

Tower International Recoupment Policy

This Policy applies to all Incentive Compensation (defined below) paid or provided by Tower International, Inc. (“Company”) and/or its subsidiaries to their current or former executive officers (and their beneficiaries, heirs, executors, administrators or other legal representatives). For purposes of this Policy, the term “executive officer” shall have the meaning assigned such term under proposed Rule 10D-1 under the Securities Exchange Act of 1934 (the “Exchange Act”) issued by the Securities and Exchange Commission (“SEC”) on July 1, 2015.

For purposes of this Policy, “Incentive Compensation” means bonuses (whether in cash or other property) and equity-based compensation, including stock options, restricted stock and restricted stock units, that is granted, earned or vested based wholly or in part upon the attainment of a financial reporting measure.

Any Incentive Compensation received by or in respect of an executive officer from the Company and/or its subsidiaries during the three completed fiscal years immediately preceding the date that the Company is required to prepare a restatement of its previously issued financial statements to correct a material error shall be subject to recovery to the extent the Incentive Compensation exceeds the amount that would have been paid or provided had the Incentive Compensation been based on the restated results, as determined by the Board of Directors of the Company (the “Board”) or the Compensation Committee of the Board (the “Compensation Committee”). Without limitation of the foregoing, any Incentive Compensation shall be subject to recoupment in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations or policies thereunder or as is otherwise required by applicable law or stock exchange listing conditions.

Additionally, without limitation of the foregoing, all Incentive Compensation paid or provided to an individual will be subject to forfeiture and/or recoupment by the Company if the Board and/or the Compensation Committee determines that (i) the individual engaged in, or knowingly permitted, intentional misconduct pertaining to any financial reporting requirement under the Federal securities laws resulting in the Company being required to prepare and file an accounting restatement with the SEC as a result of such misconduct; or (ii) the individual engaged in, or knowingly permitted, any fraud, theft, misappropriation, embezzlement or dishonesty to the material detriment of the Company’s financial results as filed with the SEC.

The Board and/or the Compensation Committee will determine, in its sole discretion, the method for recouping Incentive Compensation which may include, without limitation:

- (a) requiring reimbursement of cash incentive compensation previously paid;
- (b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity-based awards;
- (c) offsetting the recouped amount from any compensation otherwise owed by the Company and/or its subsidiaries to the individual; and/or
- (d) cancelling outstanding vested or unvested equity awards.

Incentive Compensation shall be subject to recoupment under this Policy except to the extent that it would be impracticable to do so. Recoupment would be impracticable if the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered, or if recovery would violate applicable home country law. Before concluding that it would be impracticable to recover any amount of erroneously awarded compensation based on expense of enforcement, the Board and/or the Compensation Committee shall first make a reasonable attempt to recover such Incentive Compensation.

Rights of recoupment under this Policy are in addition to, and not in lieu of, any other remedies or rights of recoupment (or clawback) that may be available to the Company pursuant to the terms of any similar policy or provision in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.

The Board and/or the Compensation Committee may amend this Policy from time to time in its discretion, including as it deems necessary or appropriate to reflect rules or regulations adopted by the SEC under Section 10D of the Exchange Act and to comply with any rules or standards adopted by a national securities exchange on which the Company's shares are listed. The Board and/or Compensation Committee may terminate this Policy at any time.

Any determination made by the Board or the Compensation Committee under this Policy shall be final and binding on all affected individuals.

Adopted July 16, 2015