

FIRSTENERGY CORP.
Second Amended and Restated Executive Compensation Recoupment Policy

Originally Adopted: January 21, 2014
Amended and Restated: October 2, 2023

WHEREAS, the Company adopted the Executive Compensation Recoupment Policy (the “*Policy*”) on January 21, 2014 for the purpose of establishing guidelines for the recovery of compensation from certain officers of the Company upon the occurrence of certain enumerated triggers pursuant to the Dodd-Frank Act; and

WHEREAS, the Policy was amended and restated on September 16, 2019 (the “*First Amended and Restated Policy*”) to, among other things, permit recovery of compensation in the event of an Executive Officer’s detrimental activity; and

WHEREAS, the Compensation Committee desires to revise the First Amended and Restated Policy to align and confirm coordination with the FirstEnergy Executive Compensation Clawback Policy by adopting this Second Amended and Restated Executive Compensation Recoupment Policy (this “*Second Amended and Restated Policy*”), effective October 2, 2023 (the “*Effective Date*”).

I. Defined Terms.

For purpose of this Second Amended and Restated Policy, the following terms have the following meanings:

“*Accounting Restatement*” means an accounting restatement (a) due to the material noncompliance of the Company with any financial reporting requirement under the U.S. securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or (b) that corrects an error that is not material to previously issued financial statements, but would result in a material misstatement if the error were not corrected the current period or left uncorrected in the current period.

“*Company*” means FirstEnergy Corp.

“*Compensation Committee*” means the Compensation Committee of the Board of Directors of the Company.

“*Detrimental Activity*” means an Executive Officer’s: (a) use for profit or disclosure to unauthorized persons of confidential information or trade secrets of the Company or any of its subsidiaries; or (b) breach of any contract with or violation of any fiduciary obligation to the Company or any of its subsidiaries, that results in (or was reasonably likely to result in) significant operational, financial or reputational harm to the Company or any of its subsidiaries, such breach or violation may include, but is not limited to, engagement in any unethical conduct, fraud, dishonesty, violations of Company policy or the law, recklessness, gross negligence,

failure to act, or other misconduct including but not limited to sexual harassment or misconduct, data security and/or privacy violations, or criminal activities; or (c) engagement in conduct described in (b) above that, even absent a breach of contract or violation of any fiduciary duty, is (or was reasonably likely to be) materially detrimental to the Company or any of its subsidiaries; in each case as determined by the Compensation Committee reasonably and in good faith.

“**Dodd-Frank Act**” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any amendments thereto.

“**Equity Award**” means service-based or performance-based stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares or other stock-based awards granted, vested or accrued under any Company (or any of its subsidiaries) equity or equity-based compensation plan or agreement and payable in cash or Shares.

“**Erroneously Awarded Compensation**” means the amount of Incentive-Based Compensation Received during the applicable Recovery Period, which exceeds the amount of Incentive-Based Compensation that otherwise would have been received by such Executive Officer during such Recovery Period had such amount been determined based on restated amounts, computed without regard to any taxes paid. For Incentive-Based Compensation based on, or derived from, stock price or total shareholder return where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement, the amount shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was determined. In this case, the Company shall maintain documentation of such determination.

“**Executive Officer**” means a Section 16 Officer, as well as current or former members of the Company’s Executive Council.

“**Financial Reporting Measure**” means measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part from such measures. For purposes of this policy, stock price and total shareholder return are Financial Reporting Measures and for purposes of clarity, a measure need not be presented in the Company’s financial statements or included in a filing with the SEC to be considered a Financial Reporting Measure for purposes of this Second Amended and Restated Policy.

“**Incentive-Based Compensation**” means any Equity Award and any Non-Equity Incentive Compensation that is granted, earned or vested based wholly, or in part, upon the attainment of a Financial Reporting Measure during the Recovery Period.

“**Non-Equity Incentive Compensation**” means any variable cash compensation awarded, paid or to be paid to an Executive Officer.

Incentive-Based Compensation is deemed “**Received**” in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation

award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

“Recovery Period” means the three completed fiscal years immediately preceding the date as of which the Company is required to prepare an Accounting Restatement is the earlier to occur of: (i) the date that the Board, applicable Board committee, or officers authorized to take action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare the Accounting Restatement or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare the Accounting Restatement. The Recovery Period also includes any transition period resulting from a change in the Company’s fiscal year within or immediately following those three completed fiscal years (provided, however, that if a transition period between the last day of the Company’s previous fiscal year end and the first day of its new fiscal year comprises a period of nine to 12 months, such period would be deemed to be a completed fiscal year).

“Section 16 Officer” means any current or former “Section 16 officer” of the Company within the meaning of Rule 16a-1(f) under the Exchange Act, as determined by the Board of Directors. Section 16 Officer includes, at a minimum, “executive officers” as defined in Rule 3b-7 under the Exchange Act and identified under Item 401(b) of Regulation S-K.

“Shares” means shares of the Company’s common stock, \$0.10 par value.

II. Recoupment Policy

A. Accounting Restatement

It is the policy of the Company that, if the Company is required to prepare an Accounting Restatement at any time after January 1, 2014, the Company shall, to the extent permitted by applicable law, require reimbursement of compensation (in an amount described below) from each Executive Officer who was granted, vested in or accrued Erroneously Award Compensation, regardless of whether the Executive Officer engaged in misconduct or otherwise caused or contributed to the requirement for the restatement.

1. Section 16 Officers

The Compensation Committee shall initiate recovery of Erroneously Awarded Compensation Received by any Section 16 Officer on or after October 2, 2023, pursuant to the terms of the FirstEnergy Compensation Clawback Policy. The Compensation Committee may, in its discretion, recover Erroneously Awarded Compensation Received by a Section 16 Officer after January 1, 2014, but before October 2, 2023. For the avoidance of doubt, the Company may not recover Erroneously Awarded Compensation from a Section 16 Officer for a specific Recovery Period under both this Second Amended and Restated Policy and the FirstEnergy Compensation Clawback Policy.

2. Executive Council Members

The Compensation Committee may, in its discretion, recover any Erroneously Awarded Compensation Received on or after January 1, 2014 by a member of Executive Council that is not also a Section 16 Officer.

3. Intentional Misconduct

Notwithstanding anything in this policy to the contrary, if the Compensation Committee reasonably, and in good faith, determines that an Accounting Restatement was the result of the intentional misconduct of an Executive Officer, then the amount to be recovered with respect to any Non-Equity Incentive Compensation paid to (or otherwise earned by or accrued for) such Executive Officer or Equity Award granted to or accrued by such Executive Officer (or in which such Executive Officer vested) shall be the entire amount paid, earned, accrued, granted, vested or realized, as the case may be, thereunder; provided, however, that any amounts required to be recovered from a Section 16 Officer under the FirstEnergy Compensation Clawback Policy shall not also be recoverable under this Section II(A)(3).

B. Detrimental Activity

It is also the policy of the Company that, if the Compensation Committee reasonably, and in good faith, determines that any Executive Officer has engaged in Detrimental Activity on or after the September 16, 2019, then the Compensation Committee may direct the Company and its subsidiaries to, subject to the terms of this Second Amended and Restated Policy, use prompt and reasonable efforts to reduce, cancel, terminate or recover from such Executive Officer all (or any portion) of Non-Equity Incentive Compensation or Equity Awards (plus any amounts attributable to such Non-Equity Incentive Compensation or Equity Awards) that was granted to or accrued by such Executive Officer or in which such Executive Officer vested during the three-year period preceding the date of (or after) such Detrimental Activity as the Compensation Committee reasonably and in good faith deems appropriate. In making its determinations, the Compensation Committee may, but is not required, to consider the tax consequences of such reduction, cancellation, termination, or recovery actions.

C. Notwithstanding anything herein to the contrary, it is intended that this Second Amended and Restated Policy be administered in a manner that will comply with applicable law and securities exchange listing requirements.

III. General.

A. The rights to recoupment set forth in this Second Amended and Restated Policy are in addition to any other rights that the Company may have against any Executive Officer, including any remedies at law or in equity. Application of this Second Amended and Restated Policy does not preclude the Company from taking any other action to enforce an Executive Officer's obligations to the Company, including termination of employment or institution of civil or criminal proceedings.

B. This Second Amended and Restated Policy shall be administered by the Compensation Committee, which shall have sole discretion as to the manner in which recovery

or, if permissible, such reduction, cancellation or termination, of compensation is sought from an Executive Officer. For the avoidance of doubt, the Compensation Committee shall not have any discretion with respect to the recovery of compensation from Section 16 Officers under the FirstEnergy Compensation Clawback Policy. Recovery (or reduction, cancellation or termination) of compensation may be obtained in any manner deemed reasonable and consistent with the purpose of this Second Amended and Restated Policy by the Compensation Committee, including (i) reducing future incentive compensation by forfeiture or otherwise, (ii) seeking repayment of incentive compensation paid to the Executive Officer (including the proceeds of the sale of any Shares received as incentive compensation), (iii) or a combination of the foregoing. All actions by the Compensation Committee to recover, reduce, cancel or terminate compensation under this policy shall be taken in accordance with applicable law.

C. This Second Amended and Restated Policy shall apply only to Equity Awards or awards for Non-Equity Incentive Compensation granted on or after January 1, 2014.

D. For purposes of recovering compensation under Section II of this Second Amended and Restated Policy, the Compensation Committee shall establish procedures to effectuate such recovery, which procedures shall include the documentation of any recovery efforts.

E. The Company shall take all appropriate steps to inform Executive Officers of this policy, so that this Second Amended and Restated Policy shall be enforceable to the fullest extent legally permissible. These steps may include, but not be limited to, providing that this Second Amended and Restated Policy shall be acknowledged annually by Executive Officers, and incorporating the terms of this policy into the terms of any employment agreement, performance-based compensation plan or incentive award agreement (or other arrangement) applicable to an Executive Officer.

F. By way of emphasis and not limitation, this Second Amended and Restated Policy does not apply to restatements that the Compensation Committee determines are required or permitted under generally accepted accounting principles in connection with the adoption or implementation of a new accounting standard or caused by the Company's decision to implement a change in accounting method or approach as permitted by applicable law.

G. The Company shall not indemnify any Executive Officer against (a) the loss of any Erroneously Awarded Compensation that is recouped pursuant to the terms of this policy, or (b) any claims relating to the Company's enforcement of its rights under the Second Amended and Restated Policy. The Company shall not enter into any agreement that exempts any Incentive-Based Compensation from application of this Second Amended and Restated Policy or that waives any right of the Company's to recover any Erroneously Awarded Compensation and any such agreement entered into before or after the Effective Date of this policy shall be superseded by the terms of this Second Amended and Restated Policy.

H. Any dispute, controversy or claim arising out of or relating to this Second Amended and Restated Policy shall be settled by binding arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I. The Compensation Committee is authorized to amend this Second Amended and Restated Policy at its sole discretion and at any time without the consent of any Executive Officer even if such amendment is to the detriment of the Executive Officer.

J. Notwithstanding anything herein to the contrary, nothing in this Second Amended and Restated Policy prevents any Executive Officer from providing, without prior notice to the Company or its subsidiaries, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purpose of clarity Executive Officers are not prohibited from providing information voluntarily to the United States Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended.