

【表紙】

【提出書類】 外国会社臨時報告書

【提出先】 関東財務局長

【提出日】 令和7年6月18日

【会社名】 エドワーズ・ライフサイエンス・コーポレーション  
(EDWARDS LIFESCIENCES CORPORATION)

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【電話番号】 03(6775)1000

【縦覧に供する場所】 該当なし

(注記)

1. 本書において、文脈上格別に要求される場合を除き、「当社」または「エドワーズ」とは「エドワーズ・ライフサイエンス・コーポレーション」を指す。
2. 本書において、別段の定めがある場合を除き、「ドル」または記号「\$」は、米ドルを指す。本書において、日本円（「/」）への換算は、2025年6月9日現在の株式会社三菱UFJ銀行における対顧客電信直売相場の仲値1ドル＝144.90円の換算率で計算されている。
3. 本書中の表で計数が四捨五入されている場合、合計は計数の総和と必ずしも一致しない。

(Notes):

1. In this document, the term “Company” or “Edwards” refers to Edwards Lifesciences Corporation unless the context requires otherwise.

2. The term “dollars” or symbol “\$” in this document, unless otherwise noted, refers to United States Dollars. In this document, conversion into Japanese Yen (“/”) has been performed at the exchange rate of \$1.00 = ¥ 144.90 (from the mean of the Telegraphic Transfer Buying and Selling Exchange Rates vis-à-vis customers in MUFG Bank, Ltd. on June 9, 2025).
3. Where figures in tables in this document have been rounded, the totals may not necessarily equate with the sum of the figures.

## 1【提出理由】

当社は、当社による本邦における有価証券の募集について、金融商品取引法第24条の5第4項および第15項ならびに企業内容等の開示に関する内閣府令第19条第1項および第2項第2号の2の規定に基づき、以下のとおり本外国会社臨時報告書を提出する。

## 2【報告内容】

### (1) The primary public offering of Stock Options.

This primary public offering is regarding the grant of the Stock Options which was made to eligible employees, contractors or directors determined pursuant to the Edwards Lifesciences Corporation Long-Term Stock Incentive Compensation Program (the “Employee Program”), during the period from January 1, 2024 to December 31, 2024.

The Employee Program was initially adopted by the Board of Directors of the Company on March 10, 2000. It was then amended and restated by the Board of Directors of the Company from time to time and most recently on February 22, 2024.

The amount of the paid-in-capital of the Company as of December 31, 2024 was \$2,613.4 million (Approx. ¥378,682 million) and the aggregate number of issued shares of the Company was 655 million.

#### Primary public offering of the Stock Options

##### (i) Number of the Stock Options Issued

1,485,526

(ii) Offering Price

\$0

(iii) Aggregate Amount of Offering Price

(Aggregate amount of issue price of the Stock Options)

\$0

(Sum of the Aggregate amount of issue price of the Stock Options and the aggregate Amount of the money to be paid upon exercise of the Stock Options)

Approx. \$126,957,615 (Approx. ¥18,396,158,414)

(iv) Type and Number of Shares to be Transferred upon the Exercise of the Stock Option

(Type of Shares to be Transferred upon the Exercise of the Stock Option)

Shares of the Company 's common stock, \$1.00 par value in registered form

(Number of Shares to be Transferred upon the Exercise of the Stock Option)

1,485,526 Shares

(v) Amount of the Payment (per Share) upon Exercise of the Stock Options

\$85.46 (Approx. ¥12,383)

This price is a weighted average.

(vi) Exercise Period of the Stock Options

The exercise periods are specified on the date of grant. Generally, the first of such exercise periods commences approximately one year after the date of the grant, and the last exercise period ends approximately seven years after the date of the grant.

(See "Conditions for Exercise of the Stock Options" below)

(vii) Conditions for Exercise of the Stock Options

(a) Stock Options will become exercisable in a series of installments over the vesting period. Generally, Stock Options will vest in four equal annual installments upon the option holder 's continued employment or service over the applicable four-year period, and will remain outstanding for seven years measured from the grant date, unless terminated sooner upon the option holder 's termination of employment (see Remark (c)). The actual exercise schedule will be determined by the committee on the date of grant.

In addition, in the event of a change in control (as defined in the Program), outstanding Stock Options will immediately become vested and exercisable for 100% of the shares under the Stock Options, unless the

Stock Options are performance-based. The Company has never granted performance-based Stock Options.

(b) Option holders may exercise their Stock Options at any time that the Stock Options are exercisable, provided they do so before the Stock Options terminate.

To exercise a Stock Option, the option holder must provide the Company with notice of the exercise in a form satisfactory to the Company and which indicates the number of shares to be acquired under the Stock Option. The notice must be accompanied with payment of the exercise price for the acquired shares and all applicable withholding taxes or a cashless exercise notice in a form satisfactory to the Company.

(c) Stock Options generally will have a seven-year term, but may terminate sooner upon certain conditions. For example, if the option holder's service or employment terminates, then the option holder will have a limited period of time to exercise the Stock Option before it terminates. The applicable Stock Option agreement will set forth the period during which the option holder may exercise the Stock Option after the termination of the employment or service.

(viii) Amount (per Share) Capitalized on share capital if the Shares are Issued upon the Exercise of the Stock Option

\$85.46 (Approx. ¥12,383)  
This price is a weighted average.

(ix) Conditions of Transfer of the Stock Options

Stock Options cannot be assigned or transferred, except by the provisions of an Option holder's will or the laws of inheritance following his/her death.

(x) Number and Breakdown of Counterparties for Issuance:

377 employees of Edwards Lifesciences Japan LLC

(xi) Relationship between such Subsidiaries and Filing Party if Counterparties are Directors, etc., of Subsidiaries of Filing Party

Edwards Lifesciences Japan LLC A subsidiary of the Company

(xii) Details of Agreement between Counterparties and Filing Party

It will be in accordance with the provisions set forth in the Employee Program.