

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 24, 2024

**Dana Incorporated**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation)

**1-1063**  
(Commission File Number)

**26-1531856**  
(IRS Employer Identification Number)

**3939 Technology Drive, Maumee, Ohio 43537**  
(Address of principal executive offices) (Zip Code)

**(419) 887-3000**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	Trading Symbol	Name of Each Exchange on which Registered
Common Stock, \$.01 par value	DAN	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Executive Transition*

On November 25, 2024, Dana Incorporated (the “Company”) announced the appointment of R. Bruce McDonald to the position of President and Chief Executive Officer (“CEO”) and Chairman of the Board of Directors (“Board”) of the Company, effective immediately. He replaces James K. Kamsickas as CEO, who will also depart from the Board, effective immediately.

Mr. McDonald, 64, has served on the Board since 2014. Mr. McDonald currently serves as chairman of the board of directors of Andrew Peller Limited. More recently, Mr. McDonald served as chairman and chief executive officer of Adient plc, a global automotive supplier from October 2016 to June 2018.

In connection with his appointment as CEO and Chairman of the Board, Mr. McDonald has resigned from his roles as Chair and a member of the Nominating and Corporate Governance Committee of the Board and member of the Audit Committee of the Board. Following Mr. McDonald’s resignation as Chair of the Nominating and Corporate Governance Committee, Keith E. Wandell will be appointed as his replacement as Chair of the Nominating and Corporate Governance Committee.

Except as otherwise disclosed in this current report, there are no arrangements or understandings between Mr. McDonald, on the one hand, and any other person, on the other hand, pursuant to which he was selected as an officer of the Company. Additionally, there are no family relationships between Mr. McDonald, on the one hand, and any director or officer of the Company, on the other hand, or any other related party transaction of the Company involving Mr. McDonald that would require disclosure under Item 404(a) of Regulation S-K.

*Compensation Arrangements*

In connection with his appointment as CEO and Chairman of the Board, Mr. McDonald has entered into an employment agreement (the “CEO Agreement”) with the Company that provides that, while he serves as CEO, his base salary will be \$1,300,000 and he will be eligible to receive a grant of 1,217,798 restricted stock units, which will vest on the one-year anniversary of the date of grant, subject to his continued service on the Board and certain termination protections. Beginning January 1, 2025, while serving as the CEO, Mr. McDonald will not receive additional compensation relating to his service on the Board (other than compensation he accrued prior to his appointment as Chief Executive Officer). His outstanding equity awards previously granted in connection with his Board service will remain outstanding and continue to vest in accordance with the applicable award agreements. The term of the CEO Agreement is for an initial one (1) year, which may be extended for additional one-month periods at the Company’s discretion. The foregoing summary does not purport to be a complete description and is qualified in its entirety by the CEO Agreement, a copy of which is filed as an exhibit hereto and incorporated herein by reference.

In connection with Mr. Kamsickas’ departure, the Company entered into a transition agreement (the “Transition Agreement”) with Mr. Kamsickas on November 24, 2024. Pursuant to the terms of the Transition Agreement, Mr. Kamsickas will immediately step down as President and Chief Executive Officer of the Company and will immediately resign from the Board effective as of November 25, 2024. From November 25, 2024 through March 31, 2025, Mr. Kamsickas will continue to be a non-executive employee and serve as a special advisor, performing transition and advisory services. During such advisory period, Mr. Kamsickas will continue to receive his existing base salary and continued employee

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benefits, including under the Company's equity program. He will not receive any long-term incentive awards during the advisory period. Pursuant to the Transition Agreement, on March 31, 2025, Mr. Kamsickas' employment will terminate and he will be eligible to receive the separation benefits pursuant to his employment agreement, subject to Mr. Kamsickas' execution and nonrevocation of a release of claims and other conditions of his employment agreement and the Transition Agreement. For a period of twenty-four (24) months following his termination of employment, Mr. Kamsickas is prohibited from competing against the Company, soliciting its customers or employees, and working for a competitor. Mr. Kamsickas has also agreed that he will not disclose the Company's confidential information. The foregoing summary does not purport to be a complete description and is qualified in its entirety by the Transition Agreement, a copy of which is filed as an exhibit hereto and incorporated herein by reference.

**Items 2.02 Results of Operations and Financial Condition and Regulation FD Disclosure.  
and 7.01**

On November 25, 2024, the Company issued a press release announcing the leadership transition and actions to drive value creation as well as reaffirming the Company's 2024 full-year guidance ranges. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information in this item (including Exhibit 99.1) is being "furnished" and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, is not subject to the liabilities of that section and is not deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except as shall be expressly set forth by specific reference in such a filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Offer Letter to R. Bruce McDonald, dated November 24, 2024</a>
10.2	<a href="#">Retirement, Transition and Release Agreement, dated November 24, 2024, between Dana Incorporated and James K. Kamsickas</a>
99.1	<a href="#">Dana Incorporated Press Release dated November 25, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**DANA INCORPORATED**

Date: November 25, 2024

By: /s/ Douglas H. Liedberg  
Name: Douglas H. Liedberg  
Title: Senior Vice President, General Counsel and Secretary

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November 24, 2024  
R. Bruce McDonald

Dear Mr. McDonald:

It is my pleasure to offer you the position of Chief Executive Officer (“CEO”) of Dana Incorporated and its subsidiaries (“Dana” or the “Company”), pursuant to the terms of this letter agreement (the “Offer Letter”).

The terms and conditions of your employment with the Company will be as follows and shall, subject to your satisfaction of the “Conditions to Employment” listed below, become effective as of the date on which you countersign this Offer Letter.

1. **Start Date:** Your start date in this position will be November 25, 2024 (the “Start Date”).
  2. **Position and Duties:**
    - a. As CEO, you shall have such responsibilities, duties, and authorities as are commensurate with the position of CEO, or as are assigned to you by the Board of Directors of the Company (the “Board”).
    - b. During the Term (as defined below) you shall remain a member of the Board and the Company will nominate you to become the Chairman of the Board, but you shall now also be an employee of the Company. Effective as of January 1, 2025, during the Term, you shall no longer receive any compensation relating to your Board service; provided, however, that any outstanding equity-based awards granted to you, prior to the Start Date, in connection with your Board service will continue to remain outstanding and continue to vest in accordance with the applicable award agreement.
    - c. You agree that you shall (i) resign as a member of the Board’s Audit Committee prior to the Start Date and shall not serve as a member of the Audit Committee at any time during the Term and (ii) resign as chair of the Nominating and Corporate Governance Committee and shall not serve as a member of the Nominating and Corporate Governance Committee at any time during the Term.
    - d. In your role as CEO, you shall fulfill your duties and responsibilities in a diligent, trustworthy, and appropriate manner and in compliance with the policies and practices of the Company and applicable law.
    - e. During the Term, your primary business focus shall be on your duties as CEO and Chairman of the Board and you shall exert your reasonable best efforts in such role and shall carry out your duties in good faith so as to promote the purpose and mission of the Company.
    - f. You shall be allowed to continue to engage in all businesses that you engage in as of the date of this Offer Letter, including without limitation your continued service on the Board, so long as such activities do not create an actual or reasonably foreseeable potential conflict of interest with, or materially interfere with the performance of, your duties hereunder, in each case as determined in the reasonable judgment of the Board.
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3. **Term:** You shall serve as the CEO from the Start Date until the earlier of (i) the date that a permanent (non-interim) Chief Executive Officer commences employment and (ii) the date which is one (1) year from the Start Date (the “Initial Term”). The Initial Term may be extended on a month-to-month basis by mutual agreement (including with respect to compensation for services provided during any such extended term) of you and the Company (the Initial Term and any such extended term, the “Term”).
4. **Base Salary:** During the Initial Term, your base salary will be \$1,300,000 per year (the “Base Salary”), payable in accordance with the normal payroll practices of the Company then in effect. For the avoidance of doubt, you shall not receive an annual cash-based incentive award.
5. **Equity Award:** You shall be eligible to receive a grant of 1,217,798 restricted stock units (the “RSU Award”) on or as soon as reasonably practicable following the Start Date, which shall vest on the one-year anniversary of the grant date, subject to your continued service on the Board and the terms of the applicable Company equity compensation plans and related documents. The number of RSUs to be granted under the RSU Award is based on the price of a share of Company common stock on the New York Stock Exchange (rounded down to the nearest whole share) as of the November 22, 2024.
6. **Benefits.** You will be provided with the same benefits that senior executives of the Company are eligible to receive.
7. **Expense Reimbursement:** During the Term, the Company shall reimburse you for all reasonable travel and accommodation expenses incurred in connection with the performance of your duties as CEO, subject to the approval of the Independent Lead Director of the Board; provided that such expenses are incurred and accounted for in accordance with the policies and procedures as reasonably established by the Company.
8. **Severance:**
  - a. In the event that (x) the Company involuntarily terminates your employment without Cause (and not due to Disability), (y) the Company refuses to re-nominate you to the Board or (z) you are removed from the Board (other than for Cause), in each case, during the Initial Term, you shall be entitled to (i) the portion of your Base Salary that would otherwise have been payable if you remained the CEO for the duration of the Initial Term, payable in regular payroll installments over the twelve (12) month period commencing on the date of your termination and (ii) full acceleration of the unvested portion of the RSU Award, payable in accordance with the terms of your applicable award agreement and the Company’s equity compensation plan. All amounts payable under this Section 8(a) shall be in lieu of and not in addition to any amount that otherwise might be payable under the Company’s Executive Severance Plan (or successor to such plan) upon such a termination. Notwithstanding anything herein to the contrary, if the Board identifies, and a majority of the Board approves, your CEO successor, then you shall not be entitled to any severance payments or benefits under this Section 8(a), provided, that your RSU Award shall continue to vest, subject to your continued service on the Board and the terms of the applicable Company equity compensation plans and related documents.

- b. In the event that the Company terminates your employment for Cause, you shall not be entitled to any of the aforementioned severance amounts and the Company shall have no further obligation to you under this Offer Letter.
  - c. For all purposes under this Offer Letter, “Cause” shall mean and include (i) a willful and material misappropriation of any monies or assets or properties of the Company; (ii) a willful and material breach by you of the terms of this Offer Letter that is demonstrably injurious to the Company and that, if capable of cure, has not been cured within thirty (30) days after written notice to you of the breach, which notice shall specify the breach and, if applicable, the nature of conduct necessary to cure such breach; or (iii) the conviction of, or plea of guilty or nolo contendere, by you to a felony or to any criminal offense involving moral turpitude.
  - d. For all purposes under this Offer Letter, “Disability” shall have the meaning set forth in the Company’s Executive Severance Plan (or successor to such plan).
9. **Representations:** By accepting this offer, you unconditionally agree not to use in connection with your employment with the Company any confidential or proprietary information which you have acquired in connection with any former employment or reveal or disclose to the Company or any of employees, agents, representatives or vendors of the Company, any confidential or proprietary information that you have acquired in connection with any former employment. You represent that you are accepting the Company’s offer in good faith, and that you understand that the Company will rely on your acceptance. The terms of the offer are considered confidential and should not be shared with any other company.
10. **Governing Law; Forum:** This offer letter shall in all respects be governed by and construed in accordance with the laws of the State of Delaware, not including the choice-of-law rules thereof. You and the Company consent to the exclusive and sole jurisdiction and venue of the state and federal courts located in Delaware for the litigation of disputes not subject to arbitration and waive any claims of improper venue, lack of personal jurisdiction, or lack of subject matter jurisdiction as to any such disputes.
11. **Withholdings:** All payments provided for herein in your capacity as CEO shall be reduced by any amounts required to be withheld from time to time under applicable federal, state or local income or employment tax law or similar statutes or other provisions of law then in effect.
12. **Section 409A:** This Offer Letter shall be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and any Treasury Regulations or other Department of Treasury guidance issued thereunder (“Section 409A”). If required by Section 409A, no payment or benefit constituting nonqualified deferred compensation that would otherwise be payable or commence upon the termination of employment shall be paid or shall commence unless and until you have had a “separation from service” within the meaning of Section 409A as determined in accordance with Section 1.409A-1(h) of the Treasury Regulations. For purposes of Section 409A, each of the payments that may be made hereunder is designated as a separate payment. If you are deemed on the date of termination to be a “specified employee” within the meaning of the term under Section 409A, then with regard to any payment or the provision of any benefit under any agreement that is considered nonqualified deferred

compensation under Section 409A payable on account of a “separation from service,” such payment or benefit shall be made or provided on the first business day following the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service,” and (B) the date of your death (the “Delay Period”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this paragraph (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum (without interest) on the first business day following the Delay Period, and any remaining payments and benefits due under this Offer Letter shall be paid or provided in accordance with the normal payment dates specified for them herein. You agree to negotiate with the Company in good faith to make amendments to this Offer Letter as you and the Company mutually agree, reasonably and in good faith, are necessary or desirable to avoid the possible imposition of taxes or penalties under Section 409A, while preserving any affected benefit or payment to the extent reasonably practicable without materially increasing the cost to the Company. Notwithstanding the foregoing, you shall be solely responsible and liable for the satisfaction of all taxes, interest and penalties that may be imposed on you or for your account in connection with any payment or benefit under this Offer Letter (including any taxes, interest and penalties under Section 409A), and the Company shall have no obligation to indemnify or otherwise hold you (or any beneficiary successor or assign) harmless from any or all such taxes, interest or penalties.

13. **Entire Agreement:** This Offer Letter supersedes all prior and contemporaneous oral or written, express or implied understandings or agreements regarding your employment with the Company, and contains the entire agreement between you and the Company regarding your employment with the Company. The terms set forth in this letter may not be modified, except in writing signed by an authorized representative of the Company, which expressly states the intention of the Company to modify the terms of this Offer Letter
14. **Assignment; Binding Effect:** You understand that you have been selected for employment by the Company on the basis of your personal qualifications, experience, and skills. You agree, therefore, that you cannot assign all or any portion of your performance under this Offer Letter. The Company may assign this Offer Letter to the purchaser of substantially all of the assets of the Company, or to any subsidiary or parent company of the Company. Subject to the preceding two sentences, this Offer Letter shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns. You acknowledge and agree that each of the Company’s subsidiaries and affiliates is a third-party beneficiary of this Offer Letter.
15. **Conditions to Employment:** This offer is contingent upon: (1) your execution of this Offer Letter; (2) you commencing employment as CEO on the Start Date; and (3) you providing to the Company documentary evidence of your identity and a Form I-9 to evidence your eligibility for employment in the United States within (3) business days from your date of hire.

[Signature Page Follows]



Mr. McDonald, we welcome you to the Company. If you are in agreement and plan to accept this offer, then please sign below and scan and email to .

Sincerely,

/s/ Doug Liedberg  
Doug Liedberg  
Senior Vice President, General Counsel, Secretary  
Chief Compliance & Sustainability Officer

ACCEPTANCE:

I have read this letter and agree with the terms and conditions of my employment as set forth above.

Dated: November 24, 2024

Signature: /s/ R. Bruce McDonald  
R. Bruce McDonald

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## DANA INCORPORATED

November 24, 2024

James K. Kamsickas  
*Via e-mail*

**Re: Retirement, Transition and Release Agreement**

Dear James:

In consideration of and subject to the terms and conditions of this Retirement, Transition and Release Agreement (“Release and Transition Agreement”), you agree to step down from your role as Chief Executive Officer of Dana Incorporated and its subsidiaries (collectively, the “Company”), effective as of November 25, 2024 (“Effective Date”). Between the Effective Date and March 31, 2025, you will serve as a special advisor to the Company, pursuant to Sections 6 and 7 of this agreement. Your last day of employment with the Company will be March 31, 2025 (“Separation Date”) and you will receive the separation payments and benefits under Section 6.4.1 of the Executive Employment Agreement between you and the Company, dated as of July 8, 2015 (the “Employment Agreement”) which are summarized in Exhibit A to this Release and Transition Agreement. In order to receive (i) the separation benefits provided in Section 6.4.1 of the Employment Agreement and (ii) the equity acceleration benefits under the Dana Incorporated 2021 Omnibus Incentive Plan (the “Equity Plan”) and your applicable award agreements as summarized in Exhibit A (collectively, the “Separation Benefits”), you must sign this Release and Transition Agreement. All payments in respect of the Separation Benefits shall be reduced by all applicable withholdings and deductions required by law. Capitalized terms used in this Release and Transition Agreement that are not otherwise defined shall have the meanings attributed to them in the Employment Agreement.

Effective as of the Effective Date, you hereby confirm your resignation from the Board of Directors of the Company (the “Board”), as required by Section 4 of the Employment Agreement. In addition, as of the Effective Date, you acknowledge and agree that you have (a) resigned from your role as the President and Chief Executive Officer of the Company, and relinquished and resigned from any and all titles, positions and appointments with the Company or any of its subsidiaries or affiliates (the “Company Group”), whether as an officer, director, employee, consultant, agent, trustee or otherwise, and (b) no authority to act on behalf of any member of the Company Group, and shall not hold yourself out as having such authority, enter into any agreement or incur any obligations on behalf of any member of the Company Group, commit any member of the Company Group in any manner or otherwise act in an executive or other decision-making capacity with respect to any member of the Company Group. You agree to execute such documents promptly as may be reasonably requested by the Company to evidence your separation from employment and cessation of service on the Separation Date. In addition, you acknowledge and agree that, your six-month pre-Change in Control protection period, for purposes of Section 13 of your Employment Agreement, begins as of the Effective Date.

Your participation in any Company-sponsored health, dental and/or vision insurance benefit plans will terminate on the Separation Date. Thereafter, you will be eligible to continue coverage under such benefit plans pursuant to the provisions of the Consolidated Omnibus Reconciliation Act of 1985 (“COBRA”) as set forth in Exhibit A, or you may choose to purchase insurance on the public exchange or elsewhere. Except as provided herein, all other benefits will end as of the Separation Date.

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Regardless of whether you sign this Release and Transition Agreement, you shall receive (i) payment of your accrued and unpaid Base Salary and accrued and unused vacation through the Separation Date, payable not later than the first complete payroll payment date following the Separation Date, (ii) reimbursement of any unreimbursed business expenses you have incurred through the Separation Date in accordance with the policies and procedures applicable under Section 5.7 of the Employment Agreement and (iii) any unpaid annual and long-term cash bonus earned for a completed previous performance period, payable when such bonuses are paid to other senior executives of the Company. You shall also retain any accrued and vested benefits under all Company employee benefit plans in which you participate in accordance with the terms of such plans. You shall also be covered under any applicable indemnification agreement and directors' and officers' liability insurance for any actions or inactions through the Separation Date.

1. **No Other Compensation or Benefits.** Except for the payments and benefits set forth above and the Separation Benefits provided for in this Release and Transition Agreement, you agree you are not entitled to any other or further compensation, remuneration, benefits, severance, reimbursement, or payments from the Company Group. You acknowledge and agree that, except for the payments and benefits set forth above and the Separation Benefits provided for in this Release and Transition Agreement, you have been paid any bonuses and/or any other awards you have earned under the terms of any plan or agreement with the Company where the amounts were payable to you prior to your Separation Date. Subject to the foregoing, you acknowledge and agree that no other compensation, bonuses or awards are payable to you, and therefore, you acknowledge and agree you have been paid for all time worked and are owed no further wages and/or compensation of any kind.

2. **Release & Covenant Not To Sue.** In exchange for the Separation Benefits, you (on behalf of yourself, your heirs, your executors, and your assigns and all persons who might have claims deriving from your own) unconditionally, and to the maximum extent permitted by law, waive and release any and all lawsuits, debts, obligations, demands, judgments, damages, or causes of action that may lawfully be released by private agreement (referred to in this Release and Transition Agreement as "claims") you have or might have against the Company and each member of the Company Group and any of their predecessors, parents, subsidiaries, divisions, affiliates, and related entities, including any of their past and present owners, officers, directors, shareholders, members, managing members, agents, attorneys, employees, and successors (with regard to individuals, the definition includes in their individual capacity and corporate capacity other than with regard to owners, shareholders, agents and attorneys whom shall only be released from claims in their capacities as such), firms, or entities ("Released Parties"). These claims include, but are not limited to, all claims, whether known or unknown, arising up to and including the date you sign this Release and Transition Agreement, whether under contract, tort, statute, equity, or common law, including any and all foreign, federal, state, and/or local constitutional, statutory, regulatory, or common law. Released claims include, but are not limited to (i) claims covered by the Americans with Disabilities Act, the Age Discrimination in Employment Act ("ADEA"), Title VII of the Civil Rights Act, the Family and Medical Leave Act ("FMLA"), the Employee Income Retirement and Security Act ("ERISA") (with respect to unvested benefits), the Equal Pay Act, the Sarbanes-Oxley Act of 2002, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act and the Genetic Information Nondiscrimination Act of 2008, all as amended and including all of their respective implementing regulations; (ii) any and all claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, vacation and/or severance; (iii) any and all claims arising under tort, contract and/or quasi-contract law, including but not limited to claims of breach of an expressed or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of

good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, negligent or intentional infliction of emotional distress; and (iv) any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements. Damages released and waived include back pay, future pay, lost benefits, any and all wages, compensatory damages, emotional distress, physical injury damages, pain and suffering, liquidated damages, punitive damages, exemplary damages, attorney's fees, costs, civil fines, penalties and interest. This is a general release. You expressly acknowledge that this general release includes, but is not limited to, any and all claims arising out of or related to your employment with and separation from the Company Group, whether or not they are known to you at the time you sign this Release and Transition Agreement.

By signing this Release and Transition Agreement, you expressly acknowledge and represent that (a) you have suffered no injuries or occupational diseases arising out of or in connection with your employment by the Company Group; (b) you have received all wages to which you were entitled as an employee of the Company Group; (c) you received all leave to which you were entitled under the FMLA; and (d) you are not aware of any facts or circumstances constituting a violation of the FMLA, the Fair Labor Standards Act, or any applicable state leave or wage payment law.

You expressly agree that this Release and Transition Agreement forever precludes you from bringing, instituting, maintaining, further pursuing, or participating in any lawsuit against the Released Parties for any causes or claims released herein, except as stated below. You further agree that this Release and Transition Agreement may be pleaded as a full defense to any action, suit, arbitration or other proceeding covered by the terms hereof which is or may be initiated, prosecuted or maintained by you, your descendants, dependents, heirs, executors, administrators or permitted assigns. You specifically waive any right to become, and promise not to become, a member of any class in which a claim against the Released Parties is made involving any events leading up to the date you sign this Release and Transition Agreement, except where such waiver is prohibited by law. You represent that you have not filed or otherwise initiated any lawsuit, charge, claim, or demand against any of the Released Parties. You further agree that should you or any person, organization, or other entity bring or file, or cause or permit to be brought or filed, any civil action, suit, or administrative or legal proceeding involving any matter occurring at any time prior to the date you sign this Release and Transition Agreement, you shall not accept any personal, equitable, or monetary relief in such civil action, suit, or administrative or legal proceeding, except where such waiver is prohibited by law. You agree that the Separation Benefits fully satisfy any individual relief to which you are entitled as a result of your employment with and separation from the Company.

3. **Reservation of Your Rights.** Notwithstanding the foregoing, your release of claims herein does not apply to (i) claims for unemployment or workers' compensation benefits, (ii) claims for the Separation Benefits or any other consideration provided for under this Release and Transition Agreement, or claims or rights that may arise after the date that you sign this Release and Transition Agreement, (iii) claims for reimbursement of expenses under the Company's expense reimbursement policies, (iv) any vested rights under the Company's ERISA-covered employee benefit plans as applicable on the date you sign this Release and Transition Agreement, (v) claims relating to vesting of equity awards in accordance with this Release and Transition Agreement, (vi) claims for indemnification or for coverage under directors' and officers' liability insurance policies and (vii) any claims that controlling law clearly states may not be released by private agreement.

Moreover, nothing contained in this Release and Transition Agreement, including the Release & Covenant Not to Sue, and Confidentiality provisions, is intended to or shall preclude you from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by a government agency, including, but not limited to, the Equal Employment Opportunity Commission and the National Labor Relations Board. However, by signing this Release, you are waiving your right to recover any individual relief (including any backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by you or on your behalf by any third party, except for any right you may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or where otherwise prohibited. In addition, nothing in this Release, including the Release & Covenant Not to Sue and Confidentiality provisions prohibits you from testifying truthfully in any legal process between you and the Company or any of its affiliates.

In addition, nothing prevents you from discussing or disclosing conduct, or the existence of a settlement involving conduct, that you reasonably believed to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as illegal under state, federal, or common law, or that is recognized as against a clear mandate of public policy, where the conduct occurred at the workplace, at work-related events coordinated by or through the employer, between employees, or between an employer and an employee, whether on or off the employment premises; provided, however, that you remain subject to the obligation to keep confidential the amount paid in settlement of any claim.

Nothing in this Release waives your right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, including but not limited to when you have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

4. **Restrictive Covenants.** The Company's obligation to make the Separation Benefits is expressly conditioned on your continued compliance with your post-employment obligations to the Company Group, including without limitation, the obligations set forth in Section 7 (Confidential Information), Section 8 (Statements to Third Parties), Section 9 (Non-Competition), Section 10 (Non-Solicitation), Section 11 (Developments) and Section 12 (Remedies) of the Employment Agreement. If you breach of any of such obligations, then in addition to any other remedy that may be available at law or in equity, the Company's obligation to make any further Separation Benefits shall cease on the date of such breach.

5. **Return of Company Property.** Whether you enter into this Release and Transition Agreement or not, within ten (10) business days of your Separation Date, you must return to the Company all of the Company's property in your possession (other than de minimis items) including, but not limited to: computers; PDAs; cellular phones; credit cards; files, notes, books, binders, manuals, and other printed material; computer disks and software; and all other tangible and intangible property belonging to the Company and obtained by you in connection with your employment with the Company, including all copies of such property, in any form, electronic or otherwise. You agree to provide the Company with any password(s) you installed and/or used on any Company computer or other Company property. You understand that the Company, in its sole discretion, may choose to delay any payments due to you under this Release and Transition Agreement unless and until you comply with this paragraph, but such delay shall not relieve you

of your other obligations under this Release and Transition Agreement or your release of claims. Notwithstanding the foregoing, you may retain your contacts, calendars and personal correspondence and any information reasonably needed for your personal tax return preparation, and you may retain your laptop computer and related equipment and your iPad; provided, that you shall permit the Company a reasonable opportunity to remove any confidential information of the Company from such electronics.

6. **Transition Period.** During the period between the Effective Date and the Separation Date (the "Transition Period") you will serve as a special advisor to the Company ("Special Advisor"), and will perform transition and advisory services consistent with this Release and Transition Agreement. While serving as Special Advisor, you will provide such support to the Company's Chief Executive Officer, as requested by the Company's Chief Executive Officer (collectively, the "Services"). You agree and acknowledge that you will perform your Services as Special Advisor. In addition, you agree to be available to assist the Company, as reasonably requested, on future matters for two years following the Separation Date and the Company will (i) pay you a daily rate of \$4,000 for time spent by you of any material portion of any day following the Separation Date on such matters, and (ii) reimburse you for other pre-approved out-of-pocket expenses reasonably incurred in connection with such cooperation, upon the presentation by you of an itemized accounting of such expenditures, with supporting receipts.

7. **Transition Fee.** Subject to the terms and conditions of this Release and Transition Agreement, your satisfactory provision of the Services and your compliance with the other terms and conditions of this Release and Transition Agreement, during the Transition Period, the Company will pay you a monthly rate of \$114,917, prorated (x) for the first month of the Transition Period or (y) if you resign or terminate the Services before the end of the Transition Period (the "Monthly Service Fee"). Any Monthly Service Fee earned will be payable bi-weekly through the Company's payroll. In addition, the Company will reimburse you for any actual, reasonable and documented expenses incurred in connection with your provision of Services hereunder, but only to the extent that such expenses are approved in advance by the Chief Executive Officer and incurred in accordance with the Company's travel and expense policy. In no event will the Company be responsible for taxes on your Monthly Service Fee payable hereunder, or your internal administrative costs or other costs of doing business. For the avoidance of doubt, during the Transition Period, you shall not be eligible for an annual bonus or any annual long-term incentive awards.

8. **Company Representation.** Subject to your resignation from the Board, the Company represents and warrants that it, to the knowledge of its chief legal officer and members of the Board (other than you), is not aware of any claims (whether asserted or unasserted) that it has against you as of the date of this Release and Transition Agreement.

9. **Attorney and Advisor Fees.** The Company shall reimburse you for (or pay directly), your reasonable attorneys' and advisors' fees and costs incurred in connection with the negotiation of this Release and Transition Agreement and your pending employment termination, up to a cap of \$50,000.

10. **Miscellaneous**

(a) *Partial Invalidity.* Should any portion, word, clause, phrase, sentence, or paragraph of this Release and Transition Agreement be declared void or unenforceable, other than the Release

& Covenant Not To Sue, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(b) *Construction.* This Release and Transition Agreement shall not be construed in favor of one Party or against the other.

(c) *Compliance with Terms.* The failure to insist upon compliance with any provision contained in this Release and Transition Agreement shall not be deemed a waiver of that provision or condition. If on one or more occasions a party waives or relinquishes a right or power it has in this Release and Transition Agreement, that shall not be deemed a waiver or relinquishment of any right or power at any other time or times.

(d) *Remedy.* Failure to abide by the terms of this Release and Transition Agreement shall constitute a breach of this Release and Transition Agreement and shall entitle the Company to cease any and all severance payments and, where appropriate, to immediate injunctive relief to enjoin further breaches of those paragraphs, consequential damages, and reimbursement of all previously paid severance payments (with the exception of one dollar (\$1.00)), fees and costs actually incurred in bringing such legal action; provided, that the Company shall provide you with written notice of any such failure to abide and not less than 30 days to cure, if curable. However, you shall remain subject to your obligations under this Release and Transition Agreement, including your release of claims. This paragraph shall not limit any of your reserved rights under this Release and Transition Agreement nor impose any remedy for your doing so.

(e) *Section 409A.* This Release and Transition Agreement is intended to be interpreted and applied so that the payment of the Separation Benefits and any other benefits are exempt from, or comply with, the requirements of Internal Revenue Code Section 409A (“Section 409A”) under the short-term deferral and separation pay exemptions set forth in Treasury Regulation Sections 1.409A-1(b)(4) and (9), and shall be interpreted consistently with such provisions. The Company and its respective officers, directors, employees, or agents, however, make no guarantee that the terms of this Release and Transition Agreement are exempt from, the provisions of Section 409A, and you agree that none of them shall have any liability if the payments provided for under this Release and Transition Agreement are subject to, but not in compliance with, the requirements of Internal Revenue Code Section 409A. Section 17.4 of the Employment Agreement is incorporated herein by reference. For purposes of Section 409A, your right to receive any installment payments pursuant to this Release and Transition Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Release and Transition Agreement specifies a payment period with reference to a number of days and such period spans two of your taxable years, the actual date of payment within the specified period shall be in the second of the two taxable years to the extent required by Section 409A.

11. **Older Workers Benefit Protection Act (OWBPA).** Pursuant to the OWBPA, you acknowledge and understand that:

(a) You are waiving claims for age discrimination under the ADEA in exchange for the payments described above;

(b) Under this Release and Transition Agreement, you shall receive consideration beyond that to which you would be entitled without signing this Release and Transition Agreement;

(c) You have been advised in writing and are hereby advised through this Release and Transition Agreement of the right to consult with an attorney before signing this Release and Transition Agreement;

(d) You have been given a period of at least 21 days (from the original date you were given this Release and Transition Agreement) within which to review and consider this Release and Transition Agreement before signing it; and

(e) You may revoke this Release and Transition Agreement by providing written notice to the Company within seven days after you sign it, and this Release and Transition Agreement shall not become effective and enforceable until such seven-day period has expired. Any notice of revocation of this Release and Transition Agreement shall not be effective unless given in writing and received by Company within the seven day revocation period via e-mail as follows:

Doug Liedberg  
Senior Vice President, General Counsel, Secretary  
Chief Compliance & Sustainability Officer

12. **Voluntary & Entire Agreement.** Your signature below shall indicate that you are entering into this Release and Transition Agreement freely and with a full understanding of its terms and not in reliance upon any representations other than those explicitly set forth in this Release and Transition Agreement. No changes to this Release and Transition Agreement shall be valid unless in writing and signed by both you and the Company. With the exception of any fiduciary duties you may have to the Company, your obligation not to misappropriate trade secrets, and your obligations under any other restrictive covenants (including covenants not to compete, not to solicit Company employees, and not to solicit Company clients, customers, or business relationships) or confidentiality agreements you may have with the Company that survive termination, this Release and Transition Agreement constitutes the entire understanding and agreement of the parties related to the matters discussed in this Release and Transition Agreement and supersedes any agreement or plan that provides for severance benefits of any kind. This Release and Transition Agreement is in addition to any arbitration, confidentiality and/or lawful restrictive covenant agreements into which you may have entered during your employment with the Company, and your obligations under any such agreements which shall remain in full force and effect. This Release and Transition Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware.

\* ;\* ;\*



If you are willing to enter into this Release and Transition Agreement with its terms becoming effective on the seventh day following the date signed below, please signify your acceptance in the space indicated below and return to me within 21 days of receiving this Release and Transition Agreement.

Sincerely,

/s/ Doug Liedberg

Doug Liedberg  
Senior Vice President, General Counsel, Secretary  
Chief Compliance & Sustainability Officer

I, JAMES K. KAMSICKAS, HAVE READ AND UNDERSTAND THIS RELEASE AND TRANSITION AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. I ENTER INTO THIS RELEASE AND TRANSITION AGREEMENT VOLUNTARILY, WITH FULL KNOWLEDGE THAT IT SHALL BECOME EFFECTIVE FOLLOWING MY SIGNATURE AND THE TERMS OUTLINED IN THIS RELEASE AND TRANSITION AGREEMENT.

/s/ James K. Kamsick  
Signature

November 24, 2024  
Date

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*(Signature Pages to Release of Claims and Separation and Transition Agreement)*

**Exhibit A**  
**Separation Benefits**

1. *Salary Continuation.* The Company shall provide you with an amount equal to twenty-four (24) months of Base Salary. The total amount of such payments shall be \$2,758,000.

2. *Annual Bonus.* The Company shall pay you a cash amount equal to (i) your target annual bonus for 2025 under the Company's annual incentive program and (ii) your target annual bonus for 2026, each payable when annual bonuses are paid to other senior executives. For the avoidance of doubt, you shall receive your annual bonus for 2024, in the ordinary course, based on actual performance under the Company's annual incentive program, which will be paid when annual bonuses are paid to other senior executives.

3. *Health & Welfare Benefits.* If you timely elect continued coverage under the Company's group health and welfare plans pursuant to COBRA, the Company shall provide you with medical, dental, prescription, drug, basic life insurance, \$5,000,000 MetLife Group variable life insurance and employee assistance program benefits, in each case, for twenty-four (24) months following the Separation Date, subject to your payment of any required employee contributions consistent with those contributions required of active employees of the Company (and which benefits shall be coterminous with your entitlement to COBRA health benefits continuation).

4. *Outplacement Benefits.* The Company shall provide you with outplacement benefits up to a maximum cost of \$50,000.

5. *Equity Grants.* In accordance with the Equity Plan and your applicable award agreements granted thereunder, your outstanding equity awards shall be subject to the following treatment:

- a. a prorated portion of your unvested RSUs (as defined in your applicable award agreement), including any accrued dividend equivalents in respect of such RSUs, shall become nonforfeitable, based on the number of full months you were employed during the period set forth in the vesting schedule applicable to your applicable award agreement, which shall become payable to you in accordance with Section 7 of your applicable award agreement;
- b. a number of Performance Shares (as defined in your applicable award agreement) as determined pursuant to Section 2 of your applicable award agreement at the conclusion of the Performance Period (as defined in your applicable award agreement) shall vest as if you had remained in continuous employment with the Company Group based on the number of whole months that you were employed by the Company Group during the Performance Period, which shall become payable to you in accordance with Section 5(a) of your applicable award agreement.

You acknowledge and agree that the list of your outstanding equity grants that are eligible for the vesting treatment described above following the Separation Date (subject to performance conditions if applicable) is set forth on Schedule I. Except as provided in this Exhibit A, all unvested equity grants shall be forfeited as of the Separation Date. Notwithstanding anything herein to the contrary, all equity grants (whether currently vested or that shall become vested as outlined in this paragraph) shall be governed by the relevant terms of the award agreements and the equity incentive plan or plans under which such grants were issued, except as necessary to take into account modifications made by this paragraph.

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**Schedule I**  
**Equity Awards Eligible for Prorated Vesting**

Equity Grant*	Grant Date	Vesting Schedule	Prorated Portion Subject to Vesting	Vesting and Settlement Date
2023 RSUs	2/14/2023	Vesting in 3 equal annual installments beginning on the first anniversary of the grant date	90,394** (this reflects 13/24 months of vesting)	As soon as reasonably practicable following the Separation Date
2023 Performance Shares***	2/14/2023	Subject to 3-year performance period that ends December 31, 2025	27/36 months would vest (the number of Performance Shares that ultimately vest will be based on actual performance between 0% and 200% of target, depending on performance)	Within 3 months following the Performance Period
2024 RSUs	2/13/2024	Vesting in 3 equal annual installments beginning on the first anniversary of the grant date	136,546** (this reflects 13/36 months of vesting)	As soon as reasonably practicable following the Separation Date
2024 Performance Shares***	2/13/2024	Subject to 3-year performance period that ends December 31, 2026	15/36 months would vest (the number of Performance Shares that ultimately vest will be based on actual performance between 0% and 200% of target, depending on performance)	Within 3 months following the Performance Period

\* Your 2022 RSUs will vest in full (i.e., no pro-ration) in February 2025 and your 2022 Performance Shares will vest in full, subject to performance achievement (i.e., the number of Performance Shares that ultimately vest will be based on actual performance between 0% and 200% of target, depending on performance). All figures in this Schedule I are estimates and will be finalized upon your termination of employment and applicable performance achievement.

\*\* Amount of shares does not include accrued dividend equivalents with respect to such award, which will also be subject to vesting.

\*\*\* Vesting and determination of amount of shares that would vest remains subject to achievement of Company performance targets through the applicable performance period.

**Dana Announces Leadership Transition and Actions to Accelerate Value Creation**

Appoints Current Dana Director R. Bruce McDonald as Chairman and CEO

Announces Plan to Sell Off-Highway Business

Initiates \$200 Million Cost Reduction Plan

Confirms 2024 Full-Year Guidance Ranges for Sales, Adjusted EBITDA and Free Cash Flow

**MAUMEE, Ohio, November 25, 2024** – Dana Incorporated (NYSE: DAN) today announced the appointment of R. Bruce McDonald, a member of the Dana Board of Directors, as Chairman and Chief Executive Officer, effective immediately. Mr. McDonald's appointment follows the retirement of James Kamsickas as Chief Executive Officer and his departure from the Board. Mr. Kamsickas will remain as an advisor to the Company through March 2025 to support the transition. The Board has retained a leading executive search firm to identify the Company's next permanent CEO.

Keith Wandell, Dana's Lead Independent Director, said, "Jim is an exceptional leader with more than 18 years as a CEO in the industry. He led Dana through one of the industry's most challenging periods while successfully building a high-performance culture, enabling a world-class manufacturing company and assembling a portfolio of leading products and technologies. The Board and Jim agreed that now is the right time to transition the leadership of Dana, and we thank Jim for his many contributions over his nine years leading the Company and wish him all the best."

Mr. Kamsickas said, "I am proud of the work the Dana team has done over the past decade to grow revenues and successfully enhance the technology to serve all mobility markets no matter what type of propulsion they may use. It has been an honor to lead this talented global team during that time and I am confident the Company is well positioned for the future."

Mr. Wandell continued, "We continue to have confidence in the long-term opportunity in the mobility industry, however it is undergoing a significant transformation, including protracted cost pressures and demand uncertainty. To address these challenges and deliver more value to customers and shareholders, Dana is taking action to streamline the business, unlock the value of its Off-Highway business and further reduce costs. Bruce is an experienced public company CEO in our industry with significant M&A expertise, and we are confident that he is the right person to oversee this transformation while the Board conducts a search for a permanent successor."

**Plan to Sell Off-Highway Business**

Dana today also announced it has engaged financial advisors Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC to sell its Off-Highway business, which the Board believes will unlock substantial value for shareholders. The Off-Highway business provides drive and motion systems for heavy-duty vehicles in markets such as agriculture, materials handling, mining, construction and forestry. A sale will position Dana with a streamlined go-to-market approach focused on serving its light and commercial vehicle customers, with traditional and electrified products that are largely shared across the remaining portfolio. Proceeds from a potential sale will enable Dana to strengthen its balance sheet through substantially reduced leverage, and to return capital to shareholders.

While the Company and its advisors believe there is strong interest in the Off-Highway business, there can be no assurance that the sale process for Off-Highway will result in a transaction. There is no timeframe for the conclusion of the process, and the Company does not intend to comment further regarding this matter unless and until further disclosure is determined to be appropriate.

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## Cost Reduction Actions

While Dana continues to improve its profitability in a challenging operating environment, the Company announced further actions to support sustained long-term profitability and enhanced cash flow generation. This includes substantial reductions in selling, general & administrative costs across all the Company's businesses and engineering expenses to match current industry dynamics, including the ongoing delay in the adoption of electric vehicles. The Company expects to deliver annualized savings of approximately \$200 million by 2026. Furthermore, the Company plans to reduce capital spending to reflect the revised market demand for electric vehicles.

Bruce McDonald, Chief Executive Officer said, "Dana is committed to a strategy that accelerates value creation and has taken action to flex its cost structure and generate efficiencies by leveraging its core strengths through current market conditions. It is clear that further actions are needed, and I am confident that the new incremental cost reductions, paired with the benefits of a potential Off-Highway sale, will enhance shareholder value. Following the Off-Highway business sale, we believe Dana will have an adjusted EBITDA margin and free cash flow margin in excess of current levels."

Mr. McDonald continued, "Dana is differentiated by leading technology innovation and a track record of continuous improvement. My conviction in our businesses, the team and the opportunities to capitalize on the EV transition over the long term remain strong. I look forward to stepping into my new role as CEO at such an important time for Dana and will work diligently alongside the Board and management team to deliver on these actions and drive value for Dana shareholders."

## Reaffirms 2024 Full-Year Guidance Ranges

Dana is also reaffirming its previously announced guidance ranges for sales of \$10.2 to \$10.4 billion, Adjusted EBITDA of \$855 to \$895 million and free cash flow of \$90 to \$110 million for full year 2024, as outlined in the Company's third quarter 2024 earnings announcement on October 30, 2024.

## About R. Bruce McDonald

R. Bruce McDonald is a senior executive with over 30 years of experience in the automotive and manufacturing industries and significant expertise. Mr. McDonald has been a member of the Dana Board of Directors since 2014. He is also the retired chairman and chief executive officer of Adient plc., a global mobility supplier. He previously served as executive vice president and vice chairman of Johnson Controls, Inc., a global manufacturer of automotive, power and building solutions from 2014 to 2016.

Mr. McDonald also served as executive vice president and chief financial officer of Johnson Controls from 2005 to September 2014. Before joining Johnson Controls as vice president and corporate controller in 2001, he was vice president for finance at TRW Automotive.

Prior to his appointment as Chairman of the Board, Mr. McDonald served on Dana's Audit Committee and as chair of the Nominating and Corporate Governance Committee.

## Forward-Looking Statements

Certain statements and projections contained in this news release are, by their nature, forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on our current expectations, estimates, and projections about our industry and business, management's beliefs, and certain assumptions made by us, all of which are subject to change. Forward-looking statements can often be identified by words such as "anticipates," "expects," "intends," "plans," "predicts," "believes," "seeks," "estimates," "may," "will," "should," "would," "could," "potential," "continue," "ongoing," and similar expressions, and variations or negatives of these words. These forward-looking statements are not guarantees of future results and are subject to risks, uncertainties, and assumptions that could cause our actual results to differ materially and adversely from those expressed in any forward-looking statement.

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Dana's Annual Report on Form 10-K, subsequent Quarterly Reports on Form 10-Q, recent Current Reports on Form 8-K, and other Securities and Exchange Commission filings discuss important risk factors that could affect our business, results of operations and financial condition. The forward-looking statements in this news release speak only as of this date. Dana does not undertake any obligation to revise or update publicly any forward-looking statement for any reason.

### **About Dana Incorporated**

Dana is a leader in the design and manufacture of highly efficient propulsion and energy-management solutions that power vehicles and machines in all mobility markets across the globe. The company is shaping sustainable progress through its conventional and clean-energy solutions that support nearly every vehicle manufacturer with drive and motion systems; electrodynamic technologies, including software and controls; and thermal, sealing, and digital solutions.

Based in Maumee, Ohio, USA, the company reported sales of \$10.6 billion in 2023 with 42,000 people in 31 countries across six continents. With a history dating to 1904, Dana was named among the "World's Most Ethical Companies" for 2023 and 2024 by Ethisphere and as one of "America's Most Responsible Companies 2023" by Newsweek. The company is driven by a high-performance culture that focuses on valuing others, inspiring innovation, growing responsibly, and winning together, earning it global recognition as a top employer. Learn more at [dana.com](https://dana.com).

**Craig Barber, +1-419-699-4990, [craig.barber@dana.com](mailto:craig.barber@dana.com)**

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