

Nomor : 1128/CSD/CMPO/V/2026  
Lampiran : -

Jakarta, 25 Mei 2026

Kepada Yth.  
Otoritas Jasa Keuangan (“OJK”)  
Kepala Eksekutif Pengawas Pasar Modal,  
Keuangan Derivatif, dan Bursa Karbon  
Gedung Sumitro Djojohadikusumo  
Jl. Lapangan Banteng Timur No. 2-4  
Jakarta 10710

**Perihal : Laporan Informasi atau Fakta Material**

Sesuai dengan Peraturan OJK Nomor 31/POJK.04/2015 tentang Keterbukaan atas Informasi atau Fakta Material oleh Emiten atau Perusahaan Publik sebagaimana telah diubah sebagian dengan Peraturan OJK Nomor 45 Tahun 2024 tentang Pengembangan dan Penguatan Emiten dan Perusahaan Publik, dengan ini kami, untuk dan atas nama PT Bank Tabungan Negara (Persero) Tbk (“**Perseroan**”), bermaksud untuk menyampaikan Laporan Informasi atau Fakta Material sebagai berikut: *In accordance with OJK Regulation Number 31/POJK.04/2015 Disclosure on Material Information or Facts by Issuers or Public Company as partially amended by OJK Regulation Number 45 Year 2024 regarding the Development and Strengthening of Issuers and Public Companies, we, for and on behalf of PT Bank Tabungan Negara (Persero) Tbk (the “**Company**”), hereby submit the following Report on Material Information or Facts:*

Nama Emiten atau Perusahaan Publik/ : PT Bank Tabungan Negara (Persero) Tbk  
*Name of the Issuer or Public Company*  
Bidang Usaha/ *Business Activity* : Jasa Keuangan – Perbankan/ *Financial Services – Banking*  
Telepon/ *Telephone* : 021 – 6336789  
Faksimile/ *Facsimile* : -  
Alamat surat elektronik (e-mail)/ : [csd@btn.co.id](mailto:csd@btn.co.id)  
*Electronic Mail Address*

No	Uraian / <i>Description</i>	Keterangan / <i>Information</i>
1.	Tanggal Kejadian/ <i>Date of Event</i>	22 Mei 2026/ <i>May 22, 2026</i>
2.	Jenis Informasi atau Fakta Material/  <i>Type of Information or Material Facts</i>	Penandatanganan Perjanjian Pengalihan Portofolio Bersyarat antara Perseroan dan PT Bank SMBC Indonesia Tbk (“ <b>SMBCI</b> ”).  <i>Signing of the Conditional Portfolio Transfer Agreement between the Company and PT Bank SMBC Indonesia Tbk (“<b>SMBCI</b>”).</i>



No	Uraian / Description	Keterangan / Information
		<p>The estimated purchase price for the Loan Portfolio that is agreed between SMBCI and the Company under the CPTA is amounting to IDR12,584,944,256,063 (twelve trillion five hundred eighty four billion nine hundred forty four million two hundred fifty six thousand sixty three Rupiah), subject to price adjustment provisions as further stipulated in the CPTA. Such purchase price (including any adjustment) shall be paid by the Company to SMBCI on the completion date under the CPTA;</p> <p>2) In the event that the purchase price (including its adjustments) payable by the Company to SMBCI on the respective completion dates under the CPTA Transaction meets the material threshold as stipulated under OJK Regulation No.17/POJK.04/2020 on Material Transaction and Changes in Business Activities ("POJK 17/2020"), the Company shall at all times comply with the provisions on material transactions as referred to in POJK 17/2020.</p> <p>3) The completion of the CPTA Transaction shall be subject to the fulfillment of the terms and conditions precedent to be satisfied by each of the Company and SMBCI as stipulated in the CPTA.</p>
4.	<p>Dampak kejadian, informasi atau fakta material tersebut terhadap kegiatan operasional, hukum, kondisi keuangan, atau kelangsungan usaha Emiten atau Perusahaan Publik./</p> <p><i>The impact of such events, information or material facts on the operational activities, legal and financial conditions, or business continuity of the Issuer or Public Company.</i></p>	<p>Bergantung pada penyelesaian Transaksi CPTA, dampak dari fakta material tersebut adalah akan meningkatnya total aset Perseroan, khususnya portfolio kredit, yang diproyeksikan dapat membawa pengaruh baik bagi kelangsungan dan pertumbuhan bisnis Perseroan di masa depan. /</p> <p><i>Subject to the completion the CPTA Transaction, the impact of such material facts will be an increase in the Company's total assets, particularly its credit portfolio, which is projected to have a positive influence on the Company's business continuity and growth in the future.</i></p>
5.	Keterangan lain-lain./	1) Bersamaan dengan penandatanganan CPTA, Perseroan dan SMBCI juga menandatangani Perjanjian Pengalihan Aset Pinjaman Bersyarat (Conditional Loan Asset Transfer Agreement atau "CLATA") sebagaimana rinciannya telah diungkapkan dalam Keterbukaan Informasi tertanggal 25 Mei 2026. Untuk menghindari keraguan-raguan, masing-masing CPTA dan CLATA

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	<p><i>Other Information.</i></p>	<p>merupakan dokumen yang mengatur secara terpisah mengenai objek transaksi secara independen, serta memuat hak dan kewajiban serta syarat-syarat pendahuluan yang wajib dipenuhi oleh masing-masing SMBCI dan Perseroan sebelum pelaksanaan dan penyelesaian Transaksi CPTA dan Transaksi CLATA. Lebih lanjut, di dalam dokumen CPTA dan/atau CLATA tidak terdapat ketentuan bahwa transaksi antara kedua dokumen tersebut wajib dilaksanakan secara bersamaan atau saling keterkaitan. Oleh karena itu, Perseroan berkeyakinan bahwa, dari sudut pandang Perseroan, Transaksi CPTA dan Transaksi CLATA bukan merupakan suatu rangkaian transaksi. Berdasarkan ketentuan dalam masing-masing dokumen tersebut, penyelesaian Transaksi CPTA dan Transaksi CLATA akan dilaksanakan pada waktu yang berbeda.</p> <p>2) Transaksi CPTA bukan merupakan transaksi afiliasi dan tidak mengandung benturan kepentingan sebagaimana dimaksud pada POJK No. 42/POJK.04/2020 tentang Transaksi Afiliasi dan Transaksi Benturan Kepentingan./</p> <p>1) <i>At the same time with the signing of the CPTA, the Company and SMBCI also signed a Conditional Loan Asset Transfer Agreement ("CLATA") which the details have been disclosed in the Disclosure of Information dated May 25 2026. For the avoidance of doubt, each of the CPTA and CLATA is a document that separately regulates the transaction objects independently. Each sets forth the rights and obligations, as well as the conditions precedent, that must be satisfied by SMBCI and the Company prior to the execution and completion of the CPTA Transaction and the CLATA Transaction. Further, there is no provision under the CPTA and/or CLATA that requires the transactions contemplated under such agreements to be implemented simultaneously or to be interdependent. Therefore, the Company believes that, from its perspective, the CPTA Transaction and the CLATA Transaction should not be considered as a series of transactions. Pursuant to the provisions of each agreement, the completion of the CPTA Transaction and the CLATA Transaction shall occur at different times.</i></p>

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		2) <i>The CPTA Transaction is not considered as an affiliated transaction and does not involve any conflict of interest transactions as referred to in OJK Regulation No.42/POJK.04/2020 on Affiliated Transaction and Conflicts of Interest Transactions.</i>

Demikian kami sampaikan. Terima kasih. /  
*Thus we convey this information. Thank you.*

PT BANK TABUNGAN NEGARA (PERSERO) Tbk  
CORPORATE SECRETARY DIVISION 

  
**Ramon Armando**  
Corporate Secretary

**Tembusan:**

Yth. Dewan Komisaris PT Bank Tabungan Negara (Persero) Tbk.

