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Notice Concerning Disposal of Treasury Shares as Restricted Stock Incentives for Employee Shareholding Association

Vertex Corporation (the "Company") announces that, at a meeting of its Board of Directors held on November 24, 2026, it has resolved to dispose of treasury shares as restricted stock (the "Disposal of Treasury Shares") under the Employee Shareholding Association Restricted Stock Incentive Plan (the "Plan"). The disposal will be executed with the Vertex Corporation Employee Shareholding Association (the "Shareholding Association") as the scheduled allottee. The details are as described below.

1. Overview of disposal

(1)	Due date of payment	March 25, 2027
(2)	Class and number of shares to be disposed of	203,392 shares of common stock of the Company (Note)
(3)	Disposal price	1,118 yen per share
(4)	Total disposal amount	227,392,256 yen (Note)
(5)	Method of disposal (scheduled allottee)	Third-party allotment (Vertex Corporation Employee Shareholding Association)
(6)	Other	We have filed an extraordinary report regarding the Disposal of Treasury Shares in accordance with the Financial Instruments and Exchange Act.

(Note) The "number of shares to be disposed of" and the "total disposal amount" are the maximum figures calculated on the assumption that 224 shares of the Company's common stock will be granted as restricted stock uniformly to 908 employees of the Company and its subsidiaries (the "Group") who are eligible for membership in the Shareholding Association and meet certain conditions, representing the maximum number of individuals eligible under the Plan. The actual number of shares to be disposed of and the total disposal amount are expected to be determined based on the number of members in the Shareholding Association following the completion of promotional activities to encourage participation and the confirmation of members' agreement to the Plan.

2. Purpose and reason for disposal

The Company has resolved to introduce the Plan as a measure to enhance the benefits and welfare of the employees of the Group who are eligible for membership in the Shareholding Association, meet certain conditions, and agree to the Plan (the "Eligible Employees"). By providing an opportunity to the Eligible Employees to acquire restricted shares issued or disposed of by the Company through the Shareholding Association, the Plan aims to assist in their asset formation, and to enhance the Eligible Employees' sense of participation in management through their ownership of the Company's common stock.

3. Outline, etc. of the Plan

Under the Plan, the Eligible Employees will contribute to the Shareholding Association a monetary claim provided to them by the Company and its subsidiaries as a special incentive for the grant of restricted stock (the "Special Incentive Payment"). The Shareholding Association will then make an in-kind contribution of all of the Special Incentive Payment contributed by the Eligible Employees to the Company, in exchange for which the Company will issue or dispose of its common stock as restricted stock.

The paid-in amount of the restricted stock will be determined by the Company's Board of Directors within a range not particularly favorable to the Shareholding Association, based on the closing price of the Company's common stock on the Tokyo Stock Exchange on the business day immediately preceding the date of resolution of the Company's Board of Directors related to the issuance or disposal (the "Date of Resolution of the Board of Directors") (if no transactions were executed on that day, the price will be based on the closing price on the most recent trading day).

The Company and the Shareholding Association will enter into a restricted stock allotment agreement in relation to the issuance or disposal of the Company's common stock under the Plan. The agreement shall include provisions such as: (1) The prohibition of the transfer to third party, creation of a security interest in, or other disposal of allotted restricted shares for a certain period (the "Transfer Restrictions" in 3. below) and (2) The Company's right to acquire the allotted restricted shares without consideration in the event that certain conditions arise. Furthermore, the granting of the Special Incentive Payment to the Eligible Employees will be subject to the execution of the restricted stock allotment agreement between the Company and the Shareholding Association.

Moreover, regarding their member equity interest in the restricted stock acquired by the Shareholding Association through the issuance or disposal (the "Restricted Stock Equity Interest"), the Eligible Employees will be restricted from withdrawing the restricted stock that corresponds to the Restricted Stock Equity Interest until the Transfer Restrictions in relation to the restricted stock are lifted, in accordance with the Vertex Corporation Employee Shareholding Association Rules and the Detailed Operational Rules, etc. (the "Shareholding Association Rules, etc.") (Note).

(Note) Prior to the Disposal of Treasury Shares, the Shareholding Association plans to propose amendments to the Shareholding Association Rules, etc. to accommodate the Plan at a meeting of its board of directors scheduled for November 25, 2026, and to give public notice of such amendments to the members of the Shareholding Association. The amendments will take effect on the date two weeks after the date of such public notice, provided that written objections from no more than one-third of the members of the Shareholding Association are received. An outline of the Shareholding Association Rules, etc. following the amendments is set forth in "5. Outline of the Shareholding Association Rules, etc." below.

In the Disposal of Treasury Shares, the Company will dispose of its common stock to the Shareholding Association, which is the scheduled allottee, in accordance with the Plan. The Shareholding Association will make payment for the shares by contributing the entire amount of the Special Incentive Payment, which has been contributed by the Eligible Employees, as an in-kind contribution. The outline of the restricted stock allotment agreement (the "Allotment Agreement") to be concluded between the Company and the Shareholding Association regarding the Disposal of Treasury Shares is as set forth below in "4. Outline of the Allotment Agreement."

The number of shares to be disposed of in the Disposal of Treasury Shares is expected to be determined at a later date, as stated in (Note) to 1. above, while the Company plans to dispose of up to 203,392 shares to the Shareholding Association. Based on this maximum number, the dilution resulting from the Disposal of Treasury

Shares will be 0.37% of the total number of issued shares (54,906,700) as of September 30, 2026 (rounded to the second decimal place; the same applies to all percentage calculations below), and 0.41% of the total number of voting rights (495,238) as of September 30, 2026, which are immaterial. Therefore, we consider this to be reasonable in light of the purpose of the Plan.

The Disposal of Treasury Shares will be executed on the condition that the amended Shareholding Association Rules, etc. take effect by the day before the due date of payment related to the Disposal of Treasury Shares.

4. Outline of the Allotment Agreement

(1) Transfer restriction period

From March 25, 2027 to March 15, 2030

During the transfer restriction period set forth above (the "Transfer Restriction Period"), the Shareholding Association, the scheduled allottee, may not transfer, create a security interest in, or otherwise dispose of the Company's common stock allotted to it under the Allotment Agreement (the "Allotted Shares") (the "Transfer Restrictions").

(2) Acquisition of restricted shares without consideration

Immediately upon the expiration of the Transfer Restriction Period (the "Expiration Date"), the Company shall automatically acquire, without consideration, all of the Allotted Shares for which the Transfer Restrictions have not been lifted. In such a case, the Company will notify the Shareholding Association and the Eligible Employees of its intention to acquire the Allotted Shares without consideration and of the number of Allotted Shares to be acquired without consideration, and the Shareholding Association will, in accordance with the provisions of the Shareholding Association Rules, etc., deduct from the Restricted Stock Equity Interest held by the Eligible Employees at that time the portion corresponding to the Allotted Shares subject to such acquisition without consideration.

In addition, immediately upon the lifting of the Transfer Restrictions set forth in (4) below, the Company will automatically acquire, without consideration, the Allotted Shares for which the Transfer Restrictions have not been lifted in accordance with the treatment described in (4) below, corresponding to the Restricted Stock Equity Interest held by the Eligible Employees subject to such treatment. In such a case, the Company will notify the Shareholding Association and the Eligible Employees of its intention to acquire the Allotted Shares without consideration and of the number of Allotted Shares to be acquired without consideration, and the Shareholding Association will, in accordance with the provisions of the Shareholding Association Rules, etc., deduct from the Restricted Stock Equity Interest held by the Eligible Employees subject to the treatment described in (4) below the portion corresponding to the Allotted Shares subject to such acquisition without consideration.

(3) Lifting of the Transfer Restrictions

The Company will lift the Transfer Restrictions on all of the Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employees who fulfill the following condition upon the Expiration Date: The Eligible Employee must have continuously remained a member of the Shareholding Association during the Transfer Restriction Period. In such a case, the Company will notify the Shareholding Association of its intention to lift the Transfer Restrictions and of the number of Allotted Shares subject to the lifting of the Transfer Restrictions, and the Shareholding Association will, in accordance with the provisions of the Shareholding Association Rules, etc., transfer, from the Restricted Stock Equity Interest held by the Eligible Employee who fulfills the condition, the portion corresponding to the Allotted Shares subject to the lifting of the Transfer Restrictions, to the member equity interest held by the Eligible Employee (the "Common Stock Equity Interest") with respect to shares acquired by the Shareholding Association outside the scope of the Plan.

(4) Treatment in the event of withdrawal from the Shareholding Association

If an Eligible Employee withdraws from the Shareholding Association during the Transfer Restriction Period based on grounds that the Company's Board of Directors deems justifiable for lifting the Transfer Restrictions of all of the Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible

Employee (indicating cases where an Eligible Employee loses membership qualification or submits a request for membership withdrawal, and including the case of withdrawal due to death; the same applies below), the Company will, on the date the Shareholding Association accepts the membership withdrawal request from the Eligible Employee (or, in the case of membership withdrawal due to the loss of membership qualification or death, the date the Company becomes aware of such loss of membership qualification or death; the "Membership Withdrawal Request Acceptance Date"), lift the Transfer Restrictions on all of the Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employee by the last day of the month following the Membership Withdrawal Request Acceptance Date in principle.

In addition, if an Eligible Employee withdraws from the Shareholding Association during the Transfer Restriction Period based on grounds that the Company's Board of Directors deems justifiable for lifting the Transfer Restrictions of a portion of the Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employee, the Company will lift the Transfer Restrictions on the number of Allotted Shares calculated by multiplying the number of Allotted Shares corresponding to the Restricted Stock Equity Interest held by the Eligible Employee on the Membership Withdrawal Request Acceptance Date by the result obtained by dividing the number of months from the month following the due date of payment for the Disposal of Treasury Shares through the month including the Membership Withdrawal Request Acceptance Date by 36 (provided, however, that any fractional part resulting in less than one share will be rounded down) by the last day of the month following the Membership Withdrawal Request Acceptance Date in principle.

In such a case, the Company will notify the Shareholding Association of its intention to lift the Transfer Restrictions and of the number of Allotted Shares subject to the lifting of the Transfer Restrictions, and the Shareholding Association will, in accordance with the provisions of the Shareholding Association Rules, etc., transfer, from the Restricted Stock Equity Interest held by the Eligible Employee, the portion corresponding to the Allotted Shares subject to the lifting of the Transfer Restrictions, to the Common Stock Equity Interest of the Eligible Employee.

(5) Provisions regarding the management of shares

To ensure compliance with the Transfer Restrictions, the Allotted Shares will be managed in a dedicated account opened by the Shareholding Association with SMBC Nikko Securities Inc. during the Transfer Restriction Period. In addition, the Shareholding Association will, in accordance with the provisions of the Shareholding Association Rules, etc., register and manage the Restricted Stock Equity Interest that the Eligible Employees will hold with respect to the Allotted Shares separately from the Common Stock Equity Interest.

(6) Treatment in the event of organization restructuring, etc.

If, during the Transfer Restriction Period, a merger agreement based on which the Company becomes a disappearing company, a share exchange agreement based on which the Company becomes a wholly owned subsidiary, or any matter concerning organizational restructuring, etc., including a share transfer plan, is approved by the General Meeting of Shareholders of the Company (however, if approval of the General Meeting of Shareholders of the Company is not required for the organizational restructuring, etc., then, the Board of Directors of the Company), by resolution of the Board of Directors of the Company, the Company will lift the Transfer Restrictions related to all Allotted Shares held by the Shareholding Association that correspond to the Restricted Stock Equity Interest held by the Eligible Employees, as of the approval date, immediately before the business day preceding the effective date of the organizational restructuring, etc.

5. Outline of the Shareholding Association Rules, etc.

The Shareholding Association, the scheduled allottee, plans to amend the Shareholding Association Rules, etc. in conjunction with the introduction of the Plan to include, in general, the following provisions.

(1) Contribution of a special incentive payment to the Shareholding Association, etc.

If the Company intends to conduct a third-party allotment (the "Target Third-Party Allotment") under the Plan, with the Shareholding Association as the allottee, the Eligible Employees will receive a monetary claim from the Company and its subsidiaries as a special incentive payment and will contribute such amount to the Shareholding Association for use as a capital contribution for the Target Third-Party Allotment.

In relation to the Target Third-Party Allotment, the Shareholding Association will enter into the Allotment Agreement with the Company and, by contributing in kind to the Company all of the monetary claims contributed by the Eligible Employees, will receive the issuance or disposal of the Company's common stock as restricted stock.

(2) Restrictions on withdrawals, etc. related to the Restricted Stock Equity Interest

The Shareholding Association will register and manage the Restricted Stock Equity Interest that the Eligible Employees will hold with respect to the Allotted Shares separately from the Common Stock Equity Interest. The Eligible Employees may not withdraw their registered Restricted Stock Equity Interest until the Transfer Restrictions on the Allotted Shares are lifted in accordance with the Allotment Agreement (the "Withdrawal Restrictions"), and may not transfer, create a security interest in, or otherwise dispose of their Restricted Stock Equity Interest.

(3) Lifting of the Withdrawal Restrictions related to the Restricted Stock Equity Interest

Upon receiving notification from the Company, pursuant to the Allotment Agreement, regarding lifting of the Transfer Restrictions on the Allotted Shares, the Shareholding Association will lift the Withdrawal Restrictions on the Eligible Employees' Restricted Stock Equity Interest corresponding to the Allotted Shares for which the Transfer Restrictions have been lifted, and transfer such shares to the Eligible Employees' Common Stock Equity Interest.

(4) Deduction of the Restricted Stock Equity Interest

Upon receiving notification from the Company, pursuant to the Allotment Agreement, regarding the acquisition of the Allotted Shares without consideration, the Shareholding Association will deduct the Eligible Employees' Restricted Stock Equity Interest corresponding to the Allotted Shares to be acquired without consideration.

(5) Treatment in the event of organization restructuring, etc.

Upon receiving notification from the Company, pursuant to the Allotment Agreement, regarding the lifting of the Transfer Restrictions on the Allotted Shares in relation to organization restructuring, etc., the Shareholding Association will lift the Withdrawal Restrictions on the Eligible Employees' Restricted Stock Equity Interest corresponding to the Allotted Shares for which the Transfer Restrictions have been lifted, and transfer such shares to the Eligible Employees' Common Stock Equity Interest.

6. Basis and details of the payment amount calculation

To eliminate arbitrariness in determining the disposal price for the Disposal of Treasury Shares, it has been set at 1,118 yen, which is the closing price of the Company's common stock on the Tokyo Stock Exchange on the business day immediately preceding the Date of Resolution of the Board of Directors (November 20, 2026). This represents the market price immediately prior to the Date of Resolution of the Board of Directors, and we consider it reasonable.

Regarding this price, the deviation rate from the simple average closing price of the Company's common stock on the Tokyo Stock Exchange for the one-month period ending on the business day prior to the Date of Resolution of the Board of Directors (from October 21, 2026 to November 20, 2026), which is 1,176 yen (amounts less than one yen are rounded down; the same applies to the simple average closing price below), is -4.93% (rounded to the second decimal place; the same applies to the calculation of the deviation rate below); the deviation rate from the simple average closing price for the three-month period ending on the business day prior to the Date of Resolution of the Board of Directors (from August 21, 2026 to November 20, 2026), which is 1,199 yen, is -6.76%; and the deviation rate from the simple average closing price for the six-month period ending on the business day prior to the Date of Resolution of the Board of Directors (from May 21, 2026 to November 20, 2026), which is 1,282 yen, is -12.79%. Accordingly, we have determined that this price is not particularly favorable.

In light of the fact that the Disposal of Treasury Shares is intended for the implementation of the Plan and that

disposal price is set at the closing price on the business day immediately preceding the Date of Resolution of the Board of Directors, the Audit and Supervisory Committee of the Company (five Directors serving as Audit and Supervisory Committee Members (including three Outside Directors)) have expressed their opinions that the process by which the Company determined that the disposal price does not constitute a payment amount particularly favorable to the Shareholding Association, the allottee, was reasonable, and that such determination is legitimate.

7. Matters related to procedures under the Code of Corporate Conduct

The Disposal of Treasury Shares does not require obtaining an opinion from an independent third party or confirming shareholders' intent, as stipulated in Rule 432 of the Securities Listing Regulations set by the Tokyo Stock Exchange. This is because (i) the dilution ratio is less than 25% and (ii) the disposal does not involve a change in the controlling shareholder.

(Reference)

[Structure of the Plan]

(1) The Company and its subsidiaries provide the Eligible Employees with monetary claims as the Special Incentive Payment.

(2) The Eligible Employees contribute the monetary claims in (1) above to the Shareholding Association.

(3) The Shareholding Association consolidates the monetary claims contributed in (2) above and pays the total amount to the Company.

(4) The Company allocates the Allotted Shares to the Shareholding Association.

(5) The Allotted Shares are deposited into the Shareholding Association's Restricted Stock Equity Interest account through SMBC Nikko Securities Inc., with withdrawal restrictions imposed during the Transfer Restriction Period.

(6) Once the Transfer Restrictions are lifted, the Eligible Employees may withdraw the Allotted Shares in the same manner as the Common Stock Equity Interest of the Shareholding Association.

