



## COMPENSATION RECOVERY POLICY

### PURPOSE

Arconic Corporation and its subsidiaries worldwide ("Arconic") are committed to maintaining a culture of accountability, discouraging conduct that is detrimental to Arconic, protecting Arconic's reputation for integrity and ethical conduct, and maintaining the confidence of shareholders and the public markets.

The Compensation Recovery Policy (the "Policy") is designed to permit Arconic to recover short-term and/or long-term incentive compensation (whether paid in cash or equity awards) in circumstances involving misconduct of officers and employees.

### SCOPE

This Policy applies to (i) all current and former participants in the Arconic Corporation Executive Severance Plan, and (ii) all other Arconic employees who are current or former participants in the Arconic Corporation 2020 Stock Incentive Plan, the Arconic Corporation 2020 Annual Cash Incentive Plan, or subsequent stock incentive plans or publicly disclosed cash incentive plans adopted by Arconic (all such persons, "Covered Persons").

The Policy shall be applied and administered by the Compensation and Benefits Committee (the "Committee") of the Board of Directors of Arconic in its sole discretion.

### POLICY

#### Definition of Misconduct

For purposes of this Policy, "Misconduct" shall mean (i) any instance of fraud or dishonesty to Arconic, (ii) any instance of willful engagement in conduct which is, or might reasonably be expected to be, injurious to Arconic or any subsidiary, monetarily, reputationally or otherwise, (iii) any intentional act that is materially adverse to the best interests of Arconic, (iv) while employed by Arconic or a subsidiary or after termination of such employment (other than in a change in control), becoming associated with, employed by, rendering services to or owning any interest (other than an interest of up to 5% in a publicly traded company or any other non-substantial interest, as determined by the Committee) in any business that is in competition with Arconic or any subsidiary, (v) a violation of any material law or regulation, or (vi) a material violation of Arconic's Code of Conduct or any other policy governing the conduct of Arconic employees. No act, or failure to act, shall be deemed "intentional" or "willful" unless done, or omitted to be done, not in good faith and without reasonable belief that the individual's act, or failure to act, was in the best interest of Arconic or a subsidiary.

## **Reimbursement and Forfeiture of Incentive Compensation**

In the event a Covered Person is determined to have engaged in Misconduct, the Committee shall have full power and authority to determine whether, to what extent, and under what circumstances any incentive compensation (or profits, as applicable) received by the Covered Person shall be reimbursed by the Covered Person to Arconic and any equity-based incentive compensation (including equity awards and shares of Arconic's common stock received pursuant to an equity award) received by the Covered Person shall be forfeited or cancelled.

Notwithstanding the foregoing, in the event that (i) the amount of any incentive compensation or equity award received by a Covered Person was calculated based upon the achievement of certain financial results that were subsequently the subject of a restatement (other than financial restatements that are required because of changes in applicable financial reporting standards or under similar circumstances), (ii) the Covered Person engaged in intentional Misconduct that caused or partially caused the need for the restatement, and (iii) the amount of the incentive compensation or equity award had the financial results been properly reported would have been lower than the amount actually awarded, then the Covered Person will (x) reimburse Arconic the excess of what the Covered Person received over what the Covered Person should have received absent the restatement (and an equivalent amount of equity-based incentive compensation shall be forfeited or cancelled), and (y) pay to Arconic the amount of any profits realized by the Covered Person from the sale of Arconic securities, in the case of each of clause (x) and (y) during the period commencing 36-months prior to the date of the restatement and ending on the last day of the last period to which the restatement applies, as such amount may be determined by the Committee.

To the extent that a Covered Person fails to comply with the Policy, the Committee shall take (or direct Arconic to take) such action as it determines to be appropriate.

## **Agreements With Employees**

The Committee may determine that any equity award agreement, employment agreement, change in control agreement or other agreements, plans, policies or arrangements entered into or amended on or after the date this Policy is adopted shall, as a condition to the grant of any benefit covered by such arrangement, require a Covered Person to contractually agree to abide by the terms of this Policy, as amended from time to time by action of the Committee.

## **Policy Not in Limitation**

This Policy shall in no way be construed or interpreted as limiting Arconic's legal rights or ability to recover compensation for these or other actions or events based on the conduct of a Covered Person. Remedies provided in this Policy are not exclusive and shall be considered and applied separately as determined by the Committee in its sole discretion.

This Policy will be applied in accordance with applicable laws, rules and regulations and will also require (and will not be deemed to limit) the forfeiture and/or recoupment of any compensation as mandated by



applicable laws, rules and regulations, even if not expressly otherwise required herein. Without limiting the effect of the foregoing or any other provision of the Policy, a Covered Person shall be subject to the recoupment provisions of Section 304 of the Sarbanes-Oxley Act of 2002, if and to the extent applicable, and a Covered Person (or other person who is an executive officer or former executive officer) shall be subject to the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any related rules or regulations, if and to the extent applicable.

The adoption of this Policy does not mitigate the effect of any forfeiture, recoupment or similar terms in any compensation plan, equity award agreement, change in control agreement, employment agreement or similar arrangement in effect prior to or after the date this Policy was adopted. In the event of any inconsistency between this Policy and the terms of any such compensation arrangement, then the Committee shall have full discretion to apply the conditions of either this Policy or such compensation arrangement.

#### **Amendment and Waiver**

The Committee reserves the right to modify, amend or terminate this Policy and to grant waivers regarding application of this Policy (to the extent permitted under applicable law) at any time if it determines in its sole discretion that such action would be in the best interest of Arconic.

Approved and adopted September 28, 2020