May 14, 2026

Company name: Suruga Bank, Ltd.
Representative: Kosuke Kato, President
(Code: 8358, Prime Market of the Tokyo Stock Exchange)
Inquiries: Fujio Sato, Director, Senior Executive Officer, General Manager of General Management Planning Headquarters
Tel: +81-55-987-8675

Announcement Regarding the Continuation of the Share Remuneration Scheme for the Bank's Executive Employees

At its Board of Directors Meeting held today, the Bank resolved to continue the Share Remuneration Scheme (the "System"), for its executive employees (excluding non-residents of Japan; the "Executive Employees"), who consist of the heads of its sales branches and the heads of each headquarters, and hereby announces the details as follows.

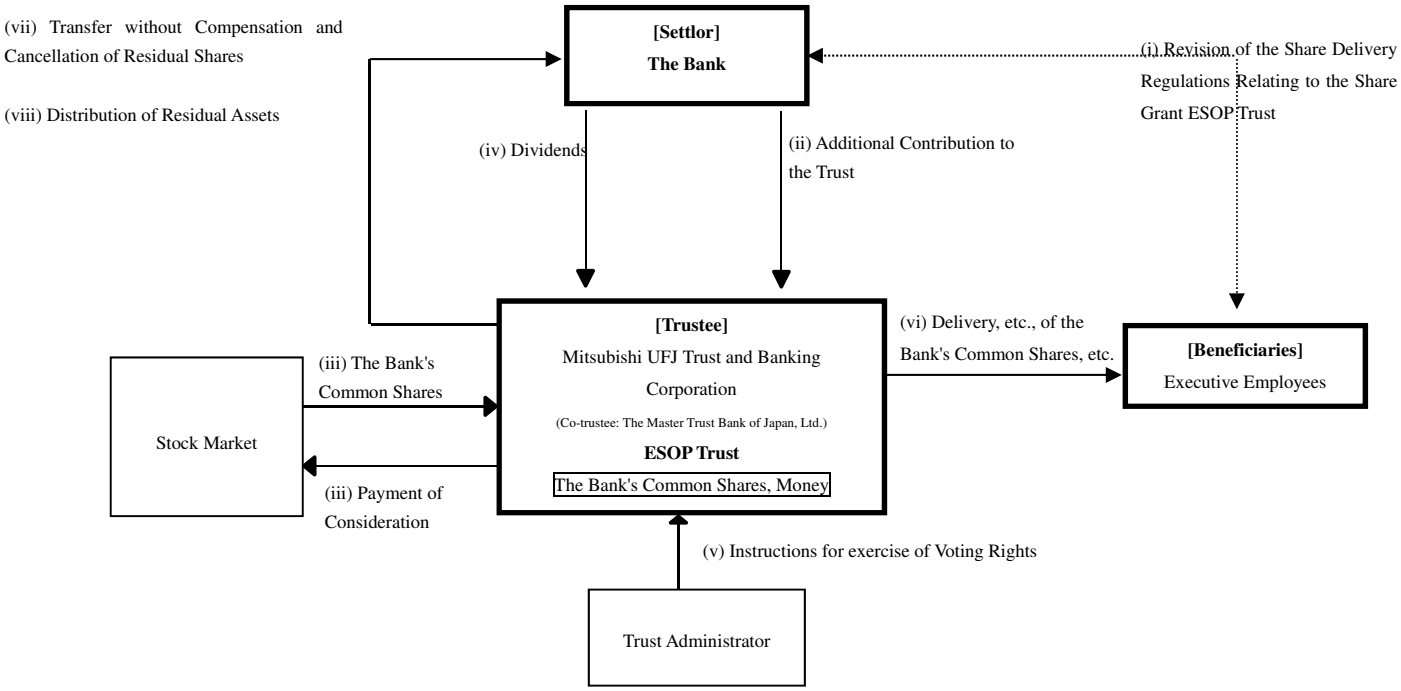
1. Continuation of the System

(1) The Bank will continue the System, which has been in place since FY2023, with the aim of increasing the engagement of Executive Employees, sharing interest with shareholders, and raising their awareness of contributing to the enhancement of corporate value from a long-term perspective while drawing out the value offered by the Bank's talent.

(2) The System adopts a structure referred to as a Share Grant Employee Stock Ownership Plan (ESOP) Trust ("ESOP Trust"). The ESOP Trust is an incentive plan based on the ESOP system in the United States, Under this plan, the Bank's common shares acquired by the ESOP Trust, together with monetary amounts equivalent to the proceeds from the conversion of the Bank's common shares ("the Bank's common shares, etc."), are delivered and granted ("delivery, etc.") to Executive Employees who fulfill certain requirements upon retirement, in accordance with predetermined share delivery regulations.

(3) In connection with the continuation of the System, the Bank plans to make additional monetary contributions to the ESOP Trust ("the Trust") already established by the Bank, and the Trust is expected to acquire the Bank's common shares necessary for the System from the stock market.

2. Overview of the System



① The Bank will revise the share delivery regulations pertaining to the System through necessary procedures such as resolutions of the Board of Directors.
② The Bank will entrust money in accordance with the trust agreement and extend the trust period, the Executive Employees who satisfy beneficiary requirements (such as retirement) as beneficiaries.
③ Trustees shall follow the instructions of the trust administrator and acquire the Bank common shares from the stock market during a predetermined acquisition period, using funds contributed in (ii) above.
④ Dividends will be paid for the Bank's shares in the Trust in the same manner as other Bank shares.
⑤ Voting rights of the Bank's common shares held by the Trust will be exercised throughout the trust period in accordance with the instructions of the trust administrator.
⑥ In accordance with the Bank's share delivery regulations, Executive Employees who fulfill the beneficiary requirements, such as retirement, during the trust period will receive the delivery, etc., of the Bank's common shares, etc., from the Trust.
⑦ If residual shares remain at the expiration of the trust period, the Trust may continue to be used under the System or as a similar incentive plan by amending the trust agreement and making additional contributions to the Trust. Alternatively, the Trust will transfer the residual shares to the Bank without consideration, after which the Bank will acquire them without consideration and cancel them by resolution of the Board of Directors.
⑧ Upon termination of the Trust, the residual assets remaining after distribution to beneficiaries are expected to revert to the Bank within the scope of the trust expense reserve calculated by deducting the stock acquisition funds from the trust money. In addition, any portion exceeding the trust expense reserve is planned to be donated to organizations that have no interest in the Bank or the beneficiary Executive Employees.

(Note) During the trust period, additional money may be entrusted to the Trust if there is a possibility that the number of shares in the Trust may be insufficient relative to the number of shares to be delivered, etc., to Executive Employees who fulfill the beneficiary requirements, or if the money in the trust property may be insufficient for the payment of trust fees and trust expenses.

(Reference) Contents of Trust Agreement

(1) Type of trust	Money trust other than a specified single-purpose trust (third-party benefit trust)
(2) Purpose of trust	Providing incentives to Executive Employees
(3) Settlor	Suruga Bank, Ltd.
(4) Trustee	Mitsubishi UFJ Trust and Banking Corporation (Co-trustee: The Master Trust Bank of Japan ,Ltd.)
(5) Beneficiaries	Executive Employees who fulfill the beneficiary requirements (such as retirement)
(6) Trust administrator	A third party who has no vested interest in the Bank (certified public accountant)
(7) Trust agreement date	August 2023
(8) Trust period	August 2023 to August 2026 (to be extended through August 2029 by amendment of the trust agreement)
(9) Start date of the System	August 2023
(10) Exercise of voting rights	The trustee will exercise voting rights on the Bank's shares in accordance with the instructions of the trust administrator, which reflect the voting intentions of the potential beneficiaries.
(11) Type of shares to be acquired	Common shares of the Bank
(12) Amount of the additional trust money	116 million yen (including trust fees and trust expenses)
(13) Timing of share acquisition	May 22, 2026 to June 19, 2026 (planned)
(14) Method of share acquisition	To be acquired from the stock market
(15) Rights holder	Suruga Bank, Ltd.
(16) Residual assets	Residual assets that the Bank as the rights holder can receive shall be within the scope of the trust expense reserve calculated by deducting the share acquisition funds from the trust money.

(Note) The planned timing described above may be changed to an appropriate time in light of applicable laws and regulations.

Note: This document has been translated from the Japanese original for reference purposes only. In the event of any discrepancy between this translated document and the Japanese original, the original shall prevail.