
 - n. requirements for Bondholders to submit a sell offer;
 - o. procedures for submission of bids by Bondholders;
 - p. procedures for the repurchase of Bonds; and
 - q. Affiliation relationship between the Company and the 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 bought back;
- 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) daily newspaper.
 - b. 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) 1 (one) daily newspaper.

- 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
- iii) 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 who are entitled to Bond Interest are Bondholders whose names are recorded in the List of Account Holders 4 (four) Business Days before the Bond Interest Payment Date, unless otherwise determined by KSEI in accordance with KSEI Regulations. Thus, if a Bond transaction occurs within 4 (four) Business Days before the Bond Interest Payment Date, the Bond buyer who receives the transfer of the Bond is not entitled to Bond Interest during the relevant Bond Interest period, unless otherwise determined by KSEI in accordance with applicable KSEI provisions.
- iii. If the Company fails to submit sufficient funds for payment of Bond Interest and repayment of Bond Principal after the Bond Interest Payment Date or Bond Repayment Date has passed, the Company must pay a Fine. The fine is calculated daily based on the number of days missed, namely 1 (one) year is 360 (three hundred and sixty) Calendar Days and 1 (one) month is 30 (thirty) Calendar Days. The fine paid by the Company which is the right of the Bondholder by the Paying Agent will be given to the Bondholder proportionally based on the amount of Bonds they own.
- iv. Bondholders, either individually or jointly, who represent at least more than 20% (twenty PERCENT) of the total Bonds that have not been repaid (excluding Bonds owned by the Company and/or its Affiliates) submit a written request to the Trustee to hold a RUPO by attaching the original KTUR. The written request must contain the requested event, with

the provision that since the issuance of the KTUR, the Bonds owned by the Bondholder who submitted the written request to the Trustee will be frozen by KSEI in the amount of the Bonds listed in the KTUR. The lifting of the freeze by KSEI can only be done after receiving written approval from the Trustee. The request 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 make a call for the RUPO.

- v. Each Bond of Rp1 (one Rupiah) is entitled to issue 1 (one) vote in the GMB, thus each Bondholder in the GMB has the right to issue votes in the amount of the Bonds they own.

Restrictions and Obligations of the Company

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

- i. That the Company, without written approval from the Trustee, will not do 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 OJK, Bank Indonesia or the Minister of Finance of the Republic of Indonesia);

- b. carry out a merger and/or separation and/or amalgamation with another company that causes the dissolution of the Company, which will materially have a negative impact on the continuity of the Company's business or the Company's ability to fulfill the Company's obligations to the Bonds, except:
 - (i) at the request and/or order of the Government of the Republic of Indonesia and/or authorized authorities (including but not limited to OJK, Bank Indonesia, the Deposit Insurance Corporation, or other guarantee institutions in accordance with laws and regulations and the Minister of Finance of the Republic of Indonesia) which is carried out 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 Trusteeship Agreement and other related documents remain valid and fully bind the surviving company and the merger, separation, amalgamation and/or acquisition is approved by Bank Indonesia or OJK.
- c. Conduct transactions with Affiliated parties unless the transaction does not violate the provisions of Bank Indonesia and/or OJK provisions;
- d. Issue bonds or other debt instruments similar to bonds that have a higher position, and the payment of which is prioritized over the Bonds;
- e. Conduct business activities other than those stated in the Company's articles of association at the time the Trusteeship Agreement is signed;

- f. Sell or transfer the Company's assets to any party, either in whole or in large part, which exceeds 50% (fifty percent) of all the Company's assets based on the latest financial report audited by a public accounting firm.

- ii. The granting of written approval as referred to in point i above will be given by the Trustee with the following provisions:
 - a. The request for approval will not be rejected without a clear and reasonable reason; and
 - b. The Trustee is required to provide approval, rejection or request additional data/supporting documents within 14 (fourteen) Working Days after the request for approval and its supporting documents are completely received by the Trustee, and if within 14 (fourteen) Working Days the Company does not receive a response from the Trustee, then the Trustee is deemed to have given its approval.
 - c. If the Trustee requests additional data/supporting documents, then approval or rejection must be given by the Trustee within 14 (fourteen) Working Days after the data/supporting documents are completely received by the Trustee and if within 14 (fourteen) Working Days the Company does not receive approval or rejection from the Trustee, then the Trustee is deemed to have given its approval.

- iii. The Company is obliged to:
 - a. Fulfill all terms and conditions in the Trusteeship Agreement;

- b. deposit funds for the payment of Bond Interest and/or repayment of Bond Principal that matures which must be fully available (in good funds) no later than 1 (one) Business Day before the Bond Interest Payment Date and/or Bond Principal Repayment Date to the account designated by the Paying Agent and submit to the Trustee a photocopy of the proof of deposit of the funds on the same day. If after the maturity of the Bond Interest Payment Date and/or Bond Principal Repayment Date, the Company has not deposited the amount of money mentioned above, then the Company must pay a penalty;
- c. Maintain the Company's health level at a minimum of 3 (three) composites with a bank predicate categorized as quite good according to the assessment criteria of the Financial Services Authority and/or Bank Indonesia;
- d. Maintain capital adequacy (CAR) in accordance with the provisions/regulations of Bank Indonesia or other authorized financial authorities.
- e. Immediately provide the Trustee with information and explanations that are 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. Provide permission to the Trustee or a party appointed by the Trustee, with 5 (five) Business Days prior written notification, during the Company's working hours, to enter the building and grounds owned or controlled by the Company and to conduct inspections of the Company's books, permits and financial records

related to the issuance of Bonds as long as they do not conflict with laws and regulations;

g. Notify the Trustee if the Company will issue bonds or other similar debt instruments that are not higher in rank than Bonds;

h. Immediately notify the Trustee in writing no later than 12 (twelve) Business Days since the occurrence of the following matters:

(i) Any event or condition that may have a significant and adverse effect on the course of business or operations or financial condition of the Company and the fulfillment of the Company's obligations in the context of the issuance of these Bonds;

(ii) Any change in the articles of association, composition of the Board of Directors and Board of Commissioners, change in the composition of the Company's shareholders who own 5% (five percent) or more of the issued capital and 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 are received by the Company;

(iii) Criminal, civil, administrative and labor cases faced by the Company that materially affect the continuity of the Company's business.

i. Submit to the Trustee:

- (i) A copy of the report including reports relating to aspects of information disclosure in accordance with the provisions applicable in the Capital Market sector submitted to the OJK, 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 that has been audited by a public accountant registered with the OJK is submitted together with the submission of the report to the OJK or no later than the end of the 3rd (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 regarding the occurrence of negligence as stated in the Company's Negligence in the Trustee Agreement or any notification regarding negligence given by the Company's creditors. Such written notification must be submitted to the Trustee no later than 2 (two) Business Days since 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 its renewal (if any) as proof of registration in the Bondholders 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. 49/2020 including its amendments and/or other regulations that must be complied with by the Company, and submit the results of the rating to the Trustee no later than 10 (ten) Business Days since the date of the letter/report of the rating results 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 reports of material information or facts including, among others, payment of Interest and/or repayment of Principal of Bonds to the OJK and make announcements 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 declares and guarantees that the Company has and will conduct its business as well as possible and comply with all applicable provisions, relating to business activities for banks in Indonesia, including those regulated in the Banking Law and its implementing regulations contained in Government Regulations, Decrees of the Minister of Finance, and Bank Indonesia Regulations and Circulars issued by Bank Indonesia;
- ii. The Company declares and guarantees that the Company has and will maintain an accounting and cost control system in accordance with the Financial Accounting Standards Statement applicable in Indonesia and maintain books and other records sufficient to accurately describe the Company's financial condition and its operational results in accordance with generally accepted accounting principles and applied consistently with due regard to statutory provisions;
- iii. The Company declares and warrants that the Company has and will obtain, comply with all provisions and do what is necessary to maintain the validity of all powers, permits and approvals (both Government and others) and immediately

provide reports and input and do what is required by laws and regulations so that the Company can legally carry out its obligations under each Issuance Document, in the event that the Company becomes one of the parties or ensures the validity, validity and enforceability of each Issuance Document in the Republic of Indonesia;

- iv. The Company declares and warrants that the Company has and will maintain insurance that is already running and related to the Company's business activities and assets with a reputable insurance company against all risks commonly faced by companies engaged in the banking sector;
- v. The Company declares and warrants that the Company has and will maintain its assets so that they remain in good condition with the terms and conditions as generally applicable to similar assets and businesses.
- vi. The Company declares and warrants that the Company has and will pay tax obligations or other duties that are the Company's burden in running its business properly;
- vii. The Company hereby declares that it is fully responsible for the statements and guarantees given by the Company in the Trusteeship 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. RUPO is held for purposes including:
 - 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) are entitled to submit a written request to the Trustee to hold a RUPO 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 listed 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 Rp1.00 (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 g 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 $3/4$ (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 $3/4$ (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 $1/2$ (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 $2/3$ (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 $1/2$ (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 $2/3$ (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 $1/2$ (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 $2/3$ (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 $1/2$ (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 $1/2$ (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 RUPU;

2. in the event that the attendance quorum as referred to in number 1 is not achieved, a second RUPU must be held;
 3. The second RUPU 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 RUPU;
 4. in the event that the attendance quorum as referred to in number 3 is not achieved, a third RUPU must be held;
 5. The third RUPU 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 RUPU.
- b. A RUPU 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 Article 10 paragraph 5) of the Trusteeship Agreement.
- viii. Costs required for holding the RUPO, including but not limited to advertising costs for announcements, summons and announcement of RUPO results, 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) Business Days after the request for such costs is received by the Company from the Trustee as stipulated in the Trustee Agreement.
- ix. For the holding of the RUPO, a notarial report must be made by a notary;
- x. The RUPO decision is binding on all Bondholders, the Company and the Trustee, therefore the Company, the Trustee and Bondholders are required to comply with the decisions taken in the RUPO.

The RUPO decision regarding changes to the Trustee Agreement and/or other agreements in connection with the Bonds, will only be effective from the date of signing the changes to the Trustee Agreement and/or other agreements in connection with the Bonds;

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

- xi. The Trustee must announce the results of the RUPO in 1 (one) daily newspaper;
- xii. If the RUPO that is held decides to make changes to the Trustee Agreement and/or other agreements, including in relation to changes in the Principal value of Bonds, changes in the Bond Interest rate, changes in the procedure for payment of Bond Interest, and changes in the term of Bonds and the Company refuses to sign the changes to the Trustee Agreement and/or other agreements in relation to the matter, then within a maximum of 30 (thirty) Calendar Days since the RUPO decision or another date decided by the RUPO (if the RUPO decides on a specific date for signing the changes to the Trustee Agreement and/or other agreements), the Trustee has the right to directly collect the Amount Owed to the Company without first holding a RUPO. Further regulations regarding the implementation and procedures of the RUPO can be made and if necessary, then refined or amended by the Company and the Trustee by observing the capital market regulations and laws and regulations in force in the Republic of Indonesia and the Stock Exchange regulations.
- xiii. Further provisions regarding the implementation and procedures of the RUPO may be made and if necessary, then refined or amended by the Company and the Trustee by observing the capital market regulations and laws and regulations in force in the Republic of Indonesia and the Stock Exchange regulations.
- xiv. Providers of Electronic General Meetings of Shareholders of Public Companies as referred to in OJK Regulation Number: 16/POJK.04/2020 concerning the Implementation of

Electronic General Meetings of Shareholders of Public Companies stipulated on 20042020 (the twentieth of April two thousand and twenty) ("Financial Services Authority Regulation Number: 16/POJK.04/2020"), may provide and manage the implementation of other meetings in addition to the General Meeting of Shareholders of Public Companies.

In addition to the GMS as referred to in POJK Number: 20, the Company may conduct the GMS electronically if an e-RUPO has been provided by the e-RUPO provider as referred to in the explanation of Article 5 of Financial Services Authority Regulation Number: 16/POJK.04/2020.

- xv. If the provisions regarding RUPO are determined otherwise by statutory regulations in the Capital Market sector, then the statutory regulations in the Capital Market sector shall apply.

Priority Rights (Seniority) of Bonds

Bondholders do not have the right to be given priority and the rights of Bondholders are paripassu without any preference rights with the rights of other creditors of the Issuer, both those that exist now and those that will exist in the future, except for the rights of creditors of the Issuer that are specifically guaranteed by the assets of the Issuer, both those that already exist and those that will exist.

Announcement

All notifications from one party to another party in the Trusteeship Agreement are deemed to have been made legally and properly if signed by the authorized party, as previously notified by each party, the Issuer and the Trustee, and delivered to the address below, which is stated next to the name of the relevant party, and is 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, then changes and/or additions to the Trustee Agreement must be made in a written agreement signed by the Trustee and the Company and after the changes are made, notified to the OJK without prejudice to the provisions of the applicable laws and regulations. in the Republic of Indonesia;
- ii. If changes to the Trustee Agreement are made on and/or after the Issuance Date, then changes to the Trustee Agreement can only be made after obtaining approval from RUPO and such changes and/or additions are made in a written agreement signed by the Trustee and the Company, unless otherwise specified in the regulations/applicable laws, or if adjustments/ changes are made to the trusteeship agreement based on new regulations relating to trusteeship contracts.

The applicable law

All agreements relating to Bonds are subject to and are subject to 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 concerning the Rating of PT BANK BTPN Tbk. which has been reaffirmed by Pefindo through Letter No. RTG-381/PEF-DIR/XI/2024 dated November 1, 2024 concerning the Rating Statement Letter for the Period of March 20, 2024 to March 1, 2025, for the Shelf Registered Bond V Bank SMBC Indonesia Phase II Year 2024 issued through the Public Offering of Shelf Registered (PUB) plan, with a rating:

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 the context of the Public Offering of Shelf Registered Bonds V Bank SMBC Indonesia Phase II Year 2024, the Trusteeship Agreement for Shelf Registered Bonds V Bank SMBC Indonesia Phase II Year 2024 has been signed between the Company and PT Bank Mega Tbk, as the Trustee.

Thus, the party entitled to act as the Trustee or the body entrusted to represent the interests and act for and on behalf of the Holders of Shelf Registered Bonds V Bank SMBC Indonesia Phase II Year 2024 in the context of the Public Offering of Shelf Registered Bonds V Bank SMBC Indonesia Phase II Year 2024 is PT Bank Mega Tbk which has been registered with the OJK with 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 that the Trustee has conducted due diligence in accordance with Statement Letter No. 2981/CAMS-WA/24 dated November 25, 2024. The Trustee currently has no affiliated relationship with the Company and during his/her term as Trustee will not have any affiliated relationship with the Company in accordance with Statement Letter No. 2979/CAMS-WA/24 dated November 25, 2024. The Trustee does not have a credit relationship with the Company in an amount exceeding the provisions in POJK No. 19/2020 and the Trustee will not serve as a guarantor and/or provider of collateral in the issuance of debt securities, sukuk, and/or obligations of the Company and become a Trustee of the holders of securities issued by the Company in accordance with the Trustee's Statement Letter No. 2980/CAMS-WA/24 dated November 25, 2024.

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

II. PLAN FOR USE OF FUNDS FROM PUBLIC OFFERING OF BONDS

All funds obtained from the Public Offering of Bonds, after deducting the Issuance costs, will be used for business growth in the form of providing credit.

If the use of funds from the Bond Issuance will be changed, the Company is required to submit a plan and reasons for the change in the use of funds from the Public Offering of Debt Securities or Sukuk to the OJK no later than 14 (fourteen) days before the holding of the GMB; and obtain approval from the RUPO in accordance with the provisions of Article 10 POJK No. 30/2015.

If the funds from the Public Offering of Bonds have not been used in full, then the temporary placement of the funds from the Public Offering of Bonds must be carried out by the Company by considering security and liquidity and can provide reasonable financial benefits for the Company.

The Company will report the realization of the use of funds to the OJK periodically and must be accounted for at the Annual GMS, in accordance with POJK No. 30/2015 and to Bondholders through the Trustee until the funds from the Public Offering of Bonds are used in full. The report on the realization of the use of these funds must be made periodically every 6 (six) months with the report date of 30 (thirtieth) June and 31 (thirty-first) December.

In accordance with POJK No. 9/2017, the total costs incurred by the Company are approximately equivalent to 0.316% (zero point three one six percent) of the Bond Issuance value which includes:

1. Management fee of 0.12%
2. Underwriting fee of 0.025%;
3. Selling fee of 0.025%;
4. Capital Market Supporting Professionals fee of 0.046%, consisting of Legal Consultant fee of 0.032% and Notary fee of 0.014%;
5. Capital Market Supporting Institutions fee of 0.06%, consisting of Trustee fee of 0.01% and Securities Rating Company fee of 0.05%; and
6. Other fees of 0.04%, including BEI 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 Year 2024, after deducting all related Issuance costs, have been fully used by the Company. The Company has submitted a report on the realization of the use of funds with Letter No. S.589/DIR/CCS/VIII/2024 dated August 26, 2024 regarding Submission of the Report on the Realization of the Use of Proceeds from the Public Offering of Shelf Registered Bonds V Bank BTPN Phase I Year 2024.

III. DEBT STATEMENT

The table below shows the Company's total liabilities as of September 30, 2024 (unaudited), which totaled Rp165,128,730 million with the following details:

(In million rupiah)

30 September 2024*

Immediate liability	62,090
Share the results that have not been shared	19,265
Customer savings:	
-Third party	103,313,447
-Related parties	333,830
Accrued interest expense	193,471
	103,840,748
Deposits from other banks:	
-Third party	66,124
-Related parties	731,500
	797,624
Derivative liabilities	
-Third party	1,808,377
-Related parties	3,582
	1,811,959
Acceptance liabilities	
-Third party	2,851,604

(In million rupiah)

30 September 2024*

-Related parties	229,565
	3,081,169
Tax debt:	
-Corporate income tax	165,680
-Miscellaneous taxes	160,374
	326,054
Securities issued	
-Bond debt	1,748,467
Accrued interest expense	18,765
	1,767,232
Loans received:	
-Third party	23,202,789
-Related parties	24,148,300
Unamortized transaction costs	(97,435)
Accrued interest expense	199,388
	47,453,042
Accrual	437,521
Subordinated loans	
	3,028,000
Accrued interest expense	10,104
	3,038,104
Employee benefits obligations:	

(In million rupiah)

30 September 2024*

-Short term employee benefits	580,039
-employment benefits and other long-term employee benefits	430,918
	1,010,957
Rental liabilities	395,233
Other liabilities	1,087,732
Total Liabilities	165,128,730

*unaudited

Liabilities will mature within 3 months

(In million Rupiah)

Description	October 2024	November 2024	December 2024
Liabilities			
Deposits	42,990,817	8,426,763	5,003,735
Derivative Liabilities	106,724	93,150	121,711
Acceptance Liabilities	555,603	1,130,643	100,408
Borrowing Received	667,125	3,718,865	906,596
Lease Liabilities	1,804	388	9,862
Other Liabilities	497,636	29,344	1,805
Total Liabilities	44,819,709	13,399,153	6,144,117

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%	5 July 2027
Shelf Registered Bonds V Phase I Series B	240,305	7.10%	5 July 2029
Shelf Registered Bonds I Oto Multiartha Phase I Series A	315,000	6.35%	7 July 2026
Shelf Registered Bonds I Oto Multiartha Phase I Series B	185,000	6.50%	7 July 2028
Shelf Registered Bonds I Oto Multiartha Phase II Series A	255,270	6.55%	14 September 2025
Shelf Registered Bonds I Oto Multiartha Phase II Series B	114.705	6,90%	4 September 2027
Shelf Registered Bonds I Oto Multiartha Phase II Series C	330.025	7,10%	4 September 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.

The Company's management hereby declares that it is capable of settling all of the Company's liabilities as appropriate.

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

THE COMPANY DOES NOT HAVE ANY RESTRICTIONS (NEGATIVE COVENANTS) THAT ARE HARM TO BOND HOLDERS.

BY LOOKING AT THE COMPANY'S FINANCIAL CONDITION, THE COMPANY'S MANAGEMENT IS ABLE TO SETTLE ALL OF ITS LIABILITIES IN ACCORDANCE WITH THE REQUIREMENTS AS APPROPRIATE.

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

THERE ARE NO VIOLATIONS OF THE REQUIREMENTS IN THE CREDIT AGREEMENT MADE BY THE COMPANY IN THE COMPANY'S BUSINESS GROUP

WHICH COULD HAVE A MATERIAL IMPACT ON THE COMPANY'S BUSINESS CONTINUITY.

THERE HAS BEEN NO DEFAULT IN THE PAYMENT OF PRINCIPAL AND/OR INTEREST ON THE LOAN AFTER THE LAST FINANCIAL REPORT DATE 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 nine-month period ended 30 September 2024 (unaudited) and 2023 (audited) (ii) and as of and for the years ended 31 December 2023 and 2022 along with the notes to those financial statements contained elsewhere in this Additional Information.

The table below presents an overview of the Company's important financial data sourced from the Company's financial statements

for the period (i) as of and for the nine-month period ended September 30, 2024 (unaudited) 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 Public Accountants ("IAPI") with an unmodified opinion as stated in the report dated January 8, 2024 signed by Novie, S.E., CPA (Public Accountant Registration No. AP.1212) (ii) as of and for the years ended December 31, 2023 and 2022 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 IAPI, with an unmodified opinion in the report dated May 8, 2024.

A. CONSOLIDATED STATEMENT OF FINANCIAL POSITION

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
ASSET			
Cash	1,134,337	1,428,683	1,747,461
Current accounts with Bank Indonesia	7,870,182	9,276,598	10,215,350
Current accounts with other banks			
Third party	854,773	500,326	1,549,854
Related parties	809,679	462,061	639,707

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
Less : Reserve for impairment losses	(65)	(158)	(415)
	1,664,387	962,229	2,189,146
Placements with Bank Indonesia and other banks	4,690,740	8,961,654	21,885,214
margin income that will still be received	304	2,624	2,851
Less: Allowance for impairment losses	(132)	-	(171)
	4,690,912	8,964,278	21,887,894
Effects			
Third party	29,169,696	17,038,501	18,650,367
Related parties	-	-	185,510
Margin income that will still be received	154,991	225,855	214,812
Less: Allowance for impairment losses	(740)	(799)	(999)
	29,323,947	17,263,557	19,049,690
Derivative bills			
Third party	1,080,633	636,924	1,131,664

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
Related parties	328,515	496.225	615.160
	1,409,148	1,133,149	1,746,824
Acceptance bill	3,574,274	3,289,757	3,069,854
Less: Allowance for impairment losses	(3,733)	(8,637)	(4,495)
	3,570,541	3,281,120	3,065,359
Loans provided			
Third party	135,135,368	141,400,072	132,208,660
Related parties	382,811	3,773,364	2,387,393
Sharia financing/receivables:			
Third party	10,330,784	11,387,861	11,527,463
margin income that will still be received	996,863)	1,097,796	878,534
Less: Allowance for impairment losses	(4,260,965)	(4,618,047)	(3,579,119)
	142,584,861	153,041,046	143,422,931
Financing receivables:	29,251,708	-	-
Third party	(1,857,997)	-	-

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
Less: Allowance for impairment losses	27,393,711	-	-
Equity investments			
Third party	78,750	80,086	80,973
Related parties	22,500	22,500	22,500
Less: Allowance for impairment losses	(393)	-	-
	100,857	102,586	103,473
Expenses paid in advance	1,326,077	1,184,067	1,465,142
Claim return tax	221,091	67,337	50,357
Deferred tax assets	766,012	715.152	545,029
Fixed assets	6,130,758	5,040,250	5,109,182
Less: Accumulated depreciation	(3,778,162)	(2,992,438)	(2,990,677)
	2,352,596	2,047,812	2,118,505
Intangible assets and goodwill	6,349,803	3,541,155	3,237,937

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
Less: Accumulated amortization	(3,778,162)	(2,451,771)	(2,161,199)
	3,018,251	1,089,384	1,076,738
Other assets	1,326,393	996,966	538,312
Less : Reserve for impairment losses	(168,926)	(105,572)	(52,507)
	1,157,467	891,394	485,805
TOTAL ASSETS	228,584,377	201,448,392	209,169,704

**LIABILITIES, TEMPORARY SYIRKAH FUNDS
AND EQUITY**

LIABILITIES

Immediate liability	62,090	71,606	59,045
Share the results that have not been shared	19,265	21,591	18,996
Customer savings			
Third party	103,313,447	97,793,480	103,942,403
Related parties	333,380	484,276	1,080,884
Accrued interest expense	193,471	179,647	145,624

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
	103,840,748	98,457,403	105.168.911
Deposits from other banks			
Third party	66,124	1,253,579	18,779
Related parties	731,500	9,561,059	147,352
Accrued interest expense	-	7,483	-
	797,624	10,822,121	166.131
Derivative liabilities			
Third party	1,808,377	1,014,819	1,323,645
Related parties	3,582	57,285	124,091
	1,811,959	1,072,104	1,447,736
Acceptance liabilities			
Third party	2,851,604	2,160,250	2,157,596
Related parties	229,565	163,383	199,232
	3,081,169	2,323,633	2,356,828

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
Tax debt			
Corporate income tax	165,680	107,880	44,342
Other taxes	160,374	130,038	128,934
	326,054	237,918	173,276
Securities issued			
Bond debt	1,748,467	200,569	200.134
Accrued interest expense	18,765	1,514	1,514
	1,767,232	202,083	201,648
Loans received			
Third party	23,202,789	12,682,950	7,663,850
Related parties	24,148,300	18,569,798	37,257,744
Unamortized transaction costs	(97,435)	(48,251)	(9,988)
Accrued interest expense	199,388	151.020	155,802
	47,453,042	31,355,517	45,067,408
Accrual			

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
Employee benefits liabilities	437,521	478,981	453,992
Short-term employee benefits	580,039	511,188	443,476
Post-employment benefits and other long-term employee benefits	430,918	170.105	64,228
	1,010,957	681,293	507,704
Rental liabilities	3,965,233	353,990	425,887
Other liabilities	1,087,732	1,075,508	740,279
Subordinated loans	3,028,000	3,079,400	3,113,500
Still interest expense must paid	10,104	10,960	12,078
TOTAL LIABILITIES	165,128,730	150,244,468	159,913,419

TEMPORARY SYIRKAH FUNDS

Not a bank

Mudharabah Savings

Third party	936,199	887,890	763,070
Related parties	2,720	2,064	596

(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
	938,919	889,954	763,666
Mudharabah Deposits			
Third party	8,779,285	8,997,932	9,043,060
Related parties	29,946	32,934	36,535
	8,809,231	9,030,866	9,079,595
AMOUNT OF TEMPORARY			
SYIRKAH FUNDS	9,748,150	9,920,820	9,843,261

EQUITY

**Attributed equity to
owner entity parent**

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

8,149,106,869 shares	212,919	162,982	162,982
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(In million rupiah)

	September 30	December 31	
	2024*	2023	2022
Additional paid-in capital	17,561,063	11,162,238	11,160,647
Fixed asset revaluation reserve	935,045	954.224	874,452
Fair value reserve - net	30,917	2,906	(7,704)
Transactions with non-controlling interests	(24,267)	(24,267)	(24,267)
Retain earning			
- Reserved	42,953	32,596	32,596
- Not yet backed up	27,900,973	26,369,641	24,702,316
Other equity components	260,801	260,801	260,801
Treasury shares	-	(254,695)	(255,147)
	46,878,505	38,666,426	36,906,676
Non-controlling interests	6,828,992	2,616,678	2,506,348
TOTAL EQUITY	53,707,497	41,283,104	39,413,024
TOTAL LIABILITIES, TEMPORARY SYIRKAH FUNDS, AND EQUITY	228,584,377	201,448,392	209,169,704

*unaudited

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

(In million rupiah)

	Nine-month period ended		Year Ended	
	September 30		December 31	
	2024*	2023	2023	2022
OPERATING INCOME AND EXPENSES				
Interest income	13,152,702	9,740,137	13,069,491	10,525,856
Sharia income	4,067,172	4,308,418	5,746,182	5,373,790
	17,219,874	14,048,555	18,815,673	15,899,646
Interest expense	(5,854,135)	(4,690,182)	(6,285,177)	(3,876,891)
Sharia burden	(382,525)	(362,231)	(486,443)	(344,440)
	(6,236,660)	(5,052,413)	(6,771,610)	(4,221,331)
NET INTEREST AND SHARIA INCOME	10,983,214	8,996,142	12,044,063	11,678,315
Other operating income:				
Other operating income	1,627,718	948,545	1,423,949	1,228,130
Profits from foreign exchange	356,039	547,428	649,494	784,485

(In million rupiah)

	Nine-month period ended		Year Ended	
	September 30		December 31	
	2024*	2023	2023	2022
differences and net derivative transactions				
	1,938,757	1,495,973	2,073,443	2,012,615
Other operational expenses:				
Staffing burden	(3,569,797)	(2,791,236)	(3,756,478)	(3,403,319)
General and administrative expenses	(2,727,659)	(2,362,034)	(3,273,766)	(3,272,015)
Reserve for impairment losses	(2,765,127)	(1,902,450)	(3,049,919)	(1,840,167)
Other operational expenses	(719,324)	(363,702)	(576,308)	(517,753)
	(9,781,907)	(7,419,422)	(10,656,471)	(9,033,254)
NET OPERATING				
INCOME	3,185,064	3,072,693	3,461,035	4,657,676

(In million rupiah)

	Nine-month period ended		Year Ended	
	September 30		December 31	
	2024*	2023	2023	2022
NON-OPERATIONAL INCOME (EXPENSES) .				
Non-operating income	12,520	6,879	10,053	10,020
Non-operating expenses	(266,364)	(12,341)	(13,406)	(10,377)
	(253,844)	(5,462)	(3,353)	(357)
PROFIT BEFORE INCOME TAX	2,931,220	3,067,231	3,457,682	4,657,319
INCOME TAX EXPENSES	(636,288)	(671,967)	(775,198)	(1,027,755)
NET PROFIT	2,294,932	2,395,264	2,682,484	3,629,564

OTHER

 COMPREHENSIVE
INCOME:

 Items that will
not be
reclassified to
profit or loss

Gain on revaluation	-	79,722	79,772	-
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(In million rupiah)

	Nine-month period ended		Year Ended	
	September 30		December 31	
	2024*	2023	2023	2022
of fixed assets				
Remeasurement of employee benefits liabilities	-	(55,569)	(92,262)	(37,209)
Income tax related to items that will not be reclassified to profit or loss	-	12,131	20,204	8,186
	-	36,284	7,714	(29,023)
Items to be reclassified to profit or loss				
Cash flow protection (loss)	(77,234)	-	-	-
unrealized gains from changes in the fair value of securities	35,888	13,845	13,663	(160,999)

(In million rupiah)

	Nine-month period ended		Year Ended	
	September 30		December 31	
	2024*	2023	2023	2022
measured at fair value through other comprehensive income				
Income tax related to items that will be reclassified to profit or loss	(564)	(3,045)	(2,999)	35,420
	(41,910)	10,800	10,634	(125,579)
OTHER				
COMPREHENSIVE INCOME FOR THE YEAR, AFTER INCOME TAX	(41,910)	47,084	18,348	(154,602)
TOTAL				
COMPREHENSIVE PROFIT FOR THE CURRENT YEAR, AFTER TAXES	2,253,022	2,442,348	2,700,832	3,474,962

(In million rupiah)

	Nine-month period ended		Year Ended	
	September 30		December 31	
	2024*	2023	2023	2022
NET PROFIT				
ATTRIBUTED TO				
Owner of the parent entity	1,994,177	2,093,737	2,358,334	3,095,701
Non-controlling interests	300,755	301,527	324,150	533,863
	2,294,932	2,395,264	2,682,484	3,629,564
AMOUNT OF COMPREHENSIVE PROFIT				
ATTRIBUTED TO				
Owner of the parent entity	1,980,289	2,140,435	2,376,847	2,939,728
Non-controlling interests	272,733	301,913	323,985	535,234
	2,253,022	2,442,348	2,700,832	3,474,962
NET PROFIT PER SHARE (FULL VALUE)				
Base	201	260	293	384
Diluted	201	260	293	384
DIVIDEND PER SHARE	-	-	-	76.8

*unaudited

C. KEY RATIOS

	September 30, 2024	December 31, 2023 2022	
CAPITAL			
Capital Adequacy Ratio (CAR) taking into account credit & operational risks	29.77%	30.31%	27.42%
CAR takes into account credit, operational and market risks	30.15%	29.90%	27.29%
ASSET QUALITY			
Problematic productive assets to total productive assets	1.05%	0.68 %	0.68%
Problematic productive assets and problematic non-productive assets to total productive assets	1.06%	0.68 %	0.68%

	September 30,	December 31,	
	2024	2023	2022
and non-productive assets			
CKPN of financial assets against productive assets	2.84%	2.46 %	1.85%
PROFITABILITY			
Return on Assets (ROA)	1.73%	1.73%	2.36%
Return on Equity (ROE)	6.58%	6.54%	9.15%
Net Interest Margin (NIM)	6.82%	6.45%	6.32%
Total liabilities to total equity (x)	3.07%	3, 88	4, 31
Total liabilities to total assets (x)	0.72%	0.80	0, 81
EFFICIENCY LEVEL			
Operating Expenses to Operating Income (BOPO)	83.50%	83.72%	75.05%
Cost to Income Ratio (CIR)	55.22%	52.69%	49.79%

	September 30,	December 31,	
	2024	2023	2022
CREDIT QUALITY			
Non Performing			
Loans (NPL) -			
gross	2.16%	1.36 %	1.43%
NPL - net	0.88%	0.4 0 %	0.44%
LIQUIDITY			
Loans to Deposit			
Ratio (LDR)	153.3%	142,68 %	126.66%
OBEDIENCE			
Percentage of LLL			
violations	0.00%	0.00%	0.00%
The Company's			
Minimum Statutory			
Reserve (GWM) .			
Rupiah			
Primary GWM	6.07%	8.30%	8.20%
GWM PLM	22.4%	9.49%	10.91%
Foreign currency			
Foreign Currency			
GWM	4.02%	4.02%	4.02%
GWM Subsidiary			
Company			

	September 30,	December 31,	
	2024	2023	2022
Rupiah			
GWM Total	4.95%	5.54%	5.77%
Company's Net Foreign Exchange Position (PDN).	1.2%	0.5 2 %	0.33%

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. MANAGEMENT ANALYSIS AND DISCUSSION

The analysis and discussion presented in this chapter should be read together with the "Summary of Important Financial Data" and the Company's consolidated financial statements for the periods (i) as of and for the nine-month period ended September 30, 2024 (unaudited) and 2023 (audited) (ii) and as of and for the years ended December 31, 2023 and 2022 along with the notes to those financial statements contained elsewhere in this Additional Information.

The analysis and discussion presented in this chapter is additional information from the analysis and discussion contained in the Prospectus for Shelf Registered Bonds V Bank BTPN Phase I Year 2024.

The table below presents an overview of the Company's important financial data sourced from the Company's financial statements for the period (i) as of and for the nine-month period ended September 30, 2024 (unaudited) 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 IAPI with an unmodified opinion as stated in the report dated January 8, 2024 signed by Novie, S.E., CPA (Public Accountant Registration No. AP.1212) (ii) as of and for the years ended December 31, 2023 and 2022 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 IAPI, with an unmodified opinion in the report dated May 8, 2024.

A. Business Activity Results

Nine-month period ended September 30, 2024 compared to nine-month period ended September 30, 2023.

Interest and Sharia Income. The Group recorded an increase in interest and sharia income by Rp3,171,319 million or 22.57% to Rp17,219,874 million from Rp14,048,555 million previously. This increase was mainly contributed by the addition of the Group's subsidiaries in the second quarter of 2024.

Interest and Sharia Expense. The Group recorded an increase in interest and sharia expense by Rp1,184,247 million or 23.44% to Rp6,236,660 million from Rp5,052,413 million previously. This increase was mainly contributed by the addition of the Group's subsidiaries in the second quarter of 2024.

Interest and Sharia Income - Net. The Group successfully recorded an increase in net interest and sharia income of Rp1,987,072 million or 22.09% to Rp10,983,214 million from the previous Rp8,996,142 million due to the addition of the Group's subsidiaries in the second quarter of 2024.

Net Operating Income. The Group recorded an increase in net operating income of Rp112,371 million or 3.66% to Rp3,185,064 million from the previous Rp3,072,693 million. This increase was mainly due to the addition of the Group's subsidiaries in the second quarter of 2024.

Net Profit for the Current Period. The Group recorded a decrease in net profit for the current year of Rp100,332 million or 4.19% to Rp2,294,932 million from the previous Rp2,395,264 million. This occurred in connection with the increase in operating expenses and non-operating expenses which were greater than the increase in operating income and non-operating income. The increase in operating expenses was mainly due to an increase in personnel expenses and an

increase in allowance for impairment losses from the addition of the Group's subsidiaries. The increase in non-operating expenses was mainly due to losses on the sale of assets taken over from the Group's new subsidiaries.

Current Period Comprehensive Income After Tax. The Group recorded a decrease in comprehensive income for the year after tax of Rp88,994 or 189.01% to Rp41,910 million from the previous Rp47,084 million. This occurred mainly in connection with hedging losses for the foreign loan needs of the Group's new subsidiaries.

Meanwhile, a description of the comparison of business results for the year ended December 31, 2023 with the year ended December 31, 2022 has been disclosed in the Prospectus for the Public Offering of Bank BTPN's Continuous Bonds V Phase I Year 2024.

B. Assets, Liabilities and Equity

Assets

Position as of September 30, 2024 compared to position as of December 31, 2023

As of September 30, 2024, total assets amounted to Rp228,584,377 million, an increase of Rp27,135,985 million or 13.47% compared to the position as of December 31, 2023 of Rp201,448,392 million. The increase in the Group's assets was mainly due to the addition of new subsidiaries that contributed to increasing the number of assets through consumer financing.

Liabilities

Position as of September 30, 2024 compared to position as of December 31, 2023

As of September 30, 2024, total liabilities amounted to Rp165,128,730 million, an increase of Rp14,884,262 million or 9.91% compared to the position as of December 31, 2023 of Rp150,244,468 million. The increase in the Group's liabilities was mainly due to the addition of new subsidiaries which contributed to increasing the amount of liabilities through loans received.

Equity

Position as of September 30, 2024 compared to position as of December 31, 2023

As of September 30, 2024, the total equity was Rp53,707,497 million, an increase of Rp12,424,393 million or 30.10% compared to the position as of December 31, 2023 of Rp41,283,104 million. The increase was mainly due to the addition of new subsidiaries that contributed to increasing the amount of capital.

Meanwhile, a description of the comparison of assets, liabilities and equity for the year ended December 31, 2023 with the year ended December 31, 2022 has been disclosed in the Prospectus for the Public Offering of Bank BTPN Sustainable Bonds V Phase I Year 2024.

C. Cash Flow

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

(In millions of Rupiah)

	September 30		December 31	
	2024*	2023	2023	2022
Net cash flow				
used For				
activity				
operation	4,232,418	(1,141,442)	(2,397,197)	(4,416,068)

Net cash flow obtained from activity investment	(17,476,264)	1,703,298	394,010	3,151,992
Net cash flow (used for) is obtained from activity funding	7,719,301	(16,323,860)	(13,887,114)	9,056,776
(Decrease) Increase net cash and cash equivalents	(5,524,545)	(15,762,004)	(15,890,301)	7,792,700
Impact Change Difference Exchange rate to Cash and Cash Equivalents	(34,332)	17,335	(14,462)	3,376
Balance and Cash Equivalents at the Beginning of the Year	23,472,990	39,377,753	39,377,753	31,581,677
Year Cash and Cash Equivalents Balance	17,914,113	23,633,084	23,472,990	39,377,753

*unaudited

Cash flow from activity operation

Net cash flow used for operating activities decreased by 470.80% to IDR4,232,418 million on September 30, 2024 from IDR1,141,442 million on September 30, 2023, mainly due to higher cash flow received from interest income.

Cash flow from activity investment

Net cash flow obtained from investing activities decreased by 1,126.03% to IDR17,426,264 million on September 30, 2024 from IDR1,703,298 million on September 30, 2023, mainly due to a decrease in placements in securities.

Cash flow from activity funding

Net cash flow used for financing activities decreased by 147.29% to IDR7,719,301 million on September 30, 2024 from IDR16,323,860 million on September 30, 2023, mainly due to the results of share issuance/right issue.

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

A. INFORMATION ABOUT THE COMPANY

1. Brief History

The Company 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., a 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 the Letter of the Minister of Finance of the Republic of Indonesia No. S-625/MK.11/1985 dated December 30, 1985 and the 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 License for PT Bank Tabungan

Pensiunan Nasional in Bandung, along with its 26 (twenty-six) branch offices in Indonesia, the Company was granted a license to conduct savings bank business as a continuation of the business of Bapemil which has been operating since 1959.

Based on the Decree of the Minister of Finance No. KEP-055/KM.17/1993 dated March 22, 1993 concerning the Business License 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 along with its 26 branch offices in Indonesia to conduct business activities as a general bank. With the issuance of the 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 is 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, made before Ashoya Ratam, S.H., M.Kn., Notary in Jakarta, the Company's shareholders have approved, among others (i) the merger agreement with PT Bank Sumitomo Mitsui Indonesia ("**BSMI**") where BSMI acts as the merging party and the Company acts as the receiving party of the merger (ii) the change of the Company's name to PT BANK BTPN Tbk, which has been 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.Year 2019 dated January 22, 2019.

The Company's articles of association have undergone several changes and were last amended as stated in the Deed of Statement of Resolutions of the Company's Extraordinary General Meeting of Shareholders No. 43 dated August 29, 2024, drawn up before Ashoya Ratam, S.H., M.Kn., Notary in Jakarta, which deed has received approval from the Minister of Law and Human Rights based on Decree Number AHU-0054625.AH.01.02.YEAR 2024 dated August 29, 2024 concerning Approval of Amendments to the Company's Articles of Association ("**Deed No. 43/2024**").

(The Company's articles of association as stated in the Deed of Establishment until last amended by Deed No. 43/2024 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. 43/2024 and the Company's Share Ownership Report as of September 30, 2024 issued by PT Datindo Entrycom, the Company's latest capital structure and shareholder composition are as follows:

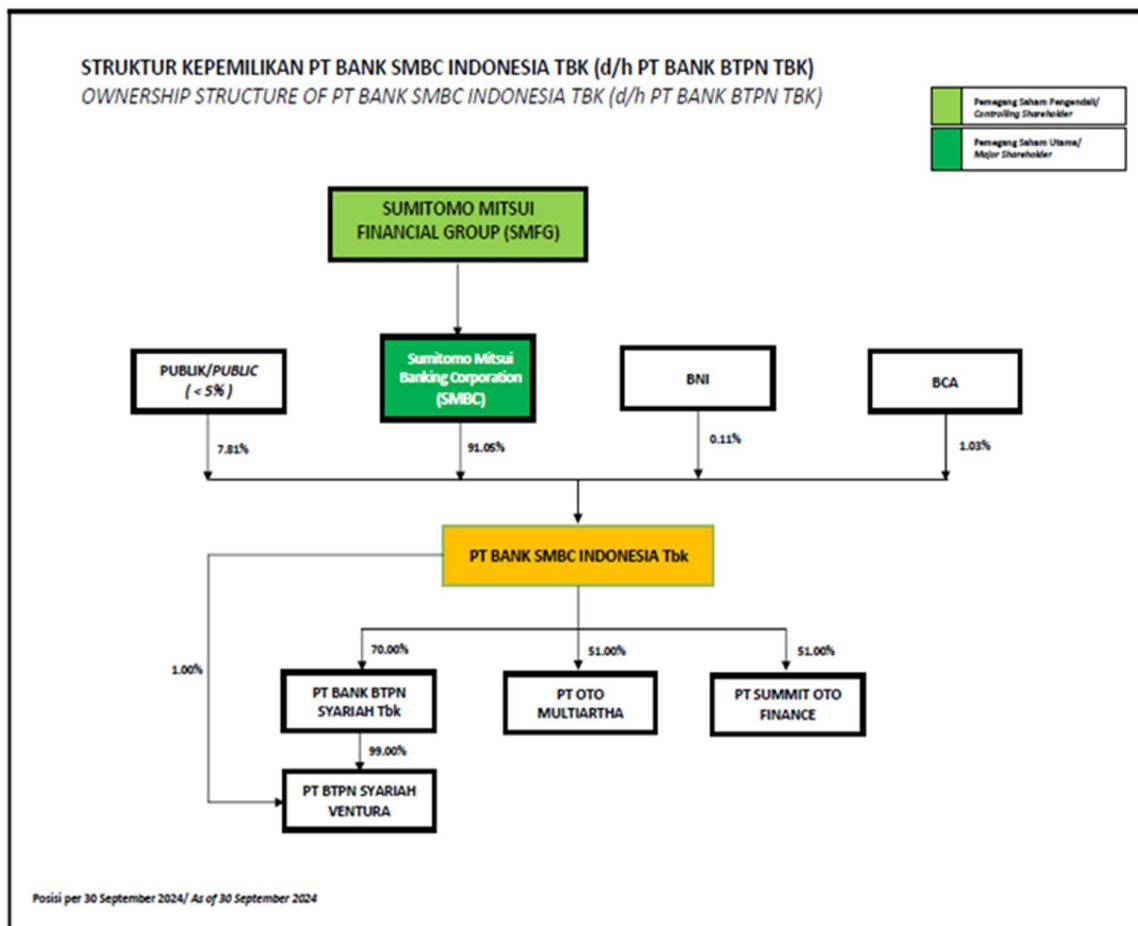
Capital stock with nominal value of
IDR 20 per share

	Number of shares	Nominal Value (IDR)	%
Authorized capital	15,000,000,000	300,000,000,000	
Issued and Paid-up			
Capital Full			
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 (company) Tbk	12,007,137	240,142,740	0.113%
Ongki Wanadjati Dana	860,804	17,216,080	0.008%
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%
Darmadi Sutanto	90,620	1,812,400	0.001%
Kaoru Furuya	4,500	90,000	0.000%
Atsushi Hino	1,500	30,000	0.000%
Keishi Kobata	1,500	30,000	0.000%
Public (each <5%)	829,741,814	16,594,836,280	7.794%

Amount of Issued and Paid-up Capital Full	10,645,945,748	212,918,914,960	100.00%
Number of Shares in Portfolio	4,354,054,252	87,081,085,040	

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 Regulation 13/2018 and has submitted it to the Minister of Law and Human Rights on February 5, 2024, where the beneficial owner that has been determined and reported by the Company is Tetsuro Imaeda 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.

4. Management and Supervision

Based on (i) Deed No. 58 dated July 27, 2023, made before Yumna Shabrina, SH, MKn, as Substitute Notary of Ashoya Ratam, SH, M.Kn., Notary in the Administrative City of South Jakarta which has been notified to the Minister of Law and Human Rights as evidenced by the Receipt of Notification No. AHU-AH.01.09-0145163 dated July 27, 2023, and (ii) Deed of Statement of Resolutions of the Extraordinary General Meeting of Shareholders No. 02 dated September 3, 2024, made before Ashoya Ratam, SH, M.Kn., Notary in Jakarta, which deed has been notified to and received by the Ministry of Law and Human Rights based on Letter Number AHU-AH.01.09-0248269 dated September 4, 2024, 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 : Edmund Tondobala
Commissioner : Ongki Wanadjati Dana
Independent Commissioner : Marita Alisjahbana

Board of Directors

President Director : Henoeh Munandar
Deputy President Director : Kaoru Furuya
Deputy President Director : Darmadi Sutanto
Compliance Director : Dini Herdini
Director : Atsushi Hino
Director : Keishi Kobata
Director : Merisa Darwis
Director : Hanna Tantani

Below is a brief history of each member of the Board of Commissioners. The composition of the Company's Board of Directors has not changed since the date of issuance of the Prospectus for Shelf Registered Bonds V Bank BTPN Phase I Year 2024 until the date of issuance of this Additional Information.

BOARD OF COMMISSIONERS



Marita Alisjahbana

Independent Commissioner

Indonesian citizen, born in 1956, 68 years old. Served as Independent Commissioner of the Company since 2024.

Started her career at PT BITA Engineering and PT FEGA, then made her debut in the banking world by joining the Executive Development Program at Citibank Indonesia. During her 33 years at Citibank, she served as Institutional Remedial Management Group Head and Country Risk Manager at Citibank Thailand, Vietnam and the Philippines. Prior to serving at the Company, she was

Risk Director at the Indonesia Investment Authority (INA), and currently serves as Independent Commissioner at PT Vale Indonesia Tbk. Furthermore, through the Company's Extraordinary GMS on August 29, 2024, she was appointed and officially served as Independent Commissioner at the Company.

she is a graduate of the Bandung Institute of Technology and earned a master's degree from the University of California, Los Angeles, with a focus on architecture.

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 September 30, 2024, December 31, 2023 and 2022, the number of permanent employees of the Group is 29,392, 20,933 and 19,740 spread across various cities in Indonesia, with the following details.

Table of composition of employees based on status

	As of		As of
	December 31		September
	2022	2023	2024
Company			
Permanent	6,584	6,346	6,235
Contract	388	290	268
Amount	6,972	6,636	6,503
BTPN Syariah			
Permanent	3,896	3,612	3,381
Contract	8,872	10,685	11,033
Amount	12,768	14,297	14,414
OTO			
Permanent	-	-	1,871

	As of		As of
	December 31		September
	2022	2023	30
			2024
Contract	-	-	229
Amount	-	-	2,100
SOF			
Permanent	-	-	5,689
Contract	-	-	686
Amount	-	-	6,375
Total Amount	19,740	20,933	29,392

Table of composition of permanent employees based on position level

Company	As of		As of
	December 31		September
	2022	2023	30
			2024
Board of Management	12	10	10
Top Management	171	178	190
Senior Management	718	743	762
Management	2,919	2,891	2,979
Officer/Supervisor	1,596	1,590	1,600

	As of		As of
	December 31		September
	2022	2023	2024
Clerical	1,556	1,224	962
Amount	6,972	6,636	6,503

BTPN Syariah

Board of Management	5	3	3
Top Management	12	12	14
Senior Management	152	169	170
Management	502	556	584
Officer/Supervisor	1,209	1,266	1,254
Clerical	10,888	12,291	12,389
Amount	12,768	14,297	14,414

OTO

Accounting	-	-	28
Administration	-	-	285
Application & Credit	-	-	46
Car Finance Business Unit	-	-	1,524
Corporate Secretary	-	-	13
Finance	-	-	29
HR	-	-	36
ICU & Audit	-	-	83

	As of		As of
	December 31		September
	2022	2023	30
			2024
IT	-	-	53
Risk Management	-	-	3
Amount	-	-	2,100
SOF			
Accounting	-	-	52
Administration	-	-	926
Application & Credit	-	-	66
Corporate Secretary	-	-	15
Finance	-	-	29
HR	-	-	50
ICU & Audit	-	-	119
IT	-	-	54
Motorcycle Finance Business Unit	-	-	5,060
Risk Management	-	-	4
Amount	-	-	6,375
Total Amount	19,740	20,933	29,392

Table of composition of permanent employees based on formal education status

	As of		As of
	December 31		September
	2022	2023	30
			2024
Company			
S2-S3/Master	322	325	325
S1/ Bachelor	5,692	5,467	5,386
≤D1-D3/ Academy	958	844	792
Amount	6,972	6,636	6,503
BTPN Syariah			
S2-S3/Master	77	79	81
S1/ Bachelor	5,681	5,892	5,815
≤D1-D3/ Academy	7,010	8,326	8,518
Amount	12,768	14,297	14,414
OTO			
S2-S3/Master	-	-	11
S1/ Bachelor	-	-	1,353
≤D1-D3/ Academy	-	-	736
Amount	-	-	2,100

SOF

S2-S3/Master	-	-	7
S1/ Bachelor	-	-	3,276
≤D1-D3/ Academy	-	-	3,092
Amount	-	-	6,375
Total Amount	19,740	20,933	29,392

Table of composition of permanent employees based on age group

	As of		As of
	December 31		September
	2022	2023	2024
Company			
≥ 60 years old	0	1	2
55-59 years old	19	19	24
50-54 years old	413	417	412
45-49 years old	606	601	661
40-44 years old	1,204	1,272	1,323
35-39 years old	1,756	1,655	1,597
30-34 years old	1,621	1,443	1,332
25-29 years old	1,079	1,000	931
<25 years	274	228	221
Amount	6,972	6,636	6,503

	As of		As of
	December 31		September
	2022	2023	30
			2024
BTPN Syariah			
≥ 60 years old	0	1	0
55-59 years old	13	11	11
50-54 years old	62	68	91
45-49 years old	101	112	118
40-44 years old	215	223	275
35-39 years old	581	651	820
30-34 years old	1,756	1,708	1968
25-29 years old	4,599	4,455	4379
<25 years	5,441	7,068	6752
Amount	12,768	14,297	14,414
OTO			
≥ 60 years old	-	-	1
55-59 years old	-	-	3
50-54 years old	-	-	31
45-49 years old	-	-	134
40-44 years old	-	-	203
35-39 years old	-	-	219
30-34 years old	-	-	434

	As of		As of
	December 31		September
	2022	2023	30
			2024
25-29 years old	-	-	791
<25 years	-	-	284
Amount	-	-	2,100
SOF			
≥ 60 years old	-	-	0
55-59 years old	-	-	0
50-54 years old	-	-	34
45-49 years old	-	-	232
40-44 years old	-	-	605
35-39 years old	-	-	581
30-34 years old	-	-	1,016
25-29 years old	-	-	2,498
<25 years	-	-	1,409
Amount	-	-	6,375
Total Amount	19,740	20,933	29,392

Table of composition of permanent employees based on their functions

Company	As of		As of
	December 31		September
	2022	2023	30
			2024
Alignment & Synergy Planning			8
Business Banking	600	559	526
Corporate Banking - Japanese	101	115	161
Credit Risk	71	74	-
Digital Banking	420	461	463
Executive Secretary to Retail Banking Director		1	-
Human Resources	106	107	112
Internal Audit	50	59	61
Kepatuhan & Legal	116	119	118
Kuangan & Perencanaan	82	88	86
Manajemen Risiko	51	56	96
Micro Business	553	-	-
Network & Distribution			1,473
Operations	2,491	2,367	723
Retail Banking Analytics. Planning & Process Excellence	42	38	-
Retail Banking Risk	622	632	734

	As of		As of
	December 31		September
	2022	2023	30 2024
Retail Banking Strategy & Planning			43
Retail Lending Business	640	935	898
Secretary To Deputy President Director	1	1	-
Sustainable Business Strategy			2
Teknologi Informasi	492	475	464
Treasury	35	40	41
Wealth Management Business	346	331	308
Wholesale Banking	153	178	186
Amount	6,972	6,636	6,503
 BTPN Syariah			
Compliance & Risk	60	67	67
Finance & Operations	529	-	-
Finance, Treasury & Operations	-	540	524
Financing Business	11,663	13,206	-
Business 1	-	-	10,017
Business 2	-	-	3562

	As of		As of
	December 31		September
	2022	2023	30
			2024
Funding & Fee Based Business	243	-	-
Funding & New Business	-	227	-
Human Capital, Internal Audit & Information Technology	273	257	244
Amount	12,768	14,297	14,414
OTO			
Accounting	-	-	28
Administration	-	-	285
Application & Credit	-	-	46
Car Finance Business Unit	-	-	1,524
Corporate Secretary	-	-	13
Finance	-	-	29
HR	-	-	36
ICU & Audit	-	-	83
IT	-	-	53
Risk Management	-	-	3
Amount	-	-	2,100

SOF

Accounting	-	-	52
Administration	-	-	926
Application & Credit	-	-	66
Corporate Secretary	-	-	15
Finance	-	-	29
HR	-	-	50
ICU & Audit	-	-	119
IT	-	-	54
Motorcycle Finance Business Unit	-	-	5.060
Risk Management	-	-	4
Amount	-	-	6,375
Total Amount	19,740	20,933	29,392

Table of composition of permanent employees based on location geographical

Company	As of		As of
	December 31		September
	2022	2023	30
	2022	2023	2024
Jakarta (Kantor Pusat)	2,706	2,690	2,763
Sumatera dan sekitar	907	805	750
Jakarta (Non Kantor Pusat)	331	411	360

	As of		As of
	December 31		September
	2022	2023	30
			2024
Jawa dan Bali	2,208	2,002	1,936
Kalimantan	217	194	184
Sulawesi	412	360	358
Indonesia Bagian Timur	191	174	152
Amount	6,972	6,636	6,503

BTPN Syariah

Jakarta (Kantor Pusat)	621	644	642
Sumatera dan sekitar	3,189	3,582	3,508
Jakarta (Non Kantor Pusat)	101	116	133
Jawa dan Bali	7,573	8,442	8,497
Kalimantan	440	489	545
Sulawesi	400	511	560
Indonesia Bagian Timur	444	513	529
Amount	12,768	14,297	14,414

OTO

Jakarta	-	-	424
Sumatera dan sekitar	-	-	341
Jakarta	-	-	96

Jawa dan Bali	-	-	879
Kalimantan	-	-	202
Sulawesi	-	-	125
Indonesia Bagian Timur	-	-	33
Amount	-	-	2,100
SOF			
Jakarta	-	-	610
Sumatera dan sekitar	-	-	1,221
Jakarta	-	-	183
Jawa dan Bali	-	-	3,334
Kalimantan	-	-	532
Sulawesi	-	-	391
Indonesia Bagian Timur	-	-	104
Amount	-	-	6,375
Total Amount	19,740	20,933	29,392

Foreign workers

As of the date of this Additional Information, the Company employs 14 foreign workers with the following details:

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Letter of Notification / Endorsement	Position
1.	Hideaki Asatsu	Japan	2C11JD 0580GA	10 Apr 25	51483797	Executive Officer Corporate Banking V Head
2.	Naoki Watanabe	Japan	2C11JD 0580GA	13 May 25	51529917	Executive Officer Corporate Banking II Head
3.	Tasuku Tanaka	Japan	2C21JD 0465-A	25 Apr 25	51450827	Executive Officer Credit Risk Head
4.	Keisuke Heima	Japan	2C21JE 6433-A	12 Jun 25	51539110	Executive Officer Risk Management Planning Head
5.	Kenji Okada	Japan	2C21JD 2970-A	30 Oct 25	51716828	Executive Officer Alignment and Synergy

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Letter of Notification / Endorsement	Position
						Planning Head
6.	Akira Kuwata	Japan	2C21JD 0368-A	18 Feb 25	51450826	Executive Officer IT Governance Management Head
7.	Hayato Inoue	Japan	2C21JD 1181-A	15 May 25	51522081	Executive Officer IT Corporate Banking Enablement Head
8.	Kosuke Shimada	Japan	2C2C2C 22JD00 9111-A	03 Dec 25	51820370	Executive Officer Digital Banking Alignment & Synergy Head
9.	Takeshi Nishimura	Japan	2C21JD 2832-A	15 Oct 25	51700584	Executive Officer Business Banking

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Letter of Notification / Endorsement	Position
						Cross Collaboration Head
10.	So Hirahara	Japan	2C21JD 2737-A	15 Oct 25	51700583	Executive Officer Treasury ALM & Planning Head
11.	Yuta Ohara	Japan	2C11JE 1104GA	24 Mar 25	51499598	Executive Officer Sustainable Business Strategy Head
12.	Emiri Nezu	Japan	2C11JE 1744GA	19 May 25	51522247	Executive Officer AML Group Governance Head
13.	Yuki Katsuhara	Japan	E25E2C 1200JE 240375 250	25 Aug 25	51633819	Executive Officer Sustainable Business Strategy

No	Name	Citizenship	No of KITAS	Validity period	No. IMTA/ Letter of Notification / Endorsement	Position
14.	Naoki Takeshita	Japan	E25E2C 1200JE 240481 057	11 Oct 25	51718283	Executive Officer Corporate Banking 4 Head

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 certain conditions (negative covenants) that could harm public shareholders. Since the issuance date of the Prospectus for Shelf Registered Bonds V Bank BTPN Phase I Year 2024 until the issuance date 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 ("**IFC Loan Agreement**")

Based on the IFC Loan Agreement, IFC agrees to provide a loan to the Company up to an amount in Rupiah equivalent to USD150,000,000,- (one hundred and fifty million United States Dollars). The purpose of the loan under the IFC Loan Agreement is to provide credit in the form of a credit line that will be used to fund (i) Loans for Micro, Small and Medium Enterprises (MSMEs) owned by women, (ii) green loans, and (iii) SCF loans. Repayment is made at the end of each term chosen by the Company to request disbursement, namely the fifth year from the date of each disbursement. The Company cannot make a withdrawal of this loan facility for the amount that has been repaid or settled.

Based on the IFC Loan Agreement, the Company is required to obtain prior written approval from IFC to be able to amend the articles of association and conduct a takeover, which is a plan for the use of funds in connection with the implementation of PMHMETD II. The Company has obtained approval for the Company's plan to amend the articles of association and conduct a takeover.

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

Based on the IFC Bonds agreement, IFC agrees to provide a loan to the Company up to a maximum amount of USD500,000,000 (five hundred million United States Dollars) divided into three categories, namely, green bonds of USD200,000,000 (two hundred million United States Dollars), social bonds of USD200,000,000 (two hundred million United States Dollars), and other bonds of USD100,000,000 (one hundred million United States Dollars). The purpose of the loan based on the IFC Bonds agreement is to provide credit financing and refinancing by the Company in accordance with the provisions of the agreement and to finance MSMEs that are predominantly owned by women. Repayment is made in the fifth year from the date of each disbursement. The Company cannot make a withdrawal of this loan facility for the amount that has been repaid or settled.

Based on the IFC Bonds, the Company is required to obtain prior written approval from the IFC to be able to amend the articles of association and conduct a takeover, which is a plan for the use of funds in connection with the implementation of PMHMETD II. The Company has obtained approval for the Company's plan to amend the articles of association and conduct a takeover.

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 Term Loan between the Company and BCA, made before Veronica Sandra Irawaty Purnadi as last amended by the Seventh Amendment to the Credit Agreement Number: 176/Add-KCK/2023 between the Company and BCA dated May 24, 2023 ("**BCA TL4**").

Based on BCA TL4, BCA agreed to provide credit facilities to the Company in the form of a revolving time loan facility with a principal amount not exceeding IDR1,000,000,000,000 (one trillion Rupiah). The purpose of the loan based on the BCA agreement in June 2015 is for the Company's working capital needs. The Company is required to pay interest at the interest rate on the interbank money market in Jakarta at the closing position as published by Reuters plus a margin of 0.4%. Repayment is made at the end of the period chosen by the Company to request a drawdown, which is a period that falls on 1 (one) month, 3 (three) months, 6 (six) months or 12 (twelve) months after the withdrawal date according to the Company's choice for each withdrawal. The Company can make a withdrawal of this loan facility

(revolving loan) for the amount that has been repaid or settled.

Based on BCA TL4, the Company is required to obtain prior written approval from BCA in order to carry out the takeover, which is a plan for the use of funds in connection with the implementation of PMHMETD II.

Based on the approval from BCA dated December 13, 2023, BCA has approved the Company's takeover plan for OTO and SOF.

- 2) Deed of Credit Agreement No. 12 dated May 15, 2009 regarding Term Loan between the Company and BCA, made before Sri Buena Brahmana as last amended by the Thirteenth Amendment to the Credit Agreement Number: 398/Add-KCK/2023 between the Company and BCA dated November 10, 2023 ("**BCA TL1**").

Based on BCA TL1, BCA agreed to provide credit facilities to the Company in the form of committed term loan revolving facilities with a principal amount not exceeding Rp500,000,000,000 (five hundred billion rupiah). The purpose of the loan based on the BCA agreement in May 2009 is for the Company's working capital needs. The Company is required to pay interest at the interest rate on the interbank money market in

Jakarta at the closing position as published by Reuters plus a margin of 0.4%. Repayment is made on the due date which can be selected by the Company at the time of withdrawal. The Company can withdraw this loan facility for the amount that has been repaid or settled.

Based on BCA TL1, the Company is required to obtain prior written approval from BCA to be able to carry out the takeover, which is a plan for the use of funds in connection with the implementation of PMHMETD II.

Based on the approval from BCA dated December 13, 2023, BCA has approved the Company's takeover plan for OTO and SOF.

- 3) Deed of Credit Agreement No. 4 dated May 4, 2018 between the Company and BCA, made before Veronica Sandra Irawaty Purnadi as last amended by the Fourth Amendment to the Credit Agreement Number: 144/Add-KCK/2023 between the Company and BCA dated May 4, 2023 ("**BCA TL2**").

Based on BCA TL2, BCA agreed to provide credit facilities to the Company in the form of a revolving time loan with a principal amount not exceeding Rp2,500,000,000,000 (two trillion five hundred billion Rupiah). The purpose of the loan based on the BCA agreement in May 2018 is for the Company's working capital needs. The Company is

required to pay interest at the interest rate on the interbank money market in Jakarta at the closing position as published by Reuters plus a margin of 0.4%. Repayment is made on the payment due date as stated in the credit facility withdrawal application letter, with the provision that the payment due date may not exceed November 4, 2024. The Company may make further credit facility withdrawals only based on written approval from BCA and in accordance with the terms and conditions set by BCA.

Based on BCA TL2, the Company is required to obtain prior written approval from BCA in order to carry out the takeover, which is a plan for the use of funds in connection with the implementation of PMHMETD II.

Based on approval from BCA dated December 13, 2023, BCA has approved the Company's plan to take over OTO and SOF.

- 4) Deed of Credit Agreement No. 10 dated November 29, 2022 concerning Time Loan Revolving between the Company and BCA, made before Veronica Sandra Irawaty Purnadi ("**BCA TL 2022**").

Based on the BCA TL 2022, BCA agrees to provide credit facilities to the Company in the form of a revolving

time loan with a principal amount not exceeding IDR1,000,000,000,000 (one trillion Rupiah). The purpose of the loan based on the BCA TL 2022 is for the Company's working capital needs. The Company is required to pay interest at the interest rate on the interbank money market in Jakarta at the closing position as published by Reuters plus a margin of 0.4%. Repayment is made on the payment due date as stated in the application letter for credit facility withdrawal, provided that the payment due date does not exceed 18 months from the date of withdrawal, but does not exceed the withdrawal and/or use deadline for the credit facility. The Company may withdraw the facility by fulfilling special provisions based on the BCA TL 2022.

Based on the BCA TL 2022, the Company is required to obtain prior written approval from BCA in order to carry out the takeover, which is a plan to use funds in connection with the implementation of PMHMETD II.

Based on the approval from BCA dated December 13, 2023, BCA has approved the Company's takeover plan of OTO and SOF.

- 5) Deed of Credit Agreement No. 1 dated April 1, 2015 concerning the Term Loan Agreement between the Company and BCA made before Veronica Sandra Irawaty Purnadi as last amended by the Eighth Amendment to the Credit

Agreement No: 343/Add-KCK/2023 dated September 27, 2023 ("BCA TL3").

Based on BCA TL3, BCA agrees to provide credit facilities to the Company in the form of a revolving time loan with a principal amount not exceeding IDR1,000,000,000,000 (one trillion rupiah). The purpose of the loan based on BCA TL3 is for the Company's working capital needs. The Company is required to pay interest at the interest rate on the interbank money market in Jakarta at the closing position as published by Reuters plus a margin of 0.4%. Repayment is made on the payment due date as stated in the credit facility withdrawal application letter, with the provision that the payment due date may not exceed April 1, 2025. The Company may withdraw the facility by fulfilling special provisions based on the BCA TL3 Agreement.

Based on BCA TL3, the Company is required to obtain prior written approval from BCA in order to carry out the takeover, which is a plan for the use of funds in connection with the implementation of PMHMETD II.

Based on the approval from BCA dated December 13, 2023, BCA has approved the Company's takeover plan of OTO and SOF.

c. Loan Agreement with SMBC Singapore

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

1) Amendment Agreement dated 15 December 2017

Loan agreement dated 15 December 2017 as last amended by the Additional Agreement dated 26 November 2021 between the Company and SMBC Singapore ("**SMBC December 15 Loan Agreement**")

Based on the SMBC December 15 Loan Agreement, SMBC Singapore agreed to provide credit facilities to the Company with a maximum aggregate principal amount of USD1,100,000,000 (one billion one hundred million United States Dollars) or an equivalent amount. The amount of loan interest is the sum of (i) margin calculated (for USD denomination): (a) 0.5% per annum for loans of 1 year or more but less than 2 years, (b) 0.625% per annum for loans of more than 2 years but less than or equal to 3 years, (c) 0.75% for loans of more than 3 years but less than or equal to 4 years, (d) 0.875% per annum for loans of more than 4 years but less than or equal to 5 years, (e) 1% for loans of more than 5 years but less than or equal to 6 years, (f) 1.125% per annum for loans of more than 6 years but less than or equal to 7 years,

plus (ii) cost of fund as determined by SMBC Singapore. Repayment is made upon the expiry of the term selected by the Company in each notice of borrowing or upon the termination date, whichever occurs first. The Company may make a withdrawal of this loan facility for the amount that has been repaid or settled on or before the availability period.

2) Loan Agreement dated 29 November 2019

Loan agreement dated 29 November 2019 between the Company and SMBC Singapore as last amended by the Supplemental Agreement dated 30 November 2023 ("SMBC November 29 USD 525 Million Loan Agreement")

Based on the SMBC November 29 USD 525 Million Loan Agreement, 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) margin 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) 1.0% 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% per annum for loans more than 6 years but less than or equal to 7 years, plus (ii) cost of funds as 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, whichever occurs first. The Company may make a withdrawal of this loan facility for the amount that has been repaid or settled on or before the availability period.

3) Loan Agreement dated 22 October 2020

Loan agreement dated 22 October 2020 as last amended by the Supplemental Agreement dated 30 November 2023 between the Company and SMBC Singapore ("**SMBC 22 October Loan Agreement**").

Based on the SMBC 22 October Loan Agreement, SMBC Singapore agreed 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 amount of loan interest is the sum of (i) margin 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) cost of funds determined by SMBC Singapore. Repayment shall 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. The Company may make a withdrawal of this loan facility for the amount that has been repaid or settled on or before the availability period.

4) USD400 Million Loan Agreement dated March 15, 2022

Loan agreement dated March 15, 2022 as last amended by the Supplemental Agreement dated March 21, 2023 between the Company and SMBC Singapore ("**SMBC Loan Agreement 1 March 15**")

Based on the SMBC Loan Agreement 1 March 15, SMBC Singapore agreed 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 an equivalent amount. The amount of loan interest is the sum of (i) margin calculated (for USD

denomination): (a) 0.66% per annum for loans less than or equal to 18 months, (b) 0.75% per annum for loans more than 18 months but less than or equal to 2 years, (c) 0.98% for loans more than 2 years but less than or equal to 4 years, (d) 1.10% per annum for loans more than 4 years but less than or equal to 5 years, (e) 1.20% for loans more than 5 years but less than or equal to 6 years, (f) 1.34% per annum for loans more than 6 years but less than or equal to 7 years, plus (ii) cost of fund as 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, whichever occurs first. The Company may make a withdrawal of this loan facility for the amount that has been repaid or settled on or before the availability period.

5) USD500 Million Loan Agreement dated March 15, 2022

Loan agreement dated March 15, 2022 as last amended by the Supplemental Agreement dated March 21, 2023 between the Company and SMBC Singapore ("**SMBC Loan Agreement 2 March 15**").

Pursuant to the SMBC Loan Agreement 2 March 15, SMBC Singapore agreed 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 an equivalent amount. The amount of loan interest is the sum of (i) margin calculated (for USD denomination): (a) 0.66% per annum for loans less than or equal to 18 months, (b) 0.75% per annum for loans more than 18 months but less than or equal to 2 years, (c) 0.98% for loans more than 2 years but less than or equal to 4 years, (d) 1.10% per annum for loans more than 4 years but less than or equal to 5 years, (e) 1.20% for loans more than 5 years but less than or equal to 6 years, (f) 1.34% per annum for loans more than 6 years but less than or equal to 7 years, plus (ii) cost of fund as 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, whichever occurs first. The Company may make a withdrawal of this loan facility for the amount that has been repaid or settled on or before the availability period.

6) USD300 Million Loan Agreement dated March 21, 2023

Loan Agreement dated November 29, 2019 as last amended by the Additional Agreement dated March 21, 2023 between the Company and SMBC Singapore ("**SMBC USD 300 Million Loan Agreement November 29**")

Based on the SMBC USD 300 Million Loan Agreement November 29, 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) margin calculated (for USD denomination): (a) 0.66% per annum for loans less than or equal to 18 months, (b) 0.75% per annum for loans more than 18 months but less than or equal to 2 years, (c) 0.98% for loans more than 2 years but less than or equal to 4 years, (d) 1.10% per annum for loans more than 4 years but less than or equal to 5 years, (e) 1.20% for loans more than 5 years but less than or equal to 6 years, (f) 1.34% per annum for loans more than 6 years but less than or equal to 7 years, plus (ii) cost of fund as 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, whichever occurs first. The Company may make a withdrawal of this loan facility for the amount that has been repaid or settled on or before the availability period.

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

Deed No. 24 dated 11 September 2019 concerning Bank BTPN's Continuous Bond IV Phase I Year 2019 ("2019 Bond") between the Company and Bank Mega made before Ashoya Ratam as last amended by Deed No. 09 dated 7 November 2019 ("PWA PUBO IV").

This PWA PUBO IV is in connection with the Company's Continuous Public Offering of the Company's Continuous Bond IV to the public, with a maximum issuance value of IDR5,000,000,000,000 (five trillion Rupiah) issued through the 2019 Bond and/or subsequent stages (if any). The 2019 Bonds were issued in two series, namely Series A of Rp799 billion which matures on November 26, 2022 and Series B of Rp201 billion which matures on November 26, 2024. The applicable interest for Series A bonds is 7.55% with a fixed interest rate and Series B of 7.75% with a fixed interest rate. The duties, obligations and responsibilities of the trustee end when (i) the bonds have been paid off, both the principal and interest, including fines (if any) and the trustee has received a report on the fulfillment of the Company's obligations from the paying agent, (ii) a certain date agreed upon in the Bank Mega Trustee Agreement after the principal maturity date of the 2019 Bonds or, (iii) after the appointment of a new trustee. As of the date of issuance of this Additional Information, the outstanding amount of the 2019 Series A Bonds has been fully paid.

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 Reference for Credit Financing No. PKS.165/DIR-4/0822 as amended by the First Addendum

to the 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, retirees of State Civil Apparatus, retirees of Civil Servants, retirees of PT Pos, retirees of the Indonesian National Army and retirees of the Indonesian National Police. The cooperation agreement is valid until July 25, 2026.

- 2) Cooperation Agreement on Pension Deduction for 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 the 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 the cooperation of pension deductions paid at the PT Pos office network to pay installments of credit facilities distributed by the Company and PT Pos will represent the Company to submit an application for flagging the Company's debtor data to PT Taspen (Persero) and PT

Asabri (Persero). The cooperation agreement is valid until July 25, 2025.

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

This cooperation agreement is 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 pawnshop PNS pensions, and recipients of veteran allowances, veteran honor funds, PKRI and KNIP paid by Taspen). The cooperation is stated in the Cooperation Agreement on Payment of Old Age Savings, Pensions, Work Accident Insurance and Death Insurance through Bank Account 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 Account 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. Reference Business Model Bancassurance Agreement with PT Asuransi Jiwa Sinarmas MSIG Tbk ("MSIG")

Perseroan mengadakan perjanjian kerja sama untuk mereferensikan produk Asuransi Jiwa Kumpulan (Mortgage Redemption Insurance/MRI) yang diterbitkan MSIG kepada nasabah Perseroan, sebagaimana dituangkan dalam Perjanjian Kerja Sama Bancassurance Model Bisnis Referensi Dalam Rangka Produk Bank Asuransi Jiwa Kredit Kumpulan (Mortgage Redemption Insurance/MRI) No. PKS.001/RLBPM/I/2022 tanggal 12 Januari 2022. Perjanjian kerja sama berlaku sejak 12 Januari 2022 sampai dengan 12 Januari 2025.

h. Bancassurance Agreement for Reference Activities with PT Avrist Assurance ("Avrist")

The Company entered into a cooperation agreement to reference the Avrist Pension Credit Life Insurance product with Avrist through the 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 Avrist Pension Credit Life Insurance Product No. No. BTPN: PKS.018/RLBPM/III/2023, dated February 1, 2023. The cooperation agreement is valid for five years from February 1, 2023.

i. Cooperation Agreement with Avrist

This cooperation agreement is made in connection with the appointment of Avrist as a provider of life insurance products to prevent the risk of uncollectible loans provided by the Company, as stated in the 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 the next period of 1 (one) year each or as mutually agreed by the parties.

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

The Company has entered into a cooperation agreement whereby the Company can expand its service by providing information related to certain insurance products from Generali and can facilitate the Company's customers to obtain certain insurance products provided by Asuransi Generali. The cooperation is stated 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.

k. Cooperation Agreement with Generali

This cooperation agreement is 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 the 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 the next period of 1 (one) year each or as mutually agreed by the parties.

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

The Company has entered into a cooperation agreement whereby the Company can expand its service 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 stated 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.

m. Cooperation Agreement with Allianz

This cooperation agreement is 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 the Cooperation Agreement No. 276/LGL/AG/ALLIANZ/XI/2008, dated November 26, 2008. The cooperation agreement is valid for 5 (five) years from November 26, 2008 and is automatically renewed for the next period of 5 (five) years each, or as mutually agreed by the parties.

n. 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

("KB Finansia Agreement"). Based on the KB Finansia 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.

o. 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 consumer durable 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 since 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.

p. 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 virtual accounts owned by the Company as a payment and transaction system for SOF, as stated in the Master Cooperation Agreement for 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 of the parties or the parties.

q. 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 virtual accounts owned by the Company as a payment and transaction system for OTO, as stated in the Master Cooperation Agreement for 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 will continue to be valid until terminated by one of the parties.

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

This cooperation agreement is made in connection with the cooperation for accepting payments for bills by OTO

consumers through the Company's Jenius application, as stated in the Derivative Agreement on Cooperation for Accepting 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 will continue 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 Prospectus for Continuous Bonds V Bank BTPN Phase I Year 2024 until the date of issuance of this Additional Information, the Company or Subsidiaries or each member of the Board of Directors and Board of Commissioners of the Company or Subsidiaries, are not currently a party to any case and there have been no notifications, threats or summonses involving or submitted to the Company and Subsidiaries that have the potential to become cases, which are material in nature and can negatively and materially affect the operational activities, business activities and income of the Company or Subsidiaries, either in civil or criminal cases and/or disputes/claims in court and/or arbitration bodies in the Republic of Indonesia or in administrative disputes with Government agencies or disputes related to labor issues or filed for bankruptcy by a third party, or have never been declared bankrupt, and are 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 AS WELL AS BUSINESS TRENDS AND PROSPECTS

1. Business Activities

The Company officially became a bank resulting from the merger between PT BANK BTPN Tbk and PT Bank Sumitomo Mitsui Indonesia (BSMI) on February 1, 2019 and offers more complete financial services for the entire spectrum of individual and business customers, from large corporations in major urban areas to medium and micro businesses and communities in rural areas. The Company is a bank that serves productive underprivileged communities (mass market), MSMEs, large corporations and retail supported by digital technology. The Company is currently headquartered in Jakarta with branches in more than 300 cities throughout Indonesia.

The Company offers various banking services through several of its business units. First, is Corporate Banking which is a business unit resulting from the merger with BSMI. Second, is Mitra Bisnis/SME which serves small and medium business customers. Third, Retail Banking which includes Retail Lending (consisting of Purna Bakti which focuses on the retiree and pre-retiree segments, and Mikro which serves micro-entrepreneur customers), Sinaya/Wealth Management Business which focuses on the growth of third-party funds and wealth management from the middle to upper income individual segment, and Jenius to answer the needs of urban customers who are more fluent in using smartphones.

To strengthen its commitment as a provider of comprehensive financial solutions for customers, as part of its growth strategy, in 2024, the Company has realized the plan to acquire 51% of shares in PT Oto Multiartha (OTO) and PT Summit Oto Finance (SOF) (hereinafter referred to as "OTO Group") by conducting a rights issue in March 2024. This acquisition will strengthen the synergy between Bank SMBCI and OTO Group in capturing growth opportunities in the four-wheeled and two-wheeled vehicle financing market in Indonesia. The joining of Bank SMBCI as a new shareholder is a positive step so that OTO Group can continue to present financing products and services that are increasingly comprehensive and increasingly relevant to the community. Currently, OTO Group is headquartered in Jakarta with more than 400 branch offices throughout Indonesia.

The Company carries out its community activities through the Corporate Social Responsibility (CSR) program. The Company integrates its social programs as part of its business activities. So that the motto "Together, we create opportunities for growth and a more meaningful life" is not only the Company's social activity - but is an inseparable part of daily banking business activities 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 SMBC Indonesia Tbk to PT Bank SMBC Indonesia Tbk. This step marks the transformation of Bank BTPN to respond to market dynamics and a growing

portfolio, so that it is expected to strengthen its position in the domestic market and emphasize the Company's relevance to broader segmentation through comprehensive and innovative financial services across all business lines. The brand transformation approved by the EGMS reflects a 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 in the micro, small and medium enterprises (MSMEs) sector and sustainable economy, increasing digital capabilities through Jenius, and the Daya program to improve the capabilities of customers and the wider community.

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

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

1) Main Business Activities, namely:

- Collecting funds from the public in the form of savings in the form of demand deposits, time deposits, certificates of deposit, savings and/or other forms that are equivalent to them, both in Rupiah and foreign currencies;

- Distributing funds collected from the public in the form of credit, both long-term, medium-term, and short-term, or loans in other forms that are commonly provided in the banking world, both in Rupiah and foreign currencies.

2) Supporting Business Activities, namely:

- Issuing debt acknowledgment letters;
- Buying, selling or guaranteeing at one's own risk or for the benefit of the customer's order:
 - Bills of exchange, including bills of exchange accepted by a bank whose validity period is no longer than the usual practice in the trade of the said letter;
 - Debt acknowledgment letters and other trade papers whose validity period is no longer than the usual practice in the trade of the said letter;
 - State treasury paper and government guarantee letters;
 - Bank Indonesia Certificates (SBI);
 - Bonds;
 - Commercial papers and/or promissory notes with a term of up to 1 (one) year;
 - Other securities instruments with a term of up to 1 (one) year.
- Transferring money, either for one's own benefit or for the benefit of customers;
- Placing funds in, borrowing funds from, or lending funds to, other banks, either by using letters,

telecommunications facilities or bearer drafts, checks or other means;

- Receiving payments from bills on securities and making calculations with or between third parties;
- Providing a place to store goods and securities;
- Carrying out custody activities for the benefit of other parties based on a contract letter and/or agreement;
- Placing funds from customers to other customers in the form of securities, either registered or not registered on the Stock Exchange;
- Purchasing collateral through auction or in other ways, either in whole or in part, in the event that the debtor does not fulfill its obligations to the Company, with the provision that the collateral purchased must be disbursed as soon as possible;
- Carrying out factoring activities, credit card business and trustee activities;
- Carrying out capital participation in banks that carry out business activities based on sharia principles, in accordance with the provisions stipulated by the authorized agency in the banking sector;
- Carrying out activities in foreign currency by fulfilling the provisions stipulated by the authorized party;
- Carrying out capital participation activities in banks (including sharia banks) or other companies in the financial sector, such as leasing, venture capital, securities companies, insurance, and clearing institutions, settlement and storage, in accordance with the provisions stipulated by the authorized party;

- Carrying out temporary capital participation activities to overcome the consequences of credit failure and/or other financing failures, on the condition that they must withdraw their participation in accordance with the provisions stipulated by the OJK;
- Acting as the founder of a pension fund and manager of a pension fund in accordance with the provisions of laws and regulations;
- Issuing documented credit (letters of credit) in various forms and bank guarantees;
- Conduct other activities commonly carried out by the Company as long as they do not conflict with laws and 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. In addition, Mitra Bisnis also develops and implements a behavior scoring model to shorten the credit extension process and support early alert mechanisms. In distributing credit, the Company continues to adhere to the principles of healthy credit provision and the principle of prudence. Mitra Bisnis also develops electronic channels through Digital SME which currently has digital

capabilities for funding, payments, transactions and simple cash management.

Business Partner Performance

As of September 2024, the Company has outstanding credit to Business Partner customers of IDR14,459 billion or an increase of 12% compared to the same period in 2023 of IDR12,880 million. As of September 30, 2024, the Company has more than 3,200 Business Partner customers, an increase of 14% compared to the same period in 2022 of more than 2,800 customers.

Corporate Segment

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

Corporate Performance

As of September 30, 2024, the Company had outstanding credit to corporate customers of Rp96,462 billion and provided the largest contribution to the Company's total consolidated gross loans, which was 55%.

Retail Banking Segment

- **Wealth Management Business - Sinaya**

Sinaya is the Company's retail business line that focuses on products and services for middle to upper segment customers.

Sinaya focuses on collecting third-party funds and along with the increasing need for alternative investment products other than savings/deposits, product and service development will also focus on wealth management products.

Sinaya Performance

As of September 30, 2024, the Company had 141,372 BTPN Sinaya customers, an increase of 3.7% compared to the same period in 2023 of 136,315 customers. As of September 2024, BTPN Sinaya customers (including Jenius Sinaya) had savings of IDR26,173,664 million, an increase of 11.1% compared to the same period in 2023 of IDR23,553,626 million.

- **Retail Lending**

- Pension

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

- Pre-Retirement Private Segment

Pre-Retirement products for the private employee segment which will later partner with private pension funds or third parties who have access to the private segment pension funds.

- o Active Employees

Products targeting active employees in the civil servant, BUMN and private segments through employee loan products with installment payments sourced from salaries. The Company collaborates with companies that are already corporate and commercial customers as the main focus, in addition to other potential companies.

Pension Performance, Pensioners in the Private Segment and Active Employees

As of September 30, 2024, the Company has outstanding credit to Pensioners, Pensioners & Active Employees of Rp22,012 billion or down 3% compared to the same period in 2023 of Rp22,608 billion. As of September 30, 2024, the Company has Pensioners, Pre-Pensioners in the Private Segment & Active Employees of 377,653, down 5% compared to the same period in 2023 of 397,209 customers.

- Micro (Micro Business)

Micro is committed to focusing on banking financial transaction services and credit distribution to productive economic actors in the micro sector and their communities in Indonesia.

Since 2008, the MSME segment in the Company has been established and has undergone a transformation process in accordance with the development of banking services and adjusting to the needs of MSME business actors in Indonesia.

Mikro also continues to optimize the digitalization process by using digital applications and internal systems through the conversion of the transformation model using a hybrid model (a combination of sales force and digital processes). BTPN Mikro collaborates by establishing local partnerships within the MSME community to develop its business using a digital banking platform.

Mikro Performance

As of September 30, 2024, the Company had outstanding credit to Mikro customers of IDR1,741 billion or an increase of 61% compared to the same period in 2023 of IDR1,084 billion. As of September 30, 2024, the Company had 13,523 Mikro customers, an increase of 6% compared to the same period in 2023 of 12,719 customers.

- Joint Finance

Joint Finance Business Development is carried out for financing to end-users through cooperation with finance companies (Multifinance) with a joint financing scheme

and cooperation with financial technology-based companies (fintech) through a channeling scheme.

Joint Finance Performance

As of September 30, 2024, the Company had outstanding Joint Finance credit of IDR4,164 billion or an increase of 676% compared to the same period in 2023 of IDR536 billion.

- **Jenius**

This product is a Smart Digital Banking, launched in 2016 targeting digitally savvy mass-affluent individuals in big cities. Jenius offers easy features to manage finances via smartphone.

Jenius Performance

As of September 30, 2024, the Company had 5,124,928 Jenius customers, an increase of 21.1% compared to the same period in 2023 of 4,232,762 customers. As of September 2024, Jenius had deposits of IDR22,451,981 million, an increase of 5.6% compared to the same period in 2023 of IDR21,261,816 million.

The Company may carry out other activities commonly carried out by banks in Indonesia as long as they do not conflict with laws and regulations.

2. Business Prospects

The global economy is predicted to grow steadily amidst increasing risks and uncertainties going forward. Continued geopolitical tensions in the Middle East, the direction of monetary policy influenced by the outlook for disinflation and slowing economic growth in developed countries, as well as geo-economic and trade fragmentation are some of the things that are of concern to the market. Based on estimates from Bank Indonesia, world growth in 2024 is predicted to grow by 3.2% with a slowing trend. Global inflation is on a downward trend, thus encouraging convergence of monetary policy easing, especially in developed countries. For domestic, Bank Indonesia predicts economic growth in 2024 to be in the range of 4.7-5.5% and increase in 2025. The domestic inflation rate continues to decline until September 2024 at 1.84% yoy with core inflation of 2.09% yoy. This level is within Bank Indonesia's target of 1.5% to 3.5%. Core inflation is expected to be maintained along with inflation expectations anchored within the target, the economy's capacity is still large and can respond to domestic demand, imported inflation is controlled in line with the Rupiah exchange rate stabilization policy. The stability of the Rupiah exchange rate is maintained in accordance with the policy commitment taken by Bank Indonesia. The Rupiah exchange rate is expected to be stable in line with

attractive yields, low inflation, and the continued good prospects for Indonesia's economic growth. Globally, interest rates have started their downward trend, Bank Indonesia also lowered the policy interest rate to 6.00% in September 2024. Bank Indonesia continues to monitor the room for lowering the policy interest rate while still paying attention to the prospects for inflation, the Rupiah exchange rate, and economic growth.

In 2024, industrial credit is predicted 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 credit distribution, continued reallocation of liquid assets to credit by banks, and support from KLM Bank Indonesia. From the demand side, credit growth was supported by maintained corporate business performance. Sectorally, credit growth in the majority of economic sectors remained strong, especially in the Business Services, Trade, Industry, Mining, and Transportation sectors. Based on usage groups, growth in working capital credit, consumer credit, and investment credit were 10.01% yoy, 10.88% yoy, and 12.26% yoy in September 2024, respectively. Sharia financing grew by 11.37% yoy, while MSME credit grew by 5.04% yoy. In addition, banking liquidity remains adequate, reflected in the high ratio of Liquid Assets to Third Party Funds in September 2024 of 25.40%. The banking capital adequacy ratio in August 2024 was recorded at 26.69% and the banking non-performing loan ratio in August 2024 was maintained at low, at 2.26% (gross) and 0.78% (net). By utilizing the potential for economic growth and banking industry credit, the Company will focus on growing credit distribution by setting a risk appetite that is in line with the

required objectives and through the value chain, growing the retail customer base by optimizing distribution channels, as well as cross-business line collaboration and strategic partnerships with the market ecosystem. The Company also continues its CASA growth strategy and increases fee-based income, including through foreign exchange (forex), digital solutions and wealth management through Jenius for retail customers, trade and cash management for corporate customers.

3. Business Competition

The Company faces competition in carrying out its business activities with the increasing application of digital technology that continues to develop in the banking industry, both from fintech companies, digital banks and conventional banks with digital banking services as well as competition from large-scale banks, while the Company continues to strive to increase its market share.

The Company's closest competitors are currently national private banks included in the category of Bank Groups Based on Core Capital (KBMI) 3.

Business competition can be seen, among others, based on total assets owned, the amount of third-party funds successfully collected and the amount of loans provided by the Company. The

following is a table of the Company's market share in the Indonesian banking industry as of September 30, 2024:

(In billions of Rupiah)

Criteria	Information	As of December 31		As of
		2022	2023	September 30, 2024
Total Asset	Industry	11,113,321	11,765,838	12.090.887
	Company	209,170	201,448	228.584
	Market share	1.9%	1.7%	1,9%
Amount of Party Funds Third	Industry	8,153,590	8,457,929	8.469.871
	Company	114,867	108,199	113.395
	Market share	1.4%	1.3%	1,3%
Amount Distributed Credit	Industry	6,423,564	7,090,243	7.507.704
	Company	146.124	156,561	175.101
	Market share	2.3%	2.2%	2,3%

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

Note: Industry data for 2024 uses OJK's Indonesian Banking Statistics (SPI) Data as of August 2024.

4. Company Strategy

The Company has a long-term goal to become a top-class bank with complete services in Indonesia that offers competitive products in retail, business banking and corporate supported by digital technology.

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

1) Growth and Value Development, including:

- Achieving business scale to ensure sustainable revenue and profit growth.
- Achieving organic and inorganic growth.
- Utilizing digital technology in providing complete products, services, payments and transaction capabilities.

2) Healthy Bank Management, including:

- Implementing global standards for Governance, Compliance, Risk Management including cyber risk management and HR practices.
- Implementing Environmental, Social, and Governance (ESG) principles.
- Investment policies that balance achieving profitability with sustainable growth in the future.

3) Synergy:

- Optimizing cooperation within the Company, with BTPN Syariah 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 loans by setting a risk appetite that is in line with the required objectives and through the value chain.
- 2) Increase retail customer base and revenue by enhancing Jenius' capabilities as a platform and wealth management, optimizing distribution channels, cross-business collaboration, and strategic partnerships with the market ecosystem.
- 3) Increase CASA and fee-based income and foreign exchange by developing customer value propositions, capabilities, products and services.
- 4) Invest in talent, instill a high-performance, trust-based culture.
- 5) Implement operational excellence bank-wide by implementing digitalization and process excellence.
- 6) Optimize resource utilization and Return on Assets.
- 7) Develop value propositions and collaborations that are optimized to the level permitted by regulators with other SMBC subsidiaries in Indonesia and SMBC's global network.

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












5. Intellectual property rights

As of the date of issuance of this Additional Information, the Company also has intellectual property rights in the form of brands and copyrights which have obtained brand certificates and copyright certificates, namely as follows:

a. Brand certificate

No.	Brand	Registration Number	Expiry Date
1.		IDM000796474	8 June 2026
2.		IDM000747881	30 August 2027
3.		IDM000518803	9 December 2033
4.	TOUCHBIZ	IDM000948299	26 January 2031
5.	TOUCHBIZ	IDM000948130	26 January 2031
6.		IDM000960321	17 March 2031
7.		IDM000959240	17 March 2031

No.	Brand	Registration Number	Expiry Date
8.		IDM000925063	31 December 2030
9.		IDM000925552	31 December 2030
10.		IDM000373131	10 March 2031
11.		IDM000530439	2 April 2034
12.		IDM000641785	6 August 2025
13.		IDM000795577	15 August 2025
14.		IDM000795575	15 August 2026
15.		IDM000795570	15 August 2026
16.		IDM000867537	6 December 2029
17.		IDM000867538	6 December 2029
18.		IDM000867539	6 December 2029

No.	Brand	Registration Number	Expiry Date
19.		IDM000867542	6 December 2029
20.		IDM000858339	20 December 2029
21.		IDM000858354	20 December 2029
22.		IDM000858377	20 December 2029
23.		IDM000858387	20 December 2029
24.		IDM000867543	6 December 2029
25.		IDM000867544	6 December 2029
26.		IDM000982010	20 December 2029
27.		IDM000858326	20 Desember 2029
28.	 Dream Saver	IDM000845344	30 September 2029
29.	 Dream Saver	IDM000905556	30 September 2029

No.	Brand	Registration Number	Expiry Date
30.	 Split Bill	IDM000845743	1 October 2029
31.	 Split Bill	IDM000845745	1 October 2029
32.	 Pay Me	IDM000845741	1 October 2029
33.	 Moneymoji	IDM000845738	1 October 2029
34.	 Moneymoji	IDM000845740	1 October 2029
35.	 Momoji	IDM000845735	1 October 2029
36.	 Maxi Saver	IDM000845467	1 October 2029
37.	 Maxi Saver	IDM000926159	1 October 2029
38.		IDM000846103	1 October 2029
39.		IDM000845717	1 October 2029

No.	Brand	Registration Number	Expiry Date
40.	 Flexi Saver	IDM000845306	1 October 2029
41.	 Flexi Saver	IDM000846000	1 October 2029
42.	 Flexi Cash	IDM000845352	30 September 2029
43.	 Flexi Cash	IDM000845424	30 September 2029
44.	 Jenius QR	IDM000931591	18 October 2030
45.	 Jenius QR	IDM000931596	18 October 2030
46.	 MoneyTory	IDM000997088	18 October 2030
47.	 MoneyTory	IDM000931605	18 October 2030
48.	 split pay	IDM001095360	9 August 2032
49.	 split pay	IDM001093226	9 August 2032

No.	Brand	Registration Number	Expiry Date
50.		IDM000373135	10 March 2031
51.		IDM000677667	8 June 2026
52.		IDM000677662	8 June 2026
53.		IDM000677671	8 June 2026
54.		IDM000867546	6 December 2029
55.		IDM000964800	5 March 2030
56.		IDM000964801	5 March 2030
57.		IDM000965046	5 March 2030
58.		IDM000965047	5 March 2030
59.		IDM001091601	21 September 2032
60.		IDM001091600	21 September 2032

b. Create Right

No.	Title Creation	Type Creation	Number Application	Validity period
1.	Daya.id	Computer program	EC00202112795	8 December 2067
2.	Tumbuh and Menjadi Inspirasi	Song	C00201404417	2 Juli 2064
3.	Jenius Life Finance App & Microservices Source Code	Computer program	EC00201982851	1 April 2068
4.	BTPN Wow Core	Computer program	EC00201982862	30 March 2065

VII. TAXATION

Taxes on income derived from Bond ownership received or obtained by Bondholders are calculated and treated in accordance with applicable tax regulations.

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

- a. On bond interest with coupons (interest bearings debt securities) amounting to: (i) 10% for domestic taxpayers and permanent establishments ("**BUT**"); and (ii) 10% or in accordance with the rate based on the double tax avoidance agreement ("**P3B**") for foreign taxpayers other than BUT. The amount subject to tax is calculated from the gross amount of interest according to the holding period period) bonds;
- b. On bond discounts with coupons of: (i) 10% for domestic taxpayers and PE; and (ii) 10% or in accordance with the rate based on P3B for foreign taxpayers other than BUT. The amount subject to tax is calculated from the excess of the

selling price or nominal value over the purchase price of the bond, excluding accrued interest interest);

- c. On discount bonds without interest (zero coupon bond) or non-interest bearing debt securities amounting to: (i) 10% for domestic taxpayers and BUT; and (ii) 10% or in accordance with the rate based on P3B for foreign taxpayers other than BUT. The amount subject to tax is calculated from the excess of the selling price or nominal value over the purchase price of the bond;
- d. On interest and/or discounts from bonds received and/or obtained by mutual fund taxpayers and taxpayers from 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 or recorded on OJK of 10% for 2021 and beyond.

This final tax deduction is not applied to interest or bond discounts received or accrued by the Taxpayer:

- a. Pension funds whose establishment or establishment has been approved by the Minister of Finance or has obtained permission from the OJK and meets the requirements as regulated 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 foreign bank branches in Indonesia.

PROSPECTIVE BOND BUYERS IN THIS PUBLIC OFFERING OF BONDS ARE URGED TO CONSULT WITH THEIR RESPECTIVE TAX CONSULTANT REGARDING THE TAX CONSEQUENCES ARISING FROM THE RECEIPT OF INTEREST, PURCHASE, OWNERSHIP OR SALE OR OTHERWISE TRANSFER OF THE BOND PURCHASED THROUGH THIS PUBLIC OFFERING OF BOND.

VIII. BOND EMISSION GUARANTEE

1. Bond Underwriting

Based on the terms and conditions stated in the Bond Underwriting Agreement, the Bond Underwriters and Bond Underwriters whose names are listed below have agreed to offer the Bonds to the public with full commitment. This Bond Underwriting Agreement eliminates any similar written or unwritten agreements that previously existed.

The party acting as Allotment Manager in this Bond Public Offering is PT Indo Premier Sekuritas.

The composition and number of portions and percentages of the members of the Bond Underwriters and Bond Underwriters syndicate are as follows:

No	Information	Guarantee Portion (IDR)			%
		Series A	Series B	Total	
1.	PT Aldiracita Sekuritas Indonesia	27,000,000, ,000	145,000,000, ,000	172,000,000, 000	12.32%
2.	PT BCA Sekuritas	27,400,000, ,000	447,000,000, ,000	474,400,000, 000	33.97%

3.	PT Ina				
	Sekuritas	30,000,000	71,000,000,	101,000,000,	7.23%
	Indonesia	,000	000	000	
4.	PT Indo				
	Premier	169,505,00	196,505,000	366,010,000,	26.21%
	Sekuritas	0,000	,000	000	
5.	PT Mandiri				
	Sekuritas	176,005,00	107,000,000	283,005,000,	20.27%
		0,000	,000	000	
	Amount	429.910.00	966.505.000	1.396.415.000.0	100.
		0.000	.000	00	00%

Furthermore, the Bond 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 Underwriters and/or Bond Underwriters firmly state that they have no affiliation with the Company as defined in UUP2SK.

2. Determination of Bond Principal Amount and Bond Interest Rate

Bond prices are determined based on the results of agreements and negotiations between the Company and the Bond Underwriter,

taking into account several factors and parameters, namely the results of the initial offering (bookbuilding) on 11 - 22 November 2024, market conditions for bonds, benchmarks for Government bonds (according to maturity maturity of each Bond series), and risk premium (according to the Bond rating).

IX. INFORMATION REGARDING THE TRUSTEE

General

In the context of this Public Offering of Bonds, the Trusteeship Agreement of Shelf Registered Bonds V Bank SMBC Indonesia Phase II Year 2024, No. 50 dated November 29, 2024, made before Ashoya Ratam, S.H., Notary in Jakarta, has been signed between the Company and Bank Mega as Trustee. Thus, Bank Mega acts as Trustee or an entity entrusted to represent the interests of Bondholders as stipulated in the Capital Market Law.

Bank Mega in the issuance of these Bonds acts as Trustee and has been registered with Bapepam and LK (now OJK) with 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 Development and Strengthening of the Financial Sector.

Based on:

- Statement Letter No. 2980/CAMS-WA/24 dated November 25, 2024, Bank Mega as the Trustee stated that during its term as the Trustee it will not:

- (i) Have a credit and/or financing relationship with the Company in an amount exceeding the provisions in POJK No. 19/2020;
 - (ii) Receive and request payment in advance for the Company's obligations to Bank Mega which carries out activities as the Trustee as a creditor in the event that the Company experiences financial difficulties, so that it is unable to fulfill its obligations to holders of debt securities and/or Sukuk, where the implementation still takes into account the provisions of the laws and regulations in force in the Republic of Indonesia; and/or
 - (iii) Act as a guarantor and/or provider of collateral in the issuance of debt securities, sukuk, and/or obligations of the Company.
- Statement Letter No. 2979/CAMS-WA/24 dated November 25, 2024, Bank Mega as the Trustee stated that it currently has no Affiliated relationship with the Company and during its term as the Trustee will not have any Affiliated relationship with the Company, as stipulated in POJK No. 19/2020;
 - Statement Letter No. 2981/CAMS-WA/24 dated November 25, 2024, Bank Mega as the Trustee stated 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 of PT Bank Karman domiciled in Surabaya, based on Deed of Establishment No. 32 dated April 15, 1969 which was later amended based on Deed of Amendment No. 47 dated November 26, 1969, where both deeds were made before Mr. Oe Siang Djie, Notary in Surabaya. This deed of establishment was legalized by the Minister of Justice of the Republic of Indonesia in Decree No. J.A.5/8/1 dated January 16, 1970, registered at the Surabaya District Court Clerk's Office under No. 94/1970 dated February 4, 1970 and has been announced in the State Gazette of the Republic of Indonesia No. 13 dated February 13, 1970, Supplement No. 55. The Articles of Association of PT Bank Karman have subsequently been amended several times.

PT Bank Karman obtained a license to operate as a general bank based on the Decree of the Minister of Finance of the Republic of Indonesia with 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 deed has obtained approval from the Minister of Justice of the Republic of Indonesia with a decree No. C2-1345 HT.01.04.TH.92 dated February 12, 1992, registered in the register book at the Central Jakarta District Court under No. 741/1992 dated March 9, 1992 and has been announced in the State Gazette of the Republic of Indonesia No. 36 dated May 5, 1992, Supplement No. 2009. The change of name of PT Mega Bank has been approved by

the Minister of Finance of the Republic of Indonesia with a 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 made before Masjuki, S.H., at that time a substitute for Imas Fatimah, S.H., Notary in Jakarta, which deed has obtained approval from the Minister of Law and Human Rights of the Republic of Indonesia with Decree No. AHU-45346.AH.01.02.Year 2008 dated July 28, 2008, and has been 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 undergone several amendments and have been amended to comply with POJK Number 15/POJK.04/2020 and POJK Number 16/POJK.04/2020 with 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, whose receipt of 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 with its letter No. AHU-0049921.AH.01.11. Year 2021 dated March 17, 2021.

Bank Mega's articles of association have undergone several amendments, most recently with the Deed of Amendment to the Articles of Association of PT Bank Mega Tbk dated March 12, 2021 No. 07, made before Dharma Akhyuzi, S.H., Notary in Jakarta, whose receipt of notification of changes 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 with his letter No. AHU-0049921.AH.01.11. Year 2021 dated March 17, 2021 and Deed of Amendment to the Articles of Association of PT Bank Mega Tbk dated February 27, 2023 No. 08, made before Dharma Akhyuzi, S.H., Notary in Jakarta, whose receipt of notification of changes 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 with his letter No. AHU-AH.01.03-0038091 dated March 10, 2023 and has obtained approval from the Minister of Law and Human Rights with Decree No. AHU-0015234.AH.01.02.YEAR 2023 dated March 10, 2023.

The latest changes to the composition of the Board of Commissioners and Board of Directors as stated in the deed dated No. 02 dated March 4, 2024 made before Dharma Akhyuzi, S.H., Notary in Jakarta, whose receipt of notification of changes 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 with its letter No. AHU-AH.01.09-0090709 dated March 4, 2024.

2. Capital Structure and Shareholder Composition

The composition of Bank Mega shareholders as of September 30, 2024 based on the interim financial statement is as follows:

Holder Share	Nominal Value IDR 500,- per share		
	Number of Shares	Total Share Value (IDR)	(%)
Capital Base	27,000,000,000	13,500,000,000,000	
Capital Placed And Deposited Full			
- 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
Amount Capital Placed And Deposited Full	11,740,923,365	5,870,461,682,500	100.00
Amount Share in Portfolio	15,259,076,635	7,629,538,317,500	

3. Management and Supervision Structure

The composition of the Board of Commissioners and members of the Board of Directors of Bank Mega is in accordance with Deed No. 2 dated 4 March 2024 made before Dharma Akhyuzi, SH, Notary in Jakarta is as follows:

Board of Commissioners

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

Board of Directors

President Director : Kostaman Thayib
Deputy President Director : Indivara Erni
Deputy President Director : Lay Diza Larentie
Director : Yuni Lastianto
Director : Madi Darmadi Lazuardi
Director : Martin Mulwanto
Director : Ir.C. Guntur Triyudianto

Director : YB Hariantono

4. Business Activities

As a commercial bank, Bank Mega carries out business in the banking sector in the broadest sense with the vision of being the pride of the nation and the mission of creating 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.

Various kinds of services have been provided, including the provision of Telecommunication Payment Services, Mega Transactional Banking, Mega Internet Banking, Capital Market Services (Trustee, Monitoring Agent, Custodian Services, Collateral Agent, Facility Agent, Escrow Agent), Bank Administrator of Customer Fund Accounts and Payment Bank, Consumer Credit, Commercial Credit, Corporate Credit, International Transaction (Remittance, Collection, Trade Finance), Treasury/Global Service (Foreign Exchange Transaction, 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 Payment and product launches savings.

In an effort to realize performance in line with the name it bears, Bank Mega adheres to the principles of professionalism, openness and prudence supported by a strong capital structure and the latest 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 September 30, 2024, Bank Mega had 373 Branch Offices, Assistant Branch Offices, Regional Offices, and Functional Offices.

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

5. Main Duties of the Trustee

In accordance with POJK No. 19/2020, and then confirmed in the Trustee Agreement, the main duties of the Trustee include:

- a. representing the interests of the Bondholders, both inside and outside the court in accordance with the

-
- Trustee Agreement and the laws and regulations in force in the Republic of Indonesia;
- b. binding themselves to carry out the main duties and responsibilities as referred to in letter a since signing the Trustee Agreement with the Company, but the representation shall be effective when the Bonds have been allocated to 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 statements or information relating to the implementation of trustee duties to the OJK.

6. Appointment, Replacement, and Termination of Duties of Trustee

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

- a. The appointment of the Trustee for the first time is carried out by the Company, as stated in the Trusteeship Agreement;
- b. Replacement of the Trustee is carried out if one of the following reasons occurs:
 - (i) The Trustee no longer meets the requirements to carry out the function as Trustee in

accordance with the provisions of laws and regulations;

- (ii) The business license of a general bank that carries out activities as a Trustee is revoked;
- (iii) Cancellation of the registered certificate or freezing of the Trustee's business activities;
- (iv) The Trustee is dissolved by a judicial body or by another official body and has permanent legal force or is deemed to have been dissolved based on the provisions of laws and regulations;
- (v) The Trustee is declared bankrupt by a competent judicial body or its operations and/or business activities are frozen by the competent party;
- (vi) The Trustee is unable to carry out its obligations, based on the Trustee Agreement and/or the decision of the RUPO and/or laws and regulations;
- (vii) The Trustee violates the provisions of the Trustee Agreement and/or laws and regulations in the financial services sector;
- (viii) The emergence of an Affiliate relationship between the Trustee and the Company after the appointment of the Trustee, unless the Affiliate relationship occurs due to ownership or capital participation by the Government;

- (ix) The emergence of a credit relationship that exceeds the amount as stipulated in POJK No. 19/2020;
 - (x) At the request of the Bondholders as stipulated in POJK No. 19/2020.
 - (xi) In the event that the Company does not pay the Trustee's service fee as referred to in Article 4 of the Trustee Agreement after the Trustee submits a written payment request 3 (three) times in a row to the Company, or in the event that the Company is negligent/breaching its promise in accordance with the provisions in Article 9 of the Trustee Agreement,
- c. The Trustee's duties, obligations, and responsibilities shall end when:
- (i) the Bonds have been paid off, including the Principal, Bond Interest including Fines (if any) and the Trustee has received a report on the fulfillment of the Company's obligations from the Paying Agent or the Company or the Company if the Company does not use a Paying Agent;
 - (ii) the Bonds have been converted in full into shares;
 - (iii) a certain date agreed upon in the Trustee Agreement after the Bond Principal Maturity Date;
 - (iv) after the appointment of a new trustee.

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

- Shelf Registered Bonds I XL Axiata Phase II of 2019
- Shelf Registered Sukuk Ijarah II XL Axiata Phase II of 2019
- Shelf Registered Bonds I Aneka Gas Phase III of 2019
- Shelf Registered Sukuk Ijarah I Aneka Gas Industri Phase III of 2019
- Shelf Registered Bonds III Waskita Karya Phase IV of 2019
- Sukuk Wakalah Medco Power Indonesia II of 2019
- Shelf Registered Bonds III PNM Phase I of 2019
- Shelf Registered Bonds II Adhi Karya Phase II of 2019
- Shelf Registered Bonds II Bank Victoria Phase I of 2019
- Shelf Registered Subordinated Bonds II Bank Victoria Phase I of 2019
- Shelf Registered Bonds III Bank BTN Phase II Year 2019
- Shelf Registered Bonds I Waskita Beton Precast Phase I Year 2019
- Shelf Registered Bonds I Bank BJB Phase III Year 2019
- Shelf Registered Bonds I Waskita Beton Precast Phase II Year 2019
- Shelf Registered Subordinated Bonds II Bank Victoria Phase II Year 2019
- Shelf Registered Bonds IV Bank BTPN Phase I Year 2019
- Shelf Registered Bonds III PNM Phase II Year 2019

- Bonds II Kereta Api Indonesia Year 2019
- Shelf Registered Bonds I Indonesia Infrastructure Finance Phase I Year 2019
- Shelf Registered Subordinated Bonds II Bank BJB Phase I Year 2020
- Shelf Registered Subordinated Bonds II Bank Victoria Phase III Year 2020
- Shelf Registered Bond II SMART Phase I of 2020
- Shelf Registered Bonds III PNM III PNM Phase III of 2020
- Shelf Registered Bonds II Batavia Prosperindo Finance Phase II of 2020
- Shelf Registered Bonds IV Pegadaian Phase I of 2020
- Shelf Registered Sukuk Mudharabah I Pegadaian I Phase I of 2020
- Shelf Registered Bonds IV Pegadaian Phase II of 2020
- Shelf Registered Sukuk Mudharabah I Pegadaian I Phase II of 2020
- Shelf Registered Bonds III Lautan Luas Phase I of 2020
- Shelf Registered Bonds I Dharma Satya Nusantara Phase I of 2020
- Shelf Registered Bonds IV Indomobil Finance Indonesia With Fixed Interest Rate Phase I of 2020
- Shelf Registered Bonds IV Waskita Karya Phase I of 2020
- Shelf Registered Bonds I Angkasa Pura II Phase II Year 2020
- Shelf Registered Bonds II Aneka Gas Industri Phase I Year 2020

- Shelf Registered Sukuk Ijarah I Aneka Gas Industri Phase I Year 2020
- Shelf Registered Bonds II Pupuk Indonesia Phase I Year 2020
- Shelf Registered Bonds II Jasa Marga Phase I Year 2020
- Bonds I Polytama Propindo Year 2020
- Sukuk Ijarah I Polytama Propindo Year 2020
- Shelf Registered Bonds IV Pegadaian Phase III Year 2020
- Shelf Registered Sukuk Mudharabah I Pegadaian I Phase III Year 2020
- Shelf Registered Bonds II Aneka Gas Industri Phase II Year 2020
- Shelf Registered Sukuk Ijarah II Aneka Gas Industri Phase II Year 2020
- Shelf Registered Bonds I Indonesia Infrastructure Finance Phase II Year 2020
- Shelf Registered Bonds II SMART Phase II Year 2020
- Shelf Registered Bonds III PNM III PNM Phase IV Year 2020
- Shelf Registered Bonds I Wijaya Karya Phase I Year 2020
- Shelf Registered Sukuk Mudharabah I Wijaya Karya Phase I Year 2020
- Shelf Registered Bonds II SMART Phase III Year 2021
- Shelf Registered Bonds I Wijaya Karya Phase II Year 2021
- Shelf Registered Sukuk Mudharabah I Wijaya Karya Phase II Year 2021

- Shelf Registered Bonds II Pupuk Indonesia Phase II Year 2021
- Shelf Registered Bonds III PNM III PNM Phase V Year 2021
- Shelf Registered Bonds IV Pegadaian Phase IV Year 2021
- Shelf Registered Sukuk Mudharabah I Pegadaian I Phase IV Year 2021
- Shelf Registered Bonds III SMART Phase I Year 2021
- Shelf Registered Bonds II Aneka Gas Industri Phase III Year 2021
- Shelf Registered Sukuk Ijarah II Aneka Gas Industri Phase III Year 2021
- Shelf Registered Bonds III Adhi Karya Phase II Year 2021
- Shelf Registered Sukuk Ijarah I Intiland Development Phase I Year 2021
- Shelf Registered Bonds I Angkasa Pura I Phase I Year 2021
- Shelf Registered Sukuk Ijarah I Angkasa Pura I Phase I Year 2021
- Shelf Registered Bonds II Wijaya Karya Phase I Year 2021
- Shelf Registered Sukuk Mudharabah II Wijaya Karya Phase I Year 2021
- Bonds III Waskita Karya Year 2021
- Shelf Registered Bonds III SMART Phase II Year 2021
- Shelf Registered Bonds III Lautan Luas Phase II Year 2021
- Shelf Registered Bonds IV Indomobil Finance Indonesia With Fixed Interest Rate Phase II Year 2021

- Shelf Registered Bonds IV PNM Phase I Year 2021
- Shelf Registered Bonds II Aneka Gas Industri Phase IV Year 2021
- Shelf Registered Sukuk Ijarah II Aneka Gas Industri Phase IV Year 2021
- Shelf Registered Bonds III SMART Phase III Year 2022
- Shelf Registered Bonds II Wijaya Karya Phase II Year 2022
- Shelf Registered Sukuk Mudharabah II Wijaya Karya Phase II Year 2022
- Shelf Registered Bonds IV Indomobil Finance With Fixed Interest Rate Phase III Year 2022
- Shelf Registered Sukuk Ijarah II Aneka Gas Industri Phase V Year 2022
- Shelf Registered Bonds IV PNM Phase II Year 2022
- Shelf Registered Bonds V Pegadaian Phase I Year 2022
- Shelf Registered Sukuk Mudharabah II Pegadaian Phase I Year 2022
- Shelf Registered Bonds III Adhi Karya Phase III Year 2022
- Shelf Registered Bonds IV SMART Phase I Year 2022
- Shelf Registered Bonds V Indomobil Finance With Fixed Interest Rate Phase I Year 2022
- Shelf Registered Bonds V Indomobil Finance With Fixed Interest Rate Phase I Year 2022
- Shelf Registered Sukuk Wakalah I Medco Power Indonesia Phase I Year 2022

- Shelf Registered Bonds I Kereta Api Indonesia Phase I Year 2022
- Shelf Registered Sukuk Ijarah Kereta Api Indonesia Phase I Year 2022
- Shelf Registered Bonds V PNM Phase I Year 2022
- Shelf Registered Bonds V Pegadaian Phase II Year 2022
- Shelf Registered Sukuk Mudharabah II Pegadaian Phase I Year 2022
- Shelf Registered Sukuk Mudharabah II Pegadaian Phase II Year 2022
- Shelf Registered Sukuk Ijarah I Intiland Development Phase II Year 2022
- Shelf Registered Bonds II XL Axiata Phase I Year 2022
- Shelf Registered Sukuk Ijarah III XL Axiata Phase I Year 2022
- Shelf Registered Bonds III Wijaya Karya Phase I Year 2022
- Shelf Registered Sukuk Mudharabah III Wijaya Karya Phase I Year 2022
- Shelf Registered Sukuk Ijarah I Intiland Development Phase III Year 2022
- Shelf Registered Sukuk Wakalah I Medco Power Indonesia Phase II Year 2022
- Shelf Registered Sukuk Ijarah II Aneka Gas Industri Phase V Year 2022
- Shelf Registered Bonds IV PNM Phase II Year 2022
- Shelf Registered Bonds V Pegadaian Phase I Year 2022

- Shelf Registered Sukuk Mudharabah II Pegadaian Phase I Year 2022
- Shelf Registered Bonds III Adhi Karya Phase III Year 2022
- Shelf Registered Bonds IV SMART Phase I Year 2022
- Shelf Registered Bonds V Indomobil Finance With Fixed Interest Rate Phase I Year 2022
- Shelf Registered Sukuk Wakalah I Medco Power Indonesia Phase I Year 2022
- Shelf Registered Bonds I Kereta Api Indonesia Phase I Year 2022
- Shelf Registered Sukuk Ijarah I Kereta Api Indonesia Phase I Year 2022
- Shelf Registered Bonds V PNM Phase I Year 2022
- Shelf Registered Bonds V Pegadaian Phase II Year 2022
- Shelf Registered Sukuk Mudharabah II Pegadaian Phase I Year 2022
- Shelf Registered Sukuk Mudharabah II Pegadaian Phase II Year 2022
- Shelf Registered Sukuk Ijarah I Intiland Development Phase II Year 2022
- Shelf Registered Bonds II XL Axiata Phase I Year 2022
- Shelf Registered Sukuk Ijarah III XL Axiata Phase I Year 2022
- Shelf Registered Bonds III Wijaya Karya Phase I Year 2022

- Shelf Registered Sukuk Mudharabah III Wijaya Karya Phase I Year 2022
- Shelf Registered Sukuk Ijarah I Intiland Development Phase III Year 2022
- Shelf Registered Sukuk Wakalah I Medco Power Indonesia Phase II Year 2022
- Bonds I TBS Energi Utama Year 2023
- Shelf Registered Bonds III Bank Victoria Phase I Year 2023
- Shelf Registered Bonds V Indomobil Finance With Fixed Interest Rate Phase II Year 2023
- Shelf Registered Sukuk Mudharabah I PNM Phase II Year 2023
- Shelf Registered Bonds V Pegadaian Phase III Year 2023
- Shelf Registered Sukuk Mudharabah II Pegadaian Phase III Year 2023
- Shelf Registered Bonds V Medco Energi Internasional Phase I Year 2023
- Shelf Registered Bonds V Pegadaian Phase IV Year 2023
- Shelf Registered Sukuk Mudharabah II Pegadaian Phase IV Year 2023
- Shelf Registered Bond II Indonesia Infrastructure Finance Phase I Year 2023
- Environmental Perpetual Securities Indonesia Infrastructure Finance Year 2023
- Shelf Registered Bonds IV Adhi Karya Phase I Year 2024
- Shelf Registered Bonds V Bank BTPN Phase I Year 2024

- Shelf Registered Bonds III Bank Victoria Phase II Year 2024
- Shelf Registered Subordinated Bonds III Bank Victoria Phase I Year 2024
- Shelf Registered Bonds V Indomobil Finance With Fixed Interest Rate Phase III Year 2024
- Shelf Registered Bonds III Jasa Marga Phase I Year 2024
- Shelf Registered Bonds I Kereta Api Indonesia Phase II Year 2024
- Shelf Registered Sukuk Ijarah Kereta Api Indonesia Phase II Year 2024
- Shelf Registered Bonds IV Lautan Luas Phase I Year 2024
- Shelf Registered Sukuk Wakalah I Medco Power Phase III Year 2024
- Shelf Registered Bonds V Medco Energi Internasional Phase II Year 2024
- Shelf Registered Bonds V Medco Energi International Phase II Year 2024
- Shelf Registered Bonds V Pegadaian Phase V Year 2024
- Shelf Registered Bonds VI Pegadaian Phase I Year 2024
- Shelf Registered Mudharabah Bonds III Pegadaian Phase I Year 2024
- Shelf Registered Socially Insightful Sukuk Mudharabah I Pegadaian Phase I Year 2024
- Shelf Registered Mudharabah Bonds III Pegadaian Phase II Year 2024

- Shelf Registered Socially Insightful Sukuk Mudharabah I Pegadaian Phase II Year 2024
- Shelf Registered Socially Insightful Bonds I Pegadaian Phase I Year 2024
- Shelf Registered Bonds V PNM Phase II Year 2024
- Shelf Registered Mudharabah Bonds I PNM Phase III Year 2024
- Shelf Registered Bonds II Indonesia Infrastructure Finance Phase II Year 2024

8. Overview of the Trustee's Important Financial Data

Below is an overview of PT Bank Mega Tbk's important financial data as of September 30, 2024 (unaudited), December 31, 2023 (audited) and 2022.

The financial statements of PT Bank Mega Tbk as of 31 December 2023 have been audited by KAP Amir Abadi Jusuf, Aryanto, Mawar & Rekan (RSM Indonesia) with the partner in charge being Bimo Iman Santoso, CPA, independent auditor, based on audit standards set by IAPI with Unmodified Fair opinion (formerly Unqualified), as stated in its report dated January 26,, 2024. Meanwhile, the financial report for December 31 2022 is taken from the Financial Report which has been audited by KAP Kosasih, Nurdiyaman, Mulyadi, Tjahjo & Rekan ("KNMTR") (member firmn Crowe Global) with the responsible partner

being Denny Susanto, CPA, based on the audit standards set by IAPI with a Fair Without Modification opinion (formerly Fair Without Exceptions), as stated in its report dated January 27, 2023 as follows:

Statement of Financial Position

(In million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
ASSETS				
Cash	734,923	855,222		901,616
Placement with Bank Indonesia	10,446,752	9,172,090		17,856,162
Placement with other banks	1,514,190	1,652,219		758,773
Derivative / forward receivables	76,795	20,974		10,119
Securities owned	29,907,106	26,001,368		25,356,742
Securities sold with repurchase agreements (repo)	16,271,736	11,623,220		13,821,199
Receivables on securities purchased with resale agreements (reverse repo)	-	7,215,441		3,254,705
Acceptance receivables	15,335	-		53,031
Credits granted	60,849,512	66,292,896		70,289,357

(In million rupiah)

Description	September 30	December 31	
	2024	2023	2022
Sharia financing	-	-	-
Equity participation	663	667	650
Other financial assets	1,063,009	1,103,499	1,251,890
Allowance for impairment losses on financial assets			
a. Securities owned	-	-	(915)
b. Loans granted and sharia financing	(646,835)	(604,816)	(572,030)
c. Others	(38,575)	(37,487)	(34,130)
Intangible assets	391,638	354,830	329,247
Accumulated amortization of intangible assets	(335,353)	(322,891)	(298,464)
Fixed assets and inventory	7,579,877	7,767,055	7,669,801
Accumulated depreciation of fixed assets and inventory	(1,509,751)	(1,601,236)	(1,333,841)
Non-productive assets			
a. Abandoned property	5,300	5,300	14,703
b. Foreclosed collateral	1,324,530	1,327,078	1,391,294
c. Overdue accounts	-	-	-
d. Inter-office assets	-	-	-

(In million rupiah)

Description	September 30	December 31	
	2024	2023	2022
Other assets	1,775,940	1,224,162	1,030,540
TOTAL ASSET	129,426,792	132,049,591	141,750,449

LIABILITIES

Giro	8,243,766	10,125,725	12,818,842
Savings	19,085,174	15,662,241	14,731,561
Deposits	56,876,038	63,647,784	75,399,264
Electronic money	29,892	29,839	29,663
Liabilities to Bank Indonesia	-	-	-
Liabilities to other banks	3,421,771	3,872,596	1,546,696
Spot and derivative / forward liabilities	61,372	18,931	66,818
Liabilities for securities sold with repurchase agreements (repo)	15,460,924	12,573,231	13,263,387
Acceptance liabilities	15,335	-	53,031
Securities issued	50,000	50,000	50,000
Loans / Financing received	3,407,260	2,909,228	1,856,21
Security deposits	8,705	8,781	124,289

(In million rupiah)

Description	September 30	December 31	
	2024	2023	2022
Inter-office liabilities	-	-	-
Other liabilities	1,258,488	1,395,792	1,177,005
Minority interest	-	-	-
TOTAL LIABILITIES	107,918,725	110,294,148	121,116,769

EQUITY

Paid-in capital

a. Authorized capital 13,500,000 13,500,000 13,500,000

b. Unpaid capital (7,629,538) (7,629,538) (7,629,538)

 c. Shares bought back
(treasury stock) - - -

 Additional paid-in
capital

a. Agio 6,347,491 6,347,491 6,347,491

b. Discount - - -

 c. Capital contribution
funds - - -

d. Others - - -

 Other comprehensive
income

a. Profit 3,466,738 3,463,671 3,584,877

b. Loss (147,111) (149,593) (442,951)

Reserves

(In million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
a.General reserves	1,786	1,716		1,639
b.Purpose reserves	-	-		-
Profit/loss				
a. Previous years	6,428,446	5,547,844	4,019,484	
b. Current year	1,997,675	3,510,670	4,052,678	
c. Dividends paid	(2,457,420)	(2,836,818)	(2,800,000)	
TOTAL EQUITY ATTRIBUTABLE TO OWNERS	21,508,067	21,755,443	20,633,680	
TOTAL EQUITY	21,508,067	21,755,443	20,633,680	
TOTAL LIABILITIES AND EQUITY	129,426,792	132,049,591	141,750,449	

Income statement

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
OPERATING INCOME AND EXPENSES				
Interest income	7,766,364	7,730,469	10,217,532	9,069,057
Interest expense	(3,748,760)	(3,388,686)	(4,685,387)	(3,199,931)

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
INTEREST INCOME				
- NET	4,017,604	4,341,783	5,532,145	5,869,126
OTHER OPERATING INCOME AND EXPENSES				
Gain (loss) from increase (decrease) in fair value of financial assets	493	(16,393)	14,794	1,466
Gain (loss) from decrease (increase) in fair value of financial liabilities	-	-	-	-
Gain (loss) from sale of financial assets	83,847	501,357	535,366	430,738
Gain (loss) from spot and derivative/forw ard transactions (realised)	(55,168)	65,664	60,588	(59,162)

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
Gain (loss) from equity method participation	-	-	-	-
Gain (loss) from translation of foreign exchange transactions	29,533	(75,215)	(87,153)	123,273
Dividend income	-	-	-	-
Commission/provision/fee and administration	1,242,263	1,267,046	1,671,911	1,925,229
Other income	61,077	71,335	92,524	75,734
Loss on impairment of financial assets (impairment)	(158,733)	(145,546)	(194,932)	(147,450)
Loss related to operational risk	(197,807)	(6,961)	(13,172)	(38,515)
Labor costs	(1,063,823)	(1,075,382)	(1,463,387)	(1,358,753)
Promotion costs	(137,255)	(142,130)	(198,105)	(149,799)
Other expenses	(1,365,237)	(1,335,166)	(1,618,101)	(1,670,325)

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
Other Operating				
Income and				
Expenses	(1,560,810)	(891,391)	(1,199,667)	(867,564)
OPERATING				
PROFIT (LOSS)	2,456,794	3,450,392	4,332,478	5,001,562

**INCOME AND NON-
OPERATING
EXPENSES**

Gain (loss) on sale of fixed assets and inventory	668	343	594	317
Other non- operating income (expenses)	15,369	12,859	9,657	26,191
Profit (Loss) for the Current Year Before Tax	16,037	13,202	10,251	26,508
Profit (Loss) for the Current Year Before Tax	2,472,831	3,463,594	4,342,729	5,028,070

Income Tax

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
a. Estimated current tax	(473,611)	(672,155)	(829,110)	(941,243)
b. Deferred tax income (expense)	(1,545)	3,484	(2,949)	(34,149)
Net Profit (Loss) for the Current Year	1,997,675	2,794,923	3,510,670	4,052,678
Profit (Loss) from Minority Interests	-	-	-	-

Other
comprehensive income:

Items that will not be reclassified to profit or loss:

a. Gain from revaluation of fixed assets	-	-	-	589,592
b. Gain (loss) from	-	-	(48,533)	(39,105)

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
remeasuremen t of defined benefit pension plan				
c. Others	-	-	-	-
Items that will be reclassified to Profit or Loss				
a. Gain (loss) from adjustments resulting from translation of financial statements in foreign currencies	-	-	-	-
b. Gain (loss) from changes in fair value of debt financial assets measured at	212,369	111,705	496,444	(313,949)

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
fair value through other comprehensiv e income				
c. Others	-	-	-	-
Other Comprehensive Income for the Year After Tax	212,369	111,705	447,911	236,538
Total Comprehensive Income (Loss) for the Year	2,210,044	2,906,628	3,958,581	4,289,216
Net Income (Loss) for the Year attributable to:				
a. Owners	1,997,675	2,794,923	3,510,670	4,052,678
b. Non- controlling interests				
Total Net Income (Loss) for the Year	1,997,675	2,794,923	3,510,670	4,052,678

(in Million rupiah)

Description	September 30		December 31	
	2024	2023	2023	2022
Total				
Comprehensive				
Income (Loss)				
for the Year				
attributable				
to:				
a. Owners	2,210,044	2,906,628	3,958,581	4,289,216
b. Non-				
controlling				
interests				
Total				
Comprehensive				
Income (Loss)				
for the Year	2,210,044	2,906,628	3,958,581	4,289,216
Total Income				
(Loss) to Head				
Office	-	-	-	-
Dividends	(2,457,420)	(2,836,628)	(2,836,818)	(2,800,000)
BASIC EARNINGS				
PER SHARE (full				
amount)	170,15	238,05	299,01	345,18

X. CAPITAL MARKET SUPPORTING INSTITUTIONS AND PROFESSIONS

The Capital Market Supporting Institutions and Professions that assist and play a role in the implementation of this Public Offering of Bonds 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 Consultant
Professional Standards issued by
HKHPM based on HKHPM Decree No.
03/HKHPM/XI/2021 dated November 10,
2021.

Appointment Letter : S.975/GC/XII/2024 dated December 5,
2024

The scope of duties of the Legal Consultant in this Public Offering of Bonds is to conduct examination and research (from a legal perspective) on existing facts regarding the Company and Subsidiaries incorporated in Indonesia and other related information as submitted by the Company. The results of the examination have been included in the Legal Due Diligence Report which is the basis for the Legal Opinion given objectively and independently, and to examine the information contained in the Additional Information as long as it concerns the legal aspect. The duties and functions of the Legal Consultant described here are in accordance with the code of ethics, professional standards, and applicable 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 in conjunction with Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning the Position of Notary ("Notary Law"), and the Code of Ethics of the Indonesian Notary Association.

Appointment Letter : S.151a/CCS/XI/2024 dated 4 November 2024

The scope of the Notary's duties in this Public Offering of Bonds is to make deeds of agreement in connection with the Public Offering of Bonds, 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 : Trusteeship Agreement and UUPM and regulations relating to the duties of the Trustee.

Appointment Letter : S.151b/CCS/XI/2024 dated November 4, 2024

The scope of the Trustee's duties in this Public Offering is to represent the interests of Bondholders both inside and outside the court regarding the implementation of the rights of Bondholders in accordance with the terms of the Bonds, taking into account the provisions contained in the Trusteeship Agreement and applicable laws and regulations.

In accordance with the Statement Letter from Bank Mega No. 2990/CAMS-WA/24, the Trustee states, among other things, that it does not have a credit and/or financing relationship with the Company exceeding 25% of the amount of bonds held as trustees in accordance with POJK No. 19/2020 since the signing of the Trustee Agreement until the end of the Trustee's duties.

SECURITY RATING COMPANY

PT Pemeringkat Efek Indonesia (PEFINDO)

Equity Tower Lt.30

Sudirman Central Business District, Lot 9

Jl. Jend. Sudirman Kiav. 52 - 53

South Jakarta 12190, Indonesia

Pefindo's scope of duties as a Securities Rating Company is to rate Bonds after carefully considering all relevant, accurate and reliable data and information and to periodically review the rating results as required by applicable laws and regulations. Pefindo is also required to complete a review of the published rating results in the event of material facts or important events that may affect the published rating results, no later than 7 (seven) Working Days since the material facts or important events are known and issue a new rating if there is a change in rating from the review process.

The Capital Market Supporting Institutions and Professions in the context of this Bond Public Offering state that they do not have an Affiliated relationship with the Company as defined in the UUP2SK.

XI. 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 KSEI based on the Debt Securities Registration Agreement at KSEI signed by the Company and KSEI. By registering the Bonds at KSEI, the following provisions apply to the Bonds offered:

- a. The Company does not issue Bonds in the form of certificates or documents except for Jumbo Bond Certificates issued to be registered in the name of KSEI for the benefit of Bondholders. Bonds will be administered electronically in Collective Custody at KSEI. Furthermore, Bonds resulting from the Public Offering will 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 Bonds in the Securities Account at KSEI. The Written Confirmation is proof of legal ownership of the Bonds recorded in the Securities Account;
- b. 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 recorded in the Securities Account are Bondholders who are entitled to payment of Bond Interest, repayment of Bond Principal, voting in the RUPO and other rights attached to the Bonds;

- d. Payment of Bond Interest and repayment of the Principal of Bonds will be paid by KSEI as the Payment Agent on behalf of the Company to the Bondholders through the Account Holder in accordance with the schedule for payment of Bond Interest and repayment of the Principal of Bonds as stipulated in the Trustee Agreement and/or Payment Agent Agreement. Bondholders who are entitled to the Bond Interest paid during the relevant Bond Interest payment period are those whose names are recorded in the List of Bondholders 4 (four) Trading Days prior to the Bond Interest Payment Date, unless otherwise determined by KSEI or applicable laws and regulations;
- e. The right to attend the RUPO is exercised by Bondholders by taking into account the original KTUR issued by KSEI to the Trustee. KSEI will freeze all Bonds stored at KSEI so that the Bonds cannot be transferred/transferred from 3 (three) Working Days prior to the date of the RUPO (R-3) until the end of the RUPO as evidenced by notification from the Trustee;
- f. Parties wishing to order Bonds are required to open a Securities Account at a Securities Company or Custodian Bank that has become a Securities Account holder at KSEI.

Eligible Bookers

Individual Indonesian citizens and individual foreign citizens wherever they reside, as well as Indonesian or foreign business entities or institutions wherever they are domiciled have the right to purchase bonds as regulated in Regulation no. IX.A.7.

Bond Purchase Order

Bond purchase orders are made using the FPPO printed for this purpose which can be obtained at the Bond Underwriter's office as stated in Chapter XII in this Additional Information, either in physical form (hardcopy) or electronic form (softcopy) via e-mail. Orders that have been submitted cannot be canceled by the subscriber. After the FPPO is completely filled in and signed by the subscriber, a scan of the FPPO must be resubmitted either in physical form (hardcopy) or electronic form (softcopy) via e-mail, to the Bond Underwriter where the subscriber obtained the Additional Information and the FPPO.

Each party is only entitled to submit 1 (one) FPPO and must be submitted by the relevant subscriber by attaching a photocopy of their identity (KTP/passport for individuals and articles of association for legal entities) and proof of being a customer member of the exchange and making a payment of the amount of the order. For foreign buyers, in addition to attaching a photocopy of their passport, the FPPO must include the name and address abroad and/or the legal domicile of the buyer completely and clearly and make payment for the amount of the order.

The Bond Underwriter has the right to reject a Bond purchase order if the Bond purchase order is made in violation of the provisions in the FPPO.

Minimum Order Amount

The purchase order for Bonds is made in an amount of at least one trading unit, which is IDR5,000,000 (five million Rupiah) and/or multiples thereof.

Initial Bond Offering Period

The Initial Bond Offering Period is conducted from November 11 to 22, 2024 from 09.00 WIB to 16.00 WIB every day.

Bond Public Offering Period

The Bond Public Offering Period is conducted from December 11 to 12, 2024 from 09.00 WIB to 16.00 WIB every day.

Place of Submission of Bond Purchase Order

During the Bond Public Offering Period, subscribers must submit a Bond purchase order by submitting an FPPO during working hours from 09.00 WIB to 16.00 WIB to the Bond Underwriters, as stated

in Chapter XI of this Additional Information, at the place where the subscriber obtains the Additional Information and FPPO.

Proof of Receipt of Bond Order

The Bond Underwriters who receive the Bond purchase order submission will return to the subscriber 1 (one) copy of the FPPO that has been signed in physical form (hardcopy) or electronic form (softcopy) via e-mail, as proof of receipt of the Bond purchase order. Proof of receipt of the Bond purchase order is not a guarantee that the order will be fulfilled.

Bond Allotment

The allotment will be carried out in accordance with Regulation No. IX.A.7. If the total number of Bonds ordered exceeds the number of Bonds offered, then the allotment will be determined by the policy of each Bond Underwriter in accordance with their respective underwriting portions. The Allotment Date is December 13, 2024.

Each party is prohibited, either directly or indirectly, from submitting more than one Bond order for this Bond Public Offering. In the event of an excess Bond order and it is proven that a certain party has submitted a Bond order through more than one

FPPO for this Bond Public Offering, either directly or indirectly, then for the purpose of allotment the Allotment Manager may only include one FPPO that was first submitted by the relevant subscriber.

The Bond Underwriter will submit the Bond Public Offering Results Report to the OJK no later than 5 (five) Working Days after the Allotment Date in accordance with Regulation No. IX.A.2.

The Allotment Manager will submit the Accountant's Audit Result Report to the OJK regarding the fairness of the implementation of the allotment by referring to Regulation No. VIII.G.12, Attachment to the Decree of the Chairman of Bapepam No. Kep-17/PM/2004 dated April 13, 2004 concerning the Guidelines for Audit by Accountants on Securities Orders and Allotments or Distribution of Bonus Shares and Regulation No. IX.A.7 no later than 30 days after the end of the Bond Public Offering Period.

Payment of Bond Purchase Order

The subscriber can make the payment, which can be made in cash or transfer, addressed to the Bond Underwriter where the order is submitted. The funds must be effective in the Bond Underwriter's account no later than December 16, 2024 (in good funds) addressed to the account below:

PT Aldiracita Sekuritas
Indonesia

Bank Sinarmas

KFO Thamrin Branch

Account No. : 0055054363

A/n PT Aldiracita Sekuritas
Indonesia

PT BCA Sekuritas

Bank BCA

Thamrin Branch

Account No. : 2063176222

A/n PT BCA Sekuritas

PT Ina Sekuritas
Indonesia

Bank SMBC Indonesia

BTPN Tower Branch Jakarta

Account No. : 1011607201

A/n PT Ina Sekuritas Indonesia

PT Indo Premier
Sekuritas

Bank Permata

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 or provisions or transfer fees are the responsibility of the orderer. The order will be canceled if the payment requirements are not met.

The Underwriter of the Bonds is then required to make payment to the Company no later than December 17, 2024.

Electronic Bond Distribution

Electronic Bond distribution will be carried out on December 17 2024. The Company is required to issue Jumbo Bond Certificates to be submitted to KSEI and give instructions to KSEI to credit the Bonds to the Bond Underwriter's Securities Account at KSEI. With the implementation of the instruction, the distribution of Bonds is solely the responsibility of the Bond Underwriter and

KSEI. Furthermore, the Bond Underwriter instructs KSEI to transfer the Bonds from the Bond Account of the Bond Underwriter to the Securities Account of the Bond Underwriter in accordance with the payments made by the Bond Underwriter according to their respective underwriting sections. With the implementation of the distribution of Bonds to the Bond Underwriter, the responsibility for the distribution of Bonds is solely the responsibility of the relevant Bond Underwriter.

Postponement of Bond Public Offering Period or Cancellation of Bond Public Offering

Within the period from the effective date of the Registration Statement until the end of the Public Offering Period, the Company may postpone the Public Offering Period for a maximum period of 3 (three) months from the effective date of the Registration Statement or cancel the Public Offering, with the following provisions:

- a. A situation occurs beyond the Company's ability and control, namely:
 - (i) The composite stock price index on the Stock Exchange falls by more than 10% (ten percent) for 3 (three) consecutive Trading Days;
 - (ii) Natural disasters, war, riots, fires, strikes that significantly affect the Company's business continuity; and/or

(iii) Other events that significantly affect the Company's business continuity as determined by the OJK based on the FPPO as stipulated in Regulation No.IX.A.2.

b. The Company is required to fulfill the following provisions:

- (i) announce the postponement of the Bond Public Offering Period or the cancellation of the Bond Public Offering in at least 1 (one) Indonesian language daily newspaper with national circulation no later than 1 (one) Business Day after the postponement or cancellation. In addition to the obligation to announce in newspapers, the Company may also announce such information in other mass media;
- (ii) submit information on the postponement of the Bond Public Offering Period or the cancellation of the Bond Public Offering to the OJK on the same day as the announcement as referred to in point (i);
- (iii) submit proof of the announcement as referred to in point (i) to the OJK no later than 1 (one) Business Day after the announcement in question; and
- (iv) the Company that postpones the Bond Public Offering Period or cancels the Bond Public Offering that is being carried out, in the event that the Securities order has been paid, the Company is required to return the Securities order money to the orderer no later than 2 (two) Business Days since the decision to postpone or cancel the said postponement.

c. In the event that the Bond Public Offering is postponed for the reasons referred to in letter a, and will restart the Bond Public Offering Period, the following provisions shall apply:

- (i) in the event that the Bond Public Offering Period is postponed due to the conditions referred to in letter a point (i) above, the Company is required to restart the Bond Public Offering Period no later than 8 (eight) Business Days after the composite stock price index on the Stock Exchange has increased by at least 50% (fifty percent) of the total decrease in the composite stock price index which is the basis for the postponement;
- (ii) in the event that the composite stock price index on the Stock Exchange has decreased again as referred to in letter a point (i) above, the Company may postpone the Bond Public Offering Period again;
- (iii) must submit to the OJK information regarding the Bond Public Offering schedule and other additional information, including information on material events that occur after the postponement of the Bond Public Offering Period (if any) and announce it in at least one Indonesian language daily newspaper with national circulation no later than 1 (one) Business Day before the Bond Public Offering Period is restarted. In addition to the obligation to announce in newspapers, the Company may also announce in other mass media;
- (iv) must submit proof of the announcement as referred to in point (iii) above to the OJK no later than 1 (one) Working Day after the announcement in question.

Bond Order Refunds

By paying attention to the provisions regarding allotment, in the event that the Bond order is rejected in part or in whole as a result of the allotment, or in the event of cancellation or postponement of the Public Offering, and the payment money for the Bond order has been received by each Bond Underwriter or Bond Underwriter and has not paid to the Company, then each Bond Underwriter or Bond Underwriter is responsible for returning the order money to the Bond subscribers no later than 2 (two) Business Days after the Allotment Date or since the decision to cancel or postpone the Public Offering of Bonds. Refunds to subscribers can be made in the form of transfers to accounts in the names of the subscribers or through other payment instruments in the form of checks or giro bills that can be collected directly by the relevant subscribers at the office of the Bond Underwriters or Bond Underwriters where the subscribers obtain Additional Information and FPPO. In the event that the listing of Bonds on the Stock Exchange cannot be done within 1 (one) Business Day after the Distribution Date because the listing requirements are not met, the offering of Bonds is null and void and the payment of Bond orders must be returned to the Bond subscribers by the Company through KSEI no later than 2 (two) Business Days since the cancellation of the Bond Public Offering.

Any party who is negligent in returning the order money to the Bond subscribers, resulting in a delay in the return of the

order money, must pay the Bond subscribers for each day of delay a fine of 1% (one percent) per year above the Bond Interest rate for each Bond series of the amount of funds paid late, with the provision that 1 (one) year is 360 (three hundred and sixty) Calendar Days and 1 (one) month is 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 through the orderers' accounts within 2 (two) Working Days after the Allotment Date or since the date of the decision to cancel the Public Offering of Bonds, then the Implementing Guarantor of the Bond Issuance or the Underwriter of the Bond Issuance or the Company is not required to pay interest and/or fines to the Bond orderers.

XII. DISSEMINATION OF ADDITIONAL INFORMATION AND FPPO

Additional Information and FPPO can be obtained from December 11, 2024 to December 12, 2024 via email to the Underwriters of Securities below:

BOND EMISSION UNDERWRITERS

PT Aldiracita Sekuritas Indonesia	PT BCA Sekuritas	PT Ina Sekuritas Indonesia
Menara Tekno, 9th floor	Menara BCA, Grand Indonesia,	Wisma Indocement, 3 rd floor
Jl. Fachrudin No. 19	41st floor	Jl. Jend Sudirman Kav 70-71
Jakarta 10250	Jl. MH Thamrin No. 1	Jakarta 12910
Phone: (021) 3970 5858	Jakarta 10310	Phone: (021) 2510 125
Fax.: (021) 3970 5850	Phone: (021) 2358 7222	Fax.: (021) 2510 126
Email: fixedincome@aldiraci ta.com	Fax.: (021) 2358 7250 / 2358 7300	Email: cf@inasekuritas.c om
	Email: dcm@bcasekuritas.co. id	

PT Indo Premier

Sekuritas

Pacific Century Place,

16th floor

Jl. Jend. Sudirman

Kav. 52-53

Jakarta 12190

Phone: (021) 5088 7168

Fax.: (021) 5793 1072

Email: 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

XIII. LEGAL OPINION

The following is a copy of the Legal Opinion regarding everything related to the Company, in the context of the Public Offering of Bank SMBC Indonesia's Continuous Bonds V Phase II Year 2024 through this Additional Information, which has been prepared by the Legal Consultant.