



November 13, 2025

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Notice Concerning Disposal of Treasury Shares as Restricted Stock Compensation for Employees

DAIICHI KIGENSO KAGAKU KOGYO CO., LTD. (the “Company”) hereby announces that it has resolved, at a meeting of the Board of Directors held today, to implement an incentive plan using restricted stock (the “Plan”) and to dispose of treasury shares (the “Disposal of Treasury Shares” or “Disposal”) under the Plan as described below.

1. Overview of the Disposal

(1) Date of disposal	March 13, 2026
(2) Class and number of shares to be disposed of	60,500 shares of common stock of the Company
(3) Disposal price	1,172 yen per share
(4) Total value of disposal	70,906,000 yen
(5) Allottees, the number thereof, and the number of shares to be allotted	60,500 shares to 501 employees of the Company

2. Purpose and reasons for the Disposal

The Company has resolved, at a meeting of the Board of Directors held today, to implement the Plan for the purpose of providing the employees of the Company (the “Eligible Employees”) with an incentive to sustainably enhance the corporate value of the Company and to further promote value-sharing with shareholders.

The outline of the Plan is as follows. The transfer restriction period was set to align with the final year of the Company’s ongoing medium-term management plan, “DK-One Next.”

[Outline of the Plan, etc.]

Eligible Employees shall make in-kind contributions of all of the monetary claims granted by the Company under the Plan and shall receive issuance or disposal of shares of the Company’s common stock (the “Allotted Shares”). The amount to be paid per share shall be determined by the Board of Directors based on the closing price of the Company’s common stock on the Tokyo Stock Exchange on the business day immediately prior to the date on which the resolution is made at the Board of Directors meeting (or, the closing price on the trading day immediately prior thereto if there is no trading on the relevant business day), to the extent that is not particularly advantageous to the Eligible Employees who receive such shares.

In addition, for the purpose of issuing or disposing of shares of the Company’s common stock under the Plan, the Company and Eligible Employees shall enter into a restricted stock allotment agreement that includes the following provisions: (i) the Eligible Employees shall not transfer to a third party, create a security interest on, or otherwise dispose of the shares of the Company’s common stock allotted to them for a certain period of time, and (ii) the Company may acquire

the said shares of common stock without consideration if certain causes or events occur. Regarding the Disposal of Treasury Shares, the Company has decided to grant a total sum of 70,906,000 yen of monetary claims (the “Monetary Claims”) and 60,500 shares of the Company’s common stock to 501 Eligible Employees, who are the planned allottees. Furthermore, in order to achieve the objective of the Plan, which is to promote value-sharing with shareholders over the medium term, the transfer restriction period was set at seven years.

Since the Company will provide each Eligible Employee with monetary claims to be contributed in kind under the Plan, the wages of the Company’s employees will not be reduced as a result of the Disposal of Treasury Shares. Allotted Shares will be allotted only to the Eligible Employees who wish to subscribe to them. Therefore, Monetary Claims will be extinguished if there is no application for subscription.

The outline of the restricted stock allotment agreement (the “Allotment Agreement”) to be entered into by and between the Company and the Eligible Employees in connection with the Disposal of Treasury Shares is as described in 3. below.

3. Outline of the Allotment Agreement

(1) Transfer restriction period

March 13, 2026 to October 31, 2032

(2) Conditions for lifting transfer restrictions

On the condition that an Eligible Employee had served as Director, Executive Officer not concurrently serving as Director, Audit & Supervisory Board Member, Senior Adviser, Adviser, or employee of the Company or a subsidiary thereof (including the positions that the Eligible Employee may hold when being reemployed after resigning or retiring as Director, Executive Officer not concurrently serving as Director, Audit & Supervisory Board Member, Senior Adviser, Adviser, or employee (defined in the Company’s rules of employment, excluding part-timer, temporary worker, and secondee to overseas companies) of the Company or a subsidiary thereof) continuously during the transfer restriction period, the Company shall lift the transfer restrictions on all of the Allotted Shares upon expiration of the transfer restriction period.

(3) Handling in cases of resignation or retirement of an Eligible Employee during the transfer restriction period due to expiration of the term of office, expiration of the employment period, mandatory retirement age, or any other justifiable reasons

In the event that an Eligible Employee resigns or retires from office of Director, Executive Officer not concurrently serving as Director, Audit & Supervisory Board Member, Senior Adviser, Adviser, or employee of the Company or a subsidiary thereof (including the positions that the Eligible Employee may hold when being reemployed after resigning or retiring as Director, Executive Officer not concurrently serving as Director, Audit & Supervisory Board Member, Senior Adviser, Adviser, or employee (defined in the Company’s rules of employment, excluding part-timer, temporary worker, and secondee to overseas companies) of the Company or a subsidiary thereof) due to expiration of the term of office, expiration of the employment period, mandatory retirement age, or any other justifiable reasons (including resignation or retirement due to death), transfer restrictions on all of the Allotted Shares held at the time of the resignation or retirement shall be lifted immediately after the resignation or retirement of the said Eligible Employee.

(4) Handling in case of becoming a non-resident

If the Company determines that an Eligible Employee qualifies as a non-resident during the transfer restriction period due to an overseas transfer or other similar circumstances, the transfer restrictions on all of the Allotted Shares held by the said Eligible Employee as of the date such determination is made (the “Overseas Transfer Determination Date”) will be lifted as of the Overseas Transfer Determination Date.

(5) Acquisition of Allotted Shares without consideration by the Company

The Company shall rightfully acquire without consideration any Allotted Shares on which transfer restrictions have not been lifted at the time of expiration of the transfer restriction period or at the time of lifting of transfer restrictions set forth in (3) or (4) above. If an Eligible Employee falls under certain causes or events set forth in the Allotment Agreement, or engages in acts that violate laws and regulations, the Company shall rightfully acquire without consideration all of the Allotted Shares at the time of any of the above trigger events.

(6) Handling in cases of reorganization, etc.

In the event that, during the transfer restriction period, a merger agreement in which the Company is the disappearing company, a share exchange agreement or a share transfer plan in which the Company becomes a wholly-owned subsidiary, or any other matter concerning reorganization, etc. is approved at a General Meeting of Shareholders of the Company (or by the Board of Directors of the Company if approval at the Company’s General Meeting of Shareholders is not required for the said reorganization, etc.), the Company shall, based on a resolution of the Board of Directors, lift the transfer restrictions on all of the Allotted Shares immediately before the preceding business day of the effective date of reorganization, etc. Furthermore, for

any Allotted Shares on which transfer restrictions have not been lifted at the time immediately after the lifting of the transfer restrictions, the Company shall rightfully acquire all such Allotted Shares without consideration.

(7) Management of shares

Throughout the transfer restriction period, the Allotted Shares shall be managed in dedicated accounts at Nomura Securities Co., Ltd. opened by the Eligible Employees in order to prevent transfer to a third party, creation of a security interest on, or any other disposal of the said shares during the transfer restriction period. The Company has entered into an agreement with Nomura Securities Co., Ltd. in relation to the management of the accounts of the Allotted Shares held by the Eligible Employees to ensure the effectiveness of the transfer restrictions and other relevant matters pertaining to the Allotted Shares. The Eligible Employees shall consent to the details relating to the management of the accounts.

4. Basis of calculation of the payment amount and details thereof

The Disposal of Treasury Shares shall be conducted using the monetary claims granted for the planned allottees, with the said claims serving as the property to be contributed for the acquisition of shares. To eliminate any arbitrariness in pricing, the disposal price shall be the closing price of the common stock of the Company on the Prime Market of the Tokyo Stock Exchange on November 12, 2025 (the business day immediately preceding the date of resolution of the Board of Directors), which was 1,172 yen. This price is deemed to be rational and not particularly favorable, because it is the market share price on the day immediately preceding the date of resolution of the Board of Directors.