

Translation of report filed with the Tokyo Stock Exchange on May 2, 2025

Notice Regarding Introduction of Stock-Based Remuneration linked to Share Performance Using Trust Scheme for its Directors, etc.

Mitsubishi Corporation (“the Company”) announces that it will revise its remuneration package for its Directors (excluding Directors who are Audit & Supervisory Committee Members), who are in charge of business execution (hereinafter referred to as “Eligible Directors”), and Executive Officers (hereinafter collectively referred to as “Directors, etc.”), with the aim of sharing value with its shareholders and further heightening awareness of improvement of medium-to-long term corporate value. As a part of this, at a meeting of its Board of Directors held today, the Company decided to introduce a stock-based remuneration linked to share performance using trust (hereinafter referred to as the “Plan”) as a new incentive plan. The Company will submit a proposal regarding the introduction of the Plan together with a proposal regarding the amount of remuneration to Directors (excluding Directors who are Audit & Supervisory Committee Members) to the 2025 Ordinary General Meeting of Shareholders scheduled for June 20, 2025 (hereinafter referred to as “this General Meeting of Shareholders”). The details are stated as follows.

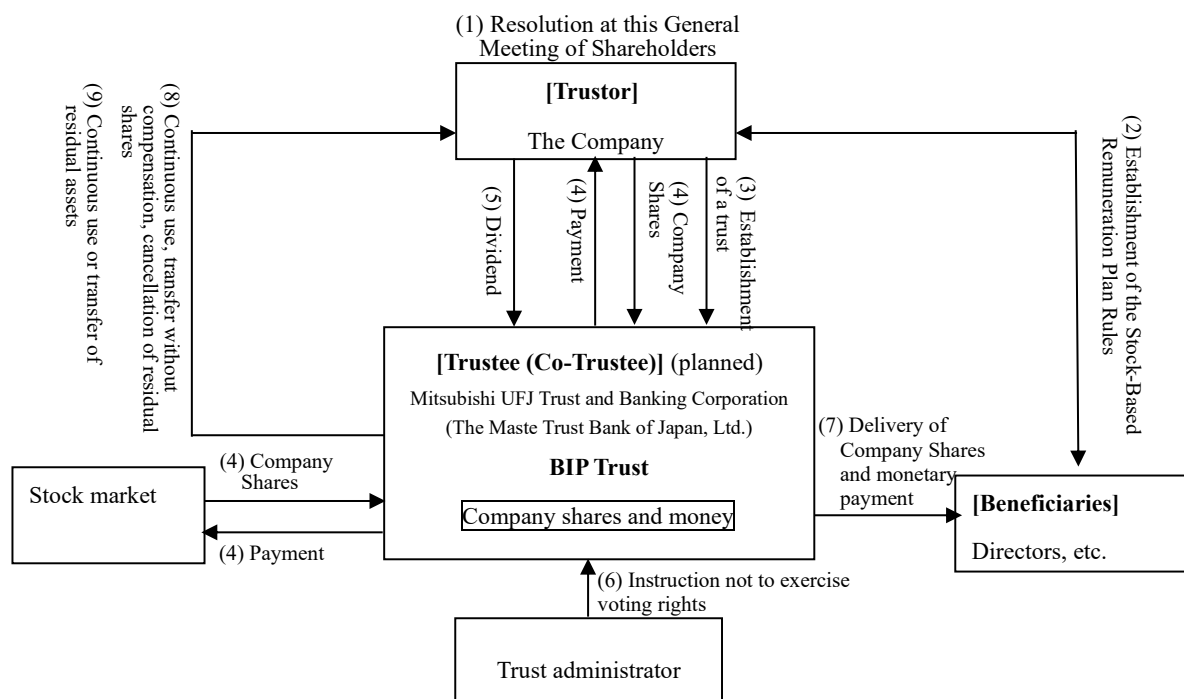
1. Purpose and Conditions Regarding Introduction of the Plan

- (1) The Company will introduce the Plan in order to share value with its shareholders and to heighten awareness for improvement of the medium-to-long term corporate value of the Company.

Please note that the Company will not issue any new stock acquisition rights to Directors, etc. in the future as medium-to-long term stock-based remuneration (stock-based remuneration-type stock options with share price conditions) with an exercise price of 1 yen, subject to approval at this General Meeting of Shareholders (excluding stock option put on hold due to overseas assignment).

- (2) The Plan adopts a structure called the executive remuneration BIP (Board Incentive Plan) trust (hereinafter referred to as “BIP Trust”). As is the case for performance share plans and restricted share plans in Europe and the United States, a BIP Trust is a plan under which the Company shares and money equivalent to the converted value of such shares (hereinafter referred to as “Company Shares, etc.”) are delivered or paid (hereinafter referred to as “Delivered, etc.”) to Directors, etc. in accordance with their positions, the degree of achievement of targets, and other criteria.
- (3) The introduction of the Plan is subject to approval of introduction of the Plan to Eligible Directors of this General Meeting of Shareholders.

2. Structure of the Plan



- (i) The Company will obtain a resolution of approval for executive remuneration in relation to the introduction of the Plan at this General Meeting of Shareholders.
- (ii) The Company will establish the Stock-Based Remuneration Plan Rules (hereinafter referred to as the “Plan Rules”) pertaining to executive remuneration in relation to the introduction of the Plan at a meeting of the Board of Directors.
- (iii) Concerning funds necessary for the acquisition of the Company Shares to be Delivered, etc. to Eligible Directors, the Company will contribute money up to the upper limit as approved under the resolution at this General Meeting of Shareholders to establish a BIP Trust (hereinafter referred to as “Trust”) wherein the Directors, etc. who meet the beneficiary requirements shall be beneficiaries.
- (iv) The Trust will acquire the Company shares from the Company (disposal of treasury stock or issuance of new stock by third-party allotment) or from the stock market using the money entrusted in (iii) in accordance with the instructions of the trust administrator. The number of shares to be acquired by the Trust as the Company shares to be Delivered, etc. to Eligible Directors shall be within the upper limit as approved by the resolution at this General Meeting of Shareholders.
- (v) Dividend will be paid on the Company shares held by the Trust in the same manner as for other shares in the Company.
- (vi) Voting rights of the Company Shares held by the Trust shall not be exercised throughout the trust period.
- (vii) Company Shares, etc. will be Delivered, etc. to Directors, etc. who meet the beneficiary requirements from the Trust in accordance with the Plan Rules.
- (viii) If residual shares remain at the expiration of the trust period due to non-achievement of business performance during the trust period or any other reason, the Trust may continue to be used as the Plan or as a stock-based remuneration plan of the same type by amending the trust agreement and making additional contributions to the Trust by resolution of the Board of Directors. Meanwhile, if the Trust is not continued and terminated, the Trust is planned to transfer such residual shares without consideration to the Company and the Company plans to cancel such shares by resolution of the Board of Directors in order to increase shareholder return.
- (ix) Any residual dividend pertaining to the Company shares held by the Trust that arise at the expiration of the trust period will be used as fund for stock purchases if the Trust is continued to be used. Meanwhile, if the Trust is terminated due to the expiration of the trust period, any portion

exceeding the reserve for trust expenses is planned to be donated to an organization with no interest with the Company or the Directors, etc.

(Note)

During the trust period, in the case where the number of shares held by the Trust might fall short of the number of shares corresponding to the number of Share Delivery Points to be awarded to each of Directors, etc. during the trust period as specified in 3. (5) below, or in the case where money in the Trust might be insufficient to pay trust fees and trust expenses, the Company may entrust additional money to the Trust. However, the fund necessary to acquire the Company Shares to be Delivered, etc. to Eligible Directors will be within the upper limit as specified in 3. (7) below.

3. Details of the Plan

(1) Overview of the Plan

This Plan will, in principle, cover three fiscal years (hereinafter referred to as “Target Period”), with the initial Target Period being the three fiscal years ending on March 31, 2028.

In the event that the Trust is continued as provided for in (4)(ii) below, the Target Period thereafter will continue to be three fiscal years.

(2) Resolution at this General Meeting of Shareholders pertaining to the introduction of the Plan at this General Meeting of Shareholders, the upper limit on the amount of money that the Company will contribute to acquire its shares to be Delivered, etc. to Eligible Directors, the maximum total number of the Company Shares, etc. to be Delivered, etc. to Eligible Directors, and other necessary matters will be resolved.

(3) Persons eligible for the Plan (beneficiary requirements)

The Directors, etc. may receive Delivery, etc. of the Company Shares, etc. from the Trust in the number equivalent to the number of Share Delivery Points as stated in (5) below after the elapse of the Target Period, in principle, upon going through the prescribed procedures to lock in their beneficiary rights, provided that they meet the following beneficiary requirements.

(i) The beneficiary has been a Director, etc. at a certain period every year (including those who became Directors, etc. after the start of the Plan).

(ii) The number of Share Delivery Points stated in (5) below has been determined.

(iii) The beneficiary has neither resigned for personal reasons, nor resigned or been dismissed for such reasons as having been engaged in certain illegal activities or committed a material violation of office or internal regulations or any other such rule while in office.

(iv) Any other requirements deemed necessary to fulfill the purpose of the Plan as a stock-based remuneration plan.

(4) Trust period

(i) Initial trust period

The initial trust period shall be approximately three years from August 4, 2025 (planned) to August 31,

2028 (planned).

(ii) Continuation of the Trust

The Trust may be continued beyond the trust period stated in (i) above by amending the trust agreement and making additional contributions to the Trust. In that case, the trust period of the Trust will be extended for the Target Period, and the Company will make an additional contribution for each such extended period within the scope approved by resolution at this General Meeting of Shareholders regarding the fund necessary for acquisition of the Company Shares to be Delivered, etc. to Eligible Directors, and continue awarding points to such Directors, etc. in the extended Target Period. However, in the case of making such an additional contribution, if there are any Company Shares (excluding the Company Shares, etc. equivalent to the number of the Share Delivery Points awarded to the Directors, etc. that are yet to be Delivered, etc.) and money remaining in the trust property (hereinafter referred to as “Residual Shares, etc.”) at the final day of the trust period prior to the extension, the sum of the amounts of Residual Shares, etc. to be Delivered, etc. to Eligible Directors and fund necessary to acquire the Company Shares to be Delivered, etc. to Eligible Directors out of additional trust money to be contributed shall be within the scope approved by resolution at this General Meeting of Shareholders. Such extension of the trust period is not limited to once, and the trust period may be extended again in the same manner thereafter.

(iii) Expiration of the trust period (extension of the trust period not accompanied by additional contributions)

In case that the trust agreement is not amended or additional contributions are not made upon expiration of the trust period (at the expiration of the extended trust period if the Trust has been continued as stated in (ii) above), the Company will not award any points to the Directors, etc. thereafter. However, if the Directors, etc. who might meet the beneficiary requirements remain in office at the expiration of the trust period, the Trust may extend the term of the Trust, without immediately terminating the Trust, until the Delivery, etc. of the Company Shares to said Directors, etc. is completed.

(5) Company Shares, etc. to be Delivered, etc. to the Directors, etc.

The number of the Company Shares, etc. to be Delivered, etc. to the Directors, etc. shall be determined based on Share Delivery Points. One Company Share per point or a payment of money equivalent to the converted value of One Company Share shall be Delivered, etc., with fractions less than one point rounded down. However, if a share split of the Company Shares or a reverse share split of its shares occurs during the trust period, the Company will adjust the number of the Company shares per Share Delivery Point and the upper limit on the number of shares and a payment of money equivalent to the converted value of such shares to be Delivered, etc. according to the split or reverse split ratio. Share Delivery Point shall be calculated as follows:

Each fiscal year, points are allocated to Directors, etc. according to their position. After the elapse of the Target Period, the points allocated to Directors, etc. are multiplied by a performance-based coefficient* according to the degree of achievement of the performance and some other factors to calculate the number of performance-based points and determine the number of Share Delivery Points. Even if a Director, etc. who meets the beneficiary requirements resigns during the Target Period due to the expiration of their delegation contract, the number of performance-based points will be calculated according to the

performance-based coefficient after the Target Period ends, to determine the number of Share Delivery Points.

*This will fluctuate within a certain range depending on the achievement level of the performance. The achievement level of the performance during the initial Target Period will be calculated by dividing the Company's Total Shareholder Return (TSR) during the initial Target Period by the growth rate of the Tokyo Stock Price Index with dividends (TOPIX Total Return Index) during that period. The range of fluctuation that is dependent on the achievement level of the performance cap during the initial Target Period is set to 50-250%. Please note that the indicator and the range of fluctuation may be changed in the future by resolution of the Board of Directors.

(6) Method and timing of Delivery, etc. of the Company Shares, etc. to Directors, etc.

The Directors, etc. who meet the beneficiary requirements shall, after the elapse of the Target Period, receive a Delivery, etc. of the Company Shares, etc. from the Trust in the number equivalent to the number of Share Delivery Points retained, by taking prescribed beneficiary identification procedures. At that time, said Directors, etc. shall receive a delivery of the Company Shares in a certain ratio of such Share Delivery Points, and the Company Shares equivalent to the remaining points will be converted into cash within the Trust, and said Directors, etc. shall receive a payment of money equivalent to the converted value of such shares. In addition, Directors, etc. who are determined to be non-residents of Japan shall receive from the Company an amount calculated by multiplying the number of Share Delivery Points calculated and determined after the elapse of the Target Period by the share price of the Company Shares at the time of payment for the number of points held at that time. If it becomes difficult to pay the amount of money equivalent to the converted value of such shares by the Trust for some reason, the Company may pay an amount equivalent to the converted value (hereinafter referred to as the "cash plan"). The total number of points (hereinafter referred to as the "cash plan points") that are the basis for calculating the amount of payment to Eligible Directors under the cash plan and the number of Company shares (including shares subject to conversion into cash) to be Delivered, etc. to Eligible Directors shall be up to the number of shares calculated by multiplying 1.4 million shares by the number of fiscal years of the Target Period, and the amount paid shall be calculated by multiplying the number of cash plan points by the market share price at the time of payment.

In addition, if a Director, etc. were to die, all the Company Shares in the number equivalent to the Share Delivery Points awarded up to that time will be converted into cash within the Trust, and an heir to said Director, etc. shall receive a payment of money equivalent to the converted value of such shares.

(7) Upper limit of money to be contributed by the Company to acquire the Company Shares to be Delivered, etc. to the Eligible Directors and maximum number of the Company Shares, etc. to be Delivered, etc. to the Eligible Directors

Upper limit of money to be contributed by the Company to acquire the Company Shares to be Delivered, etc. to the Eligible Directors and maximum number of the Company Shares, etc. to be Delivered, etc. to Eligible Directors during the Target Period shall be set as follows, subject to approval by resolution at this General Meeting of Shareholders.

(i) Upper limit of money to be contributed by the Company to acquire the Company Shares to be Delivered, etc. to the Eligible Directors: ¥5.1 billion (planned)

(the sum of the amounts of fund for stock purchases by the Trust, trust fees and trust expenses during the Target Period)

When continuing the Trust in (4) (ii) above, the upper limit of the money to be contributed by the Company to acquire the Company Shares to be Delivered, etc. to the Eligible Directors during the Target Period shall be ¥1.7 billion per fiscal year multiplied by the number of fiscal years in the applicable Target Period.

(ii) Maximum number of the Company Shares, etc. to be Delivered, etc. to the Eligible Directors: 4.2 million shares (planned)

(set with reference to information such as the share price at present, in consideration of the aforementioned upper limit of money to be contributed by the Company to acquire the Company Shares to be Delivered, etc. to the Eligible Directors)

When continuing the Trust in (4) (ii), maximum number of the Company Shares, etc. to be Delivered, etc. to the Eligible Directors shall be ¥1.4 million shares per fiscal year multiplied by the number of fiscal years in the applicable Target Period.

(8) Method for the Trust to acquire Company Shares

The Trust is planned to initially acquire the Company Shares through the issuance of new shares by the Company. However, the fund necessary for the acquisition of the Company Shares to be Delivered, etc. to the Eligible Directors and the number of shares to be acquired by the Trust as Company Shares to be Delivered, etc. to the Eligible Directors shall be up to the amount of the fund for stock purchases and the number of shares to be delivered, as described in (7) above.

(9) Malus and Clawback provision

In the event of a material revision of financial statements, etc. due to the execution of duties by Directors, etc., the Company may demand that such Directors, etc. forfeit their beneficial interests in the Company Shares to be Delivered, etc. (malus) or demand that they return the delivered Company Shares, etc. or money equivalent to the converted value of such shares thereto (clawback).

(10) Exercise of voting rights related to the Company Shares held by the Trust

To ensure the neutrality of management, voting rights of the Company Shares held by the Trust shall not be exercised during the trust period.

(11) Treatment of dividend on Company Shares held by the Trust

Dividend for the Company Shares held by the Trust will be received by the Trust and used for trust fees and trust expenses of the Trust.

(12) Treatment of residual shares and dividend at the expiration of the trust period

With regard to residual shares remaining at the expiration of the trust period due to non-achievement of the

performance or any other reason, the Trust may continue to be used as the Plan or as a stock-based remuneration system of the same type by amending the trust agreement and making additional contributions to the Trust. If the Trust is terminated due to the expiration of the trust period, the Trust is planned to transfer such residual shares without consideration to the Company, and the Company plans to cancel such shares by resolution of the Board of Directors in order to increase shareholder return

In addition, any residual dividend pertaining to the Company Shares held by the Trust that arise at the expiration of the trust period will be used as fund for stock purchases if the Trust is continued to be used. However, if the Trust is terminated due to the expiration of the trust period, any portion exceeding the reserve for trust expenses is planned to be donated to an organization with no interest with the Company or the Directors, etc.

[Outline of the Trust Agreement]

(i) Type of trust:	Money trust other than a specified cash trust for separate investment (Third party benefit trust)
(ii) Purpose of trust:	To grant incentive to Directors, etc.
(iii) Trustor:	The Company
(iv) Trustee:	Mitsubishi UFJ Trust and Banking Corporation (Co-trustee: The Master Trust Bank of Japan, Ltd.)
(v) Beneficiaries:	Eligible Directors, etc. with the necessary beneficiary requirements
(vi) Trust administrator:	Third party with no conflict of interest with the Company (certified public accountant)
(vii) Trust agreement date:	August 4, 2025 (planned)
(viii) Trust period:	From August 4, 2025 (planned) to August 31, 2028 (planned)
(ix) Commencement of the Plan:	August 4, 2025 (planned)
(x) Exercise of voting rights:	No voting rights shall be exercised.
(xi) Type of acquired shares:	Common shares of the Company
(xii) Amount of trust money:	¥5.1 billion (planned) for Directors (including trust fees and trust expenses) ¥12.6 billion (planned) for Executive Officers (same as above)
(xiii) Method to acquire shares:	Issuance of new shares
(xiv) Period of acquiring shares:	August 4, 2025 (planned)
(xv) Holder of the vested right:	The Company
(xvi) Residual assets:	Residual assets to be received by the Company, as holder of the vested rights, shall be limited to the extent of the allowances for trust expenses remaining after the fund for stock purchases is deducted from the cash in trust.

(Note) The time period mentioned above as planned are subject to change according to the appropriate laws and regulations.