

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023.

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____.

Commission file number: 1-11311



(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

13-3386776
(I.R.S. Employer
Identification No.)

21557 Telegraph Road, Southfield, MI 48033

(Address of principal executive offices)

(248) 447-1500

(Registrant's telephone number including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	LEA	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>	Emerging growth company	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of July 1, 2023, the aggregate market value of the registrant's common stock, par value \$0.01 per share, held by non-affiliates of the registrant was \$8,417,302,017. The closing price of the common stock on July 1, 2023, as reported on the New York Stock Exchange, was \$143.55 per share.

As of February 5, 2024, the number of shares outstanding of the registrant's common stock was 57,033,998 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Certain sections of the registrant's Notice of Annual Meeting of Stockholders and Definitive Proxy Statement on Schedule 14A for its Annual Meeting of Stockholders to be held in May 2024, as described in the Cross Reference Sheet and Table of Contents included herewith, are incorporated by reference into Part III of this Report.

LEAR CORPORATION AND SUBSIDIARIES

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- (1) Certain information is incorporated by reference, as indicated below, to the registrant's Definitive Proxy Statement on Schedule 14A for its Annual Meeting of Stockholders to be held in May 2024 (the "Proxy Statement").
 - (2) A portion of the information required is incorporated by reference to the Proxy Statement sections entitled "Election of Directors" and "Directors and Corporate Governance."
 - (3) Incorporated by reference to the Proxy Statement sections entitled "Directors and Corporate Governance — Director Compensation," "Compensation Discussion and Analysis," "Executive Compensation," "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report."
 - (4) A portion of the information required is incorporated by reference to the Proxy Statement section entitled "Directors and Corporate Governance — Security Ownership of Certain Beneficial Owners, Directors and Management."
 - (5) Incorporated by reference to the Proxy Statement sections entitled "Certain Relationships and Related Party Transactions" and "Directors and Corporate Governance — Independence of Directors."
 - (6) Incorporated by reference to the Proxy Statement section entitled "Fees of Independent Accountants."
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PART I

ITEM 1 – BUSINESS

In this Annual Report on Form 10-K (this "Report"), when we use the terms the "Company," "Lear," "we," "us" and "our," unless otherwise indicated or the context otherwise requires, we are referring to Lear Corporation and its consolidated subsidiaries. A substantial portion of the Company's operations are conducted through subsidiaries controlled by Lear Corporation. The Company is also a party to various joint venture arrangements. Certain disclosures included in this Report constitute forward-looking statements that are subject to risks and uncertainties. See Item 1A, "Risk Factors," and Part II — Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Forward-Looking Statements."

BUSINESS OF THE COMPANY

General

Lear Corporation is a global automotive technology leader in Seating and E-Systems, enabling superior in-vehicle experiences for consumers around the world. We supply complete seat systems, key seat components, complete electrical distribution and connection systems, high-voltage power distribution products, including battery disconnect units ("BDUs"), low-voltage power distribution products, electronic controllers and other electronic products to all of the world's major automotive manufacturers. At Lear, we are *Making every drive better™* by providing technology for safer, smarter and more comfortable journeys, while adhering to our values — *Be Inclusive. Be Inventive. Get Results the Right Way.*

We have 265 manufacturing, engineering and administrative locations in 38 countries. We continue to grow our business in every major automotive producing region of the world, both organically and through complementary acquisitions. We continue to restructure our manufacturing footprint to optimize our cost structure with 68% of our manufacturing facilities and 86% of our employees located in low-cost countries.

Lear is built on a foundation and strong culture of innovation, operational excellence, and engineering and program management capabilities. We use our product, design and technological expertise, as well as our global reach and competitive manufacturing footprint, to achieve the following financial goals and objectives:

- Continue to deliver profitable growth, balancing risks and returns;
- Invest in innovation to drive business growth and profitability;
- Maintain a strong balance sheet with investment grade credit metrics; and
- Consistently return capital to our stockholders.

Our business is organized under two reporting segments: Seating and E-Systems. Each of these segments has a varied product and technology portfolio across a number of component categories. Further, we continuously evaluate this portfolio, aligning it with industry trends while balancing risk-adjusted returns, which allows us to offer value-added solutions to our customers.

- **Seating** — Our Seating segment consists of the design, development, engineering and manufacture of complete seat systems and key seat components. Our capabilities in operations and supply chain management enable synchronized assembly and just-in-time delivery of complex complete seat systems at high volumes to our customers.

As the most vertically integrated global seat supplier, our key seat component product offerings include seat trim covers; surface materials such as leather and fabric; seat mechanisms; seat foam; thermal comfort systems such as seat heating, ventilation, active cooling, pneumatic lumbar and massage products; and headrests. All of these products are compatible with traditional internal combustion engine ("ICE") architectures and electrified powertrains, including the full range of hybrid, plug-in hybrid and battery electric architectures. Our thermal comfort systems are facilitated by our seat system, component and integration capabilities, together with our competencies in electronics, sensors, software and algorithms.

- **E-Systems** — Our E-Systems segment consists of the design, development, engineering and manufacture of complete electrical distribution and connection systems; high-voltage power distribution products, including BDUs; and low-voltage power distribution products, electronic controllers and other electronic products. These capabilities enable us to provide our customers with customizable solutions with optimized designs at competitive costs for both low-voltage and high-voltage vehicle architectures.

Electrical distribution and connection systems utilize low-voltage and high-voltage wire, high-speed data cables and flat wiring to connect networks and electrical signals and manage electrical power within the vehicle for all types of powertrains – from traditional ICE architectures to the full range of electrified powertrains that require management of higher voltage and power. Key components of our electrical distribution and connection systems portfolio include wire harnesses, terminals and connectors, high-voltage battery connection systems and engineered components. High-voltage

battery connection systems include intercell connect boards, bus bars and main battery connection systems. High-voltage power distribution products control the flow and distribution of high-voltage power throughout electrified vehicles and include BDUs which control all electrical energy flowing into and out of high-voltage batteries in electrified vehicles. Low-voltage power distribution products, electronic controllers and other electronic products facilitate signal, data and/or power management within the vehicle and include the associated software required to facilitate these functions. Key components of our other electronic products portfolio include zone control modules, body domain control modules and low-voltage and high-voltage power distribution modules. Our software offerings include embedded control, cybersecurity software and software to control hardware devices. Our customers traditionally have sourced our electronic hardware together with the software that we embed in it.

We serve all of the world's major automotive manufacturers through both our Seating and E-Systems businesses, and we have automotive content on more than 475 vehicle nameplates worldwide. It is common for us to have both seating and electrical and/or electronic content on the same vehicle platform.

Our businesses benefit globally from leveraging common operating standards and disciplines, including world-class product development and manufacturing processes, as well as common customer support and regional infrastructures, all of which contribute to our reputation for operational excellence. Our core capabilities are shared across component categories and include high-precision manufacturing and assembly with short lead times, complex, global supply chain management, global engineering and program management, the agility to establish and/or transfer production between facilities quickly, and a unique, customer-focused culture. In select instances, we are able to manufacture both Seating and E-Systems components in the same facility. Our businesses also utilize proprietary, industry-specific processes and standards, leverage common low-cost engineering centers and share centralized operating support functions. These functions include health and safety, logistics, quality, supply chain management and all major administrative functions, such as corporate finance, executive administration, human resources, information technology and legal. We continue to build on our reputation for operational excellence through investment in Industry 4.0 technologies. Industry 4.0 refers to the current era of digital transformation in manufacturing. It involves the integration of new technologies, such as Industrial Internet of Things (IIoT), cloud computing, artificial intelligence (AI), machine learning and advanced automation, into production facilities and business operations. These technologies enable smart and automated machines and smart factories to communicate, analyze and optimize processes and products, resulting in higher efficiency, quality and responsiveness to customers.

Available Information on our Website

Our website address is <http://www.lear.com>. We make available on our website, free of charge, the periodic reports that we file with or furnish to the Securities and Exchange Commission ("SEC"), as well as all amendments to these reports, as soon as reasonably practicable after such reports are filed with or furnished to the SEC. We also make available on our website or in printed form upon request, free of charge, our Corporate Governance Guidelines, Code of Business Conduct and Ethics, charters for the standing committees of our Board of Directors (the "Board") and other information related to the Company. We are not including the information contained on our website as part of, or incorporating it by reference into, this Report.

The SEC maintains an internet site (<http://www.sec.gov>) that contains reports, proxy and information statements and other information related to issuers that file electronically with the SEC.

History

Lear was founded in Detroit in 1917 as American Metal Products, a manufacturer of seating assemblies and other components for the automotive and aircraft industries, and was incorporated in Delaware in 1987. Through a management-led buyout in 1988, Lear Corporation established itself as a privately held seat assembly operation for the North American automobile market with annual sales of approximately \$900 million. We completed an initial public offering in 1994 and developed into a global supplier through organic growth and a series of acquisitions.

In May 1999, we acquired UT Automotive, Inc. ("UT Automotive") from United Technologies Corporation. UT Automotive was a leading supplier of automotive electrical distribution systems. The acquisition of UT Automotive represented our entry into automotive electrical and electronic systems and formed the basis for our current E-Systems segment.

We have subsequently augmented our organic growth plans with selective acquisitions and investments to expand our component capabilities and global footprint, as well as our Industry 4.0 technologies and automation capabilities, including the following:

- In May 2012, we acquired Guilford Mills, a leading supplier of automotive seat and interior fabric, for approximately \$243 million.
- In January 2015, we acquired Everett Smith Group, Ltd., the parent company of Eagle Ottawa, LLC ("Eagle Ottawa"), the world's leading provider of leather for the automotive industry, for approximately \$844 million.

- In April 2017, we acquired Grupo Antolin's automotive seating business for approximately \$292 million.
- In March 2021, we acquired M&N Plastics, an injection molding specialist and manufacturer of engineered plastic components for automotive electrical distribution applications. This acquisition enabled the significant expansion of our footprint and capabilities with respect to engineered components and enhanced our vertical integration capabilities in connection systems.
- In February 2022, we acquired substantially all of Kongsberg Automotive's Interior Comfort Systems business unit ("Kongsberg ICS") for approximately \$188 million. Kongsberg ICS specializes in thermal comfort systems, including seat massage, lumbar, heat and ventilation products. This acquisition enhances our seat component capabilities by adding specialized thermal comfort seating solutions and further differentiates our product offerings by improving the seat system's performance and packaging.
- In May 2022, we acquired Romanian-based Thagora Technology SRL ("Thagora") to access scalable smart-manufacturing technology. Thagora's proprietary solutions complement our sustainable manufacturing processes by improving the production yield of our Seating segment's surface materials operations and lowering energy usage during production. In addition, Thagora's Industry 4.0 technologies bring significant advances to our manufacturing operations through engineering and logistics enhancements, including improved material traceability and facility footprint utilization capabilities.
- In November 2022, we acquired InTouch Automation ("InTouch"), a supplier of Industry 4.0 technologies and complex automated testing equipment critical in the production of automotive seats. InTouch's product portfolio is aligned with our Industry 4.0 strategy to implement technologies designed to automate the testing and validation of seat components and complete seats.
- In April 2023, we completed the acquisition of I.G. Bauerhin ("IGB"), a privately held supplier of automotive seat heating, ventilation and active cooling, steering wheel heating, seat sensors and electronic control modules, headquartered in Grundau-Rothenbergen, Germany, for approximately \$175 million. The acquisition furthers our comprehensive strategy to develop and integrate a complete portfolio of thermal comfort systems for automotive seating. IGB provides active cooling, as well as additional scale to our seat heating and ventilation capabilities and complements the lumbar and massage capabilities obtained with our acquisition of Kongsberg ICS.

Industry

We supply all vehicle segments of the automotive light vehicle original equipment market in every major automotive producing region in the world. Our sales are driven by the number of vehicles produced by the automotive manufacturers, which is ultimately dependent on consumer demand for automotive vehicles and the availability of raw materials and components, and our content per vehicle. In 2020, the automotive industry experienced a significant decline in global production volumes as a result of the COVID-19 pandemic. In 2022, industry production recovered modestly, increasing 8% compared to 2021. In 2023, industry production increased 9% compared to 2022. This reflects a return to 2019 pre-pandemic production levels but remains 5% below 2017 peak levels. Since 2020, the global economy, as well as the automotive industry, have been influenced directly and indirectly by macroeconomic events resulting in unfavorable conditions, including shortages of semiconductor chips and other components, elevated inflation levels on commodities and labor, higher interest rates, and labor and energy shortages in certain markets. Beginning in the third quarter of 2023 and continuing into the fourth quarter of 2023, the automotive industry was impacted by labor strikes and related disruptions at certain facilities in the United States. Certain of these factors, among others, continue to impact consumer demand, as well as the ability of automotive manufacturers to produce vehicles to meet demand. Our strategy to mitigate these impacts encompasses our comprehensive cost management process, including cost technology optimization, actions to further align our manufacturing capacity to the current industry production environment and investments in Industry 4.0 technologies. This will allow us to enhance operational efficiencies, improve the utilization of existing facilities and equipment to reduce future expenditures, and streamline and automate administrative functions. For a description of risks related to macroeconomic events, see Item 1A, "Risk Factors."

Details on light vehicle production volumes in certain key regions for 2023 and 2022 are provided below. Our actual results are impacted by the specific volume mix of products within each market, as well as other factors described in Item 1A, "Risk Factors."

(In thousands of units)	2023 ⁽¹⁾	2022 ⁽¹⁾⁽²⁾	% Change
North America	15,647.8	14,296.2	9%
Europe and Africa	18,259.5	16,218.7	13%
Asia	50,147.8	46,049.2	9%
South America	2,817.9	2,716.5	4%
Other	1,746.2	1,769.1	(1%)
Total	88,619.2	81,049.7	9%

⁽¹⁾ Production data based on S&P Global Mobility.

⁽²⁾ Production data for 2022 has been updated from our 2022 Annual Report on Form 10-K to reflect actual production levels.

Details on our sales in certain key regions for 2023 and 2022 are provided below:

(In millions)	2023	2022	% Change
North America	\$ 9,503.4	\$ 8,910.7	7%
Europe and Africa	8,612.6	6,946.0	24%
Asia	4,445.0	4,183.2	6%
South America	905.9	851.6	6%
Total	\$ 23,466.9	\$ 20,891.5	12%
China (consolidated)	\$ 3,044.9	\$ 2,976.1	2%
China (non-consolidated)	1,867.4	1,750.0	7%

The automotive industry, and our business, continue to be shaped by the broad trend of electrification, which is likely to be at the forefront of the industry for the foreseeable future. Demand for, and regulatory developments related to, improved energy efficiency and sustainability (e.g., government mandates related to fuel economy and carbon emissions) are significant drivers of this trend.

In 2024, the battery electric vehicle market is expected to represent 15% of global light vehicle production (based on January 2024 S&P Global Mobility projections), as compared to 12% in 2023 and 10% in 2022. Battery electric vehicle production increased to 10.2 million units in 2023 from 8.1 million units in 2022, primarily driven by growth in China. Increasing demand for electrified vehicles is driven by numerous product offerings from both traditional and non-traditional automotive manufacturers, government requirements and incentives, automotive manufacturers' internal targets and a growing segment of end consumers who are seeking alternatives to vehicles with traditional ICE architectures. Meeting this demand requires further use of electronically controlled and assisted powertrains and related components to improve fuel efficiency; the adoption of alternative energy powertrains, such as 48-volt mild hybrid, full hybrid, plug-in hybrid and pure battery electric powertrains that facilitate electrification of the vehicle; and the use of lighter weight materials throughout the vehicle.

Our business is also influenced by vehicle segment trends that continue to experience a shift in consumer preference toward crossover and sport utility vehicles. This trend positively impacts our business as content per vehicle on such vehicles, especially within our Seating business, can be significantly higher. Crossover and sport utility vehicle production has grown to approximately 46% of total vehicle production in 2023, up from 33% five years ago.

Strategy

Through our products, technology and strategic initiatives, we are well positioned to capitalize on business growth opportunities. We are focused on profitably growing our businesses and have implemented a strategy designed to deliver industry-leading, long-term financial returns. This strategy is based on the following four pillars designed to drive growth and profitability in both of our business segments:

- Extend our market leadership position in Seating with priceable features;
- Transform our E-Systems business through accelerated growth in connection systems, vehicle architecture evolution and electrification, and the rationalization of our product portfolio to improve profitability;
- Build on our reputation for operational excellence through investment in Industry 4.0 technologies; and

- Prioritize people and the planet through our sustainability initiatives to drive business growth, cost reductions and improved employee retention.

In our Seating business, key attributes of the seat design are evolving as the market continues to pivot toward electrified vehicles, providing us with an opportunity to offer value added solutions to our customers through our products and to use our leading market position to capture additional market share. Our products include seat heating, ventilation, active cooling, pneumatic lumbar and massage products through INTU™ Thermal Comfort, the latest addition to our Intelligent Seating (INTU™ Seating) offerings, and seat reconfigurability through Configurable Seating Architecture (ConfigurE+™). In thermal comfort systems, we are integrating our existing capabilities with those realized through our acquisitions of Kongsberg ICS and IGB. Further, we are enhancing product design through the integration of multiple thermal comfort features into a module which offers fewer parts, reduced complexity, improved packaging and significant performance improvements. Finally, we have leveraged our complete seat system and component expertise and capabilities to develop a complete thermal comfort solution that combines this thermal comfort module with FlexAir™, our 100% recyclable non-foam alternative, and the seat trim cover. Our newly designed thermal comfort seat system can reduce sub-components by 50% and increase airflow directly to the occupant by 40%, as compared to currently available designs. Our design enables heating and ventilation of the occupant rather than the entire cabin, which can improve energy efficiency, resulting in improved battery range for electric vehicles. With our thermal comfort systems expertise, we are poised to capitalize on the market trends in electric vehicles, second and third row comfort, and ride sharing, while also providing greater design, cost, production and energy efficiency for our customers.

In our E-Systems business, our broad capabilities in electrical distribution and connection systems; high-voltage power distribution products, including BDUs; and low-voltage power distribution products, electronic controllers and other electronic products support the trend toward electrification, as well as the evolution toward zone-based vehicle electrical architectures for both ICE and electrified powertrains. We are investing in and expanding our electrical distribution and connection systems business. This business is benefiting from expanded content per vehicle in line with higher circuit counts supporting high-speed data movement within the vehicle, as well as high-voltage wire harnesses and high-voltage battery components such as intercell connect boards on electrified powertrains. In addition, we have enhanced our vertical integration capabilities in connection systems through the acquisition of M&N Plastics. Our high-voltage power distribution business, including our BDU business, and our low-voltage power distribution business are benefiting from the increased adoption of electrified powertrains and the expansion of longer range, larger format (trucks and SUVs) and higher performance electrified vehicles, where we provide market-leading solutions. Differentiation through higher power management capacity, lighter weight solutions, and optimized and vertically integrated manufacturing solutions provide us with a competitive advantage in the electrification market. Our electronic controllers and other electronic products business is benefiting from the adoption of new vehicle electrical architectures with more integrated power management and control, which is aligned with our strong history of providing highly complex and integrated electronics to our customers. We have rationalized our electronics product portfolio to align with this trend, focusing future investments on those products where we believe that we have a competitive advantage and we can achieve industry-leading financial returns. Further, we are de-emphasizing and exiting those product lines where we do not see a path to sustainable risk-adjusted financial returns.

We are building on our reputation for operational excellence within the automotive industry with the establishment of our *Lear Forward Plan*, which will enhance operational efficiencies across our business, and our investments in Industry 4.0 technologies, including the 2022 acquisitions of Thagora and InTouch. Our acquisition of Thagora provides us with scalable smart-manufacturing technology that improves the production yield of our Seating segment's surface materials operations and lowers energy usage during production. Our acquisition of InTouch provides us with complex testing equipment that automates the testing and validation of seat components and complete seats.

We continue to embed responsible and sustainable principles into our key business processes and operations. We have developed products such as FlexAir™, ReNewKnit™, a sustainable sueded alternative material that is fully recyclable at its end of life and composed of 100% recycled plastic bottles, and SoyFoam™, a substitute for certain petroleum-based products. We also have improved energy efficiency in our operations and established climate goals to reduce carbon emissions and increase the use of renewable energy.

Seating Segment

Lear is a recognized global leader in complete seat systems. Based on independent market studies and management estimates, we believe that we hold the #2 position in complete seat systems globally on the basis of revenue with strong positions in all major markets and a 25% global market share in 2023. We are also a recognized leader in key individual seat components produced for complete seat systems.

Our Seating segment consists of the design, development, engineering, assembly and just-in-time delivery of complete seat systems, as well as all major seat components, including seat trim covers; surface materials such as leather and fabric; seat mechanisms; seat foam; thermal comfort systems such as seat heating, ventilation, active cooling, pneumatic lumbar and massage products; and headrests. Our extensive system-level knowledge and component-level capabilities, including internal

development of sensor and control algorithms, have provided a strong foundation for innovation and commercialization of thermal comfort systems and convenience features. We believe that with our comprehensive set of component offerings, we are a leader in the global market. Overall, our global manufacturing and engineering expertise, low-cost footprint, complete component capabilities, quality leadership and strong customer relationships provide us with a catalyst for both organic and inorganic growth opportunities to enable us to reach our mid-term target global market share of 29% in complete automotive seat systems.

We produce seat systems that are fully assembled and ready for installation in light vehicles globally. Seat systems are generally designed and engineered for specific vehicle models or platforms. We develop seat systems and components for all vehicle segments from compact cars to pick-up trucks and full-size sport utility vehicles. We are the world leader in luxury and performance automotive seating, providing craftsmanship, elegance in design, use of innovative materials and industry-leading technology required by premium brands and vehicles, including those produced by Alfa Romeo, Aston Martin, Audi, BMW, Cadillac, Chevrolet, Ferrari, GMC, Jaguar, Lamborghini, Land Rover, Lincoln, Maserati, Mercedes-Benz, NIO, Polestar, Porsche and Volvo.

We are executing on our strategy to extend our leadership position in the market through unique product offerings and selective vertical integration. Our acquisition of Kongsberg ICS provided us with capabilities in seat massage, lumbar, heating and ventilation. Our acquisition of IGB provided us with capabilities in seat heating, ventilation and active cooling, steering wheel heating, seat sensors and electronic control modules. ConfigurE+ is a wireless powered rail system that allows for easy repositioning of seats within vehicles. Further, selective vertical integration of key seat components is enhancing growth and increasing profitability, as well as improving quality. In this regard, we have developed standardized seat mechanisms that can be used across multiple vehicle programs to minimize investment costs. Our seat mechanisms are developed and manufactured in key locations to supply every major automotive producing region in the world. We believe that our precision-engineered seat mechanism expertise and low-cost manufacturing footprint provide us with a competitive advantage.

Our seat cover operations have continued to expand in low-cost markets, including precision cutting, assembly, sewing and lamination. Our acquisition of Eagle Ottawa provided us an industry-leading market share in automotive leather globally. Our capabilities in leather design, development and manufacturing allow us to deliver the most luxurious, durable and performance-tested leathers to our customers. Our acquisition of Guilford Mills provided us with Guilford Performance Textiles, a line of automotive seat and interior fabrics. On a global basis, we can provide a full range of seat cover capabilities, including design and surface coating solutions, as well as unique leather and fabric applications. We believe that the combination of these capabilities in seat surface materials differentiates us and provides us with a competitive advantage facilitating our leadership position in the industry.

We are committed to reducing the environmental footprint of our products, operations and supply chain as a means to drive business growth and reduce costs. We are working to improve the sustainability of our operations through identification and reduction of generated waste, reuse of materials whenever possible and recycling. Our sustainability efforts leverage available technology to replace certain petroleum-based products with more sustainable alternatives, such as SoyFoam™ and, more recently, FlexAir™, our 100% recyclable non-foam alternative that is anticipated to reduce both CO2 emissions and mass as compared to traditional foam offerings, as well as improve breathability, resulting in better performance. In addition, we have focused development efforts on commercializing a range of fabrics that contain recycled, renewable or recyclable yarns that reduce our environmental impact. These fabrics include our ReNewKnit™ sustainable sueded alternative material, which is a first-to-market automotive textile that is fully recyclable at its end of life and composed of 100% recycled plastic bottles. ReNewKnit™ fibers are spun from polyester yarn and finished with a foam-free recycled fleece backing.

Thermal Comfort Systems

Our thermal comfort systems consist largely of seat heating, ventilation, active cooling, pneumatic lumbar and massage products, together with other thermal products such as panel and steering wheel heating. Our thermal comfort systems strategy consists of three phases: business integration, component modularity and delivery of the most efficient and feature-packed seat in the industry. Over the past decade, we have dedicated significant engineering resources to designing, developing and advancing the future of thermal comfort systems. Our recent acquisitions of Kongsberg ICS and IGB further expanded our unique capabilities with experienced engineering and manufacturing leaders to accelerate the execution of our thermal comfort systems strategy and provide purchasing, logistics, administrative and footprint synergies to improve our cost competitiveness. Through component modularity efforts, we are innovating and enhancing product design by combining multiple functions that were previously provided across multiple components into modular solutions. Traditionally, heating, ventilation, lumbar and massage products have been designed as independent systems in a multi-layered model. We have designed a single module that combines these thermal comfort features and uses fewer parts. This module provides a more efficient system, reduces complexity, improves packaging size and delivers significant performance improvements. Finally, we have leveraged all of our complete seat systems and seat component expertise and capabilities to develop a complete thermal comfort system that combines our thermal comfort module, FlexAir™ and the seat trim cover. This revolutionary design further reduces part

complexity, mass and package size (allowing for easier adoption in second and third rows) and significantly improves the final seat assembly process while providing a more efficient system with improved performance (including reduced time to sensation) and enhanced comfort for the occupant. In addition, our complete thermal comfort module can be supplied to any seat supplier and is compatible with any seat structure with traditional foam or FlexAir™. We believe that we are the only supplier with the complete capabilities necessary to realize these modular concepts, providing a unique value proposition to our customers.

Advanced Seating Craftsmanship and Innovation

We believe that our broad capabilities, including advanced design and material integration skills, provide us with a competitive advantage. Our team of experts at our Center for Craftsmanship in Southfield, Michigan has developed a portfolio of technologies that deliver sustainable products, differentiated design, craftsmanship and comfort. Through this dedicated studio, we are leveraging our unique position to be an industry leader in design and facilitating customer interactions with designers and engineers working collaboratively to create innovative solutions early in the design process. The breadth of our portfolio and depth of our design expertise allows us to better integrate all seat components and bring innovative designs into production with the highest level of craftsmanship, providing differentiated design comfort, quality and overall value to the end consumer. We believe that our unmatched component capabilities, design expertise, global manufacturing presence, and portfolio of enabling and sustainable technologies provide a unique value proposition to our customers and will drive market share gains for our business.

We believe that we are the only fully integrated seat supplier with global capabilities in critical seat components, together with software design, integration and manufacturing expertise. To maintain our competitive advantage, we continue to drive advanced seating innovations through a combination of comprehensive product capabilities aligned with industry trends and early customer engagement. The result is a broad portfolio of innovative, sustainable solutions enabling our intelligent seating offerings for consumers.

Intelligent Seating (INTU™ Seating)

The seat offers a direct connection between the driver, passengers and vehicle systems. Our development of INTU™ technologies provides the driver and passengers with intelligent, intuitive seat system options that offer advanced comfort solutions, including thermal products, as well as configurable seating product technologies. Our extensive knowledge in consumer ergonomics and comfort, in combination with our electronics capabilities, facilitated the development of our INTU™ seat features, which are capable of being programmed to identify certain key occupant inputs and automatically adjust the appropriate seat parameters to provide consumers with a better, highly personalized, in-vehicle experience.

Our INTU™ Comfort features were developed to improve comfort throughout long drives. Derived from our research, INTU™ Comfort deploys proprietary technology and in-house developed analytical processes to identify the optimal seat position for the occupant given certain conditions. For example, on extended trips, the lumbar support is continuously adjusted for optimal comfort, and seat bolsters automatically adjust during sharp curves to provide the driver with optimal support. We have developed and designed efficiencies into individual seat components and full system integration to outperform existing systems. Continued advancements in INTU™ Thermal Comfort are targeted to optimize the overall thermal performance of the vehicle interior, which may reduce energy consumption for vehicles with ICE architectures, as well as those with electrified powertrains.

Configurable Seating Architecture (ConfigurE+™)

Through our ConfigurE+™ configurable seating architecture, we are able to provide flexible seat positioning while offering consumers advanced seat features and functions. Winner of an Automotive News PACE Award in 2019, ConfigurE+™ with its configurable powered rail system enables selective seat positioning and seat removal for virtually limitless configurations while maintaining the functionality of the seat's electronic features. By providing power without a wire harness, seats can be easily removed for cargo management, and vehicle cabins can be quickly customized, providing flexibility for personal, autonomous, ride-share and public transportation needs. Further, the potential market for ConfigurE+™ includes commercial trucks as well as light vehicles.

Other Core Capabilities

With capabilities unmatched by any seat supplier in the industry, we consistently produce world-class seat systems to meet or exceed the expectations of every type of driver and passenger. Our designs incorporate intelligent features, and our patented modular sub-assemblies with embedded technologies have the potential to transform the seating market.

We maintain state-of-the-art testing, instrumentation and data analysis capabilities. We have in-house, industry-leading seat validation test centers featuring crash worthiness, durability and full acoustic and sound quality testing capabilities. Together

with computer-controlled data acquisition and analysis capabilities, these centers provide precisely controlled laboratory conditions for sophisticated testing of parts, materials and systems. In addition, we incorporate many convenience, comfort and safety features into our designs, including advanced whiplash prevention concepts, integrated restraint seat systems and side impact airbags. We also invest in our computer-aided engineering design and computer-aided manufacturing systems to facilitate a more efficient design process.

We have developed products and materials to improve comfort and ease of adjustment, promote customization and styling flexibility, increase durability and reliability, enhance safety, expand the usage of environmentally friendly materials and reduce cost and weight.

Our core capabilities extend into key seat components as well, including:

- **Leather and Fabric** – We deliver the most luxurious, durable and performance-tested leathers to more automotive brands globally than any other automotive leather supplier, while promoting sustainable and responsible sourcing practices. Our premium leathers are designed for seamless integration with our industry-leading secondary operations, exceeding customer expectations for quality and service. Our Eagle Ottawa premium leather group has developed and launched, in both Europe and North America, a new technology that allows for the creation of highly customizable designs with new levels of definition and pillowing, improving the comfort and style of the seat while enabling the necessary air flow for ventilated seats. Additionally, our proprietary anti-soiling performance leather finishing technology, Ansolé™, improves durability and protects against staining and fading.

With respect to fabrics, we have focused development efforts on commercializing a range of fabrics that contain recycled, renewable or recyclable yarns that reduce our environmental impact. These fabrics include our ReNewKnit™ sustainable sueded alternative material that is fully recyclable at its end of life and composed of 100% recycled plastic bottles, which is scheduled to launch with a global automotive manufacturer in 2024. Our branded TeXstyle™ surface material coatings and treatment technologies enhance cleanability by releasing and repelling stains; prevent the growth of bacteria and mildew through the addition of antimicrobial treatments, including silver ion technologies; protect fabric against water and oil-based stains; minimize soiling of light colors; and are anti-static and anti-dusting.

- **Seat Mechanisms** – We supply world-class front and rear seat systems, recliners, tracks, latches and other products in a scalable modular family. Our seat architectures are a core component of our industry-leading vertical integration capabilities around the world. Smaller, low-weight and low-noise materials deliver high performance, safety and functionality.

Our high-speed smart fold technology is a folding adjustment mechanism that delivers premium convenience while maintaining leading safety and comfort benefits. Our mini recliners and micro adjust tracks are seat mechanisms that provide precision movement and facilitate interior packaging space flexibility. Our ECO Structures utilize an innovative hub and spoke concept offering economic solutions for developing markets.

- **Zero Gravity Seat** – Zero gravity seats (i.e., seats designed to replicate the sensation of weightlessness) have become increasingly more important in the local China market as they provide an enhanced comfort experience for the second row occupants. We have developed a zero gravity seat for second row occupants that includes a 65 degree recline, a raising calf rest for lower leg support, an adaptive arm rest and occupant body pressure distribution, together with various comfort features, including integrated pneumatic neck support and heated back massage. Production for our first award is expected to launch in 2024.
- **Foam and Comfort** – Our highly engineered low-profile foam, low-emission foam and our first-to-market, U.S.-sourced SoyFoam™ are breakthrough innovations in comfort, safety and sustainability. Our FlexAir™ technologies offer a 100% recyclable non-foam alternative to traditional foam.

Manufacturing Leadership

Our continued focus on expanding our expertise and capabilities in materials, logistics and manufacturing is a key enabler in providing our customers with world-class seat system products. Our unique proprietary processes and employee engagement initiatives will continue to provide us with a competitive advantage.

We pioneered just-in-time seat assembly. Typically located adjacent to or near our customers' manufacturing and assembly sites, our just-in-time facilities deliver assembled seats matching our customers' exact build specifications for a particular day, shift and sequence. Our expertise in logistics and lean manufacturing processes enable us to meet our customers' delivery requirements while maintaining inventories at optimum levels.

We believe that we are the world's most vertically integrated manufacturer of complete seat systems, providing us with a competitive advantage in terms of cost and quality. We utilize the latest industry innovations and automated technologies to facilitate our continuous improvement efforts. Our recent investments in Industry 4.0, including the 2022 acquisitions of Thagora and InTouch, have resulted in operational efficiencies in the manufacturing process. Moreover, we have continued to expand our employee engagement initiatives, achieving global scalability and successfully driving cultural advances. Our

initiatives have resulted in improvements in quality, lower employee absenteeism, material cost savings and a reduction in average assembly build times per seat set.

Customers

The top five customers of our Seating segment are: General Motors, Mercedes-Benz, Stellantis, Volkswagen and Ford.

Competition

Our primary competitors in this segment globally are Adient plc, Forvia SE, Magna International Inc., Toyota Boshoku Corporation, TS Tech Co., Ltd. and Yanfeng Automotive Systems Co., Ltd., which have varying market presence depending on the region, country or automotive manufacturer. Toyota Motor Corporation and Honda Motor Co. Ltd. hold equity ownership positions in Toyota Boshoku Corporation and TS Tech Co., Ltd., respectively. A limited number of other automotive manufacturers maintain a presence in the seat system market through wholly owned subsidiaries or in-house operations. In seat components, we compete with the seat system suppliers identified above, as well as certain suppliers that specialize in particular components.

For additional factors that may impact our Seating segment's business, financial condition, operating results and/or cash flows, see Item 1A, "Risk Factors."

E-Systems Segment

Our E-Systems segment consists of the design, development, engineering and manufacture of complete electrical distribution and connection systems; high-voltage power distribution products, including BDUs; and low-voltage power distribution products, electronic controllers and other electronic products for light vehicles globally. We are a leader in signal distribution and power management within the vehicle for all types of powertrains – from traditional ICE architectures to the full range of electrified powertrains. Our expertise and product portfolio support new vehicle electrical architectures, including the adoption of high-voltage electrified vehicle architectures and the transition to zone-based vehicle electrical architectures. We are expanding our capabilities and introducing new product lines, primarily within our electrical distribution and connections systems business and including intercell connect boards, BDUs, engineered components, high-voltage wire, high-speed data cables and zone control modules. Further, we are de-emphasizing and exiting certain electronics product lines, including audio modules, lighting modules, on-board chargers, telematics control units and niche electronic controllers, where we do not see a path to sustainable risk-adjusted financial returns.

In our E-Systems business, the electrification of the vehicle powertrain adds significant content per vehicle for our products, including high-voltage wire harnesses, high-voltage battery connection systems (intercell connect boards, bus bars and main battery connection systems) and BDUs. Higher performance and larger format electrified vehicles, including trucks and SUVs, as well as electrified vehicles with longer range, further increase content per vehicle and aligns favorably with our products, including high power-to-size ratio terminal systems, high performance BDUs and intercell connect boards.

In addition, the continuing evolution of the vehicle electrical architecture is introducing more highly integrated power management and control electronics (or zone control modules) and greatly expanding the use of high-speed data within the vehicle. Our customers are adopting these new architectures on both ICE and electrified powertrains to enable continued integration of more electrical and electronic content and to enable future software-defined functionality. These market demands align favorably with our expertise in zone control modules and high-speed data cables.

Our product portfolio strategy enables increased leverage of our investments across a focused product portfolio and creates a competitive advantage as we are able to offer our customers customized solutions optimized to provide complete architecture benefits. Our component designs consider the performance of the complete architecture, creating superior value for our customers. Our investments in electrification over the past fifteen years are providing us with a significant growth opportunity with respect to this trend. Further, electrified vehicle architectures represent a significant content per vehicle expansion opportunity for us.

Electrical Distribution and Connection Systems

Electrical distribution and connection systems route network and electrical signals and manage electrical power within the vehicle for all types of powertrains, including traditional ICE architectures and the full range of electrified powertrains, supporting the current industry trend toward electrification. Key components of electrical distribution and connection systems include wire harnesses, terminals and connectors, high voltage battery connection systems and engineered components for both ICE architectures and electrified powertrains that require management of higher voltage and power.

Wire harness assemblies, together with connection systems, link all of the various electrical and electronic devices within the vehicle to each other and/or to a power source. Our wire harnesses provide low-voltage (12 volts and 48 volts) and high-voltage

(60 volts – 800 volts) power distribution. Low-voltage wire harnesses are used on all light duty vehicles, and high voltage wire harnesses are used on vehicles with electrified powertrains. Wire harness assemblies are a collection of individual circuits fabricated from raw and insulated wire, which is automatically cut to length and terminated during the manufacturing process. Individual circuits are assembled together, inserted into connectors and wrapped or taped to form wire harness assemblies. The assembly process is labor intensive, and as a result, production is generally performed in low-cost labor sites in Mexico, Honduras, Brazil, Eastern Europe, Africa, China and the Philippines.

Connection systems include terminals and connectors, high-voltage battery connection systems and engineered components that join wire harnesses together at their respective end points or connect electronic devices to wire harnesses. Connection systems can vary significantly in size and complexity depending on the amount of power or data being transferred and the number of connections being made at any particular point in the electrical distribution system. Connection systems support both low-voltage and high-voltage power distribution. Low-voltage connection systems are used on all light duty vehicles and high-voltage connection systems are used on vehicles with electrified powertrains. Our connection systems are produced using highly automated processes, including stamping, injection molding and automated assembly processes. In 2021, we entered into a partnership with Hu Lane Associate Inc., a world-class manufacturer of automotive connector products, to expand our business opportunities in connection systems through access to a broader catalog of product-enabling solutions for our customers. Our connection systems are currently manufactured in Germany, the Czech Republic, Morocco, China and the United States. Key material inputs to our connection systems business include metals, such as copper and aluminum, and various resins.

High voltage battery connection systems consist of stamped and molded components and assemblies that provide connections between battery cells, from the battery pack to the vehicle electrical architecture, and between other electrical components within the high-voltage battery pack. High-voltage battery connection systems can vary in size and design to accommodate various high-voltage battery architectures and enable safe and efficient electrified powertrain battery packs. Specific products include intercell connect boards, bus bars and main battery connection systems. These products are produced using highly automated processes, including stamping, bending, molding and assembly. We leverage our metal stamping capabilities in our Seating business to provide a competitive advantage for these products through vertical integration and supply chain management. Our established capabilities in connection systems and engineered components facilitate our ability to produce these products. Our high-voltage battery connection systems are produced in Germany, the United States, the Czech Republic, Mexico and China. Key material inputs to our high-voltage battery connection systems business include metals, such as copper, aluminum, and steel, and various resins.

Engineered components consist of molded components included in wire harness assemblies. These components perform specific functions, such as protection, routing, sealing or covering, to ensure that the wire harness assembly properly performs its function. In 2021, we acquired M&N Plastics, a privately owned injection molding specialist and manufacturer of engineered plastic components for automotive electrical distribution applications, which enabled the significant expansion of our footprint and capabilities with respect to engineered components. Engineered component capabilities are a significant contributor to vertically integrated product assemblies and enable business growth across electrical distribution and connection systems and our Seating business due to increased control of product cost and quality, as well as the supply chain. Engineered components are applicable to all vehicle architectures and are produced using molding processes. Our engineered components are currently manufactured in Germany, the Czech Republic, Morocco, China and the United States. Key material inputs to our engineered components are various resins.

High-Voltage Power Distribution Products, including BDUs

In our E-Systems segment, we also design, develop, engineer and manufacture high-voltage power distribution products, including BDUs. These products control the flow and distribution of high-voltage power throughout electrified vehicles and include BDUs which control all electrical energy flowing into and out of high-voltage batteries in electrified vehicles. More than fifteen years of experience in high-voltage power distribution products, together with our expertise in areas integral to the performance of BDUs, such as power and thermal management and electrical architecture integration, have contributed to our well-established market position and our ability to effectively and competitively supply BDUs. High-voltage power distribution products are applicable to all electrified powertrain vehicles, but the size, complexity and configuration can vary widely dependent upon the power requirements of individual vehicle platforms. Our high-voltage power distribution products are currently manufactured in Mexico, China, Spain and Morocco. Key material inputs to our high-voltage power distribution products include metals, including copper and aluminum, various resins, and power components, such as fuses, e-fuses and contactors.

Low-Voltage Power Distribution Products, Electronic Controllers and Other Electronic Products

In our E-Systems segment, we also design, develop, engineer and manufacture low-voltage power distribution products, electronic controllers and other electronic products that control various functions and power distribution within the vehicle. Our

electronic product offerings include zone control modules, body domain modules and low-voltage power distribution units. These units are typically purchased with embedded software to manage vehicle functions, control power distribution and ensure vehicle network connection. We assemble these modules using specialized, high-speed surface mount placement equipment and assembly processes in Mexico, Europe, Northern Africa and China.

Technology

Our complete electrical distribution and connection system design capabilities, coupled with market-leading component technologies, allow early access to our customers' product development teams, which provides an indication of our customers' product needs and enables us to develop system design efficiencies. Our expertise is developed and delivered by approximately 2,200 engineers across fourteen countries and is led by four global technology centers of excellence in China, Germany, Spain and the United States for each of our major product lines in this segment.

In electrical distribution and connection systems, our technology includes expertise in the design and use of alternative conductor materials, such as aluminum, copper-clad steel and other hybrid alloys. Alternative conductor materials can enable the use of ultra small gauge conductors, which reduce the weight and packaging size of electrical distribution and connection systems. We also have developed proprietary manufacturing process technologies, such as our vertical manufacturing system that features three dimensional wire harness assembly boards. Our expertise in connection system technology facilitates our ability to implement these small gauge and alternative alloy conductors. We have developed advanced capabilities in aluminum terminals and aluminum wire termination, ultra small gauge termination and high-voltage terminals and connectors. We have developed high density in-line connectors and new small gauge terminals that will enable wire gauge reduction and provide our customers with smaller and lower cost solutions. In high-voltage battery connection systems, we have established a leading capability in power density (power per packaging size) that is being adopted by multiple automotive manufacturers. In addition, we have developed highly integrated and highly automated solutions to improve the performance of high-voltage batteries. These technologies are supported by our proprietary virtual proving grounds, which is an industry-leading suite of in-house developed tools and processes to significantly reduce design, development and validation testing time and expense. Our ongoing and accelerating investments in Industry 4.0 technologies, including the automation of wire harness manufacturing, design for automation and digital transformation, will yield future efficiencies and flexibility to our operations.

In high-voltage power distribution products, including BDUs, and low-voltage power distribution products, we have developed many patented or patent pending technologies that enable management of higher power levels and efficient thermal management. Our technology and capabilities were awarded an Automotive News PACE Award for technological excellence in 2021. In addition, we partnered with BASF and General Motors to develop the BDU in the 2022 GMC Hummer EV and won the Society of Plastics Engineers Automotive Innovation Award for the electric and autonomous vehicle systems category in 2023. Our BDU capabilities enable the highest power large-format vehicles by utilizing innovative technologies, including flat-flex wires to quickly dissipate heat. Our product achieves a 20% weight reduction, 32% size reduction and 135% gain in current-carrying capability across 400 volt and 800 volt architectures, as compared to currently available architecture offerings. These technologies are also scalable to achieve superior performance for vehicles with lower power requirements.

In our electronic controllers and other electronic products, we are a market leader in zone control, body domain control and power distribution technology and began production of our Automotive News PACE Award-winning Solid State Smart Junction Box™ in 2016. Further, our expertise in e-fuse technology is leading to new power distribution business awards as new architectures are adopted and functional safety requirements increase. Software is a critical element of our other electronic products business. Software capabilities are becoming more important in the management of complex and highly sophisticated electronic architectures. Software within the vehicle is rapidly growing as a key element of technological innovation and a cost effective way to provide new features and functions.

For additional factors that may impact our E-Systems segment's business, financial condition, operating results and/or cash flows, see Item 1A, "Risk Factors."

Customers

The top five customers of our E-Systems segment are: Ford, Geely (including Polestar and Volvo), Renault-Nissan, Jaguar Land Rover and Volkswagen.

Competition

Our major competitors in electrical distribution and connection systems include Aptiv PLC, Leoni AG, Molex Incorporated (a subsidiary of Koch Industries Inc.), Sumitomo Corporation, TE Connectivity and Yazaki Corporation. Our major competitors in BDUs include Contemporary Amperex Technology Co. Limited, Delta Electronics, Inc., LG Energy Systems, Ltd., Panasonic Holdings Corporation and Yazaki Corporation. Our major competitors in other electronic products include Aptiv PLC,

Continental AG, Denso Corporation, Harman International Industries, Incorporated (a subsidiary of Samsung Electronics Co. Ltd.), Hella (a subsidiary of Forvia SE), Robert Bosch GmbH, Valeo S.A. and Visteon Corporation.

Sustainability

Sustainability initiatives provide the opportunity to gain competitive advantages. For example, we believe that growing customer and consumer demand for sustainable products provides opportunities for growth, and the more efficient use of energy and natural resources provides the potential to lower our operating costs while reducing our impact on the environment. We are continuously working to embed responsible and sustainable principles into our key business processes and operations, including enterprise risk management, innovation, procurement, product and process development, and sales. Our sustainability strategy and initiatives are developed by a cross-functional team of senior subject matter experts, reviewed and approved by senior management and overseen by the Governance and Sustainability Committee of our Board. We actively communicate our goals and activities to our investors in our public disclosures available on our website and in our SEC filings. Our sustainability efforts demonstrate how we live our core value to *Get Results the Right Way*, which we have reinforced by recommitting to the United Nations Global Compact each year since becoming a participant in 2020.

Energy Efficiency and Carbon Reduction Efforts at Lear

- *How We Are Driving Sustainability in Our Production Processes*

We employ standardized processes globally that are designed to drive the efficient use of energy to reduce energy costs and greenhouse gas emissions, prevention of pollution and use of safe and sustainable production processes. We have published carbon reduction goals that we intend to achieve by 2030, including 100% usage of renewable energy for our electricity consumption and a 50% reduction in carbon emissions at our sites globally, as well as an aspiration to be carbon neutral by 2050.

We are implementing a multifaceted approach to achieve these goals. In our internal operations, we are focused in large part on increasing our usage of renewable energy, as well as on efforts to reduce energy consumption and use energy more efficiently. In particular, we have developed, and are implementing, a comprehensive renewable energy strategy which includes the following:

- On-site renewable energy generation at certain sites (we currently have solar arrays operating at 14 sites in Europe, South America and China);
- Virtual power purchase agreements, where viable, to support new renewable energy projects; and
- Purchasing energy attribution certifications from energy providers, whether bundled with existing energy purchases or unbundled in certain regions.

Our operations globally use our Energy Efficiency, Water Usage and Waste Generation Playbooks to promote sustainable practices within our facilities, while at the same time increasing operational efficiency and reducing costs. As an example, leveraging the best practices outlined in our Energy Efficiency Playbook, our global teams completed 170 energy efficiency projects, potentially saving nearly 6 million kWh of energy globally. In addition, our facilities' specifications for new construction and significant building refurbishments require the consideration of more energy efficient systems, such as heating and cooling systems, wherever practicable.

While the foregoing efforts will help us drive toward the elimination of carbon emissions in those areas we directly control (Scope 1 and 2 emissions), we are also progressing toward our longer-term overall goal of carbon neutrality across our value chain (including Scope 3 emissions). In terms of our supply chain, we are communicating our carbon and renewable energy goals, as well as our expectation that our suppliers have, and follow, their own internal policies regarding the conservation and efficient use of natural resources, including energy.

- *How We Are Driving Sustainable Products*

The automotive industry remains focused on the development of sustainable transportation solutions, particularly in light of the continued focus on climate change and environmental sustainability among governments, non-governmental organizations, consumers and other stakeholders. This focus is increasing the expectations, and in some cases, leading to regulatory requirements, that the automotive industry reduce the carbon emissions generated by vehicles, which is expected to increase the adoption of electric vehicles in the coming years.

Certain of our product offerings are designed to capitalize on these evolving regulatory requirements and consumer preferences, such as electrical distribution and connection systems and BDUs designed for high-voltage applications, providing growth opportunities for our business. Our thermal comfort systems can increase the efficiency of a vehicle's HVAC system and, in turn, potentially facilitate an increased range for electric vehicles. In addition, our lightweight

components and vertical integration capabilities can facilitate weight reductions and other performance efficiencies in our products, in turn enabling lower emissions and increased battery driving range.

Our customers' focus on sustainability is aligned with our efforts to develop products that are more environmentally sustainable. These products include, without limitation, FlexAir™, our 100% recyclable non-foam alternative, ReNewKnit™, our sustainable sueded alternative material that is fully recyclable at its end of life and composed of 100% recycled material, and SoyFoam™, a substitute for certain petroleum-based products.

We are also committed to working with our suppliers and customers to source raw materials, including leather, in a sustainable manner. Our leather operations source cattle hides as a byproduct of the beef industry and are helping to protect forests by working to eliminate purchases of such hides from cattle farms involved in deforestation and forest degradation. Our No Deforestation Policy aligns with industry standards and requires of our suppliers:

- Supply chain transparency, so that all materials supplied to us are from legal sources;
- Land is not clear-cut or burned for production or development; and
- Compliance with governmental laws, regulations and guidelines regarding deforestation.

With respect to the Amazon rainforest, 100% of the direct Brazilian suppliers to our leather operations use georeferencing technology to confirm that their suppliers did not directly buy cattle from farms involved in deforestation, invasion of indigenous and protected areas or other human rights violations. To monitor our suppliers' compliance with these requirements, we may conduct audits or assessments and/or require third-party verification.

Other Sustainability And Governance Initiatives

We are especially proud of our employees' efforts to support our global communities. Through our Operation GIVE campaign at our Southfield, Michigan headquarters, nearly \$1 million in employee contributions benefited local programs focused on economic well-being, education and the environment in 2023. In addition, our teams completed numerous volunteer projects to support the global communities where we live and work.

Our commitment to human rights is set forth in our Human Rights Policy which clearly defines how we approach, govern and defend the dignity of people throughout our operations, our global supply chain and our communities.

Our governance activities help ensure that our business and operations are conducted in compliance with all applicable laws, as well as Lear's policies and procedures, particularly our Code of Business Conduct and Ethics. Our Board and its Audit and Governance and Sustainability Committees oversee our compliance and governance activities. Our expectations related to conducting business in a sustainable and ethical manner extend to our supply base. Suppliers must meet the requirements of our Supplier Sustainability Policy and Global Requirements Manual and Code of Conduct for Suppliers. We monitor and assess their compliance both internally and through the use of a third party.

Human Capital Management

Our human capital management strategy is based on our belief that an important factor in delivering the highest quality products and services is to maintain a work environment that prioritizes safety and fosters collaboration, inclusion, tolerance and respect for our 186,600 employees around the world. Our Board and its People and Compensation Committee oversee this strategy.

As of December 31, 2023 and 2022, our employment levels worldwide were approximately as follows:

Region	2023	2022
United States and Canada	11,600	10,200
Mexico	56,400	51,000
Central and South America	23,700	22,700
Europe and Africa	68,400	59,000
Asia	26,500	25,800
Total	186,600	168,700

Our compensation and benefits strategy is designed to be competitive in the countries in which we operate to motivate our employees to perform to the best of their abilities, to achieve our objectives and to align the interests of our employees with the interests of our stakeholders. Our compensation package includes salary and both performance-based and long-term incentive programs, as appropriate for each role. We also provide a multitude of market-competitive benefits, which may include medical, life and disability insurance, contributory retirement savings plan, paid time off, paid parental leave and tuition reimbursement.

A substantial number of our employees are members of industrial trade unions or national trade organizations. We have collective bargaining agreements with several North American unions, including the United Auto Workers, Unifor, International Brotherhood of Electrical Workers and Workers United. In the United States and Canada, each of our unionized facilities has a separate collective bargaining agreement with the union that represents the workers at such facility, with each such agreement having an expiration date that is independent of the other agreements. The majority of our employees in Mexico and Europe are members of industrial trade union organizations or confederations within their respective countries. Many of these organizations and confederations operate under national contracts, which are not specific to any one employer. We have infrequently experienced labor disputes at our plants. We have been able to resolve all such labor disputes and believe that our relations with our employees are generally good.

See Item 1A, "Risk Factors — A significant labor dispute involving us or one or more of our customers or suppliers or that could otherwise affect our operations could adversely affect our financial performance," and Part II — Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Forward-Looking Statements."

Ethics and Compliance

We are committed to conducting our business with integrity and in compliance with all applicable laws of the cities, states and countries in which we operate, and we have established a Code of Business Conduct and Ethics to assist employees in this regard. In 2022, we updated our Code of Business Conduct and Ethics to include additional or enhanced sections on certain of these topics, as well as on topics such as social media, human rights, and diversity and inclusion. We encourage employees to report concerns through a variety of channels, including a compliance and ethics toll-free number, an online form and a mobile app, each of which allows for anonymous reporting. Our ethics and compliance team reviews every report and, when appropriate, conducts an investigation. We also maintain an Anti-Retaliation Policy such that any employee who reports a concern in good faith is protected from harassment, retaliation or adverse employment consequences.

Health and Safety

Our health and safety programs are designed around global standards with appropriate variations to address the multiple jurisdictions and unique working environments of our manufacturing operations. Our health and safety management system is compliant with the International Organization for Standardization ("ISO") 45001 standard, and we are currently implementing a more comprehensive program which combines ISO 14001 and 45001 requirements to improve efficiency and performance. Each of our locations performs regular safety audits to ensure that proper safety policies are in place and appropriate safety training is provided. In addition, we engage an independent third-party conformity assessment and certification vendor to audit selected operations for adherence to our global health and safety standards.

Our employees also support healthier lifestyles through our Driving Wellness campaign. Local teams around the world plan activities, such as mental health awareness events, first aid training and on-site physical fitness initiatives, that are focused on promoting increased physical, emotional and mental wellness. This program has been expanded globally since its inception in 2022.

Diversity, Equity and Inclusion ("DEI")

We strive to build a culture of diversity, equity and inclusion not only through our human resource policies and practices but also by actively monitoring pay equity and working to eliminate discrimination and harassment in all of its forms. Since 2022, our employees participated in more than 200,000 hours of DEI and anti-harassment training. In addition, our global executives and U.S. managers at our Southfield, Michigan headquarters have completed our *Connecting with Others* DEI training, which helps our employees identify barriers to inclusion and learn behaviors that both promote inclusion and establish stronger connections. Our *Together We Belong* program continues to help our employees learn to navigate difficult conversations, support our colleagues and celebrate the many facets of diversity.

In 2021, we introduced *Together We Grow*, a merit-based program designed to help future leaders from historically underrepresented groups build their careers at Lear. This program provides participants with meaningful development and proactive career management. With an emphasis on engagement and relationship building, this program continues to support our next generation of leaders, maximizing their full potential. We are currently working to expand the program globally.

In 2023, we launched our *JumpStart* program, attracting mid-career professionals who had previously chosen to pause their careers for a variety of personal reasons. Leveraging our internal referral process, we found participants that were eager to update their skills and, with support, ready to return to full-time employment. During the 12-week program, participants receive custom onboarding, attend professional development and technical training workshops, and are assigned a job coach.

We are also proud of our six employee resource groups, representing 15 countries. Each employee-led resource group is supported by an executive sponsor and is open to all employees, with a goal of fostering a culture where everyone in our

diverse and global workforce feels engaged, accepted and valued. Over the last two years, the employee resource groups have held over 1,300 events, including lunch and learns, trainings, and volunteer and social activities.

Talent, Education and Development

We are committed to the continued development of our employees. In 2023, we delivered more than seven million hours of safety, development, leadership, quality, continuous improvement, lean manufacturing, and ISO and IATF certification training. We offer several professional development and leadership programs in the United States, Europe, Asia, Mexico and South America. Our CEO Academy is our premier leadership development opportunity. Twice per year, a select group of leaders representing diverse functions and backgrounds are invited to participate in a week-long leadership immersion event, during which each participant presents a bold business idea to help drive Lear's success.

Employee Engagement and Culture

Launched in 2017, *Together We Win ("TWW")* is Lear's global employee engagement program focused on driving cultural change in our operations. Plants advance through four segments — leadership, work environment, employee involvement and team empowerment. *TWW* unites manufacturing employees across the globe in achieving excellence based on key operations and employee engagement metrics, such as quality, absenteeism, health and safety performance, and operational efficiency. Our approach towards employee engagement has evolved into an employee experience framework based on three main chapters of the employee lifecycle: attract and recruit, learn and grow, and perform and reward.

Champions of Lear celebrates our global operations and our hourly and salaried employees who represent the best-of-the-best in our company. Individuals, teams or plants submit an application which is reviewed by a diverse panel of judges, including Lear leadership. Award categories honor achievements in engagement, customer appreciation, innovation, supply chain, quality, safety, operational excellence, sustainability and continuous improvement.

Customers

In 2023, General Motors, one of the largest automotive and light truck manufacturers in the world, accounted for 20% of our net sales. In addition, Ford and Volkswagen each accounted for 11%, and Mercedes-Benz and Stellantis each accounted for 10%, of our 2023 net sales. Through acquisitions and organic growth, we strive to diversify our customer base to be reflective of the evolving regional markets in which we operate. We supply and have expertise in all vehicle segments of the automotive market. Our sales content tends to be higher on those vehicle platforms and segments which offer more features and functionality. The popularity of particular vehicle platforms and segments varies over time and by regional market. We expect to continue to win new business and grow sales at a greater rate than overall automotive industry production. For further information related to our customers and domestic and foreign sales and operations, see Note 15, "Segment Reporting," to the consolidated financial statements included in this Report.

Our customers award business to their suppliers in a number of ways, including the award of complete systems, which allows suppliers either to manufacture components internally or to purchase components from other suppliers at their discretion. Certain of our customers also elect to award certain components directly to component suppliers and independent of the award of the complete system. We have selectively expanded certain of our product offerings and component capabilities and continue to invest in manufacturing capacity in low-cost regions to enhance our cost structure and increase our vertical integration opportunities and participation in our customers' direct component sourcing.

Our customers typically award contracts several years before actual production is scheduled to begin. Each year, the automotive manufacturers introduce new models, update existing models and discontinue certain models and, periodically, even complete brands. In this process, we may be selected as the supplier on a new model, we may continue as the supplier on an updated model or we may lose the business on a new or updated model to a competitor. Our core sales backlog reflects our estimated net sales over the next three years from formally awarded new programs, less lost and discontinued programs. This measure excludes the sales backlog at our non-consolidated joint ventures and the impact of the wind down of non-core products in our E-Systems business. As of January 2024, our 2024 to 2026 sales backlog is \$2.8 billion. Our current sales backlog reflects \$1.2 billion related to 2024, of which 58% and 42% is related to our Seating and E-Systems segments, respectively. In addition, our 2024 to 2026 sales backlog at our non-consolidated joint ventures is approximately \$650 million. Our current sales backlog assumes volumes based on the independent industry projections of S&P Global Mobility as of December 2023 and internal estimates, a Euro exchange rate of \$1.09/Euro and a Chinese renminbi exchange rate of 7.15/\$. This sales backlog is generally subject to a number of risks and uncertainties, including vehicle production volumes on new and replacement programs and foreign exchange rates, as well as the timing of production launches and changes in customer development plans. For additional information regarding risks that may affect our sales backlog, see Item 1A, "Risk Factors," and Part II — Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Forward-Looking Statements."

We receive purchase orders from our customers that generally provide for the supply of a customer's annual requirements for a particular vehicle model and assembly plant, or in some cases, for the supply of a customer's requirements for the life of a particular vehicle model, rather than for the purchase of a specified quantity of products. Although most purchase orders may be terminated by our customers at any time, such terminations have been infrequent and have not had a material impact on our operating results. We are subject to risks that an automotive manufacturer will produce fewer units of a vehicle model than anticipated or that an automotive manufacturer will not award us a replacement program following the life of a vehicle model. To reduce our reliance on any one vehicle model, we produce automotive systems and components for a broad cross-section of both new and established models. However, larger cars and light trucks, as well as vehicle platforms that offer more features and functionality, such as luxury, sport utility and crossover vehicles, typically have more content and, therefore, tend to have a more significant impact on our operating performance. Our net sales for the year ended December 31, 2023, consisted of 27% passenger cars, 54% crossover and sport utility vehicles and 19% trucks and vans.

Our agreements with our major customers generally provide for an annual productivity price reduction. Historically, cost reductions through product design changes, increased manufacturing productivity and similar programs with our suppliers have generally offset these customer-imposed price reduction requirements. However, raw material, energy, commodity, product component and labor costs can be volatile. Although we have developed and implemented strategies to mitigate the impact of such costs, these strategies, together with commercial negotiations with our customers and suppliers, typically offset only a portion of the adverse impact. Certain of these strategies also may limit our opportunities in a declining commodity price environment. In addition, we are exposed to market risk associated with fluctuations in foreign exchange as a result of our low-cost footprint and vertical integration strategies. We use derivative financial instruments to reduce our exposure to fluctuations in foreign exchange rates. For additional information regarding our foreign exchange and commodity price risk, see Part II — Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Commodity Prices" and Item 7A, "Quantitative and Qualitative Disclosures about Market Risk — Market Risk Sensitivity — Foreign Exchange."

Seasonality

Our principal operations are directly related to the automotive industry. Consequently, we may experience seasonal fluctuations to the extent automotive vehicle production slows, such as in the summer months when many customer plants close for holidays and/or model year changeovers, as well as in December when many customer plants close for the holidays.

Raw Materials

The principal raw materials used in our seat systems, electrical distribution and connection systems, BDUs and other electronic products are generally available and obtained from multiple suppliers under various types of supply agreements. Components such as seat trim covers, surface materials such as leather and fabric, seat mechanisms, seat foam, thermal comfort systems such as seat heating, ventilation, active cooling, pneumatic lumbar and massage products, headrests, connection systems and certain other components are either manufactured by us internally or purchased from multiple suppliers under various types of supply agreements (certain of which are sourced by our customers and certain of which are sourced by us). The majority of the steel used in our products is comprised of fabricated components that are integrated into a seat system, such as seat frames, recliner mechanisms, seat tracks and other mechanical components. Therefore, our exposure to changes in steel prices is primarily indirect, through these purchased components. With the exception of certain connection systems, the materials that we use to manufacture wire harness assemblies are substantially purchased from suppliers, including extruded and insulated wire and cable. The majority of our copper purchases are comprised of extruded wire and cable that we integrate into electrical wire harnesses. In general, our copper purchases, as well as a significant portion of our leather purchases, are subject to price index agreements with our customers and suppliers. We utilize a combination of short-term and long-term supply contracts to purchase key components. We generally retain the right to terminate these agreements if our supplier does not remain competitive in terms of cost, quality, delivery, technology or customer support.

Intellectual Property

Worldwide, we have approximately 2,600 patents and patent applications pending. While we believe that our patent portfolio is a valuable asset, no individual patent or group of patents is critical to the success of our business. We also license selected technologies to automotive manufacturers and to other automotive suppliers. We continually strive to identify and implement new technologies for use in the design and development of our products.

Advanced technology development is conducted worldwide at our seven advanced technology centers and at our product engineering centers. At these centers, we engineer our products to comply with applicable safety standards, meet quality and durability standards, respond to environmental conditions and conform to customer and consumer requirements. Our global innovation and technology center located in Southfield, Michigan, develops and integrates new concepts and is our central location for consumer research, benchmarking, craftsmanship and industrial design activity.

We have numerous registered trademarks in the United States and in many foreign countries. The most important of these marks include LEAR CORPORATION® (including our stylized version thereof) and LEAR®, which are widely used in connection with our products and services. Our other principal brands include GUILFORD® and EAGLE OTTAWA®. ConfigurE+™ seating, FlexAir™ non-foam alternative, INTU™ seating, ProTec® active head restraints, ReNewKnit™ fabrics, SMART JUNCTION BOX™ technology, SoyFoam™ foam substitute, STRUCSURE™ systems and TeXstyle™ fabrics are some of our other trademarks used in connection with certain of our product lines.

Government Regulations and Environmental Matters

We are subject to a variety of federal, state, local and foreign laws and regulations, including those related to health, safety and environmental matters. Costs incurred to comply with these governmental regulations are not material to our capital expenditures, financial performance or competitive position. Additional information about the impact of government regulations on our business is included in Item 1A, "Risk Factors," under the heading "Legal and Regulatory Risks."

We are committed to sustainability in our operations and products. We adhere to local, state, federal and foreign laws, regulations and ordinances which govern activities or operations that may have adverse environmental effects. These laws, regulations and ordinances may impose liability for clean-up costs resulting from past spills, disposals or other releases of hazardous wastes. For a description of our outstanding environmental matters and other legal proceedings, see Note 14, "Legal and Other Contingencies," to the consolidated financial statements included in this Report.

In addition, our customers are subject to significant environmentally focused state, federal and foreign laws and regulations that regulate vehicle emissions, fuel economy and other matters related to the environmental impact of vehicles. To the extent that such laws and regulations ultimately increase or decrease automotive vehicle production, such laws and regulations would likely impact our business. See Item 1A, "Risk Factors."

Furthermore, we currently offer products that advance sustainability, such as ReNewKnit™, FlexAir™ and SoyFoam™, and are creating technologies that facilitate environmentally friendly transportation alternatives, such as hybrid and electric vehicles. Our expertise, capabilities and environmental leadership are allowing us to expand our product offerings in this area.

Joint Ventures and Noncontrolling Interests

We form joint ventures in order to gain entry into new markets, expand our product offerings and broaden our customer base. In particular, we believe that certain joint ventures have provided us, and will continue to provide us, with the opportunity to expand our business relationships with Asian automotive manufacturers, particularly in emerging markets. We also partner with companies having significant local experience in commerce and customs, as well as capacity, to reduce our financial risk and enhance our potential for achieving expected financial returns. In some cases, these joint ventures may be located in North America and used to expand our customer relationships.

As of December 31, 2023, we had sixteen operating joint ventures located in five countries. Of these joint ventures, six are consolidated, and ten are accounted for using the equity method of accounting. Fourteen of the joint ventures operate in Asia, and two operate in North America (both of which are dedicated to serving Asian automotive manufacturers). Net sales of our consolidated joint ventures accounted for approximately 7% of our net sales in 2023. As of December 31, 2023, our investments in non-consolidated joint ventures totaled \$217 million.

A summary of our non-consolidated operating joint ventures, including ownership percentages, is shown below. For further information related to our joint ventures, see Note 6, "Investments in Affiliates and Other Related Party Transactions," to the consolidated financial statements included in this Report.

Country	Name	Ownership Percentage
China	Beijing BHAP Lear Automotive Systems Co., Ltd.	50%
China	Beijing Lear Hyundai Transys Co., Ltd.	50
China	Guangzhou Lear Automotive Components Co., Ltd.	50
China	Jiangxi Jiangling Lear Interior Systems Co., Ltd.	50
China	Lear Dongfeng Automotive Seating Co., Ltd.	50
China	Changchun Lear FAWSN Automotive Seat Systems Co., Ltd.	49
China	Shenyang Jinbei Lear Automotive Seating Co. Ltd.	49
Honduras	Honduras Electrical Distribution Systems S. de R.L. de C.V.	49
United States	Kyunghsin-Lear Sales and Engineering LLC	49
India	Hyundai Transys Lear Automotive Private Limited	35

ITEM 1A – RISK FACTORS

Our business, financial condition, operating results and cash flows may be impacted by a number of factors. In addition to the factors affecting our business identified elsewhere in this Report, the material risk factors affecting our operations include the following:

Risks Related to Our Business

- ***Our industry is cyclical and a decline in the production levels of our major customers, particularly with respect to models for which we are a significant supplier, or the financial distress of one or more of our major customers could adversely affect our financial performance.***

Our sales are driven by the number of vehicles produced by our automotive manufacturer customers, which is ultimately dependent on consumer demand for automotive vehicles and the availability of raw materials and components, and our content per vehicle. The automotive industry is cyclical and sensitive to general economic conditions, including interest rates, inflation, consumer spending levels and geopolitical issues. Automotive sales and production can also be affected by the age of the vehicle fleet and related scrappage rates, labor relations issues and shortages, fuel prices, regulatory requirements, government initiatives, trade agreements, tariffs and other non-tariff trade barriers, the availability and cost of credit, the availability and cost of critical components needed to complete the production of vehicles, logistics issues, restructuring actions of our customers and suppliers, facility closures and increased competition, as well as consumer preferences regarding vehicle powertrains (including preferences regarding hybrid and electric vehicles), size, configuration and features, among other factors.

An economic downturn or other adverse industry conditions that result in a decline in the production levels of our major customers, particularly with respect to models for which we are a significant supplier, or the financial distress of one or more of our major customers could reduce our sales or otherwise adversely affect our financial condition, operating results and cash flows. Further, our ability to reduce the risks inherent in certain concentrations of business, and thereby maintain our financial performance in the future, will depend, in part, on our ability to continue to diversify our sales on a customer, product, platform and geographic basis to reflect the market overall. We may not be successful in such diversification.

- ***Increases in the costs and restrictions on the availability of raw materials, energy, commodities, product components and labor could adversely affect our financial performance.***

Raw material, energy, commodity, product component and labor costs can be volatile. Although we have developed and implemented strategies to mitigate the impact of such costs, these strategies, together with commercial negotiations with our customers and suppliers, do not typically offset all of the adverse impact. Certain of these strategies also may limit our opportunities in a declining price environment. In addition, the availability of raw materials, energy, commodities, product components and labor fluctuates from time to time due to factors outside of our control, including trade laws and restrictions, natural disasters and other supply chain disruptions, which may impact our ability to meet the production demands of our customers. Increases in the costs of raw materials, energy, commodities, product components and labor, or restrictions on the availability thereof, could adversely affect our financial condition, operating results and cash flows.

- ***The lack of commercial success of or an increase in directed component sourcing for a vehicle model for which we are a significant supplier could adversely affect our financial performance.***

We receive purchase orders from our customers, which generally provide for the supply of a customer's requirements for a particular vehicle model and assembly plant for the life of a particular vehicle program, rather than for the purchase of a specific quantity of products. It is possible that a particular vehicle model is not successful with consumers or that our customers elect to manufacture our products internally, purchase our products from other suppliers or increase the extent to which they require us to utilize specific suppliers or materials in the manufacture of our products. The loss of business with respect to, the lack of commercial success of or an increase in directed component sourcing for a vehicle model for which we are a significant supplier could reduce our sales or margins and thereby adversely affect our financial condition, operating results and cash flows.

- ***Our inability to achieve product cost reductions to offset customer-imposed price reductions could adversely affect our financial performance.***

Downward pricing pressure by automotive manufacturers is a characteristic of the automotive industry. Our customer contracts generally provide for annual price reductions over the production life of the vehicle, while requiring us to assume significant responsibility for the design, development and engineering of our products. Prices may also be adjusted on an ongoing basis to reflect changes in product content/costs and other commercial factors. Our financial performance is

largely dependent on our ability to achieve product cost reductions through product design enhancements and supply chain management, as well as manufacturing efficiencies and restructuring actions. We also seek to enhance our financial performance by investing in product development, design capabilities and new product initiatives that respond to the needs and preferences of our customers and consumers. We continually evaluate operational and strategic alternatives to improve our business structure by investing in vertical integration opportunities globally and rationalizing our product portfolio to improve profitability. Our inability to achieve product cost reductions that offset customer-imposed price reductions could adversely affect our financial condition, operating results and cash flows.

- ***Adverse developments affecting or the financial distress of one or more of our suppliers could adversely affect our financial performance.***

We obtain components and other products and services from numerous automotive suppliers and other vendors throughout the world. We are responsible for managing our supply chain, including suppliers that may be the sole sources of products that we require, that our customers direct us to use or that have unique capabilities that would make it difficult and/or expensive to re-source. In certain instances, entire industries may experience short-term capacity constraints. Additionally, our production capacity, and that of our customers and suppliers, may be adversely affected by natural disasters or other significant disruptions. Any such significant disruption could adversely affect our financial performance. Furthermore, unfavorable economic or industry conditions could result in financial distress within our supply base, thereby increasing the risk of supply disruption. An economic downturn or other unfavorable industry conditions in one or more of the regions in which we operate could cause a supply disruption and thereby adversely affect our financial condition, operating results and cash flows.

- ***A significant labor dispute involving us or one or more of our customers or suppliers or that could otherwise affect our operations could adversely affect our financial performance.***

A substantial number of our employees and the employees of our largest customers and suppliers are members of industrial trade unions and are employed under the terms of various labor agreements. We have labor agreements covering approximately 88,000 employees globally. In the United States and Canada, each of our unionized facilities has a separate collective bargaining agreement with the union that represents the workers at such facility, with each such agreement having an expiration date that is independent of the other agreements. Labor agreements covering approximately 86% of our global unionized work force, including labor agreements in the United States and Canada covering approximately 2% of our global unionized workforce, are scheduled to expire in 2024. There can be no assurances that these upcoming negotiations or any other future negotiations with the unions will be resolved favorably or that we will not experience a work stoppage or disruption that could adversely affect our financial condition, operating results and cash flows. A labor dispute involving us, any of our customers or suppliers or any other suppliers to our customers or that otherwise affects our operations, or the inability by us, any of our customers or suppliers or any other suppliers to our customers to negotiate, upon the expiration of a labor agreement, an extension of such agreement or a new agreement on satisfactory terms could adversely affect our financial condition, operating results and cash flows. In addition, if any of our significant customers experience a material work stoppage, the customer may halt or limit the purchase of our products. This could require us to shut down or significantly reduce production at facilities relating to such products, which could adversely affect our financial condition and operating results.

- ***Our ability to attract, develop, engage and retain qualified employees could affect our ability to execute our strategy.***

Our success depends, in part, on our ability to identify and attract qualified candidates with the requisite education, background and experience, as well as our ability to develop, engage and retain qualified employees. Failure to attract, develop, engage and retain qualified employees, whether as a result of an insufficient number of qualified applicants, difficulty in recruiting new employees or inadequate resources to train, integrate and retain qualified employees, could impair our ability to execute our business strategy and could adversely affect our business. In addition, while we strive to reduce the impact of the departure of employees, our operations and our ability to execute our business strategy and meet our business objectives may be affected by the loss of employees, particularly when departures involve larger numbers of employees. Higher rates of employee separations may adversely affect us through decreased employee morale, the loss of knowledge of departing employees and the devotion of resources to recruiting and onboarding new employees.

- ***Our substantial international operations make us vulnerable to risks associated with doing business in foreign countries.***

We have substantial international operations, with manufacturing and distribution facilities in many foreign countries, including Mexico and countries in Africa, Asia, Central and South America, and Europe. Some of the markets in which we

do business may have volatile economic and/or political environments. This may expose us to heightened risks as a result of economic, geopolitical or other events, including:

- exposure to local economic conditions;
- political, economic and civil instability and uncertainty (including acts of terrorism, civil unrest, drug cartel-related and other forms of violence, and outbreaks of war, such as the actions taken by Russia in Ukraine);
- labor unrest;
- expropriation, governmental takeover and nationalization;
- currency exchange rate fluctuations, currency controls and the ability to economically hedge currencies;
- withholding and other taxes on remittances and other payments by subsidiaries;
- investment restrictions or requirements;
- repatriation restrictions or requirements;
- trade wars;
- concerns about human rights, working conditions and other labor rights and conditions and the environmental impact in foreign countries where our products are produced and raw materials and/or components are sourced, as well as changing labor, environmental and other laws in these countries;
- pandemic illness;
- increases in working capital requirements related to long supply chains; and
- global sovereign fiscal matters and creditworthiness, including potential defaults and the related impacts on economic activity, including the possible effects on credit markets, currency values, monetary unions, international treaties and fiscal policies.

Expanding our sales and operations in lower-cost regions are important elements of our strategy. As a result, our exposure to the risks described above is substantial. The likelihood of such occurrences and their potential effect on us vary from country to country and are unpredictable. However, any such occurrences could adversely affect our financial condition, operating results and cash flows.

• ***Certain of our operations are conducted through joint ventures which have unique risks.***

Certain of our operations, particularly in Asia, are conducted through joint ventures. With respect to our joint ventures, we may share ownership and management responsibilities with one or more partners that may not share our goals and objectives. Operating a joint venture requires us to operate the business pursuant to the terms of the agreement that we entered into with our partners, which may require additional organizational formalities, as well as the sharing of information and decision making. Additional risks associated with joint ventures include one or more partners failing to satisfy contractual obligations, the ability to enforce such obligations, conflicts arising between us and any of our partners, a change in the ownership of any of our partners and less of an ability to control compliance with applicable rules and regulations, including the Foreign Corrupt Practices Act and related rules and regulations. Additionally, our ability to sell our interest in a joint venture may be subject to contractual and other limitations. Accordingly, any such occurrences could adversely affect our financial condition, operating results and cash flows.

• ***Our failure to execute our strategic objectives could adversely affect our financial performance.***

Our financial performance depends, in part, on our ability to successfully execute our strategic objectives. Our strategy is based on four pillars designed to drive growth and profitability: (1) extend our market leadership position in Seating with priceable features; (2) transform our E-Systems business through accelerated growth in connection systems, vehicle architecture evolution and electrification, and the rationalization of our product portfolio to improve profitability; (3) build on our reputation for operational excellence through investment in Industry 4.0 technologies; and (4) prioritize people and the planet through our sustainability initiatives to drive business growth, cost reductions and improved employee retention. Various factors, including the industry environment and the other matters described herein and in Part II — Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," including "— Forward-Looking Statements," could adversely affect our ability to execute our strategic objectives. These risk factors include our failure to identify suitable opportunities for organic investment and/or acquisitions, our inability to successfully develop such opportunities or complete such acquisitions or our inability to successfully utilize or integrate the investments in our

operations. Our failure to execute our strategic objectives could adversely affect our financial condition, operating results and cash flows. Moreover, there can be no assurances that, even if implemented, our strategic objectives will be successful.

- ***Our inability to effectively manage the timing, quality and costs of new program launches could adversely affect our financial performance.***

In connection with the award of new business, we obligate ourselves to deliver new products and services that are subject to our customers' timing, performance and quality standards. Additionally, as a Tier 1 supplier, we must effectively coordinate the activities of numerous suppliers in order for the program launches of our products to be successful. Given the complexity of new program launches, we may experience difficulties managing product quality, timeliness and associated costs. In addition, new program launches require a significant ramp up of costs; however, our sales related to these new programs generally are dependent upon the timing and success of our customers' introduction of new vehicles. Our inability to effectively manage the timing, quality and costs of these new program launches could adversely affect our financial condition, operating results and cash flows.

- ***We operate in a highly competitive industry and efforts by our competitors, as well as new non-traditional entrants to the industry, to gain market share could adversely affect our financial performance.***

We operate in a highly competitive industry. We and most of our competitors are seeking to expand market share with new and existing customers, including in high growth regions. Our customers award business based on, among other things, price, quality, service and technology. Our competitors' efforts to grow market share could exert downward pressure on our product pricing and margins. In addition, the automotive industry has attracted, and will continue to attract, non-traditional entrants as a result of the evolving nature of the automotive vehicle market, including the increasing adoption of hybrid and electric vehicles. Further, the global automotive industry is experiencing a period of significant technological change, including a focus on environmentally sustainable vehicles and subcomponents. As a result, the success of portions of our business requires us to develop, acquire and/or incorporate new technologies and depends not only on our customers' ability to execute their strategies to exploit these technologies but also on the adoption of such technologies by end consumers. Such technologies may be subject to rapid obsolescence. Our inability to maintain access to these technologies (through development, acquisition or licensing) may adversely affect our ability to compete. If we are unable to differentiate our products, maintain a low-cost footprint or compete effectively with technology-focused new market entrants, we may lose market share or be forced to reduce prices, thereby lowering our margins. Any such occurrences could adversely affect our financial condition, operating results and cash flows.

- ***If we do not respond appropriately, the evolution of the global transportation industry toward electrification could adversely affect our business.***

The global transportation industry is increasingly focused on the development of more fuel-efficient solutions to meet demands from consumers and governments worldwide to address climate change and an increased desire for environmentally sustainable solutions. The impacts of these changes on us are uncertain and could ultimately prove dramatic. If we do not respond appropriately, the evolution toward electrification and other energy sources could adversely affect our business. The increased adoption of electrified and other non-internal combustion-based powertrains, such as fuel cells, may result in lower demand for some of our products. The evolution of the industry toward electrification has also attracted increased competition from entrants outside of the traditional light vehicle industry, some of whom may seek to provide products which compete with ours. Failure to innovate and to develop or acquire new and compelling products that capitalize upon new technologies in response to these evolving consumer preferences and demands could adversely affect our financial condition, operating results and cash flows.

- ***A disruption in our information technology systems, or those of our customers, suppliers, sub-suppliers or other contract parties, including a disruption related to cybersecurity, could adversely affect our financial performance.***

We rely on the accuracy, capacity and security of our information technology networks. Despite the security measures that we have implemented, including those measures related to cybersecurity, our operational systems (including business, financial, accounting, human resources, product development and manufacturing processes), as well as those of our customers, suppliers and other service providers, and certain of our connected vehicle systems and components that may collect and store sensitive end-user data (which could include personally identifiable information) could be breached or damaged by computer viruses, malware, phishing attacks, denial-of-service attacks, human error, natural or man-made incidents or disasters or unauthorized physical or electronic access. These types of incidents have become more prevalent and pervasive across industries, including our industry, and are expected to continue, if not increase, in the future. The secure operation of our information technology networks, and the processing and maintenance of information by these networks, is critical to our operations and strategy. A breach could result in business disruption, including the vehicle

systems and components that we supply to our customers or our plant operations, theft of our intellectual property, trade secrets or customer information or unauthorized access to personal information, such as that of our employees or end consumers of vehicles that contain certain of our connected vehicle systems or components. Although cybersecurity and the continued development and enhancement of our controls, processes and practices designed to protect our operational systems and products from attack, damage or unauthorized access are a high priority for us, our actions and investments may not be deployed quickly enough or successfully protect our systems against all vulnerabilities, including technologies developed to bypass our security measures. In addition, outside parties may attempt to fraudulently induce employees or customers to disclose access credentials or other sensitive information in order to gain access to our secure systems and networks. There are no assurances that our actions and investments to improve the maturity of our systems, processes and risk management framework or remediate vulnerabilities will be sufficient or deployed quickly enough to prevent or limit the impact of any cyber intrusion or security breach. For this reason, we maintain cyber liability insurance to provide additional support during significant events, as well as a level of financial protection in the event of certain cybersecurity-related losses. Moreover, because the techniques used to gain access to or sabotage systems often are not recognized until launched against a target, we may be unable to anticipate the methods necessary to defend against these types of attacks, and we cannot predict the extent, frequency or impact these attacks may have on us. To the extent that our business is interrupted, including the vehicle systems and components that we supply to our customers or our plant operations, or data is lost, destroyed or inappropriately used or disclosed, such disruptions could adversely affect our competitive position, relationships with our customers, financial condition, operating results and cash flows and/or subject us to regulatory actions, including those contemplated by data privacy laws and regulations like the European Union General Data Privacy Regulation and California Consumer Privacy Act, or litigation. In addition, we may be required to incur significant costs to protect against the damage caused by these disruptions or security breaches in the future.

We are also dependent on security measures that some of our customers, suppliers and other third-party service providers take to protect their own systems and infrastructures. Any security breach of any of these third-parties' systems could result in unauthorized access to our or our customers' or suppliers' sensitive data or our own information technology systems, cause us to be non-compliant with applicable laws or regulations, subject us to legal claims or proceedings, disrupt our operations, damage our reputation or cause a loss of confidence in our products or services, any of which could adversely affect our financial performance.

- ***Pandemics, epidemics, disease outbreaks and other public health crises, such as the COVID-19 pandemic, have disrupted our business and operations, and future public health crises could adversely affect our business, financial condition and operating results.***

Pandemics, epidemics or disease outbreaks in the United States or globally, including the COVID-19 pandemic, have disrupted, and may disrupt in the future, our business, which could materially affect our financial condition including liquidity, operating results and future expectations. Any such events may adversely impact our global supply chain and global manufacturing operations and cause us to again suspend our operations. In particular, we could experience among other things: (1) continued or additional global supply disruptions, including component and material shortages; (2) labor disruptions; (3) an inability to manufacture; (4) a decline in consumer demand; and (5) an impaired ability to access credit and capital markets. Any future public health crises, could adversely affect our business, financial condition, operating results and cash flows going forward.

- ***Perspectives on global climate change and other sustainability matters by various stakeholders could adversely affect our business.***

Customer, investor, employee and other stakeholder expectations of us and our supply base in areas such as the environment, social matters and corporate governance continue to evolve. The enhanced stakeholder focus on sustainability requires continuous monitoring of various and evolving standards and their associated requirements, and may result in potentially differing perspectives on these topics among stakeholders. Our failure, or that of our supply base, to adequately meet stakeholder expectations or address stakeholder concerns, including concerns about environmental impacts and similar matters, may result in, among other things, negative sentiment toward us or our products, the loss of business, diluted market valuation, an inability to attract customers or an inability to attract and retain top talent.

- ***Global climate change could adversely affect our business.***

The effects of climate change, such as extreme weather conditions, could impact our business. Such effects could disrupt our operations by, among other things, impacting the availability and cost of materials needed for manufacturing and could increase insurance and other operating costs. These factors may impact our decisions to construct new facilities or maintain existing facilities in areas most prone to physical climate risks, as well as our decisions regarding business strategy, capital allocation and innovation. We could also experience indirect financial risks passed through the supply chain and disruptions that could result in increased prices for our products and the resources needed to produce them.

- ***Impairment charges relating to our goodwill and long-lived assets could adversely affect our financial performance.***

We regularly monitor our goodwill and long-lived assets for impairment indicators. In conducting our goodwill impairment testing, we may first perform a qualitative assessment of whether it is more likely than not that a reporting unit's fair value is less than its carrying amount. If not, no further goodwill impairment testing is required. If it is more likely than not that a reporting unit's fair value is less than its carrying amount, or if we elect not to perform a qualitative assessment of a reporting unit, we then compare the fair value of the reporting unit to the related net book value. If the net book value of a reporting unit exceeds its fair value, an impairment loss is measured and recognized. In conducting our impairment analysis of long-lived assets, we compare the undiscounted cash flows expected to be generated from the long-lived assets to the related net book values. Changes in economic or operating conditions impacting our estimates and assumptions could result in the impairment of our goodwill or long-lived assets. In the event that we determine that our goodwill or long-lived assets are impaired, we may be required to record a significant charge to earnings that could adversely affect our financial condition and operating results.

- ***Significant changes in discount rates, the actual return on pension assets and other factors related to our global defined benefit plans could adversely affect our financial performance.***

Our earnings may be positively or negatively impacted by the amount of income or expense recorded related to our global defined benefit plans. Accounting principles generally accepted in the United States require that income or expense related to the defined benefit plans be calculated at the annual measurement date using actuarial calculations, which reflect certain assumptions. The most significant of these assumptions relate to interest rates, the capital markets and other economic conditions. These assumptions, as well as the actual value of pension assets at the measurement date, will impact the calculation of pension and other postretirement benefit expense for the year. Although pension expense and pension contributions are not directly related, the key economic indicators that affect pension expense also affect the amount of cash that we will contribute to our pension plans. Because interest rates and the values of these pension assets have fluctuated and will continue to fluctuate in response to changing market conditions, pension and other postretirement benefit expense in subsequent periods, the funded status of our pension plans and the future minimum required pension contributions, if any, could adversely affect our financial condition, operating results and cash flows.

- ***Unanticipated changes in our effective tax rate, the adoption of new tax legislation or exposure to additional income tax liabilities could adversely affect our profitability.***

We are subject to income taxes in the United States and numerous international jurisdictions. Our effective tax rate and cash tax liability in the future could be adversely affected by the enactment of new tax legislation, changes in the level and mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, and changes in tax holiday status. The carrying value of deferred tax assets, which are predominantly in the United States, is dependent on our ability to generate future taxable income in the United States. We are also subject to ongoing tax audits globally. These audits can involve complex issues, which may require an extended period of time to resolve and can be highly judgmental. Tax authorities may disagree with certain of our tax reporting positions and, as a result, assess additional taxes against us. We regularly assess the likely outcomes of these audits to determine the appropriateness of our gross unrecognized tax benefits. The amounts ultimately paid upon resolution of current and future tax audits could be materially different from the amounts previously included in our income tax provision and, therefore, could have a material impact on our income tax provision.

The Organization for Economic Cooperation and Development ("OECD") issued new guidelines, known as "Pillar Two," to implement a 15% global corporate minimum tax to address gaps in current tax laws and ensure that large multinational enterprises pay a minimum level of tax in the countries in which they operate. Countries may implement the OECD Pillar Two model rules as issued, in a modified form or not at all. A number of countries have passed legislation enacting certain parts of the OECD's Pillar Two framework effective in 2024. As a result of the uncertainty, OECD Pillar Two could have a material impact on our effective tax rate and result in higher cash tax liabilities depending on which countries enact minimum tax legislation and in what manner.

Risks Related to Our Indebtedness

- ***Our existing indebtedness and the inability to access capital markets could restrict our business activities or our ability to execute our strategic objectives or adversely affect our financial performance.***

As of December 31, 2023, we had approximately \$2.7 billion of outstanding indebtedness, as well as \$2.0 billion available for borrowing under our revolving credit facility. As of December 31, 2023, there were no amounts outstanding under our revolving credit facility. The debt instruments governing our indebtedness contain covenants that may restrict our business activities or our ability to execute our strategic objectives, and our failure to comply with these covenants could result in a default under our indebtedness. We also lease certain buildings and equipment under non-cancelable lease agreements with

terms exceeding one year, which are accounted for as operating leases. Additionally, any downgrade in the ratings that rating agencies assign to us and our debt may ultimately impact our access to capital markets. Our inability to generate sufficient cash flow to satisfy our debt and lease obligations, to refinance our debt obligations or to access capital markets on commercially reasonable terms could adversely affect our financial condition, operating results and cash flows.

Legal and Regulatory Risks

- ***A significant product liability lawsuit, warranty claim or product recall involving us or one of our major customers could adversely affect our financial performance.***

In the event that our products fail to perform as expected, regardless of fault, and such failure results in, or is alleged to result in, bodily injury and/or property damage or other losses, we may be subject to product liability lawsuits and other claims. Our customers may also pursue claims against us for contribution of all or a portion of the amounts sought in connection with product liability, warranty and recall claims related to our products. We carry insurance for certain product liability claims, but such coverage may be limited. We do not maintain insurance for warranty or recall matters. In addition, we may not be successful in recovering amounts from third parties, including sub-suppliers, in connection with these claims. These types of claims could adversely affect our financial condition, operating results and cash flows.

- ***We are involved from time to time in various legal and regulatory proceedings and claims, which could adversely affect our financial performance.***

We are involved in various legal and regulatory proceedings and claims that, from time to time, are significant. These are typically claims that arise in the normal course of business, including, without limitation, commercial or contractual disputes, including disputes with our customers, suppliers or competitors, intellectual property matters, personal injury claims, environmental matters, tax matters, employment matters and antitrust matters. No assurances can be given that such proceedings and claims will not adversely affect our financial condition, operating results and cash flows.

- ***The continuing focus on human rights and environmental laws and regulations, as well as related customer requirements, globally could cause us to incur significant costs.***

Concerns over human rights, environmental pollution and climate change have produced significant legislative and regulatory efforts globally. In addition, our customers have imposed various requirements on their suppliers, including us, in response to these concerns. We expect that these regulatory and customer requirements will continue to increase in number and breadth of scope for the foreseeable future, thereby affecting our business. Complying with these requirements will likely require us to incur costs, make investments in new innovations and/or change product and production processes, certain of which could be significant. If we fail to comply with these requirements, we could be subject to lost business opportunities and/or future liabilities, which could adversely affect our reputation, business, financial condition, operating results and cash flows.

- ***New laws or regulations or changes in existing laws or regulations could adversely affect our financial performance.***

We and the automotive industry are subject to a variety of federal, state, local and foreign laws and regulations, including those related to health, safety and, increasingly, sustainability matters. Governmental regulations also affect taxes and levies, capital markets, healthcare costs, energy usage, data privacy, international trade and immigration, human rights and other labor issues (including labor costs), all of which may have a direct or indirect effect on our business and the businesses of our customers and suppliers. We cannot predict the substance or impact of pending or future legislation or regulations, or the application thereof. The introduction of new laws or regulations or changes in existing laws or regulations, or the interpretation thereof, could increase the costs of doing business for us or our customers or suppliers or restrict our actions and adversely affect our financial condition, operating results and cash flows.

- ***We may incur fines or penalties, damage to our reputation or other adverse consequences if our employees, suppliers, sub-suppliers or other contract parties, agents or business partners violate anti-bribery, competition, export and import, trade sanctions, data privacy, environmental, human rights or other laws.***

We are subject to regulation under a wide variety of U.S. federal and state and non-U.S. laws, regulations and policies, including laws related to anti-corruption, human rights, anti-bribery, export and import compliance, trade sanctions, data privacy, anti-trust and money laundering, due to our domestic and global operations. In particular, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to government officials for the purpose of obtaining or retaining business, and we operate in many parts of the world that have experienced government corruption to some degree. We cannot provide assurance our internal controls will always protect us from the improper conduct of our employees,

suppliers, sub-suppliers or other contract parties, agents and business partners. Violations of these laws, which are complex, may conflict with laws of other jurisdictions and often are difficult to interpret and apply, could subject us to civil or criminal investigations in the United States and other jurisdictions, could lead to substantial civil or criminal, monetary and non-monetary penalties and related stockholder lawsuits, could lead to increased costs of compliance and could damage our reputation, business, financial condition, operating results and cash flows.

- ***We are required to comply with environmental laws and regulations that could cause us to incur significant costs.***

Our manufacturing facilities are subject to numerous laws and regulations designed to protect the environment, and we expect that additional requirements with respect to environmental matters will be imposed on us and our customers in the future. Material future expenditures may be necessary if compliance standards change or material unknown conditions that require remediation are discovered. Environmental laws could also restrict our ability to expand our facilities or could require us to acquire costly equipment or to incur other significant expenses in connection with our business. If we fail to comply with present and future environmental laws and regulations, we could be subject to future liabilities, which could adversely affect our financial condition, operating results and cash flows.

- ***Developments or assertions by or against us relating to intellectual property rights could adversely affect our financial performance.***

We own significant intellectual property, including a large number of patents, trademarks, copyrights and trade secrets, and we are involved in numerous licensing arrangements. Our intellectual property plays an important role in maintaining our competitive position in a number of the markets that we serve. Developments or assertions by or against us relating to intellectual property rights could adversely affect our financial condition, operating results and cash flows.

- ***International trade policies, including protectionist trade policies, such as tariffs and sanctions, could adversely affect our financial performance.***

Because of the interconnectedness of the global economy, policy changes in one area of the world can have an immediate and material adverse impact on markets around the world. Changes in international trade policies, including: (i) changes in policies pertaining to the environment; (ii) changes to existing trade agreements; (iii) greater restrictions on free trade generally; and (iv) significant increases in customs duties and tariffs on goods imported into the United States, can adversely affect our financial condition and operating results.

The United States-Mexico-Canada Agreement ("USMCA"), which serves as the successor agreement to the North American Free Trade Agreement, became effective on July 1, 2020. There can be no assurance that the ongoing transition to the higher North American automotive content requirements in the USMCA will not adversely affect our business. In addition, China presents unique risks to U.S. automotive manufacturers due to the strain in U.S.-China relations, China's unique regulatory landscape and the level of integration with key components in our global supply chain. It remains unclear what specific actions the current U.S. administration may take to resolve trade-related issues with China and other countries.

Further, the U.S. government, other governments and international organizations could impose additional tariffs, sanctions or export controls that could restrict us from doing business directly or indirectly in or with certain countries or parties, which could include affiliates. Any of the above could impact our supply chain, as well as our operations, and adversely affect our financial condition and operating results.

ITEM 1B – UNRESOLVED STAFF COMMENTS

None.

ITEM 1C – CYBERSECURITY

Risk Management and Strategy

We have implemented and maintain multiple layers of physical, administrative and technical security processes designed to protect our manufacturing facilities from disruptions that may result from cybersecurity incidents, as well as safeguard the confidentiality of our critical systems, and data residing on those systems, including employee data, customer data and intellectual property. Our risk assessment and management of material risks from cybersecurity threats is integrated into our overall enterprise risk management process, as well as our information systems processes. Our strategy includes regular formal risk assessments, dynamic risk and threat analysis, utilization of security tools, regular cybersecurity-related tabletop and phishing exercises designed to simulate cybersecurity incidents, and frequent security awareness and technical security trainings. We conduct periodic internal and third-party assessments to evaluate our cybersecurity posture and test and assess our incident response program, incident roles and responsibilities, material impact evaluation, and decision-making processes in the event of a cybersecurity incident. We use our risk and security assessments to enhance our information security capabilities. We also have an internal employee network of hundreds of security awareness ambassadors from diverse functions throughout our global locations who inform our personnel concerning threat awareness and cybersecurity risk mitigation.

Depending on the environment, we implement and maintain various technical, physical and organizational measures, processes, standards and policies designed to manage and mitigate material risks from cybersecurity threats to our information systems and data, including an incident response policy, plan, procedures and scenario-based playbooks, an incident detection and response program, a vulnerability management program, disaster recovery and business continuity plans, risk assessment processes, security standards, network security controls, access controls, systems monitoring, employee awareness training and cybersecurity insurance. We have obtained Trusted Information Security Assessment Exchange (TISAX) certification labels at multiple global locations.

Our internal information security team oversees and works collaboratively with various information security service providers. Our cybersecurity program incorporates external guidance and expertise through the use of third-party service providers to assist in the identification, assessment and management of risks specific to cybersecurity threats, including vendors providing threat intelligence, risk mitigation, dark web monitoring, external scanning and scoring, threat and reputation monitoring, forensics, cyber-insurance, advisory services and legal counsel. We use a managed security service provider to augment our internal information security team and to provide additional monitoring capabilities. We also have a vendor management program addressing cybersecurity risk associated with application providers, hosting services and information technology support services we may retain. This program includes security questionnaires, review of vendor security programs, review of security assessments and assurance reports, vulnerability scans, and direct inquiries and collaboration with our vendors' security personnel. Our vendor management process involves different levels of assessment depending on the services provided by the vendor, the sensitivity of the related information systems and data, and the identity of the provider. It is designed to help identify cybersecurity risks associated with a provider and impose contractual obligations related to cybersecurity on the provider.

We have an incident response plan that includes scenario-based playbooks for managing cybersecurity incidents and associated crisis communication procedures designed to facilitate coordination across the Company and with our partners, customers, the public and others.

For the year ended December 31, 2023, there have been no risks from cybersecurity threats that have materially affected or are reasonably likely to materially affect our business strategy, results of operations or financial condition. For a description of risks related to our information technology systems, including cybersecurity threats, see Item 1A, "Risk Factors."

In addition, we have product cybersecurity risk assessment and management processes in place within our E-Systems business, where our products are more susceptible to cybersecurity threats, that align our internal policies, standards and development practices with customer requirements and industry standards, including the International Organization for Standardization ("ISO") 21434 control framework specific to road vehicle cybersecurity engineering. We received our ISO 21434 Road Vehicle Cybersecurity Engineering certification in 2023.

Governance

Our Board of Directors (the "Board") addresses our cybersecurity risk management as part of its general oversight function. The Audit Committee of the Board (the "Audit Committee") is responsible for overseeing our cybersecurity risk management processes, including our assessment and mitigation of material risks from cybersecurity threats. The Audit Committee receives regular reports, summaries or presentations related to cybersecurity threats, risk, mitigation and related processes from the Chief Information Officer ("CIO") and Chief Information Security Officer ("CISO"). In addition, on at least an annual basis, the Board receives reports, summaries or presentations related to cybersecurity threats, risk, mitigation and related processes.

Our cybersecurity risk assessment and management processes are implemented and maintained by our CIO and CISO, who are supported by other members of management, as necessary. Our CIO and CISO are responsible for approving budgets,

cybersecurity incident preparedness, approving cybersecurity processes, reviewing security assessments and other security-related reports, and providing the Chief Financial Officer ("CFO") with regular updates on cybersecurity-related matters. Our CIO has served in this role for three years and has more than 28 years of relevant experience, including previous roles as the CIO for two companies and the divisional information technology leader for two companies. Our CISO, who reports to the CIO, has served in this role for two years and has more than 28 years of relevant experience, including a focus on information security and cybersecurity for the last 15 years. Our CISO was previously the CISO for another automotive supplier. In addition, our CISO is very engaged in the cybersecurity community through current and past involvement with organizations such as the chair of General Motors Supplier Automotive Community and a member of Automotive Information Sharing and Analysis Center, Michigan Infragard, Domestic Security Alliance Council and the European Association of Automotive Suppliers cybersecurity workgroup. In addition, we have an information security team comprised of dozens of employees dedicated to cybersecurity with extensive experience and relevant certifications. The CIO and CISO are responsible for hiring appropriate personnel, assisting with the integration of cybersecurity risk considerations into our overall risk management strategy, communicating key priorities to relevant personnel, and mitigating and remediating in the event of a cybersecurity incident. Our product cybersecurity risk assessment and management processes are implemented and maintained by E-Systems management, including the Division President; Vice President of Global Strategy, Product Management and Electronics Engineering; and Vice President of Product Integrity and Technology. Our product security team within our E-Systems business consists of a team of employees dedicated to product cybersecurity engineering.

Our cybersecurity incident response and vulnerability management programs are designed to escalate certain cybersecurity incidents to various levels of management depending on the circumstances, including our CIO, CISO, General Counsel, Division Presidents, CFO and/or Chief Executive Officer (collectively, "Senior Management") and, in the instance of product cybersecurity, our E-Systems Safety Committee. Senior Management works with our incident response team to help mitigate and remediate certain escalated cybersecurity incidents. In addition, our incident response and vulnerability management programs include reporting certain cybersecurity incidents to the Audit Committee and, in certain circumstances, to the Board.

ITEM 2 – PROPERTIES

As of December 31, 2023, our properties include just-in-time manufacturing facilities, component manufacturing facilities, sequencing and distribution sites, and dedicated administrative/technical support facilities in 38 countries. A summary of these properties by operating segment and by region is shown below:

	North America	Europe and Africa	Asia	South America	Total
Seating	62	75	41	10	188
E-Systems	17	26	17	4	64
	79	101	58	14	252

In addition, we have 13 general administrative/technical support facilities. Our properties include seven advanced technology centers (one at our corporate headquarters in Southfield, Michigan, one additional in North America, two in Europe and three in Asia). Of our 265 total properties, 96 are owned and 169 are leased.

ITEM 3 – LEGAL PROCEEDINGS

Legal and Environmental Matters

We are involved from time to time in various legal proceedings and claims, including, without limitation, commercial or contractual disputes, product liability claims, and environmental and other matters. For a description of risks related to various legal proceedings and claims, see Item 1A, "Risk Factors." For a description of our outstanding material legal proceedings, see Note 14, "Legal and Other Contingencies," to the consolidated financial statements included in this Report.

ITEM 4 – MINE SAFETY DISCLOSURES

Not applicable.

SUPPLEMENTARY ITEM – INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The following table sets forth the names, ages and positions of our executive officers. Executive officers are appointed annually by our Board of Directors (the "Board") and serve at the pleasure of our Board.

Name	Age	Position
Jason M. Cardew	53	Senior Vice President and Chief Financial Officer
Alicia J. Davis	53	Senior Vice President and Chief Strategy Officer
Amy A. Doyle	56	Vice President and Chief Accounting Officer
Carl A. Esposito	56	Senior Vice President and President, E-Systems
Harry A. Kemp	48	Senior Vice President, Chief Administrative Officer and General Counsel
Frank C. Orsini	51	Executive Vice President and President, Seating
Raymond E. Scott	58	President and Chief Executive Officer
Marianne Vidershain	44	Vice President and Treasurer

Set forth below is a description of the business experience of each of our executive officers.

<i>Jason M. Cardew</i>	Mr. Cardew is the Company's Senior Vice President and Chief Financial Officer, a position he has held since November 2019. Mr. Cardew most recently served as the Company's Vice President, Finance - Seating and E-Systems since September 2018. Prior to that, he served as the Company's Vice President, Finance - Seating since April 2012. Previously, he served as the Company's Vice President and Interim Chief Financial Officer since September 2011, Vice President, Finance - Financial Planning and Analysis since April 2010, Vice President, Finance - Seating since 2008, Vice President - Finance since 2003 and in various financial roles since joining the Company in 1992.
<i>Alicia J. Davis</i>	Ms. Davis is the Company's Senior Vice President and Chief Strategy Officer, a position she has held since May 2021. Ms. Davis most recently served as the Company's Senior Vice President, Corporate Development and Investor Relations since September 2019. Prior to that, she served as the Company's Vice President, Investor Relations since joining the Company in August 2018. Prior to joining the Company, Ms. Davis was on the faculty at the University of Michigan Law School since June 2004, where she most recently served as a Professor and the Associate Dean for Strategic Initiatives. Ms. Davis continues to teach at the University of Michigan Law School as a Professor from Practice. Previous to that, she was a lawyer at Kirkland & Ellis since June 2002, a Vice President at Raymond James & Associates since August 1999 and an Investment Banking Analyst at Goldman Sachs from August 1993 to June 1995.
<i>Amy A. Doyle</i>	Ms. Doyle is the Company's Vice President and Chief Accounting Officer, a position she has held since May 2017. Ms. Doyle most recently served as the Company's Assistant Corporate Controller since September 2006. Previously, she served in positions of increasing responsibility at the Company, including Director, Financial Reporting since 2003 and Manager, Financial Reporting since joining the Company in 1999. Prior to joining the Company, Ms. Doyle served as an audit manager for Arthur Andersen LLP.
<i>Carl A. Esposito</i>	Mr. Esposito is the Company's Senior Vice President and President, E-Systems, a position he has held since joining the Company in September 2019. Prior to joining the Company, Mr. Esposito served at Honeywell Aerospace, a division of Honeywell International Inc., as President of the Electronic Solutions Strategic Business Unit from January 2017 to July 2019 and at Honeywell International Inc. as Vice President of Aerospace Marketing, Product Management and Strategy since December 2010, Vice President of Avionics Systems Marketing and Product Management since December 2009, Vice President of Global Business Aviation Sales and EMEA Customer Support since January 2007 and in various other roles since 1990.

<i>Harry A. Kemp</i>	Mr. Kemp is the Company's Senior Vice President, Chief Administrative Officer and General Counsel, a position he has held since January 2023. In this role, Mr. Kemp has responsibility for the Company's Compliance and Environmental, Social and Governance activities. Mr. Kemp most recently served as the Company's Senior Vice President, General Counsel and Corporate Secretary since August 2019. Prior to that, Mr. Kemp served as the Company's Vice President and Corporate Counsel since January 2019. Previously, he served as the Company's Vice President and Divisional Counsel - Seating since September 2016 and Vice President and Divisional Counsel - E-Systems since joining the Company in December 2009. Prior to joining the Company, Mr. Kemp was a partner at Bodman PLC since 2003 and served as an engagement manager at McKinsey and Company, a global management consulting firm, since 2000.
<i>Frank C. Orsini</i>	Mr. Orsini is the Company's Executive Vice President and President, Seating, a position he has held since March 2018. Mr. Orsini most recently served as the Company's Senior Vice President and President, E-Systems since September 2012. Prior to that, he served as the Company's Vice President and Interim President, E-Systems since October 2011. Previously, he served as the Company's Vice President, Operations, E-Systems since 2009, Vice President, Sales, Program Management & Manufacturing, E-Systems since 2008, Vice President, North America Seating Operations since 2005 and in various other management positions since joining the Company in 1994.
<i>Raymond E. Scott</i>	Mr. Scott is the Company's President and Chief Executive Officer, a position he has held since March 2018. Mr. Scott most recently served as the Company's Executive Vice President and President, Seating since November 2011. Prior to that, he served as the Company's Senior Vice President and President, E-Systems since February 2008. Previously, he served as the Company's Senior Vice President and President, North American Seat Systems Group since August 2006, Senior Vice President and President, North American Customer Group since June 2005, President, European Customer Focused Division since June 2004 and President, General Motors Division since November 2000.
<i>Marianne Vidershain</i>	Ms. Vidershain is the Company's Vice President and Treasurer, a position she has held since February 2021. Ms. Vidershain most recently served as the Company's Assistant Treasurer since January 2018. Prior to that, she served as the Company's Director, Global Financial Planning & Analysis since January 2015. Previously, she served as the Company's Director, Finance – Global Purchasing since February 2014, Director, Capital Markets and Subsidiary Finance since April 2010, Treasury Manager since January 2007 and in various other treasury positions since joining the Company in 2004.

PART II**ITEM 5 – MARKET FOR THE COMPANY'S COMMON EQUITY,
RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES****Market Information**

Our common stock is listed on the New York Stock Exchange under the symbol "LEA."

Dividends

We currently expect to pay quarterly cash dividends in the future, although such payments are at the discretion of our Board of Directors (the "Board") and will depend upon our financial condition, results of operations, capital requirements, alternative uses of capital and other factors that our Board may consider at its discretion. See Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Forward-Looking Statements," and Note 12, "Capital Stock, Accumulated Other Comprehensive Loss and Equity," to the consolidated financial statements included in this Report.

Holders of Common Stock

The Transfer Agent and Registrar for our common stock is Computershare Trust Company, N.A., located in Canton, Massachusetts. On February 5, 2024, there were 219 registered holders of record of our common stock.

For certain information regarding our equity compensation plans, see Part III — Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters — Equity Compensation Plan Information."

Common Stock Share Repurchase Program

Since the first quarter of 2011, our Board has authorized \$6.1 billion in share repurchases under our common stock share repurchase program. As of December 31, 2023, we have repurchased, in aggregate, \$5.2 billion of our outstanding common stock, at an average price of \$93.43 per share, excluding commissions and related fees, and have a remaining repurchase authorization of \$0.9 billion, which expires on December 31, 2024.

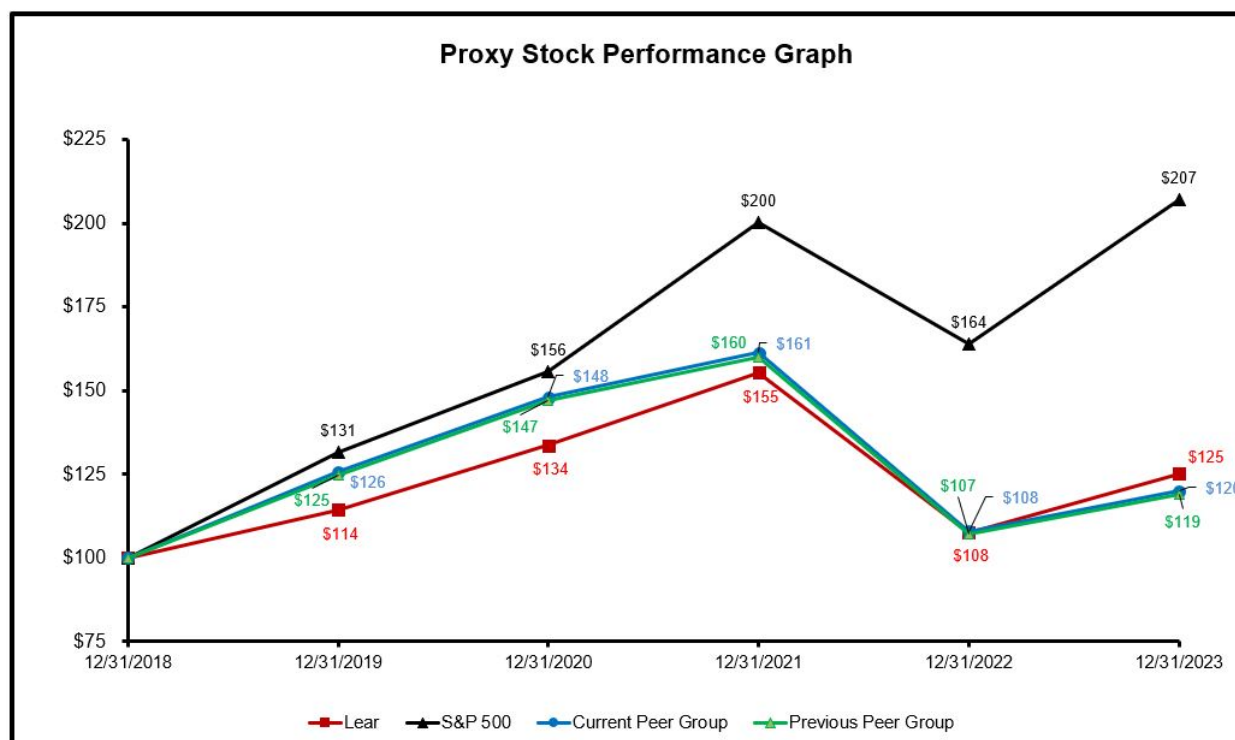
We may implement share repurchases through a variety of methods, including, but not limited to, open market purchases, accelerated stock repurchase programs and structured repurchase transactions. The extent to which we may repurchase our outstanding common stock and the timing of such repurchases will depend upon our financial condition, results of operations, capital requirements, prevailing market conditions, alternative uses of capital and other factors. See Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations — Forward-Looking Statements," and Note 12, "Capital Stock, Accumulated Other Comprehensive Loss and Equity," to the consolidated financial statements included in this Report.

A summary of the shares of our common stock repurchased during the fiscal quarter ended December 31, 2023, is shown below:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Program (in millions)
October 1, 2023 through October 28, 2023	—	\$ —	—	\$ 1,091.4
October 29, 2023 through November 25, 2023	474,550	\$ 130.75	474,550	1,029.4
November 26, 2023 through December 31, 2023	816,089	\$ 138.53	816,089	916.3
Total	1,290,639	\$ 135.67	1,290,639	\$ 916.3

Performance Graph

The following graph compares the cumulative total stockholder return from December 31, 2018 through December 31, 2023, for our common stock, the S&P 500 Index and a peer group⁽¹⁾ of companies that we have selected for purposes of this comparison. We have assumed that dividends have been reinvested, and the returns of each company in the S&P 500 Index and the peer group have been weighted to reflect relative stock market capitalization. The graph below assumes that \$100 was invested on December 31, 2018, in each of our common stock, the stocks comprising the S&P 500 Index and the stocks comprising the peer group.



	December 31, 2018	December 31, 2019	December 31, 2020	December 31, 2021	December 31, 2022	December 31, 2023
Lear Corporation	\$ 100.00	\$ 114.38	\$ 133.71	\$ 155.37	\$ 107.67	\$ 125.33
S&P 500	\$ 100.00	\$ 131.47	\$ 155.65	\$ 200.29	\$ 163.98	\$ 207.04
Current Peer Group ⁽¹⁾	\$ 100.00	\$ 125.73	\$ 148.12	\$ 161.40	\$ 108.05	\$ 119.97
Previous Peer Group ⁽¹⁾	\$ 100.00	\$ 124.93	\$ 147.09	\$ 160.01	\$ 107.01	\$ 118.99

⁽¹⁾ We do not believe that there is a single published industry or line of business index that is appropriate for comparing stockholder returns. As a result, we have selected a peer group comprised of representative independent automotive suppliers whose common stock is publicly traded. Our peer group, referenced in the graph above, consists of Adient plc, American Axle & Manufacturing Holdings Inc., Aptiv PLC, Autoliv, Inc., BorgWarner Inc., Continental AG, Dana Incorporated, Forvia SE (formerly known as Faurecia), Gentex Corporation, Gentherm Incorporated, Magna International, Inc., Valeo and Visteon Corporation, which we believe provides a more meaningful comparison of stock performance than our previous peer group. Our previous group, referenced in the graph above, consisted of Adient plc, American Axle & Manufacturing Holdings Inc., Aptiv PLC, Autoliv, Inc., BorgWarner Inc., Continental AG, Cooper-Standard Holdings Inc., Dana Incorporated, Faurecia, Gentex Corporation, Gentherm Incorporated, Magna International, Inc., Valeo and Visteon Corporation.

ITEM 6 – RESERVED

ITEM 7 – MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Executive Overview

Lear Corporation is a global automotive technology leader in Seating and E-Systems, enabling superior in-vehicle experiences for consumers around the world. We supply complete seat systems, key seat components, complete electrical distribution and connection systems, high-voltage power distribution products, including battery disconnect units ("BDUs"), low-voltage power distribution products, electronic controllers and other electronic products to all of the world's major automotive manufacturers.

Lear is built on a foundation and strong culture of innovation, operational excellence, and engineering and program management capabilities. We use our product, design and technological expertise, as well as our global reach and competitive manufacturing footprint, to achieve our financial goals and objectives. These include continuing to deliver profitable growth balancing risks and returns, investing in innovation to drive business growth and profitability, maintaining a strong balance sheet with investment grade credit metrics, and consistently returning capital to our stockholders. Further, we have aligned our strategy with key trends affecting our business — primarily electrification. At Lear, we are *Making every drive better*[™] by providing technology for safer, smarter and more comfortable journeys, while adhering to our values — *Be Inclusive. Be Inventive. Get Results the Right Way*.

Our business is organized under two reporting segments: Seating and E-Systems. Each of these segments has a varied product and technology portfolio across a number of component categories.

Our Seating business consists of the design, development, engineering and manufacture of complete seat systems and key seat components. Our capabilities in operations and supply chain management enable synchronized assembly and just-in-time delivery of complex complete seat systems at high volumes to our customers. As the most vertically integrated global seat supplier, our key seat component product offerings include seat trim covers; surface materials such as leather and fabric; seat mechanisms; seat foam; thermal comfort systems such as seat heating, ventilation, active cooling, pneumatic lumbar and massage products; and headrests. All of these products are compatible with traditional internal combustion engine ("ICE") architectures and electrified powertrains, including the full range of hybrid, plug-in hybrid and battery electric architectures. Our thermal comfort systems are facilitated by our seat system, component and integration capabilities, together with our competencies in electronics, sensors, software and algorithms.

Our E-Systems business consists of the design, development, engineering and manufacture of complete electrical distribution and connection systems; high-voltage power distribution products, including BDUs; and low-voltage power distribution products, electronic controllers and other electronic products. These capabilities enable us to provide our customers with customizable solutions with optimized designs at competitive costs for both low-voltage and high-voltage vehicle architectures. Electrical distribution and connection systems utilize low-voltage and high-voltage wire, high-speed data cables and flat wiring to connect networks and electrical signals and manage electrical power within the vehicle for all types of powertrains – from traditional ICE architectures to the full range of electrified powertrains that require management of higher voltage and power. Key components of our electrical distribution and connection systems portfolio include wire harnesses, terminals and connectors, high-voltage battery connection systems and engineered components. High-voltage battery connection systems include intercell connect boards, bus bars and main battery connection systems. High-voltage power distribution products control the flow and distribution of high-voltage power throughout electrified vehicles and include BDUs which control all electrical energy flowing into and out of high-voltage batteries in electrified vehicles. Low-voltage power distribution products, electronic controllers and other electronic products facilitate signal, data and/or power management within the vehicle and include the associated software required to facilitate these functions. Key components of our other electronic products portfolio include zone control modules, body domain control modules and low-voltage and high-voltage power distribution modules. Our software offerings include embedded control, cybersecurity software and software to control hardware devices. Our customers traditionally have sourced our electronic hardware together with the software that we embed in it.

We serve all of the world's major automotive manufacturers through both our Seating and E-Systems businesses, and we have automotive content on more than 475 vehicle nameplates worldwide. It is common for us to have both seating and electrical and/or electronic content on the same vehicle platform.

Our businesses benefit globally from leveraging common operating standards and disciplines, including world-class product development and manufacturing processes, as well as common customer support and regional infrastructures, all of which contribute to our reputation for operational excellence. Our core capabilities are shared across component categories and include high-precision manufacturing and assembly with short lead times, complex, global supply chain management, global engineering and program management, the agility to establish and/or transfer production between facilities quickly, and a unique, customer-focused culture. In select instances, we are able to manufacture both Seating and E-Systems components in the same facility. Our businesses also utilize proprietary, industry-specific processes and standards, leverage common low-cost engineering centers and share centralized operating support functions. These functions include health and safety, logistics,

quality, supply chain management and all major administrative functions, such as corporate finance, executive administration, human resources, information technology and legal. We continue to build on our reputation for operational excellence through investment in Industry 4.0 technologies. Industry 4.0 refers to the current era of digital transformation in manufacturing. It involves the integration of new technologies, such as Industrial Internet of Things (IIoT), cloud computing, artificial intelligence (AI), machine learning and advanced automation, into production facilities and business operations. These technologies enable smart and automated machines and smart factories to communicate, analyze and optimize processes and products, resulting in higher efficiency, quality and responsiveness to customers.

Industry Overview

Our sales are driven by the number of vehicles produced by the automotive manufacturers, which is ultimately dependent on consumer demand for automotive vehicles and the availability of raw materials and components, and our content per vehicle. In 2020, the automotive industry experienced a significant decline in global production volumes as a result of the COVID-19 pandemic. In 2022, industry production recovered modestly, increasing 8% compared to 2021. In 2023, industry production increased 9% compared to 2022. This reflects a return to 2019 pre-pandemic production levels but remains 5% below 2017 peak levels. Since 2020, the global economy, as well as the automotive industry, have been influenced directly and indirectly by macroeconomic events resulting in unfavorable conditions, including shortages of semiconductor chips and other components, elevated inflation levels on commodities and labor, higher interest rates, and labor and energy shortages in certain markets. Beginning in the third quarter of 2023 and continuing into the fourth quarter of 2023, the automotive industry was impacted by labor strikes and related disruptions at certain facilities in the United States. Certain of these factors, among others, continue to impact consumer demand, as well as the ability of automotive manufacturers to produce vehicles to meet demand. Our strategy to mitigate these impacts encompasses our comprehensive cost management process, including cost technology optimization, actions to further align our manufacturing capacity to the current industry production environment and investments in Industry 4.0 technologies. This will allow us to enhance operational efficiencies, improve the utilization of existing facilities and equipment to reduce future expenditures, and streamline and automate administrative functions. For a description of risks related to macroeconomic events, see Item 1A, "Risk Factors."

Global automotive industry production volumes in 2023, as compared to 2022, are shown below (in thousands of units):

	2023 ⁽¹⁾	2022 ⁽¹⁾⁽²⁾	% Change
North America	15,647.8	14,296.2	9 %
Europe and Africa	18,259.5	16,218.7	13 %
Asia	50,147.8	46,049.2	9 %
South America	2,817.9	2,716.5	4 %
Other	1,746.2	1,769.1	(1 %)
Global light vehicle production	88,619.2	81,049.7	9 %

⁽¹⁾ Production data based on S&P Global Mobility.

⁽²⁾ Production data for 2022 has been updated from our 2022 Annual Report on Form 10-K to reflect actual production levels.

Automotive sales and production can also be affected by the age of the vehicle fleet and related scrappage rates, labor relations issues and shortages, fuel prices, regulatory requirements, government initiatives, trade agreements, tariffs and other non-tariff trade barriers, the availability and cost of credit, the availability and cost of critical components needed to complete the production of vehicles, logistics issues, restructuring actions of our customers and suppliers, facility closures and increased competition, as well as consumer preferences regarding vehicle powertrains (including preferences regarding hybrid and electric vehicles), size, configuration and features, among other factors. Our operating results are also significantly impacted by the overall commercial success of the vehicle platforms for which we supply particular products, as well as the profitability of the products, including the level of vertical integration, that we supply for these platforms. The loss of business with respect to any vehicle model for which we are a significant supplier, or a decrease in the production levels of any such models, could adversely affect our operating results. In addition, larger cars and light trucks, as well as vehicle platforms that offer more features and functionality, such as luxury, sport utility and crossover vehicles, typically have more content and, therefore, tend to have a more significant impact on our operating results.

Our percentage of consolidated net sales by region in 2023 and 2022 is shown below:

	2023	2022
North America	40 %	43 %
Europe and Africa	37 %	33 %
Asia	19 %	20 %
South America	4 %	4 %
Total	100 %	100 %

Our ability to reduce the risks inherent in certain concentrations of our business, and thereby maintain our financial performance in the future, will depend, in part, on our ability to continue to diversify our sales on a customer, product, platform and geographic basis to reflect the market overall.

The automotive industry, and our business, continue to be shaped by the broad trend of electrification, which is likely to be at the forefront of the industry for the foreseeable future. Demand for, and regulatory developments related to, improved energy efficiency and sustainability (e.g., government mandates related to fuel economy and carbon emissions) are significant drivers of this trend.

Through our products, technology and strategic initiatives, we are well positioned to capitalize on business growth opportunities. We are focused on profitably growing our businesses and have implemented a strategy designed to deliver industry-leading, long-term financial returns. This strategy is based on the following four pillars designed to drive growth and profitability in both of our business segments:

- Extend our market leadership position in Seating with priceable features;
- Transform our E-Systems business through accelerated growth in connection systems, vehicle architecture evolution and electrification, and the rationalization of our product portfolio to improve profitability;
- Build on our reputation for operational excellence through investment in Industry 4.0 technologies; and
- Prioritize people and the planet through our sustainability initiatives to drive business growth, cost reductions and improved employee retention.

For further information related to our strategy, see Part 1 — Item 1, "Business — Industry" and "— Strategy."

Our customers typically require us to reduce our prices over the life of a vehicle model and, at the same time, assume significant responsibility for the design, development and engineering of our products. Our financial performance is largely dependent on our ability to offset these price reductions with product cost reductions through product design enhancement, supply chain management, manufacturing efficiencies and restructuring actions. We also seek to enhance our financial performance by investing in product development, design capabilities and new product initiatives that respond to and anticipate the needs of our customers and consumers. We continually evaluate operational and strategic alternatives to improve our business structure and align our business with the changing needs of our customers and major industry trends affecting our business.

Our material cost as a percentage of net sales was 65.2% in 2023, as compared to 66.1% in 2022 and 65.4% in 2021. Raw material, energy, commodity and product component costs can be volatile, reflecting, among other things, changes in supply and demand, logistics issues, global trade and tariff policies, and geopolitical issues. Our primary commodity cost exposures relate to steel, copper and leather. We have developed and implemented strategies to mitigate the impact of such costs through the selective in-sourcing of components, the continued consolidation of our supply base, longer-term purchase commitments, contractual recovery mechanisms and the selective expansion of low-cost country sourcing and engineering, as well as value engineering and product benchmarking. Further, our exposure to changes in steel prices is primarily indirect, through purchased components, and a significant portion of our copper, leather and direct steel purchases are subject to price index agreements with our customers and suppliers. Certain of these strategies also may limit our opportunities in a declining price environment. In the current environment of elevated raw material, energy, commodity and product component costs, these strategies, together with commercial negotiations with our customers and suppliers, have offset a significant portion of the adverse impact. In addition, the availability of raw materials, energy, commodities and product components fluctuates from time to time due to factors outside of our control. If these costs increase or availability is restricted, it could have an adverse impact on our operating results in the foreseeable future. See Part I — Item 1A, "Risk Factors — Increases in the costs and restrictions on the availability of raw materials, energy, commodities, product components and labor could adversely affect our financial performance," and "— Forward-Looking Statements" below.

Financial Measures

In evaluating our financial condition and operating performance, we focus primarily on earnings, operating margins, cash flows and return on invested capital. Our strategy includes expanding our business with new and existing customers globally through new products, including those aligned with the trend toward electrification. We have also increased our vertical integration capabilities globally, as well as expanded our component manufacturing capacity in Asia, Eastern Europe, Mexico and Northern Africa and our low-cost engineering capabilities in Asia, Eastern Europe and Northern Africa.

Our success in generating cash flow will depend, in part, on our ability to manage working capital effectively. Working capital can be significantly impacted by the timing of cash flows from sales and purchases. Historically, we generally have been successful in aligning our supplier payment terms with our customer payment terms. However, our ability to continue to do so may be impacted by adverse automotive industry conditions, including inconsistent production schedules due to supply shortages, changes to our customers' payment terms and the financial condition of our suppliers. In addition, our cash flow is impacted by our ability to manage our inventory and capital spending effectively. We utilize return on invested capital as a measure of the efficiency with which our assets generate earnings. Improvements in our return on invested capital will depend on our ability to maintain an appropriate asset base for our business and to increase productivity and operating efficiency.

Acquisitions

2023

In April 2023, we completed the acquisition of I.G. Bauerhin ("IGB"), a privately held supplier of automotive seat heating, ventilation and active cooling, steering wheel heating, seat sensors and electronic control modules, headquartered in Grundau-Rothenbergen, Germany. IGB has more than 4,600 employees at nine manufacturing plants in seven countries. The acquisition furthers our comprehensive strategy to develop and integrate a complete portfolio of thermal comfort systems for automotive seating. IGB provides active cooling, as well as additional scale to our seat heating and ventilation capabilities and complements the lumbar and massage capabilities obtained with our acquisition of Kongsberg Automotive's Interior Comfort Systems business unit ("Kongsberg ICS") in February 2022. Further, the vertical integration opportunities provided by this acquisition help support our goal of achieving global market share gains in seat systems. We paid approximately \$175 million, net of cash acquired, in connection with the acquisition. On May 1, 2023, we borrowed \$150 million under our delayed-draw term loan facility (the "Term Loan") to finance, in part, the acquisition of IGB. For further information, see Note 4, "Acquisitions," to the consolidated financial statements included in this Report.

2022

In February 2022, we completed the acquisition of substantially all of Kongsberg ICS, which specializes in thermal comfort systems. With almost 50 years of experience in thermal comfort systems, Kongsberg ICS has leading technology, a well-balanced customer portfolio built on longstanding relationships with leading premium automotive manufacturers, and an experienced team. The Kongsberg ICS acquisition is advancing our seat component capabilities into specialized thermal comfort systems, such as seat heating, ventilation, lumbar and massage products that further differentiate our product offerings and improve vehicle performance and packaging — important features across various vehicle segments. We paid approximately \$188 million, on a cash and debt free basis, in connection with the acquisition. For further information, see Note 4, "Acquisitions," to the consolidated financial statements included in this Report.

In May 2022, we completed the acquisition of Thagora Technology SRL ("Thagora"), a privately held company based in Iasi, Romania, to access scalable smart-manufacturing technology. Thagora's proprietary solutions complement our sustainable manufacturing processes by improving the production yield of our Seating segment's surface materials operations and lowering energy usage during production. In addition, Thagora's Industry 4.0 technologies bring significant advances to our manufacturing operations through engineering and logistics enhancements, including improved material traceability and facility footprint utilization capabilities. The acquisition is not material to the consolidated financial statements included in this Report.

In November 2022, we completed the acquisition of InTouch Automation ("InTouch"), a privately held supplier of Industry 4.0 technologies and complex automated testing equipment critical in the production of automotive seats. InTouch's product portfolio is aligned with our Industry 4.0 strategy to implement technologies designed to automate the testing and validation of seat components and complete seats. The acquisition is not material to the consolidated financial statements included in this Report.

Operational Restructuring

In 2023, we incurred pretax restructuring costs of \$133 million and related manufacturing inefficiency charges of approximately \$1 million, as compared to pretax restructuring costs of \$154 million and related manufacturing inefficiency charges of approximately \$5 million in 2022. None of the individual restructuring actions initiated in 2023 were material.

Further, there have been no changes in previously initiated restructuring actions that have resulted (or will result) in a material change to our restructuring costs.

Our restructuring actions include plant closures and workforce reductions and are initiated to maintain our competitive footprint or are in response to customer initiatives or changes in global and regional automotive markets. Our restructuring actions are designed to maintain or improve our operating results and profitability throughout the automotive industry cycles. Restructuring actions are generally funded within twelve months of initiation and are funded by cash flows from operating activities and existing cash balances. We expect to incur approximately \$76 million of additional restructuring costs related to activities initiated as of December 31, 2023, all of which are expected to be incurred in the next twelve months. We plan to implement additional restructuring actions in order to align our manufacturing capacity and other costs with prevailing regional automotive production levels. Such future restructuring actions are dependent on market conditions, customer actions and other factors.

For further information, see Note 5, "Restructuring," to the consolidated financial statements included in this Report.

Financing Transactions

In May 2023, we borrowed \$150 million under our Term Loan to finance, in part, the acquisition of IGB.

In November 2023, we extended the maturity date of our revolving credit facility by one year to October 28, 2027.

For further information related to our acquisition of IGB, see Note 4, "Acquisitions," to the consolidated financial statement included in this Report. For further information related to our Term Loan and our revolving credit facility, see "— Liquidity and Capital Resources — Capitalization — Credit Agreement" and "— Term Loan" below and Note 7, "Debt," to the consolidated financial statements included in this Report.

Share Repurchase Program and Quarterly Cash Dividends

We may implement share repurchases through a variety of methods, including, but not limited to, open market purchases, accelerated stock repurchase programs and structured repurchase transactions. The extent to which we may repurchase our outstanding common stock and the timing of such repurchases will depend upon our financial condition, results of operations, capital requirements, prevailing market conditions, alternative uses of capital and other factors. (see "— Forward-Looking Statements" below).

Since the first quarter of 2011, our Board of Directors (the "Board") has authorized \$6.1 billion in share repurchases under our common stock share repurchase program. In 2023, we repurchased \$313 million of shares. As of December 31, 2023, we have a remaining repurchase authorization of \$916 million, which expires on December 31, 2024.

In 2023 and 2022, our Board declared a quarterly cash dividend of \$0.77 per share of common stock in all quarters. In 2021, our Board declared a quarterly cash dividend of \$0.25 per share of common stock in the first and second quarters, a quarterly cash dividend of \$0.50 per share of common stock in the third quarter and a quarterly cash dividend of \$0.77 per share of common stock in the fourth quarter.

For further information related to our common stock share repurchase program and our quarterly cash dividends, see Item 5, "Market for the Company's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities," "— Liquidity and Capital Resources — Capitalization" below and Note 12, "Capital Stock, Accumulated Other Comprehensive Loss and Equity," to the consolidated financial statements included in this Report.

Other Matters

In 2023, we recognized net tax benefits of \$35 million related to restructuring charges, the release of valuation allowances on deferred tax assets of foreign subsidiaries, the release of tax reserves at several foreign subsidiaries and various other items.

In 2022, we recognized net tax benefits of \$34 million related to restructuring charges and various other items.

In 2021, we recognized tax benefits of \$39 million related to restructuring charges and various other items, partially offset by tax expense of \$17 million related to the net increase in valuation allowances on deferred tax assets of foreign subsidiaries and \$8 million on a \$45 million gain related to a favorable indirect tax ruling in a foreign jurisdiction.

As discussed above, our results for the years ended December 31, 2023, 2022 and 2021, reflect the following items (in millions):

For the year ended December 31,	2023	2022	2021
Costs related to restructuring actions, including manufacturing inefficiencies of \$1 million in 2023, \$5 million in 2022 and \$12 million in 2021	\$ 134	\$ 159	\$ 113
Acquisition costs	1	10	—
Acquisition-related inventory fair value adjustment	2	1	—
Impairments related to Russian operations	2	19	—
Intangible asset impairment	2	9	9
Insurance (recoveries) costs related to typhoon in the Philippines, net	(7)	(1)	13
Foreign exchange (gains) losses due to foreign exchange rate volatility related to Russia	(2)	10	—
Favorable indirect tax ruling in a foreign jurisdiction	(1)	—	(45)
Gain on acquisition-related foreign exchange contracts	—	(2)	—
Loss on extinguishment of debt	—	—	25
Loss related to investments	7	—	2
Tax benefits, net	(35)	(34)	(14)

For further information regarding these items, see Note 3, "Summary of Significant Accounting Policies," Note 4, "Acquisitions," Note 5, "Restructuring," Note 6, "Investments in Affiliates and Other Related Party Transactions," Note 7, "Debt," Note 8, "Leases," and Note 9, "Income Taxes," to the consolidated financial statements included in this Report. This section includes forward-looking statements that are subject to risks and uncertainties. For further information regarding these and other factors that have had, or may have in the future, a significant impact on our business, financial condition or results of operations, see Part I — Item 1A, "Risk Factors," and "— Forward-Looking Statements" below.

Results of Operations

A summary of our operating results in millions of dollars and as a percentage of net sales is shown below:

For the year ended December 31,	2023		2022		2021	
Net sales						
Seating	\$ 17,548.8	74.8 %	\$ 15,711.2	75.2 %	\$ 14,411.4	74.8 %
E-Systems	5,918.1	25.2	5,180.3	24.8	4,851.7	25.2
Net sales	23,466.9	100.0	20,891.5	100.0	19,263.1	100.0
Cost of sales	21,756.5	92.7	19,481.6	93.3	17,871.2	92.8
Gross profit	1,710.4	7.3	1,409.9	6.7	1,391.9	7.2
Selling, general and administrative expenses	714.7	3.0	684.8	3.3	643.2	3.3
Amortization of intangible assets	62.5	0.3	70.8	0.3	73.3	0.4
Interest expense, net	101.1	0.4	98.6	0.5	91.8	0.5
Other expense, net	54.9	0.3	46.4	0.2	0.1	—
Provision for income taxes	180.8	0.8	133.7	0.6	137.7	0.7
Equity in net income of affiliates	(49.3)	(0.2)	(33.1)	(0.2)	(15.8)	(0.1)
Net income attributable to noncontrolling interests	73.2	0.3	81.0	0.4	87.7	0.5
Net income attributable to Lear	\$ 572.5	2.4 %	\$ 327.7	1.6 %	\$ 373.9	1.9 %

Year Ended December 31, 2023, Compared With Year Ended December 31, 2022

Net sales for the year ended December 31, 2023 were \$23.5 billion, as compared to \$20.9 billion for the year ended December 31, 2022, an increase of \$2.6 billion or 12%. Higher production volumes on Lear platforms and new business in every region favorably impacted net sales by \$1.4 billion and \$0.9 billion, respectively.

(in millions)	Cost of Sales
2022	\$ 19,481.6
Material cost	1,492.8
Labor and other	748.3
Depreciation	33.8
2023	\$ 21,756.5

Cost of sales in 2023 was \$21.8 billion, as compared to \$19.5 billion in 2022. Higher production volumes on Lear platforms and new business in every region increased cost of sales.

Gross profit and gross margin were \$1.7 billion and 7.3% of net sales in 2023, as compared to \$1.4 billion and 6.7% of net sales in 2022. Higher production volumes on Lear platforms and new business positively impacted gross profit by \$308 million. The impact of favorable operating performance, including the benefit of restructuring actions, was offset by selling price reductions. These factors had a corresponding impact on gross margin.

Selling, general and administrative expenses, including engineering and development expenses, were \$715 million for the year ended December 31, 2023, as compared to \$685 million for the year ended December 31, 2022, primarily reflecting higher sales and our acquisition of IGB in 2023. As a percentage of net sales, selling, general and administrative expenses were 3.0% in 2023, as compared to 3.3% in 2022.

Amortization of intangible assets was \$63 million in 2023, including an impairment charge of \$2 million, as compared to \$71 million in 2022, including an impairment charge of \$9 million.

Interest expense, net was \$101 million in 2023, as compared to \$99 million in 2022.

Other expense, net, which includes non-income related taxes, foreign exchange gains and losses, gains and losses related to certain derivative instruments and hedging activities, gains and losses on the disposal of fixed assets, the non-service cost components of net periodic benefit cost and other miscellaneous income and expense, was \$55 million in 2023, as compared to \$46 million in 2022. In 2023, we recognized foreign exchange losses of \$53 million, including \$31 million related to the hyper-inflationary environment and significant currency devaluation in Argentina, and losses of \$7 million related to impairments of affiliates. In 2023, we also recognized gains of \$18 million related to the sales of fixed assets and \$4 million related to insurance recoveries. In 2022, we recognized foreign exchange losses of \$30 million, including losses of \$10 million related to foreign exchange rate volatility in Russia and gains of \$2 million related to foreign exchange contracts on the €140 million IGB purchase price. In 2022, we also recognized a gain of \$1 million related to insurance recoveries.

In 2023, the provision for income taxes was \$181 million, representing an effective tax rate of 23.3% on pretax income before equity in net income of affiliates of \$777 million. In 2022, the provision for income taxes was \$134 million, representing an effective tax rate of 26.3% on pretax income before equity in net income of affiliates of \$509 million.

In 2023 and 2022, the provision for income taxes was primarily impacted by the level and mix of earnings among tax jurisdictions. In 2023, we recognized net tax benefits of \$35 million related to restructuring charges, the release of valuation allowances on deferred tax assets of foreign subsidiaries, the release of tax reserves at several foreign subsidiaries and various other items. In 2022, we recognized net tax benefits of \$34 million related to restructuring charges and various other items.

For information related to our valuation allowances, see "— Other Matters — Significant Accounting Policies and Critical Accounting Estimates — Income Taxes" below.

Equity in net income of affiliates was \$49 million for the year ended December 31, 2023, as compared to \$33 million for the year ended December 31, 2022, primarily reflecting the higher earnings of certain of our joint ventures in Asia.

Net income attributable to Lear was \$573 million, or \$9.68 per diluted share, in 2023, as compared to \$328 million, or \$5.47 per diluted share, in 2022. Net income and diluted net income per share increased for the reasons described above.

Reportable Operating Segments

We have two reportable operating segments: Seating and E-Systems. For a description of our reportable operating segments, see "Executive Overview" above.

The financial information presented below is for our two reportable operating segments and our other category for the periods presented. The other category includes unallocated costs related to corporate headquarters, regional headquarters and the elimination of intercompany activities, none of which meets the requirements for being classified as an operating segment. Corporate and regional headquarters costs include various support functions, such as information technology, advanced research and development, corporate finance, legal, executive administration and human resources. Financial measures regarding each segment's pretax income before equity in net income of affiliates, interest expense, net and other expense, net ("segment earnings") and segment earnings divided by net sales ("margin") are not measures of performance under accounting principles generally accepted in the United States ("GAAP"). Segment earnings and the related margin are used by management to evaluate the performance of our reportable operating segments. Segment earnings should not be considered in isolation or as a substitute for net income attributable to Lear, net cash provided by operating activities or other income statement or cash flow statement data prepared in accordance with GAAP or as measures of profitability or liquidity. In addition, segment earnings, as we determine it, may not be comparable to related or similarly titled measures reported by other companies.

For a reconciliation of consolidated segment earnings to consolidated income before provision for income taxes and equity in net income of affiliates, see Note 15, "Segment Reporting," to the consolidated financial statements included in this Report.

Seating —

A summary of financial measures for our Seating segment is shown below (dollar amounts in millions):

For the year ended December 31,	2023	2022
Net sales	\$ 17,548.8	\$ 15,711.2
Segment earnings ⁽¹⁾	1,066.9	893.0
Margin	6.1 %	5.7 %

⁽¹⁾ See definition above.

Seating net sales were \$17.5 billion for the year ended December 31, 2023, as compared to \$15.7 billion for the year ended December 31, 2022, an increase of \$1.8 billion or 12%. Higher production volumes on Lear platforms and new business favorably impacted net sales by \$1.0 billion and \$0.6 billion, respectively. Our acquisitions of IGB and Kongsberg ICS also increased net sales \$0.2 billion.

Segment earnings, including restructuring costs, and the related margin on net sales were \$1.1 billion and 6.1% in 2023, as compared to \$893 million and 5.7% in 2022. Higher production volumes on Lear platforms and new business positively impacted segment earnings by \$215 million. The impact of selling price reductions and higher restructuring costs were offset by favorable operating performance, including the benefit of commodity recoveries and operational restructuring actions.

E-Systems —

A summary of financial measures for our E-Systems segment is shown below (dollar amounts in millions):

For the year ended December 31,	2023	2022
Net sales	\$ 5,918.1	\$ 5,180.3
Segment earnings ⁽¹⁾	228.9	74.4
Margin	3.9 %	1.4 %

⁽¹⁾ See definition above.

E-Systems net sales were \$5.9 billion for the year ended December 31, 2023, as compared to \$5.2 billion for the year ended December 31, 2022, an increase of \$738 million or 14%. Higher production volumes on Lear platforms and new business favorably impacted net sales by \$0.4 billion and \$0.3 billion, respectively.

Segment earnings, including restructuring costs, and the related margin on net sales were \$229 million and 3.9% in 2023, as compared to \$74 million and 1.4% in 2022. Higher production volumes on Lear platforms and new business positively impacted segment earnings by \$93 million. The impact of favorable operating performance, including the benefit of operational restructuring actions, and lower restructuring costs was partially offset by selling price reductions.

Other —

A summary of financial measures for our other category, which is not an operating segment, is shown below (dollar amounts in millions):

For the year ended December 31,	2023	2022
Net sales	\$ —	\$ —
Segment earnings ⁽¹⁾	(362.6)	(313.1)
Margin	N/A	N/A

⁽¹⁾ See definition above.

Segment earnings related to our other category were (\$363) million in 2023, as compared to (\$313) million in 2022, primarily reflecting higher compensation-related costs and costs related to our efficiency initiatives including investments in information technology.

Year Ended December 31, 2022, Compared With Year Ended December 31, 2021

For a discussion of our results of operations for the year ended December 31, 2022, compared with the year ended December 31, 2021, refer to our Annual Report on Form 10-K for the year ended December 31, 2022.

Liquidity and Capital Resources

Our primary liquidity needs are to fund general business requirements, including working capital requirements, capital expenditures, operational restructuring actions and debt service requirements. Our principal sources of liquidity are cash flows from operating activities, borrowings under available credit facilities and our existing cash balance.

Cash Provided by Subsidiaries

A substantial portion of our operating income is generated by our subsidiaries. As a result, we are dependent on the earnings and cash flows of and the combination of dividends, royalties, intercompany loan repayments and other distributions and advances from our subsidiaries to provide the funds necessary to meet our obligations.

As of December 31, 2023 and 2022, cash and cash equivalents of \$803 million and \$790 million, respectively, were held in foreign subsidiaries and can be repatriated, primarily through the repayment of intercompany loans and the payment of dividends. There are no material restrictions on the ability of our subsidiaries to pay dividends or make other distributions to Lear.

For further information regarding potential dividends from our non-U.S. subsidiaries, see "— Adequacy of Liquidity Sources" below and Note 9, "Income Taxes," to the consolidated financial statements included in this Report.

Adequacy of Liquidity Sources

As of December 31, 2023, we had approximately \$1.2 billion of cash and cash equivalents on hand and \$2.0 billion in available borrowing capacity under our credit agreement. Together with cash provided by operating activities, we believe that this will enable us to meet our liquidity needs for the foreseeable future and to satisfy ordinary course business obligations. In addition, we expect to continue to pay quarterly cash dividends and repurchase shares of our common stock pursuant to our authorized common stock share repurchase program, although such actions are at the discretion of our Board and will depend upon our financial condition, results of operations, capital requirements, prevailing market conditions, alternative uses of capital and other factors that our Board may consider at its discretion.

Our future financial results and our ability to continue to meet our liquidity needs are subject to, and will be affected by, cash flows from operations, as well as restructuring activities, automotive industry conditions, the financial condition of our customers and suppliers, supply chain disruptions and other related factors. Additionally, an economic downturn or further reduction in production levels could negatively impact our financial condition.

For further discussion of the risks and uncertainties affecting our cash flows from operations and our overall liquidity, see Part I — Item 1A, "Risk Factors," and "— Executive Overview" above and "— Forward-Looking Statements" below.

*Cash Flows*Year Ended December 31, 2023, Compared with Year Ended December 31, 2022

A summary of net cash provided by operating activities is shown below (in millions):

For the year ended December 31,	2023	2022	Increase (Decrease) in Cash Flow
Consolidated net income and depreciation and amortization	\$ 1,250	\$ 985	\$ 265
Net change in working capital items:			
Accounts receivable	(148)	(519)	371
Inventory	(118)	(30)	(88)
Other current assets	(17)	(17)	—
Accounts payable	162	369	(207)
Accrued liabilities	165	179	(14)
Net change in working capital items	44	(18)	62
Other	(45)	54	(99)
Net cash provided by operating activities	\$ 1,249	\$ 1,021	\$ 228
Net cash used in investing activities	\$ (762)	\$ (830)	\$ 68
Net cash used in financing activities	\$ (420)	\$ (387)	\$ (33)

Net cash provided by operating activities was \$1.2 billion in 2023, as compared to \$1.0 billion in 2022. The overall increase in operating cash flow primarily reflects our higher earnings in 2023 as compared to 2022.

Net cash used in investing activities was \$762 million in 2023, as compared to \$830 million in 2022. In 2023, we paid \$175 million for our IGB acquisition. In 2022, we paid \$188 million for our Kongsberg ICS acquisition and \$15 million related to investments in affiliates. In 2023, capital spending was \$627 million, as compared to \$638 million in 2022. Capital spending is estimated to be approximately \$675 million in 2024.

Net cash used in financing activities was \$420 million in 2023, as compared to \$387 million in 2022. In 2023, we borrowed \$150 million under our Term Loan and paid \$297 million for repurchases of our common stock, \$182 million in dividends to Lear stockholders and \$79 million in dividends to noncontrolling interest holders. In 2022, we paid \$100 million for repurchases of our common stock, \$186 million in dividends to Lear stockholders and \$85 million in dividends to noncontrolling interest holders.

For further information regarding our 2023 and 2022 financing transactions, see "— Capitalization" below and Note 7, "Debt," and Note 12, "Capital Stock, Accumulated Other Comprehensive Loss and Equity," to the consolidated financial statements included in this Report.

Year Ended December 31, 2022, Compared with Year Ended December 31, 2021

For a discussion of our cash flows for the year ended December 31, 2022, compared with the year ended December 31, 2021, refer to our Annual Report on Form 10-K for the year ended December 31, 2022.

*Capitalization*Short-Term Borrowings

We utilize uncommitted lines of credit as needed for our short-term working capital fluctuations. As of December 31, 2023 and 2022, we had lines of credit from banks totaling \$338 million and \$298 million, respectively. As of December 31, 2023 and 2022, we had short-term debt balances outstanding related to draws on our lines of credit of \$28 million and \$10 million, respectively.

The availability of uncommitted lines of credit may be affected by our financial performance, credit ratings and other factors.

Senior Notes

As of December 31, 2023, our senior notes (collectively, the "Notes") consist of the amounts shown below (in millions, except stated coupon rates):

Note	Aggregate Principal Amount at Maturity	Stated Coupon Rate
Senior unsecured notes due 2027 (the "2027 Notes")	\$ 550	3.80%
Senior unsecured notes due 2029 (the "2029 Notes")	375	4.25%
Senior unsecured notes due 2030 (the "2030 Notes")	350	3.50%
Senior unsecured notes due 2032 (the "2032 Notes")	350	2.60%
Senior unsecured notes due 2049 (the "2049 Notes")	625	5.25%
Senior unsecured notes due 2052 (the "2052 Notes")	350	3.55%
	\$ 2,600	

The issue, maturity and interest payment dates of the Notes are shown below:

Note	Issuance Date	Maturity Date	Interest Payment Dates
2027 Notes	August 2017	September 15, 2027	March 15 and September 15
2029 Notes	May 2019	May 15, 2029	May 15 and November 15
2030 Notes	February 2020	May 30, 2030	May 30 and November 30
2032 Notes	November 2021	January 15, 2032	January 15 and July 15
2049 Notes	May 2019 and February 2020	May 15, 2049	May 15 and November 15
2052 Notes	November 2021	January 15, 2052	January 15 and July 15

In 2021, we issued \$350 million in aggregate principal amount at maturity of 2032 Notes and \$350 million in aggregate principal amount at maturity of 2052 Notes. The 2032 Notes have a stated coupon rate of 2.6% and were issued at 99.782% of par, resulting in a yield to maturity of 2.624%. The 2052 Notes have a stated coupon rate of 3.55% and were issued at 99.845% of par, resulting in a yield to maturity of 3.558%.

The net proceeds from the offering of \$699 million, after original issue discount, were used, in part, to fund the tender of \$200 million in aggregate principal amount of 2027 Notes and the repayment in full of \$206 million outstanding on our term loan facility under our credit agreement (see "— Credit Agreement" below). The remaining net proceeds were used to finance the 2022 acquisition of Kongsberg ICS and for general corporate purposes. For further information related to the Kongsberg ICS acquisition, see Note 4, "Acquisitions," to the consolidated financial statements included in this Report.

In connection with these transactions, we recognized a loss of \$24 million on the extinguishment of debt and paid related issuance costs of \$7 million.

The indentures governing the Notes contain certain restrictive covenants and customary events of default. As of December 31, 2023, we were in compliance with all covenants under the indentures governing the Notes.

For further information related to the Notes, including information on early redemption, covenants and events of default, see Note 7, "Debt," to the consolidated financial statements included in this Report and the indentures governing the Notes, which have been incorporated by reference as exhibits to this Report.

Credit Agreement

Our unsecured credit agreement, dated August 8, 2017, consisted of a \$1.75 billion revolving credit facility (the "Revolving Credit Facility") and a \$250 million term loan facility (the "Term Loan Facility").

In October 2021, we entered into an amended and restated credit agreement (the "Credit Agreement") that increased the Revolving Credit Facility to \$2.0 billion and extended the maturity date to October 28, 2026. In November 2021, we repaid in full \$206 million outstanding on the Term Loan Facility. In connection with these transactions, we recognized a loss of approximately \$1 million on the extinguishment of debt and paid related issuance costs of approximately \$3 million.

In November 2023, we extended the maturity date of the Revolving Credit Facility by one year to October 28, 2027.

In 2023 and 2021, there were no borrowings or repayments under the Revolving Credit Facility. In 2022, aggregate borrowings and repayments under the Revolving Credit Facility were \$65 million. As of December 31, 2023 and 2022, there were no borrowings outstanding under the Revolving Credit Facility.

The Credit Agreement contains various financial and other covenants that require us to remain below a maximum leverage coverage ratio. As of December 31, 2023, we were in compliance with all covenants under the Credit Agreement.

For further information related to the Credit Agreement, including information on pricing, covenants and events of default, see Note 7, "Debt," to the consolidated financial statements included in this Report and the Credit Agreement, which has been incorporated by reference as an exhibit to this Report.

Term Loan

In May 2023, we borrowed \$150 million under our Term Loan to finance, in part, the acquisition of IGB.

The Term Loan contains the same covenants as the Credit Agreement. As of December 31, 2023, we were in compliance with all covenants under the Term Loan.

For further information related to our acquisition of IGB, see Note 4, "Acquisitions," to the consolidated financial statements included in this Report. For further information related to our Term Loan, see Note 7, "Debt," to the consolidated financial statements included in this Report.

Common Stock Share Repurchase Program

See Item 5, "Market for the Company's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities."

Dividends

In 2023 and 2022, our Board declared a quarterly cash dividend of \$0.77 per share of common stock in all quarters. In 2021, our Board declared a quarterly cash dividend of \$0.25 per share of common stock in the first and second quarters, a quarterly cash dividend of \$0.50 per share of common stock in the third quarter and a quarterly cash dividend of \$0.77 per share of common stock in the fourth quarter.

We expect to continue to pay quarterly cash dividends in the future, although such payments are at the discretion of our Board and will depend upon our financial condition, results of operations, capital requirements, prevailing market conditions, alternative uses of capital and other factors that our Board may consider at its discretion. See "— Forward-Looking Statements" below and Note 7, "Debt," to the consolidated financial statements included in this Report.

Commodity Prices

Raw material, energy and commodity costs can be volatile, reflecting, among other things, changes in supply and demand, logistics issues, global trade and tariff policies, and geopolitical issues. We have commodity price risk with respect to purchases of certain raw materials, including steel, copper, diesel fuel, chemicals, resins and leather. Our primary commodity cost exposures relate to steel, copper and leather. We have developed and implemented strategies to mitigate the impact of such costs through the selective in-sourcing of components, the continued consolidation of our supply base, longer-term purchase commitments, contractual recovery mechanisms and the selective expansion of low-cost country sourcing and engineering, as well as value engineering and product benchmarking. Further, the majority of the steel used in our products is comprised of fabricated components that are integrated into a seat system, such as seat frames, recliner mechanisms, seat tracks and other mechanical components. Therefore, our exposure to changes in steel prices is primarily indirect, through purchased components. Additionally, approximately 91% of our copper purchases and a significant portion of our leather and direct steel purchases are subject to price index agreements with our customers and suppliers. Certain of these strategies also may limit our opportunities in a declining commodity price environment. In the current environment of elevated raw material, energy and commodity costs, these strategies, together with commercial negotiations with our customers and suppliers, have offset a significant portion of the adverse impact. If these costs increase, it could have an adverse impact on our operating results in the foreseeable future.

See Part I — Item 1A, "Risk Factors — Increases in the costs and restrictions on the availability of raw materials, energy, commodities, product components and labor could adversely affect our financial performance," and "— Forward-Looking Statements" below.

For further information related to the financial instruments described above, see Note 16, "Financial Instruments," to the consolidated financial statements included in this Report.

Contractual Obligations and Cash Requirements

Our material cash requirements include the following contractual and other obligations:

Debt obligations and interest expense associated with debt obligations

As of December 31, 2023, we had \$2.6 billion of outstanding senior unsecured notes maturing in 2027 through 2052 and a \$150 million outstanding Term Loan maturing in 2026, as well as \$2.0 billion in available borrowing capacity under our Revolving Credit Facility maturing in 2027.

Interest on the Notes is due biannually at varying dates. Scheduled interest payments are shown below (in millions):

	2024	2025	2026	2027	2028	Thereafter	Total
Scheduled interest payments	\$ 103	\$ 103	\$ 103	\$ 103	\$ 83	\$ 1,024	\$ 1,519

For further information related to our debt, see "— Capitalization — Senior Notes," "— Credit Agreement" and "— Term Loan" above and Note 7, "Debt," to the consolidated financial statements included in this Report.

Purchase obligations

We enter into agreements with our customers to produce products at the beginning of a vehicle's life cycle. Although these agreements do not provide for a specified quantity of products, once entered into, we are generally required to fulfill our customers' purchasing requirements for the production life of the vehicle. Prior to being formally awarded a program, we typically work closely with our customers in the early stages of the design and engineering of a vehicle's systems. Failure to complete the design and engineering work related to a vehicle's systems, or to fulfill a customer agreement, could have a material adverse impact on our business.

We also enter into agreements with suppliers to assist us in meeting our customers' production needs. These agreements vary as to duration and quantity commitments. Historically, most have been short-term agreements, which do not provide for minimum purchases, or are requirements-based agreements.

Leases

The Company has operating leases for production, office and warehouse facilities, manufacturing and office equipment, and vehicles with future lease obligations ranging from 2024 through 2047. Maturities of operating leases obligations are shown below (in millions):

	2024	2025	2026	2027	2028	Thereafter	Total
Operating lease obligations	\$ 178	\$ 156	\$ 131	\$ 109	\$ 88	\$ 213	\$ 875

For further information related to our lease obligations, see Note 8, "Leases," to the consolidated financial statements included in this Report.

Taxes

We may be required to make significant cash outlays related to our unrecognized tax benefits, including interest and penalties. As of December 31, 2023, we had unrecognized tax benefits, including interest and penalties, of \$45 million. However, due to the uncertainty of the timing of future cash flows associated with our unrecognized tax benefits, we are unable to make reasonably reliable estimates of the period of cash settlement, if any, with the respective taxing authorities.

For further information related to our unrecognized tax benefits, see Note 9, "Income Taxes," to the consolidated financial statements included in this Report.

Pension and postretirement obligations

We have minimum funding requirements with respect to certain of our pension benefit obligations. We may elect to make contributions in excess of the minimum funding requirements in response to investment performance or changes in interest rates or when we believe that it is financially advantageous to do so and based on our other cash requirements. Our minimum funding requirements after 2024 will depend on several factors, including investment performance and interest rates. Our minimum funding requirements may also be affected by changes in applicable legal requirements. Contributions to our defined benefit pension plans are expected to be approximately \$2 million in 2024.

We do not fund our postretirement benefit obligations and certain of our pension benefit obligations. Rather, benefit payments

are made to eligible participants as incurred. We expect benefit payments related to our unfunded pension and postretirement benefit obligations to be approximately \$7 million and \$4 million, respectively, in 2024.

For further information related to our pension and other postretirement benefit plans, see "— Other Matters — Pension and Other Postretirement Benefit Plans" below and Note 10, "Pension and Other Postretirement Benefit Plans," to the consolidated financial statements included in this Report.

Other Matters

Legal and Environmental Matters

We are involved from time to time in various legal proceedings and claims, including, without limitation, commercial and contractual disputes, product liability claims, and environmental and other matters. As of December 31, 2023, we had recorded reserves for pending legal disputes, including commercial and contractual disputes, product liability claims and other legal matters, of \$14 million. In addition, as of December 31, 2023, we had recorded reserves for warranty and recall matters of \$32 million and environmental matters of \$5 million. Although these reserves were determined in accordance with GAAP, the ultimate outcomes of these matters are inherently uncertain, and actual results may differ significantly from current estimates. For a description of risks related to various legal proceedings and claims, see Part I — Item 1A, "Risk Factors." For a more complete description of our outstanding material legal proceedings, see Note 14, "Legal and Other Contingencies," to the consolidated financial statements included in this Report.

Critical Accounting Estimates

Certain of our accounting policies require management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on our historical experience, the terms of existing contracts, our evaluation of trends in the industry, information provided by our customers and suppliers and information available from other outside sources, as appropriate. However, these estimates and assumptions are subject to an inherent degree of uncertainty. Accordingly, actual results in these areas may differ significantly from our estimates.

We consider an accounting estimate to be critical if it requires us to make assumptions about matters that were uncertain at the time the estimate was made and changes in the estimate would have had a significant impact on our consolidated financial position or results of operations.

Revenue Recognition

We enter into contracts with our customers to provide production parts generally at the beginning of a vehicle's life cycle. Typically, these contracts do not provide for a specified quantity of products, but once entered into, we are often expected to fulfill our customers' purchasing requirements for the production life of the vehicle. Many of these contracts may be terminated by our customers at any time. Historically, terminations of these contracts have been infrequent. We receive purchase orders from our customers, which provide the commercial terms for a particular production part, including price (but not quantities). Contracts may also provide for annual price reductions over the production life of the vehicle, and prices may be adjusted on an ongoing basis to reflect changes in product content/cost and other commercial factors.

Revenue is recognized at a point in time when control of the product is transferred to the customer under standard commercial terms, as we do not have an enforceable right to payment prior to such transfer. The amount of revenue recognized reflects the consideration that we expect to be entitled to in exchange for those products based on the current purchase orders, annual price reductions and ongoing price adjustments. Our customers pay for products received in accordance with payment terms that are customary within the industry. Our contracts with our customers do not have significant financing components. We record a contract liability for advances received from our customers.

Amounts billed to customers related to shipping and handling costs are included in net sales in the consolidated statements of income. Shipping and handling costs are accounted for as fulfillment costs and are included in cost of sales in the consolidated statements of income.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction that we collect from a customer are excluded from revenue.

Income Taxes

We account for income taxes in accordance with GAAP. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases and tax loss and credit carryforwards. Deferred tax assets and liabilities are measured

using enacted tax rates expected to apply to taxable income for the years in which those temporary differences are expected to be recovered or settled.

Our current and future provision for income taxes is impacted by the initial recognition of and changes in valuation allowances in certain countries. We intend to maintain these allowances until it is more likely than not that the deferred tax assets will be realized. Our future provision for income taxes will include no tax benefit with respect to losses incurred and, except for certain jurisdictions, no tax expense with respect to income generated in these countries until the respective valuation allowances are eliminated. Accordingly, income taxes are impacted by changes in valuation allowances and the mix of earnings among jurisdictions. We evaluate the realizability of our deferred tax assets on a quarterly basis. In completing this evaluation, we consider all available evidence in order to determine whether, based on the weight of the evidence, a valuation allowance for our deferred tax assets is necessary. Such evidence includes historical results, future reversals of existing taxable temporary differences and expectations for future taxable income (exclusive of the reversal of temporary differences and carryforwards), as well as the implementation of feasible and prudent tax planning strategies. If, based on the weight of the evidence, it is more likely than not that all or a portion of our deferred tax assets will not be realized, a valuation allowance is recorded.

As of December 31, 2023, we had a valuation allowance related to tax loss and credit carryforwards and other deferred tax assets of \$31 million in the United States and \$398 million in several international jurisdictions. If operating results improve or decline on a continual basis in a particular jurisdiction, our decision regarding the need for a valuation allowance could change, resulting in either the initial recognition or reversal of a valuation allowance in that jurisdiction, which could have a significant impact on income tax expense in the period recognized and subsequent periods. In determining the provision for income taxes for financial statement purposes, we make certain estimates and judgments, which affect our evaluation of the carrying value of our deferred tax assets, as well as our calculation of certain tax liabilities.

The calculation of our gross unrecognized tax benefits and liabilities includes uncertainties in the application of, and changes in, complex tax regulations in a multitude of jurisdictions across our global operations. We recognize tax benefits and liabilities based on our estimate of whether, and the extent to which, additional taxes will be due. We adjust these benefits and liabilities based on changing facts and circumstances; however, due to the complexity of these uncertainties and the impact of tax audits, the ultimate resolutions may differ significantly from our estimates.

For further information, see "— Forward-Looking Statements" below and Note 9, "Income Taxes," to the consolidated financial statements included in this Report.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. During 2023, there were no material changes in the methods or policies used to establish estimates and assumptions. Other matters subject to estimation and judgment include amounts related to accounts receivable realization, inventory obsolescence, asset impairments, useful lives of fixed and intangible assets, unsettled pricing discussions with customers and suppliers, restructuring accruals, deferred tax asset valuation allowances and income taxes, pension and other postretirement benefit plan assumptions, accruals related to litigation, and warranty and environmental remediation costs. Actual results may differ significantly from our estimates.

Recently Issued Accounting Pronouncements

For information on the impact of recently issued accounting pronouncements, see Note 17, "Accounting Pronouncements," to the consolidated financial statements included in this Report.

Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 provides a safe harbor for forward-looking statements made by us or on our behalf. The words "will," "may," "designed to," "outlook," "believes," "should," "anticipates," "plans," "expects," "intends," "estimates," "forecasts" and similar expressions identify certain of these forward-looking statements. We also may provide forward-looking statements in oral statements or other written materials released to the public. All such forward-looking statements contained or incorporated in this Report or in any other public statements which address operating performance, events or developments that we expect or anticipate may occur in the future, including, without limitation, statements related to business opportunities, awarded sales contracts, sales backlog and ongoing commercial arrangements, or statements expressing views about future operating results, are forward-looking statements. Actual results may differ materially from any or all forward-looking statements made by us. Important factors, risks and uncertainties that may cause actual results to differ materially from anticipated results include, but are not limited to:

- general economic conditions in the markets in which we operate, including changes in interest rates or currency exchange rates;

- changes in actual industry vehicle production levels from our current estimates;
- fluctuations in the production of vehicles or the loss of business with respect to, or the lack of commercial success of, a vehicle model for which we are a significant supplier;
- the outcome of customer negotiations and the impact of customer-imposed price reductions;
- increases in the costs and restrictions on the availability of raw materials, energy, commodities, product components and labor and our ability to mitigate such costs and insufficient availability;
- disruptions in relationships with our suppliers;
- the financial condition of and adverse developments affecting our customers and suppliers;
- risks associated with conducting business in foreign countries, including the risk of war or other geopolitical conflicts;
- currency controls and the ability to economically hedge currencies;
- global sovereign fiscal matters and creditworthiness, including potential defaults and the related impacts on economic activity, including the possible effects on credit markets, currency values, monetary unions, international treaties and fiscal policies;
- competitive conditions impacting us and our key customers and suppliers;
- labor disputes, including disruptions, involving us or our significant customers or suppliers or that otherwise affect us;
- the consequences of violations of law by our employees, agents or business partners, including violations related to anti-bribery, competition, export and import, trade sanctions, data privacy, environmental, human rights and other laws;
- the operational and financial success of our joint ventures;
- our ability to attract, develop, engage and retain qualified employees;
- our ability to respond to the evolution of the global transportation industry;
- the outcome of an increased emphasis on global climate change and other sustainability matters by stakeholders;
- the impact of global climate change;
- the impact of pandemics, epidemics, disease outbreaks and other public health crises on our business;
- the impact and timing of program launch costs and our management of new program launches;
- changes in discount rates and the actual return on pension assets;
- impairment charges initiated by adverse industry or market developments;
- our ability to execute our strategic objectives;
- limitations imposed by our existing indebtedness and our ability to access capital markets on commercially reasonable terms;
- disruptions to our information technology systems, or those of our customers or suppliers, including those related to cybersecurity;
- increases in our warranty, product liability or recall costs;
- the outcome of legal or regulatory proceedings to which we are or may become a party;
- the impact of pending legislation and regulations or changes in existing federal, state, local or foreign laws or regulations;
- the impact of regulations on our foreign operations;
- costs associated with compliance with environmental laws and regulations;
- developments or assertions by or against us relating to intellectual property rights;
- the impact of changes in our effective tax rate, the adoption of new tax legislation or exposure to additional income tax liabilities on our profitability;
- the impact of administrative policy, including protectionist trade policies, in the United States and related actions by countries in which we do business; and
- other risks, described in Part I — Item 1A, "Risk Factors," as well as the risks and information provided from time to time in our other filings with the Securities and Exchange Commission.

The forward-looking statements in this Report are made as of the date hereof, and we do not assume any obligation to update, amend or clarify them to reflect events, new information or circumstances occurring after the date hereof.

ITEM 7A — QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk Sensitivity

In the normal course of business, we are exposed to market risks associated with fluctuations in foreign exchange rates, interest rates and commodity prices. We manage a portion of these risks through the use of derivative financial instruments in accordance with our policies. We enter into all hedging transactions for periods consistent with the underlying exposures. We do not enter into derivative instruments for trading purposes.

Foreign Exchange

Operating results may be impacted by our buying, selling and financing in currencies other than the functional currency of our operating companies ("transactional exposure"). We may mitigate a portion of this risk by entering into forward foreign exchange, futures and option contracts. The foreign exchange contracts are executed with banks that we believe are creditworthy. Gains and losses related to foreign exchange contracts are deferred where appropriate and included in the measurement of the foreign currency transaction subject to the hedge. Gains and losses incurred related to foreign exchange contracts are generally offset by the direct effects of currency movements on the underlying transactions.

A summary of the notional amount and estimated aggregate fair value of our outstanding foreign exchange contracts is shown below (in millions):

December 31,	2023	2022
Notional amount (contract maturities < 24 months)	\$ 2,922	\$ 2,306
Fair value	159	63

Currently, our most significant foreign currency transactional exposures relate to the Mexican peso, various European currencies, the Chinese renminbi, the Honduran lempira, the Brazilian real and the Japanese yen. A sensitivity analysis of our net transactional exposure is shown below (in millions):

December 31,	Hypothetical Strengthening % ⁽¹⁾	Potential Earnings Benefit (Adverse Earnings Impact)	
		2023	2022
U.S. dollar	10%	\$ 15	\$ 8
Euro	10%	34	19

⁽¹⁾ Relative to all other currencies to which it is exposed for a twelve-month period.

A sensitivity analysis related to the aggregate fair value of our outstanding foreign exchange contracts is shown below (in millions):

December 31,	Hypothetical Change % ⁽²⁾	Estimated Change in Fair Value	
		2023	2022
U.S. dollar	10%	\$ 156	\$ 84
Euro	10%	98	70

⁽²⁾ Relative to all other currencies to which it is exposed.

There are certain shortcomings inherent in the sensitivity analyses above. The analyses assume that all currencies would uniformly strengthen or weaken relative to the U.S. dollar or Euro. In reality, some currencies may strengthen while others may weaken, causing the earnings impact to increase or decrease depending on the currency and the direction of the rate movement.

In addition to the transactional exposure described above, our operating results are impacted by the translation of our foreign operating income into U.S. dollars ("translational exposure"). In 2023, net sales outside of the United States accounted for 79% of our consolidated net sales, although certain non-U.S. sales are U.S. dollar denominated. We do not enter into foreign exchange contracts to mitigate our translational exposure.

Interest Rates

Our variable rate obligations are sensitive to changes in interest rates. As of December 31, 2023, we had \$150 million outstanding under our Term Loan. Advances under the Term Loan generally bear interest based on the Daily or Term SOFR (as defined in the Term Loan agreement) plus a margin, determined in accordance with a pricing grid, that ranges from 1.00% to 1.525%. As of December 31, 2023, the interest rate was 6.575%.

A hypothetical 100 basis point increase in the interest rate on our Term Loan would increase annual interest expense and related cash interest payments by approximately \$2 million.

**ITEM 8 – CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY DATA**

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Lear Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Lear Corporation and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 8, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosure to which it relates.

Revenue recognition

Description of the Matter

As discussed in Note 3, Summary of Significant Accounting Policies, the Company's sales contracts with its customers may provide for annual price reductions over the production life of the vehicle. Prices may also be adjusted on an ongoing basis to reflect changes in product content, product cost and other commercial factors. Some of these price adjustments are non-routine in nature. The amount of revenue recognized by the Company reflects the consideration that the Company expects to be entitled to in exchange for its products based on the current purchase orders, annual price reductions and ongoing price adjustments.

Auditing the consideration that the Company expects to be entitled to in exchange for certain of its products which are subject to non-routine price adjustments is highly judgmental as it relates to evaluating the sufficiency of evidence available from commercial negotiations to support the ultimate consideration that the Company is entitled to in exchange for those products.

How We Addressed the Matter in Our Audit We identified and tested controls over the identification and evaluation of product sales with non-routine price adjustments, including management's review of the evidence to support the Company's measurement of revenue related to those product sales.

Our audit procedures included, among others, inspecting communications between the Company and its customers related to the pricing arrangements, auditing adjustments related to those product sales, performing retrospective reviews of management's estimates to identify contrary evidence, if any, and performing inquiries of and obtaining written representations from executives, within the Company, responsible for the respective customer relationships.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Detroit, Michigan
February 8, 2024

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Lear Corporation

Opinion on Internal Control Over Financial Reporting

We have audited Lear Corporation and subsidiaries' internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Lear Corporation and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

As indicated in the accompanying Management's Annual Report on Internal Control over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of I.G. Bauerhin ("IGB"), which is included in the 2023 consolidated financial statements of the Company and constituted less than 2% of total assets as of December 31, 2023 and less than 1% of net sales for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of IGB.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2023 consolidated financial statements of the Company and our report dated February 8, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Detroit, Michigan
February 8, 2024

LEAR CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

(In millions, except share data)

December 31,	2023	2022
Assets		
<i>Current Assets:</i>		
Cash and cash equivalents	\$ 1,196.3	\$ 1,114.9
Accounts receivable	3,681.2	3,451.9
Inventories	1,758.0	1,573.6
Other	1,001.4	853.7
Total current assets	7,636.9	6,994.1
<i>Long-Term Assets:</i>		
Property, plant and equipment, net	2,977.4	2,854.0
Goodwill	1,737.9	1,660.6
Other	2,343.3	2,254.3
Total long-term assets	7,058.6	6,768.9
Total assets	\$ 14,695.5	\$ 13,763.0
Liabilities and Equity		
<i>Current Liabilities:</i>		
Short-term borrowings	\$ 27.5	\$ 9.9
Accounts payable and drafts	3,434.2	3,206.1
Accrued liabilities	2,205.2	1,961.5
Current portion of long-term debt	0.3	10.8
Total current liabilities	5,667.2	5,188.3
<i>Long-Term Liabilities:</i>		
Long-term debt	2,742.6	2,591.2
Other	1,225.1	1,153.2
Total long-term liabilities	3,967.7	3,744.4
<i>Equity:</i>		
Preferred stock, 100,000,000 shares authorized (including 10,896,250 shares of Series A convertible preferred stock authorized); no shares outstanding	—	—
Common stock, \$0.01 par value, 300,000,000 shares authorized; 64,571,405 shares issued as of December 31, 2023 and 2022	0.6	0.6
Additional paid-in capital	1,050.5	1,023.1
Common stock held in treasury, 7,592,473 and 5,493,211 shares as of December 31, 2023 and 2022, respectively, at cost	(1,044.6)	(753.9)
Retained earnings	5,601.1	5,214.1
Accumulated other comprehensive loss	(688.8)	(805.1)
Lear Corporation stockholders' equity	4,918.8	4,678.8
Noncontrolling interests	141.8	151.5
Equity	5,060.6	4,830.3
Total liabilities and equity	\$ 14,695.5	\$ 13,763.0

The accompanying notes are an integral part of these consolidated balance sheets.

LEAR CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

(In millions, except share and per share data)

For the year ended December 31,	2023	2022	2021
Net sales	\$ 23,466.9	\$ 20,891.5	\$ 19,263.1
Cost of sales	21,756.5	19,481.6	17,871.2
Selling, general and administrative expenses	714.7	684.8	643.2
Amortization of intangible assets	62.5	70.8	73.3
Interest expense, net	101.1	98.6	91.8
Other expense, net	54.9	46.4	0.1
Consolidated income before provision for income taxes and equity in net income of affiliates	777.2	509.3	583.5
Provision for income taxes	180.8	133.7	137.7
Equity in net income of affiliates	(49.3)	(33.1)	(15.8)
Consolidated net income	645.7	408.7	461.6
Less: Net income attributable to noncontrolling interests	73.2	81.0	87.7
Net income attributable to Lear	\$ 572.5	\$ 327.7	\$ 373.9
Basic net income per share attributable to Lear	\$ 9.73	\$ 5.49	\$ 6.22
Diluted net income per share attributable to Lear	\$ 9.68	\$ 5.47	\$ 6.19
Average common shares outstanding	58,830,334	59,674,488	60,082,833
Average diluted shares outstanding	59,116,375	59,920,529	60,420,484

The accompanying notes are an integral part of these consolidated financial statements.

LEAR CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In millions)

For the year ended December 31,	2023	2022	2021
Consolidated net income	\$ 645.7	\$ 408.7	\$ 461.6
Other comprehensive income (loss), net of tax:			
Defined benefit plan adjustments	(11.6)	103.7	77.5
Derivative instruments and hedging activities	74.5	52.0	(31.2)
Foreign currency translation adjustments	50.9	(198.1)	(108.3)
Total other comprehensive income (loss)	113.8	(42.4)	(62.0)
Consolidated comprehensive income	759.5	366.3	399.6
Less: Comprehensive income attributable to noncontrolling interests	70.7	73.5	90.8
Comprehensive income attributable to Lear	\$ 688.8	\$ 292.8	\$ 308.8

The accompanying notes are an integral part of these consolidated financial statements.

LEAR CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY

(In millions, except share data)

	Common Stock	Additional Paid- in Capital	Common Stock Held in Treasury	Retained Earnings
Balance as of December 31, 2020	\$ 0.6	\$ 963.6	\$ (598.6)	\$ 4,806.8
Comprehensive income (loss):				
Net income	—	—	—	373.9
Other comprehensive income (loss)	—	—	—	—
Total comprehensive income (loss)	—	—	—	373.9
Stock-based compensation	—	60.3	—	—
Net issuances of 163,761 shares held in treasury in settlement of stock-based compensation	—	(33.1)	19.7	—
Repurchases of 589,717 shares of common stock at an average price of \$170.03 per share	—	—	(100.3)	—
Dividends declared to Lear Corporation stockholders	—	—	—	(107.9)
Dividends declared to noncontrolling interests	—	—	—	—
Affiliate transaction	—	28.6	—	—
Balance as of December 31, 2021	\$ 0.6	\$ 1,019.4	\$ (679.2)	\$ 5,072.8
Comprehensive income (loss):				
Net income	—	—	—	327.7
Other comprehensive income (loss)	—	—	—	—
Total comprehensive income (loss)	—	—	—	327.7
Stock-based compensation	—	52.0	—	—
Net issuances of 215,945 shares held in treasury in settlement of stock-based compensation	—	(48.3)	25.6	(0.2)
Repurchases of 763,309 shares of common stock at an average price of \$131.37 per share	—	—	(100.3)	—
Dividends declared to Lear Corporation stockholders	—	—	—	(186.2)
Dividends declared to noncontrolling interests	—	—	—	—
Change in noncontrolling interests	—	—	—	—
Balance as of December 31, 2022	\$ 0.6	\$ 1,023.1	\$ (753.9)	\$ 5,214.1
Comprehensive income (loss):				
Net income	—	—	—	572.5
Other comprehensive income (loss)	—	—	—	—
Total comprehensive income (loss)	—	—	—	572.5
Stock-based compensation	—	67.5	—	—
Net issuances of 182,461 shares held in treasury in settlement of stock-based compensation	—	(40.1)	25.3	(1.0)
Repurchases of 2,281,723 shares of common stock at an average price of \$137.21 per share	—	—	(316.0)	—
Dividends declared to Lear Corporation stockholders	—	—	—	(184.5)
Dividends declared to noncontrolling interests	—	—	—	—
Balance as of December 31, 2023	\$ 0.6	\$ 1,050.5	\$ (1,044.6)	\$ 5,601.1

The accompanying notes are an integral part of these consolidated financial statements.

LEAR CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY (continued)

(In millions, except share data)

	Accumulated Other Comprehensive Loss, net of tax			Lear Corporation Stockholders' Equity	Non-controlling Interests	Equity
	Defined Benefit Plans	Derivative Instruments and Hedge Activities	Cumulative Translation Adjustments			
Balance as of December 31, 2020	\$ (276.9)	\$ 12.6	\$ (440.8)	\$ 4,467.3	\$ 147.6	\$ 4,614.9
Comprehensive income (loss):						
Net income	—	—	—	373.9	87.7	461.6
Other comprehensive income (loss)	77.5	(31.2)	(111.4)	(65.1)	3.1	(62.0)
Total comprehensive income (loss)	77.5	(31.2)	(111.4)	308.8	90.8	399.6
Stock-based compensation	—	—	—	60.3	—	60.3
Net issuances of 163,761 shares held in treasury in settlement of stock-based compensation	—	—	—	(13.4)	—	(13.4)
Repurchases of 589,717 shares of common stock at an average price of \$170.03 per share	—	—	—	(100.3)	—	(100.3)
Dividends declared to Lear Corporation stockholders	—	—	—	(107.9)	—	(107.9)
Dividends declared to noncontrolling interests	—	—	—	—	(81.0)	(81.0)
Affiliate transaction	—	—	—	28.6	7.6	36.2
Balance as of December 31, 2021	\$ (199.4)	\$ (18.6)	\$ (552.2)	\$ 4,643.4	\$ 165.0	\$ 4,808.4
Comprehensive income (loss):						
Net income	—	—	—	327.7	81.0	408.7
Other comprehensive income (loss)	103.7	52.0	(190.6)	(34.9)	(7.5)	(42.4)
Total comprehensive income (loss)	103.7	52.0	(190.6)	292.8	73.5	366.3
Stock-based compensation	—	—	—	52.0	—	52.0
Net issuances of 215,945 shares held in treasury in settlement of stock-based compensation	—	—	—	(22.9)	—	(22.9)
Repurchases of 763,309 shares of common stock at an average price of \$131.37 per share	—	—	—	(100.3)	—	(100.3)
Dividends declared to Lear Corporation stockholders	—	—	—	(186.2)	—	(186.2)
Dividends declared to noncontrolling interests	—	—	—	—	(87.6)	(87.6)
Change in noncontrolling interests	—	—	—	—	0.6	0.6
Balance as of December 31, 2022	\$ (95.7)	\$ 33.4	\$ (742.8)	\$ 4,678.8	\$ 151.5	\$ 4,830.3
Comprehensive income (loss):						
Net income	—	—	—	572.5	73.2	645.7
Other comprehensive income (loss)	(11.6)	74.5	53.4	116.3	(2.5)	113.8
Total comprehensive income (loss)	(11.6)	74.5	53.4	688.8	70.7	759.5
Stock-based compensation	—	—	—	67.5	—	67.5
Net issuances of 182,461 shares held in treasury in settlement of stock-based compensation	—	—	—	(15.8)	—	(15.8)
Repurchases of 2,281,723 shares of common stock at an average price of \$137.21 per share	—	—	—	(316.0)	—	(316.0)
Dividends declared to Lear Corporation stockholders	—	—	—	(184.5)	—	(184.5)
Dividends declared to noncontrolling interests	—	—	—	—	(80.4)	(80.4)
Balance as of December 31, 2023	\$ (107.3)	\$ 107.9	\$ (689.4)	\$ 4,918.8	\$ 141.8	\$ 5,060.6

The accompanying notes are an integral part of these consolidated financial statements.

LEAR CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)

For the year ended December 31,	2023	2022	2021
Cash Flows from Operating Activities:			
Consolidated net income	\$ 645.7	\$ 408.7	\$ 461.6
Adjustments to reconcile consolidated net income to net cash provided by operating activities –			
Equity in net income of affiliates	(49.3)	(33.1)	(15.8)
Impairment charges	29.3	29.1	20.1
Deferred tax benefit	(58.8)	(49.4)	(55.5)
Depreciation and amortization	604.4	576.5	573.9
Stock-based compensation	67.5	52.0	60.3
Net change in recoverable customer engineering, development and tooling	(42.3)	(1.2)	(29.1)
Net change in working capital items (see below)	44.8	(17.8)	(351.0)
Changes in other long-term assets	6.5	9.6	(35.7)
Changes in other long-term liabilities	17.2	8.2	(6.5)
Loss on extinguishment of debt	—	—	24.6
Other, net	(15.7)	38.8	23.2
Net cash provided by operating activities	1,249.3	1,021.4	670.1
Cash Flows from Investing Activities:			
Additions to property, plant and equipment	(626.5)	(638.2)	(585.1)
Acquisitions, net of cash acquired	(174.5)	(188.3)	—
Other, net	39.5	(3.8)	(61.6)
Net cash used in investing activities	(761.5)	(830.3)	(646.7)
Cash Flows from Financing Activities:			
Short-term borrowings, net	17.7	8.0	—
Term loan borrowings	150.0	—	—
Repurchases of common stock	(296.5)	(100.3)	(100.3)
Dividends paid to Lear Corporation stockholders	(181.9)	(185.5)	(106.7)
Dividends paid to noncontrolling interests	(78.7)	(84.6)	(81.1)
Term loan facility repayments	—	—	(220.3)
Proceeds from the issuance of senior notes	—	—	698.7
Redemption of senior notes	—	—	(221.5)
Payment of debt issuance and other financing costs	(1.2)	—	(9.9)
Other, net	(28.9)	(24.9)	27.5
Net cash used in financing activities	(419.5)	(387.3)	(13.6)
Effect of foreign currency translation	12.8	(7.7)	(3.0)
Net Change in Cash, Cash Equivalents and Restricted Cash	81.1	(203.9)	6.8
Cash, Cash Equivalents and Restricted Cash as of Beginning of Period	1,117.4	1,321.3	1,314.5
Cash, Cash Equivalents and Restricted Cash as of End of Period	\$ 1,198.5	\$ 1,117.4	\$ 1,321.3
Changes in Working Capital Items:			
Accounts receivable	\$ (148.3)	\$ (518.8)	\$ 160.9
Inventories	(117.9)	(29.8)	(213.4)
Accounts payable (including \$15.4 million of cash paid in 2023 in conjunction with the acquisition of IGB to settle pre-existing accounts payable)	162.4	368.6	(129.6)
Accrued liabilities and other	148.6	162.2	(168.9)
Net change in working capital items	\$ 44.8	\$ (17.8)	\$ (351.0)
Supplementary Disclosure:			
Cash paid for interest	\$ 112.2	\$ 96.5	\$ 91.6
Cash paid for income taxes, net of refunds received of \$15.7 million in 2023, \$17.1 million in 2022 and \$40.7 million in 2021	\$ 217.6	\$ 194.6	\$ 148.3

The accompanying notes are an integral part of these consolidated financial statements.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements

(1) Basis of Presentation

Lear Corporation ("Lear," and together with its consolidated subsidiaries, the "Company") and its affiliates design and manufacture automotive seating and electrical distribution systems and related components. The Company's main customers are automotive original equipment manufacturers. The Company operates facilities worldwide.

The accompanying consolidated financial statements include the accounts of Lear, a Delaware corporation, and the wholly owned and less than wholly owned subsidiaries controlled by Lear.

(2) Current Operating Environment

In 2020, the automotive industry experienced a significant decline in global production volumes as a result of the COVID-19 pandemic. Although industry production has recovered modestly and returned to 2019 pre-pandemic production levels in 2023, industry production remains below 2017 peak levels. Further, the global economy, as well as the automotive industry, have been influenced directly and indirectly by macroeconomic events resulting in unfavorable conditions, including shortages of semiconductor chips and other components, elevated inflation levels on commodities and labor, higher interest rates, and labor and energy shortages in certain markets. Beginning in the third quarter of 2023 and continuing into the fourth quarter of 2023, the automotive industry was impacted by labor strikes and related disruptions at certain facilities in the United States. Certain of these factors, among others, continue to impact consumer demand, as well as the ability of automotive manufacturers to produce vehicles to meet demand.

The accompanying consolidated financial statements reflect estimates and assumptions made by management as of December 31, 2023, and for the year then ended. Such estimates and assumptions affect, among other things, the Company's goodwill, long-lived asset valuations, inventory valuations, valuations of deferred income taxes and income tax contingencies, and credit losses related to the Company's financial instruments. Events and circumstances arising after December 31, 2023, will be reflected in management's estimates and assumptions in future periods.

For more information related to goodwill, long-lived assets, inventory and credit losses, see Note 3, "Summary of Significant Accounting Policies." For more information related to income taxes, see Note 3, "Summary of Significant Accounting Policies — Income Taxes," and Note 9, "Income Taxes." For more information related to leases, see Note 8, "Leases."

(3) Summary of Significant Accounting Policies

Consolidation

Lear consolidates all entities, including variable interest entities, in which it has a controlling financial interest. Investments in affiliates in which Lear does not have control, but does have the ability to exercise significant influence over operating and financial policies, are accounted for under the equity method (Note 6, "Investments in Affiliates and Other Related Party Transactions").

Fiscal Period Reporting

The Company's annual financial results are reported on a calendar year basis, and quarterly interim results are reported using a thirteen week reporting calendar.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include all highly liquid investments with original maturities of ninety days or less. Restricted cash includes cash that is legally restricted as to use or withdrawal.

Accounts Receivable

The Company records accounts receivable as title is transferred to its customers. The Company's customers are the world's major automotive manufacturers. Generally, the Company does not require collateral for its accounts receivable.

The Company's allowance for credit losses on financial assets measured at amortized cost, primarily accounts receivable, reflects management's estimate of credit losses over the remaining expected life of such assets, measured primarily using historical experience, as well as current conditions and forecasts that affect the collectability of the reported amount. Expected credit losses for newly recognized financial assets, as well as changes to expected credit losses during the period, are recognized

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

in earnings. The Company also considers geographic and segment specific risk factors in the development of expected credit losses. As of December 31, 2023 and 2022, accounts receivable are reflected net of reserves of \$35.6 million and \$35.3 million, respectively. Changes in expected credit losses were not significant during the year ended December 31, 2023.

The Company receives bank notes from its customers, which are classified as other current assets in the consolidated balance sheets, for certain amounts of accounts receivable, primarily in Asia. The Company may hold such bank notes until maturity, exchange them with suppliers to settle liabilities or sell them to third-party financial institutions in exchange for cash.

Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is determined using standard costing, which approximates actual cost on a first-in, first-out method. Finished goods and work-in-process inventories include material, labor and manufacturing overhead costs. The Company records reserves for inventory in excess of production and/or forecasted requirements and for obsolete inventory in production and service inventories. A summary of inventories is shown below (in millions):

December 31,	2023	2022
Raw materials	\$ 1,260.7	\$ 1,216.8
Work-in-process	141.0	126.6
Finished goods	540.8	391.9
Reserves	(184.5)	(161.7)
Inventories	\$ 1,758.0	\$ 1,573.6

Engineering and Development ("E&D") and Tooling Costs

In 2023, the Company incurred E&D costs of \$611.4 million, including \$375.8 million (or 2% of related sales) in its Seating segment, \$230.5 million (or 4% of related sales) in its E-Systems segment and \$5.1 million at its headquarters location.

Pre-Production Costs Related to Long-Term Supply Agreements

The Company incurs pre-production E&D and tooling costs related to the products produced for its customers under long-term supply agreements. The Company expenses all pre-production E&D costs for which reimbursement is not contractually guaranteed by the customer. In addition, the Company expenses all pre-production tooling costs related to customer-owned tools for which reimbursement is not contractually guaranteed by the customer or for which the Company does not have a non-cancelable right to use the tooling.

During 2023 and 2022, the Company capitalized \$291.8 million and \$249.5 million, respectively, of pre-production E&D costs for which reimbursement is contractually guaranteed by the customer. During 2023 and 2022, the Company also capitalized \$162.8 million and \$185.3 million, respectively, of pre-production tooling costs related to customer-owned tools for which reimbursement is contractually guaranteed by the customer or for which the Company has a non-cancelable right to use the tooling. These amounts are included in other current and long-term assets in the accompanying consolidated balance sheets as of December 31, 2023 and 2022. During 2023 and 2022, the Company collected \$417.0 million and \$435.8 million, respectively, of cash related to E&D and tooling costs.

The classification of recoverable customer E&D and tooling costs related to long-term supply agreements is shown below (in millions):

December 31,	2023	2022
Current	\$ 220.2	\$ 175.7
Long-term	164.3	161.3
Recoverable customer E&D and tooling	\$ 384.5	\$ 337.0

Other E&D Costs

Costs incurred in connection with product launches, to the extent not recoverable from the Company's customers, are recorded in cost of sales as incurred and totaled \$138.8 million, \$145.2 million and \$139.5 million for the years ended December 31, 2023, 2022 and 2021, respectively.

All other E&D costs are recorded in selling, general and administrative expenses as incurred and totaled \$180.8 million, \$173.6 million and \$170.7 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Property, Plant and Equipment

Property, plant and equipment is stated at cost. Costs associated with the repair and maintenance of the Company's property, plant and equipment are expensed as incurred. Costs associated with improvements which extend the life, increase the capacity or improve the efficiency or safety of the Company's property, plant and equipment are capitalized and depreciated over the remaining useful life of the related asset. Depreciable property is depreciated over the estimated useful lives of the assets, using principally the straight-line method as follows:

Buildings and improvements	10 to 40 years
Machinery and equipment	5 to 10 years

A summary of property, plant and equipment is shown below (in millions):

December 31,	2023	2022
Land	\$ 105.6	\$ 104.6
Buildings and improvements	919.4	868.6
Machinery and equipment	5,324.4	4,871.5
Construction in progress	408.7	378.0
Total property, plant and equipment	6,758.1	6,222.7
Less – accumulated depreciation	(3,780.7)	(3,368.7)
Net property, plant and equipment	\$ 2,977.4	\$ 2,854.0

For the years ended December 31, 2023, 2022 and 2021, depreciation expense was \$541.9 million, \$505.7 million and \$500.6 million, respectively. As of December 31, 2023, 2022 and 2021, capital expenditures recorded in accounts payable totaled \$133.1 million, \$150.2 million and \$147.8 million, respectively.

Impairment of Goodwill

Goodwill is not amortized but is tested for impairment on at least an annual basis. Impairment testing is required more often than annually if an event or circumstance indicates that an impairment is more likely than not to have occurred. In conducting its annual impairment testing, the Company may first perform a qualitative assessment of whether it is more likely than not that a reporting unit's fair value is less than its carrying amount. If not, no further goodwill impairment testing is required. If it is more likely than not that a reporting unit's fair value is less than its carrying amount, or if the Company elects not to perform a qualitative assessment of a reporting unit, the Company then compares the fair value of the reporting unit to the related net book value. If the net book value of a reporting unit exceeds its fair value, an impairment loss is measured and recognized.

The Company utilizes an income approach to estimate the fair value of each of its reporting units and a market valuation approach to further support this analysis. The income approach is based on projected debt-free cash flow which is discounted to the present value using discount factors that consider the timing and risk of cash flows. The Company believes that this approach is appropriate because it provides a fair value estimate based upon the reporting unit's expected long-term operating cash flow performance. This approach also mitigates the impact of cyclical trends that occur in the industry. Fair value is estimated using recent automotive industry and specific platform production volume projections, which are based on both third-party and internally developed forecasts, as well as commercial and discount rate assumptions. The discount rate used is the value-weighted average of the Company's estimated cost of equity and of debt ("cost of capital") derived using both known and estimated customary market metrics. The Company's weighted average cost of capital is adjusted by reporting unit to reflect a risk factor, if necessary. Other significant assumptions include terminal value growth rates, terminal value margin rates, future capital expenditures and changes in future working capital requirements. While there are inherent uncertainties related to the assumptions used and to management's application of these assumptions to this analysis, the Company believes that the income approach provides a reasonable estimate of the fair value of its reporting units. The market valuation approach is used to further support the Company's analysis and is based on recent transactions involving comparable companies.

The annual goodwill impairment assessment is completed as of the first day of the Company's fourth quarter. The Company performed a qualitative assessment for each reporting unit. The qualitative assessments indicated that it was more likely than not that the fair value of each reporting unit exceeded its respective carrying value.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

A summary of the changes in the carrying amount of goodwill for each of the periods in the two years ended December 31, 2023, is shown below (in millions):

	Seating	E-Systems	Total
Balance as of December 31, 2021	\$ 1,249.3	\$ 408.6	\$ 1,657.9
Acquisition	27.9	—	27.9
Foreign currency translation and other	(16.1)	(9.1)	(25.2)
Balance as of December 31, 2022	1,261.1	399.5	1,660.6
Acquisition	73.5	—	73.5
Foreign currency translation and other	6.9	(3.1)	3.8
Balance as of December 31, 2023	\$ 1,341.5	\$ 396.4	\$ 1,737.9

Intangible Assets

As of December 31, 2023, intangible assets consist primarily of certain intangible assets recorded in connection with the Company's acquisitions, including substantially all of Kongsberg Automotive's Interior Comfort Systems business unit ("Kongsberg ICS") in 2022 and I.G. Bauerrhin ("IGB") in 2023 (Note 4, "Acquisitions"). These intangible assets were recorded at their estimated fair value, based on independent appraisals, as of the transaction or acquisition date. The value assigned to technology intangibles is based on the royalty savings method, which applies a hypothetical royalty rate to projected revenues attributable to the identified technologies. Royalty rates were determined based primarily on analysis of market information. The customer-based intangible asset includes the acquired entity's established relationships with its customers and the ability of these customers to generate future economic profits for the Company. The value assigned to customer-based intangibles is based on the present value of future earnings attributable to the asset group after recognition of required returns to other contributory assets.

A summary of intangible assets as of December 31, 2023, is shown below (in millions):

	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Weighted Average Useful Life (years)
Amortized intangible assets:				
Customer-based	\$ 518.2	\$ (354.9)	\$ 163.3	12
Licensing agreements	71.0	(66.3)	4.7	5
Technology	24.6	(3.7)	20.9	12
Other	0.4	(0.2)	0.2	5
Balance as of December 31, 2023	\$ 614.2	\$ (425.1)	\$ 189.1	11

A summary of intangible assets as of December 31, 2022, is shown below (in millions):

	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Weighted Average Useful Life (years)
Amortized intangible assets:				
Customer-based	\$ 514.9	\$ (313.3)	\$ 201.6	12
Licensing agreements	71.0	(52.0)	19.0	5
Technology	16.2	(1.7)	14.5	13
Other	0.4	(0.1)	0.3	5
Balance as of December 31, 2022	\$ 602.5	\$ (367.1)	\$ 235.4	11

In 2023 and 2022, intangible assets with a gross carrying value of \$1.3 million and \$19.4 million, respectively, became fully amortized and are no longer included in the gross carrying value or accumulated amortization.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Excluding the impact of any future acquisitions, the Company's estimated annual amortization expense for the five succeeding years is shown below (in millions):

Year	Expense
2024	\$ 49.4
2025	22.4
2026	22.0
2027	21.6
2028	20.6

Impairment of Long-Lived Assets

The Company monitors its long-lived assets for impairment indicators on an ongoing basis in accordance with accounting principles generally accepted in the United States ("GAAP"). If impairment indicators exist, the Company performs the required impairment analysis by comparing the undiscounted cash flows expected to be generated from the long-lived assets to the related net book values. If the net book value exceeds the undiscounted cash flows, an impairment loss is measured and recognized. An impairment loss is measured as the difference between the net book value and the fair value of the long-lived assets. Fair value estimates of long-lived assets are based on independent appraisals or discounted cash flows, giving consideration to the highest and best use of the assets. Key assumptions used in the appraisals are based on a combination of market and cost approaches, as appropriate.

For the years ended December 31, 2023, 2022 and 2021, the Company recognized fixed asset impairment charges of \$5.1 million, \$9.9 million and \$4.2 million, respectively, in conjunction with its restructuring actions (Note 5, "Restructuring"). For the years ended December 31, 2023, 2022 and 2021, the Company recognized additional fixed asset impairment charges of \$6.3 million, \$5.7 million and \$7.7 million, respectively. For the year ended December 31, 2022, additional asset impairment charges include \$4.4 million related to the Company's Russian operations. Asset impairment charges are recorded in cost of sales in the accompanying consolidated statements of income for the years ended December 31, 2023, 2022 and 2021.

In 2023, 2022 and 2021, the Company recognized impairment charges of \$1.9 million, \$8.9 million and \$8.5 million, respectively, related to certain definite-lived and indefinite-lived intangible assets of its E-Systems segment resulting from a change in the intended use of such assets. The impairment charges are included in amortization of intangible assets in the accompanying consolidated statements of income for the years ended December 31, 2023, 2022 and 2021.

Impairment of Investments in Affiliates

The Company monitors its investments in affiliates for indicators of other-than-temporary declines in value on an ongoing basis in accordance with GAAP. If the Company determines that an other-than-temporary decline in value has occurred, it recognizes an impairment loss, which is measured as the difference between the recorded book value and the fair value of the investment. Fair value is generally determined using an income approach based on discounted cash flows or negotiated transaction values. For the years ended December 31, 2023 and 2021, the Company recognized impairment charges of \$7.0 million and \$1.0 million, respectively, related to its investments in affiliates. There were no impairment charges recognized related to the Company's investments in affiliates for the year ended December 31, 2022. The impairment charges are included in other expense, net in the accompanying consolidated statements of income for the years ended December 31, 2023 and 2021.

Accrued Liabilities

A summary of accrued liabilities as of December 31, 2023 and 2022, is shown below (in millions):

December 31,	2023	2022
Compensation and employee benefits	\$ 514.8	\$ 404.3
Income and other taxes payable	384.7	300.3
Current portion of lease obligations	151.9	136.8
Current portion of restructuring accrual	104.7	53.5
Other	1,049.1	1,066.6
Accrued liabilities	\$ 2,205.2	\$ 1,961.5

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Leases

The Company determines if an arrangement contains a lease at inception. For all asset classes, the Company utilizes the short-term lease exemption as provided under GAAP. A short-term lease is a lease that, at the commencement date, has a term of twelve months or less and does not include an option to purchase the underlying asset. For all asset classes, the Company accounts for each lease component of a contract and its associated non-lease components as a single lease component, rather than allocating a standalone value to each component of a lease.

For purposes of calculating operating lease obligations under the standard, the Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise such option. The Company's leases do not contain material residual value guarantees or material restrictive covenants.

Operating lease expense is recognized on a straight-line basis over the lease terms.

The discount rate used to measure a lease obligation should be the rate implicit in the lease; however, the Company's operating leases generally do not provide an implicit rate. Accordingly, the Company uses its incremental borrowing rate at lease commencement to determine the present value of lease payments. The incremental borrowing rate is an entity-specific rate which represents the rate of interest a lessee would pay to borrow on a collateralized basis over a similar term with similar payments.

Revenue Recognition

The Company enters into contracts with its customers to provide production parts generally at the beginning of a vehicle's life cycle. Typically, these contracts do not provide for a specified quantity of products, but once entered into, the Company is often expected to fulfill its customers' purchasing requirements for the production life of the vehicle. Many of these contracts may be terminated by the Company's customers at any time. Historically, terminations of these contracts have been infrequent. The Company receives purchase orders from its customers, which provide the commercial terms for a particular production part, including price (but not quantities). Contracts may also provide for annual price reductions over the production life of the vehicle, and prices may be adjusted on an ongoing basis to reflect changes in product content/cost and other commercial factors.

Revenue is recognized at a point in time when control of the product is transferred to the customer under standard commercial terms, as the Company does not have an enforceable right to payment prior to such transfer. The amount of revenue recognized reflects the consideration that the Company expects to be entitled to in exchange for those products based on the current purchase orders, annual price reductions and ongoing price adjustments. Revenue recognized related to prior years represented approximately 1% of consolidated net sales during the years ended December 31, 2023, 2022 and 2021. The Company's customers pay for products received in accordance with payment terms that are customary within the industry. The Company's contracts with its customers do not have significant financing components.

The Company records a contract liability for advances received from its customers. As of December 31, 2023 and 2022, there were no significant contract liabilities recorded. Further, there were no significant contract liabilities recognized in revenue during the years ended December 31, 2023, 2022 and 2021.

Amounts billed to customers related to shipping and handling costs are included in net sales in the consolidated statements of income. Shipping and handling costs are accounted for as fulfillment costs and are included in cost of sales in the consolidated statements of income.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction that are collected by the Company from a customer are excluded from revenue.

Cost of Sales and Selling, General and Administrative Expenses

Cost of sales includes material, labor and overhead costs associated with the manufacture and distribution of the Company's products. Distribution costs include inbound freight costs, purchasing and receiving costs, inspection costs, warehousing costs and other costs of the Company's distribution network. Selling, general and administrative expenses include selling, engineering and development and administrative costs not directly associated with the manufacture and distribution of the Company's products.

Restructuring Costs

Restructuring costs include employee termination benefits, asset impairment charges and contract termination costs, as well as other incremental net costs resulting from the restructuring actions. Employee termination benefits are recorded based on existing union and employee contracts, statutory requirements, completed negotiations and Company policy. Other incremental net costs principally include equipment and personnel relocation costs and gains and losses on the sales of facilities. In addition

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

to restructuring costs, the Company also incurs incremental manufacturing inefficiency costs at the operating locations impacted by the restructuring actions during the related restructuring implementation period. Restructuring costs are recognized in the Company's consolidated financial statements in accordance with GAAP. Generally, charges are recorded as restructuring actions are approved, communicated and/or implemented.

Other Expense, Net

Other expense, net includes non-income related taxes, foreign exchange gains and losses, gains and losses related to certain derivative instruments and hedging activities, losses on the extinguishment of debt, gains and losses on the disposal of fixed assets, gains and losses on the consolidation and deconsolidation of affiliates, the non-service cost components of net periodic benefit cost and other miscellaneous income and expense. A summary of other expense, net is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Other expense	\$ 83.7	\$ 57.2	\$ 65.4
Other income	(28.8)	(10.8)	(65.3)
Other expense, net	\$ 54.9	\$ 46.4	\$ 0.1

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases and tax loss and credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income for the years in which those temporary differences are expected to be recovered or settled.

The Company's current and future provision for income taxes is impacted by the initial recognition of and changes in valuation allowances in certain countries. The Company intends to maintain these allowances until it is more likely than not that the deferred tax assets will be realized. The Company's future provision for income taxes will include no tax benefit with respect to losses incurred and, except for certain jurisdictions, no tax expense with respect to income generated in these countries until the respective valuation allowances are eliminated. Accordingly, income taxes are impacted by changes in valuation allowances and the mix of earnings among jurisdictions. The Company evaluates the realizability of its deferred tax assets on a quarterly basis. In completing this evaluation, the Company considers all available evidence in order to determine whether, based on the weight of the evidence, a valuation allowance for its deferred tax assets is necessary. Such evidence includes historical results, future reversals of existing taxable temporary differences and expectations for future taxable income (exclusive of the reversal of temporary differences and carryforwards), as well as the implementation of feasible and prudent tax planning strategies. If, based on the weight of the evidence, it is more likely than not that all or a portion of the Company's deferred tax assets will not be realized, a valuation allowance is recorded. If operating results improve or decline on a continual basis in a particular jurisdiction, the Company's decision regarding the need for a valuation allowance could change, resulting in either the initial recognition or reversal of a valuation allowance in that jurisdiction, which could have a significant impact on income tax expense in the period recognized and subsequent periods. In determining the provision for income taxes for financial statement purposes, the Company makes certain estimates and judgments, which affect its evaluation of the carrying value of its deferred tax assets, as well as its calculation of certain tax liabilities.

The Company reclassifies taxes from accumulated other comprehensive loss to earnings as the items to which the tax effects relate are similarly reclassified.

The calculation of the Company's gross unrecognized tax benefits and liabilities includes uncertainties in the application of, and changes in, complex tax regulations in a multitude of jurisdictions across its global operations. The Company recognizes tax benefits and liabilities based on its estimates of whether, and the extent to which, additional taxes will be due. The Company adjusts these benefits and liabilities based on changing facts and circumstances; however, due to the complexity of these uncertainties and the impact of tax audits, the ultimate resolutions may differ significantly from the Company's estimates.

Foreign Currency

Assets and liabilities of foreign subsidiaries that use a functional currency other than the U.S. dollar are translated into U.S. dollars at the foreign exchange rates in effect at the end of the period. Revenues and expenses of foreign subsidiaries are translated into U.S. dollars using an average of the foreign exchange rates in effect during the period. Translation adjustments that arise from translating a foreign subsidiary's financial statements from the functional currency to the U.S. dollar are reflected in accumulated other comprehensive loss in the consolidated balance sheets.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Transaction gains and losses that arise from foreign exchange rate fluctuations on transactions denominated in a currency other than the functional currency, except certain long-term intercompany transactions, are included in the consolidated statements of income as incurred.

For the years ended December 31, 2023, 2022 and 2021, other expense, net includes net foreign currency transaction losses of \$53.0 million, \$30.4 million and \$24.8 million, respectively. For the year ended December 31, 2023, net foreign currency transaction losses include \$30.6 million related to the hyper-inflationary environment and significant currency devaluation in Argentina. For the year ended December 31, 2022, net foreign currency transaction losses include \$9.6 million related to foreign exchange rate volatility following Russia's invasion of Ukraine.

Stock-Based Compensation

The Company measures stock-based employee compensation expense at fair value in accordance with GAAP and recognizes such expense over the vesting period of the stock-based employee awards.

Net Income Per Share Attributable to Lear

Basic net income per share attributable to Lear is computed by dividing net income attributable to Lear by the average number of common shares outstanding during the period. Common shares issuable upon the satisfaction of certain conditions pursuant to a contractual agreement are considered common shares outstanding and are included in the computation of basic net income per share attributable to Lear.

Diluted net income per share attributable to Lear is computed using the treasury stock method by dividing net income attributable to Lear by the average number of common shares outstanding, including the dilutive effect of common stock equivalents using the average share price during the period.

A summary of information used to compute basic and diluted net income per share attributable to Lear is shown below (in millions, except share and per share data):

For the year ended December 31,	2023	2022	2021
Net income attributable to Lear	\$ 572.5	\$ 327.7	\$ 373.9
Average common shares outstanding	58,830,334	59,674,488	60,082,833
Dilutive effect of common stock equivalents	286,041	246,041	337,651
Average diluted shares outstanding	59,116,375	59,920,529	60,420,484
Basic net income per share attributable to Lear	\$ 9.73	\$ 5.49	\$ 6.22
Diluted net income per share attributable to Lear	\$ 9.68	\$ 5.47	\$ 6.19

Product Warranty

Losses from warranty obligations are accrued when it is probable that a liability has been incurred and the related amounts are reasonably estimable.

Segment Reporting

The Company is organized under two reportable operating segments: Seating, which consists of the design, development, engineering and manufacture of complete seat systems and key seat components, and E-Systems, which consists of the design, development, engineering and manufacture of complete electrical distribution and connection systems; high-voltage power distribution products, including battery disconnect units ("BDUs"); and low-voltage power distribution products, electronic controllers and other electronic products. Included in the Company's complete seat systems and components are thermal comfort systems and configurable seating product technologies. All of these products are compatible with traditional internal combustion engine ("ICE") architectures and electrified powertrains, including the full range of hybrid, plug-in hybrid and battery electric architectures. Key seat component product offerings include seat trim covers; surface materials such as leather and fabric; seat mechanisms; seat foam; thermal comfort systems such as seat heating, ventilation, active cooling, pneumatic lumbar and massage products; and headrests. Key components of the Company's electrical distribution and connection systems portfolio include wire harnesses, terminals and connectors, high-voltage battery connection systems and engineered components. High-voltage battery connection systems include intercell connect boards, bus bars and main battery connection

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

systems. High-voltage power distribution products control the flow and distribution of high-voltage power throughout electrified vehicles and include BDUs which control all electrical energy flowing into and out of high-voltage batteries in electrified vehicles. Low-voltage power distribution products, electronic controllers and other electronic products facilitate signal, data and/or power management within the vehicle and include the associated software required to facilitate these functions. Key components of the Company's other electronic products portfolio include zone control modules, body domain control modules and low-voltage and high-voltage power distribution modules. The Company's software offerings include embedded control, cybersecurity software and software to control hardware devices. The Company's customers traditionally have sourced its electronic hardware together with the software that the Company embeds in it. The other category includes unallocated costs related to corporate headquarters, regional headquarters and the elimination of intercompany activities, none of which meets the requirements for being classified as an operating segment. Corporate and regional headquarters costs include various support functions, such as information technology, advanced research and development, corporate finance, legal, executive administration and human resources.

Each of the Company's operating segments reports its results from operations and makes its requests for capital expenditures directly to the chief operating decision maker. The economic performance of each operating segment is driven primarily by automotive production volumes in the geographic regions in which it operates, as well as by the success of the vehicle platforms for which it supplies products. Also, each operating segment operates in the competitive Tier 1 automotive supplier environment and is continually working with its customers to manage costs and improve quality. The Company's production processes generally make use of hourly labor, dedicated facilities, sequential manufacturing and assembly processes and commodity raw materials.

The Company evaluates the performance of its operating segments based primarily on (i) revenues from external customers, (ii) pretax income before equity in net income of affiliates, interest expense, net and other expense, net ("segment earnings") and (iii) cash flows, being defined as segment earnings less capital expenditures plus depreciation and amortization.

The accounting policies of the Company's operating segments are the same as those described in this note to the consolidated financial statements.

Derivative Instruments and Hedge Activities

The Company has used derivative financial instruments, including forwards, futures, options, swaps and other derivative contracts, to reduce the effects of fluctuations in foreign exchange rates and interest rates and the resulting variability of the Company's operating results. The Company is not a party to leveraged derivatives. The Company's derivative financial instruments are subject to master arrangements that provide for the net settlement of contracts, by counterparty, in the event of default or termination. On the date that a derivative contract for a hedge instrument is entered into, the Company designates the derivative as either (1) a hedge of the exposure to changes in the fair value of a recognized asset or liability or of an unrecognized firm commitment (a fair value hedge), (2) a hedge of the exposure of a forecasted transaction or of the variability in the cash flows of a recognized asset or liability (a cash flow hedge), (3) a hedge of a net investment in a foreign operation (a net investment hedge) or (4) a contract not designated as a hedge instrument.

For a fair value hedge, the change in the fair value of the derivative is recorded in earnings and reflected in the consolidated statements of income on the same line as the gain or loss on the hedged item attributable to the hedged risk. For a cash flow hedge, the change in the fair value of the derivative is recorded in accumulated other comprehensive loss in the consolidated balance sheets. When the underlying hedged transaction is realized, the gain or loss included in accumulated other comprehensive loss is recorded in earnings and reflected in the consolidated statements of income on the same line as the gain or loss on the hedged item attributable to the hedged risk. For a net investment hedge, the change in the fair value of the derivative is recorded in cumulative translation adjustment, which is a component of accumulated other comprehensive loss in the consolidated balance sheets. When the related currency translation adjustment is required to be reclassified, usually upon the sale or liquidation of the investment, the gain or loss included in accumulated other comprehensive loss is recorded in earnings and reflected in other expense, net in the consolidated statements of income. Changes in the fair value of contracts not designated as hedge instruments are recorded in earnings and reflected in other expense, net in the consolidated statements of income. Cash flows attributable to derivatives used to manage foreign currency risks are classified on the same line as the hedged item attributable to the hedged risk in the consolidated statements of cash flows. Upon settlement, cash flows attributable to derivatives designated as net investment hedges are classified as investing activities in the consolidated statements of cash flows. Cash flows attributable to forward starting interest rate swaps are classified as financing activities in the consolidated statements of cash flows.

The Company formally documents its hedge relationships, including the identification of the hedge instruments and the related hedged items, as well as its risk management objectives and strategies for undertaking the hedge transaction. Derivatives are recorded at fair value in other current and long-term assets and other current and long-term liabilities in the consolidated

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

balance sheets. The Company also formally assesses whether a derivative used in a hedge transaction is highly effective in offsetting changes in either the fair value or the cash flows of the hedged item. When it is determined that a hedged transaction is no longer probable to occur, the Company discontinues hedge accounting.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. During 2023, there were no material changes in the methods or policies used to establish estimates and assumptions. Other matters subject to estimation and judgment include amounts related to accounts receivable realization, inventory obsolescence, asset impairments, useful lives of fixed and intangible assets and unsettled pricing negotiations with customers and suppliers (Note 3, "Summary of Significant Accounting Policies"), acquisitions (Note 4, "Acquisitions"), restructuring accruals (Note 5, "Restructuring"), deferred tax asset valuation allowances and income taxes (Note 9, "Income Taxes"), pension and other postretirement benefit plan assumptions (Note 10, "Pension and Other Postretirement Benefit Plans") and accruals related to legal, warranty and environmental matters (Note 14, "Legal and Other Contingencies"). Actual results may differ significantly from the Company's estimates.

(4) Acquisitions

I.G. Bauerhin

On April 26, 2023, the Company completed the acquisition of IGB, a privately held supplier of automotive seat heating, ventilation and active cooling, steering wheel heating, seat sensors and electronic control modules, headquartered in Grundau-Rothenbergen, Germany. IGB has more than 4,600 employees at nine manufacturing plants in seven countries with annual sales of approximately \$290 million. The acquisition of IGB furthers the Company's comprehensive strategy to develop and integrate a complete portfolio of thermal comfort systems for automotive seating.

The acquisition of IGB was accounted for as a business combination, and accordingly, the assets acquired and liabilities assumed are included in the accompanying consolidated balance sheet as of December 31, 2023. The operating results and cash flows of IGB are included in the accompanying consolidated financial statements from the date of acquisition in the Company's Seating segment.

The preliminary purchase price and related allocation are shown below (in millions):

	July 1, 2023	Adjustments	December 31, 2023
Preliminary purchase price, net of acquired cash	\$ 174.5	\$ —	\$ 174.5
Property, plant and equipment	49.7	(2.2)	47.5
Other assets purchased and liabilities assumed, net	37.9	0.2	38.1
Goodwill	69.9	3.6	73.5
Intangible assets	17.0	(1.6)	15.4
Preliminary purchase price allocation	\$ 174.5	\$ —	\$ 174.5

Goodwill recognized is primarily attributable to the assembled workforce and expected synergies related to future growth.

Intangible assets consist of amounts recognized for the fair value of developed technology and customer-based assets which were both based on an independent appraisal. Developed technology assets have a weighted average useful life of approximately nine years. Customer-based assets include IGB's established relationships with its customers and the ability of these customers to generate future economic profits for the Company and have a weighted average useful life of approximately thirteen years.

The purchase price and related allocation are preliminary and may be revised as a result of further adjustments made to the purchase price and additional information obtained regarding assets acquired and liabilities assumed, including, but not limited to, certain tax attributes and contingent liabilities.

For the years ended December 31, 2023 and 2022, the Company incurred transaction costs of \$0.5 million and \$1.2 million, respectively, which were expensed as incurred and are recorded in selling, general and administrative expenses in the accompanying consolidated statements of income.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

The pro-forma effects of this acquisition do not materially impact the Company's reported results for any period presented.

For further information related to acquired assets measured at fair value, see Note 16, "Financial Instruments."

Kongsberg ICS

On February 28, 2022, the Company completed the acquisition of Kongsberg ICS. Kongsberg ICS specializes in thermal comfort systems, including seat massage, lumbar, heat and ventilation products, with annual sales of approximately \$300 million, of which approximately 20% are intercompany.

The acquisition of Kongsberg ICS was accounted for as a business combination, and accordingly, the assets acquired and liabilities assumed are included in the accompanying consolidated balance sheets as of December 31, 2023 and 2022. The operating results and cash flows of Kongsberg ICS are included in the accompanying consolidated financial statements from the date of acquisition in the Company's Seating segment.

The final purchase price and related allocation are shown below (in millions):

	December 31, 2023
Purchase price, net of acquired cash	\$ 188.3
Property, plant and equipment	124.1
Other assets purchased and liabilities assumed, net	25.2
Goodwill	27.9
Intangible assets	11.1
Purchase price allocation	\$ 188.3

Goodwill recognized is primarily attributable to the assembled workforce and expected synergies related to future growth.

Intangible assets consist of amounts recognized for the fair value of developed technology based on an independent appraisal. Developed technology assets have a weighted average useful life of approximately seventeen years.

For the year ended December 31, 2022, the Company incurred transaction costs of \$10.0 million, which were expensed as incurred and are recorded in selling, general and administrative expenses in the accompanying consolidated statement of income.

The pro-forma effects of this acquisition do not materially impact the Company's reported results for any period presented.

For further information related to acquired assets measured at fair value, see Note 16, "Financial Instruments."

(5) Restructuring

Charges recorded in connection with the Company's restructuring actions are shown below (in millions):

For the year ended December 31,	2023	2022	2021
Employee termination benefits	\$ 119.2	\$ 121.9	\$ 85.1
Asset impairments			
Property, plant and equipment	5.1	9.9	4.2
Right-of-use assets	10.9	6.5	7.2
Contract termination costs	5.7	4.5	0.3
Other related net costs	(8.2)	11.4	4.1
	\$ 132.7	\$ 154.2	\$ 100.9

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Restructuring charges by income statement account are shown below (in millions):

For the year ended December 31,	2023	2022	2021
Cost of sales	\$ 130.2	\$ 129.7	\$ 75.6
Selling, general and administrative expenses	20.7	24.5	32.0
Other (income) expense, net	(18.2)	—	(6.7)
	\$ 132.7	\$ 154.2	\$ 100.9

Restructuring charges by operating segment are shown below (in millions):

For the year ended December 31,	2023	2022	2021
Seating	\$ 99.5	\$ 65.3	\$ 45.7
E-Systems	30.5	82.8	47.7
Other	2.7	6.1	7.5
	\$ 132.7	\$ 154.2	\$ 100.9

The Company expects to incur approximately \$62 million and approximately \$14 million of additional restructuring costs in its Seating and E-Systems segments, respectively, related to activities initiated as of December 31, 2023, and expects that the components of such costs will be consistent with its historical experience.

A summary of the changes in the Company's restructuring reserves is shown below (in millions):

	2023	2022
Balance as of January 1,	\$ 82.9	\$ 129.4
Provision for employee termination benefits	119.2	121.9
Payments, utilizations and foreign currency	(80.5)	(168.4)
Balance as of December 31,	\$ 121.6	\$ 82.9

(6) Investments in Affiliates and Other Related Party Transactions

The Company's beneficial ownership in affiliates accounted for under the equity method is shown below:

December 31,	2023	2022	2021
Beijing BHAP Lear Automotive Systems Co., Ltd. (China)	50%	50%	50%
Guangzhou Lear Automotive Components Co., Ltd. (China)	50	50	50
Jiangxi Jiangling Lear Interior Systems Co., Ltd. (China)	50	50	50
Lear Dongfeng Automotive Seating Co., Ltd. (China)	50	50	50
Beijing Lear Hyundai Transys Co., Ltd. (China)	50	50	40
Changchun Lear FAWSN Automotive Seat Systems Co., Ltd. (China)	49	49	49
Honduras Electrical Distribution Systems S. de R.L. de C.V. (Honduras)	49	49	49
Kyungshin-Lear Sales and Engineering LLC	49	49	49
Shenyang Jinbei Lear Automotive Seating Co. Ltd. (China)	49	49	49
Shenzhen Shinry Lear Electric Control Technology Co., Ltd. (China)	49	49	—
Hyundai Transys Lear Automotive Private Limited (India)	35	35	35
Techstars Corporate Partner 2017 LLC	34	34	34
RevoLaze, LLC	20	20	20
Maniv Mobility II A, L.P.	7	7	7
Trucks Venture Fund 2, L.P.	7	7	5
Autotech Fund II, L.P.	3	3	4

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Summarized group financial information for affiliates accounted for under the equity method as of December 31, 2023 and 2022, and for the years ended December 31, 2023, 2022 and 2021, is shown below (unaudited; in millions):

December 31,	2023	2022
Balance sheet data:		
Current assets	\$ 1,545.7	\$ 1,335.9
Non-current assets	240.2	235.0
Current liabilities	1,165.6	1,009.2
Non-current liabilities	20.2	8.4

For the year ended December 31,	2023	2022	2021
Income statement data:			
Net sales	\$ 2,676.9	\$ 2,447.6	\$ 1,833.6
Gross profit	149.7	106.1	50.1
Income before provision for income taxes	116.7	102.8	104.5
Net income attributable to affiliates	82.2	64.4	80.5

A summary of amounts recorded in the Company's consolidated balance sheets related to its affiliates is shown below (in millions):

December 31,	2023	2022
Aggregate investment in affiliates	\$ 217.1	\$ 196.7
Receivables due from affiliates (including notes and advances)	170.7	182.5
Payables due to affiliates	0.5	0.7

A summary of transactions with affiliates accounted for under the equity method and other related parties is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Sales to affiliates	\$ 654.6	\$ 783.0	\$ 676.6
Purchases from affiliates	2.1	9.0	4.4
Management and other fees for services provided to affiliates	32.7	32.6	38.5
Dividends received from affiliates	21.7	21.1	26.8

The Company has certain investments with beneficial ownership interests of less than 20% that are accounted for under the equity method as the Company's beneficial ownership interests in these entities are similar to partnership interests.

2021

In 2021, the Company acquired a 49% interest in Shenyang Jinbei Lear Automotive Seating Co. Ltd. ("Shenyang Jinbei") for \$41.3 million. The investment is accounted for under the equity method as the Company does not control Shenyang Jinbei but does have the ability to exercise significant influence over certain operating and financial policies of Shenyang Jinbei. The acquisition cost is classified within cash flows used in investing activities in the accompanying consolidated statement of cash flows for the year ended December 31, 2021.

For further information related to acquired assets measured at fair value, see Note 16, "Financial Instruments."

(7) Debt

Short-Term Borrowings

The Company utilizes uncommitted lines of credit as needed for its short-term working capital fluctuations. As of December 31, 2023 and 2022, the Company had lines of credit from banks totaling \$337.7 million and \$298.2 million, respectively. As of December 31, 2023 and 2022, the Company had short-term debt balances outstanding related to draws on its lines of credit of \$27.5 million and \$9.9 million, respectively.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Long-Term Debt

A summary of long-term debt, net of unamortized debt issuance costs and unamortized original issue premium (discount) and the related weighted average interest rates is shown below (in millions):

Debt Instrument	December 31,				
	2023		2023		
	Long-Term Debt	Unamortized Debt Issuance Costs	Unamortized Original Issue Premium (Discount)	Long-Term Debt, Net	Weighted Average Interest Rate
Delayed-Draw Term Loan Facility (the "Term Loan")	\$ 150.0	\$ (0.5)	\$ —	\$ 149.5	6.575%
3.8% Senior Notes due 2027 (the "2027 Notes")	550.0	(1.6)	(1.4)	547.0	3.885%
4.25% Senior Notes due 2029 (the "2029 Notes")	375.0	(1.7)	(0.6)	372.7	4.288%
3.5% Senior Notes due 2030 (the "2030 Notes")	350.0	(1.8)	(0.5)	347.7	3.525%
2.6% Senior Notes due 2032 (the "2032 Notes")	350.0	(2.5)	(0.7)	346.8	2.624%
5.25% Senior Notes due 2049 (the "2049 Notes")	625.0	(5.6)	12.6	632.0	5.103%
3.55% Senior Notes due 2052 (the "2052 Notes")	350.0	(3.7)	(0.4)	345.9	3.558%
Other	1.3	—	—	1.3	N/A
	<u>\$ 2,751.3</u>	<u>\$ (17.4)</u>	<u>\$ 9.0</u>	<u>2,742.9</u>	
Less — Current portion				(0.3)	
Long-term debt				<u>\$ 2,742.6</u>	

Debt Instrument	December 31,				
	2022		2022		
	Long-Term Debt	Unamortized Debt Issuance Costs	Unamortized Original Issue Premium (Discount)	Long-Term Debt, Net	Weighted Average Interest Rate
2027 Notes	\$ 550.0	\$ (2.1)	\$ (1.8)	\$ 546.1	3.885%
2029 Notes	375.0	(2.0)	(0.7)	372.3	4.288%
2030 Notes	350.0	(2.0)	(0.6)	347.4	3.525%
2032 Notes	350.0	(2.8)	(0.7)	346.5	2.624%
2049 Notes	625.0	(6.0)	13.2	632.2	5.103%
2052 Notes	350.0	(3.8)	(0.5)	345.7	3.558%
Other	11.8	—	—	11.8	N/A
	<u>\$ 2,611.8</u>	<u>\$ (18.7)</u>	<u>\$ 8.9</u>	<u>2,602.0</u>	
Less — Current portion				(10.8)	
Long-term debt				<u>\$ 2,591.2</u>	

Senior Notes

The issuance, maturity and interest payment dates of the Company's senior unsecured 2027 Notes, 2029 Notes, 2030 Notes, 2032 Notes, 2049 Notes and 2052 Notes (collectively, the "Notes") are shown below:

Note	Issuance Date	Maturity Date	Interest Payment Dates
2027 Notes	August 2017	September 15, 2027	March 15 and September 15
2029 Notes	May 2019	May 15, 2029	May 15 and November 15
2030 Notes	February 2020	May 30, 2030	May 30 and November 30
2032 Notes	November 2021	January 15, 2032	January 15 and July 15
2049 Notes	May 2019 and February 2020	May 15, 2049	May 15 and November 15
2052 Notes	November 2021	January 15, 2052	January 15 and July 15

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Notes to Consolidated Financial Statements (continued)

2027 Notes Issued in 2017

In 2017, the Company issued \$750 million in aggregate principal amount at maturity of 2027 Notes at a stated coupon rate of 3.8%. The 2027 Notes were issued at 99.294% of par, resulting in a yield to maturity of 3.885%. The net proceeds from the offering of \$744.7 million, after original issue discount, were used to redeem the outstanding \$500 million in aggregate principal amount of the senior unsecured notes due 2023 at a redemption price equal to 100% of the principal amount thereof, plus a "make-whole" premium of \$17.0 million, as well as to refinance a portion of the Company's \$500 million prior term loan facility.

In November 2021, the Company paid \$221.5 million for the purchase of \$200 million in aggregate principal amount of the 2027 Notes, including an early tender premium of \$21.0 million and related fees of \$0.5 million. In connection with this transaction, the Company recognized a loss of \$23.9 million on the extinguishment of debt.

Prior to June 15, 2027, the Company, at its option, may redeem the 2027 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus a "make-whole" premium as of, and accrued and unpaid interest to, the redemption date. On or after June 15, 2027, but prior to the maturity date of September 15, 2027, the Company, at its option, may redeem the 2027 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date.

2029 and 2049 Notes Issued in 2019

In 2019, the Company issued \$375 million in aggregate principal amount at maturity of 2029 Notes and \$325 million in aggregate principal amount at maturity of 2049 Notes. The 2029 Notes have a stated coupon rate of 4.25% and were issued at 99.691% of par, resulting in a yield to maturity of 4.288%. The 2049 Notes have a stated coupon rate of 5.25% and were issued at 98.32% of par, resulting in a yield to maturity of 5.363%.

The net proceeds from the offering of \$693.3 million, after original issue discount, were used to redeem \$325 million in aggregate principal amount of 5.375% senior notes due 2024 (the "2024 Notes") at a redemption price equal to 102.688% of the principal amount of such 2024 Notes, plus accrued interest, as well as to finance the acquisition of Xevo and for general corporate purposes.

Prior to February 15, 2029, the Company, at its option, may redeem the 2029 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus the applicable premium, if any, as of, and accrued and unpaid interest to, but not including, the redemption date. On or after February 15, 2029, the Company, at its option, may redeem the 2029 Notes, at any time, in whole or in part, on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

Prior to November 15, 2048, the Company, at its option, may redeem the 2049 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus the applicable premium, if any, as of, and accrued and unpaid interest to, but not including, the redemption date. On or after November 15, 2048, the Company, at its option, may redeem the 2049 Notes, at any time, in whole or in part, on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

2030 Notes and 2049 Notes Issued in 2020

In 2020, the Company issued \$350 million in aggregate principal amount at maturity of 2030 Notes and \$300 million in aggregate principal amount at maturity of 2049 Notes. The 2030 Notes have a stated coupon rate of 3.5% and were issued at 99.774% of par, resulting in a yield to maturity of 3.525%. The 2049 Notes have a stated coupon rate of 5.25% and were issued at 106.626% of par, resulting in a yield to maturity of 4.821%.

The net proceeds from the offering were \$669.1 million after original issue discount. The proceeds were used to redeem \$650 million in aggregate principal amount of 5.25% senior notes due 2025 (the "2025 Notes") at a redemption price equal to 102.625% of the principal amount of such 2025 Notes, plus accrued interest.

Prior to February 28, 2030, the Company, at its option, may redeem the 2030 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus the applicable premium, if any, as of, and accrued and unpaid interest to, but not including, the redemption date. On or after February 28, 2030, the Company, at its option, may redeem the 2030 Notes, at any time, in whole or in part, on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

Prior to November 15, 2048, the Company, at its option, may redeem the 2049 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus the applicable premium, if any, as of, and accrued and unpaid interest to, but not including, the redemption date. On or after November 15, 2048, the Company, at its option, may redeem the 2049

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Notes to Consolidated Financial Statements (continued)

Notes, at any time, in whole or in part, on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

2032 Notes and 2052 Notes Issued in 2021

In 2021, the Company issued \$350 million in aggregate principal amount at maturity of 2032 Notes and \$350 million in aggregate principal amount at maturity of 2052 Notes. The 2032 Notes have a stated coupon rate of 2.6% and were issued at 99.782% of par, resulting in a yield to maturity of 2.624%. The 2052 Notes have a stated coupon rate of 3.55% and were issued at 99.845% of par, resulting in a yield to maturity of 3.558%.

The net proceeds from the offering of \$698.7 million, after original issue discount, were used, in part, to fund the tender of \$200 million in aggregate principal amount of 2027 Notes (see "— 2027 Notes" above) and the repayment in full of \$206.3 million outstanding on the Company's \$250 million term loan facility under its credit agreement (see "— Credit Agreement" below). The remaining net proceeds were used to finance the 2022 acquisition of Kongsberg ICS (Note 4, "Acquisitions") and for general corporate purposes.

Prior to October 15, 2031, the Company, at its option, may redeem the 2032 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus the applicable premium, if any, as of, and accrued and unpaid interest to, but not including, the redemption date. On or after October 15, 2031, the Company, at its option, may redeem the 2032 Notes, at any time, in whole or in part, on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

Prior to July 15, 2051, the Company, at its option, may redeem the 2052 Notes, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus the applicable premium, if any, as of, and accrued and unpaid interest to, but not including, the redemption date. On or after July 15, 2051, the Company, at its option, may redeem the 2052 Notes, at any time, in whole or in part, on not less than 15 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

In connection with these transactions, the Company paid related issuance costs of \$7.1 million in 2021.

Covenants

Subject to certain exceptions, the indentures governing the Notes contain restrictive covenants that, among other things, limit the ability of the Company to: (i) create or permit certain liens and (ii) consolidate, merge or sell all or substantially all of the Company's assets. The indentures governing the Notes also provide for customary events of default. As of December 31, 2023, the Company was in compliance with all covenants under the indentures governing the Notes.

Credit Agreement

In 2017, the Company entered into an unsecured credit agreement, which consisted of a \$1.75 billion revolving credit facility (the "Revolving Credit Facility") and a \$250 million term loan facility (the "Term Loan Facility"). In October 2021, the Company entered into an amended and restated credit agreement (the "Credit Agreement") that increased the Revolving Credit Facility to \$2.0 billion and extended the maturity date to October 28, 2026. In November 2021, the Company repaid in full \$206.3 million outstanding on the Term Loan Facility. Inclusive of this amount, the Company made principal payments on the Term Loan Facility of \$220.3 million in 2021. In connection with these transactions, the Company recognized a loss of \$0.7 million on the extinguishment of debt and paid related issuance costs of \$2.8 million.

In June 2023, the Company amended the Credit Agreement to implement the transition from the London Interbank Offered Rate to the Secured Overnight Financing Rate ("SOFR") in accordance with the existing terms of the Credit Agreement, adopting SOFR as the reference rate for certain U.S. dollar-denominated borrowings.

In November 2023, the Company entered into an extension agreement (the "Extension Agreement") related to its Credit Agreement to extend the maturity date by one year to October 28, 2027, and replace the Canadian Dollar Offered Rate (CDOR) with term Canadian Overnight Repo Rate Average (CORRA) as the benchmark rate for term rate loans denominated in Canadian dollars. In connection with the Extension Agreement, the Company paid related issuance costs of \$1.2 million.

In 2023 and 2021, there were no borrowings or repayments under the Revolving Credit Facility. In 2022, aggregate borrowings and repayments under the Revolving Credit Facility were \$65.0 million. As of December 31, 2023 and 2022, there were no borrowings outstanding under the Revolving Credit Facility.

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Notes to Consolidated Financial Statements (continued)

Advances under the Credit Agreement generally bear interest based on (i) Term Benchmark, Central Bank Rate and Risk Free Rate ("RFR") (in each case, as defined in the Credit Agreement) or (ii) Alternate Base Rate ("ABR") and Canadian Prime Rate (in each case, as defined in the Credit Agreement). As of December 31, 2023, the ranges and rates are as follows (in percentages):

	Term Benchmark, Central Bank Rate and RFR Loans			ABR and Canadian Prime Rate Loans		
	Minimum	Maximum	Rate as of December 31, 2023	Minimum	Maximum	Rate as of December 31, 2023
Credit Agreement	0.925 %	1.450 %	1.125 %	0.000 %	0.450 %	0.125 %

The facility fee, which ranges from 0.075% to 0.20% of the total amount committed under the Revolving Credit Facility, is payable quarterly.

Covenants

The Credit Agreement contains various customary representations, warranties and covenants by the Company, including, without limitation, (i) covenants regarding maximum leverage, (ii) limitations on fundamental changes involving the Company or its subsidiaries and (iii) limitations on indebtedness and liens. As of December 31, 2023, the Company was in compliance with all covenants under the Credit Agreement.

Term Loan

In May 2023, the Company borrowed \$150.0 million under its unsecured delayed-draw term loan facility (the "Term Loan") to finance, in part, the acquisition of IGB (Note 4, "Acquisitions"). The Term Loan matures on May 1, 2026, three years after the funding date. Advances under the Term Loan generally bear interest based on the Daily or Term SOFR (as defined in the Term Loan agreement) plus a margin determined in accordance with a pricing grid that ranges from 1.00% to 1.525%. As of December 31, 2023, the interest rate was 6.575%.

Covenants

The Term Loan contains the same covenants as the Credit Agreement. As of December 31, 2023, the Company was in compliance with all covenants under the Term Loan.

Other

As of December 31, 2023, other long-term debt, including the current portion, consisted of amounts outstanding under finance lease agreements. As of December 31, 2022, other long-term debt, including the current portion, consisted of amounts outstanding under an unsecured working capital loan and a finance lease agreement.

(8) Leases

The Company has operating leases for production, office and warehouse facilities, manufacturing and office equipment and vehicles. Operating lease assets and obligations included in the accompanying consolidated balance sheet are shown below (in millions):

December 31,	2023	2022
Right-of-use assets under operating leases:		
Other long-term assets	\$ 733.5	\$ 701.8
Lease obligations under operating leases:		
Accrued liabilities	\$ 151.9	\$ 136.8
Other long-term liabilities	623.0	595.1
	\$ 774.9	\$ 731.9

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Maturities of lease obligations as of December 31, 2023, are shown below (in millions):

2024	\$	177.9
2025		156.3
2026		131.6
2027		108.6
2028		87.8
Thereafter		213.2
Total undiscounted cash flows		875.4
Less: Imputed interest		(100.5)
Lease obligations under operating leases	\$	774.9

In addition to the right-of-use assets obtained in exchange for operating lease obligations shown below, the Company acquired \$14.3 million of right-of-use assets and related lease obligations in conjunction with its acquisition of IGB in 2023 and \$34.1 million of right-of-use assets and related lease obligations in conjunction with its acquisition of Kongsberg ICS in 2022. See Note 4, "Acquisitions."

Cash flow information related to operating leases is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Non-cash activity:			
Right-of-use assets obtained in exchange for operating lease obligations	\$ 181.6	\$ 236.1	\$ 258.4
Operating cash flows:			
Cash paid related to operating lease obligations	\$ 183.2	\$ 164.3	\$ 164.2

Lease expense included in the accompanying consolidated statement of income is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Operating lease expense	\$ 182.9	\$ 164.5	\$ 160.3
Short-term lease expense	20.7	22.1	19.4
Variable lease expense	9.7	8.4	7.9
Total lease expense	\$ 213.3	\$ 195.0	\$ 187.6

The Company's short-term lease expense excludes leases with a duration of one month or less.

Variable lease expense includes payments based on performance or usage, as well as changes to index and rate-based lease payments. Additionally, the Company evaluated its supply contracts with its customers and concluded that variable lease expense in these arrangements is not material.

For the years ended December 31, 2023, 2022 and 2021, the Company recognized impairment charges of \$10.9 million, \$6.5 million and \$7.2 million, respectively, related to its right-of-use assets in conjunction with its restructuring actions (Note 5, "Restructuring"). For the year ended December 31, 2022, the Company recognized additional right-of-use asset impairment charges of \$7.0 million related to its Russian operations. The impairment charges are included in cost of sales in the accompanying consolidated statements of income.

The weighted average lease term and discount rate for operating leases as of December 31, 2023, are shown below:

Weighted average remaining lease term	Seven years
Weighted average discount rate	4.0 %

For the year ended December 31, 2023, the Company recognized a gain of \$11.3 million on the sale of a manufacturing facility that was subsequently leased back under a short-term lease. The gain is included in other expense, net in the accompanying consolidated statement of income.

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Notes to Consolidated Financial Statements (continued)

(9) Income Taxes

A summary of consolidated income before provision for income taxes and equity in net income of affiliates and the components of provision for income taxes is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Consolidated income before provision for income taxes and equity in net income of affiliates:			
Domestic	\$ 59.9	\$ 87.6	\$ (110.9)
Foreign	717.3	421.7	694.4
	\$ 777.2	\$ 509.3	\$ 583.5
Domestic (benefit) provision for income taxes:			
Current provision	\$ 43.0	\$ 35.3	\$ 38.4
Deferred benefit	(29.4)	(41.4)	(76.6)
Total domestic (benefit) provision	\$ 13.6	\$ (6.1)	\$ (38.2)
Foreign provision for income taxes:			
Current provision	\$ 196.6	\$ 147.8	\$ 154.8
Deferred (benefit) provision	(29.4)	(8.0)	21.1
Total foreign provision	\$ 167.2	\$ 139.8	\$ 175.9
Provision for income taxes	\$ 180.8	\$ 133.7	\$ 137.7

The domestic current provision includes withholding taxes related to dividends and royalties paid by the Company's foreign subsidiaries, as well as state and local taxes. In 2023, 2022 and 2021, the provision for income taxes includes the benefit of prior unrecognized net operating loss carryforwards of \$8.0 million, \$0.8 million and \$2.9 million, respectively.

A summary of the differences between the provision for income taxes calculated at the United States federal statutory income tax rate of 21% and the consolidated provision for income taxes is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Consolidated income before provision for income taxes and equity in net income of affiliates multiplied by the United States federal statutory income tax rate	\$ 163.2	\$ 107.0	\$ 122.5
Differences in income taxes on foreign earnings, losses and remittances	43.2	24.5	30.4
Valuation allowance adjustments ⁽¹⁾	(3.3)	45.2	29.0
Research and development and other tax credits	(15.9)	(15.0)	(19.0)
FDII deduction	(20.1)	(16.9)	(6.0)
U.S. tax impact of foreign earnings ⁽²⁾	3.4	(6.3)	(9.8)
Tax audits and assessments	1.5	3.2	3.2
Other	8.8	(8.0)	(12.6)
Provision for income taxes	\$ 180.8	\$ 133.7	\$ 137.7

⁽¹⁾ Relates primarily to changes in valuation allowances on the deferred tax assets of foreign subsidiaries in 2022 and 2021.

⁽²⁾ Reflects the impact on the domestic provision for income taxes related to foreign source income, including foreign branch earnings net of the applicable foreign tax credits in the general, foreign branch, GILTI and passive separate limitation categories. This amount includes the U.S. tax impact of apportioning U.S. expenses against the GILTI basket in calculating the foreign tax credit limitation resulting in no tax benefit for these expenses due to the Company's excess foreign tax credit position in the GILTI basket for 2023 and 2021.

For the years ended December 31, 2023, 2022 and 2021, income in foreign jurisdictions with tax holidays was \$48.4 million, \$40.5 million and \$55.6 million, respectively. Such tax holidays generally expire from 2023 through 2036.

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Notes to Consolidated Financial Statements (continued)

Deferred income taxes represent temporary differences in the recognition of certain items for financial reporting and income tax purposes. A summary of the components of the net deferred income tax asset is shown below (in millions):

December 31,	2023	2022
Deferred income tax assets (liabilities):		
Tax loss carryforwards	\$ 394.3	\$ 397.4
Tax credit carryforwards	240.4	243.9
Retirement benefit plans	24.6	22.6
Accrued liabilities	269.8	208.7
Self-insurance reserves	5.4	5.5
Current asset basis differences	50.3	42.0
Long-term asset basis differences ⁽¹⁾	16.4	3.5
Deferred compensation	35.4	25.8
Capitalized engineering, research and development	201.0	169.6
Undistributed earnings of foreign subsidiaries	(83.9)	(71.7)
Derivative instruments and hedging activities	(31.6)	(10.7)
Other	1.2	1.8
Net deferred income tax asset before valuation allowance	1,123.3	1,038.4
Valuation allowance	(429.0)	(417.9)
Net deferred income tax asset	\$ 694.3	\$ 620.5

⁽¹⁾ Included in the long-term asset basis differences for the years ended December 31, 2023 and 2022, are deferred tax assets of \$157.3 million and \$145.5 million, respectively, related to lease obligations and deferred tax liabilities of \$157.3 million and \$145.5 million, respectively, related to right-of-use assets.

As of December 31, 2023 and 2022, the valuation allowance with respect to the Company's deferred tax assets was \$429.0 million and \$417.9 million, respectively, a net increase of \$11.1 million.

Concluding that a valuation allowance is not required is difficult when there is significant negative evidence, such as cumulative losses in recent years, which is objective and verifiable. When measuring cumulative losses in recent years, the Company uses a rolling three-year period of pretax book income, adjusted for permanent differences between book and taxable income and certain other items. As of December 31, 2023, the Company continues to maintain a U.S. valuation allowance of \$30.6 million, primarily related to U.S. state and local deferred tax assets that, due to their nature, are not likely to be realized. In addition, the Company continues to maintain a valuation allowance of \$398.4 million with respect to its deferred tax assets in several international jurisdictions.

The classification of the net deferred income tax asset is shown below (in millions):

December 31,	2023	2022
Long-term deferred income tax assets	\$ 798.2	\$ 709.2
Long-term deferred income tax liabilities	(103.9)	(88.7)
Net deferred income tax asset	\$ 694.3	\$ 620.5

As of December 31, 2023, deferred income taxes have not been provided on the undistributed earnings of the Company's foreign subsidiaries since these earnings will not be taxable upon repatriation to the United States. These earnings will be primarily treated as previously taxed income from either the one-time transition tax or GILTI, or they will be offset with a 100% dividend received deduction. However, the Company continues to provide a deferred tax liability for foreign withholding tax that will be incurred with respect to the undistributed foreign earnings that are not permanently reinvested.

As of December 31, 2023, the Company had tax loss carryforwards of \$1.7 billion. Of the total tax loss carryforwards, \$1.4 billion have no expiration date, and \$252.8 million expire between 2024 and 2040. In addition, the Company had tax credit carryforwards of \$240.4 million, comprised principally of U.S. foreign tax credits of \$69.4 million that expire between 2027 and 2031, U.S. research and development credits of \$128.1 million that expire between 2025 and 2043 and other tax credits primarily in international jurisdictions of \$42.9 million that generally expire between 2024 and 2043.

As of December 31, 2023, 2022 and 2021, the Company's gross unrecognized tax benefits were \$33.1 million, \$32.7 million and \$34.9 million (excluding interest and penalties), respectively, which are recorded in other long-term liabilities in the

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Notes to Consolidated Financial Statements (continued)

accompanying consolidated balance sheets. All of the Company's gross unrecognized tax benefits, if recognized, would affect the Company's effective tax rate.

A summary of the changes in gross unrecognized tax benefits is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Balance at beginning of period	\$ 32.7	\$ 34.9	\$ 36.4
Additions based on tax positions related to current year	5.1	4.8	7.7
Reductions based on tax positions related to prior years	—	—	(4.0)
Settlements	—	(1.9)	(0.3)
Statute expirations	(5.1)	(6.3)	(5.2)
Foreign currency translation	0.4	1.2	0.3
Balance at end of period	\$ 33.1	\$ 32.7	\$ 34.9

The Company recognizes interest and penalties with respect to unrecognized tax benefits as income tax expense. As of December 31, 2023, 2022 and 2021, the Company had recorded gross reserves of \$11.6 million, \$12.3 million and \$12.7 million, respectively, related to interest and penalties, all of which, if recognized, would affect the Company's effective tax rate.

The Company operates in multiple jurisdictions throughout the world, and its tax returns are periodically audited or subject to review by both domestic and foreign tax authorities. During the next twelve months, it is reasonably possible that, as a result of audit settlements, the conclusion of current examinations and the expiration of the statute of limitations in multiple jurisdictions, the Company may decrease the amount of its gross unrecognized tax benefits by \$5.0 million, all of which, if recognized, would affect the Company's effective tax rate. The gross unrecognized tax benefits subject to potential decrease involve issues related to transfer pricing and various other tax items in multiple jurisdictions. However, as a result of ongoing examinations, tax proceedings in certain countries, additions to the gross unrecognized tax benefits for positions taken and interest and penalties, if any, arising in 2024, it is not possible to estimate the potential net increase or decrease to the Company's gross unrecognized tax benefits during the next twelve months.

The Company considers its significant tax jurisdictions to include China, Germany, Italy, Mexico, Morocco, Spain, the United Kingdom and the United States. The Company or its subsidiaries generally remain subject to income tax examination in certain U.S. state and local jurisdictions for years after 2018. Further, the Company or its subsidiaries remain subject to income tax examination in Spain for years after 2007, in Mexico for years after 2016, in Italy and Morocco for years after 2017, in Germany for years after 2018, in China and the United Kingdom for years after 2019 and in the United States generally for years after 2021.

On August 16, 2022, the Inflation Reduction Act of 2022 ("IRA") was signed into law. The IRA contains a number of revisions to the Internal Revenue Code, including a 15% corporate minimum tax and a 1% excise tax on share repurchases, which are effective for tax years beginning after December 31, 2022. The tax-related provisions of the IRA did not have a material impact on the Company's consolidated financial statements. For the year ended December 31, 2023, the Company incurred \$2.9 million of excise taxes on its share repurchases, which is included in repurchases of shares of common stock in the accompanying consolidated statement of equity.

In 2021, the Brazilian Supreme Court ruled on certain matters, including the method of determining the amount of indirect tax credits that taxpayers are entitled to monetize in future periods. As a result of the ruling, other expense, net includes a gain of \$45.0 million for the year ended December 31, 2021, for which \$8.0 million of tax expense was recognized.

(10) Pension and Other Postretirement Benefit Plans

The Company has noncontributory defined benefit pension plans covering certain domestic employees and certain employees in foreign countries, principally Canada.

The Company's domestic salaried pension plans provide benefits based on final average earnings formulas. The Company's domestic hourly pension plans provide benefits under flat benefit and cash balance formulas. The Company also has contractual arrangements with certain employees which provide for supplemental retirement benefits. In general, the Company's policy is to fund its pension benefit obligation based on legal requirements, tax and liquidity considerations and local practices.

The Company has postretirement benefit plans covering certain domestic and Canadian retirees. The Company's postretirement benefit plans generally provide for the continuation of medical benefits for eligible retirees. The Company does not fund its postretirement benefit obligation. Rather, payments are made as costs are incurred by covered retirees.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Obligation

A reconciliation of the change in benefit obligation for the years ended December 31, 2023 and 2022, is shown below (in millions):

	Pension				Other Postretirement			
	December 31, 2023		December 31, 2022		December 31, 2023		December 31, 2022	
	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign
Change in benefit obligation:								
Benefit obligation at beginning of period	\$ 387.9	\$ 339.5	\$ 536.5	\$ 479.9	\$ 29.1	\$ 17.6	\$ 56.0	\$ 24.5
Service cost	—	3.4	—	4.2	—	—	—	—
Interest cost	20.7	16.7	15.5	11.2	1.5	0.9	1.5	0.7
Actuarial (gains) losses	18.5	26.5	(142.3)	(98.3)	0.7	(1.8)	(25.8)	(4.8)
Benefits paid	(21.8)	(21.8)	(21.8)	(22.9)	(2.2)	(1.4)	(2.6)	(1.2)
Translation adjustment	—	9.5	—	(34.6)	—	0.4	—	(1.6)
Benefit obligation at end of period	\$ 405.3	\$ 373.8	\$ 387.9	\$ 339.5	\$ 29.1	\$ 15.7	\$ 29.1	\$ 17.6

Actuarial gains

As of December 31, 2023, the increase in pension and U.S. other postretirement benefit obligations attributable to actuarial losses primarily relates to a decrease in the discount rate used to determine the benefit obligations. As of December 31, 2023, the decrease in the foreign other postretirement obligation attributable to actuarial gains relates primarily to demographic and claims cost updates. As of December 31, 2022, the decrease in the pension and other postretirement benefit obligations attributable to actuarial gains primarily relates to an increase in the discount rate used to determine the benefit obligations (see assumptions below).

Plan Assets and Funded Status

A reconciliation of the change in plan assets for the years ended December 31, 2023 and 2022, and the funded status as of December 31, 2023 and 2022, is shown below (in millions):

	Pension				Other Postretirement			
	December 31, 2023		December 31, 2022		December 31, 2023		December 31, 2022	
	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign
Change in plan assets:								
Fair value of plan assets at beginning of period	\$ 348.5	\$ 307.0	\$ 444.2	\$ 392.5	\$ —	\$ —	\$ —	\$ —
Actual return on plan assets	38.5	31.4	(77.1)	(41.0)	—	—	—	—
Employer contributions	3.0	5.3	3.2	6.1	2.2	1.4	2.6	1.2
Benefits paid	(21.8)	(21.8)	(21.8)	(22.9)	(2.2)	(1.4)	(2.6)	(1.2)
Translation adjustment	—	9.1	—	(27.7)	—	—	—	—
Fair value of plan assets at end of period	368.2	331.0	348.5	307.0	—	—	—	—
Funded status	\$ (37.1)	\$ (42.8)	\$ (39.4)	\$ (32.5)	\$ (29.1)	\$ (15.7)	\$ (29.1)	\$ (17.6)

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

A summary of amounts recognized in the consolidated balance sheets as of December 31, 2023 and 2022, is shown below (in millions):

	Pension				Other Postretirement			
	December 31, 2023		December 31, 2022		December 31, 2023		December 31, 2022	
	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign
Amounts recognized in the consolidated balance sheet:								
Other long-term assets	\$ 0.5	\$ 67.1	\$ —	\$ 62.3	\$ —	\$ —	\$ —	\$ —
Accrued liabilities	(2.1)	(3.5)	(2.9)	(3.4)	(2.6)	(1.3)	(2.6)	(1.4)
Other long-term liabilities	(35.5)	(106.4)	(36.5)	(91.4)	(26.5)	(14.4)	(26.5)	(16.2)
Funded status	\$ (37.1)	\$ (42.8)	\$ (39.4)	\$ (32.5)	\$ (29.1)	\$ (15.7)	\$ (29.1)	\$ (17.6)

Accumulated Benefit Obligation

As of December 31, 2023 and 2022, the accumulated benefit obligation for all of the Company's pension plans was \$769.3 million and \$720.5 million, respectively.

As of December 31, 2023 and 2022, the majority of the Company's pension plans had accumulated benefit obligations in excess of plan assets. Information related to pension plans with accumulated benefit obligations in excess of plan assets is shown below (in millions):

December 31,	2023	2022
Projected benefit obligation	\$ 515.2	\$ 482.7
Accumulated benefit obligation	505.5	476.0
Fair value of plan assets	368.2	348.6

Other Comprehensive Income (Loss) and Accumulated Other Comprehensive Loss ("AOCL")

Pretax amounts recognized in other comprehensive income (loss) ("OCIL") for the years ended December 31, 2023 and 2022, is shown below (in millions):

	Pension				Other Postretirement			
	December 31, 2023		December 31, 2022		December 31, 2023		December 31, 2022	
	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign
Unrecognized amounts in AOCL at beginning of period	\$ (58.9)	\$ (61.2)	\$ (102.6)	\$ (114.6)	\$ 39.2	\$ 4.2	\$ 14.7	\$ (0.5)
Actuarial gains (losses) recognized:								
Reclassification adjustments	1.0	1.9	2.0	4.1	(3.3)	(0.2)	(1.2)	—
Actuarial gains (losses) arising during the period	(0.3)	(11.0)	41.3	42.2	(0.7)	1.8	25.8	4.8
Effect of settlements	(0.1)	(0.4)	0.4	(0.2)	—	—	—	—
Prior service credit recognized:								
Reclassification adjustments	—	—	—	—	(0.1)	—	(0.1)	—
Translation adjustment	—	(1.4)	—	7.3	—	0.1	—	(0.1)
Amounts recognized in OCIL during the period	0.6	(10.9)	43.7	53.4	(4.1)	1.7	24.5	4.7
Unrecognized amounts in AOCL at end of period	\$ (58.3)	\$ (72.1)	\$ (58.9)	\$ (61.2)	\$ 35.1	\$ 5.9	\$ 39.2	\$ 4.2

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Pretax amounts recorded in accumulated other comprehensive loss not yet recognized in net periodic benefit cost (credit) as of December 31, 2023 and 2022, are shown below (in millions):

	Pension				Other Postretirement			
	December 31, 2023		December 31, 2022		December 31, 2023		December 31, 2022	
	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign
Net unrecognized actuarial gains (losses)	\$ (58.3)	\$ (71.6)	\$ (58.9)	\$ (60.7)	\$ 34.2	\$ 5.8	\$ 38.2	\$ 4.1
Prior service credit (cost)	—	(0.5)	—	(0.5)	0.9	0.1	1.0	0.1
Unrecognized amounts in AOCL at end of period	\$ (58.3)	\$ (72.1)	\$ (58.9)	\$ (61.2)	\$ 35.1	\$ 5.9	\$ 39.2	\$ 4.2

In addition, the Company recognized tax benefit (expense) in other comprehensive income (loss) related to its defined benefit plans of \$2.2 million, (\$24.9) million and (\$22.7) million for the years ended December 31, 2023, 2022 and 2021, respectively.

The Company uses the corridor approach when amortizing actuarial gains and losses. Under the corridor approach, net unrecognized actuarial gains and losses in excess of 10% of the greater of i) the projected benefit obligation or ii) the fair value of plan assets are amortized over future periods. For plans with little to no active participants, the amortization period is the remaining average life expectancy of the participants. For plans with active participants, the amortization period is the remaining average service period of the active participants. The amortization periods range from 3 to 31 years for the Company's defined benefit pension plans and from 6 to 15 years for the Company's other postretirement benefit plans.

Net Periodic Pension and Other Postretirement Benefit Cost (Credit)

The components of the Company's net periodic pension benefit cost (credit) are shown below (in millions):

Pension	Year Ended December 31,					
	2023		2022		2021	
	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign
Service cost	\$ —	\$ 3.4	\$ —	\$ 4.2	\$ —	\$ 5.3
Interest cost	20.7	16.7	15.5	11.2	14.5	10.5
Expected return on plan assets	(20.3)	(16.2)	(23.9)	(17.2)	(23.5)	(19.6)
Amortization of actuarial loss	1.0	1.9	2.0	4.1	3.9	6.1
Settlement (gains) losses	(0.1)	(0.4)	0.4	(0.2)	0.4	—
Net periodic benefit cost (credit)	\$ 1.3	\$ 5.4	\$ (6.0)	\$ 2.1	\$ (4.7)	\$ 2.3

The components of the Company's net periodic other postretirement benefit cost (credit) are shown below (in millions):

Other Postretirement	Year Ended December 31,					
	2023		2022		2021	
	U.S.	Foreign	U.S.	Foreign	U.S.	Foreign
Interest cost	\$ 1.5	\$ 0.9	\$ 1.5	\$ 0.7	\$ 1.4	\$ 0.7
Amortization of actuarial gains	(3.3)	(0.2)	(1.2)	—	(1.1)	—
Amortization of prior service credit	(0.1)	—	(0.1)	—	(0.1)	—
Net periodic benefit cost (credit)	\$ (1.9)	\$ 0.7	\$ 0.2	\$ 0.7	\$ 0.2	\$ 0.7

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Assumptions

The weighted average actuarial assumptions used in determining the benefit obligations are shown below:

December 31,	Pension		Other Postretirement	
	2023	2022	2023	2022
Discount rate:				
Domestic plans	5.2%	5.5%	5.1%	5.5%
Foreign plans	4.4%	5.0%	4.6%	5.3%
Rate of compensation increase:				
Foreign plans	2.6%	2.5%	N/A	N/A

The weighted average actuarial assumptions used in determining the net periodic benefit cost (credit) are shown below:

For the year ended December 31,	2023	2022	2021
Pension			
Discount rate:			
Domestic plans	5.5 %	3.0 %	2.6 %
Foreign plans	5.0 %	2.5 %	2.0 %
Expected return on plan assets:			
Domestic plans	6.0 %	5.5 %	5.8 %
Foreign plans	5.4 %	4.6 %	5.2 %
Rate of compensation increase:			
Foreign plans	2.5 %	3.5 %	3.3 %
Other postretirement			
Discount rate:			
Domestic plans	5.5 %	2.8 %	2.4 %
Foreign plans	5.3 %	3.1 %	2.5 %

The expected return on plan assets is determined based on several factors, including adjusted historical returns, historical risk premiums for various asset classes and target asset allocations within the portfolio. Adjustments made to the historical returns are based on recent return experience in the equity and fixed income markets and the belief that deviations from historical returns are likely over the relevant investment horizon.

As of December 31, 2023 and 2022, the weighted-average interest crediting rate used by one of the Company's U.S. pension plans was a minimum of 4.7%.

Healthcare Trend Rate

The assumed healthcare cost trend rates used to measure the postretirement benefit obligation as of December 31, 2023, are shown below:

	U.S. Plans	Foreign Plans
Initial healthcare cost trend rate	6.3%	4.9%
Ultimate healthcare cost trend rate	4.5%	4.0%
Year ultimate healthcare cost trend rate achieved	2030	2040

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Plan Assets

Fair value measurements and the related valuation techniques and fair value hierarchy level for the Company's pension plan assets measured at fair value on a recurring basis as of December 31, 2023 and 2022, are shown below (in millions):

	December 31, 2023				Valuation Technique
	Total	Level 1	Level 2	Level 3	
U.S. Plans:					
Equity securities -					
Equity funds	\$ 58.7	\$ 46.6	\$ 12.1	\$ —	Market
Common stock	50.3	44.9	5.4	—	Market
Fixed income -					
Fixed income funds	74.7	74.7	—	—	Market
Corporate bonds	95.4	—	95.4	—	Market
Government obligations	18.6	—	18.6	—	Market
Cash and short-term investments	8.3	6.8	1.5	—	Market
Assets at fair value	306.0	\$ 173.0	\$ 133.0	\$ —	
Investments measured at net asset value -					
Alternative investments	62.2				
Assets at fair value	\$ 368.2				
Foreign Plans:					
Equity securities -					
Equity funds	\$ 30.4	\$ —	\$ 30.4	\$ —	Market
Common stock	18.4	18.4	—	—	Market
Fixed income -					
Fixed income funds	49.5	—	49.5	—	Market
Corporate bonds	23.9	—	23.9	—	Market
Government obligations	175.7	—	175.7	—	Market
Cash and short-term investments	13.5	9.3	4.2	—	Market
Assets at fair value	311.4	\$ 27.7	\$ 283.7	\$ —	
Investments measured at net asset value -					
Alternative investments	19.6				
Assets at fair value	\$ 331.0				

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

	December 31, 2022				Valuation Technique
	Total	Level 1	Level 2	Level 3	
U.S. Plans:					
Equity securities -					
Equity funds	\$ 65.2	\$ 52.1	\$ 13.1	\$ —	Market
Common stock	54.9	39.8	15.1	—	Market
Fixed income -					
Fixed income funds	79.1	79.1	—	—	Market
Corporate bonds	63.4	—	63.4	—	Market
Government obligations	9.7	—	9.7	—	Market
Preferred stock	0.2	0.2	—	—	Market
Cash and short-term investments	13.4	2.8	10.6	—	Market
Assets at fair value	285.9	\$ 174.0	\$ 111.9	\$ —	
Investments measured at net asset value -					
Alternative investments	62.6				
Assets at fair value	\$ 348.5				
Foreign Plans:					
Equity securities -					
Equity funds	\$ 55.2	\$ —	\$ 55.2	\$ —	Market
Common stock	32.9	32.9	—	—	Market
Fixed income -					
Fixed income funds	43.4	—	43.4	—	Market
Corporate bonds	15.9	—	15.9	—	Market
Government obligations	113.2	—	113.2	—	Market
Cash and short-term investments	13.3	3.2	10.1	—	Market
Assets at fair value	273.9	\$ 36.1	\$ 237.8	\$ —	
Investments measured at net asset value -					
Alternative investments	33.1				
Assets at fair value	\$ 307.0				

For further information on the GAAP fair value hierarchy, see Note 16, "Financial Instruments." Pension plan assets for the foreign plans relate to the Company's pension plans primarily in Canada and the United Kingdom.

The Company's investment policies incorporate an asset allocation strategy that emphasizes the long-term growth of capital. The Company believes that this strategy is consistent with the long-term nature of plan liabilities and ultimate cash needs of the plans. For the domestic portfolio, the Company targets a return seeking asset (e.g., equity securities, equity mutual funds, exchange traded funds ("ETFs") and alternative investments) allocation of 40% — 60% and a risk mitigating asset (e.g., fixed income securities, fixed income mutual funds and ETFs) allocation of 40% — 60%. As the funding ratio for the defined benefit pension plans covering certain domestic employees changes, the proportion of return seeking assets will be adjusted accordingly. For the foreign portfolio, the Company targets an equity allocation of 0% — 35% of plan assets, a fixed income allocation of 65% — 100%, an alternative investment allocation of 0% — 10% and a cash allocation of 0% — 10%. Differences in the target allocations of the domestic and foreign portfolios are reflective of differences in the underlying plan liabilities. Diversification within the investment portfolios is pursued by asset class and investment management style. The investment portfolios are reviewed on a quarterly basis to maintain the desired asset allocations, given the market performance of the asset classes and investment management styles. Alternative investments are redeemable in the near term, generally with 90 days' notice.

The Company utilizes investment management firms to manage these assets in accordance with the Company's investment policies. Excluding alternative investments, mutual funds and ETFs, retained investment managers are provided investment guidelines, which restrict the use of certain assets, including commodities contracts, futures contracts, options, venture capital, real estate, interest-only or principal-only strips and investments in the Company's own debt or equity. Derivative instruments

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

are also prohibited without the specific approval of the Company. Investment managers are limited in the maximum size of individual security holdings and the maximum exposure to any one industry relative to the total portfolio. Fixed income managers are provided further investment guidelines that indicate minimum credit ratings for debt securities and limitations on weighted average maturity and portfolio duration.

The Company evaluates investment manager performance against market indices which the Company believes are appropriate to the investment management style for which the investment manager has been retained. The Company's investment policies incorporate an investment goal of aggregate portfolio returns which exceed the returns of the appropriate market indices by a reasonable spread over the relevant investment horizon.

Contributions

In 2024, the Company's minimum required contributions to its domestic and foreign pension plans are expected to be approximately \$2 million. The Company may elect to make contributions in excess of minimum funding requirements in response to investment performance or changes in interest rates or when the Company believes that it is financially advantageous to do so and based on its other cash requirements. After 2024, the Company's minimum funding requirements will depend on several factors, including investment performance and interest rates. The Company's minimum funding requirements may also be affected by changes in applicable legal requirements.

Benefit Payments

As of December 31, 2023, the Company's estimate of expected benefit payments in each of the five succeeding years and in the aggregate for the five years thereafter are shown below (in millions):

Year	Pension		Other Postretirement	
	U.S.	Foreign	U.S.	Foreign
2024	\$ 22.8	\$ 23.6	\$ 2.7	\$ 1.3
2025	23.7	22.9	2.6	1.3
2026	25.0	23.1	2.6	1.2
2027	25.0	24.2	2.5	1.2
2028	25.8	25.5	2.5	1.2
Five years thereafter	137.7	126.0	10.9	5.3

Multi-Employer Pension Plans

The Company currently participates in two multi-employer pension plans, the U.A.W. Labor-Management Group Pension Plan (EIN 51-6099782-001) and UNITE Here National Retirement Fund (EIN 13-6130178-001), for certain of its employees. Contributions to these plans are based on four collective bargaining agreements, which expire between July 21, 2024 and June 30, 2027.

Detailed information related to these plans is shown below (amounts in millions):

Employer Identification Number ("EIN")	Pension Protection Act Zone Status		FIP/RP ⁽¹⁾ Pending or Implemented	Surcharge	Contributions to Multiemployer Pension Plans		
	December 31, 2022 Certification	December 31, 2021 Certification			Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
51-6099782-001	Green	Green	Yes	No	\$ 0.8	\$ 0.8	\$ 0.7
13-6130178-001	Red	Red	Yes	No	0.4	0.4	0.4

⁽¹⁾ Funding improvement plan or rehabilitation plan as defined by Employment Retirement Security Act of 1974.

For its plan years 2023 and 2022, the Company's contributions to the U.A.W. Labor-Management Group Pension Plan represented more than 5% of the plan's total contributions.

Defined Contribution Plan

The Company also sponsors defined contribution plans and participates in government-sponsored programs in certain foreign countries. Contributions are determined as a percentage of each covered employee's salary. For the years ended December 31, 2023, 2022 and 2021, the aggregate cost of the defined contribution plans was \$19.7 million, \$18.2 million and \$16.4 million, respectively.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

The Company also has a defined contribution retirement program for its salaried employees. Contributions to this program are determined as a percentage of each covered employee's eligible compensation. For the years ended December 31, 2023, 2022 and 2021, the Company recorded expense of \$27.6 million, \$23.5 million and \$20.4 million, respectively, related to this program.

(11) Revenue Recognition

A summary of the Company's revenue by reportable operating segment and geography is shown below (in millions):

For the year ended December 31,	2023		
	Seating	E-Systems	Total
North America	\$ 7,797.9	\$ 1,705.5	\$ 9,503.4
Europe and Africa	6,167.9	2,444.7	8,612.6
Asia	2,947.5	1,497.5	4,445.0
South America	635.5	270.4	905.9
	\$ 17,548.8	\$ 5,918.1	\$ 23,466.9

For the year ended December 31,	2022		
	Seating	E-Systems	Total
North America	\$ 7,416.3	\$ 1,494.4	\$ 8,910.7
Europe and Africa	4,944.0	2,002.0	6,946.0
Asia	2,731.9	1,451.3	4,183.2
South America	619.0	232.6	851.6
	\$ 15,711.2	\$ 5,180.3	\$ 20,891.5

For the year ended December 31,	2021		
	Seating	E-Systems	Total
North America	\$ 6,277.2	\$ 1,271.0	\$ 7,548.2
Europe and Africa	4,805.5	1,939.8	6,745.3
Asia	2,759.9	1,468.0	4,227.9
South America	568.8	172.9	741.7
	\$ 14,411.4	\$ 4,851.7	\$ 19,263.1

(12) Capital Stock, Accumulated Other Comprehensive Loss and Equity

Common Stock

The Company is authorized to issue up to 300,000,000 shares of Common Stock. The Company's Common Stock is listed on the New York Stock Exchange under the symbol "LEA" and has the following rights and privileges:

- *Voting Rights* – All shares of the Company's common stock have identical rights and privileges. With limited exceptions, holders of common stock are entitled to one vote for each outstanding share of common stock held of record by each stockholder on all matters properly submitted for the vote of the Company's stockholders.
- *Dividend Rights* – Subject to applicable law, any contractual restrictions and the rights of the holders of outstanding preferred stock, if any, holders of common stock are entitled to receive ratably such dividends and other distributions that the Company's Board of Directors (the "Board"), in its discretion, declares from time to time.
- *Liquidation Rights* – Upon the dissolution, liquidation or winding up of the Company, subject to the rights of the holders of outstanding preferred stock, if any, holders of common stock are entitled to receive ratably the assets of the Company available for distribution to the Company's stockholders in proportion to the number of shares of common stock held by each stockholder.
- *Conversion, Redemption and Preemptive Rights* – Holders of common stock have no conversion, redemption, sinking fund, preemptive, subscription or similar rights.

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Notes to Consolidated Financial Statements (continued)

Common Stock Share Repurchase Program

The Company may implement share repurchases through a variety of methods, including, but not limited to, open market purchases, accelerated stock repurchase programs and structured repurchase transactions. The extent to which the Company may repurchase its outstanding common stock and the timing of such repurchases will depend upon its financial condition, results of operations, capital requirements, prevailing market conditions, alternative uses of capital and other factors.

The Company has a common stock share repurchase program (the "Repurchase Program") which permits the discretionary repurchase of its common stock. Since its inception in the first quarter of 2011, the Board has authorized \$6.1 billion in share repurchases under the Repurchase Program. As of December 31, 2023, the Company has repurchased, in aggregate, \$5.2 billion of its outstanding common stock, at an average price of \$93.43 per share, excluding commissions and related fees. As of December 31, 2023, the Company has a remaining repurchase authorization of \$0.9 billion under its Repurchase Program, which expires on December 31, 2024.

Share repurchases are shown below (in millions, except for shares and per share amounts):

For the year ended December 31,	Aggregate Repurchases	Cash paid for Repurchases	Number of Shares	Average Price per Share ⁽¹⁾
2023	\$ 313.1	\$ 296.5	2,281,723	\$ 137.21
2022	\$ 100.3	\$ 100.3	763,309	\$ 131.37
2021	\$ 100.3	\$ 100.3	589,717	\$ 170.03

⁽¹⁾ Excludes commissions.

In addition to shares repurchased under the Repurchase Program described above, the Company classifies shares withheld from the settlement of the Company's restricted stock unit and performance share awards to cover tax withholding requirements as common stock held in treasury in the consolidated balance sheet.

Quarterly Dividend

In 2023 and 2022, the Board declared a quarterly cash dividend of \$0.77 per share of common stock in all quarters.

In 2021, the Board declared a quarterly cash dividend of \$0.25 per share of common stock in the first and second quarters, a quarterly cash dividend of \$0.50 per share of common stock in the third quarter and a quarterly cash dividend of \$0.77 per share of common stock in the fourth quarter.

Dividends declared and paid are shown below (in millions):

For the year ended December 31,	2023	2022	2021
Dividends declared	\$ 184.5	\$ 186.2	\$ 107.9
Dividends paid	\$ 181.9	\$ 185.5	\$ 106.7

Dividends payable on common shares to be distributed under the Company's stock-based compensation program will be paid when such common shares are distributed.

Comprehensive Income

Comprehensive income is defined as all changes in the Company's net assets except changes resulting from transactions with stockholders. It differs from net income in that certain items recorded in equity are included in comprehensive income.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Accumulated Other Comprehensive Loss

A summary of changes in accumulated other comprehensive loss, net of tax, is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Defined benefit plans:			
Balance at beginning of year	\$ (95.7)	\$ (199.4)	\$ (276.9)
Reclassification adjustments (net of tax benefit (expense) of \$0.2 million in 2023, (\$1.0) million in 2022 and (\$2.1) million in 2021)	(1.0)	4.0	7.1
Other comprehensive income (loss) recognized during the period (net of tax benefit (expense) of \$2.0 million in 2023, (\$23.9) million in 2022 and (\$20.6) million in 2021)	(10.6)	99.7	70.4
Balance at end of year	\$ (107.3)	\$ (95.7)	\$ (199.4)
Derivative instruments and hedge activities:			
Balance at beginning of year	\$ 33.4	\$ (18.6)	\$ 12.6
Reclassification adjustments (net of tax benefit of \$35.1 million in 2023, \$8.5 million in 2022 and \$8.7 million in 2021)	(141.3)	(35.3)	(36.0)
Other comprehensive income recognized during the period (net of tax expense of \$51.0 million in 2023, \$19.1 million in 2022 and \$1.2 million in 2021)	215.8	87.3	4.8
Balance at end of year	\$ 107.9	\$ 33.4	\$ (18.6)
Currency translation adjustments:			
Balance at beginning of year	\$ (742.8)	\$ (552.2)	\$ (440.8)
Other comprehensive income (loss) recognized during the period (net of tax benefit (expense) of \$1.2 million in 2023, (\$4.7) million in 2022 and (\$4.1) million in 2021)	53.4	(190.6)	(111.4)
Balance at end of year	\$ (689.4)	\$ (742.8)	\$ (552.2)

For the years ended December 31, 2023, 2022 and 2021, other comprehensive income (loss) related to currency translation adjustments includes pretax losses related to intercompany transactions for which settlement is not planned or anticipated in the foreseeable future of \$0.1 million, \$2.6 million and \$0.4 million, respectively.

For the years ended December 31, 2023, 2022 and 2021, other comprehensive income (loss) related to currency translation adjustments also includes net investment hedge gains (losses) of (\$5.9) million, \$25.3 million and \$17.9 million, respectively.

Noncontrolling Interests

In 2021, the Company sold a 49% equity interest in its wholly owned consolidated subsidiary, Shenyang Lear Jinbei Automotive Systems Co., Ltd. ("Shenyang Lear"), for \$36.2 million. The Company continues to control Shenyang Lear, and as a result, the operating results and cash flows of Shenyang Lear continue to be included in the Company's consolidated financial statements. Noncontrolling interest of \$7.6 million was recorded in conjunction with the transaction. The difference between the consideration paid and the carrying value of the noncontrolling interest recorded is reflected in additional paid-in capital in the accompanying consolidated balance sheets. The proceeds from the sale are classified within cash flows used in financing activities in the accompanying consolidated statement of cash flows for the year ended December 31, 2021.

(13) Stock-Based Compensation

As of November 9, 2009, the Company adopted the Lear Corporation 2009 Long-Term Stock Incentive Plan (as amended, the "2009 LTSIP"). The 2009 LTSIP reserved 11,815,748 shares of common stock for issuance under stock option, restricted stock, restricted stock unit, restricted unit, performance share, performance unit and stock appreciation right awards. As of May 16, 2019, the Company adopted the Lear Corporation 2019 Long-Term Stock Incentive Plan (the "2019 LTSIP," and together with the 2009 LTSIP, the "Plans"), after which no awards will be issued under the 2009 LTSIP. The 2019 LTSIP reserves 4,226,858 shares of common stock plus shares of common stock awarded under the 2009 LTSIP that are cancelled subsequent to May 16, 2019, for issuance under stock option, restricted stock, restricted stock unit, restricted unit, performance share, performance unit and stock appreciation right awards.

Under the Plans, the Company has granted restricted stock units, performance shares and stock options to certain of its employees, all of which generally vest in one to three years following the grant date. For the years ended December 31, 2023, 2022 and 2021, the Company recognized compensation expense related to these awards of \$65.8 million, \$50.3 million and

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

\$58.7 million, respectively. Unrecognized compensation expense related to these awards of \$67.8 million will be recognized over the next 1.6 years on a weighted average basis. In accordance with the provisions of the awards, the Company withholds shares from the settlement of such awards to cover minimum statutory tax withholding requirements. The withheld shares are classified as common stock held in treasury in the accompanying consolidated balance sheets as of December 31, 2023 and 2022.

A summary of restricted stock units, performance shares and stock options for the year ended December 31, 2023, is shown below:

	Restricted Stock Units	Weighted Average Grant Date Fair Value	Performance Shares	Weighted Average Grant Date Fair Value	Stock Options	Weighted Average Grant Date Fair Value
Outstanding as of December 31, 2022	494,461	\$145.64	726,485	\$201.83	202,702	\$32.65
Granted	240,389	\$130.38	430,899	\$138.54	—	
Distributed (vested)	(159,830)		(132,302)		—	
Cancelled	(5,696)		(110,171)		—	
Outstanding as of December 31, 2023 ⁽¹⁾	569,324	\$138.21	914,911	\$161.36	202,702	\$32.65
Vested or expected to vest as of December 31, 2023	569,324		611,161		—	

⁽¹⁾ Outstanding performance shares are reflected at the maximum possible payout that may be earned during the relevant performance periods.

The grant date fair value of restricted stock units is based on the share price on the grant date. The weighted average grant date fair value of restricted stock units granted in 2022 and 2021 was \$164.57 and \$165.28, respectively. The grant date fair value of performance shares is based on the share price on the grant date or a Monte Carlo simulation, as applicable. The weighted average grant date fair value of performance shares granted in 2022 and 2021 was \$196.83 and \$188.11, respectively. The grant date fair value of stock options is based on a Black-Scholes model. The grant date fair value of options granted in 2021 was \$35.33. There were no stock options granted in 2022.

(14) Legal and Other Contingencies

Legal and Other Contingencies

As of December 31, 2023 and 2022, the Company had recorded reserves for pending legal disputes, including commercial disputes, product liability claims and other legal matters, of \$13.5 million and \$15.9 million, respectively. Such reserves reflect amounts recognized in accordance with GAAP and typically exclude the cost of legal representation. Reserves for warranty and recall matters are recorded separately from legal reserves, as described below.

Commercial Disputes

The Company is involved from time to time in legal proceedings and claims, including, without limitation, commercial or contractual disputes with its customers, suppliers and competitors. These disputes vary in nature and are usually resolved by negotiations between the parties.

Product Liability, Warranty and Recall Matters

In the event that use of the Company's products results in, or is alleged to result in, bodily injury and/or property damage or other losses, the Company may be subject to product liability lawsuits and other claims. Such lawsuits generally seek compensatory damages, punitive damages and attorneys' fees and costs. In addition, if any of the Company's products are, or are alleged to be, defective, the Company may be required or requested by its customers to support warranty costs or to participate in a recall or other corrective action involving such products. Certain of the Company's customers have asserted claims against the Company for costs related to recalls or other corrective actions involving its products. The Company can provide no assurances that it will not experience material claims in the future or that it will not incur significant costs to defend such claims.

The Company is a party to agreements with certain of its customers, whereby these customers may pursue claims against the Company for contribution of all or a portion of the amounts sought in connection with warranty and recall matters.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

In certain instances, allegedly defective products may be supplied by the Company's suppliers. The Company may seek recovery from its suppliers of materials or services included within the Company's products that are associated with product liability claims and/or warranty and recall matters. The Company carries insurance for certain legal matters, including product liability claims, but such coverage may be limited. The Company does not maintain insurance for warranty and recall matters.

The Company records reserves for warranty and recall matters when liability is probable and related amounts are reasonably estimable.

A summary of the changes in reserves for warranty and recall matters for each of the periods in the two years ended December 31, 2023, is shown below (in millions):

Balance as of December 31, 2021	\$	46.0
Expense, net (including changes in estimates)		6.6
Settlements		(19.6)
Foreign currency translation and other		(2.6)
Balance as of December 31, 2022		30.4
Expense, net (including changes in estimates)		9.5
Settlements		(13.2)
Foreign currency translation and other		5.7
Balance as of December 31, 2023	\$	32.4

Environmental Matters

The Company is subject to local, state, federal and foreign laws, regulations and ordinances which govern activities or operations that may have or have had adverse environmental effects. These regulations impose liability for clean-up costs resulting from past spills, disposals or other releases of hazardous wastes and environmental compliance. The Company's policy is to comply with all applicable environmental laws and to maintain an environmental management program based on ISO 14001 to ensure compliance with this standard. However, the Company currently is, has been and in the future may become the subject of formal or informal enforcement actions or procedures.

As of December 31, 2023 and 2022, the Company had recorded environmental reserves of \$4.9 million and \$7.9 million, respectively. The Company does not believe that the environmental liabilities associated with its current and former properties will have a material adverse impact on its business, financial condition, results of operations or cash flows; however, no assurances can be given in this regard.

Other Matters

The Company is involved from time to time in various other legal proceedings and claims, including, without limitation, intellectual property matters, tax claims and employment matters. Although the outcome of any legal matter cannot be predicted with certainty, the Company does not believe that any of the other legal proceedings or claims in which the Company is currently involved, either individually or in the aggregate, will have a material adverse impact on its business, financial condition, results of operations or cash flows. However, no assurances can be given in this regard.

Although the Company records reserves for legal disputes, warranty and recall matters, and environmental and other matters in accordance with GAAP, the ultimate outcomes of these matters are inherently uncertain. Actual results may differ significantly from current estimates.

Insurance Recoveries

The Company incurred losses and incremental costs related to the destruction of assets caused by a typhoon in the Philippines in December 2021. In 2022 and 2023, the Company reached an installment settlement and a final settlement, respectively, for the recovery of such costs under applicable insurance policies. Anticipated proceeds from insurance recoveries related to losses and incremental costs that have been incurred ("loss recoveries") are recognized when receipt is probable. Anticipated proceeds from insurance recoveries in excess of the net book value of destroyed property, plant and equipment ("insurance gain contingencies") are recognized when all contingencies related to the claim have been resolved. Loss recoveries related to the destruction of inventory and incremental costs are included in costs of sales and loss recoveries and insurance gain contingencies related to the destruction of property, plant and equipment are included in other expense, net. Cash proceeds related to the destruction of inventory and incremental costs are included in cash flows from operating activities and cash proceeds related to the destruction of property, plant and equipment are included in cash flows from investing activities.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

As of December 31, 2023, the Company had incurred cumulative losses and incremental costs related to the typhoon of \$27.1 million, of which \$0.6 million was incurred in 2023. As of December 31, 2023, the Company received cumulative cash proceeds of \$22.6 million, of which \$9.3 million was received in 2023.

The classification of insurance recoveries included in the accompanying consolidated financial statements is shown below (in millions):

For the year ended December 31,	2023	2022
Consolidated statements of income		
Cost of sales	\$ 3.9	\$ 13.3
Other expense, net	4.0	1.4
Consolidated statements of cash flows		
Cash flows from operating activities	8.2	12.8
Cash flows from investing activities	1.1	0.5

Employees

Approximately 47% of the Company's employees are members of industrial trade unions and are employed under the terms of various labor agreements. Labor agreements covering approximately 86% of the Company's global unionized workforce of approximately 88,000 employees (including labor agreements in the United States and Canada covering approximately 2% of the Company's global unionized workforce) are scheduled to expire in 2024. Management does not anticipate any significant difficulties with respect to the renewal of these agreements.

(15) Segment Reporting

A summary of revenues from external customers and other financial information by reportable operating segment is shown below (in millions):

	Year Ended December 31, 2023			
	Seating	E-Systems	Other	Consolidated
Revenues from external customers	\$ 17,548.8	\$ 5,918.1	\$ —	\$ 23,466.9
Segment earnings ⁽¹⁾	1,066.9	228.9	(362.6)	933.2
Depreciation and amortization	394.4	189.3	20.7	604.4
Capital expenditures	344.6	261.3	20.6	626.5
Total assets	8,371.2	4,046.5	2,277.8	14,695.5

	Year Ended December 31, 2022			
	Seating	E-Systems	Other	Consolidated
Revenues from external customers	\$ 15,711.2	\$ 5,180.3	\$ —	\$ 20,891.5
Segment earnings ⁽¹⁾	893.0	74.4	(313.1)	654.3
Depreciation and amortization	369.5	188.2	18.8	576.5
Capital expenditures	369.4	241.3	27.5	638.2
Total assets	7,897.4	3,684.7	2,180.9	13,763.0

	Year Ended December 31, 2021			
	Seating	E-Systems	Other	Consolidated
Revenues from external customers	\$ 14,411.4	\$ 4,851.7	\$ —	\$ 19,263.1
Segment earnings ⁽¹⁾	851.3	121.2	(297.1)	675.4
Depreciation and amortization	362.6	195.7	15.6	573.9
Capital expenditures	340.7	217.2	27.2	585.1

⁽¹⁾ For a definition of segment earnings, see Note 3, "Summary of Significant Accounting Policies — Segment Reporting."

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

A reconciliation of segment earnings to consolidated income before provision for income taxes and equity in net income of affiliates is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Segment earnings	\$ 1,295.8	\$ 967.4	\$ 972.5
Corporate and regional headquarters and elimination of intercompany activity ("Other")	(362.6)	(313.1)	(297.1)
Consolidated income before interest, other expense, provision for income taxes and equity in net income of affiliates	933.2	654.3	675.4
Interest expense, net	101.1	98.6	91.8
Other expense, net	54.9	46.4	0.1
Consolidated income before provision for income taxes and equity in net income of affiliates \$	777.2	\$ 509.3	\$ 583.5

Revenues from external customers and tangible long-lived assets for each of the geographic areas in which the Company operates is shown below (in millions):

For the year ended December 31,	2023	2022	2021
Revenues from external customers			
United States	\$ 4,863.8	\$ 4,751.6	\$ 4,410.7
Mexico	3,434.4	3,182.7	2,465.8
China	3,044.9	2,976.1	3,018.1
Germany	1,402.2	1,211.0	1,309.9
Other countries	10,721.6	8,770.1	8,058.6
Total	\$ 23,466.9	\$ 20,891.5	\$ 19,263.1

December 31,	2023	2022
Tangible long-lived assets ⁽¹⁾		
United States	\$ 730.6	\$ 688.3
Mexico	740.5	735.5
China	457.0	463.8
Germany	200.3	186.8
Other countries	1,582.5	1,481.4
Total	\$ 3,710.9	\$ 3,555.8

⁽¹⁾ Tangible long-lived assets include property, plant and equipment and right-of-use assets.

A summary of revenues from major customers is shown below:

For the year ended December 31,	2023	2022	2021
General Motors	19.8%	20.2%	18.2%
Ford	11.4%	13.5%	13.5%
Volkswagen	11.0%	10.8%	11.8%
Mercedes-Benz	10.4%	11.3%	11.2%
Stellantis	10.2%	10.3%	10.9%

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

(16) Financial Instruments*Debt Instruments*

The carrying values of the Notes vary from their fair values. The fair values of the Notes were determined by reference to the quoted market prices of these securities (Level 2 input based on the GAAP fair value hierarchy). The carrying value of the Term Loan approximates its fair value (Level 3 input based on the GAAP fair value hierarchy). The estimated fair value, as well as the carrying value, of the Company's debt instruments are shown below (in millions):

December 31,	2023	2022
Estimated aggregate fair value ⁽¹⁾	\$ 2,464.5	\$ 2,142.3
Aggregate carrying value ⁽¹⁾⁽²⁾	2,750.0	2,600.0

⁽¹⁾ Excludes "other" debt.

⁽²⁾ Excludes the impact of unamortized debt issuance costs and unamortized original issue premium (discount).

Cash, Cash Equivalents and Restricted Cash

The Company has cash on deposit that is legally restricted as to use or withdrawal. A reconciliation of cash and cash equivalents reported on the accompanying consolidated balance sheets to cash, cash equivalents and restricted cash reported on the accompanying consolidated statements of cash flows is shown below (in millions):

December 31,	2023	2022	2021
Balance sheet — cash and cash equivalents	\$ 1,196.3	\$ 1,114.9	\$ 1,318.3
Restricted cash included in other current assets	0.6	0.3	1.4
Restricted cash included in other long-term assets	1.6	2.2	1.6
Statement of cash flows — cash, cash equivalents and restricted cash	\$ 1,198.5	\$ 1,117.4	\$ 1,321.3

Marketable Equity Securities

Marketable equity securities, which the Company accounts for under the fair value option, are included in the accompanying consolidated balance sheets as shown below (in millions):

December 31,	2023	2022
Other current assets	\$ 4.8	\$ 3.6
Other long-term assets	68.5	53.6
	\$ 73.3	\$ 57.2

Unrealized gains and losses arising from changes in the fair value of the marketable equity securities are recognized in other expense, net in the accompanying consolidated statements of income. The fair value of the marketable equity securities is determined by reference to quoted market prices in active markets (Level 1 input based on the GAAP fair value hierarchy).

Equity Securities Without Readily Determinable Fair Values

As of December 31, 2023 and 2022, investments in equity securities without readily determinable fair values of \$11.2 million and \$18.2 million, respectively, are included in other long-term assets in the accompanying consolidated balance sheets. Such investments are valued at cost, less cumulative impairments and adjusted for changes resulting from observable, orderly transactions for identical or similar securities. For the years ended December 31, 2023 and 2021, the Company recognized impairment charges of \$7.0 million and \$1.0 million, respectively, related to certain investments. Investments in equity securities without readily determinable fair values have been reduced for cumulative impairments of \$17.0 million and \$10.0 million as of December 31, 2023 and 2022, respectively.

*Derivative Instruments and Hedging Activities*Foreign Exchange

The Company uses forwards, swaps and other derivative contracts to reduce the effects of fluctuations in foreign exchange rates on known foreign currency exposures. Gains and losses on the derivative instruments are intended to offset gains and losses on

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

the hedged transaction in an effort to reduce exposure to fluctuations in foreign exchange rates. The principal currencies hedged by the Company include the Mexican peso, various European currencies, the Chinese renminbi, the Philippine peso, the Japanese yen and the Canadian dollar.

Foreign currency derivative contracts not designated as hedging instruments consist principally of hedges of cash transactions, intercompany loans and certain other balance sheet exposures.

Net Investment Hedges

The Company uses cross-currency interest rate swaps which are designated as net investment hedges of the foreign currency rate exposure of its investment in certain Euro-denominated subsidiaries. Contra interest expense on net investment hedges was \$2.3 million, \$4.6 million and \$6.5 million for the years ended December 31, 2023, 2022 and 2021, respectively, and is included in interest expense, net in the accompanying consolidated statements of income.

Balance Sheet Classification

The notional amount, estimated aggregate fair value and related balance sheet classification of the Company's foreign currency and net investment hedge contracts are shown below (in millions, except for maturities):

December 31,	2023	2022
Fair value of foreign currency contracts designated as cash flow hedges:		
Other current assets	\$ 137.2	\$ 63.4
Other long-term assets	19.9	10.3
Other current liabilities	(1.8)	(6.7)
Other long-term liabilities	(0.5)	(0.2)
	154.8	66.8
Notional amount	\$ 2,352.3	\$ 1,546.9
Outstanding maturities in months, not to exceed	24	24
Fair value of derivatives designated as net investment hedges:		
Other long-term assets	\$ —	\$ 4.8
Other long-term liabilities	(1.1)	—
	(1.1)	4.8
Notional amount	\$ 150.0	\$ 150.0
Outstanding maturities in months, not to exceed	27	39
Fair value of foreign currency contracts not designated as hedge instruments:		
Other current assets	\$ 5.8	\$ 9.5
Other current liabilities	(1.2)	(13.4)
	4.6	(3.9)
Notional amount	\$ 569.9	\$ 758.6
Outstanding maturities in months, not to exceed	1	7
Total fair value	\$ 158.3	\$ 67.7
Total notional amount	\$ 3,072.2	\$ 2,455.5

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Accumulated Other Comprehensive Loss — Derivative Instruments and Hedge Activities

Pretax amounts related to foreign currency contracts and net investment hedges that were recognized in and reclassified from accumulated other comprehensive loss are shown below (in millions):

For the year ended December 31,	2023	2022	2021
Gains (losses) recognized in accumulated other comprehensive loss:			
Foreign currency contracts	\$ 266.8	\$ 106.4	\$ 6.0
Net investment hedges	(5.9)	25.3	17.9
	260.9	131.7	23.9
(Gains) losses reclassified from accumulated other comprehensive loss to:			
Net sales	(1.9)	(12.4)	(4.4)
Cost of sales	(177.3)	(33.8)	(42.7)
Interest expense, net	2.4	2.4	2.4
Other expense, net	0.4	—	—
	(176.4)	(43.8)	(44.7)
Comprehensive income (loss)	\$ 84.5	\$ 87.9	\$ (20.8)

As of December 31, 2023 and 2022, pretax net gains of \$156.3 million and \$71.8 million, respectively, related to the Company's derivative instruments and hedge activities were recorded in accumulated other comprehensive loss.

During the next twelve month period, net gains (losses) expected to be reclassified into earnings are shown below (in millions):

Foreign currency contracts	\$ 135.3
Interest rate swap contracts	(2.4)
Total	\$ 132.9

Such gains and losses will be reclassified at the time that the underlying hedged transactions are realized.

For the years ended December 31, 2023, 2022 and 2021, the Company recognized tax benefit (expense) of (\$15.9) million, (\$10.6) million and \$7.5 million, respectively, in other comprehensive income (loss) related to its derivative instruments and hedge activities.

Fair Value Measurements

GAAP provides that fair value is an exit price, defined as a market-based measurement that represents the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Fair value measurements are based on one or more of the following three valuation techniques:

- Market:* This approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities.
- Income:* This approach uses valuation techniques to convert future amounts to a single present value amount based on current market expectations.
- Cost:* This approach is based on the amount that would be required to replace the service capacity of an asset (replacement cost).

Further, GAAP prioritizes the inputs and assumptions used in the valuation techniques described above into a three-tier fair value hierarchy as follows:

- Level 1:* Observable inputs, such as quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2:* Inputs, other than quoted market prices included in Level 1, that are observable either directly or indirectly for the asset or liability.
- Level 3:* Unobservable inputs that reflect the entity's own assumptions about the exit price of the asset or liability. Unobservable inputs may be used if there is little or no market data for the asset or liability at the measurement date.

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Notes to Consolidated Financial Statements (continued)

The Company discloses fair value measurements and the related valuation techniques and fair value hierarchy level for its assets and liabilities that are measured or disclosed at fair value.

Items Measured at Fair Value on a Recurring Basis

Fair value measurements and the related valuation techniques and fair value hierarchy level for the Company's assets and liabilities measured at fair value on a recurring basis as of December 31, 2023 and 2022, are shown below (in millions):

	Frequency	Asset (Liability)	Valuation Technique	December 31, 2023		
				Level 1	Level 2	Level 3
Foreign currency contracts, net	Recurring	\$ 159.4	Market / Income	\$ —	\$ 159.4	\$ —
Net investment hedges	Recurring	(1.1)	Market / Income	—	(1.1)	—
Marketable equity securities	Recurring	73.3	Market	73.3	—	—

	Frequency	Asset (Liability)	Valuation Technique	December 31, 2022		
				Level 1	Level 2	Level 3
Foreign currency contracts, net	Recurring	\$ 62.9	Market / Income	\$ —	\$ 62.9	\$ —
Net investment hedges	Recurring	4.8	Market / Income	—	4.8	—
Marketable equity securities	Recurring	57.2	Market	57.2	—	—

The Company determines the fair value of its derivative contracts using quoted market prices to calculate the forward values and then discounts such forward values to the present value. The discount rates used are based on quoted bank deposit or swap interest rates. If a derivative contract is in a net liability position, the Company adjusts these discount rates, if required, by an estimate of the credit spread that would be applied by market participants purchasing these contracts from the Company's counterparties. If an estimate of the credit spread is required, the Company uses significant assumptions and factors other than quoted market rates, which would result in the classification of its derivative liabilities within Level 3 of the fair value hierarchy. As of December 31, 2023 and 2022, there were no derivative contracts that were classified within Level 3 of the fair value hierarchy. In addition, there were no transfers in or out of Level 3 of the fair value hierarchy during 2023 and 2022.

For further information on fair value measurements and the Company's defined benefit pension plan assets, see Note 10, "Pension and Other Postretirement Benefit Plans."

Items Measured at Fair Value on a Non-Recurring Basis

The Company measures certain assets and liabilities at fair value on a non-recurring basis, which are not included in the table above. As these non-recurring fair value measurements are generally determined using unobservable inputs, these fair value measurements are classified within Level 3 of the fair value hierarchy.

Acquisitions

In 2023, as a result of the acquisition of IGB (Note 4, "Acquisitions"), Level 3 fair value estimates related to property, plant and equipment of \$47.5 million, developed technology and customer-based intangible assets of \$15.4 million and right-of-use assets of \$14.3 million are recorded in the accompanying consolidated balance sheet as of December 31, 2023.

In 2022, as a result of the acquisition of Kongsberg ICS (Note 4, "Acquisitions"), Level 3 fair value estimates related to property, plant and equipment of \$124.1 million, right-of-use assets of \$34.1 million and developed technology intangible assets of \$11.1 million are recorded in the accompanying consolidated balance sheets as of December 31, 2023 and 2022.

Fair value estimates of property, plant and equipment were based on independent appraisals, giving consideration to the highest and best use of the assets. Key assumptions used in the appraisals were based on a combination of market and cost approaches, as appropriate. Fair value estimates of developed technology intangible assets were based on a relief from royalty approach. Fair value estimates of customer-based intangible assets were based on the multi-period excess earnings method. Fair value estimates of right-of-use assets were based on a market approach.

Lear Corporation and Subsidiaries
Notes to Consolidated Financial Statements (continued)

Impairments

In 2023, 2022 and 2021, the Company completed impairment assessments related to certain of its intangible assets resulting from changes in the intended uses of such assets and recorded impairment charges of \$1.9 million, \$8.9 million and \$8.5 million, respectively. The fair value estimate of the related asset group was based on management's estimates, using a discounted cash flow method (Note 3, "Summary of Significant Accounting Policies — Impairment of Long-Lived Assets").

In 2023, 2022 and 2021, the Company completed impairment assessments related to certain right-of-use assets in conjunction with its restructuring actions (Note 4, "Restructuring") and recorded impairment charges of \$10.9 million, \$6.5 million and \$7.2 million, respectively. The fair value estimates of the related assets were based on management's estimates, using a discounted cash flow method.

In 2022, the Company completed impairment assessments related to substantially all of its operating assets in Russia and recorded charges of \$19.4 million related to impairments of inventory, property, plant and equipment and right-of-use assets. The fair value estimates of the related assets were based on management's estimates, using a discounted cash flow method.

In 2022, the Company completed quantitative goodwill impairment analyses for selected reporting units (Note 3, "Summary of Significant Accounting Policies — Impairment of Goodwill"). The Level 3 fair value estimates of the reporting units were based on management's estimates, using the discounted cash flow method.

As of December 31, 2023 and 2022, there were no additional significant assets or liabilities measured at fair value on a non-recurring basis.

(17) Accounting Pronouncements*Accounting Standards Updates ("ASU") Issued But Not Yet Adopted:*

ASU 2023-07 (issued November 2023), "Segment Reporting - Improving Reportable Segment Disclosures." The ASU requires disclosure of significant segment expenses impacting profit and loss that are regularly provided to the chief operating decision maker. It also requires public entities to provide in interim periods all disclosures about a reportable segment's profit or loss and assets that are currently required annually. The update is required to be applied retrospectively to prior periods presented, based on the significant segment expense categories identified and disclosed in the period of adoption. The update is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of the standard on its financial disclosures.

ASU 2023-09 (issued December 2023), "Improvements to Income Tax Disclosures." The ASU requires disclosure of specific categories in the effective tax rate reconciliation, as well as additional information for reconciling items that meet a quantitative threshold. It also requires disclosure of income taxes paid, net of refunds, disaggregated by federal, state and foreign taxes, and further disaggregated by jurisdiction based on a quantitative threshold, for annual periods. The update is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The standard is to be adopted prospectively; however, retrospective application is permitted. The Company is currently evaluating the impact of the standard on its financial disclosures.

The Company considers the applicability and impact of all ASUs issued by the Financial Accounting Standards Board. Other recently issued accounting pronouncements are not expected to have a material impact or are not relevant to the Company's consolidated financial statements.

LEAR CORPORATION AND SUBSIDIARIES
SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS

	Balance as of Beginning of Period	Additions	Retirements	Other Changes	Balance as of End of Period
For the year ended December 31, 2023					
Valuation of accounts deducted from related assets:					
Allowance for doubtful accounts	\$ 35.3	\$ 7.8	\$ (10.0)	\$ 2.5	\$ 35.6
Allowance for deferred tax assets	417.9	17.5	(20.8)	14.4	429.0
Total	\$ 453.2	\$ 25.3	\$ (30.8)	\$ 16.9	\$ 464.6

	Balance as of Beginning of Period	Additions	Retirements	Other Changes	Balance as of End of Period
For the year ended December 31, 2022					
Valuation of accounts deducted from related assets:					
Allowance for doubtful accounts	\$ 35.5	\$ 12.0	\$ (10.3)	\$ (1.9)	\$ 35.3
Allowance for deferred tax assets	406.9	41.4	(5.3)	(25.1)	417.9
Total	\$ 442.4	\$ 53.4	\$ (15.6)	\$ (27.0)	\$ 453.2

	Balance as of Beginning of Period	Additions	Retirements	Other Changes	Balance as of End of Period
For the year ended December 31, 2021					
Valuation of accounts deducted from related assets:					
Allowance for doubtful accounts	\$ 35.3	\$ 8.2	\$ (8.3)	\$ 0.3	\$ 35.5
Allowance for deferred tax assets	397.7	44.7	(17.7)	(17.8)	406.9
Total	\$ 433.0	\$ 52.9	\$ (26.0)	\$ (17.5)	\$ 442.4

**ITEM 9 – CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON
ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

ITEM 9A – CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures

The Company has evaluated, under the supervision and with the participation of the Company's management, including the Company's President and Chief Executive Officer along with the Company's Senior Vice President and Chief Financial Officer, the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this Report. The Company's disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. Based on the evaluation described above, the Company's President and Chief Executive Officer along with the Company's Senior Vice President and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective to provide reasonable assurance that the desired control objectives were achieved as of the end of the period covered by this Report.

(b) Management's Annual Report on Internal Control over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Under the supervision and with the participation of the Company's management, including the Company's President and Chief Executive Officer along with the Company's Senior Vice President and Chief Financial Officer, the Company conducted an evaluation of the effectiveness of internal control over financial reporting based on the Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). In April 2023, the Company completed the acquisition of I.G. Bauerrhin ("IGB") and is currently integrating IGB into its operations, compliance programs and internal control processes. IGB constituted less than 2% of the Company's total assets as of December 31, 2023, including goodwill and intangible assets recorded as part of the purchase price allocations, and less than 1% of the Company's net sales for the year ended December 31, 2023. Securities and Exchange Commission rules and regulations allow companies to exclude acquisitions from their assessment of internal control over financial reporting during the first year following an acquisition while integrating the acquired company. The Company has excluded the acquired operations of IGB from its assessment of the Company's internal control over financial reporting as of December 31, 2023. Based on this evaluation, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2023.

(c) Attestation Report of the Registered Public Accounting Firm

The attestation report of the Company's independent registered public accounting firm regarding internal control over financial reporting is set forth in Item 8, "Consolidated Financial Statements and Supplementary Data," under the caption "Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting" and incorporated herein by reference.

(d) Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting that occurred during the fiscal quarter ended December 31, 2023, that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B – OTHER INFORMATION

Rule 10b5-1 Trading Plan

During the three months ended December 31, 2023, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in item 408(a) of Regulation S-K.

ITEM 9C – DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10 – DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by Item 10 regarding our directors and corporate governance matters is incorporated by reference herein to the Proxy Statement sections entitled "Election of Directors" and "Directors and Corporate Governance." The information required by Item 10 regarding our executive officers appears as a supplementary item following Item 4 under Part I of this Report. The information required by Item 10 regarding compliance with Section 16(a) of the Securities Exchange Act of 1934, as amended, is incorporated by reference herein to the Proxy Statement section entitled "Directors and Corporate Governance — Section 16(a) Beneficial Ownership Reporting Compliance."

Code of Ethics

We have adopted a Code of Business Conduct and Ethics that applies to our executive officers, including our Principal Executive Officer, our Principal Financial Officer and our Principal Accounting Officer, which can be found on our website at <http://www.lear.com>. We will post any amendment to or waiver from the provisions of the Code of Business Conduct and Ethics that applies to the executive officers above on the same website and will provide it to stockholders free of charge upon written request by contacting Lear Corporation at 21557 Telegraph Road, Southfield, Michigan 48033, Attention: Investor Relations.

ITEM 11 – EXECUTIVE COMPENSATION

The information required by Item 11 is incorporated by reference herein to the Proxy Statement sections entitled "Directors and Corporate Governance — Director Compensation," "Compensation Discussion and Analysis," "Executive Compensation," "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report." Notwithstanding anything indicating the contrary set forth in this Report, the "Compensation Committee Report" section of the Proxy Statement shall be deemed to be "furnished" not "filed" for purposes of the Securities Exchange Act of 1934, as amended.

ITEM 12 – SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Except as set forth herein, the information required by Item 12 is incorporated by reference herein to the Proxy Statement section entitled "Directors and Corporate Governance — Security Ownership of Certain Beneficial Owners, Directors and Management."

Equity Compensation Plan Information

As of December 31, 2023	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	1,686,937 ⁽¹⁾	\$ 17.80 ⁽²⁾	1,916,131
Equity compensation plans not approved by security holders	—	—	—
Total	1,686,937	\$ 17.80	1,916,131

⁽¹⁾ Includes 569,324 of outstanding restricted stock units, 914,911 of outstanding performance shares and 202,702 of outstanding stock options. Outstanding performance shares are reflected at the maximum possible payout that may be earned during the relevant performance periods.

⁽²⁾ Reflects outstanding restricted stock units and performance shares at a weighted average price of zero. Reflects outstanding stock options at a weighted average exercise price of \$148.16.

ITEM 13 – CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by Item 13 is incorporated by reference herein to the Proxy Statement sections entitled "Certain Relationships and Related Party Transactions" and "Directors and Corporate Governance — Independence of Directors."

ITEM 14 – PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by Item 14 is incorporated by reference herein to the Proxy Statement section entitled "Fees of Independent Accountants."

PART IV

ITEM 15 – EXHIBITS AND FINANCIAL STATEMENT SCHEDULE

The following documents are filed as part of this Form 10-K.

- (a) 1. Consolidated Financial Statements:
- Reports of Ernst & Young LLP, Independent Registered Public Accounting Firm (PCAOB ID: 42)
 - Consolidated Balance Sheets as of December 31, 2023 and 2022
 - Consolidated Statements of Income for the years ended December 31, 2023, 2022 and 2021
 - Consolidated Statements of Comprehensive Income for the years ended December 31, 2023, 2022 and 2021
 - Consolidated Statements of Equity for the years ended December 31, 2023, 2022 and 2021
 - Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022 and 2021
 - Notes to Consolidated Financial Statements
2. Financial Statement Schedule:
- Schedule II — Valuation and Qualifying Accounts
 - All other financial statement schedules are omitted because such schedules are not required or the information required has been presented in the aforementioned financial statements.
3. The exhibits listed on the "Index to Exhibits" are filed with this Form 10-K or incorporated by reference as set forth below.
- (b) The exhibits listed on the "Index to Exhibits" are filed with this Form 10-K or incorporated by reference as set forth below.
- (c) Additional Financial Statement Schedules
- None.

ITEM 16 – FORM 10-K Summary

None.

Index to Exhibits

Exhibit Number	Exhibit Name
3.1	Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on November 9, 2009).
** 3.2	Second Amended and Restated Bylaws of the Company.
4.1	Indenture, dated August 17, 2017, among the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 17, 2017).
4.2	First Supplemental Indenture, dated August 17, 2017, among the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on August 17, 2017).
4.3	Second Supplemental Indenture, dated May 1, 2019, among the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on May 1, 2019).
4.4	Third Supplemental Indenture, dated May 1, 2019, among the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 1, 2019).
4.5	Fourth Supplemental Indenture, dated February 24, 2020, among the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on February 24, 2020).
4.6	Indenture, dated November 8, 2021, between the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on November 8, 2021).
4.7	First Supplemental Indenture, dated November 8, 2021, between the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on November 8, 2021).
4.8	Second Supplemental Indenture, dated November 28, 2021, between the Company and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on November 8, 2021).
4.9	Description of Lear Corporation's securities (incorporated by reference to Exhibit 4.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019).
10.1	* Lear Corporation 2009 Long-Term Stock Incentive Plan, amended and restated effective January 1, 2014 (incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2013).
10.2	* Lear Corporation Pension Equalization Program, as amended through August 15, 2003 (incorporated by reference to Exhibit 10.37 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004).
10.3	* First Amendment to the Lear Corporation Pension Equalization Program, dated as of December 21, 2006 (incorporated by reference to Exhibit 10.45 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006).
10.4	* Second Amendment to the Lear Corporation Pension Equalization Program, dated as of May 9, 2007 (incorporated by reference to Exhibit 10.49 to the Company's Annual Report on Form 10-K for the year ended December 31, 2007).
10.5	* Third Amendment to the Lear Corporation Pension Equalization Program, effective as of December 18, 2007 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 19, 2007).
10.6	* Lear Corporation Outside Directors Compensation Plan - Form of Cash Retainer Deferral Election, effective as of September 13, 2017 (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017).
10.7	* Lear Corporation Salaried Retirement Restoration Program (f/k/a Lear Corporation PSP Excess Plan), amended and restated effective December 29, 2017 (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2017).
10.8	* First Amendment to the Lear Corporation Salaried Retirement Restoration Program (amended and restated effective December 29, 2017) effective as of November 18, 2020 (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021).

Index to Exhibits

Exhibit Number		Exhibit Name
10.9	*	Lear Corporation Outside Directors Compensation Plan, amended and restated effective May 16, 2019 (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 29, 2019).
10.10	*	Lear Corporation 2019 Long-Term Stock Incentive Plan (incorporated by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-8 filed on July 26, 2019).
10.11	*	Form of RSU Grant Deferral Election under the Lear Corporation Outside Directors Compensation Plan, effective as of May 16, 2019 (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 29, 2019).
10.12	*	Form of 2019 Restricted Stock Unit Terms and Conditions for Non-Employee Directors under the Lear Corporation 2019 Long-Term Stock Incentive Plan (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 29, 2019).
10.13	*	Form of 2020 Performance-Based Career Shares Award Agreement under the Lear Corporation 2019 Long-Term Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed November 19, 2020).
10.14	*	Second Amended and Restated Employment Agreement, dated February 14, 2018, between the Company and Raymond E. Scott (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 14, 2018).
10.15	*	Waiver Agreement, dated April 10, 2020, between Lear Corporation and Raymond E. Scott (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 4, 2020).
10.16	*	Employment Agreement, dated September 27, 2019, between Lear Corporation and Jason M. Cardew (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 1, 2019).
10.17	*	Waiver Agreement, dated April 10, 2020, between Lear Corporation and Jason M. Cardew (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 4, 2020).
10.18	*	Employment Agreement, dated August 8, 2019, between Lear Corporation and Carl A. Esposito (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 14, 2019).
10.19	*	Waiver Agreement, dated April 10, 2020, between Lear Corporation and Carl A. Esposito (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 4, 2020).
10.20	*	Second Amended and Restated Employment Agreement, dated March 1, 2018, between the Company and Frank C. Orsini (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 1, 2018).
10.21	*	Waiver Agreement, dated April 10, 2020, between Lear Corporation and Frank C. Orsini (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 4, 2020).
10.22	*	Amended and Restated Employment Agreement, dated September 21, 2022, between the Company and Harry A. Kemp (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended October 1, 2022).
10.23	*	Lear Corporation Annual Incentive Plan (Amended and Restated as of January 1, 2014) (incorporated by reference to Appendix B to the Company's definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on April 1, 2014).
10.24	*	First Amendment to the Lear Corporation 2009 Long-Term Stock Incentive Plan (amended and restated as of January 1, 2014), effective as of January 1, 2017 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 1, 2017).
10.25		Amended and Restated Credit Agreement, dated as of October 28, 2021, among the Company, the foreign subsidiary borrowers from time to time party thereto, the lenders from time to time party thereto, Barclays Bank PLC, Bank of America, N.A., Citibank N.A. and HSBC Bank USA, National Association, as syndication agents, and JPMorgan Chase Bank, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 28, 2021).

Index to Exhibits

Exhibit Number	Exhibit Name
10.26	* First Amendment to the Lear Corporation Annual Incentive Plan (amended and restated as of January 1, 2014), effective February 9, 2017 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 1, 2017).
10.27	* Second Amendment to the Lear Corporation Annual Incentive Plan (amended and restated January 1, 2014), effective December 19, 2019 (incorporated by reference to Exhibit 10.33 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019).
10.28	* Statement on Confidential Information, effective as of August 9, 2017 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017).
10.29	* Lear Corporation Outside Directors Compensation Plan - Form of Stock Grant Deferral Election, effective as of September 13, 2017 (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017).
10.30	* Anti-Hedging and Anti-Pledging Policy, amended and restated as of September 13, 2017 (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017).
10.31	* Lear Corporation 2019 Long-Term Stock Incentive Plan (Amended and Restated as of May 18, 2023) (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 1, 2023).
** 10.32	* Form of Restricted Stock Unit Terms and Conditions under the Lear Corporation 2019 Long-Term Stock Incentive Plan.
** 10.33	* Form of Performance Share Terms and Conditions under the Lear Corporation 2019 Long-Term Stock Incentive Plan.
** 10.34	* Form of Restricted Stock Unit "Career Shares" Terms and Conditions under the Lear Corporation 2019 Long-Term Stock Incentive Plan.
** 10.35	* Lear Corporation Annual Incentive Plan (Amended and Restated as of January 1, 2024).
10.36	* Lear Corporation Outside Directors Compensation Plan, Amended and Restated effective May 16, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023).
10.37	Extension Agreement and Amendment No. 2 dated November 21, 2023, related to the Amended and Restated Credit Agreement, dated October 28, 2021 (as amended by that certain Amendment No. 1, dated June 14, 2023) among Lear Corporation, the foreign subsidiary borrowers from time to time thereto, the lenders from time to time party thereto, Barclays Bank PLC, Bank of America, N.A., Citibank, N.A. and HSBC Bank USA, National Association, as syndication agents, and JPMorgan Chase Bank, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 21, 2023).
** 10.38	* Lear Corporation Executive Retiree Health Reimbursement Account Plan.
** 21.1	List of subsidiaries of the Company.
** 23.1	Consent of Ernst & Young LLP.
** 31.1	Rule 13a-14(a)/15d-14(a) Certification of Principal Executive Officer.
** 31.2	Rule 13a-14(a)/15d-14(a) Certification of Principal Financial Officer.
** 32.1	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
** 32.2	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97.1	Lear Corporation Incentive Based Compensation Recoupment Policy (incorporated by reference to Exhibit 99.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023).
99.1	Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code dated September 18, 2009 (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed on November 5, 2009).
*** 101.INS	XBRL Instance Document.
**** 101.SCH	XBRL Taxonomy Extension Schema Document.
**** 101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
**** 101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
**** 101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

Index to Exhibits

Exhibit Number	Exhibit Name
**** 101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
*** 104	Cover Page Interactive Data File

* Compensatory plan or arrangement.

** Filed herewith.

*** The XBRL Instance Document and Cover Page Interactive Data File do not appear in the Interactive Data File because their XBRL tags are embedded within the Inline XBRL document.

**** Submitted electronically with the Report.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized on February 8, 2024.

Lear Corporation

By: /s/ Raymond E. Scott
Raymond E. Scott
President and Chief Executive Officer and a Director (Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of Lear Corporation and in the capacities indicated on February 8, 2024.

/s/ Raymond E. Scott
Raymond E. Scott
President and Chief Executive Officer and a Director
(Principal Executive Officer)

/s/ Mary Lou Jepsen
Mary Lou Jepsen
a Director

/s/ Jason M. Cardew
Jason M. Cardew
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

/s/ Roger A. Krone
Roger A. Krone
a Director

/s/ Amy A. Doyle
Amy A. Doyle
Vice President and Chief Accounting Officer
(Principal Accounting Officer)

/s/ Patricia L. Lewis
Patricia L. Lewis
a Director

/s/ Mei-Wei Cheng
Mei-Wei Cheng
a Director

/s/ Kathleen A. Ligocki
Kathleen A. Ligocki
a Director

/s/ Jonathan F. Foster
Jonathan F. Foster
a Director

/s/ Conrad L. Mallett, Jr.
Conrad L. Mallett, Jr.
a Director

/s/ Bradley M. Halverson
Bradley M. Halverson
a Director

/s/ Gregory C. Smith
Gregory C. Smith
Non-Executive Chairman of the Board of Directors and
a Director

SECOND AMENDED AND RESTATED BYLAWS

OF

LEAR CORPORATION

ARTICLE 1

Meetings of Stockholders

Section 1.1 Annual Meetings. An annual meeting of stockholders of Lear Corporation (the "Corporation") shall be held for the election of directors at such date, time and place, if any, either within or without the State of Delaware, or by means of remote communication, as may be designated by resolution of the Board of Directors of the Corporation (the "Board of Directors") from time to time. In the event the Board of Directors does not state the location for such annual meeting, the annual meeting shall be held at the principal place of business of the Corporation. Any other proper business may be transacted at the annual meeting. The Board of Directors may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders for any reason.

Section 1.2 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The Board of Directors may postpone, reschedule or cancel any previously scheduled special meeting of stockholders for any reason.

Section 1.3 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by applicable law, the certificate of incorporation or these bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. Notice may be given in writing by mail or, to the extent permitted by applicable law, by electronic transmission. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. If transmitted electronically, such notice shall be deemed to be given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (a) such posting and (b) the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder.

Section 1.4 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are either (i) announced at the meeting at which the adjournment is taken, (ii) set forth in the notice for such meeting, or (iii) displayed, during the time scheduled for such meeting, on the same electronic network used to enable stockholders to participate in the meeting by means of remote communication. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date for notice of such adjourned meeting. Whether or not quorum exists, the Chairperson of the meeting or the Chairperson of the Board of Directors may adjourn any meeting of stockholders.

Section 1.5 Quorum. Except as otherwise provided by applicable law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the

Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6 Organization. Meetings of stockholders shall be presided over by the Chairperson of the Board of Directors or, in his or her absence, by the Vice Chairperson, the Chief Executive Officer, the President or a Vice President (in that order) or, in the absence of the foregoing persons, by a Chairperson designated by the Board of Directors or, in the absence of such designation, by a Chairperson chosen at the meeting by the affirmative vote of holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote at such meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the Chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7 Voting; Proxies. Except as otherwise provided by or pursuant to the provisions of the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot.

Each director shall be elected by the vote of a majority of votes cast with respect to that director's election at any meeting for the election of directors at which a quorum is present, provided that if, as of the tenth (10th) day preceding the date the Corporation first provides notice of such meeting in accordance with Section 1.3 of these bylaws, the number of nominees exceeds the number of directors to be elected (a "Contested Election"), the directors shall be elected by the vote of a plurality of the votes cast. For purposes of this Section 1.7, a "majority of votes cast" shall mean that the number of votes cast "for" a director's election exceeds the number of votes cast "against" that director's election (with "abstentions" and "broker nonvotes" not counted as votes cast either "for" or "against" that director's election). In the event an incumbent director fails to receive a majority of votes cast in an election that is not a Contested Election, such incumbent director shall immediately tender his or her resignation in accordance with the procedures established by the Governance and Sustainability Committee. The Board of Directors shall determine whether to accept the resignation or take other action, through a process managed by the Governance and Sustainability Committee and following a recommendation of that committee. If such director's resignation is not accepted by the Board of Directors, such director shall continue to serve until his or her successor is duly elected, or until his or her subsequent death, retirement, removal or resignation in accordance with its terms.

All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless otherwise provided by the certificate of incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the Corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.8 Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 1.9 List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for at least ten (10) days prior to the meeting, ending on the day before the meeting, (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting, or (ii) during ordinary business hours at the principal place of business of the Corporation. Except as otherwise provided by applicable law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10 Action by Written Consent of Stockholders. Unless otherwise provided by the certificate of incorporation, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly held meeting of stockholders of the Corporation at which a quorum is present or represented and may not be effected by any consent in writing by such stockholders.

Section 1.11 Inspectors of Election. The Corporation may, and shall if required by applicable law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by applicable law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 1.12 Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the Chairperson shall have the right and authority to convene and adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the Chairperson, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the Chairperson shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The Chairperson at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such Chairperson should so determine, such Chairperson shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. The rulings of the Chairperson on procedural matters at any meeting of stockholders shall be final. Unless and to the extent determined by the Board of Directors or the Chairperson, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The date and time of the opening and the closing of the polls for each

matter upon which the stockholders will vote at a meeting shall be determined by the Chairperson and announced at the meeting.

Section 1.13 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors of the Corporation at an annual meeting at which directors are to be elected and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the Corporation's notice of meeting (or any supplement thereto), (b) by or at the direction of the Board of Directors or any committee thereof, or (c) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 1.13 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and who complies with (x) the notice procedures set forth in this Section 1.13 and (y) in the case of director nominations, the requirements of Rule 14a-19 promulgated under the Securities and Exchange Act of 1934, as amended (the "Exchange Act").

(2) For any nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of paragraph (A)(1) of this Section 1.13, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the Board of Directors) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal place of business of the Corporation not later than the close of business on the ninetieth (90th) day, nor earlier than the close of business on the one hundred twentieth (120th) day, prior to the first anniversary of the preceding year's annual meeting (provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (a) as to each person whom the stockholder proposes to nominate for election as a director (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, and (ii) such person's written consent to being named in any proxy statement as a nominee and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (iii) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and/or such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including, in the case of a nomination, the nominee, (iv) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and such beneficial owners, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner, with respect to shares of stock of the Corporation, (v) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (vi) a representation whether the stockholder or the

beneficial owner, if any, intends or is part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or in the case of director nominations, deliver a proxy statement and/or form of proxy to holders of at least 67% of the voting power of the Corporation's outstanding capital stock entitled to vote in the election of directors and/or (b) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination, and (vii) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act, including Rule 14a-19, and the rules and regulations promulgated thereunder. The foregoing notice requirements of this Section 1.13 shall be deemed satisfied by a stockholder with respect to business other than a nomination if the stockholder has notified the Corporation of his, her or its intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation. In addition, a stockholder who has delivered a notice of nomination pursuant to this Section 1.13 shall and Rule 14a-19 promulgated under the Exchange Act, within two (2) business days after delivering such notice, certify to the Secretary of the Corporation, and notify the Secretary of the Corporation in writing, that the stockholder has met and complied, or as applicable, will meet and comply with all of the requirements of these bylaws and of Rule 14a-19 (including for the avoidance of doubt Rule 14a-19(a)(3), which provides that a stockholder soliciting proxies in support of director nominees other than the Corporation's nominees must solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors) and, upon request of the Corporation, shall not later than five (5) business days prior to the date of the applicable meeting of stockholders, deliver to the Corporation reasonable evidence of such compliance. Additionally, any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

(3) A stockholder providing such notice for the nomination of directors pursuant to this Section 1.13 and, if applicable, the proposed nominee for election as a director, shall further update and supplement such notice, if necessary, so that the information provided or required is true and correct. Such update and supplement shall be in writing and must be received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the stockholder files a definitive proxy statement in connection with the annual meeting or special meeting, as applicable. For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, and any such deficiencies may be grounds for exclusion of the stockholder's nominee.

(4) Notwithstanding anything in the second sentence of paragraph (A)(2) of this Section 1.13 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased effective at the annual meeting and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 1.13 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal place of business of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation. In no event may a stockholder nominating director candidates provide timely notice with respect to a greater number of director candidates than are subject to election by stockholders at the applicable meeting.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or any committee thereof or (2) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 1.13 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and upon such election and who (x) complies with the procedures set forth for annual meetings of stockholders in this Section 1.13 (which, for the avoidance of

doubt, are applicable to both annual and special meetings of stockholders) and (y) the requirements of Rule 14a-19 promulgated under the Exchange Act. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by paragraph (A)(2) of this Section 1.13 shall be delivered to the Secretary at the principal place of business of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. In no event may a stockholder nominating director candidates provide timely notice with respect to a greater number of director candidates than are subject to election by stockholders at the applicable meeting.

(C) General.

(1) Only such persons who are nominated in accordance with the procedures set forth in this Section 1.13 shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.13. Except as otherwise provided by applicable law, the Chairperson of the meeting shall have the power and duty (a) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.13 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (A)(2)(c)(vi) of this Section 1.13) and (b) if any proposed nomination or business was not made or proposed in compliance with this Section 1.13, including, without limitation, the solicitation in support of the nominees other than the Corporation's nominees was not conducted in compliance with Rule 14a-19 promulgated under the Exchange Act, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 1.13, unless otherwise required by applicable law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.13, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Without limiting any of the provisions of this Section 1.13, unless otherwise required by law, if any stockholder nominates persons for election under this Section 1.13 and subsequently fails to comply with any requirement of Rule 14a-19 under the Exchange Act, or any other requirement listed herein, then the Corporation shall disregard any proxies or votes solicited for such proposed nominees. In the event the Corporation receives proxies for disqualified or withdrawn nominees for the Board of Directors, such votes for such disqualified or withdrawn nominees in the proxies will be treated as abstentions.

(2) For purposes of this Section 1.13, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 1.13, a stockholder shall also comply with all applicable requirements of the Exchange Act, including Rule 14a-19, and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 1.13; provided however, that any references in these bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 1.13 (including paragraphs (A)(1)(c) and (B) hereof), and compliance with paragraphs (A)(1)(c) and (B) of this Section 1.13 shall be the exclusive means for a stockholder to make nominations or submit other business (other than, as provided in the penultimate

sentence of paragraph (A)(2), matters brought properly under and in compliance with Rule 14a-8 of the Exchange Act, as may be amended from time to time). Nothing in this Section 1.13 shall be deemed to affect any rights (a) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to applicable rules and regulations promulgated under the Exchange Act or (b) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the certificate of incorporation.

ARTICLE II

Board of Directors

Section 2.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2.2 Number. The number of directors that shall constitute the Board of Directors shall be fixed from time to time exclusively by resolution of the Board of Directors; provided that the number of directors shall initially be nine (9). Directors need not be stockholders.

Section 2.3 Election; Removal; Resignation; Vacancies. Subject to the provisions of the certificate of incorporation, at each annual meeting of stockholders, the stockholders shall elect directors each of whom shall hold office for a term of one year or until his or her successor is duly elected and qualified, subject to such director's earlier death, resignation, retirement, disqualification or removal. Subject to the provisions of the certificate of incorporation, any director or the entire Board of Directors may be removed at any time, either with or without cause, by the holders of a majority in voting power of the shares then entitled to vote at an election of directors. Any director may resign at any time upon notice to the Corporation. Unless otherwise provided by applicable law or the certificate of incorporation, any newly created directorship or any vacancy occurring in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may only be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by the sole remaining director, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she replaced or until his or her successor is elected and qualified.

Section 2.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 2.5 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the Chief Executive Officer, the Chairperson of the Board of Directors, the Secretary or by a majority of the members of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.6 Telephonic and Remote Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone, remote communication or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.7 Quorum; Vote Required for Action. At all meetings of the Board of Directors the directors entitled to cast a majority of the votes of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation, these bylaws or applicable law otherwise provides, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.8 Organization. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board of Directors or, in his or her absence, by a Chairperson chosen by the Board of Directors at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence, the Chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.9 Action by Unanimous Consent of Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or any committee thereof in accordance with applicable law.

Section 2.10 General. In the discretion of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors. In addition, in the discretion of the Board of Directors, the directors may receive a stated salary for serving as directors or any other form of compensation deemed appropriate. No such payment shall preclude any director from serving

the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for serving on or attending committee meetings.

ARTICLE III

Committees

Section 3.1 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 3.2 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

Officers

Section 4.1 General. The officers of the Corporation shall be chosen by the Board of Directors and may consist of a Chief Executive Officer, a President, a Secretary, a Treasurer, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as may be deemed necessary or advisable by the Board of Directors. Any number of offices may be held by the same person, unless otherwise prohibited by applicable law, the certificate of incorporation or these bylaws. The Board of Directors, in its discretion, may also choose a Chairperson of the Board of Directors (who must be a director). The Chairperson of the Board of Directors, if there be one, and officers of the Corporation need not be stockholders of the Corporation.

Section 4.2 Election. The Board of Directors at its first meeting held after each annual meeting of stockholders shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier death, retirement, resignation or removal. Any officer may resign at any time upon written notice to the Corporation directed to the Board of Directors and the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board of Directors may remove any officer or agent with or without cause at any time by the affirmative vote of a majority of the Board of Directors. Any such removal shall be without prejudice to the contractual rights of such officer or agent, if any, with the Corporation, but the election of an officer or agent shall not of itself create any contractual rights. Any vacancy occurring in any office of the Corporation by death, retirement, resignation, removal or otherwise may be filled by the Board of Directors. The compensation of all officers of the Corporation shall be fixed by the Board of Directors, without prejudice to the contractual rights of any such officer.

Section 4.3 Appointing Attorneys and Agents; Voting Securities of Other Entities. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairperson of the Board of Directors, the Chief Executive Officer, the President or any Vice President may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation or other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation or other entity, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper. Any of the rights set forth in this Section 4.3 which may be delegated to an attorney or agent may also be exercised directly by the Chairperson of the Board of Directors, the Chief Executive Officer, the President or the Vice President.

Section 4.4 Chairperson of the Board of Directors. The Chairperson of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. In the absence or disability of the Chief Executive Officer, he or she shall be the Chief Executive Officer of the Corporation, and except where by applicable law the signature of the President is required, the Chairperson of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President and the Chief Executive Officer, the Chairperson of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairperson of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these bylaws or by the Board of Directors.

Section 4.5 Chief Executive Officer. The Chief Executive Officer shall be the principal executive officer of the Corporation. The Chief Executive Officer, except where by applicable law the signature of the President is required, shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chief Executive Officer shall exercise all the powers and discharge all the duties of the President. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these bylaws or by the Board of Directors.

Section 4.6 President. The President shall, subject to the control of the Board of Directors, the Chairperson of the Board of Directors, if there be one, and the Chief Executive Officer, have general supervision of the business and affairs of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal under the seal of the Corporation, except where required or permitted by applicable law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these bylaws, the Board of Directors or the President. If there be no Chairperson of the Board of Directors or Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these bylaws or by the Board of Directors.

Section 4.7 Vice Presidents. At the request of the President or in his or her absence or in the event of his or her inability or refusal to act (and if there be no Chairperson of the Board of Directors or Chief Executive Officer), the Vice President or the Vice Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairperson of the Board of Directors, no Chief Executive Officer and no President, the Board of Directors shall designate the Vice President of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 4.8 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing and special committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or Chief Executive Officer, under whose supervision he or she shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by applicable law to be kept or filed are properly kept or filed, as the case may be.

Section 4.9 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in

such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, retirement, resignation or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his or her control belonging to the Corporation.

Section 4.10 Assistant Secretaries. Except as may be otherwise provided in these bylaws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his or her disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 4.11 Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his or her disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, retirement resignation or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

Section 4.12 Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers. Without limiting the foregoing, the Chief Executive Officer shall have the power to appoint and remove subordinate officers, agents and employees, subject to any contractual limitations contained in any employment agreement or other applicable contract.

ARTICLE V

Stock

Section 5.1 Uncertificated Shares. Except as otherwise provided in a resolution approved by the Board of Directors, all shares of the Corporation issued after the date hereof shall be uncertificated shares. In the event the Board of Directors elects to provide in a resolution that certificates shall be issued to represent any shares of the Corporation, holders of such shares shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairperson of the Board of Directors or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation certifying the number of shares owned by such holder in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 5.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 5.3 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or on the books of the Corporation (in the case of uncertificated stock) or by his or her attorney or legal representative lawfully constituted in writing. No transfer of stock of the Corporation shall be valid until such transfer has been entered on the books of the Corporation by an entry showing from and to whom such stock is transferred, and (i) if the stock is certificated, the transfer shall not be valid until and upon the surrender of the certificate, duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, to the Corporation or the transfer agent of the Corporation and cancellation of the certificate representing the same or (ii) if the stock is uncertificated, the transfer shall not be valid unless accompanied by a duly executed stock transfer power or other proper transfer instructions from the registered owner of such uncertificated shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares of stock of the Corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer,

the Corporation shall cancel the old certificate and issue a new certificate, if the stock is to be certificated, to the person or persons entitled thereto, unless such person or persons requests, in writing to the Corporation or the transfer agent, that such shares be uncertificated.

ARTICLE VI

Miscellaneous

Section 6.1 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 6.2 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 6.3 Manner of Notice. Except as otherwise provided herein or permitted by applicable law, notices to directors and stockholders shall be in writing and delivered personally, mailed to the directors or stockholders at their addresses appearing on the books of the Corporation, or by a form of electronic transmission consented to by the director or stockholder to whom notice is given, in accordance with applicable law. Notice to directors may also be given by telephone. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice given by the Corporation under any provision of applicable law, the certificate of incorporation, or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 6.3, shall be deemed to have consented to receiving such single written notice.

Section 6.4 Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

Section 6.5 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

Section 6.6 Amendment of Bylaws. These bylaws may be altered, amended or repealed, and new bylaws made, by the Board of Directors. The affirmative vote of the holders of a majority in voting power of the then outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required for stockholders to adopt, amend, alter or repeal any provision of these bylaws.

LEAR CORPORATION
2019 LONG-TERM STOCK INCENTIVE PLAN

20 RESTRICTED STOCK UNIT TERMS AND CONDITIONS

1. Definitions. Any term capitalized in this Award Agreement (the “Award Agreement”) but not defined will have the meaning set forth in the Lear Corporation 2019 Long-Term Stock Incentive Plan, as may be amended or amended and restated from time to time (the “Plan”).

2. Grant and Vesting of Restricted Stock Units.

(a) As of the Grant Date, the Participant will be credited with the number of Restricted Stock Units set forth in the letter that accompanies this Award Agreement. Each Restricted Stock Unit is a notional amount that represents one unvested Share. Each Restricted Stock Unit constitutes the right, subject to the terms and conditions of the Plan and this Award Agreement, to distribution of a Share following the vesting of such Restricted Stock Unit and satisfaction of other requirements contained herein. If the Participant’s employment with the Company and all of its Affiliates terminates before the date that all of the Restricted Stock Units vest, Participant’s right to receive the Shares underlying Restricted Stock Units will be only as provided in Section 4.

(b) The Restricted Stock Units will vest on the third anniversary of January 4, 20__, subject to Section 4 hereof. Notwithstanding anything contained herein, or pursuant to the terms and conditions of any Award made to the Participant prior to the Grant Date, to the contrary, the right of the Participant to receive the Shares underlying the Restricted Stock Units and any other amounts payable to the Participant pursuant to any Award granted to Participant under the Plan, including, without limitation, any amounts credited to an Account pursuant to Section 3(b) below, that have not yet been distributed or paid will be forfeited if (i) the Participant has been discharged from employment with the Company or an Affiliate for Cause; or (ii) the Participant violates any of the restrictive covenants contained in Section 6 hereof, as applicable, or any similar covenants in any other Award Agreement to which the Participant is subject or in any written employment or severance agreement between the Participant and the Company or an Affiliate thereof.

3. Rights as a Stockholder.

(a) Unless and until a Restricted Stock Unit has vested and the Share underlying it has been distributed to the Participant, the Participant will not be entitled to vote in respect of that Restricted Stock Unit or that Share.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend paid per Share multiplied by the number of Restricted Stock Units credited to the Participant through the record date for such dividend. The dollar amount credited to the Participant under the preceding sentence will be credited to an account (“Account”) established for the Participant for bookkeeping purposes only on the books of the Company. The amounts credited to the Account will be credited as of the last day of each month with interest, compounded monthly, until the amount credited to the Account is paid to the Participant. The rate of interest credited under the previous sentence will be the prime rate of interest as reported by the Midwest edition of the Wall Street Journal for the second business day of each quarter on an annual basis. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant’s Restricted Stock Units

awarded under the accompanying letter and this Award Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant's Restricted Stock Units are delivered (or forfeited at the time that the Participant's Restricted Stock Units are forfeited).

4. Termination of Employment. Subject to the forfeiture provisions of Section 2(b) above, the Participant's right to receive the Shares underlying Participant's Restricted Stock Units after termination of Participant's employment will be only as follows:

(a) End of Service. If the Participant experiences an End of Service Date, the Participant will be entitled to receive the Shares underlying any Restricted Stock Units that have then vested. In addition, the Participant will be entitled to receive immediately the Shares underlying the number of Restricted Stock Units, if any, that have not yet vested but would have vested under Section 2 if the Participant's End of Service Date had been twenty-four (24) months following Participant's actual End of Service Date. The Participant will forfeit the right to receive Shares underlying any Restricted Stock Units that have not yet vested or would not have vested in the next twenty-four (24) months as described in the preceding sentence. The Participant's "End of Service Date" is the date of Participant's retirement after attaining a combination of years of age and service with the Company and its Affiliates (including service with another company prior to it becoming an Affiliate) of at least 65, with a minimum age of 55 and at least five years of service with the Company and its Affiliates (only if an Affiliate at the time of service).

(b) Other Termination of Employment. If the Participant's employment with the Company shall be terminated for Disability or upon the Participant's death, the Participant (or the Participant's estate) will be immediately entitled to receive the Shares underlying all of the Restricted Stock Units that have not yet vested under Section 2 above. If the Participant's employment with the Company shall be terminated by the Company for any reason other than for Cause or due to the Participant's death or Disability, the Participant will be entitled to receive (i) in the case of a termination occurring prior to the first anniversary of the Grant Date, a number of Shares equal to the Shares underlying all of the Restricted Stock Units that have not yet vested under Section 2 above multiplied by a fraction, the numerator of which shall be the number of full months from the Grant Date through the date the Participant's employment terminated and the denominator of which shall be twelve (12), or (ii) in the case of a termination occurring on or after the first anniversary of the Grant Date, the Shares underlying all of the Restricted Stock Units that have not yet vested under Section 2 above, in each case of (i) and (ii) above, subject to the Participant signing a general release agreement (a "Release") in form and substance reasonably acceptable to the Company in connection with the Participant's termination of employment. The number of Shares in (i) and (ii) above, as applicable, will only be payable if the Participant executes and delivers a Release (and any revocation period expires) to the Company no later than sixty (60) calendar days after the Participant's termination of employment, and such Shares shall not become payable until sixty (60) calendar days after the termination of employment, regardless of when the Release is returned to the Company. If the Participant is subject to a written employment or severance agreement signed on behalf of the Company or its Affiliate and is terminated by the Company or its Affiliate for any reason other than Cause or the Participant terminates Participant's employment for Good Reason (as defined in such agreement), then the preceding two sentences shall not apply if they conflict with the provisions of such employment or severance agreement and the terms of the employment or severance agreement shall govern instead. If the Participant's employment with the Company terminates for any reason other than those provided in Section 4(a) or in the preceding sentences of this Section 4(b), the Participant or Participant's estate (in the event of Participant's death after termination) will forfeit the right to receive Shares underlying any Restricted Stock Units that have not yet vested. If the Participant is a party to a written employment or severance agreement signed on behalf of the

Company or its Affiliate, for purposes of this Section 4, the term “Disability” shall mean “Incapacity” as defined in such Participant’s employment or severance agreement, as applicable.

5. Timing and Form of Payment. Except as provided in this Section or in Section 2(b) or Section 4, once a Restricted Stock Unit vests, the Participant will be entitled to receive a Share in its place. Delivery of the Share will be made as soon as administratively feasible after its associated Restricted Stock Unit vests. Shares will be credited to an account established for the benefit of the Participant with the Company’s administrative agent. The Participant will have full legal and beneficial ownership with respect to the Shares at that time.

6. Non-Competition and Non-Solicitation.

(a) The Participant shall not, directly or indirectly, engage in any Competitive Activity during the period of Participant’s employment with the Company or its Affiliates and for a period of one (1) year following the termination of the Participant’s employment with the Company or its Affiliates for any reason. For purposes hereof, “Competitive Activity” shall mean the Participant’s (i) participation as an employee, director, consultant, owner, manager or advisor of, or (ii) otherwise rendering services to, any business enterprise anywhere in the world if such enterprise engages or is planning to engage in competition with any product or service of the Company and specifically including, without limitation, [_____], and any of their respective parent companies, subsidiaries or affiliates and successors or assigns of all or a portion of such companies’ businesses that engage in competition with any product or service of the Company. “Competitive Activity” shall not include the mere ownership of, and exercise of rights appurtenant to, securities of a publicly traded company representing five percent (5%) or less of the total voting power and five percent (5%) or less of the total value of such an enterprise. The Participant agrees that the Company is a global business and that it is appropriate for this Section 6(a) to apply to Competitive Activity conducted anywhere in the world.

(b) During the period of Participant’s employment with the Company or its Affiliates and for a period of two (2) years following the termination of the Participant’s employment with the Company or its Affiliates for any reason, the Participant shall not, directly or indirectly, either on Participant’s own account or with or for anyone else, solicit or attempt to solicit for any business endeavor or hire, attempt to hire or participate in any manner in the hiring or attempted hiring of any employee of or individual serving as an independent contractor to the Company or its Affiliates, who is, or during the six (6) month period preceding the date of any such solicitation or hiring was, engaged in connection with the business of the Company or an Affiliate thereof, or otherwise divert or attempt to divert from the Company or its Affiliates any business whatsoever or interfere with any business relationship between the Company or an Affiliate thereof and any other person. The prohibitions of this subsection (b) shall include responding to contact initiated by the employee of or individual serving as an independent contractor to the Company or its Affiliates.

(c) During the period of Participant’s employment with the Company or its Affiliates and for a period of one (1) year following the termination of the Participant’s employment with the Company or its Affiliates for any reason, the Participant shall not contact any then-current customer of the Company or its Affiliates with which the Participant had any contact or association during Participant’s employment with the Company or its Affiliates or whose identity was learned by the Participant during Participant’s employment with the Company or its Affiliates, or prospective customer with whom the Company or its Affiliates is negotiating or preparing a proposal for products or services (collectively, “Customers”) for the purposes of: (i) inducing any such Customer to terminate its business relationship with the Company or its Affiliates, (ii) discouraging any such Customer from doing business with the Company or its Affiliates, and (iii) offering products or

services that are similar to or competitive with those of the Company or its Affiliates. The Participant also agrees during such period not to accept, with or without solicitation, any business from any Customers involving products or services that are similar to or competitive with those of the Company or its Affiliates. "Contact" with any Customers includes responding to contact initiated by Customers.

(d) The Participant acknowledges and agrees that damages in the event of a breach or threatened breach of the covenants in this Section 6 will be difficult to determine and will not afford a full and adequate remedy, and therefore agrees that the Company, in addition to seeking actual damages, may seek specific enforcement of such covenants in any court of competent jurisdiction, including, without limitation, by the issuance of an injunction, without the necessity of a bond. The Participant and the Company agree that the provisions of this Section 6 are reasonable. However, should any court or arbitrator determine that any provision of the covenants of this Section 6 are unreasonable, either in period of time, geographical area, or otherwise, the parties agree that this Section 6 should be interpreted and enforced to the maximum extent which such court or arbitrator deems reasonable.

(e) The Participant agrees that while employed by the Company or its Affiliates and for twenty-four (24) months thereafter, Participant will communicate in writing the contents of the restrictions contained in this Section 6 to any person, firm, association, partnership, corporation or other entity which Participant intends to be employed by, associated with or represent. The Participant also agrees to promptly notify in writing the General Counsel and the Chief Human Resources Officer or other lead human resources executive of the Company if, at any time during the Participant's employment with the Company or its Affiliates or within twenty-four (24) months following the termination thereof, the Participant accepts a position to be employed by, associated with or represent any person, firm, association, partnership, corporation, or other entity. The Participant further agrees that Participant will provide the Company with such information as the Company may request about the Participant's new position to allow the Company to determine whether such position and duties would likely lead to a violation of this Section 6 (except that the Participant need not provide any information that would constitute confidential or trade secret information of the entity which Participant intends to be employed by, associated with, or represent).

(f) Notwithstanding anything contained herein to the contrary, if the Participant is a party to a written employment or severance agreement signed on behalf of the Company or its Affiliate that contains restrictive covenants that conflict with the covenants set forth in this Section 6, such conflicting provisions of this Section 6 shall not apply, but any non-conflicting provisions shall remain in force and will supplement and be read and construed in concert with such agreement.

7. Company Option to Pay Severance.

(a) If the Participant's employment with the Company is terminated by the Company for any reason other than Cause or due to death or Disability and as a result of such termination, the Participant is not entitled to the payment of severance benefits pursuant to either (i) a written agreement signed on behalf of the Company or an Affiliate thereof or (ii) applicable local law, the Company may decide, in its sole discretion, to pay the Participant severance equal to the product of one month's base salary at Participant's then-current base salary rate, less applicable withholdings, and the number of months that the Company wishes the restrictions in Section 6(a) to apply following the date of termination, not to exceed twelve (12) months (the "Severance"), provided that the Participant executes and delivers the Release (and any revocation period expires) to the Company no later than sixty (60) calendar days after the Participant's termination of employment. If the Participant does not execute and deliver the Release within sixty (60) calendar days of the Participant's termination of employment, or if the Participant revokes the Release within any specified revocation period, the

Participant will nevertheless remain subject to the restrictions in Section 6(a) for the number of months that the Company will require the restrictions to apply. At the Company's option, the Severance will be paid in accordance with the Company's customary local payroll practices, in either a lump sum or equal installments (with respect to employees located outside of the United States, to the extent administratively practicable in the jurisdiction in which the Participant works) beginning on the first payroll payment date following the sixtieth (60th) calendar day after the termination of employment, regardless of when the Release is returned to the Company, and ending on the payroll payment date that is nearest to the date as of which the restrictions in Section 6(a) no longer apply.

(b) Notwithstanding anything herein, or in any other Award Agreement to which the Participant is subject, to the contrary, to the extent that (i) the Company elects to pay the Severance described in Section 7(a) in lieu of waiving the provisions of Section 6(a) hereof, if applicable, and (ii) the Participant is subject to more than one Award Agreement that provides for the possibility of severance benefits upon a termination of the Participant's employment in exchange for post-employment compliance with a restrictive covenant provision, then the payment by the Company of severance benefits under the Award Agreement with severance benefits most favorable to the Participant shall be deemed to satisfy the Company's obligation to pay severance in exchange for post-employment compliance with a restrictive covenant under such provisions in all such Award Agreements, and the Participant will not be entitled to receive any additional severance.

8. Confidential Information.

(a) The Participant agrees to keep confidential and not use, publish, or otherwise disclose to any person, business, or other entity the trade secrets or other proprietary, confidential, and/or privileged information ("Confidential Information") except as such disclosure or use may be required in connection with Participant's work for the Company. This Confidential Information includes without limitation technical know-how and specifications, business know-how and information, product information, procedures, processes, formulas, designs, blueprints, notes, memoranda, documentation, works in process, experimental works, ideas, discoveries, inventions, customer information, strategic information and plans, sales and marketing plans, supplier information, financial information, proposed agreements, software applications, pricing or cost information, and any other secret or confidential matter relating to the products, sales or business of the Company, its Affiliates, and the Company and Affiliates' customers, suppliers, or other third parties to which they have confidentiality obligations or use restrictions. Participant understands that Confidential Information may be communicated in writing, orally, electronically, or by other means, and may (or may not) be identified in writing as "Confidential" or "Proprietary." Participant has no duty of confidentiality over Confidential Information disclosed publicly by the Company or that is otherwise lawfully known to the public.

(b) The Participant shall notify the Company in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to the Participant's attention during or after the Participant's employment with the Company.

(c) At the end of the Participant's employment, the Participant shall not download, send, copy, remove, transfer, or communicate in any manner any Confidential Information in electronic form or in any other form or solicit the assistance of any Company employee or contractor to assist the Participant in connection with such actions.

(d) The Participant agrees that this Section shall supplement and be read and construed in concert with any trade secrets, confidential information, or assignment of inventions agreement or provision signed or agreed to by the Participant during employment with the Company

and shall be interpreted in a manner to provide the Company the maximum protection by all agreements the Participant has with the Company.

(e) Nothing in this Award Agreement shall be construed to prevent, limit or interfere with Participant's ability, without providing prior notice to the Company, to (i) disclose Confidential Information or other information in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) disclose Confidential Information in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) disclose Confidential Information to Participant's attorney and use the Confidential Information in a court proceeding or arbitration Participant brings against the Company, provided that Participant files any document containing Confidential Information under seal and does not otherwise disclose Confidential Information, except pursuant to court order; (iv) file a charge with, or participate or cooperate in any investigation or proceeding, conducted by the Equal Employment Opportunity Commission, Securities and Exchange Commission, or any other governmental agency or governmental entity (collectively "Governmental Agencies"); or (v) disclose the existence, terms, and underlying facts and circumstances of this Agreement to any Governmental Agency. Without prior authorization of the Company's General Counsel, however, the Company does not authorize Participant to disclose to any third party (including any government official, governmental agencies, or any attorney Participant may retain) any communications that are covered by the Company's attorney-client privilege.

9. Return of Company Property; Cooperation. Upon separation from employment with the Company for any reason, on the Company's earlier request during the Participant's employment, or at any time subsequent to the Participant's employment upon request from the Company, the Participant shall:

a. promptly deliver to the Company, and will not keep in Participant's possession, recreate, or deliver to anyone else, all Company property, including Confidential Information in any format, devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), and Company credit cards, badges and keys;

b. promptly disclose to the Company all work-related passwords or passcodes used or created by Participant during employment;

c. to the extent permitted by law, cooperate with Company representatives and allow such representatives to oversee the process of erasing and/or permanently removing any Confidential Information or other Company property from: (i) any computer, personal digital assistant, phone, or other electronic device; or (ii) any cloud-based storage account or other electronic medium owned or controlled by Participant provided the Company has specific information about an unauthorized transfer of Confidential Information to such cloud-based storage account or other electronic medium; and

d. cooperate with Company representatives with respect to matters of which the Participant may have knowledge due to the Participant's employment, including (i) the transition of the Participant's work responsibilities, files, knowledge, customer information, and contacts; (ii) the defense of any claims, causes of action, or charges brought against the Company; and (iii) any other cooperation reasonably requested by the Company's Board of Directors (or designee) or Chief Executive Officer (or designee).

10. Assignment and Transfers. The rights and interests of the Participant under this Award Agreement may not be assigned, encumbered, or transferred, except, in the event of the death of the Participant, by will or the laws of descent and distribution. The Company may assign any of its rights and interests hereunder.

11. Withholding Tax. The Company and any Affiliate shall, in accordance with the Plan, have the right to withhold or retain, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant hereunder to the extent necessary to satisfy any required withholding taxes, whether national, federal, state, local, domestic, and/or foreign triggered by the payment of any amounts under this Award Agreement; provided, however, that such amount may not exceed the maximum statutory withholding rate.

12. Securities Law Requirements.

(a) The Restricted Stock Units are subject to the further requirement that, if at any time the People and Compensation Committee (the "Committee") determines in its discretion that the listing or qualification of the Shares subject to the Restricted Stock Units under any securities exchange requirements or under any applicable law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the issuance of Shares under it, then Shares will not be issued under the Restricted Stock Units, unless the necessary listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Committee.

(b) No person who acquires Shares pursuant to the Award reflected in this Award Agreement may, during any period of time that person is an affiliate of the Company (within the meaning of the rules and regulations of the Securities and Exchange Commission under the Securities Act of 1933 (the "1933 Act")) sell the Shares, unless the offer and sale is made pursuant to (i) an effective registration statement under the 1933 Act, which is current and includes the Shares to be sold, or (ii) an appropriate exemption from the registration requirements of the 1933 Act, such as that set forth in Rule 144 promulgated under the 1933 Act. With respect to individuals subject to Section 16 of the Exchange Act, transactions under this Award are intended to comply with all applicable conditions of Rule 16b-3, or its successors under the Exchange Act. To the extent any provision of the Award or action by the Committee fails to so comply, the Committee may determine, to the extent permitted by law, that the provision or action will be null and void.

13. No Limitation on Rights of the Company. The grant of this Award will not in any way affect the right or power of the Company to make adjustments, reclassification or changes in its capital or business structure, or to merge, consolidate, dissolve, liquidate, sell, or transfer all or any part of its business or assets.

14. Plan, Restricted Stock Units and Award Not a Contract of Employment. Neither the Plan, the Restricted Stock Units nor any other right or interest that is part of the Award reflected in this Award Agreement is a contract of employment, and no terms of employment of the Participant shall be affected in any way by the Plan, the Restricted Stock Units, the Award, this Award Agreement or related instruments, except as specifically provided therein. Neither the establishment of the Plan nor the Award will be construed as conferring any legal rights upon the Participant for a continuation of employment, nor shall it interfere with the right of the Company or any Affiliate to discharge the Participant and to treat Participant without regard to the effect that such treatment might have upon Participant as an employee.

15. Participant to Have No Rights as a Stockholder. Except as provided in Section 3 above, the Participant will have no rights as a stockholder with respect to any Shares subject

to the Restricted Stock Units prior to the date on which Participant is recorded as the holder of those Shares in the records of the Company.

16. No Guarantee of Future Awards. This Award Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

17. Notice. Any notice or other communication required or permitted hereunder must be in writing and must be delivered personally, or sent by certified, registered, or express mail, postage prepaid. Any such notice will be deemed given when so delivered personally or, if mailed, three days after the date of deposit in the United States mail, in the case of the Company to 21557 Telegraph Road, Southfield, Michigan, 48033, Attention: Senior Vice President, Chief Administrative Officer and General Counsel and, in the case of the Participant, to the last known address of the Participant in the Company's records.

18. Governing Law. This Award Agreement and the Award shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan, determined without regard to its conflict of law rules.

19. Code Section 409A. Notwithstanding any other provision in this Award Agreement, if the Participant is a "specified employee" (as such term is defined for purposes of Code Section 409A) at the time of Participant's termination of employment, no amount that is subject to Code Section 409A and that becomes payable by reason of such termination of employment shall be paid to the Participant before the earlier of (i) the expiration of the six-month period measured from the date of the Participant's termination of employment, and (ii) the date of the Participant's death.

20. Incentive Compensation Recoupment Policies. Notwithstanding any provision in the Plan or in this Award Agreement to the contrary, the Award is subject to (i) the Lear Corporation Incentive Based Compensation Recoupment Policy (applicable to any Section 16 officer) and (ii) the Lear Corporation Improper Conduct Compensation Recoupment Policy, each as amended from time to time, and any other compensation recovery and/or recoupment policies adopted by the Company to comply with applicable law or any listing exchange requirement, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or to comport with any corporate governance practices, as such policies may be amended from time to time. The Lear Corporation Incentive Based Compensation Recoupment Policy and the Lear Corporation Improper Conduct Compensation Recoupment Policy are available on the Company's intranet site under the "Policies and Standards" section of the "Employee Resources" page.

To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Board or the Committee, all Awards granted under the Plan (or any successor plan), any Shares or cash issued pursuant to an Award (including from dividend equivalent units), any amount received with respect to any sale of any Shares issued pursuant to an Award, and any amounts received in respect of awards made under the Company's Annual Incentive Plan (or any successor plan), shall be and remain subject to any incentive compensation clawback, recoupment or repayment policies or provisions currently in effect or, in each case, as may be adopted or amended by the Board or the Committee from time to time. Notwithstanding anything herein to the contrary, prior to the occurrence of a Change in Control, the Company reserves the right, without the Participant's consent, to adopt any such policies or provisions with retroactive effect.

Following a Change in Control, no incentive compensation clawback, recoupment or repayment policies or provisions adopted by the Company shall apply to Awards granted under the Plan (or any successor plan) to the Participant, except and solely to the extent the application of such policy or provision is necessary to comply with applicable law or applicable securities exchange listing standards.

21. Plan Document Controls. The rights herein granted are in all respects subject to the provisions set forth in the Plan to the same extent and with the same effect as if set forth fully herein. In the event that the terms of this Award Agreement or the Award conflict with the terms of the Plan document, the Plan document shall control.

22. Acceptance of Terms. The Company's issuance to the Participant of the Restricted Stock Units hereunder is conditioned upon the Participant's timely electronic acceptance of the terms and conditions set forth in this Award Agreement, in no event later than sixty (60) days following the Grant Date (the "Acceptance Deadline"). Failure to accept these terms and conditions by the Acceptance Deadline will result in cancellation of the Restricted Stock Units, and the Participant shall have no rights to the Restricted Stock Units if Participant does not accept these terms and conditions by the Acceptance Deadline.

By electronically signing this Award Agreement, the Participant expressly agrees to the terms of this Award Agreement. For purposes of this Award only, any contrary provisions in the Participant's employment agreement or in the Plan regarding the vesting of equity awards in the event of the Participant's termination of employment or upon a Change in Control are hereby expressly superseded by the terms of this Award Agreement.

IN WITNESS WHEREOF, the parties enter into this Award Agreement as of the date and year first above written.

LEAR CORPORATION
2019 LONG-TERM STOCK INCENTIVE PLAN

20 PERFORMANCE SHARE TERMS AND CONDITIONS

1. DEFINITIONS. Any term capitalized herein, but not defined, will have the meaning set forth in the Lear Corporation 2019 Long-Term Stock Incentive Plan, as may be amended or amended and restated from time to time (the “Plan”).

2. GRANT. In accordance with the terms of the Plan, the Company hereby grants to the Participant identified above a Performance Share Award (in the amount set forth in Section 5 hereof) subject to the terms and conditions set forth herein (the “Terms”).

3. PERFORMANCE PERIOD. The Performance Period for this Award shall be the three-year period commencing on January 1, 20__ and ending on December 31, 20__.

4. PERFORMANCE MEASURES. The Award shall be earned based on performance measures for the Performance Period each as further described herein: [_____].

a. “Adjusted Pretax Income” is the Company’s pretax income for a given year during the Performance Period, adjusted for unusual or non-recurring items, including restructuring costs, asset impairment charges, certain litigation costs, insurance recoveries, costs related to proxy contests, acquisitions, divestitures, financing activities, transactions with affiliates and the adoption of new accounting pronouncements.

b. For purposes of these Terms, “Relative TSR” is determined in accordance with the following:

- i. “Absolute TSR” means the Company’s TSR during the Performance Period.
- ii. “Beginning Stock Price” means the average closing price of a Share or a share of the common stock of the Company or a member of the Peer Group, as applicable, for the period of twenty (20) trading days ending the last trading day to occur before the first day of the Performance Period.
- iii. “Ending Stock Price” means the average closing price of a Share or a share of the common stock of the Company or a member of the Peer Group, as applicable, for the last twenty (20) trading days during the Performance Period, with all dividends deemed reinvested as of the applicable ex-dividend date.
- iv. “Peer Group” means the companies listed on Exhibit A attached hereto. In the event that, during the Performance Period, a company in the Peer Group (i) (x) is acquired by another company or entity or (y) is otherwise no longer publicly traded, such company will be removed from the Peer Group for the Performance Period, or (ii) commences bankruptcy proceedings, such company will remain in the Peer Group and such company’s Ending Stock Price shall be deemed to be \$0.
- v. “Relative TSR” means the Company’s Absolute TSR, relative to the TSR of the members of the Peer Group during the Performance Period, expressed as a percentile ranking.

vi. “TSR” or “Total Shareholder Return” means (Ending Stock Price minus Beginning Stock Price) divided by Beginning Stock Price.

c. “Adjusted ROIC Improvement” measures the Company’s Adjusted ROIC basis point improvement over 20__ Adjusted ROIC. “Adjusted ROIC” is the Company’s pretax income before equity income, interest and other expense adjusted for unusual or non-recurring items, including restructuring costs, asset impairment charges, certain litigation costs, insurance recoveries, costs related to proxy contests, acquisitions, divestitures and the adoption of new accounting pronouncements, less taxes (assuming the current U.S. Federal statutory income tax rate of 21%), divided by average invested capital. Average invested capital consists of total assets, less investment in affiliates, accounts payable and drafts, accrued liabilities (excluding lease obligations), and long-term deferred tax and certain other liabilities.

5. PERFORMANCE GOALS. Participant has been credited with a target number of Performance Shares specified on the letter that accompanies these Terms (the “Target Performance Shares”). The number of Performance Shares actually earned, if any, will be based on the Company’s performance and may range from 50% of the target award level for achievement of the performance goals (set forth in this Section 5) at “threshold” to 200% of the target award level for achievement of the performance goals at “maximum.” Achievement of the performance goals below “threshold” results in a payout of zero.

6. TIMING AND FORM OF PAYOUT.

a. Except as hereinafter provided, after the end of the Performance Period, the Participant shall be entitled to receive a number of Shares equal to Participant’s total number of Performance Shares determined under Section 5. Delivery of such Shares shall be made in the calendar year next following the end of the Performance Period, as soon as administratively feasible after the Performance Measure results are approved and certified by the People and Compensation Committee (the “Committee”), but in no event later than December 31 of that year. Notwithstanding anything contained herein, or pursuant to the terms and conditions of any Award made to the Participant prior to the Grant Date, to the contrary, the right of the Participant to receive the Shares described in this Section 6(a) and any other amounts payable to the Participant pursuant to any Award granted to Participant under the Plan, including, without limitation, any amounts credited to an Account pursuant to Section 6(b), that have not yet been distributed or paid will be forfeited if (i) the Participant has been discharged from employment with the Company or an Affiliate for Cause; or (ii) the Participant violates any of the restrictive covenants contained in Section 9 hereof, as applicable, or any similar covenants in any other Award Agreement to which the Participant is subject or in any written employment or severance agreement between the Participant and the Company or an Affiliate thereof.

b. If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend paid per Share multiplied by the number of Target Performance Shares credited to the Participant through the record date for such dividend. The dollar amount credited to the Participant under the preceding sentence will be credited to an account (“Account”) established for the Participant for bookkeeping purposes only on the books of the Company. The amounts credited to the Account will be credited as of the last day of each month with interest, compounded monthly, until the amount credited to the Account is paid to the Participant. The rate of interest credited under the previous sentence will be the prime rate of interest as reported by the Midwest edition of the Wall Street Journal for the second business day of each quarter on an annual basis. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant’s Performance Shares awarded under the accompanying letter and this Award Agreement, and will be paid in cash in a single sum at the time that

the Shares associated with the Participant's Performance Shares are delivered (or forfeited at the time that the Participant's Performance Shares are forfeited). For purposes of clarity, if a performance goal is achieved at the maximum level of performance, the portion of the dividend Account relating thereto will be paid at twice the amount of the Account at the target level of performance, and if a performance goal is only achieved at the threshold level of performance, the portion of the dividend Account relating thereto will be paid at half the amount of the Account at the target level. The dividend Account for levels of performance in between the foregoing levels of performance will be paid at interpolated amounts in the proportions identified in Section 5 hereof. If no Performance Shares are earned, no amount in the Account will be paid.

7. TERMINATION OF EMPLOYMENT DUE TO END OF SERVICE, DEATH, DISABILITY, BY THE COMPANY WITHOUT CAUSE, OR BY THE PARTICIPANT FOR GOOD REASON. Subject to the forfeiture provisions of Section 6(a), if the Participant ceases to be an employee prior to the end of the Performance Period by reason of End of Service, death, Disability, or termination by the Company for any reason other than Cause, the Participant (or in the case of the Participant's death, the Participant's beneficiary) shall be entitled to receive a number of Shares the Participant would have been entitled to under Section 5 if Participant had remained employed until the last day of the Performance Period multiplied by a fraction, the numerator of which shall be the number of full calendar months during the period of January 1, 20__, through the date the Participant's employment terminated and the denominator of which shall be 36, the total number of months in the Performance Period; provided, however, that in the case of a termination of the Participant's employment by the Company for any reason other than Cause, any such Shares will only be deliverable if the Participant executes and delivers to the Company a general release agreement (a "Release") in form and substance reasonably acceptable to the Company in connection with the Participant's termination of employment (and any revocation period expires) no later than sixty (60) calendar days after the Participant's termination of employment, and such Shares shall not become deliverable until the later of (i) sixty (60) calendar days after the termination of employment, regardless of when the Release is returned to the Company, or (ii) the date on which all other participants receive Shares in accordance with the terms of the Award. Delivery of such Shares shall be made in the calendar year next following the end of the Performance Period, as soon as administratively feasible after the Performance Measure results are approved and certified by the Committee and the number of Performance Shares earned is determined, but in no event later than December 31 of that year. If the Participant is a party to a written employment or severance agreement signed on behalf of the Company or its Affiliate and Participant's employment is terminated by the Company or its Affiliate for any reason other than Cause or by the Participant for Good Reason (as defined therein), the foregoing provisions relating to such termination scenarios shall not apply if they conflict with the provisions of such employment or severance agreement and the terms of the employment or severance agreement applicable thereto shall govern instead. If the Participant is a party to a written employment or severance agreement signed on behalf of the Company or its Affiliate, for purposes of this Section 7, the term "Disability" shall mean "Incapacity" as defined in the Participant's employment or severance agreement, as applicable. "End of Service" shall mean the date of the Participant's retirement after attaining a combination of years of age and service with the Company and its Affiliates (including service with another company prior to it becoming an Affiliate) of at least 65, with a minimum age of 55 and at least five years of service with the Company and its Affiliates (only if an Affiliate at the time of service).

Any distribution made with respect to a Participant who has died shall be paid to the beneficiary designated by the Participant pursuant to Article 11 of the Plan to receive amounts payable under this Award. If the Participant's beneficiary predeceases the Participant or no beneficiary has been properly designated, distribution of any amounts payable to the Participant under this Award shall be made to the Participant's surviving spouse and if none, to the Participant's estate.

8. TERMINATION OF EMPLOYMENT FOR ANY OTHER REASON. Except as provided in Section 7, the Participant must be an employee of the Company and/or an Affiliate continuously from the date of this Award until the last day of the Performance Period to be entitled to receive any amounts with respect to any Performance Shares Participant may have earned hereunder. Notwithstanding anything herein to the contrary, if prior to the end of the Performance Period, or after the end of the Performance Period but prior to a payout of the Performance Shares pursuant to Section 6, (a) the Participant's employment is terminated by the Company for Cause or (b) the Participant violates any of the restrictive covenants contained in Section 9 hereof, as applicable, or any similar covenants in any other Award Agreement to which the Participant is subject or in any written employment or severance agreement between the Participant and the Company or an Affiliate thereof, all Performance Shares awarded hereunder shall immediately be cancelled and forfeited, and the Participant shall have no further rights with respect thereto.

9. NON-COMPETITION AND NON-SOLICITATION.

a. The Participant shall not, directly or indirectly, engage in any Competitive Activity during the period of Participant's employment with the Company or its Affiliates and for a period of one (1) year following the termination of the Participant's employment with the Company or its Affiliates for any reason. For purposes hereof, "Competitive Activity" shall mean the Participant's (i) participation as an employee, director, consultant, owner, manager, or advisor of, or (ii) otherwise rendering services to, any business enterprise anywhere in the world if such enterprise engages or is planning to engage in competition with any product or service of the Company and specifically including, without limitation, [_____], and any of their respective parent companies, subsidiaries or affiliates and successors or assigns of all or a portion of such companies' businesses that engage in competition with any product or service of the Company. "Competitive Activity" shall not include the mere ownership of, and exercise of rights appurtenant to, securities of a publicly traded company representing five percent (5%) or less of the total voting power and five percent (5%) or less of the total value of such an enterprise. The Participant agrees that the Company is a global business and that it is appropriate for this Section 9(a) to apply to Competitive Activity conducted anywhere in the world.

b. During the period of Participant's employment with the Company or its Affiliates and for a period of two (2) years following the termination of the Participant's employment with the Company or its Affiliates for any reason, the Participant shall not, directly or indirectly, either on Participant's own account or with or for anyone else, solicit or attempt to solicit for any business endeavor or hire, attempt to hire, or participate in any manner in the hiring or attempted hiring of any employee of or individual serving as an independent contractor to the Company or its Affiliates, who is, or during the six (6) month period preceding the date of any such solicitation or hiring was, engaged in connection with the business of the Company or an Affiliate thereof, or otherwise divert or attempt to divert from the Company or its Affiliates any business whatsoever or interfere with any business relationship between the Company or an Affiliate thereof and any other person. The prohibitions of this subsection (b) shall include responding to contact initiated by the employee of or individual serving as an independent contractor to the Company or its Affiliates.

c. During the period of Participant's employment with the Company or its Affiliates and for a period of one (1) year following the termination of the Participant's employment with the Company or its Affiliates for any reason, the Participant shall not contact any then-current customer of the Company or its Affiliates with which the Participant had any contact or association during Participant's employment with the Company or its Affiliates or whose identity was learned by the Participant during Participant's employment with the Company or its Affiliates, or prospective customer with whom the Company or its Affiliates is negotiating or preparing a proposal for products or services (collectively, "Customers") for the purposes of: (i) inducing any such Customer to terminate its business

relationship with the Company or its Affiliates, (ii) discouraging any such Customer from doing business with the Company or its Affiliates, and (iii) offering products or services that are similar to or competitive with those of the Company or its Affiliates. The Participant also agrees during such period not to accept, with or without solicitation, any business from any Customers involving products or services that are similar to or competitive with those of the Company or its Affiliates. "Contact" with any Customers includes responding to contact initiated by Customers.

d. The Participant acknowledges and agrees that damages in the event of a breach or threatened breach of the covenants in this Section 9 will be difficult to determine and will not afford a full and adequate remedy, and therefore agrees that the Company, in addition to seeking actual damages, may seek specific enforcement of such covenants in any court of competent jurisdiction, including, without limitation, by the issuance of an injunction, without the necessity of a bond. The Participant and the Company agree that the provisions of this Section 9 are reasonable. However, should any court or arbitrator determine that any provision of the covenants of this Section 9 are unreasonable, either in period of time, geographical area, or otherwise, the parties agree that this Section 9 should be interpreted and enforced to the maximum extent which such court or arbitrator deems reasonable.

e. The Participant agrees that while employed by the Company or its Affiliates and for twenty-four (24) months thereafter, Participant will communicate in writing the contents of the restrictions contained in this Section 9 to any person, firm, association, partnership, corporation, or other entity which Participant intends to be employed by, associated with, or represent. The Participant also agrees to promptly notify in writing the General Counsel and the Chief Human Resources Officer or other lead human resources executive of the Company if, at any time during the Participant's employment with the Company or its Affiliates or within twenty-four (24) months following the termination thereof, the Participant accepts a position to be employed by, associated with, or represent any person, firm, association, partnership, corporation, or other entity. The Participant further agrees that Participant will provide the Company with such information as the Company may request about the Participant's new position to allow the Company to determine whether such position and duties would likely lead to a violation of this Section 9 (except that the Participant need not provide any information that would constitute confidential or trade secret information of the entity which Participant intends to be employed by, associated with, or represent).

f. Notwithstanding anything contained herein to the contrary, if the Participant is a party to a written employment or severance agreement signed on behalf of the Company or its Affiliate that contains restrictive covenants that conflict with the covenants set forth in this Section 9, such conflicting provisions of this Section 9 shall not apply, but any non-conflicting provisions shall remain in force and will supplement and be read and construed in concert with such agreement.

10. COMPANY OPTION TO PAY SEVERANCE.

a. If the Participant's employment with the Company is terminated by the Company for any reason other than Cause or due to death or Disability and as a result of such termination, the Participant is not entitled to the payment of severance benefits pursuant to either (i) a written agreement signed on behalf of the Company or an Affiliate thereof or (ii) applicable local law, the Company may decide, in its sole discretion, to pay the Participant severance equal to the product of one month's base salary at Participant's then-current base salary rate, less applicable withholdings, and the number of months that the Company wishes the restrictions in Section 9(a) to apply following the date of termination, not to exceed twelve (12) months (the "Severance"), provided that the Participant executes and delivers the Release (and any revocation period expires) to the Company no later than sixty (60) calendar days after the Participant's termination of employment. If the Participant does not execute and deliver the Release within sixty (60) calendar days of the Participant's termination of employment, or if

the Participant revokes the Release within any specified revocation period, the Participant will nevertheless remain subject to the restrictions in Section 9(a) for the number of months that the Company will require the restrictions to apply. At the Company's option, the Severance will be paid in accordance with the Company's customary local payroll practices, in either a lump sum or equal installments (with respect to employees located outside of the United States, to the extent administratively practicable in the jurisdiction in which the Participant works) beginning on the first payroll payment date following the sixtieth (60th) calendar day after the termination of employment, regardless of when the Release is returned to the Company, and ending on the payroll payment date that is nearest to the date as of which the restrictions in Section 9(a) no longer apply.

b. Notwithstanding anything herein, or in any other Award Agreement to which the Participant is subject, to the contrary, to the extent that (i) the Company elects to pay the Severance described in Section 10(a) in lieu of waiving the provisions of Section 9(a) hereof, if applicable, and (ii) the Participant is subject to more than one Award Agreement that provides for the possibility of severance benefits upon a termination of the Participant's employment in exchange for post-employment compliance with a restrictive covenant provision, then the payment by the Company of severance benefits under the Award Agreement with severance benefits most favorable to the Participant shall be deemed to satisfy the Company's obligation to pay severance in exchange for post-employment compliance with a restrictive covenant under such provisions in all such Award Agreements, and the Participant will not be entitled to receive any additional severance.

11. CONFIDENTIAL INFORMATION.

a. The Participant agrees to keep confidential and not use, publish, or otherwise disclose to any person, business, or other entity the trade secrets or other proprietary, confidential, and/or privileged information ("Confidential Information") except as such disclosure or use may be required in connection with Participant's work for the Company. This Confidential Information includes without limitation technical know-how and specifications, business know-how and information, product information, procedures, processes, formulas, designs, blueprints, notes, memoranda, documentation, works in process, experimental works, ideas, discoveries, inventions, customer information, strategic information and plans, sales and marketing plans, supplier information, financial information, proposed agreements, software applications, pricing or cost information, and any other secret or confidential matter relating to the products, sales or business of the Company, its Affiliates, and the Company and Affiliates' customers, suppliers, or other third parties to which they have confidentiality obligations or use restrictions. Participant understands that Confidential Information may be communicated in writing, orally, electronically, or by other means, and may (or may not) be identified in writing as "Confidential" or "Proprietary." Participant has no duty of confidentiality over Confidential Information disclosed publicly by the Company or that is otherwise lawfully known to the public.

b. The Participant shall notify the Company in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to the Participant's attention during or after the Participant's employment with the Company.

c. At the end of the Participant's employment, the Participant shall not download, send, copy, remove, transfer, or communicate in any manner any Confidential Information in electronic form or in any other form or solicit the assistance of any Company employee or contractor to assist the Participant in connection with such actions.

d. The Participant agrees that this Section shall supplement and be read and construed in concert with any trade secrets, confidential information, or assignment of inventions agreement or provision signed or agreed to by the Participant during employment with the Company and shall be

interpreted in a manner to provide the Company the maximum protection by all agreements the Participant has with the Company.

e. Nothing in this Award Agreement shall be construed to prevent, limit or interfere with Participant's ability, without providing prior notice to the Company, to (i) disclose Confidential Information or other information in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) disclose Confidential Information in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) disclose Confidential Information to Participant's attorney and use the Confidential Information in a court proceeding or arbitration Participant brings against the Company, provided that Participant files any document containing Confidential Information under seal and does not otherwise disclose Confidential Information, except pursuant to court order; (iv) file a charge with, or participate or cooperate in any investigation or proceeding, conducted by the Equal Employment Opportunity Commission, Securities and Exchange Commission, or any other governmental agency or governmental entity (collectively "Governmental Agencies"); or (v) disclose the existence, terms, and underlying facts and circumstances of this Agreement to any Governmental Agency. Without prior authorization of the Company's General Counsel, however, the Company does not authorize Participant to disclose to any third party (including any government official, governmental agencies, or any attorney Participant may retain) any communications that are covered by the Company's attorney-client privilege.

12. RETURN OF COMPANY PROPERTY; COOPERATION. Upon separation from employment with the Company for any reason, on the Company's earlier request during the Participant's employment, or at any time subsequent to the Participant's employment upon request from the Company, the Participant shall:

a. promptly deliver to the Company, and will not keep in Participant's possession, recreate, or deliver to anyone else, all Company property, including Confidential Information in any format, devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), and Company credit cards, badges and keys;

b. promptly disclose to the Company all work-related passwords or passcodes used or created by Participant during employment;

c. to the extent permitted by law, cooperate with Company representatives and allow such representatives to oversee the process of erasing and/or permanently removing any Confidential Information or other Company property from: (i) any computer, personal digital assistant, phone, or other electronic device; or (ii) any cloud-based storage account or other electronic medium owned or controlled by Participant provided the Company has specific information about an unauthorized transfer of Confidential Information to such cloud-based storage account or other electronic medium; and

d. cooperate with Company representatives with respect to matters of which the Participant may have knowledge due to the Participant's employment, including (i) the transition of the Participant's work responsibilities, files, knowledge, customer information, and contacts; (ii) the defense of any claims, causes of action, or charges brought against the Company; and (iii) any other cooperation reasonably requested by the Company's Board of Directors (or designee) or Chief Executive Officer (or designee).

13. ASSIGNMENT AND TRANSFERS. The rights and interests of the Participant under this Award Agreement may not be assigned, encumbered, or transferred except, in the

event of the death of the Participant, by will or the laws of descent and distribution. The Company may assign any of its rights and interests hereunder.

14. **WITHHOLDING TAX.** The Company and any Affiliate shall, in accordance with the Plan, have the right to withhold or retain, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant hereunder to the extent necessary to satisfy any required withholding taxes, whether national, federal, state, local, domestic, and/or foreign triggered by the payment of any amounts under this Award Agreement; provided, however, that such amount may not exceed the maximum statutory withholding rate.

15. **SECURITIES LAW REQUIREMENTS.**

a. The Performance Shares are subject to the further requirement that, if at any time the People and Compensation Committee (the "Committee") determines in its discretion that the listing or qualification of the Shares subject to the Performance Shares under any securities exchange requirements or under any applicable law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the issuance of Shares under it, then Shares will not be issued under the Performance Shares, unless the necessary listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Committee.

b. No person who acquires Shares pursuant to the Award reflected in this Award Agreement may, during any period of time that person is an affiliate of the Company (within the meaning of the rules and regulations of the Securities and Exchange Commission under the Securities Act of 1933 (the "1933 Act")) sell the Shares, unless the offer and sale is made pursuant to (i) an effective registration statement under the 1933 Act, which is current and includes the Shares to be sold, or (ii) an appropriate exemption from the registration requirements of the 1933 Act, such as that set forth in Rule 144 promulgated under the 1933 Act. With respect to individuals subject to Section 16 of the Exchange Act, transactions under this Award are intended to comply with all applicable conditions of Rule 16b-3, or its successors under the Exchange Act. To the extent any provision of the Award or action by the Committee fails to so comply, the Committee may determine, to the extent permitted by law, that the provision or action will be null and void.

16. **NO LIMITATION ON RIGHTS OF THE COMPANY.** The grant of this Award will not in any way affect the right or power of the Company to make adjustments, reclassification, or changes in its capital or business structure, or to merge, consolidate, dissolve, liquidate, sell, or transfer all or any part of its business or assets.

17. **PLAN, PERFORMANCE SHARES, AND AWARD NOT A CONTRACT OF EMPLOYMENT.** Neither the Plan, the Performance Shares nor any other right or interest that is part of the Award reflected in this Award Agreement, is a contract of employment, and no terms of employment of the Participant shall be affected in any way by the Plan, the Performance Shares, this Award, this Award Agreement or related instruments except as specifically provided therein. Neither the establishment of the Plan nor the Award will be construed as conferring any legal rights upon the Participant for a continuation of employment, nor shall it interfere with the right of the Company or any Affiliate to discharge the Participant and to treat Participant without regard to the effect that such treatment might have upon Participant as an employee.

18. **PARTICIPANT TO HAVE NO RIGHTS AS A STOCKHOLDER.** Except as provided in Section 6 above, the Participant will have no rights as a stockholder with respect to any Shares subject to the Performance Shares prior to the date on which Participant is recorded as the holder of those Shares in the records of the Company.

19. NO GUARANTEE OF FUTURE AWARDS. This Award Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

20. NOTICE. Any notice or other communication required or permitted hereunder must be in writing and must be delivered personally, or sent by certified, registered, or express mail, postage prepaid. Any such notice will be deemed given when so delivered personally or, if mailed, three days after the date of deposit in the United States mail, in the case of the Company to 21557 Telegraph Road, Southfield, Michigan, 48033, Attention: Senior Vice President, Chief Administrative Officer and General Counsel and, in the case of the Participant, to the last known address of the Participant in the Company's records.

21. GOVERNING LAW. This Award Agreement and the Award shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan, determined without regard to its conflict of law rules.

22. CODE SECTION 409A. Notwithstanding any other provision in this Award Agreement, if the Participant is a "specified employee" (as such term is defined for purposes of Code Section 409A) at the time of Participant's termination of employment, no amount that is subject to Code Section 409A and that becomes payable by reason of such termination of employment shall be paid to the Participant before the earlier of (i) the expiration of the six-month period measured from the date of the Participant's termination of employment, and (ii) the date of the Participant's death.

23. Incentive Compensation Recoupment Policies. Notwithstanding any provision in the Plan or in this Award Agreement to the contrary, the Award is subject to (i) the Lear Corporation Incentive Based Compensation Recoupment Policy (applicable to any Section 16 officer) and (ii) the Lear Corporation Improper Conduct Compensation Recoupment Policy, each as amended from time to time, and any other compensation recovery and/or recoupment policies adopted by the Company to comply with applicable law or any listing exchange requirement, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or to comport with any corporate governance practices, as such policies may be amended from time to time. The Lear Corporation Incentive Based Compensation Recoupment Policy and the Lear Corporation Improper Conduct Compensation Recoupment Policy are available on the Company's intranet site under the "Policies and Standards" section of the "Employee Resources" page.

To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the "Board or the Committee, all Awards granted under the Plan (or any successor plan), any Shares or cash issued pursuant to an Award (including from dividend equivalent units), any amount received with respect to any sale of any Shares issued pursuant to an Award, and any amounts received in respect of awards made under the Company's Annual Incentive Plan (or any successor plan), shall be and remain subject to any incentive compensation clawback, recoupment or repayment policies or provisions currently in effect or, in each case, as may be adopted or amended by the Board or the Committee from time to time. Notwithstanding anything herein to the contrary, prior to the occurrence of a Change in Control, the Company reserves the right, without the Participant's consent, to adopt any such policies or provisions with retroactive effect.

Following a Change in Control, no incentive compensation clawback, recoupment or repayment policies or provisions adopted by the Company shall apply to Awards granted under the Plan (or any successor plan) to the Participant, except and solely to the extent the application of such policy or provision is necessary to comply with applicable law or applicable securities exchange listing standards.

24. PLAN DOCUMENT CONTROLS. The rights herein granted are in all respects subject to the provisions set forth in the Plan to the same extent and with the same effect as if set forth fully herein. In the event that the terms of this Award Agreement conflict with the terms of the Plan document, the Plan document shall control.

25. ACCEPTANCE OF TERMS. The Company's issuance to the Participant of the Performance Shares hereunder is conditioned upon the Participant's timely electronic acceptance of the terms and conditions set forth in this Award Agreement, in no event later than sixty (60) days following the Grant Date (the "Acceptance Deadline"). Failure to accept these terms and conditions by the Acceptance Deadline will result in cancellation of the Performance Shares, and the Participant shall have no rights to the Performance Shares if Participant does not accept these terms and conditions by the Acceptance Deadline.

By electronically signing this Award Agreement, the Participant expressly agrees to the terms of this Award Agreement. For purposes of this Award only, any contrary provisions in the Participant's employment agreement or in the Plan regarding the vesting of equity awards in the event of the Participant's termination of employment or upon a Change in Control are hereby expressly superseded by the terms of this Award Agreement.

IN WITNESS WHEREOF, the parties enter into this Award Agreement as of the date and year first above written.

EXHIBIT A
Peer Group

[_____]

LEAR CORPORATION
2019 LONG-TERM STOCK INCENTIVE PLAN

20 RESTRICTED STOCK UNIT “CAREER SHARES” AWARD AGREEMENT

This RESTRICTED STOCK UNIT “CAREER SHARES” AWARD AGREEMENT (the “Award Agreement”) is entered into as of November __, 20__ (the “Grant Date”), by and between Lear Corporation (the “Company”) and the individual whose name appears on the signature page hereof (the “Participant”). The parties hereto agree as follows:

1. Definitions. Any term capitalized herein but not defined will have the meaning set forth in the Lear Corporation 2019 Long-Term Stock Incentive Plan, as may be amended or amended and restated from time to time (the “Plan”).

2. Grant and Vesting of Restricted Stock Units.

(a) As of the Grant Date, the Participant will be credited with the number of Restricted Stock Units set forth in the letter that accompanies this Award Agreement. Each Restricted Stock Unit is a notional amount that represents one unvested Share. Each Restricted Stock Unit constitutes the right, subject to the terms and conditions of the Plan and this Award Agreement, to distribution of a Share following the vesting of such Restricted Stock Units and satisfaction of the other requirements contained herein. If the Participant’s employment with the Company and all of its Affiliates terminates before the date that all of the Restricted Stock Units vest and are distributed, Participant’s right to receive the Shares underlying Restricted Stock Units will be only as provided in Section 4.

(b) The Restricted Stock Units will vest on the third anniversary of the Grant Date, subject to the provisions of Section 4.

3. Rights as a Stockholder.

(a) Unless and until a Restricted Stock Unit has vested and the Share underlying it has been distributed to the Participant, the Participant will not be entitled to vote in respect of that Restricted Stock Unit or that Share.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend paid per Share multiplied by the number of Restricted Stock Units credited to the Participant through the record date for such dividend. The dollar amount credited to the Participant under the preceding sentence will be credited to an account (“Account”) established for the Participant for bookkeeping purposes only on the books of the Company. The amounts credited to the Account will be credited as of the last day of each month with interest, compounded monthly, until the amount credited to the Account is paid to the Participant. The rate of interest credited under the previous sentence will be the prime rate of interest as reported by the Midwest edition of the Wall Street Journal for the second business day of each quarter on an annual basis. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant’s Restricted Stock Units awarded under the accompanying letter and this Award Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant’s Restricted Stock Units are delivered (or forfeited at the time that the Participant’s Restricted Stock Units are forfeited).

4. Termination of Employment. Notwithstanding any language in the Plan or the Participant's employment agreement to the contrary, the Participant's right to receive the Shares underlying Participant's Restricted Stock Units after termination of Participant's employment will be only as follows:

(a) Qualifying Retirement; Termination Without Cause or for Good Reason. If the Participant experiences a Qualifying Retirement, is terminated by the Company without Cause or terminates Participant's employment for Good Reason prior to the distribution of any Shares underlying any Restricted Stock Units, the Participant will be entitled to receive (subject to Sections 4(d) and 5) the Shares underlying any Restricted Stock Units that have then vested. In addition, if the Participant experiences a Qualifying Retirement, is terminated by the Company without Cause, or terminates Participant's employment for Good Reason, in each case after the first anniversary of the Grant Date, the unvested Restricted Stock Units will continue to vest as scheduled following such termination. The Participant will forfeit the right to receive Shares underlying any Restricted Stock Units that would not have vested in the twenty-four (24) month period following the Participant's termination of employment by the Company without Cause, by the Participant for Good Reason, or upon the Participant's Qualifying Retirement. Notwithstanding any language to the contrary in the Plan or the Participant's employment agreement, if the Participant fails to execute and deliver to the Company a general release of claims in favor of the Company (a "Release") in form and substance reasonably acceptable to the Company (and any revocation period expires) no later than sixty (60) days after the Participant experiences a Qualifying Retirement or the Participant's termination of employment by the Company without Cause or by the Participant for Good Reason, the Participant will forfeit the right to receive Shares underlying any unvested Restricted Stock Units upon such termination. The Participant's "Qualifying Retirement" date is the date of Participant's retirement after (i) attaining a combination of years of age and service with the Company and its Affiliates (including service with another company prior to it becoming an Affiliate) of at least 65, with a minimum age of 55 and at least five years of service with the Company and its Affiliates (only if an Affiliate at the time of service) or (ii) attaining age 62.

(b) Death or Disability. If the Participant's employment with the Company is terminated upon the Participant's death or Disability, the Participant will be immediately entitled to receive the Shares underlying all of the Restricted Stock Units, whether vested or unvested. If the Participant is a party to an employment or severance agreement with the Company, for purposes of this Section 4, the term "Disability" shall mean "Incapacity" as defined in the Participant's employment or severance agreement, as applicable.

(c) Certain Terminations Following a Change in Control. Notwithstanding any language in the Plan or the Participant's employment agreement to the contrary, the Restricted Stock Units do not vest solely upon a Change in Control unless such Award is not assumed by the Company's successor or converted to equivalent value awards upon substantially the same terms effective immediately following the Change in Control. However, the Participant will be immediately entitled to receive the Shares underlying all of the Restricted Stock Units, whether vested or unvested, if the Participant experiences a Qualifying Termination. Notwithstanding any language to the contrary in the Plan or the Participant's employment agreement, no unvested Restricted Stock Units will vest pursuant to this Section 4(c) unless the Participant executes and delivers to the Company a Release in form and substance reasonably acceptable to the Company (and any revocation period expires) no later than sixty (60) days after the Change in Control or Qualifying Termination, as applicable. A "Qualifying Termination" occurs if, within twenty-four (24) months following a Change in Control, the Participant (i) is terminated by the Company without Cause or (ii) terminates Participant's employment with the Company for Good Reason.

For purposes of this Award Agreement, "Good Reason" shall have the same meaning as set forth in the Participant's employment agreement with the Company or any Affiliate. If the Participant is

not a party to an employment agreement with the Company or any Affiliate that defines such term, "Good Reason" shall mean the occurrence of any of the following circumstances or events:

(i) any reduction by the Company in the Participant's base salary or adverse change in the manner of computing the Participant's incentive compensation opportunity, as in effect from time to time;

(ii) the failure by the Company to pay or provide to the Participant any amounts of base salary or earned incentive compensation or any benefits which are due, owing and payable to the Participant, or to pay to the Participant any portion of an installment of deferred compensation due under any deferred compensation program of the Company;

(iii) the failure by the Company to continue to provide the Participant with benefits substantially similar in the aggregate to the Company's life insurance, medical, dental, health, accident or disability plans in which the Participant is participating at the date of this Award Agreement;

(iv) except on a temporary basis due to the Participant's Disability, a material adverse change in the Participant's responsibilities, position, reporting relationships, authority or duties. For purposes of clarification, the Participant agrees that it will not be a material adverse change for the Company to reassign the Participant to a position with at least substantially similar responsibilities and authority; or

(v) the transfer of the Participant's principal place of employment to a location fifty (50) or more miles from its location immediately preceding the transfer.

Notwithstanding anything else herein, Good Reason shall not exist if, with regard to the circumstances or events relied upon in the Participant's notice of termination of employment given to the Company (the "Notice of Termination"): (x) the Participant failed to provide a Notice of Termination to the Company within sixty (60) days of the date the Participant knew or should have known of such circumstances or events, (y) the circumstances or events are fully corrected by the Company prior to the date of termination of employment, or (z) the Participant gives Participant's express written consent to the circumstances or events.

(d) **Other Termination of Employment; Violation of Restrictive Covenants.** If the Participant violates any of the restrictive covenants contained in Section 6 or violates the requirements of Section 7 or Section 8 of this Award Agreement or any similar covenants in any employment or severance agreement of the Participant, the Participant will forfeit the right to receive Shares underlying any Restricted Stock Units, whether vested or unvested. If the Participant's employment with the Company is terminated for any reason other than the reasons specified in subsections (a) – (c) above (including termination by the Company for Cause or Participant's voluntary termination of employment for any reason), the Participant will forfeit the right to receive Shares underlying any Restricted Stock Units, whether vested or unvested.

5. **Timing and Form of Payment.** Except as provided in Sections 4(b) or 4(c) and subject to compliance with Section 4(d), a Share will be distributed for each Restricted Stock Unit on the later to occur of the date the Participant reaches age 62 and the vesting date for the Restricted Stock Unit; provided, that such distribution of Shares will occur (i) with respect to a Participant's Qualifying Retirement, on the earlier to occur of (A) the third anniversary of the Participant's Qualifying Retirement date or (B) the date that the Participant reaches age 62 (or such later Restricted Stock Unit vesting date, if applicable), or (ii) with respect to the Participant's termination of employment by the Company without Cause or by the Participant for Good Reason after the Participant has attained a combination of years of age and service with the Company and its Affiliates of at least 65, with a minimum age of 55 and at least

five years of service with the Company and its Affiliates (only if an Affiliate at the time of service), on the earlier to occur of (A) the third anniversary of the date of the Participant's termination of employment; or (B) the date that the Participant reaches age 62 (or such later Restricted Stock Unit vesting date, if applicable). Delivery of the Share underlying such vested Restricted Stock Unit will be made as soon as administratively feasible after it becomes distributable in accordance with the preceding sentence. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership with respect to the Shares at that time.

6. Non-Competition and Non-Solicitation.

(a) The Participant shall not, directly or indirectly, engage in any Competitive Activity during the period of Participant's employment with the Company or its Affiliates and for a period of one (1) year following the termination of the Participant's employment with the Company or its Affiliates for any reason. For purposes hereof, "Competitive Activity" shall mean the Participant's (i) participation as an employee, director, consultant, owner, manager or advisor of, or (ii) otherwise rendering services to, any business enterprise anywhere in the world if such enterprise engages or is planning to engage in competition with any product or service of the Company and specifically including, without limitation, [_____], and any of their respective parent companies, subsidiaries or affiliates and successors or assigns of all or a portion of such companies' businesses that engage in competition with any product or service of the Company. "Competitive Activity" shall not include the mere ownership of, and exercise of rights appurtenant to, securities of a publicly traded company representing five percent (5%) or less of the total voting power and five percent (5%) or less of the total value of such an enterprise. The Participant agrees that the Company is a global business and that it is appropriate for this Section 6(a) to apply to Competitive Activity conducted anywhere in the world.

(b) During the period of Participant's employment with the Company or its Affiliates and for a period of two (2) years following the termination of the Participant's employment with the Company or its Affiliates for any reason, the Participant shall not, directly or indirectly, either on Participant's own account or with or for anyone else, solicit or attempt to solicit for any business endeavor or hire, attempt to hire or participate in any manner in the hiring or attempted hiring of any employee of or individual serving as an independent contractor to the Company or its Affiliates, who is, or during the six (6) month period preceding the date of any such solicitation or hiring was, engaged in connection with the business of the Company or an Affiliate thereof, or otherwise divert or attempt to divert from the Company or its Affiliates any business whatsoever or interfere with any business relationship between the Company or an Affiliate thereof and any other person. The prohibitions of this subsection (b) shall include responding to contact initiated by the employee of or individual serving as an independent contractor to the Company or its Affiliates.

(c) During the period of Participant's employment with the Company or its Affiliates and for a period of one (1) year following the termination of the Participant's employment with the Company or its Affiliates for any reason, the Participant shall not contact any then-current customer of the Company or its Affiliates with which the Participant had any contact or association during Participant's employment with the Company or its Affiliates or whose identity was learned by the Participant during Participant's employment with the Company or its Affiliates, or prospective customer with whom the Company or its Affiliates is negotiating or preparing a proposal for products or services (collectively, "Customers") for the purposes of: (i) inducing any such Customer to terminate its business relationship with the Company or its Affiliates, (ii) discouraging any such Customer from doing business with the Company or its Affiliates, and (iii) offering products or services that are similar to or competitive with those of the Company or its Affiliates. The Participant also agrees during such period not to accept, with or without solicitation, any business from any Customers involving products or services that are similar to or

competitive with those of the Company or its Affiliates. "Contact" with any Customers includes responding to contact initiated by Customers.

(d) The Participant acknowledges and agrees that damages in the event of a breach or threatened breach of the covenants in this Section 6 will be difficult to determine and will not afford a full and adequate remedy, and therefore agrees that the Company, in addition to seeking actual damages, may seek specific enforcement of such covenants in any court of competent jurisdiction, including, without limitation, by the issuance of an injunction, without the necessity of a bond. The Participant and the Company agree that the provisions of this Section 6 are reasonable. However, should any court or arbitrator determine that any provision of the covenants of this Section 6 are unreasonable, either in period of time, geographical area, or otherwise, the parties agree that this Section 6 should be interpreted and enforced to the maximum extent which such court or arbitrator deems reasonable.

(e) The Participant agrees that while employed by the Company or its Affiliates and for twenty-four (24) months thereafter, Participant will communicate in writing the contents of the restrictions contained in this Section 6 to any person, firm, association, partnership, corporation or other entity which Participant intends to be employed by, associated with or represent. The Participant also agrees to promptly notify in writing the General Counsel and the Chief Human Resources Officer or other lead human resources executive of the Company if, at any time during the Participant's employment with the Company or its Affiliates or within twenty-four (24) months following the termination thereof, the Participant accepts a position to be employed by, associated with or represent any person, firm, association, partnership, corporation, or other entity. The Participant further agrees that Participant will provide the Company with such information as the Company may request about the Participant's new position to allow the Company to determine whether such position and duties would likely lead to a violation of this Section 6 (except that the Participant need not provide any information that would constitute confidential or trade secret information of the entity which Participant intends to be employed by, associated with, or represent).

(f) Notwithstanding anything contained herein to the contrary, if the Participant is a party to a written employment or severance agreement signed on behalf of the Company or its Affiliate that contains restrictive covenants that conflict with the covenants set forth in this Section 6, such conflicting provisions of this Section 6 shall not apply, but any non-conflicting provisions shall remain in force and will supplement and be read and construed in concert with such agreement.

7. Confidential Information.

(a) The Participant agrees to keep confidential and not use, publish, or otherwise disclose to any person, business, or other entity the trade secrets or other proprietary, confidential, and/or privileged information ("Confidential Information") except as such disclosure or use may be required in connection with Participant's work for the Company. This Confidential Information includes without limitation technical know-how and specifications, business know-how and information, product information, procedures, processes, formulas, designs, blueprints, notes, memoranda, documentation, works in process, experimental works, ideas, discoveries, inventions, customer information, strategic information and plans, sales and marketing plans, supplier information, financial information, proposed agreements, software applications, pricing or cost information, and any other secret or confidential matter relating to the products, sales or business of the Company, its Affiliates, and the Company and Affiliates' customers, suppliers, or other third parties to which they have confidentiality obligations or use restrictions. Participant understands that Confidential Information may be communicated in writing, orally, electronically, or by other means, and may (or may not) be identified in writing as "Confidential" or "Proprietary." Participant has no duty of confidentiality over Confidential Information disclosed publicly by the Company or that is otherwise lawfully known to the public.

(b) The Participant shall notify the Company in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to the Participant's attention during or after the Participant's employment with the Company.

(c) At the end of the Participant's employment, the Participant shall not download, send, copy, remove, transfer, or communicate in any manner any Confidential Information in electronic form or in any other form or solicit the assistance of any Company employee or contractor to assist the Participant in connection with such actions.

(d) The Participant agrees that this Section shall supplement and be read and construed in concert with any trade secrets, confidential information, or assignment of inventions agreement or provision signed or agreed to by the Participant during employment with the Company and shall be interpreted in a manner to provide the Company the maximum protection by all agreements the Participant has with the Company.

(e) Nothing in this Award Agreement shall be construed to prevent, limit or interfere with Participant's ability, without providing prior notice to the Company, to (i) disclose Confidential Information or other information in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) disclose Confidential Information in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) disclose Confidential Information to Participant's attorney and use the Confidential Information in a court proceeding or arbitration Participant brings against the Company, provided that Participant files any document containing Confidential Information under seal and does not otherwise disclose Confidential Information, except pursuant to court order; (iv) file a charge with, or participate or cooperate in any investigation or proceeding, conducted by the Equal Employment Opportunity Commission, Securities and Exchange Commission, or any other governmental agency or governmental entity (collectively "Governmental Agencies"); or (v) disclose the existence, terms, and underlying facts and circumstances of this Agreement to any Governmental Agency. Without prior authorization of the Company's General Counsel, however, the Company does not authorize Participant to disclose to any third party (including any government official, governmental agencies, or any attorney Participant may retain) any communications that are covered by the Company's attorney-client privilege.

8. Return of Company Property; Cooperation. Upon separation from employment with the Company for any reason, on the Company's earlier request during the Participant's employment, or at any time subsequent to the Participant's employment upon request from the Company, the Participant shall:

(a) promptly deliver to the Company, and will not keep in Participant's possession, recreate, or deliver to anyone else, all Company property, including Confidential Information in any format, devices, and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), and Company credit cards, badges, and keys;

(b) promptly disclose to the Company all work-related passwords or passcodes used or created by Participant during employment;

(c) to the extent permitted by law, cooperate with Company representatives and allow such representatives to oversee the process of erasing and/or permanently removing any Confidential Information or other Company property from: (i) any computer, personal digital assistant, phone, or other electronic device; or (ii) any cloud-based storage account or other electronic medium owned or controlled

by Participant provided the Company has specific information about an unauthorized transfer of Confidential Information to such cloud-based storage account or other electronic medium; and

(d) cooperate with Company representatives with respect to matters of which the Participant may have knowledge due to the Participant's employment, including (i) the transition of the Participant's work responsibilities, files, knowledge, customer information, and contacts; (ii) the defense of any claims, causes of action, or charges brought against the Company; and (iii) any other cooperation reasonably requested by the Company's Board of Directors (the "Board") (or designee) or Chief Executive Officer (or designee).

9. Assignment and Transfers. The rights and interests of the Participant under this Award Agreement may not be assigned, encumbered, or transferred, except, in the event of the death of the Participant, by will or the laws of descent and distribution. The Company may assign any of its rights and interests hereunder.

10. Withholding Tax. The Company and any Affiliate shall, in accordance with the Plan, have the right to withhold or retain, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant hereunder to the extent necessary to satisfy any required withholding taxes, whether national, federal, state, local, domestic, and/or foreign triggered by the payment of any amounts under this Award; provided, however, that such amount may not exceed the maximum statutory withholding rate.

11. Securities Law Requirements.

(a) The Restricted Stock Units are subject to the further requirement that, if at any time the People and Compensation Committee (the "Committee") determines in its discretion that the listing or qualification of the Shares subject to the Restricted Stock Units under any securities exchange requirements or under any applicable law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the issuance of Shares under it, then Shares will not be issued under the Restricted Stock Units, unless the necessary listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Committee.

(b) No person who acquires Shares pursuant to the Award reflected in this Award Agreement may, during any period of time that person is an affiliate of the Company (within the meaning of the rules and regulations of the Securities and Exchange Commission under the Securities Act of 1933 (the "1933 Act")) sell the Shares, unless the offer and sale is made pursuant to (i) an effective registration statement under the 1933 Act, which is current and includes the Shares to be sold, or (ii) an appropriate exemption from the registration requirements of the 1933 Act, such as that set forth in Rule 144 promulgated under the 1933 Act. With respect to individuals subject to Section 16 of the Exchange Act, transactions under this Award are intended to comply with all applicable conditions of Rule 16b-3, or its successors under the Exchange Act. To the extent any provision of the Award or action by the Committee fails to so comply, the Committee may determine, to the extent permitted by law, that the provision or action will be null and void.

12. No Limitation on Rights of the Company. The grant of this Award will not in any way affect the right or power of the Company to make adjustments, reclassification or changes in its capital or business structure, or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets.

13. Plan, Restricted Stock Units and Award Not a Contract of Employment. Neither the Plan, the Restricted Stock Units nor any other right or interest that is part of the Award reflected in this Award

Agreement is a contract of employment, and no terms of employment of the Participant shall be affected in any way by the Plan, the Restricted Stock Units, the Award, this Award Agreement or related instruments, except as specifically provided therein. Neither the establishment of the Plan nor the Award will be construed as conferring any legal rights upon the Participant for a continuation of employment, nor shall it interfere with the right of the Company or any Affiliate to discharge the Participant and to treat Participant without regard to the effect that treatment might have upon Participant as an employee.

14. Participant to Have No Rights as a Stockholder. Except as provided in Section 3 above, the Participant will have no rights as a stockholder with respect to any Shares subject to the Restricted Stock Units prior to the date on which Participant is recorded as the holder of those Shares in the records of the Company.

15. No Guarantee of Future Awards. This Award Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

16. Notice. Any notice or other communication required or permitted hereunder must be in writing and must be delivered personally, or sent by certified, registered or express mail, postage prepaid. Any such notice will be deemed given when so delivered personally or, if mailed, three days after the date of deposit in the United States mail, in the case of the Company to 21557 Telegraph Road, Southfield, Michigan, 48033, Attention: Senior Vice President, Chief Administrative Officer and General Counsel and, in the case of the Participant, to the last known address of the Participant in the Company's records.

17. Governing Law. This Award Agreement and the Award shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan, determined without regard to its conflict of law rules.

18. Code Section 409A. Notwithstanding any other provision in this Award Agreement, if the Participant is a "specified employee" (as such term is defined for purposes of Code Section 409A) at the time of Participant's termination of employment, no amount that is subject to Code Section 409A and that becomes payable by reason of such termination of employment shall be paid to the Participant before the earlier of (i) the expiration of the six-month period measured from the date of the Participant's termination of employment, and (ii) the date of the Participant's death.

19. Incentive Compensation Recoupment Policies. Notwithstanding any provision in the Plan or in this Award Agreement to the contrary, the Award is subject to (i) the Lear Corporation Incentive Based Compensation Recoupment Policy (applicable to any Section 16 officer) and (ii) to the Lear Corporation Improper Conduct Compensation Recoupment Policy, each as amended from time to time, and any other compensation recovery and/or recoupment policies adopted by the Company to comply with applicable law or any listing exchange requirement, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or to comport with any corporate governance practices, as such policies may be amended from time to time.

To the extent required by applicable law or any applicable securities exchange listing standards, or as otherwise determined by the Board or the Committee, all Awards granted under the Plan (or any successor plan), any Shares or cash issued pursuant to an Award (including from dividend equivalent units), any amount received with respect to any sale of any Shares issued pursuant to an Award, and any amounts received in respect of awards made under the Company's Annual Incentive Plan (or any successor plan), shall be and remain subject to any incentive compensation clawback, recoupment or repayment policies or provisions currently in effect or, in each case, as may be adopted or amended by the Board or the Committee from time to time. Notwithstanding anything herein to the contrary, prior to the

occurrence of a Change in Control, the Company reserves the right, without the Participant's consent, to adopt any such policies or provisions with retroactive effect.

Following a Change in Control, no incentive compensation clawback, recoupment or repayment policies or provisions adopted by the Company shall apply to Awards granted under the Plan (or any successor plan) to the Participant, except and solely to the extent the application of such policy or provision is necessary to comply with applicable law or applicable securities exchange listing standards.

20. Plan Document Controls. The rights herein granted are in all respects subject to the provisions set forth in the Plan to the same extent and with the same effect as if set forth fully herein. Except with respect to the vesting, termination and change in control provisions contained in Sections 2 and 4 of this Award Agreement (which expressly supersede contrary terms contained in the Plan), in the event that the terms of this Award Agreement conflict with the terms of the Plan document, the Plan document shall control.

21. Acceptance of Terms. The Company's issuance to the Participant of the Restricted Stock Units hereunder is conditioned upon the Participant's timely electronic acceptance of the terms and conditions set forth in this Award Agreement, in no event later than sixty (60) days following the Grant Date (the "Acceptance Deadline"). Failure to accept these terms and conditions by the Acceptance Deadline will result in cancellation of the Restricted Stock Units, and the Participant shall have no rights to the Restricted Stock Units if Participant does not accept these terms by the Acceptance Deadline.

* * *

Lear Corporation
Annual Incentive Plan
(Amended and Restated as of January 1, 2024)

Article 1. Statement of Purpose

Lear Corporation's compensation policies are intended to support the Company's overall objective of enhancing stockholder value. In furtherance of this philosophy, the Lear Corporation Annual Incentive Plan is designed to provide incentives for business performance, reward contributions towards goals consistent with the Company's business strategy and enable the Company to attract and retain highly qualified Section 16 Officers, key management, and other salaried employees.

Article 2. Definitions

The terms used in this Plan include the plural as well as the singular, as the context in which they are used requires. The following terms, unless the context requires otherwise, are defined as follows:

"Affiliates" means any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company or in which the Company has a significant equity interest, in either case as determined by the Committee.

"Board" means the Lear Corporation Board of Directors.

"Bonus" means the incentive compensation payable in cash, as determined by the Committee under Section 4.4 of the Plan.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the People and Compensation Committee of the Board or any successor committee with responsibility for compensation, or any subcommittee, as long as the number of Committee members and their qualifications shall at all times be sufficient to meet the independence requirements of the New York Stock Exchange or any other applicable exchange on which Lear Corporation common equity is at the time listed, as may be applicable or in effect from time to time.

"Company" means Lear Corporation and, except for purposes of Section 4.7 or where the context indicates otherwise, any of its Affiliates that adopt this Plan or that have employees who are participants under this Plan.

"Disability" means permanent and total disability as defined in the Company's Long Term Disability Plan or any successor plan (or if no such plan exists, as defined in Code Section 22(e)(3), or an applicable statute or benefit program in a Participant's relevant jurisdiction).

"Effective Date" means January 1, 2024.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Participant" means a Section 16 Officer, key management employee, or other salaried employee described in Article 3 of this Plan.

"Performance Period" means the period for which a Bonus may be earned. Unless otherwise specified by the Committee, the Performance Period shall be a calendar year, beginning on January 1 of any year.

"Plan" means the Lear Corporation Annual Incentive Plan, as may be amended or amended and restated from time to time.

“Retirement” means a Termination of Employment on or after (a) reaching the age established by the Company as the normal retirement age in any unexpired employment, severance or similar agreement between the Participant and the Company, or, in the absence of such an agreement, the normal retirement age under the tax-qualified defined benefit retirement plan or, if none, the tax-qualified defined contribution retirement plan, sponsored by the Company in which the Participant participates, or (b) attaining a combination of years of age and service with the Company and its Affiliates (including, to the extent applicable and credited by the Company, service with another company prior to it becoming an Affiliate) of at least 65, with a minimum age of 55 and at least five years of service with the Company and its Affiliates (only if an Affiliate at the time of service).

“SEC” means the U.S. Securities and Exchange Commission.

“Section 16 Officer” means any current or former “officer” of the Company within the meaning of 17 CFR § 240.16a-1(f) and defined, in part, as an issuer’s president, principal financial officer, principal accounting officer, any vice-president of the issuer in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the issuer.

“Section 409A” means Code Section 409A and the regulations promulgated thereunder by the Secretary of the Treasury.

“Termination of Employment” means (a) the termination of the Participant’s active employment relationship with the Company, unless otherwise expressly provided by the Committee, or (b) the occurrence of a transaction by which the Participant’s employing company ceases to be an Affiliate.

Article 3. Participation

A Section 16 Officer designated by the Committee or a key management employee or other salaried employee of the Company designated by the Company’s Chief Executive Officer or the Chief Executive Officer’s designee shall be a Participant in this Plan.

Article 4. Incentive Bonuses

4.1 Performance Goals. The Committee (with respect to Participants who are Section 16 Officers) and the Company’s Chief Executive Officer or the Chief Executive Officer’s designee (with respect to the Participants who are not Section 16 Officers) shall establish written performance goals for a Performance Period not later than 90 days after the beginning of the Performance Period (but not after more than 25% of the Performance Period has elapsed). The performance goals shall be stated as specific amounts of, specific changes in, or achievement of one or more of the performance measures described in Section 4.2. Performance goals may also include operational goals such as: productivity, safety, other strategic objectives and individual performance goals. The performance goals need not be the same for different Performance Periods and for any Performance Period may be stated: (a) as goals for Lear Corporation, for one or more of its Affiliates, divisions, businesses or organizational units, or for any combination of the foregoing; (b) on an absolute basis or relative to the performance of other companies or of a specified index or indices, or be based on any combination of the foregoing; and (c) separately for one or more Participants, collectively for the entire group of Participants, or in any combination of the two.

4.2 Performance Measures. The Committee or the Company’s Chief Executive Officer or the Chief Executive Officer’s designee, as applicable, may use performance measures to establish

performance goals under Section 4.1, including, but not limited to, certain financial metrics such as pretax earnings; operating earnings; earnings growth; net sales growth; net income (absolute or competitive growth rates comparative); net income attributable to common stock; cash flow, including operating cash flow, free cash flow, discounted cash flow, return on investment, and cash flow in excess of cost of capital; earnings per share of common stock; return on stockholders' equity (absolute or peer-group comparative); stock price (absolute or peer-group comparative); absolute and/or relative return on common stockholders' equity; absolute and/or relative return on capital (or invested capital); absolute and/or relative return on assets; economic value added (income in excess of cost of capital); expense reduction; and ratio of operating expenses to operating revenues. The performance measures may also include certain non-financial metrics including, but not limited to, those related to customer satisfaction, quality, ethics and compliance, sustainability, and product or process innovation. The Committee or the Company's Chief Executive Officer or the Chief Executive Officer's designee, as applicable, may specify any reasonable definition of the performance measures it uses, and the measures may be described in terms of Company-wide objectives, objectives that relate to the performance of an individual Participant, an Affiliate, or a division, region, department, function or segment within the Company or an Affiliate. Such definitions may provide for reasonable adjustments and may include or exclude items, including, but not limited to: investment gains and losses; extraordinary, unusual or non-recurring items; gains or losses on the sale of assets; effects of changes in accounting principles or the application thereof; asset impairment charges; effects of currency fluctuations; acquisitions, divestitures, or financing activities; recapitalizations, including stock splits and dividends; expenses for restructuring or productivity initiatives; discontinued operations; changes in applicable law or the application thereof; and other non-operating items. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or the manner in which the Company or an Affiliate conducts its business or other events or circumstances render performance goals to be unsuitable, the Committee may modify such performance goals in whole or in part, as the Committee deems appropriate. If a Participant is promoted, demoted or transferred to a different business unit or function during a Performance Period, the Committee may determine that the performance goals or Performance Period are no longer appropriate and may (i) adjust, change or eliminate the performance goals or the applicable Performance Period, as the Committee deems appropriate, to make such goals and period comparable to the initial goals and period or (ii) make a cash payment to the Participant in an amount determined by the Committee.

4.3 Performance Evaluation.

- (a) Within a reasonable time after the close of a Performance Period, the Committee shall determine whether the performance goals established for that Performance Period have been met with respect to Section 16 Officers. If the performance goals and any other material terms established by the Committee have been met by a Section 16 Officer, the Committee shall so certify such determination in writing with respect to such Section 16 Officer before the applicable Bonus is paid pursuant to Section 4.5.
- (b) Within a reasonable time after the close of a Performance Period, the Company's Chief Executive Officer or the Chief Executive Officer's designee shall determine whether the performance goals established for the Performance Period have been met, or are reasonably likely to be met, with respect to Participants who are not Section 16 Officers. If the performance goals and any other material terms established by the Chief Executive Officer or the Chief Executive Officer's designee have been met or are reasonably likely to be met by a Participant who is not a Section 16 Officer, the Company's Chief Executive Officer or the Chief Executive Officer's designee shall so certify such determination in writing with respect to such Participant before the applicable Bonus is paid pursuant to Section 4.5.

4.4 Bonus. If the Committee or the Company's Chief Executive Officer or the Chief Executive Officer's designee, as applicable, has made the written certification under Section 4.3 for a Performance Period, each Participant to whom the certification applies shall be eligible for a Bonus for the Performance Period, subject to the discretion provided herein to increase or decrease the amount of, or eliminate entirely, the Bonus. The amount of the Bonus paid to each Section 16 Officer shall be determined by the Committee and the amount of the Bonus paid to every other Participant shall be determined by the Company's Chief Executive Officer or the Chief Executive Officer's designee. For any Performance Period, however, (i) the Company's Chief Executive Officer or the Chief Executive Officer's designee shall retain the discretion to increase or decrease the amount of, or eliminate entirely, the Bonus to one or more Participants who are not Section 16 Officers based on the Chief Executive Officer's review of the performance goals for each Participant pursuant to Section 4.3 and the individual performance of such Participant, and (ii) the Committee may increase or decrease the amount of, or eliminate entirely, the Bonus to any Participant who is a Section 16 Officer based on its review of the performance goals for each Participant pursuant to Section 4.3 and the individual performance of such Participant. Notwithstanding the foregoing, (A) to the extent that (1) the performance goals for any Performance Period established by the Company's Chief Executive Officer or the Chief Executive Officer's designee under Section 4.1 with respect to Participants who are not Section 16 Officers vary from those goals set by the Committee for the Section 16 Officers for the same Performance Period, or (2) the performance goals for any Performance Period established by the Company's Chief Executive Officer or the Chief Executive Officer's designee under Section 4.1 with respect to Participants who are not Section 16 Officers are the same as those goals set by the Committee for the Section 16 Officers for the same Performance Period, and the discretion under clause (i) of the previous sentence is exercised to increase the Bonus payable to any one or more Participants who are not Section 16 Officers, then (B) the aggregate Bonuses payable to all Participants (including Section 16 Officers) with respect to such Performance Period shall not exceed the aggregate amount that would have been payable as Bonuses to all Participants had the performance goals set for such Performance Period by the Committee for the Section 16 Officers been applicable to all Participants (including Participants who are not Section 16 Officers). In no event shall a Bonus be paid to any Participant under the Plan which exceeds \$6,000,000 for any Performance Period.

4.5 Payment or Deferral of the Bonus.

- (a) Subject to Section 4.5(b), the Company shall pay the Bonus to the Participant after the Committee's or the Company's Chief Executive Officer's or the Chief Executive Officer's designee's determination under Section 4.4 but no later than two and one-half months following the end of the Performance Period. The Company shall have the right to deduct from any Bonus, any applicable income and employment taxes, and any other amounts that the Company is otherwise required or permitted to deduct.
- (b) Subject to Section 7.12 (regarding Section 409A) and subject to the Committee's approval and applicable law, Participants who are eligible to participate in a nonqualified deferred compensation arrangement may request that payments of a Bonus be deferred under a nonqualified deferred compensation plan maintained by the Company by making a deferral election prior to or, as permitted, during the Performance Period pursuant to such rules and procedures as the Committee may establish from time to time with respect to such arrangement.

4.6 Eligibility for Payments.

- (a) Except as otherwise provided in this Section 4.6, a Participant shall be eligible to receive a Bonus for a Performance Period only if such Participant is employed by the Company continuously from the beginning of the Performance Period through the last day of the Performance Period, unless otherwise required by applicable law, and is in good standing with the Company (as determined by the Committee or the Company's Chief Executive Officer or the Chief Executive Officer's designee, as applicable) as of the date of payment.
- (b) Under Section 4.6(a), leaves of absence that cumulatively last less than ninety-three (93) days in a calendar year and that are approved in accordance with applicable Company policies (including, but not limited to, Company policies regarding vacation, short-term leave and disability) are not a break in continuous employment. In the case of leaves of absence that cumulatively last ninety-three (93) days or longer, the Company's Chief Executive Officer or the Chief Executive Officer's designee (or in the case of a Section 16 Officer, the Committee) shall determine whether the leaves of absence constitute a break in continuous employment.
- (c) The Company's Chief Executive Officer or the Chief Executive Officer's designee (or in the case of a Section 16 Officer, the Committee) may determine, in its sole discretion, that (1) a Bonus will be payable pro-rata for a Participant who either becomes eligible to participate during the Performance Period or terminates the Participant's employment with the Company during the Performance Period due to the Participant's death, Retirement or Disability, and (2) a Bonus will be adjusted to reflect a Participant's increase or decrease in annualized salary during the Performance Period.

4.7 Change in Control. Upon the effective date of any Change in Control of the Company, all potential Bonuses payable hereunder attributable to a Performance Period in which the Change in Control occurs will vest and be paid on a pro-rata basis based on the target level of such potential Bonus. Such payment will be made as soon as practicable (and no more than two and one-half months) following the Change in Control. A "Change in Control" will have the same meaning given to such term in the Company's 2019 Long-Term Stock Incentive Plan, as amended, or any successor plan thereto.

Article 5. Administration

5.1 General Administration. This Plan shall be administered by the Committee, subject to such requirements for review and approval by the Board as the Board may establish. Subject to the terms and conditions of this Plan, the Committee is authorized and empowered in its sole discretion to select or approve Participants and to award potential Bonuses in such amounts and upon such terms and conditions as it shall determine.

The Committee may delegate to the Company's Chief Executive Officer or the Chief Executive Officer's designee any of the Committee's duties and authority under the Plan with respect to Bonuses that may be payable to Participants who are not Section 16 Officers, including, but not limited to, such duties and authority as are set forth in Articles 3 and 4.

5.2 Administrative Rules. The Committee shall have full power and authority to adopt, amend and rescind administrative guidelines, rules and regulations pertaining to this Plan and to interpret this Plan and rule on any questions respecting any of its provisions, terms and conditions.

5.3 Committee Members Not Eligible. No member of the Committee shall be eligible to participate in this Plan.

5.4 Committee Members Not Liable. The Committee and each of its members shall be entitled to rely upon certificates of appropriate officers of the Company with respect to financial and statistical data in order to determine if the performance goals for a Performance Period have been met. Neither the Committee nor any member shall be liable for any action or determination made in good faith with respect to this Plan or any Bonus made hereunder.

5.6 Decisions Binding. All decisions, actions and interpretations of the Committee concerning this Plan shall be final and binding on the Company and its Affiliates and their respective boards of directors, and on all Participants and other persons claiming rights under this Plan.

Article 6. Amendments; Termination

The Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan or any Bonus granted hereunder with or without prior notice to any Participant. All amendments to this Plan, including an amendment to terminate this Plan, shall be in writing. An amendment to this Plan shall not be effective without the prior approval of the stockholders of Lear Corporation if such approval is necessary to comply with Department of the Treasury or SEC regulations, the rules of the New York Stock Exchange or any other applicable exchange or any other applicable law or regulations. Unless otherwise expressly provided by the Board or the Committee, no amendment to this Plan shall apply to potential Bonuses with respect to a Performance Period that began before the effective date of such amendment.

Article 7. Other Provisions

7.1 Duration of the Plan. This Plan is effective as of the Effective Date. This Plan shall remain in effect until all Bonuses made under this Plan have been paid or forfeited under the terms of this Plan, and all Performance Periods related to Bonuses made under this Plan have expired.

7.2 Bonuses Not Assignable. No Bonus or any right thereto shall be assignable or transferable by a Participant except by will or by the laws of descent and distribution. Any other attempted assignment or alienation shall be void and of no force or effect.

7.3 Participant's Rights. The right of any Participant to receive any payments under a Bonus granted to such Participant and approved by the Committee pursuant to the provisions of this Plan shall be an unsecured claim against the general assets of the Company. This Plan shall not create, nor be construed in any manner as having created, any right by a Participant to any Bonus for a Performance Period because of a Participant's participation in this Plan for any prior Performance Period, or because the Committee or the Company's Chief Executive Officer or the Chief Executive Officer's designee has made a written certification under Section 4.3 for the Performance Period. The application of the Plan to one Participant shall not create, nor be construed in any manner as having created, any right by another

Participant to similar or uniform treatment under the Plan. Solely with respect to a Participant who is party to an unexpired employment or severance agreement with the Company, the provisions of this Plan are in all respects subject to the terms and conditions of such agreement as if they were set forth fully herein provided, however, that Bonuses will, in all cases, remain subject to recovery or recoupment in accordance with Section 7.13 of the Plan.

7.4 Termination of Employment. The Company retains the right to terminate the employment of any Participant or other employee at any time for any reason or no reason, and a Bonus is not, and shall not be construed in any manner to be, a waiver of such right.

7.5 Other Benefits. Bonuses under this Plan shall constitute compensation for the purpose of determining participation or benefits under other plans of the Company, only to the extent provided for under the terms of the governing documents of such other plans.

7.6 Successors. Any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of Lear Corporation's business or assets, shall assume Lear Corporation's liabilities under this Plan and perform any duties and responsibilities in the same manner and to the same extent that Lear Corporation would be required to perform if no such succession had taken place.

7.7 Law Governing Construction. The construction and administration of this Plan and all questions pertaining thereto shall be governed by the laws of the State of Michigan without giving effect to principles of conflicts of law, except to the extent that such law is preempted by Federal law.

7.8 Payments to Foreign Nationals and Employees Outside the United States. To the extent the Committee deems it necessary, appropriate or desirable to comply with foreign law or practice and to further the purposes of this Plan, the Committee may, without amending the Plan, (i) establish a sub-plan hereunder and/or rules applicable to Bonuses paid to Participants who are foreign nationals, are employed outside the United States, or both, including rules that differ from those set forth in this Plan, and (ii) pay Bonuses to such Participants in accordance with those rules.

7.9 Headings Not a Part Hereto. Any headings preceding the text of the several Articles, Sections, subsections, or paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Plan, nor shall they affect its meaning, construction or effect.

7.10 Severability of Provisions. If any provision of this Plan is determined to be void by any court of competent jurisdiction, this Plan shall continue to operate and, for the purposes of the jurisdiction of the court only, shall be deemed not to include the provision determined to be void.

7.11 Offsets. To the extent permitted by law, the Company shall have the right to offset from any Bonus payable hereunder any amount that the Participant owes to the Company without the consent of the Participant (or the Participant's beneficiary, in the event of the Participant's death).

7.12 Section 409A. This Plan is intended to comply with Section 409A and the interpretative guidance thereunder, including the exemption for short-term deferrals, and shall be administered accordingly. The Plan shall be construed and interpreted with such intent. The Company makes no representations that the Plan, the administration of the Plan, or the amounts hereunder comply with, or are exempt from, Section 409A. If an operational failure occurs with respect to Section 409A, any affected Participant shall fully cooperate with the Company to correct the failure, to the extent possible, in accordance with any correction procedure established by the Secretary of the Treasury.

7.13 Incentive Compensation Recoupment Policies. Notwithstanding any provision in the Plan to the contrary, all Bonuses are subject to (i) the Lear Corporation Incentive Based Compensation Recoupment Policy (applicable to Section 16 Officers) and (ii) the Lear Corporation Improper Conduct Compensation Recoupment Policy, established by the Company, as amended from time to time, and any other compensation recovery and/or recoupment policies adopted by the Company to comply with applicable law or any listing exchange requirement, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or to comport with any corporate governance practices, as such policies may be amended from time to time.

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LEAR CORPORATION EXECUTIVE RETIREE HEALTH REIMBURSEMENT ACCOUNT PLAN
AND
SUMMARY PLAN DESCRIPTION
Effective January 1, 2023

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**LEAR CORPORATION EXECUTIVE RETIREE HEALTH REIMBURSEMENT ACCOUNT PLAN
AND
SUMMARY PLAN DESCRIPTION**

Effective January 1, 2023

INTRODUCTION

Purpose of the Plan. The purpose of the Lear Corporation Executive Retiree Health Reimbursement Account Plan (the “Plan” or “Retiree HRA”) is to provide a limited class of Eligible Retirees of Lear Corporation (“Lear” or the “Plan Sponsor”) a means to obtain reimbursement of eligible health care expenses incurred by such Eligible Retirees. This Plan document, including the information provided in Appendix A (attached hereto), is also the summary plan description for the Plan, providing a non-technical summary of the Plan’s main features and other information relating to the administration of the Plan. This Plan is intended to be a Constituent Program (as defined therein) under the Lear Corporation Retiree Welfare Benefit Plan.

Plan Status. The Plan Sponsor intends that the Plan qualify as a “health reimbursement arrangement,” as that term is defined under IRS Notice 2002-45 (and subsequent guidance) and a medical reimbursement plan under Code Sections 105 and 106, and a Plan that covers former employees consistent with Section 9831(a)(2) of the Code and Section 732(a) of ERISA and will be interpreted at all times in a manner consistent with such intent.

**Article 1
DEFINITION OF TERMS**

1.1 Definitions. Whenever used in this Plan, the following terms shall have the meanings set forth below.

“Affiliate” means any entity which, with the Plan Sponsor, is a member of a controlled group of corporations, a group of trades or businesses under common control, an affiliated service group, or a group of corporations otherwise required to be aggregated, as provided in Code Sections 414(b), (c), (m), and (o), respectively.

“Benefit Credit” means the amount deemed credited to a Participant’s HRA Account for the provision of benefits under the Plan as provided in Section 4.2.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time.

“Claims Administrator” means the entity that the Plan Sponsor or Plan Administrator has engaged for the purpose of processing claims under the Plan or otherwise administering benefits under the Plan.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Company” means the Plan Sponsor and its Affiliates who have adopted the Plan pursuant to Section 7.2.

“Eligible Retiree” means a former executive of the Company who meets the conditions in Section 2.2 of the Plan. In no event, however, shall “Eligible Retiree” include (i) any individuals currently and actively employed by the Company, (ii) any individual who was not classified by the Company as an employee (at the time of retirement) of the Company for this purpose, regardless of whether a court or governmental agency determines the individual to be or to have been a former common law employee of the Company, (iii) any executive whose employment was involuntarily terminated for cause or who otherwise violates the terms of any confidentiality or restrictive covenant agreements with the Company or any of its affiliates, or (iv) any individual who is a nonresident alien.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Health Care Expense” means an expense incurred by a Participant for medical, dental, or vision care as defined in Code Section 213(d) and the rules, regulations and Internal Revenue Service interpretations thereunder, including premiums for health care insurance coverage and premiums for long-term care insurance coverage. Health Care Expenses shall not include any amount claimed as a deduction on the federal income tax return of the Participant. Health Care Expenses are incurred when the medical care is provided, not when the Participant is formally billed, charged for, or pays the expenses. Notwithstanding the foregoing, an expense that is incurred for medical, dental, or vision care performed outside of the U.S. shall not be considered a Health Care Expense for purposes of the Plan.

“HRA Account” means the hypothetical account established for a Participant to hold his or her Benefit Credits.

“Participant” means any Eligible Retiree who has satisfied the eligibility and participation requirements of Articles II and III hereof and has not, for any reason, become ineligible to participate in the Plan.

“Plan Administrator” means Lear Corporation and its authorized delegates.

“Plan Year” means the twelve (12)-month period commencing on each January 1.

“Years of Service” means a completed 12-month period beginning on an executive’s employment commencement date (or any reemployment commencement date) and the severance date that next follows such employment commencement date or reemployment commencement date, as determined by the Plan Administrator.

1.2 Gender and Number. When used in this Plan, the masculine shall include the feminine, the singular shall include the plural, and vice versa.

**ARTICLE II
ELIGIBILITY FOR BENEFITS**

2.1 Participation. Eligible Retirees may participate in the Plan. Such Eligible Retirees shall commence participation in the Plan in accordance with Section 3.1.

2.2 Eligible Retiree. An Eligible Retiree is a former executive of the Company who meets all of the following conditions:

- (a) Retired from the Company on or after January 1, 2023;
- (b) At the time of retirement from the Company, the former executive was classified as U.S. salary band E2 or above; and
- (c) At the time of retirement from the Company, the former executive attained a combination of years of age and service with the Company and its Affiliates of at least 65, with a minimum age of 55 and at least five years of service with the Company and its Affiliates as determined under the Lear Corporation 2019 Long-Term Stock Incentive Plan or any successor plan.

**ARTICLE III
PARTICIPATION**

3.1 Commencement of Participation. An Eligible Retiree may become a Participant in this Plan when the last of all of the following events has occurred:

- (a) The Eligible Retiree retired; and
- (b) To the extent applicable, the Eligible Retiree completed all and any enrollment paperwork (written, electronic, or otherwise) or any enrollment procedures as specified by the Plan Administrator or its delegatee from time to time.

3.2 Cessation of Participation. An Eligible Retiree shall cease to be a Participant on the earliest of:

- (a) the date he or she ceases to be an Eligible Retiree for any reason, including death; or the date he or she is rehired as an active employee of the Company or any Affiliate;
- (b) the date that the Eligible Retiree fails (after reasonable notice) to provide the Plan Administrator with any information that it reasonably requires including, but not limited to, evidence of the continued satisfaction of the criteria listed in Section 3.1, to the extent applicable;

- (c) the effective date of any Plan amendment that renders the Eligible Retiree ineligible to participate;
- (d) the termination of the Plan; or
- (e) the date the Eligible Retiree breaches any confidentiality or restrictive covenant agreement contained in any written agreement between the Eligible Retiree and the Company or any of its affiliates.

Reimbursement from the Participant's HRA Account after termination of participation shall be governed by Section 5.3.

ARTICLE IV FUNDING AND CREDITING

4.1 Funding. The benefits provided herein shall be provided by the Company out of its general assets, and no assets shall be segregated or earmarked for the purpose of providing benefits hereunder, nor shall any person have any right, title or claim to such assets prior to their payment hereunder. As such, each HRA Account established pursuant to the Plan shall be a hypothetical account which merely reflects a bookkeeping concept and does not represent assets that are actually set aside for the exclusive purpose of providing benefits to the Participant under the terms of the Plan or that are protected from the reach of the Company's creditors.

4.2 Benefit Credits. The Company shall credit the HRA Accounts of Participants with the Benefit Credits provided in this Article IV. Benefit Credits for which an Eligible Retiree is eligible in accordance with this Article IV, will be credited to the HRA Account on January 1 of each Plan Year. An Eligible Retiree who first becomes a Participant during the first six months of the Plan Year shall be eligible to receive a partial Benefit Credit on July 1 of such initial Plan Year. An Eligible Retiree who first becomes a Participant during the second six months of the Plan Year shall be eligible to receive a full Benefit Credit on January 1 of the subsequent Plan Year.

4.3 Amount of Benefit Credit. Each Participant's HRA Account will be credited with a \$10,000 dollar Benefit Credit on January 1 of each Plan Year. An Eligible Retiree who first becomes a Participant during the first six months of the Plan Year shall be credited with a \$5,000 dollar partial Benefit Credit on July 1 of such initial Plan Year. An Eligible Retiree who first becomes a Participant during the second six months of the Plan Year shall be eligible to receive a full \$10,000 dollar Benefit Credit on January 1 of the subsequent Plan Year. No Carryover of Accounts. Benefit Credits remaining in an HRA Account at the end of a Plan Year shall be forfeited and no amounts shall be carried over to the following Plan Year.

ARTICLE V BENEFITS

5.1 Provision of Benefits. The Plan will reimburse Participants for Health Care Expenses incurred in one Plan Year, up to the unused amount in the Participant's HRA Account for such Plan Year. A Participant shall be entitled to reimbursement under this Plan only for

Health Care Expenses incurred after he or she becomes a Participant in the Plan and before his or her participation has ceased. In no event shall any benefits under this Plan be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Health Care Expenses.

5.2 Amount of Reimbursement. At all times during a Plan Year, a Participant shall be entitled to benefits under this Plan for payment of Health Care Expenses in an amount that does not exceed the balance of his or her HRA Account for such Plan Year. Each reimbursement hereunder shall be a debit to such HRA Account available to pay Health Care Expenses under the Plan.

5.3 Expense Reimbursement Procedure. Reimbursement for Health Care Expenses shall be made in accordance with this Section 5.3.

- (a) *Reimbursement Timing:* A Participant desiring to receive reimbursement for Health Care Expenses under this Plan shall submit an application (written, electronic, or otherwise) to the Claims Administrator. Reimbursement requests for Health Care Expenses incurred in one Plan Year must be submitted no later than March 15 following the end of such Plan Year. Notwithstanding the preceding, upon loss of eligibility, as provided in Section 3.2, coverage under the Plan ceases, the Participant shall receive no further Benefit Credits under the Plan, and any Health Care Expenses incurred after such date will not be reimbursed hereunder, even if Benefit Credits remain in the Participant's HRA Account. The Participant may submit claims for reimbursement for Health Care Expenses incurred prior to his or her loss of eligibility until the funds in the HRA Account are exhausted.
- (b) *Claims Substantiation:* The Plan Administrator has delegated claims administration to the Claims Administrator. The Claims Administrator may require the Participant to furnish a bill, receipt, cancelled check, or other written evidence, explanation of benefits, certification of payment or of obligation to pay Health Care Expenses. The Claims Administrator will reimburse the Participant from general assets of the Company for expenses that it determines are Health Care Expenses, up to the balance in the Participant's HRA Account, at such intervals as the Plan Administrator may deem appropriate (but not less frequently than quarterly). The Plan Administrator reserves the right to verify to its satisfaction all claimed Health Care Expenses prior to reimbursement. Unless Claims Administrator documents indicate otherwise, each request for reimbursement shall include the following information:
 - (1) the amount of the Health Care Expense for which reimbursement is requested;
 - (2) the date the Health Care Expense was incurred;
 - (3) a brief description and the purpose of the Health Care Expense;

- (4) the name of the person, organization or other provider to whom the Health Care Expense was paid;
- (5) a statement that the Participant has not been and will not be reimbursed for the Health Care Expense by insurance or otherwise, and has not been allowed a deduction in a prior year (and will not claim a tax deduction) for such Health Care Expense under Code Section 213; and
- (6) a written bill from an independent third party stating that the Health Care Expense has been incurred and the amount of such expense and, at the discretion of the Plan Administrator or Claims Administrator, a receipt showing payment has been made.

Claims will be paid in the order in which they are filed with the Claims Administrator and will be charged to the HRA Account of the Participant who submits the claim. The Plan Administrator may establish such other rules as it deems desirable regarding the frequency of reimbursement of expenses, the minimum dollar amount that may be requested for reimbursement, per request or aggregated over a period of time and the maximum amount available for reimbursement during any single month.

- (c) *Claims Timing and Denials*: The Claims Administrator and/or Plan Administrator shall review a claim and appeals in the manner described in Appendix A.
- (d) *Legal Action*. A claimant may not take legal action against the Plan unless the claimant has exhausted the claims and appeals procedures described in the Plan. Prior to commencing legal action, the claimant must notify the Plan Administrator of the claimant's intention to file a civil suit within 90 days of the date the claimant is notified that the claim on review has been denied. Any civil suit must be brought within one year of the date the claimant is notified that the claim on review has been denied.

5.4 Death. In the event the Eligible Retiree dies his or her HRA Account shall be immediately forfeited upon his or her death; provided, however, that his or her estate or representatives may submit claims for Health Care Expenses incurred by the Eligible Retiree prior to the Eligible Retiree's death, as long as such claims are submitted no later than one-hundred eighty (180) days after the Eligible Retiree's death.

5.5 Nondiscrimination. The Plan Administrator may limit, reallocate or deny any benefit to any Participant who was a highly compensated individual (as defined in Code Section 105(h)) to the extent necessary to avoid discrimination under Code Section 105(h).

ARTICLE VI ADMINISTRATION

6.1 Plan Administrator. The Plan Administrator shall be responsible for the performance of all reporting and disclosure obligations under ERISA, and all other obligations required to be performed by the plan administrator under ERISA or the Code, except such obligations and responsibilities as may be delegated under the Plan to such person or entity as the Plan Administrator designates. The Plan Administrator shall be the designated agent for service of legal process with respect to the Plan.

6.2 Duties of the Plan Administrator.

- (a) The Plan Administrator shall have the sole discretion and authority to control and manage the operation and administration of the Plan.
- (b) The Plan Administrator shall have complete discretion to interpret the provisions of the Plan, make findings of fact, correct errors, supply omissions, and determine the benefits payable under this Plan. All decisions and interpretations of the Plan Administrator made in good faith pursuant to the Plan shall be final, conclusive and binding on all persons, subject only to the claims procedure described in Appendix A, which is hereby incorporated into the Plan by reference.
- (c) The Plan Administrator shall have all other powers necessary or desirable to administer the Plan, including all powers delegated to the Plan Administrator by the Company.

6.3 Allocation and Delegation of Duties. The Plan Administrator shall have the authority to allocate, from time to time, by instrument in writing filed in its records, all or any part of its responsibilities under the Plan to one or more of its employees, officers or members or service providers as may be deemed advisable (and may authorize such person to delegate such responsibilities to such other person or persons as the Plan Administrator shall authorize), and in the same manner to revoke such allocation of responsibilities.

ARTICLE VII GENERAL PROVISIONS

7.1 Amendment and Termination. Although the Plan Sponsor intends to maintain the Plan for an indefinite period, the Plan Sponsor (or its delegate) reserves the right to amend, modify, or terminate this Plan at any time, and without prior notice, including but not limited to the right to modify persons eligible for participation, benefits paid by the Plan, and the amount of Benefit Credits to be credited or owed, and, to the full extent allowed by applicable law, including, but not limited to, the right to reduce or eliminate any existing HRA Accounts or obligation owed.

7.2 Adoption by Affiliates. Any Affiliate, with the consent of the Plan Sponsor and under such terms and conditions as the Plan Sponsor may prescribe, may become a Company

hereunder. By its adoption of the Plan and participation therein, each Company agrees to be bound by the terms of the Plan, as amended from time to time.

7.3 Company Liability. Benefits under the Plan shall be paid by the Company out of the Company's general assets. Specifically, and notwithstanding anything herein to the contrary, the Company who employed an Eligible Retiree as of the date of his or her qualifying retirement shall be solely responsible for the payment of benefits to such Eligible Retiree. A Company shall have no liability with respect to the payment of any benefits hereunder to any individual last employed by any other Company prior to eligibility under the Plan, or his or her s, family members, or domestic partners. If any benefit from the Plan paid to or on behalf of a Participant should not have been paid or should have been paid in a lesser amount, and the Participant or other recipient fails to repay the amount promptly, then the overpayment may be recovered by the Plan Administrator to the extent permitted by law from any monies then payable, or which may become payable, in the form of salary, wages, or benefits payable under any Company-sponsored benefit programs.

7.4 Alienation of Benefits. No further Benefit Credits shall be made to the HRA Account on behalf of a deceased Participant. None of the benefits, rights or privileges under the Plan may be voluntarily or involuntarily assigned or alienated, and any attempt to do so shall be void and unenforceable.

7.5 Facility of Payment. If the Plan Administrator deems any person incapable of receiving benefits to which he or she is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Plan Administrator to disburse it, whose receipt shall be complete acquittance therefor. Such payments shall, to the extent thereof, discharge all liability of the Plan Administrator, Plan Sponsor and the Company.

7.6 Lost Distributees. Any benefit payable hereunder shall be deemed forfeited if, after reasonable efforts, the Plan Administrator is unable to locate the Participant to whom payment is due.

7.7 Status of Benefits. Neither the Company nor the Plan Administrator makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator or Company if the Participant has any reason to believe that such payment is not so excludable. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax that may be imposed with respect to those benefits, plus any interest as may be imposed.

7.8 Applicable Law. The Plan shall be construed and enforced according to the laws of the state of Michigan, to the extent not preempted by any Federal law.

7.9 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

EXECUTION PAGE

In Witness Whereof, Lear Corporation has caused the Lear Corporation Executive Retiree Health Reimbursement Account Plan, to be executed by the undersigned duly authorized signator this ____ day of March 2023.

Lear Corporation

By:

Laura Patterson
Vice President, Total Rewards

Appendix A
Additional Information for Summary Plan Description

This Appendix A and the Plan’s plan document constitute the summary plan description of the Plan. References in this Appendix A to “you” or “your” are references to the Participant. Any term capitalized but not defined in this Appendix A will have the meaning set forth in the Plan. To the extent that any of the information contained in this Appendix A or any information you receive orally is inconsistent with the official plan document, the provisions set forth in the plan document will govern in all cases.

General Plan Information

Employer/Plan Sponsor:	Lear Corporation 21557 Telegraph Road Southfield, MI 48033 248-447-1500
Plan Administrator:	Lear Corporation, or its delegate 21557 Telegraph Road Southfield, MI 48033 248-447-1500
Plan Name:	Lear Corporation Executive Retiree Health Reimbursement Account Plan (or “Retiree HRA”) a Constituent Program of the Lear Corporation Retiree Welfare Benefit Plan.
Type of Plan:	The Plan is an “employee welfare benefit plan” and, in relevant parts, a “group health plan” for purposes of ERISA.
Eligibility:	See Article II for the Retiree HRA’s eligibility requirements.
Source of Funds:	To the extent that a Participant acquires a right to receive benefits under the Plan and such benefit is funded from the Employer’s general assets, such right shall be no greater than the right of an unsecured general creditor of the Employer.
Source of Plan Contributions and Cost of Coverage:	Premiums for coverage under the Plan and the Constituent Programs may be paid partly or wholly by the Employer out of its general assets.
Plan Number:	547
Plan Sponsor’s Employer Identification Number:	13-3386776
Agent for Service of Legal Process:	The Plan Administrator

Last Day of the Plan Year:	December 31
Type of Administration:	The Plan Administrator may allocate or delegate its responsibilities for the administration of the Plan to others and employ others to carry out or give advice with respect to its responsibilities under the Plan. The Plan Administrator has sole and absolute discretion to decide all questions or controversies and to interpret and apply all terms of the plan. The decision of the Plan Administrator will be binding upon all persons dealing with the plan or claiming a benefit under the plan.

Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act (“ERISA”). ERISA provides that all Plan Participants shall be entitled to:

- Receive information about the Plan and benefits offered under the Plan.
- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work-sites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report (if any). The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Continue Group Health Plan Coverage. You may continue health care coverage for yourself if there is a loss of coverage under the Plan as a result of a qualifying event. You will have to pay for such coverage.

Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including the Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. However, no legal action may be commenced or maintained against the Plan prior to your exhaustion of the Plan's claims procedures described in this Plan document and SPD.

Assistance With Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Continuing Coverage Under COBRA

Under COBRA, you must receive the opportunity to extend your group health coverage at group rates in certain circumstances when coverage under the Constituent Programs would otherwise end.

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Lear, and that bankruptcy results in a loss of your coverage under the Plan, you may become a qualified beneficiary.

Claims and Appeal Procedures

Filing a Claim

Claims must be submitted to the appropriate claims administrator within the time frames set forth elsewhere in this Summary Plan Description. Claims for benefits under the plan must be made on a form provided for that purpose by the Plan Administrator or claims administrator.

You may authorize a representative to act on your behalf in pursuing a benefit claim or an appeal of an adverse benefit determination. However, the Plan may establish reasonable procedures for determining whether an individual has been authorized to act on your behalf.

The term “adverse benefit determination,” as it is used in these claims procedures, means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant’s or beneficiary’s eligibility to participate in the plan, and including a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not medically necessary or appropriate.

Post-Service Claims

The claims administrator will notify you in writing of any adverse benefit determination within 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that such an extension is necessary due to matters beyond the control of the Plan and you are notified, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which a decision is expected. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and you will be afforded at least 45 days from receipt of the notice within which to provide the specified information.

Notification of Adverse Benefit Determination

Under federal law, you are entitled to notification of the Plan’s determination regarding a claim for benefits. Please note that benefit determinations are based only on whether benefits are available under the Plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your physician.

If the Plan denies your claim, in whole or in part, it will provide you with written notification of the adverse benefit determination. The notification will contain the following information:

- The specific reason or reasons for the adverse determination;
- Reference to the specific plan provisions on which the determination is based;

- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.
- If an internal rule, guideline, protocol, or other similar criterion is relied upon in making the adverse determination, you will be given either the specific rule, guideline, protocol or criterion, or a statement that such a rule, guideline, protocol, or criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol, or criterion will be provided free of charge to you upon request; and
- If an adverse benefit determination is based on medical necessity or an experimental treatment or other similar exclusion or limit, you will be given either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Calculation of Time Periods

For purposes of benefit determinations, the period of time within which a benefit determination is required to be made will begin at the time a claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make the benefit determination accompanies the filing. In the event that a period of time is extended due to your failure to submit information necessary to decide a claim, the period for making the benefit determination will be suspended from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Appealing an Adverse Benefit Determination

In General. You may bring a civil action under Section 502(a) of ERISA only after exhausting your administrative remedies under the Plan, as described in this section "Appealing an Adverse Benefit Determination." If you feel that your claim has been denied erroneously, you can appeal the denial and have your claim reviewed by submitting a written request to the claims administrator. You have 180 days to appeal from the date you are notified of the denial. If you fail to request an appeal within any of the required time-frames, it shall be conclusively determined for all purposes that the denial of the claim is correct. You may submit written comments, documents, records, and other information relating to the claim for benefits, and these comments, documents, records, and other information will be taken into account without regard as to whether they were submitted or considered in the initial benefit determination.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information is relevant to a claim for benefits if the document, record, or information:

- Was relied upon in making the benefit determination;

- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether the document, record, or information was relied upon in making the adverse benefit determination;
- Demonstrates compliance with the administrative processes and safeguards that ensure and verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently; or
- Constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for your diagnosis, without regard to whether such advice or statement was relied upon in making the adverse benefit determination.

The review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. The Plan Administrator shall have final authority to review any decision made by the claims administrator.

In deciding an appeal of any adverse benefit determination that is based on medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, medically necessary, or appropriate, the fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The Plan will identify any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the adverse benefit determination. Any health care professional that is engaged for purposes of a consultation for deciding an appeal of an adverse benefit determination that involves medical judgment will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination, nor the subordinate of such individual.

Appeal of Post-Service Claim Denials. To begin the appeal procedure for claim denials of post-service claims, you must write or call the claims administrator and request a review of your claim. In the case of a post-service claim, you will be notified of the Plan's benefit determination on review within a reasonable period of time. Such notification shall be provided not later than 60 days after the Plan's receipt of your request for review of an adverse benefit determination.

Notification of Benefit Determination on Review. The claims administrator will provide you with written notification of the Plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth:

- The specific reason or reasons for the adverse determination;
- Reference to the specific plan provisions on which the determination is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your

claim for benefits (see the section above entitled “Appealing an Adverse Benefit Determination” for an explanation of which documents, records, and information are considered relevant to your claim);

- a description of any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures;
- A statement of your right to bring an action under Section 502(a) of ERISA; and
- The following statement: “You and your plan may have other voluntary dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency.”
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, you will be provided with either the specific rule, guideline, protocol, or criterion, or a statement that such rule, guideline, protocol, or criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or criterion will be provided to you free of charge upon request;
- If the adverse benefit determination is based on medical necessity or an experimental treatment or similar exclusion or limit, you will be provided with either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Legal Action. A claimant may not take legal action against the Plan unless the claimant has exhausted the claims and appeals procedures described in the Plan. Prior to commencing legal action, the claimant must notify the Plan Administrator of the claimant’s intention to file a civil suit within 90 days of the date the claimant is notified that the claim on review has been denied. Any civil suit must be brought within one year of the date the claimant is notified that the claim on review has been denied.

List of Subsidiaries of the Company ⁽¹⁾

AccuMED Corp. (Delaware)	Lear Corporation GmbH (Germany)
AccuMED Holdings Corp. (Delaware)	Lear Corporation Gothenburg AB (Sweden)
Autotech Fund II, L.P. (Delaware) (3.33%)	Lear Corporation Holding Spain S.L. (Spain)
Bauerhin-Elektro-Warme GmbH (Germany)	Lear Corporation Hungary Automotive Manufacturing Kft. (Hungary)
Beijing BAI Lear Automotive Systems Co., Ltd. (China) (50%)	Lear Corporation Ingenierie, S.A.S. (France)
Beijing BHAP Lear Automotive Systems Co., Ltd. (China) (50%)	Lear Corporation Italia S.r.l. (Italy)
Beijing Lear Hyundai Transys Co., Ltd. (China) (50%)	Lear Corporation Japan K.K. (Japan)
Cellink Corporation (Delaware) (3.18%)	Lear Corporation Jarmy, S.A.S. (France)
Changchun Lear FAWSN Automotive Electrical Co., Ltd. (China) (69%)	Lear Corporation Loire, S.A.S. (France)
Changchun Lear FAWSN Automotive Seat Systems Co., Ltd. (China) (49%)	Lear Corporation Macedonia DOOEL Tetovo (Macedonia)
Chihuahua Electrical Wiring Systems S. de R.L. de C.V. (Mexico) (49%)	Lear Corporation Martorell, S.L. (Spain)
Consorcio Industrial Mexicano de Autopartes S. de R.L. de C.V. (Mexico)	Lear Corporation Meknes S.a.r.l., AU (Morocco)
Durango Automotive Wiring Systems, S. de R.L. de C.V. (Mexico) (49%)	Lear Corporation Mexico S. de R.L. de C.V. (Mexico)
Eagle Ottawa (Thailand) Co., Ltd. (Thailand)	Lear Corporation Pension Scheme Trustees Limited (United Kingdom)
Eagle Ottawa China Ltd. (China)	Lear Corporation Poland II Sp. z.o.o. (Poland)
Eagle Ottawa Fonseca S.A. (Argentina) (70%)	Lear Corporation Pontevedra, S.L. (Spain)
Eagle Ottawa Foreign Holdings ApS (Denmark)	Lear Corporation Romania S.r.L. (Romania)
Eagle Ottawa Hungary Kft. (Hungary)	Lear Corporation S.r.L. (Moldova)
Eagle Ottawa North America, LLC (Delaware)	Lear Corporation Seating France Feignies S.A.S. (France)
Evolved by Nature Inc. (Delaware) (3.32%)	Lear Corporation Seating France S.A.S. (France)
EXO Technologies Ltd. (Israel)	Lear Corporation Seating Slovakia s.r.o. (Slovak Republic)
Foshan Lear FAWSN Automotive Systems Co., Ltd. (China) (49%)	Lear Corporation South East Asia Co., Ltd. (Thailand)
Gill Industries of Mexico, S. de R.L. de C.V. (Mexico)	Lear Corporation Spain Alava, S.L. (Spain)
Guangzhou Lear Automotive Components Co., Ltd (China) (50%)	Lear Corporation Sweden AB (Sweden)
Guilford Europe Limited (United Kingdom)	Lear Corporation Tunisia S.u.a.r.l. (Tunisia)
Guilford Europe Pension Trustees Limited (United Kingdom)	Lear Corporation UK Holdings Limited (United Kingdom)
HB Polymer Company, LLC (Delaware) (10%)	Lear Corporation Valenca, Unipessoal, Lda. (Portugal)
HG tronic, spol. s.r.o. (Czech Republic)	Lear DFM Automotive Seating (Yancheng) Co., Ltd. (China) (50%)
Honduras Electrical Distribution Systems S. de R.L. de C.V. (Honduras) (49%)	Lear DFM Tachi-S Automotive Seating (Dalian) Co., Ltd. (China) (25.5%)
Hyundai Transys Lear Automotive India Private Limited (India) (35%)	Lear do Brasil Industria e Comercio de Interiores Automotivos Ltda. (Brazil)
I.G. Bauerhin GmbH (Germany)	Lear Dongfeng Automotive Seating Co., Ltd. (China) (50%)
IGB Automotriz S. de R.L. de C.V. (Mexico)	Lear Dongshi Tachi-S Automotive Seating (Wuhan) Co., Ltd. (China) (25.5%)
IGB Automotive comp d.o.o. (Serbia)	Lear East European Operations S.a.r.l. (Luxembourg)
IGB Automotive Ltd. (Canada)	Lear EEDS and Interiors, LLC (Delaware)
IGB Automotive Tianjin Ltd. (China)	Lear Electrical Systems de Mexico S. de R.L. de C.V. (Mexico)
IGB Automotive Vietnam Co., Ltd. (Vietnam)	Lear European Holding S.L. (Spain)
Industrias Lear de Argentina SrL (Argentina)	Lear Financial Services (Netherlands) B.V. (Netherlands)
Insys - Interior Systems SA (Argentina) (5%)	Lear Global Technology Corporation France (Delaware)
Jiangxi Jiangling Lear Interior Systems Co. Ltd. (China) (50%)	Lear Global Technology Corporation Germany (Delaware)
Lear Thermal Comfort Systems Mexico, S. de R.L. de C.V.(Mexico)	Lear Global Technology Corporation Spain (Delaware)
Kyungshin-Lear Sales and Engineering LLC (Delaware) (49%)	Lear Global Technology Corporation UK (Delaware)
Lear (China) Holding Limited (China)	Lear Holdings, S. de R.L. de C.V. (Mexico)
Lear (Luxembourg) S.a.r.l. (Luxembourg)	Lear India Engineering, LLC (Delaware)
Lear (Shanghai) Auto Parts Technology Co., Ltd. (China)	Lear India Engineering, LLP (India)
Lear (Suining) Automotive Electrical Co., Ltd. (China)	Lear Israel Engineering, LLC (Delaware)
Lear Automotive (Malaysia) Sdn. Bhd. (Malaysia)	Lear Japan Engineering, LLC (Delaware)
Lear Automotive (Thailand) Co., Ltd. (Thailand)	Lear Korea Engineering Yuhan Hoesa (Korea)
Lear Automotive EEDS Honduras, S. de R.L. de C.V. (Honduras)	Lear Korea Yuhan Hoesa (Korea)
Lear Automotive Electronics and Electrical Products (Shanghai) Co., Ltd. (China)	Lear LLC (Russia)
Lear Automotive Fabrics (Rui'An) Co., Ltd. (China)	Lear Mexican Seating Corporation (Delaware)
Lear Automotive India Private Limited (India)	Lear Mexican Trim Operations, S. de R.L. de C.V. (Mexico)
Lear Automotive Interior Materials (Yangzhou) Co., Ltd. (China)	Lear Otomotiv Sanayi ve Ticaret Limited Sirketi (Turkey)
Lear Automotive Manufacturing, L.L.C. (Delaware)	Lear Philippines Engineering, LLC (Delaware)

List of Subsidiaries of the Company ⁽¹⁾
(Continued)

Lear Automotive Metals (Wuhan) Co., Ltd. (China)	Lear Seating (Thailand) Corp. Ltd. (Thailand)
Lear Automotive Morocco S.a.r.l.a.u (Morocco)	Lear Sewing (Pty.) Ltd. (South Africa)
Lear Automotive Parts (Jining) Co., Ltd (China)	Lear UK Acquisition Limited (United Kingdom)
Lear Automotive Services (Netherlands) B.V. (Netherlands)	Liuzhou Lear DFM Fangsheng Automotive Seating Co., Ltd. (China) (25.5%)
Lear Automotive Systems (Changshu) Co., Ltd. (China)	Maniv Mobility II A, LP (Delaware) (7%)
Lear Automotive Systems (Chongqing) Co., Ltd. (China)	Markol Otomotiv Yan Sanayi ve Ticaret A.S. (Turkey) (35%)
Lear Automotive Systems (Jiaxing) Co., Ltd. (China)	Martur Sunger ve Koltuk Tesisleri Ticaret A.S. (Turkey) (0.7%)
Lear Automotive Systems (Shenyang) Co., Ltd. (China)	Mezed Inversiones S.r.l. (Dominican Republic)
Lear Automotive Systems (Yangzhou) Co., Ltd. (China)	MSeat Inc. (Korea) (0.186%)
Lear Chang'an (Chongqing) Automotive System Co., Ltd. (China) (55%)	Navmatic, Inc. (Delaware) (22.16%)
Lear Chang'an (Hangzhou) Automotive Seating Co., Ltd. (China) (55%)	PT Lear Automotive Indonesia (Indonesia)
Lear China Engineering, LLC (Delaware)	PT Lear Corporation Indonesia (Indonesia) (51%)
Lear Corporation (Mauritius) Limited (Mauritius)	Qingdao Lear FAWSN Automotive Seat Systems Co., Ltd. (China) (49%)
Lear Corporation (Nottingham) Limited (United Kingdom)	RevoLaze, LLC (Delaware) (20%)
Lear Corporation (UK) Limited (United Kingdom)	Shanghai Lear Automotive Systems Co., Ltd. (China)
Lear Corporation (Vietnam) Limited (Vietnam)	Shenyang Jinbei Lear Auto Parts Co., Ltd. (China) (50%)
Lear Corporation Ara, S.L. (Spain)	Shenyang Jinbei Lear Automotive Seating Co., Ltd. (China) (49%)
Lear Corporation Ardas, S.L. (Spain)	Shenyang Lear Jinbei Automotive Systems Co., Ltd. (China) (51%)
Lear Corporation Asientos S.L. (Spain)	Shenzhen Lear Shinry Electric Control Technology Co., Ltd. (China) (49%)
Lear Corporation Belgium B.V. (Belgium)	Silk Medical Aesthetics, Inc. (Delaware) (3.32%)
Lear Corporation Beteiligungs GmbH (Germany)	Softwear Automation, Inc. (Georgia) (7.71%)
Lear Corporation Canada Ltd. (Canada)	Tachi-S Lear DFM Automotive Seating (Xiangyang) Co., Ltd. (China) (24.5%)
Lear Corporation Changchun Automotive Interior Systems Co., Ltd. (China)	Tacle Guangzhou Automotive Seat Co., Ltd. (China) (24.5%)
Lear Corporation China Ltd. (Mauritius)	Tacle Seating UK Limited (United Kingdom)
Lear Corporation Czech Republic s.r.o. (Czech Republic)	Techstars Corporate Partners 2017 LLC (Delaware) (0.6229%)
Lear Corporation d.o.o. Novi Sad (Serbia)	Thagora Technology S.r.L. (Romania)
Lear Corporation Engineering (UK) Limited (United Kingdom)	Tianjin FAWSN Lear Automotive Electrical & Electronics Co., Ltd. (China) (69%)
Lear Corporation Engineering Czech Republic s.r.o. (Czech Republic)	Trucks Venture Fund 2, LP (Delaware) (9.52%)
Lear Corporation Engineering GmbH (Germany)	Wuhan Lear DFM Yunhe Automotive Seating Co., Ltd. (China) (40%)
Lear Corporation Engineering Hungary Kft. (Hungary)	Wuhan Lear-DFM Auto Electric Company, Limited (China) (75%)
Lear Corporation Engineering Italy S.r.l. (Italy)	Wuhu Lear Automotive Systems Co., Ltd. (China)
Lear Corporation Engineering Morocco S.a.r.l.a.u (Morocco)	Xevo Inc. (Delaware)
Lear Corporation Engineering Poland Sp. z.o.o. (Poland)	Xevo Japan, LLC (Delaware)
Lear Corporation Engineering Slovakia s.r.o. (Slovak Republic)	Xevo K.K. (Japan)
Lear Corporation Engineering Spain S.L. (Spain)	Yangzhou Lear Hulane Automotive Parts Trading Co. Ltd. (China) (60%)
Lear Corporation France S.A.S. (France)	Zhengzhou Lear DFM Taixin Automotive Seating Co., Ltd. (China) (25.5%)

⁽¹⁾ All subsidiaries are wholly owned unless otherwise indicated.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form S-3 No. 333-273595) of Lear Corporation;
2. Registration Statement (Form S-8 No. 333-232856) pertaining to the 2019 Long-Term Stock Incentive Plan of Lear Corporation;
3. Registration Statement (Form S-8 No. 333-230922) pertaining to the Lear Corporation 2019 Inducement Grant Plan;
4. Registration Statement (Form S-8 No. 333-163009) pertaining to the 2009 Long-Term Stock Incentive Plan of Lear Corporation; and
5. Registration Statement (Form S-8 No. 333-273594) pertaining to the 2019 Long-Term Stock Incentive Plan of Lear Corporation (Amended and Restated as of May 18, 2023)

of our reports dated February 8, 2024, with respect to the consolidated financial statements and schedule of Lear Corporation and the effectiveness of internal control over financial reporting of Lear Corporation included in this Annual Report (Form 10-K) of Lear Corporation for the year ended December 31, 2023.

/s/ Ernst & Young LLP

Detroit, Michigan
February 8, 2024

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Lear Corporation (the "Company") on Form 10-K for the period ended December 31, 2023, as filed with the Securities and Exchange Commission (the "Report"), the undersigned, as the Chief Executive Officer of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 8, 2024

Signed: _____

/s/ Raymond E. Scott

Raymond E. Scott
Chief Executive Officer

This written statement accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

