May 12, 2026

To whom it may concern

Company Name Resona Holdings, Inc.
(Code 8308: Prime Market of Tokyo Stock Exchange)

Notice Concerning Revision and Continuation of Performance-Based Stock Compensation Program

Resona Holdings, Inc. (the "Company") hereby announces its decision to partially revise and continue to implement the Company's current performance-based stock compensation program (hereinafter the "Program"), which has been in place since FY2020. This decision is based on resolutions reached by the Company's Compensation Committee and Board of Directors at meetings held on April 30, 2026 and today, respectively. The Program is designed to benefit individuals in executive positions at the Company and its subsidiary banks (hereinafter Group banks), namely, Resona Bank, Limited, Saitama Resona Bank, Limited, Kansai Mirai Bank, Limited and Minato Bank, Limited.

1. Revision and Continuation of the Program

In FY2020, the Company introduced the Program with the objective of enhancing incentives to be granted to beneficiaries for achieving targets under the medium-term management plan (MMP) in addition to securing a close linkage between such incentives and shareholder value. In FY2023, the Company updated the Program into a "Director Share Benefit Trust" with restrictions on the transfer of shares to be granted.

In FY2026, the Company launched its newest MMP under the title "Shift to the Next Stage—Three Years to Create Our New Ways of Doing Business." To realize the goal of this MMP, the Company thus decided to partially revise the Program. The revised Program is intended to sustainably improve the social and corporate value of the Resona Group as part of initiatives to maximize its corporate value.

The revised Program utilizes the following evaluation indicators:

1) Use of consolidated ROE (TSE standard) and the relative total shareholder return (TSR) as of the end of the final fiscal year of the MMP period, which spans from FY2026 to FY2028, as indicators for measuring financial results and stock prices

2) Use of non-financial indicators comprising Retail Transition Financing Target and Carbon Neutrality Targets (Scopes 1 + 2) as well as indicators relative to women's empowerment and human resource strategy.

In these ways, the Company will comprehensively evaluate the degree of achievement relative to efforts undertaken by the beneficiaries over the course of the MMP period in terms of enhancing capital

efficiency, improving investment returns and contributing to sustainability, the latter of which includes the creation of value for customers, society and employees.

< Main Content of the Revision>

Item	Prior to the revision	After the revision
Operating results evaluation indicators	Consolidated ROE (based on shareholders' equity) Relative TSR Changes in rating scores granted by ESG rating agencies	・Indicators for financial results and stock prices Consolidated ROE (TSE standard) Relative TSR ・Non-financial indicators Item-by-item evaluation and comprehensive evaluation by the Compensation Committee based on results vis-à-vis targets relative to the following items 1)Retail Transition Financing Target 2)Carbon Neutrality Target (Scopes 1 + 2) 3)Women's empowerment 4)Human resource strategy

2. Features of the Revised Program

The features of the revised Program are as follows. For an outline of the original Program, please also refer to the following press releases:

- "Notice Concerning Introduction of New Performance-Based Stock Compensation Program for Company Group Officers" (May 12, 2020)
- "Notice Concerning Conclusion of Contract for New Performance-Based Stock Compensation Program for Company Group Officers" (July 31, 2020)
- "Notice Concerning Revision and Continuation of Performance-Based Stock Compensation Program Resona Holdings" (May 12, 2023)

(1) Beneficiaries of the Program

Executive officers[*1] at the Company as well as executive directors and executive officers[*2] at Group banks (hereinafter collectively referred to as "Eligible Group Officers")

*1. Excluding non-Japanese residents

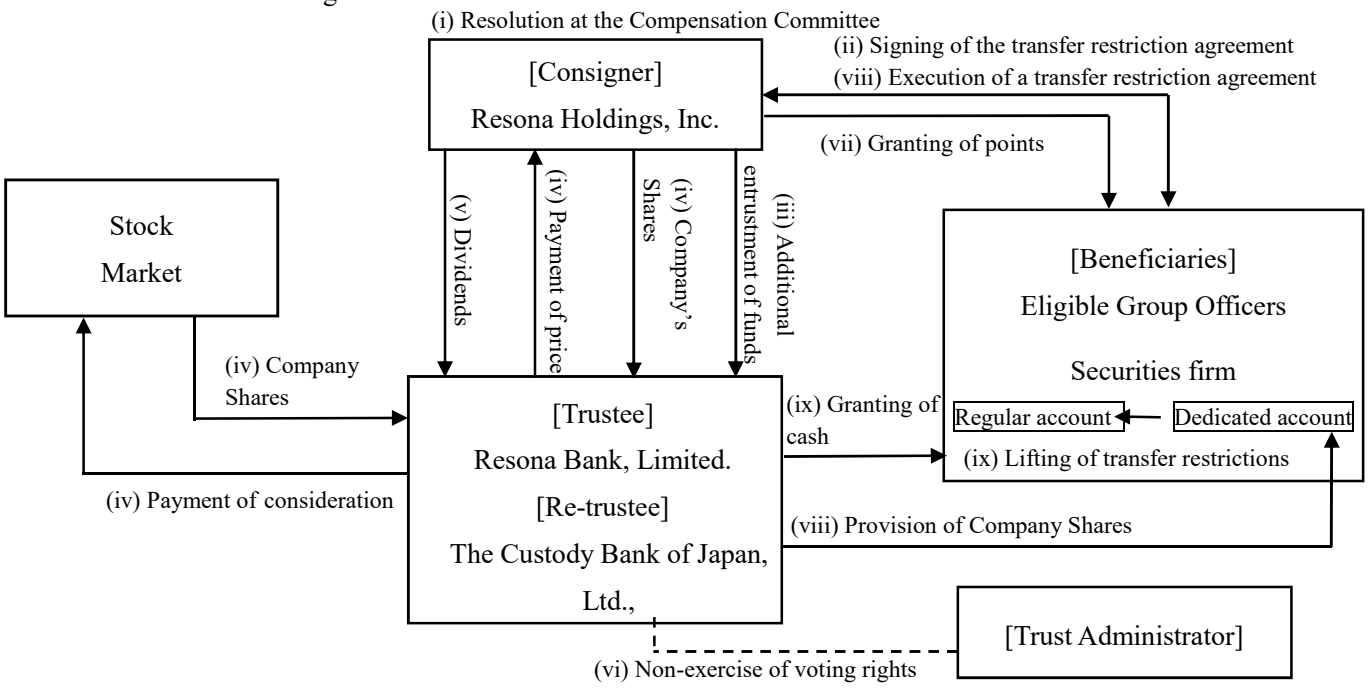
*2. Excluding outside directors and non-Japanese residents

(2) Outline of the Program

To operate the Program, the Company has established a trust (hereinafter the "Trust") by contributing funds that will enable it to acquire its own shares (hereinafter "Company Shares"). Through the Trust, Eligible Group Officers are granted 1) Company Shares as compensation in a number commensurate with the number of points granted to them in light of degree of achievement relative to the evaluation indicators described above based on rules formulated in advance regarding share benefits (hereinafter the "Share Benefit Rules"). In addition, Eligible Group Officers are also granted 2) cash in an amount commensurate with the fair value of Company Shares in a number calculated by taking the above points into account. (Hereinafter, these shares and cash shall be collectively referred to as "the Provision of Company Shares, etc.")

In principle, the granting of Company Shares to Eligible Group Officers shall take place subsequent to the finalization of operating results for the final fiscal year of the coverage period stipulated in (3) below. If an Eligible Group Officer is to be granted Company Shares during his/her tenure, the Company shall reach a transfer restriction agreement with said officer prior to the granting of shares. Based on this agreement, restrictions shall be placed on the transfer of such shares until this individual steps aside from the position of the Group officer. (The details of transfer restrictions are as described in (5) and 3. below.) In addition, the granting of cash, which will be in an amount commensurate with the fair value of Company Shares to be granted to an Eligible Group Officer, shall take place when he/she steps aside from his/her Group officer position.

<Structure of the Program>



(i) The Company shall obtain a Compensation Committee resolution approving the revision of the Program. At the same time, each Group bank shall obtain a resolution from its General Meeting of Shareholders approving the revision or introduction of the Program.

(ii) Share Benefit Rules will thus be revised or established by the Company and Group banks to regulate matters related to the Provision of Company Shares, etc.

(iii) The Company shall entrust additional funds to the Trust within the limits approved by the Compensation Committee based on the resolution issued as in (i) above. With regard to expenses incurred in connection with the provision of compensation to Eligible Group Officers, Group banks shall undertake necessary settlements among them or with the Company.

(iv) The Trust shall acquire Company Shares from the Company (via the disposal of treasury shares) or from the stock market by expending funds entrusted to it in (iii) above.

(v) The Company shall pay dividends associated with Company Shares held by the Trust, as it does for other Company shares.

(vi) The exercise of voting rights accompanying Company Shares held by the Trust shall be entirely banned over the course of the trust period in order to secure neutrality vis-à-vis management.

(vii) In accordance with Share Benefit Rules stipulated in (ii) above, stock-grant points shall be given to Eligible Group Officers during the coverage period based on position held and tally of achievements relative to operating results, etc. However, 40% of these stock-grant points shall be converted into "retirement-cash-benefit points" that provide a basis for the calculation of cash to be granted when Eligible Group Officers step aside from their positions as described in (ix) below in an amount commensurate with the fair value of Company Shares held by these individuals. The latter type of points shall be managed by the Company until said individuals step aside from their positions. Where the number of Company Shares granted includes fractional shares, the above proportion shall be

adjusted as described in (4) below.[*6] Thus, the finalized number of "retirement-cash-benefit points" shall be deducted from the number of stock-grant points.

(viii) Upon the finalization of operating results for the final fiscal year of the coverage period, Company Shares shall be furnished to Eligible Group Officers who fulfill certain requirements as beneficiaries, including the signing of a transfer restriction agreement, as stipulated under Share Benefit Rules. The number of Company Shares to be furnished shall be commensurate with the number of stock-grant points provided to such individuals. (This number excludes those converted into "retirement-cash-benefit points.) In principle, the Company and each Eligible Group Officer shall conclude a transfer restriction agreement that stipulates a transfer restriction period spanning from the date of the granting of Company Shares to the date of their retirement from the officer position held. Moreover, Company Shares granted shall be managed in dedicated accounts opened by Eligible Group Officers at a securities firm.

(ix) The Company shall lift transfer restrictions placed on Company Shares granted to Eligible Group Officers in (viii) above upon their retirement. (The Company shall acquire Company Shares free of charge if transfer restrictions for these shares are not lifted.) When an Eligible Group Officer retires, the Company shall grant cash in an amount commensurate with the fair value of Company Shares based on the number of "retirement-cash-benefit points" to be granted as described in (vii) above.

(3) Coverage Period of the Program

Three fiscal years (hereinafter the "Coverage Period") that coincide with the period of the Company's MMP spanning from April 1, 2026 to March 31, 2029.

(4) Methods for the Calculation of and Upper Limits on the Number of Company Shares to Be Granted to Eligible Group Officers

Over the course of the Coverage Period, Eligible Group Officers shall be given "benchmark points" every year based on their positions in accordance with the Share Benefit Rules. Upon the close of the final fiscal year of the Coverage Period, the Company shall determine the number of "stock-grant points" to be furnished to Eligible Group Officers by multiplying the cumulative number of "benchmark points" by a performance-linked coefficient. The determination of this coefficient shall be based on the degree of achievement relative to consolidated ROE (TSE standard) and relative TSR, which are financial results and stock price indicators. The calculation of this coefficient also takes into account item-by-item and comprehensive evaluations by the Compensation Committee of on results vis-à-vis targets relative to non-financial indicators. These comprise Retail Transition Financing Target and Carbon Neutrality Target (Scope 1 + 2) as well as indicators relative to women's empowerment and human resource strategy. However, if the Common Equity Tier 1 (CET1) capital ratio for the final fiscal year of the Coverage Period falls short of 8.0%, the performance-linked coefficient shall be zero. In addition, 40% of stock-grant points shall be converted into "retirement-cash-benefit points," which shall be managed by the Company until the Eligible Group Officer retire from his/her position. These points provide a basis for the calculation of

cash to be granted to each Eligible Group Officer in an amount commensurate with the fair value of Company Shares as described in (5) below when they retire. When the number of Company Shares granted includes fractional shares, the above proportion shall be adjusted as described in *6 below. Thus, the finalized number of "retirement-cash-benefit points" shall be deducted from the number of stock-grant points. The Company plans to limit the total number of stock-grant points to be furnished over the course of the Coverage Period (spanning three fiscal years) to 6,930,400.

When Company Shares are granted to an Eligible Group Officer, one stock-grant point in his/her possession shall be converted into one Company Share, with decimals being dropped. Similarly, one retirement-cash-benefit point in his/her possession shall be converted into the fair value of one Company Share when cash is granted to such an individual in an amount commensurate with the fair value of Company Shares at the time of their stepping aside from their position as described in (6) below. If, however, the Company executes a share split, free-of-charge share allotment, share consolidation or other similar measures, it shall reasonably adjust the conversion ratio of one such point into Company Shares or the fair value of Company Shares by, for example, taking the ratio of share spilt, share allotment or share consolidation into account.

(Points calculation formula)

< Benchmark points to be granted per fiscal year>

Benchmark points = Position-based points*3 × The number of months in service*4 / 12

< Stock-grant points to be granted after the finalization of operating results for the final year of the MMP>

Stock-grant points = The cumulative number of benchmark points × Performance-linked coefficient (Coefficient determined based on financial results and stock price indicators × 0.7 + Coefficient determined based on non-financial indicators × 0.3) *5

In addition, as soon as stock-grant points are furnished, the Company shall subtract from the number of such points the number of retirement-cash-benefit points. *6

Retirement-cash-benefit points = The cumulative number of benchmark points × Performance-linked coefficient (Coefficient determined based on financial results and stock price indicators × 0.7 + Coefficient determined based on non-financial indicators × 0.3) *5 × 4/10*6

*3. Points granted based on positions taken by Eligible Group Officers as of March 31 of each fiscal year.

*4. When months in service include a period that falls short of one month, such period shall be deemed one full month in the calculation.

*5. The performance-linked coefficient shall vary within the 0% to 150% range in accordance with a formula stipulated by the Company based on operating results for the final fiscal year (FY2028) of the MMP relative to financial results and stock price indicators as well as non-

financial indicators. However, if the CET1 capital ratio for the final fiscal year of the Coverage Period falls short of 8.0%, the performance-linked coefficient shall be zero.

*6. If this calculation (entailing dividing stock-grant points less retirement-cash-benefit points by one share trading unit) results in a number that is not whole, the Company shall adjust the stock-grant points by eliminating the minimal fractional amount in excess. Simultaneously, the Company shall add the exact same volume to retirement-cash-benefit points.

(5) The Provision of Company Shares, etc., to Eligible Group Officers

In principle, the Company shall furnish Company Shares in a number commensurate with the number of stock-grant points awarded to recipients who fulfill beneficiary requirements and have undergone beneficiary determination procedures, as stipulated under the Share Benefit Rules upon the finalization of operating results for the final fiscal year of the Coverage Period. These requirements include the signing of a transfer restriction agreement as described in 3. below. (In addition, the above number of stock-grant points shall not include the number converted into retirement-cash-benefit points.) When stepping aside from an officer position, recipients who fulfill beneficiary requirements and have undergone beneficiary determination procedures as stipulated under Share Benefit Rules are also granted cash in amounts commensurate with the fair value of Company Shares based on the number of retirement-cash-benefit points in their possession at that time.

However, the signing of a transfer restriction agreement shall not be included in beneficiary requirements should an Eligible Group Officer step aside from his/her position during the Coverage Period. This also applies if he/she is expected to step aside before the granting of Company Shares even after the Coverage Period lapses. In such circumstances, the recipient, upon having undergone beneficiary determination procedures, shall be granted Company Shares in a number commensurate with the number of stock-grant points in his/her possession (excluding the number converted into retirement-cash-benefit points). At the same time, the recipient shall be granted cash in an amount commensurate with the fair value of Company Shares based on the number of retirement-cash-benefit points in his/her possession. In addition, if an Eligible Group Officers passes away or has been earmarked for such tasks as an overseas assignment that will cause him/her to be not resident in Japan during the Coverage Period, the Company shall provide said recipient with cash in an amount commensurate with the fair value of Company Shares based on the number of stock-grant points (including the number converted into retirement-cash-benefit points), with the requirement for signing of a transfer restriction agreement excluded from beneficiary requirements. In any case, the Trust may divest Company Shares in its possession to secure funds for the granting of cash.

(6) Maximum Amount of Money Held in Trust Comprising Funds the Company Contributes for the Acquisition of Company Shares and Method of Acquiring Such Shares by the Trust

The Company shall additionally furnish funds to the Trust based on an estimation of the amount necessary to acquire Company Shares and grant such shares to Eligible Group Officers or otherwise reward them for their service over the course of the Coverage Period in accordance with the Program. As stipulated in (4) above, the upper limit on the number of stock-grant points to be provided to Eligible Group Officers during the Coverage Period in accordance with the Program is set at 6,930,400. Accordingly, additional contributions by the Company to the Trust shall be based on reasonable estimates of funds necessary for the Trust's acquisition of a maximum of 6,930,400 shares of the Company's common stock while taking into account the number of Company Shares and the amount of cash held by the Trust as well as the closing price at the Tokyo Stock Exchange immediately prior to the provision of such funding.

The Trust shall acquire Company Shares through stock market purchase or by being allotted treasury shares to be disposed of by the Company via the use of funds contributed by the Company as described above. Going forward, the Company shall make fresh announcements to disclose the amount of funds to be additionally entrusted to the Trust and details regarding methods for the acquisition of Company Shares as soon as said matters are determined.

3. Transfer Restriction Agreements Associated with Company Shares to Be Granted to Eligible Group Officers

If Eligible Group Officers were to receive the granting of Company Shares during their tenure, the Company shall conclude transfer restriction agreements (hereinafter the "Transfer Restriction Agreements"), which include the provisions described below, with such individuals prior to granting these shares. (The recipients shall be eligible to receive the provision of Company Shares on condition that they sign the Transfer Restriction Agreements.)

Notwithstanding, however, the Company may grant Company Shares to recipients not fulfilling this condition when they meet certain requirements stipulated under Share Benefit Rules at the time of the provision of such shares (please refer to 2. (5) above for details).

(1) Company Shares granted to Eligible Group Officers in accordance with the Program shall not be transferred, nor shall these shares be used as collateral or otherwise disposed of during the period (hereinafter the Transfer Restriction Period") spanning from the date the shares are granted to the date of the recipients' retirement as a corporate officer (including retirement due to passing away; hereinafter the same applies to the recipients' retirement from their officer positions).

(2) If an Eligible Group Officer retires from his/her position during the Transfer Restriction Period due to justifiable reasons, such as the expiration of his/her tenure, the Company shall promptly lift transfer restrictions on Company Shares in his/her possession at the time of his/her retirement.

(3) The Company may acquire, free of charge, a portion of or all of Company Shares granted to an Eligible Group Officer (i) if it recognizes errors in operating results indicators or other matters that provide a basis for the calculation of points to be used to determine the content of stock-based compensation after such points are granted, (ii) the recipient was dismissed, or (iii) such officer was considered by the Compensation Committee to have committed a grave compliance violation.

(4) The Company may lift transfer restrictions on Company Shares held by Eligible Group Officers if

a merger agreement that designates it the non-surviving company or other reorganization measure is approved by its General Meeting of Shareholders. The lifting of such transfer restrictions shall take place only upon a resolution by the Company's Board of Directors passed one business day immediately prior to the effective date of such reorganization measures.

Over the course of the Transfer Restriction Period, Company Shares subject to transfer restrictions under the Transfer Restriction Agreements shall be managed in dedicated accounts opened by Eligible Group Officers at a securities firm to ensure that these shares are not transferred, used as collateral or otherwise disposed of during such period. In addition, the provisions under the Transfer Restriction Agreements include methods for expressing the signatories' intentions regarding one another, issuing notifications, amending such agreements and other matters to be determined by the Board of Directors.

[The Outline of the Trust]

(i) Name	Share Benefit Trust for Officers (for the provision of restricted shares)
(ii) Consignor	Resona Holdings, Inc.
(iii) Trustee	Resona Bank, Limited. Resona Bank, Limited is also expected to sign a specific comprehensive trust agreement with Custody Bank of Japan, Ltd., with the latter taking on the role of re-trustee.
(iv) Beneficiaries	Eligible Group Officers who meet the beneficiary requirements prescribed in the Share Benefit Rules
(v) Trust Administrator	A third party who has no interest in the Company
(vi) Type of Trust	Trusts other than cash trusts (third-party benefit trusts)
(vii) Date of the signing of the Trust Agreement	August 7, 2020
(viii) Trust period	From August 7, 2020 to the date of the termination of the Trust (The date of the termination of the Trust is not specified; the Trust shall be terminated when the consignor, the trustee and the trust administrator agree on said termination or when other similar circumstances specified under the Trust Agreement arise.)
(ix) The exercise of voting rights	The exercise of voting rights afforded by holdings of Company Shares shall be entirely banned for shares held by the Trust over the course of the trust period in order to secure neutrality vis-à-vis management.
(x) The treatment of dividends	Dividends associated with Company Shares held by the Trust shall be received by the Trust. These dividends shall be appropriated to cover trust fees and other expenses related to the acquisition of Company Shares.
(xi) The treatment of Company Shares after the termination of the Trust	Company Shares that remain as part of assets held by the Trust at the time of termination shall be entirely acquired by the Company free of charge. The plans call for cancelling these shares upon a resolution by

	the Board of Directors or donating them to public interest corporations, etc., that no Eligible Group Officer holds an interest in. In addition, the Company plans to donate any remaining cash held as assets by the Trust at the time of termination to public interest corporations, etc., that no Eligible Group Officer holds an interest in.
(xii) The date of the revision of the Trust Agreement	September 2026 (scheduled)
(xiii) The date of additional funding to the Trust	October 2026 (scheduled)

End