

The following information was originally prepared and published by DeNA Co., Ltd. in Japanese as it contains timely disclosure materials to be submitted to the Tokyo Stock Exchange. This English translation is for your convenience only. To the extent there is any discrepancy between this English translation and the original Japanese version, please refer to the Japanese version.



May 12, 2026

Company name:	DeNA Co., Ltd. (TSE Prime Stock Code: 2432)
Name of representative:	Shingo Okamura, President & CEO
Contact person:	Keigo Watanabe, Director, Executive Officer, Head of the Corporate Unit
Tel.:	03-6758-7200

Notice Regarding Introduction of Subsequent Delivery-Type Compensation Plan with Performance Conditions and Restricted Stock Compensation Plan

DeNA Co., Ltd. would like to announce its resolution passed at the Board of Directors meeting held on May 12, 2026, to revise the executive compensation system and introduce subsequent delivery-type compensation plan with performance conditions (the “Plan I”) for Directors (excluding Outside Directors; hereinafter “Inside Directors”) and a restricted stock compensation plan (the “Plan II”; together with the Plan I, the “Plans”) for Outside Directors (together with Inside Directors, the “Eligible Directors”), the relevant proposals for which will be submitted to the 28th Ordinary General Meeting of Shareholders scheduled for June 27, 2026 (the “Annual Meeting”).

1. Purpose and conditions for introducing the Plan

(1) Purpose of introduction

Plan I is a compensation plan for the delivery of common shares of the Company according to the degree of achievement of performance targets, etc., during the evaluation period. Its purpose is to encourage Inside Directors to share with shareholders not only the benefits of rising share prices but also the risks of falling share prices, and to further clarify the linkage between compensation and the Company’s performance and stock value, thereby enhancing their motivation to contribute to improved performance and increased corporate value, as well as their awareness of shareholder-oriented management.

In addition, Plan II is a compensation plan for the delivery of the Company’s common shares. Its purpose is to encourage Outside Directors to share with the shareholders not only the benefits of rising share prices but also the risks of falling share prices, thereby enhancing their awareness of shareholder-oriented management.

(2) Conditions for introduction

Since the Plan is to provide performance share units or restricted stock to Eligible Directors, the introduction of the Plan is subject to the approval of shareholders at this Annual Meeting regarding the provision of such compensation.

Based on the resolution of the 15th Ordinary General Meeting of Shareholders held on June 22, 2013 and the resolution of the 19th Ordinary General Meeting of Shareholders held on June 24, 2017, the upper limit on cash compensation to be paid to the Directors of the Company has been set at ¥320 million per

year (of which the amount allocable to Outside Directors shall not exceed ¥60 million per year) for the fixed portion and 1.0% per year of the amount of profit for the year attributable to owners of the parent in the consolidated income statement for the previous fiscal year for the performance-linked portion. In addition, based on the resolution of the 15th Ordinary General Meeting of Shareholders held on June 22, 2013, the amount of stock compensation in the form of stock options to Directors, excluding Outside Directors, has been capped at 1.0% per year of the amount of profit for the year attributable to owners of the parent in the consolidated income statement for the previous fiscal year (provided, however, that such amount may not exceed 1.0% of such profit when added to the performance-linked portion of cash compensation (for the year)), and the amount of stock compensation in the form of stock options to Outside Directors is set at a fixed amount of no more than ¥20 million per year. At the Annual Meeting, the Company plans to ask shareholders for their approval to establish a compensation limit for the Plans for Eligible Directors, separately from the aforementioned compensation limits.

On the condition that the proposals relevant to the Plans are approved and adopted at the Annual Meeting, the Company will abolish stock compensation in the form of stock options for Eligible Directors and will not issue new stock acquisition rights for Eligible Directors, excluding those that have already been granted.

As the non-monetary compensation plan will be revised from stock compensation in the form of stock options to Plan I, the Company will, as non-monetary compensation for Eligible Directors to be granted in the fiscal year ending March 31, 2027, issue its common shares with transfer restrictions set forth below within the scope of the current amount of stock compensation in the form of stock options per year, based on the performance for the fiscal year ended March 31, 2026.

2. Plan I

(1) Outline of Plan I

Plan I is a compensation plan that uses performance share units, under which the Company sets the base number of shares, performance evaluation period (“Evaluation Period”), and performance targets for the Evaluation Period at its Board of Directors and grants the number of common shares of the Company calculated according to the degree of achievement of the said performance targets to Inside Directors. Certain transfer restrictions will be imposed on the common shares of the Company granted to Inside Directors based on Plan I. The performance indicators adopted in Plan I shall be indicators determined by the Board of Directors of the Company based on the Company’s management policy, including indicators that indicate the status of profits.

Plan I delivers or pays the Company’s common shares, etc. according to the degree of achievement of numerical performance targets. At the introduction of Plan I, whether or not the Company’s shares, etc. will be delivered or paid to each Inside Director, as well as the number of shares to be delivered and the amount to be paid, has not been finalized.

As an amount considered appropriate based on the above purpose, the total amount of monetary compensation to be paid to each Inside Directors to grant shares shall not exceed 1.0% per year of the amount of profit for the period attributable to owners of the parent in the consolidated income statement for the previous fiscal year (the sum of the above monetary compensation and the performance-linked cash compensation amount per year shall not exceed 1.0% of the amount of the said profit), and the total number of common shares of the Company to be issued or disposed of shall not exceed 160,000 per year (if a stock consolidation or stock division (including free allocation of shares) is carried out for the Company’s common shares after this proposal is approved, the number shall be adjusted according to the ratio of stock consolidation or stock division).

Under Plan I, common shares of the Company shall be granted pursuant to the resolution of the Board of Directors, as compensation, etc. for Inside Directors by means of either issuing or disposing of the Company’s common shares without requiring the payment of money or the delivery of property contributed in kind, or by means of issuing or disposing of the Company’s common shares by granting

monetary compensation claims to Inside Directors and having them contribute such monetary compensation claims in kind.

The specific timing of the payment and how the payment is allocated to each Inside Director shall be determined by the Board of Directors after being deliberated by the Compensation Committee.

(2) Requirements for Granting the Company's Shares under Plan I

In Plan I, the Company's shares will be granted to Inside Directors (including Inside Directors who took office after the start of the Evaluation Period) when the Evaluation Period ends and the requirements outlined below are met.

- 1) No misconduct, etc. specified by the Company's Board of Directors has occurred.
- 2) Other requirements set by the Company's Board of Directors as those necessary for achieving the purpose of Plan I have been satisfied.

If, after the start of the Evaluation Period and before the grant of the Company's shares, 1) an Inside Director passes away, 2) a merger agreement where the Company will be the Company that disappears in the merger, share exchange agreement or share transfer plan where the Company will become a wholly owned subsidiary, or other matters related to organizational restructuring, etc. are approved at a general meeting of shareholders of the Company (the Board of Directors of the Company if the organizational restructuring, etc. does not require approval by the general meeting of shareholders of the Company), or 3) the Board of Directors of the Company finds that there is a justifiable reason, a monetary payment may be made as necessary in lieu of granting common shares of the Company, in an amount and at a timing determined reasonably by the Board of Directors of the Company.

In addition, a clawback clause will be introduced to allow the Company to, by resolution of the Board of Directors, demand the return of all or part of the shares or money from Inside Directors within a certain period after the lifting of the transfer restrictions, in such cases as where an Inside Director had engaged in misconduct, etc. or a significant error was found in the performance on which the grant of the shares was based.

(3) Outline of Transfer Restrictions, etc.

The common shares of the Company to be granted to Inside Directors under Plan I shall be subject to an agreement that includes the details outlined below ("Grant Agreement"), concluded between the Company and Inside Directors.

- 1) Inside Directors shall not transfer, create security interests on, or otherwise dispose of the common shares of the Company granted under Plan I ("Granted Shares") during the period until they retire from or leave the position of the Company's Director or other positions specified by the Board of Directors of the Company ("Transfer Restriction Period").

- 2) The Company shall lift the transfer restrictions for all of the Granted Shares at the expiration of the Transfer Restriction Period.

- 3) The Company shall automatically acquire the Granted Shares without consideration if, during the Transfer Restriction Period, an Inside Director violates laws and regulations, internal rules, or the Grant Agreement or falls under certain conditions specified by the Board of Directors of the Company as conditions where acquiring the Granted Shares without consideration shall be appropriate.

- 4) In relation to misconduct or wrongdoing of Inside Directors while in office, the Company may, by resolution of its Board of Directors, demand the return of all or part of the shares or money if, after the lifting of the transfer restrictions, it finds that there is a serious accounting fraud or a significant error in the performance on which the grant of the shares was based or it judges that a situation equivalent to this has arisen.

- 5) Notwithstanding the provisions of above 1), if, during the Transfer Restriction Period, a merger agreement where the Company will be the merged company, share exchange agreement or share transfer plan where the Company will become a wholly owned subsidiary, or other matters related to

organizational restructuring, etc. are approved at a general meeting of shareholders of the Company (the Board of Directors of the Company if the organizational restructuring, etc. does not require approval by the general meeting of shareholders of the Company), the Company shall, by resolution of its Board of Directors, lift the transfer restrictions for all of the Granted Shares prior to the effective date of the said organizational restructuring, etc.

3. Plan II

(1) Outline of Plan II

The Company shall allot and have Outside Directors hold the Company's common shares to be issued or disposed by the Company, after entering into a Restricted Stock Allotment Agreement (hereinafter the "Allotment Agreement") with Outside Directors, which includes the details set forth in (2) below.

As an amount considered appropriate based on the above purpose, the total amount of monetary compensation to be paid to Outside Directors to grant shares shall be a fixed amount that does not exceed ¥20 million per year, and the total number of common shares of the Company to be issued or disposed of shall not exceed 15,000 per year (if a stock consolidation or stock division (including free allocation of shares) is carried out for the Company's common shares after this proposal is approved, the number shall be adjusted according to the ratio of stock consolidation or stock division).

In addition, under Plan II, common shares of the Company shall be granted pursuant to the resolution of the Board of Directors by either the method of issuing or disposing of common shares of the Company without any payment of money or delivery of property contributed in kind as compensation, etc. for Outside Directors, or the method of providing monetary compensation claims to Outside Directors as compensation, etc. and having them pay in all of the said monetary compensation claims as property contributed in kind to receive common shares of the Company issued or disposed of.

Furthermore, the specific timing of the payment and how the payment is allocated to each Outside Director shall be determined by the Board of Directors after being deliberated by the Compensation Committee.

(2) Outline of Allotment Agreement

The grant of restricted stock under Plan II shall be subject to a restricted stock Allotment Agreement that includes the details outlined below, concluded between the Company and Outside Directors.

1) Outside Directors shall not transfer, create security interests on, or otherwise dispose of the common shares of the Company allotted under the Allotment Agreement ("Allotted Shares") during the period until they retire from or leave the position of the Company's Director or other positions specified by the Board of Directors of the Company ("Transfer Restriction Period").

2) If an Outside Director retires from or leaves the positions specified in above 1) before the expiration of the period specified by the Board of Directors of the Company ("Service Provision Period"), the Company shall automatically acquire the Allotted Shares without consideration.

3) The Company shall lift the transfer restrictions for all of the Allotted Shares at the expiration of the Transfer Restriction Period, on the condition that the Outside Director has continuously served in the positions specified in above 1) during the Service Provision Period.

4) The Company shall automatically acquire the Allotted Shares whose transfer restrictions have not been lifted at the expiration of the Transfer Restriction Period.

5) The Company shall automatically acquire the Allotted Shares without consideration if, during the Transfer Restriction Period, an Outside Director violates laws and regulations, internal rules, or the Allotment Agreement or falls under certain conditions specified by the Board of Directors of the Company as conditions where acquiring Allotted Shares without consideration shall be appropriate.

6) In relation to misconduct or wrongdoing of Outside Directors while in office, the Company may, by resolution of its Board of Directors, demand the return of all or part of the shares or money if, after the lifting of the transfer restrictions, it judges that there is a serious accounting fraud or a situation equivalent

to this has arisen.

7) Notwithstanding the provisions of above 1), if, during the Transfer Restriction Period, a merger agreement where the Company will be the Company that disappears in the merger, share exchange agreement or share transfer plan where the Company will become a wholly owned subsidiary, or other matters related to organizational restructuring, etc. are approved at a general meeting of shareholders of the Company (the Board of Directors of the Company if the organizational restructuring, etc. does not require approval by the general meeting of shareholders of the Company), the Company shall, by resolution of its Board of Directors, lift the transfer restrictions or arrange a monetary settlement for all of the Allotted Shares prior to the effective date of the said organizational restructuring, etc.

For inquiries please contact:

IR Department (ir@dena.com)

DeNA Co., Ltd. (<https://dena.com>)