

FOR IMMEDIATE RELEASE

**Notice Concerning the Partial Revision of
the Stock Compensation Plan for Directors, etc.**

Tokyo, May 15, 2026 --- Mitsubishi HC Capital Inc. (TSE: 8593, Representative Director, President & CEO: Taiju Hisai, the “Company”) hereby announces as below that at the Board of Director’s meeting held today, it resolved to revise the the maximum amount of funds to be contributed to the trust (the “maximum trust contribution amount”) for the performance-based stock compensation plan (the “Plan”) for the Company’s directors (excluding non-executive directors and non-residents in Japan; hereinafter the same) and executive officers, etc. (excluding non-residents in Japan, hereinafter, directors and executive officers, etc. are collectively referred to as “Directors, etc.”).

The Company will submit a proposal to partially revise the Plan (the “Proposal”) at the 55th Annual General Meeting of Shareholders scheduled to be held on June 25, 2026 (the “General Meeting of Shareholders”).

1. Background and Details of the Revision of the Plan

- (1) The Company launched the new Medium-term Management Plan for FY2026-FY2028 (the “2028 MTMP”) in April 2026. In the 2028 MTMP, the Company has set improving capital efficiency as its top priority target and aim to accelerate the enhancement of its corporate value by improving profitability. The Company has reviewed its executive compensation scheme in order to steadily implement these management strategies.
- (2) Specifically, the Company has adjusted the level of compensation to be appropriate with respect to the roles and responsibilities of each officer based on market levels. At the same time, the Company has raised the ratio of variable compensation in executive compensation so that it will serve as an incentive for achieving the 2028 MTMP. The Company also added non-financial indicators to the KPIs for the Plan and revised their evaluation weights (please refer to [Table 1: Overview of the Revision of the Executive Compensation Scheme] on page 2 for details).
- (3) Accordingly, the Company will continue the Plan by revising the maximum trust contribution amount for the Plan (please refer to [Table 2: Details of the Revision of the Plan] on page 3 for details). Please refer to “2. About the Plan” for details of the revised Plan.

The Company has established the Compensation Committee, of which independent outside directors comprise the majority, as an advisory body to the Board of Directors. The committee has deliberated the revision of the Plan to ensure the transparency and objectivity of the decision-making process and results concerning the compensation scheme.

This revision of the maximum trust contribution amount for the Plan is subject to the approval of the Proposal at the General Meeting of Shareholders.

[Table 1: Overview of the Revision of the Executive Compensation Scheme]

Item		Current	After Revision	
Ratio between fixed and variable compensation		Roughly 1:0.6	Roughly 1:1	
Ratio between base remuneration, bonus, and stock compensation		Roughly 1:0.3:0.3	Roughly 1:0.5:0.5	
Bonus KPIs and their evaluation weights	Company-wide performance	ROE	15%	40%
		ROA	15%	30%
		Net income	70%	30%
		Total	100%	100%
Stock compensation KPIs and their evaluation weights	Financial	ROE	10%	30%
		ROA	10%	20%
		Net income	60%	20%
		Relative TSR* ¹ (vs. TOPIX)	20%	10%
	Non-financial	GHG emissions vs. FY2019 (Scope 1,2)	-	10%
		MHC engagement* ²	-	10%
	Total		100%	100%

*1 Total shareholder return

*2 The percentage of organizations whose employee engagement survey results meet a predefined high standard (organizations of which more than half of respondents gave a positive answer to questions regarding initiative and diversity)

[Table 2: Details of the Revision of the Plan]

Item		Current	After Revision
Maximum trust contribution amount	Total of three business years	¥2,400mn	¥4,200mn
	(Annual amount)	(¥800mn)	(¥1,400mn)

2. About the Plan

(1) Outline of the Plan

Under the Plan, in principle, for the fiscal years subject to the Company's Medium-term Management Plan period (the "Target Period"), Company shares and their cash equivalent (the "Company Shares, etc.") are delivered or paid.

The Plan adopts a structure called a board incentive plan trust (the "BIP Trust"). Under the BIP Trust, which is an incentive plan for officers designed based on performance share plans and restricted stock plans in the U.S., Company Shares, etc. acquired through the BIP Trust are delivered to Directors, etc. based on the attainment level of performance targets.

(2) The Resolution at the General Meeting of Shareholders in Relation to the Partial Revision of the Plan

At the General Meeting of Shareholders, the Company plans to resolve the revision of the maximum trust contribution amount for the BIP Trust set for implementing the Plan.

In the event that the BIP Trust is continued as per (4)-(ii) below within the scope approved at the General Meeting of Shareholders, the Company will resolve the amendment of the trust agreement and additional contribution to the BIP Trust at a Board of Directors meeting.

(3) Eligibility under the Plan (Beneficiary Requirements)

Directors, etc. may receive Company Shares, etc. corresponding to the number of share conversion points (as set forth in (5) below) from the BIP Trust after the prescribed procedures to determine beneficiaries have been performed, provided that they meet the following beneficiary requirements:

- (i) they are in office as Directors, etc. during the Target Period after the start date of the Plan (including those newly elected as Directors, etc. after the start date of the Plan);

- (ii) they have not resigned for personal reasons (excluding cases determined to be unavoidable at a Board of Directors meeting), been dismissed, nor committed certain misconducts during their terms of office; and
- (iii) other requirements specified in the trust agreement or the company rules on share delivery deemed necessary to attain the objectives of the performance-based stock compensation plan.

(4) Trust Term

(i) Trust Term

The term of the BIP Trust will be a period of approximately three years from August 13, 2026 (TBD) to August 31, 2029 (TBD).

(ii) Continuation of the BIP Trust

The Company may continue the BIP Trust by amending the trust agreement and contributing additional funds upon the expiry of the trust term. In this case, in principle, the fiscal years corresponding to the period of the Company's Medium-term Management Plan at that time will be the new Target Period, and the term of the BIP Trust will be extended in line with the new Target Period. The Company will contribute additional funds up to the maximum trust contribution amount approved at the General Meeting of Shareholders for each extended period, and continue to grant points and deliver or pay Company Shares, etc. to the Directors, etc. during the new Target Period. However, in the case of contributing additional funds, if there are residual shares or residual money (hereafter collectively "Residual Shares, etc."), the total amount of Residual Shares, etc. and the funds to be additionally contributed shall not exceed the maximum trust contribution amount approved at the General Meeting of Shareholders. Such continuation of the BIP Trust may be repeated in the same way going forward.

(5) Number of Company Shares, etc. to be Delivered or Paid to Directors, etc.

The number of Company Shares, etc. to be delivered or paid to Directors, etc. will be determined based on the share conversion points calculated by multiplying the three-year cumulative points granted in accordance with their positions and terms of office on the last day of each fiscal year of the Target Period by a performance-linked coefficient. The performance-linked coefficient will be set within the range of 0% to 150% based on the attainment levels of the KPIs, etc. in the Target Period's final fiscal year (ROE, ROA, net

income attributable to owners of the parent, relative TSR (vs. TOPIX), GHG emissions vs. FY2019 (Scope 1, 2), “MHC engagement”, etc. in the Target Period), and one Company share is delivered per point (any decimal portions of points will be rounded down). However, in the case of a stock split, reverse stock split, or other events concerning the Company Shares carried out during the trust term, the maximum number of points and shares to be delivered in accordance with (7) below will be adjusted in accordance with the relevant stock split ratio, reverse stock split ratio, etc.

Regarding Directors, etc. who resigned, passed away, or became non-residents during the fiscal years of the Target Period, share conversion points will be calculated as mentioned above using a performance-linked coefficient of 100% and granted immediately.

- (6) How and When Company Shares, etc. are Delivered or Paid to Directors, etc. After the Target Period has ended in principle, the prescribed procedures to determine beneficiaries will be carried out. Directors, etc. who meet the beneficiary requirements described in (3) above will receive Company Shares from the BIP Trust corresponding to 50% of the number of share conversion points earned (any fraction of shares will be rounded down) and the cash equivalent of the Company Shares corresponding to the remaining number of share conversion points, through cash conversion under the BIP Trust.

Directors, etc. who resigned during the Target Period (excluding cases where they passed away) will receive Company Shares, etc. from the BIP Trust corresponding to the number of share conversion points immediately after their resignation. Directors, etc. who became non-residents during the Target Period will immediately receive the cash equivalent of the number of share conversion points earned, through cash conversion under the BIP Trust.

In the case that Directors, etc., who meet the beneficiary requirements, pass away during the Target Period, the BIP Trust will pay their heirs the cash equivalent of the Company Shares corresponding to the number of share conversion points earned, calculated after the passing of the Directors, etc. through cash conversion under the BIP Trust.

- (7) The Maximum Amount of Funds to be Contributed to the BIP Trust and the Maximum Number of Company Shares, etc. to be Delivered or Paid to Directors, etc.

The total amount of Residual Shares, etc. at the time of amendment of the

existing trust agreement and funds to be contributed from the Company, and the number of Company Shares, etc. (the number of share conversion points) to be delivered or paid to Directors, etc. under the BIP Trust will be subject to approval at the General Meeting of Shareholders and the limit below.

The maximum amount of funds to be contributed to the BIP Trust:

¥4,200 million in total for the three fiscal years of the Target Period

(Notes) · The amount obtained by multiplying ¥1,400 million by the number of fiscal years during the Target Period

- The maximum trust contribution amount is calculated by adding trust fees and other trust expenses to the funds to acquire Company Shares, taking into account the current compensation levels of the Directors, etc.

The maximum number of Company Shares, etc. to be delivered or paid to Directors, etc.:

4,650 thousand shares in total for the three fiscal years of the Target Period

(Notes) · The number obtained by multiplying 1,550 thousand shares by the number of fiscal years during the Target Period

- The maximum number of Company Shares, etc. to be delivered or paid to Directors, etc. from the BIP Trust is determined with reference to the current stock price level and other factors, taking into account the maximum amount of trust contribution mentioned above.

(8) How the BIP Trust Acquires Company Shares

The BIP Trust plans to acquire an amount of Company Shares from the stock market up to both the maximum amount of funds to be contributed to the BIP Trust and the maximum number of Company Shares, etc. to be delivered or paid described in (7) above.

(9) Claw-back Clause, etc.

When material misconducts by Directors, etc. are discovered, the points or share conversion points already granted to them can be confiscated (malus), or the cash equivalent of the Company Shares, etc. delivered or paid to them can be reclaimed (claw-back).

(10) Exercising Voting Rights Related to Company Shares in the BIP Trust

Voting rights related to Company Shares in the BIP Trust (namely, Company Shares that have yet to be delivered or paid to Directors, etc.) shall not be exercised during the trust term, to ensure neutrality to management of the Company.

(11) Treatment of Dividends Related to Company Shares in the BIP Trust

Dividends related to Company Shares in the BIP Trust will be received by the BIP Trust and used to cover trust fees and other trust expenses.

(12) Treatment at the Expiry of the Trust Term

Upon the expiry of the trust term, in the case that the Company continues to use the BIP Trust for the Plan or a stock compensation plan similar to it, residual shares will be delivered or paid to Directors, etc. under the Plan, and residual money will be used to acquire shares.

Upon the expiry of the trust term, in the case that the BIP Trust is terminated, residual shares will be converted into cash under the BIP Trust, and the portion exceeding the trust reserve amount will be donated to organizations that have no conflicts of interest with the Company or Directors, etc. (the trust reserve amount will belong to the Company).

(Note) If there arises a possibility that the number of Company Shares held in the BIP Trust falls short of the number of shares corresponding to the share conversion points specified for Directors, etc. (as set forth in 2-(5) above) or the money held in the BIP Trust is not sufficient to pay trust fees and other trust expenses during the trust term, the Company may contribute additional money to the BIP Trust up to the maximum trust contribution amount described in 2-(7) above.

(Reference) Contents of the Trust Agreement

- (1) Type of Trust:
An individually operated designated trust of money other than money trust
(third party benefit trust)
- (2) Purpose of Trust:
To provide incentives to Directors, etc.
- (3) Trustor:
The Company
- (4) Trustee:
Mitsubishi UFJ Trust and Banking Corporation
(Co-trustee: The Master Trust Bank of Japan, Ltd.)
- (5) Beneficiaries:
Directors, etc. (including those who resign) who meet the beneficiary requirements
- (6) Trust Caretaker:
A third party who has no conflicts of interest with the Company
- (7) Date of the Amendment of the Trust Agreement*:
August 13, 2026 (TBD)
- (8) Trust Term:
From August 15, 2023 to August 31, 2029 (TBD)
- (9) Start Date of the Plan:
August 13, 2026 (TBD)
- (10) Exercise of Voting Rights:
Voting rights will not be exercised.
- (11) Type of Acquired Shares:
Common shares of the Company
- (12) Maximum Trust Contribution Amount:
¥4,200 million (TBD) (including trust fees and other trust expenses)
- (13) Timing of Share Acquisition:
From August 18, 2026 (TBD) to August 31, 2026 (TBD)
(excluding the period from five business days prior to the last day of the fiscal period (including interim and quarterly periods) to the last day of the fiscal period)
- (14) How to Acquire Shares:
To be acquired from the stock market.

(15) Vested Rights Holder:

The Company

(16) Residual Assets:

Residual assets that the Company, which is the holder of vested rights, can receive shall be within the trust reserve amount.

* The existing trust agreement is to be amended.

- End -

This release is written in Japanese and translated into English. The Japanese text is the original and the English text is for reference purposes. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.