

LEAR CORPORATION

IMPROPER CONDUCT COMPENSATION RECOUPMENT POLICY

1. **Purpose.** The purpose of the Improper Conduct Compensation Recoupment Policy (the “*Improper Conduct Recoupment Policy*” or “*Policy*” (as applicable)) is to set forth the circumstances in which Lear Corporation and its subsidiaries or affiliates, as applicable (collectively, the “*Company*”) will recover up to the amount of Compensation (as defined below) received by a current or former Covered Recipient (as defined below) three years preceding the date that the Company determines that a Covered Recipient has engaged in Improper Conduct (as defined below).
2. **Definitions.** For purposes of this Policy, the following terms have the definitions set forth below:
 - A. “*Board*” shall mean the Board of Directors of the Company.
 - B. “*Committee*” shall mean the People and Compensation Committee of the Board.
 - C. “*Compensation*” shall mean all (i) incentive-based cash and equity awards, rights, or payments (including, without limitation, those subject to time-based, market-based and performance-based conditions), (ii) the cash proceeds received by a Covered Recipient following the sale of shares of the Company where such shares are related to incentive-based equity awards or rights (including, without limitation, those subject to time-based, market-based and performance-based conditions), (iii) severance and termination related benefits, and (iv) any payments that are designated by the Committee as Compensation for purposes of this Policy. For purposes of clarity, Compensation does not include salary, commissions, accrued retirement benefits or other legal entitlements under the Employee Retirement Income Security Act of 1974, as amended.
 - D. “*Covered Recipient*” shall mean any current or former “Participant” in the 2019 Long-Term Stock Incentive Plan, as amended (the “*LTSIP*”), as that term is defined in the LTSIP.
 - E. “*Determination Date*” shall mean the date on which the Committee determined that the Covered Recipient engaged in the Improper Conduct in such manner as determined by the Committee in its sole discretion.
 - F. “*Effective Date*” shall mean October 2, 2023.
 - G. “*Improper Conduct*” shall mean any conduct, act, or omission that, in the sole discretion of the Committee, causes (or has the potential to cause) material financial, operational or reputational harm to the Company or material disruption, damage, impairment or interference with the business of the Company and that relates to: (a) the commission of an act of fraud, misappropriation, bribery, or embezzlement in the course of employment, (b) the commission of a criminal act, whether or not in the workplace, that in the Committee’s sole discretion, constitutes a felony or crime of comparable magnitude, or a violation of the Foreign Corrupt Practices Act of 1977, as amended, (c) the breach of a Covered Recipient’s obligations under the Company’s Code of Business Conduct &

Ethics relating to compliance with law or regulation, (d) the breach of any restrictive covenants under any agreements with the Company, such as an employment agreement, (e) the breach of a Covered Recipient's obligations under the Company's Equal Employment Opportunity Policy, Harassment-Free Workplace Policy, Romantic Relations Policy, Global Anti-Bribery & Anti-Corruption Policy, or Global Anti-Retaliation Policy, as amended from time to time, and (f) any behavior by a Covered Recipient that creates a hostile work environment based on sex, race, age, or other legally protected status or a failure by the Covered Recipient to manage or monitor relevant conduct or risks creating such a hostile work environment.

3. **Application.** This Policy shall apply to all Compensation received by a Covered Recipient after the Effective Date. Compensation received prior to the Effective Date is not subject to this Policy, but remains subject to the Company's ability to recover amounts pursuant to all legal or equitable remedies available under applicable state, federal and/or foreign law. Notwithstanding anything to the contrary, this Policy shall cease to apply effective as of the date of a "Change in Control" of the Company (as that term is defined in the LTSIP).
4. **Recovery of Compensation due to Improper Conduct.** In the event that the Committee determines that a Covered Recipient has engaged in Improper Conduct, the Company may recover from such Covered Recipient up to any Compensation received by the Covered Recipient during the three-year period preceding the Determination Date, less the amount, if any, paid by the Covered Employee to purchase any "Shares" (as that term is defined in the LTSIP).
5. **Reporting and Disclosure.** The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the Federal securities laws, including the disclosure required by the applicable SEC filings.
6. **Administration.** The Committee shall have sole discretion in making all determinations under this Policy and may take into account any considerations it deems appropriate. Any determinations of the Committee shall be binding on the Covered Recipient.
7. **Indemnification Prohibition.** The Company will not indemnify any Covered Recipient against the loss of Compensation due to the enforcement of this Policy.
8. **Amendment.** The Committee may modify or amend, in whole or in part, any or all of the provisions of this Policy and may suspend this Policy from time to time, provided that any such modification or amendment shall have prospective effect only unless otherwise mandated by applicable law.
9. **Acknowledgement.** Each Covered Recipient shall acknowledge and confirm that they have received and reviewed a copy of this Policy.
10. **Savings Clause.** To the extent that any of the provisions of this Policy are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such provision shall be deleted, and the balance of this Policy shall not be affected.
11. **Interaction with Current Compensation Arrangements.** While in effect, this Policy overrides any contrary provisions of any compensation plans or arrangements that the Company adopted or

implemented prior to the effective date hereof and any such plans or arrangements subsequently adopted or implemented, as well as any contrary provisions in any award agreements under such plans or arrangements.

- 12. Other Recoupment Rights.** This Policy is not intended to limit the Company’s ability to pursue other means to recover damages resulting from wrongdoing. The Company retains all rights it may have under applicable law. Further, for purposes of clarity, this Policy does not override or in any way impact the Company’s administration and enforcement of the Lear Corporation Incentive Based Compensation Recoupment Policy (the “**Rule 10D-1 Policy**”) in connection with recovery of erroneously awarded “incentive based compensation” (as defined under the Rule 10D-1 Policy) received by a current or former “executive officer” (as defined under the Rule 10D-1 Policy) in the event that the Company is required to prepare an “accounting restatement” (as defined under the Rule 10D-1 Policy).
- 13. Recovery Exceptions.** The Company may recover Compensation received by the Covered Recipient during the period preceding the date on which the Committee determined that the Covered Recipient engaged in the Improper Conduct in accordance with this Policy, except to the extent that any of the following conditions are met and/or the Committee has determined that recovery would be impracticable:

 - A.** the direct expense reasonably expected to be paid to a third party to assist in enforcing this policy would exceed the amount to be recovered; or
 - B.** the Committee determines in its sole discretion that recovery would violate the local law applicable to the Covered Recipient where such law was adopted prior to the Effective Date.

Approved and Adopted: September 20, 2023