

# GOODYEAR TIRE & RUBBER CO /OH/

## **FORM 8-K** (Current report filing)

Filed 06/08/17 for the Period Ending 06/07/17

Address	1144 E MARKET ST AKRON, OH 44316
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Industry	Tires & Rubber Products
Sector	Consumer Cyclical
Fiscal Year	12/31

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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):

June 7, 2017

# The Goodyear Tire & Rubber Company

(Exact name of registrant as specified in its charter)

Ohio

1-1927

34-0253240

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

200 Innovation Way, Akron, Ohio

44316-0001

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

330-796-2121

Not Applicable

Former name or former address, if changed since last report

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))

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.

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[Top of the Form](#)

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

On June 7, 2017, the Compensation Committee of the Board of Directors of The Goodyear Tire & Rubber Company approved forms of grant agreements under the 2017 Performance Plan for non-qualified stock options, non-qualified stock options with tandem stock appreciation rights, incentive stock options, performance shares, cash-based performance units and restricted stock units.

**Item 9.01 Financial Statements and Exhibits.**

- 10.1 Form of Non-Qualified Stock Option Grant Agreement
  - 10.2 Form of Non-Qualified Stock Option with tandem Stock Appreciation Right Grant Agreement
  - 10.3 Form of Incentive Stock Option Grant Agreement
  - 10.4 Form of Performance Share Grant Agreement
  - 10.5 Form of Executive Performance Unit Grant Agreement
  - 10.6 Form of Restricted Stock Unit Retention Grant Agreement
  - 10.7 Form of Restricted Stock Unit Annual Grant Agreement
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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.

The Goodyear Tire & Rubber Company

*June 8, 2017*

*By: David L. Bialosky*

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*Name: David L. Bialosky*

*Title: Senior Vice President, General Counsel and Secretary*

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Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
10.1	Form of Non-Qualified Stock Option Grant Agreement
10.2	Form of Non-Qualified Stock Option with tandem Stock Appreciation Right Grant Agreement
10.3	Form of Incentive Stock Option Grant Agreement
10.4	Form of Performance Share Grant Agreement
10.5	Form of Executive Performance Unit Grant Agreement
10.6	Form of Restricted Stock Unit Retention Grant Agreement
10.7	Form of Restricted Stock Unit Annual Grant Agreement

## Exhibit 10.1 – Non-Qualified Stock Option Grant Agreement

1. These Non-Qualified Stock Options for the number of shares of Common Stock indicated on the grant summary page (the “Non-Qualified Stock Options”) are granted to you under and are governed by the terms and conditions of the 2017 Performance Plan of The Goodyear Tire & Rubber Company, adopted effective April 10, 2017 (as amended from time to time, the “Plan”), and this Grant Agreement. As your stock options are conveyed and managed online, your online acceptance constitutes your agreement to and acceptance of all terms and conditions of the Plan and this Grant Agreement. You also agree that you have read and understand the Plan and this Grant Agreement. Capitalized terms used but not defined in this Grant Agreement have the meanings set forth in the Plan.
2. You may exercise the Non-Qualified Stock Options granted pursuant to this Grant Agreement through (1) a cash payment in the amount of the full option exercise price of the shares being purchased (including a simultaneous exercise and sale of the shares of Common Stock thereby acquired and use of the proceeds from such sale to pay the exercise price, to the extent permitted by law) (a “cash exercise”), (2) a payment in full shares of Common Stock having a Fair Market Value on the date of exercise equal to the full option exercise price of the shares of Common Stock being purchased (a “share swap exercise”), or (3) a combination of the cash exercise and share swap exercise methods. Any exercise of these Non-Qualified Stock Options shall be by written notice stating the number of shares of Common Stock to be purchased and the exercise method, accompanied with the payment, and proper proof of ownership if the share swap exercise method is used. You shall be required to meet the tax withholding obligations arising from any exercise of Non-Qualified Stock Options.
3. As further consideration for the Non-Qualified Stock Options granted to you hereunder, you must remain in the continuous employ of the Company or one or more of its Subsidiaries from the Date of Grant to the date or dates the Non-Qualified Stock Options become exercisable as set forth on the grant summary page of this Grant Agreement before you will be entitled to exercise the Non-Qualified Stock Options granted. The Non-Qualified Stock Options you have been granted shall not in any event be exercisable after your termination of employment except as provided in paragraph 4 below for “Retirement” (defined as termination of employment at any age after 30 or more years, or at age 55 or older with at least 10 years, of continuous service with the Company and its Subsidiaries), death, “Disability” (defined as termination of employment while receiving benefits under a long-term disability income plan provided by a government or sponsored by the Company or one of its Subsidiaries), or termination of your employment by the Company and its Subsidiaries other than for Cause (as defined below). Notwithstanding the foregoing, in the event of a Change in Control while this grant is outstanding, the Non-Qualified Stock Options shall be subject to the applicable provisions of Section 14 of the Plan. For the avoidance of doubt, the Non-Qualified Stock Options you have been granted shall not be exercisable after termination of employment as a result of your voluntary resignation (other than your Retirement), except as otherwise may be provided pursuant to Section 14 of the Plan in the event of a Change in Control.
4. Except as otherwise may be provided pursuant to Section 14 of the Plan in the event of a Change in Control, the Non-Qualified Stock Options terminate automatically and shall not be exercisable by you from and after the date on which you cease to be an employee of the Company or one of its Subsidiaries for any reason other than your death, Retirement, Disability, or termination of your employment by the Company and its Subsidiaries other than for Cause. In the event of your death, Retirement or Disability while an employee of the Company or one of its Subsidiaries (and having been an employee continuously since the Date of Grant) on any date which is more than six (6) months after the Date of Grant of the Non-Qualified Stock Options specified on the grant summary page of this Grant Agreement, the Non-Qualified Stock Options shall become immediately exercisable and, except as provided below in the event of your death while an employee, shall be exercisable by you for the lesser of (a) the remainder of the term of the Non-Qualified Stock Option grant or (b) five years. In the event of your death while an employee, the Non-Qualified Stock Options may be exercised for the lesser of (x) the remainder of the term of the Non-Qualified Stock Option grant or (y) three years after your date of death by the person or persons to whom your rights in the options passed by your will or according to the laws of descent and distribution. In the event of termination of your employment by the Company and its Subsidiaries other than for death, Disability or Cause, any vested Non-Qualified Stock Options shall remain exercisable by you for 90 days following the date of termination of your employment. For purposes of this Grant Agreement, “Cause” means (i) the continued failure by you to substantially perform your duties with the Company or its affiliates (other than any such failure resulting from your incapacity due to physical or mental illness), (ii) your engaging in conduct which is demonstrably injurious to the Company or its affiliates, monetarily or otherwise, (iii) your committing any felony or any crime involving fraud, breach of trust or misappropriation, or (iv) any breach or violation of any agreement relating to your employment with the Company or its affiliates where the Committee, in its sole but reasonable discretion, determines that such breach or violation materially and adversely affects the Company or any affiliate. Nothing contained herein shall restrict the right of the Company or any of its Subsidiaries or affiliates to terminate your employment at any time, with or without Cause.
5. The Non-Qualified Stock Options shall not in any event be exercisable after the expiration of ten years from the Date of Grant specified on the grant summary page of this Grant Agreement and, to the extent not exercised, shall automatically terminate at the end of such ten-year period.
6. Certificates, or other evidence of beneficial ownership, for the shares of Common Stock purchased will be deliverable to you or your agent, duly accredited to the satisfaction of the Company, at the principal office of the Company in Akron, Ohio, or at such other place acceptable to the Company as may be designated by you.
7. In the event your employment with the Company and its Subsidiaries is terminated for any reason whatsoever (whether voluntarily or involuntarily) and within 18 months after such termination date you accept employment with a competitor of, or otherwise engage in competition with, the Company, the Committee, in its sole discretion, may require you to return, or (if not received) to forfeit, to the Company the economic value of the Non-Qualified Stock Options granted hereunder which you have realized or obtained by your exercise at any time on or after the date which is six months prior to the date of termination of your employment with the Company. Additionally, all Non-Qualified Stock Options granted to you hereunder which you have not exercised shall be automatically cancelled upon commencement of your competitive engagement.

8. Each Non-Qualified Stock Option granted is not transferable by you otherwise than by will or the laws of descent and distribution, and is exercisable during your lifetime only by you.

9. All rights conferred upon you under the provisions of this Grant Agreement are personal and, except under the provisions of paragraph 8 of this Grant Agreement, no assignee, transferee or other successor in interest shall acquire any rights or interests whatsoever under this Grant Agreement, which is made exclusively for the benefit of you and the Company.

10. Any notice to you under this Grant Agreement shall be sufficient if in writing and if delivered to you or mailed to you at the address on record in the Executive Compensation Department. Any notice to the Company under this Grant Agreement shall be sufficient if in writing and if delivered to the Executive Compensation Department of the Company in Akron, Ohio, or mailed by registered mail directed to the Company for the attention of the Executive Compensation Department at 200 Innovation Way, Akron, Ohio 44316-0001. Either you or the Company may, by written notice, change the address. This Grant Agreement shall be construed and shall take effect in accordance with the laws of the State of Ohio.

11. Each Non-Qualified Stock Option may be exercised only at the times and to the extent, and is subject to all of the terms and conditions, set forth in this Grant Agreement, and in the Plan, including any rule or regulation adopted by the Committee.

12. In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to the information provided in this Grant Agreement and any changes thereto, other appropriate personal and financial data about you such as home and business addresses and other contact information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By accepting this Grant Agreement, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, if you are not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

13. By accepting this Grant Agreement, you acknowledge that a copy of the Plan, the Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "Prospectus Information") either have been received by or provided to you, and you consent to receiving the Prospectus Information electronically, or, in the alternative, agree to contact the Executive Compensation Department of the Company to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept this Grant Agreement on the terms and subject to the conditions set forth herein and in the Plan.

## Exhibit 10.2 – Non-Qualified Stock Option with tandem Stock Appreciation Right Grant Agreement

1. These Non-Qualified Stock Options for the number of shares of Common Stock indicated on the grant summary page (the “Non-Qualified Stock Options”) and the Stock Appreciation Rights granted in tandem with the Non-Qualified Stock Options (the “SARs”) are granted to you under and are governed by the terms and conditions of the 2017 Performance Plan of The Goodyear Tire & Rubber Company, adopted effective April 10, 2017 (as amended from time to time, the “Plan”), and this Grant Agreement. As your stock options are conveyed and managed online, your online acceptance constitutes your agreement to and acceptance of all terms and conditions of the Plan and this Grant Agreement, including a recognition of the Company’s right to specify whether or not you may exercise either the Non-Qualified Stock Options or the SARs at the time you notify the Company of your intent to exercise. In the event that you are, or become subject to taxation under the laws of the United States of America at any time prior to the expiration date, the grant hereunder shall be deemed to be a Non-Qualified Stock Option and not a SAR for so long as you remain subject to such tax laws. You also agree that you have read and understand the Plan and this Grant Agreement. Capitalized terms used but not defined in this Grant Agreement have the meanings set forth in the Plan.
2. If the Company approves the exercise of a Non-Qualified Stock Option, you may exercise the Non-Qualified Stock Options granted pursuant to this Grant Agreement through (1) a cash payment in the amount of the full option exercise price of the shares being purchased (including a simultaneous exercise and sale of the shares of Common Stock thereby acquired and use of the proceeds from such sale to pay the exercise price, to the extent permitted by law) (a “cash exercise”), (2) a payment in full shares of Common Stock having a Fair Market Value on the date of exercise equal to the full option exercise price of the shares of Common Stock being purchased (a “share swap exercise”), or (3) a combination of the cash exercise and share swap exercise methods. Any exercise of these Non-Qualified Stock Options shall be by written notice stating the number of shares of Common Stock to be purchased and the exercise method, accompanied with the payment, and proper proof of ownership if the share swap exercise method is used. You shall be required to meet the tax withholding obligations arising from any exercise of Non-Qualified Stock Options.
3. If the Company approves the exercise of the SARs, written notice must be given to the Company stating the number of shares of Common Stock in respect of which the SARs are being exercised. In due course, you will receive payment in cash in an amount equal to the excess, if any, of the Fair Market Value of one share of Common Stock on the date of exercise of the SARs over the Option Exercise Price per Share specified in respect of the Non-Qualified Stock Options multiplied by the number of shares of Common Stock in respect of which the SARs shall have been exercised. Such payment shall be subject to reduction for withholding taxes.
4. As further consideration for the Non-Qualified Stock Options and SARs granted to you hereunder, you must remain in the continuous employ of the Company or one or more of its Subsidiaries from the Date of Grant to the date or dates the Non-Qualified Stock Options and SARs become exercisable as set forth on the grant summary page of this Grant Agreement before you will be entitled to exercise the Non-Qualified Stock Options and SARs granted. The Non-Qualified Stock Options and SARs you have been granted shall not in any event be exercisable after your termination of employment except as provided in paragraph 5 below for “Retirement” (defined as termination of employment at any age after 30 or more years, or at age 55 or older with at least 10 years, of continuous service with the Company and its Subsidiaries), death, “Disability” (defined as termination of employment while receiving benefits under a long-term disability income plan provided by a government or sponsored by the Company or one of its Subsidiaries), or termination of your employment by the Company and its Subsidiaries other than for Cause (as defined below). Notwithstanding the foregoing, in the event of a Change in Control while this grant is outstanding, the Non-Qualified Stock Options and SARs shall be subject to the applicable provisions of Section 14 of the Plan. For the avoidance of doubt, the Non-Qualified Stock Options and SARs you have been granted shall not be exercisable after termination of employment as a result of your voluntary resignation (other than your Retirement), except as otherwise may be provided pursuant to Section 14 of the Plan in the event of a Change in Control.
5. Except as otherwise may be provided pursuant to Section 14 of the Plan in the event of a Change in Control, the Non-Qualified Stock Options and SARs terminate automatically and shall not be exercisable by you from and after the date on which you cease to be an employee of the Company or one of its Subsidiaries for any reason other than your death, Retirement, Disability, or termination of your employment by the Company and its Subsidiaries other than for Cause. In the event of your death, Retirement or Disability while an employee of the Company or one of its Subsidiaries (and having been an employee continuously since the Date of Grant) on any date which is more than six (6) months after the Date of Grant specified on the grant summary page of this Grant Agreement, the Non-Qualified Stock Options and SARs shall become immediately exercisable and, except as provided below in the event of your death while an employee, shall be exercisable by you for the lesser of (a) the remainder of the term of the Non-Qualified Stock Option/SAR grant or (b) five years. In the event of your death while an employee, the Non-Qualified Stock Options and SARs may be exercised for the lesser of (x) the remainder of the term of the Non-Qualified Stock Option/SAR grant or (y) three years after your date of death by the person or persons to whom your rights in the options passed by your will or according to the laws of descent and distribution. In the event of termination of your employment by the Company and its Subsidiaries other than for death, Disability or Cause, any vested Non-Qualified Stock Options and SARs shall remain exercisable by you for 90 days following the date of termination of your employment. For purposes of this Grant Agreement, “Cause” means (i) the continued failure by you to substantially perform your duties with the Company or its affiliates (other than any such failure resulting from your incapacity due to physical or mental illness), (ii) your engaging in conduct which is demonstrably injurious to the Company or its affiliates, monetarily or otherwise, (iii) your committing any felony or any crime involving fraud, breach of trust or misappropriation, or (iv) any breach or violation of any agreement relating to your employment with the Company or its affiliates where the Committee, in its sole but reasonable discretion, determines that such breach or violation materially and adversely affects the Company or any affiliate. Nothing contained herein shall restrict the right of the Company or any of its Subsidiaries or affiliates to terminate your employment at any time, with or without Cause.
6. The Non-Qualified Stock Options and SARs shall not in any event be exercisable after the expiration of ten years from the Date of Grant specified on the grant summary page of this Grant Agreement and, to the extent not exercised, shall automatically terminate at the end of such



ten-year period.

7. Certificates, or other evidence of beneficial ownership, for the shares of Common Stock purchased pursuant to Non-Qualified Stock Options will be deliverable to you or your agent, duly accredited to the satisfaction of the Company, at the principal office of the Company in Akron, Ohio, or at such other place acceptable to the Company as may be designated by you.

8. In the event your employment with the Company and its Subsidiaries is terminated for any reason whatsoever (whether voluntarily or involuntarily) and within 18 months after such termination date you accept employment with a competitor of, or otherwise engage in competition with, the Company, the Committee, in its sole discretion, may require you to return, or (if not received) to forfeit, to the Company the economic value of the Non-Qualified Stock Options or SARs which you have realized or obtained by your exercise of the Non-Qualified Stock Options or SARs granted hereunder at any time on or after the date which is six months prior to the date of termination of your employment with the Company. Additionally, all Non-Qualified Stock Options or SARs granted to you hereunder which you have not exercised shall be automatically cancelled upon commencement of your competitive engagement.

9. Each Non-Qualified Stock Option and SAR granted are not transferable by you otherwise than by will or the laws of descent and distribution, and are exercisable during your lifetime only by you.

10. All rights conferred upon you under the provisions of this Grant Agreement are personal and, except under the provisions of paragraph 9 of this Grant Agreement, no assignee, transferee or other successor in interest shall acquire any rights or interests whatsoever under this Grant Agreement, which is made exclusively for the benefit of you and the Company.

11. Any notice to you under this Grant Agreement shall be sufficient if in writing and if delivered to you or mailed to you at the address on record in the Executive Compensation Department. Any notice to the Company under this Grant Agreement shall be sufficient if in writing and if delivered to the Executive Compensation Department of the Company in Akron, Ohio, or mailed by registered mail directed to the Company for the attention of the Executive Compensation Department at 200 Innovation Way, Akron, Ohio 44316-0001. Either you or the Company may, by written notice, change the address. This Grant Agreement shall be construed and shall take effect in accordance with the laws of the State of Ohio.

12. Each Non-Qualified Stock Option and/or SAR may be exercised only at the times and to the extent, and is subject to all of the terms and conditions, set forth in this Grant Agreement, and in the Plan, including any rule or regulation adopted by the Committee.

13. Your purchase of shares of Common Stock pursuant to the Non-Qualified Stock Options shall automatically reduce by a like number the shares of Common Stock subject to the SARs and, conversely, your exercise of any SARs shall automatically reduce by a like number the shares of Common Stock available for purchase by you under the Non-Qualified Stock Options.

14. In agreeing to accept this grant, you clearly acknowledge that The Goodyear Tire & Rubber Company assumes no responsibility for any regulatory or tax consequences that arise from either the grant or exercise of the Non-Qualified Stock Options or the SARs, whether under U.S. or foreign law, rules, regulations or treaties.

15. Prior to the exercise of a Non-Qualified Stock Option or SAR, written notice must be given to the Company of your intent to exercise. The Company will then advise you whether or not you may exercise a Non-Qualified Stock Option or SAR and upon receiving such advice you may then exercise the Non-Qualified Stock Option or the SAR.

16. In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to the information provided in this Grant Agreement and any changes thereto, other appropriate personal and financial data about you such as home and business addresses and other contact information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By accepting this Grant Agreement, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, if you are not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

17. By accepting this Grant Agreement, you acknowledge that a copy of the Plan, the Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "Prospectus Information") either have been received by or provided to you, and you consent to receiving the Prospectus Information electronically, or, in the alternative, agree to contact the Executive Compensation Department of the Company to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept this Grant Agreement on the terms and subject to the conditions set forth herein and in the Plan.

### Exhibit 10.3 – Incentive Stock Option Grant Agreement

1. These Incentive Stock Options for the number of shares of Common Stock indicated on the grant summary page (the “Incentive Stock Options”) are granted to you under and are governed by the terms and conditions of the 2017 Performance Plan of The Goodyear Tire & Rubber Company, adopted effective April 10, 2017 (as amended from time to time, the “Plan”), and this Grant Agreement. As your stock options are conveyed and managed online, your online acceptance constitutes your agreement to and acceptance of all terms and conditions of the Plan and this Grant Agreement. You also agree that you have read and understand the Plan and this Grant Agreement. Capitalized terms used but not defined in this Grant Agreement have the meanings set forth in the Plan.
2. You may exercise the Incentive Stock Options granted pursuant to this Grant Agreement through (1) a cash payment in the amount of the full option exercise price of the shares being purchased (including a simultaneous exercise and sale of the shares of Common Stock thereby acquired and use of the proceeds from such sale to pay the exercise price, to the extent permitted by law) (a “cash exercise”), (2) a payment in full shares of Common Stock having a Fair Market Value on the date of exercise equal to the full option exercise price of the shares of Common Stock being purchased (a “share swap exercise”), or (3) a combination of the cash exercise and share swap exercise methods. Any exercise of these Incentive Stock Options shall be by written notice stating the number of shares of Common Stock to be purchased and the exercise method, accompanied with the payment, and proper proof of ownership if the share swap exercise method is used. You shall be required to meet the tax withholding obligations arising from any exercise of Incentive Stock Options.
3. As further consideration for the Incentive Stock Options granted to you hereunder, you must remain in the continuous employ of the Company or one or more of its Subsidiaries from the Date of Grant to the date or dates the Incentive Stock Options become exercisable as set forth on the grant summary page of this Grant Agreement before you will be entitled to exercise the Incentive Stock Options granted. The Incentive Stock Options you have been granted shall not in any event be exercisable after your termination of employment except as provided in paragraph 4 below for “Retirement” (defined as termination of employment at any age after 30 or more years, or at age 55 or older with at least 10 years, of continuous service with the Company and its Subsidiaries), death, “Disability” (defined as termination of employment while receiving benefits under a long-term disability income plan provided by a government or sponsored by the Company or one of its Subsidiaries), or termination of your employment by the Company and its Subsidiaries other than for Cause (as defined below). Notwithstanding the foregoing, in the event of a Change in Control while this grant is outstanding, the Incentive Stock Options shall be subject to the applicable provisions of Section 14 of the Plan. For the avoidance of doubt, the Incentive Stock Options you have been granted shall not be exercisable after termination of employment as a result of your voluntary resignation (other than your Retirement), except as otherwise may be provided pursuant to Section 14 of the Plan in the event of a Change in Control.
4. Except as otherwise may be provided pursuant to Section 14 of the Plan in the event of a Change in Control, the Incentive Stock Options terminate automatically and shall not be exercisable by you from and after the date on which you cease to be an employee of the Company or one of its Subsidiaries for any reason other than your death, Retirement, Disability, or termination of your employment by the Company and its Subsidiaries other than for Cause. In the event of your death, Retirement or Disability while an employee of the Company or one of its Subsidiaries (and having been an employee continuously since the Date of Grant) on any date which is more than six (6) months after the Date of Grant of the Incentive Stock Options specified on the grant summary page of this Grant Agreement, the Stock Options shall become immediately exercisable and, except as provided below in the event of your death while an employee, shall be exercisable by you for the lesser of (a) the remainder of the term of the original Incentive Stock Option grant or (b) five years. In the event of your death while an employee, such Stock Options may be exercised for the lesser of (x) the remainder of the term of the original Incentive Stock Option grant or (y) three years after your date of death by the person or persons to whom your rights in the options passed by your will or according to the laws of descent and distribution. The Incentive Stock Options shall become Non-Qualified Stock Options three months following your Retirement or Disability, provided, if you are disabled within the meaning of Code Section 22(e)(3), the Incentive Stock Options shall become Non-Qualified Stock Options one year following such disability. In the event of termination of your employment by the Company and its Subsidiaries other than for death, Disability or Cause, any vested Incentive Stock Options shall remain exercisable by you for three months following the date of termination of your employment. For purposes of this Grant Agreement, “Cause” means (i) the continued failure by you to substantially perform your duties with the Company or its affiliates (other than any such failure resulting from your incapacity due to physical or mental illness), (ii) your engaging in conduct which is demonstrably injurious to the Company or its affiliates, monetarily or otherwise, (iii) your committing any felony or any crime involving fraud, breach of trust or misappropriation, or (iv) any breach or violation of any agreement relating to your employment with the Company or its affiliates where the Committee, in its sole but reasonable discretion, determines that such breach or violation materially and adversely affects the Company or any affiliate. Nothing contained herein shall restrict the right of the Company or any of its Subsidiaries or affiliates to terminate your employment at any time, with or without Cause.
5. The Incentive Stock Options shall not in any event be exercisable after the expiration of ten years from the Date of Grant specified on the grant summary page of this Grant Agreement and, to the extent not exercised, shall automatically terminate at the end of such ten-year period.
6. Certificates, or other evidence of beneficial ownership, for the shares of Common Stock purchased will be deliverable to you or your agent, duly accredited to the satisfaction of the Company, at the principal office of the Company in Akron, Ohio, or at such other place acceptable to the Company as may be designated by you.
7. In the event your employment with the Company and its Subsidiaries is terminated for any reason whatsoever (whether voluntarily or involuntarily) and within 18 months after such termination date you accept employment with a competitor of, or otherwise engage in competition with, the Company, the Committee, in its sole discretion, may require you to return, or (if not received) to forfeit, to the Company the economic value of the Incentive Stock Options granted hereunder which you have realized or obtained by your exercise at any time on or after the date which is six months prior to the date of termination of your employment with the Company. Additionally, all Stock Options granted to you hereunder which you have not exercised shall be automatically cancelled upon commencement of your competitive engagement.

8. Each Incentive Stock Option granted is not transferable by you otherwise than by will or the laws of descent and distribution, and is exercisable during your lifetime only by you.

9. All rights conferred upon you under the provisions of this Grant Agreement are personal and, except under the provisions of paragraph 8 of this Grant Agreement, no assignee, transferee or other successor in interest shall acquire any rights or interests whatsoever under this Grant Agreement, which is made exclusively for the benefit of you and the Company.

10. Any notice to you under this Grant Agreement shall be sufficient if in writing and if delivered to you or mailed to you at the address on record in the Executive Compensation Department. Any notice to the Company under this Grant Agreement shall be sufficient if in writing and if delivered to the Executive Compensation Department of the Company in Akron, Ohio, or mailed by registered mail directed to the Company for the attention of the Executive Compensation Department at 200 Innovation Way, Akron, Ohio 44316-0001. Either you or the Company may, by written notice, change the address. This Grant Agreement shall be construed and shall take effect in accordance with the laws of the State of Ohio.

11. Each Incentive Stock Option may be exercised only at the times and to the extent, and is subject to all of the terms and conditions, set forth in this Grant Agreement and in the Plan, including any rule or regulation adopted by the Committee.

12. In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to the information provided in this Grant Agreement and any changes thereto, other appropriate personal and financial data about you such as home and business addresses and other contact information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By accepting this Grant Agreement, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, if you are not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

13. By accepting this Grant Agreement, you acknowledge that a copy of the Plan, the Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "Prospectus Information") either have been received by or provided to you, and you consent to receiving the Prospectus Information electronically, or, in the alternative, agree to contact the Executive Compensation Department of the Company to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept this Grant Agreement on the terms and subject to the conditions set forth herein and in the Plan.

## Exhibit 10.4 – Performance Share Grant Agreement

1. This Performance Share Grant for the number of Units specified on the grant summary page is granted to you under, and governed by the terms and conditions of, the 2017 Performance Plan of The Goodyear Tire & Rubber Company, adopted effective April 10, 2017 (as amended from time to time, the “Plan”), and this Grant Agreement. As your grant is conveyed and managed online, your online acceptance constitutes your agreement to and acceptance of all terms and conditions of the Plan and this Grant Agreement. You also agree that you have read and understand the provisions of the Plan, this Grant Agreement and Annex A. Capitalized terms used but not defined in this Grant Agreement have the meanings set forth in the Plan.

2. All rights conferred upon you under the provisions of this Grant Agreement are personal to you and no assignee, transferee or other successor in interest shall acquire any rights or interests whatsoever under this Grant Agreement, which is made exclusively for the benefit of you and the Company, except by will or the laws of descent and distribution.

3. Except as otherwise provided in this Section 3 or as may be provided pursuant to Section 14 of the Plan in the event of a Change in Control, the number of Units earned will be determined and contingent upon the extent to which Performance Goals are achieved during a Performance Period, as described in Annex A and as determined by the Committee. As further consideration for the Units granted to you hereunder, except as otherwise provided in this Section 3, you must remain in the continuous employ of the Company or one or more of its Subsidiaries until December 31, 20 \_\_\_\_ (the “Vesting Date”). In the event of your death, “Retirement” (defined as termination of employment at any age after 30 or more years, or at age 55 or older with at least 10 years, of continuous service with the Company and its Subsidiaries) or “Disability” (defined as termination of employment while receiving benefits for a period of not less than one year under a long-term disability income plan provided by a government or sponsored by the Company or one of its Subsidiaries) on any date which is more than six (6) months after the Date of Grant specified on the grant summary page and prior to completion of a Performance Period, you will receive a prorated number of Units. Any such proration will be based on the date of your termination of employment with the Company and actual achievement of the Performance Goals as determined by the Committee following the end of the Performance Period. In the event of your death, Retirement or Disability on or prior to the Vesting Date but after completion of a Performance Period, you will receive the number of Units earned as determined by the Committee following the end of the Performance Period, which will be payable as provided in Section 5. Nothing contained herein shall restrict the right of the Company or any of its Subsidiaries or affiliates to terminate your employment at any time, with or without cause. Further, notwithstanding Section 14(a)(2) of the Plan, in the event that you incur a Severance before or during a Performance Period, the Units with respect to any such Performance Period shall be deemed to have been fully earned at the target amount of the award opportunity specified on the grant summary page, and in the event that you incur a Severance on or prior to the Vesting Date but after completion of a Performance Period, the Units with respect to any such completed Performance Period shall be deemed to have been fully earned in the amount determined by the Committee following the end of the Performance Period.

4. In the event your employment with the Company and its Subsidiaries is terminated for any reason whatsoever (whether voluntarily or involuntarily) and within 18 months after such termination date you accept employment with a competitor of, or otherwise engage in competition with, the Company, the Committee, in its sole discretion, may require you to return, or (if not received) to forfeit, to the Company the payments made (or to be made) hereunder which you have received (or will receive) at any time on or after the date which is six months prior to the date of termination of your employment with the Company. Additionally, all Units granted to you hereunder which are outstanding shall be automatically cancelled upon commencement of your competitive engagement.

5. The Company will pay to you 100% of the total number of whole Units earned in shares of Common Stock (with each Unit being equivalent to one share of Common Stock), less such withholding and payroll taxes as the Company shall determine to be necessary or appropriate. Any payment pursuant to Section 5 of this Grant Agreement shall be made (i) after the Vesting Date but in no event later than March 15, 20 \_\_\_\_; or (ii) in the event of your earlier Severance, within 30 days after your Severance. The number of Units earned will always be rounded down to the nearest whole number, and the Company will not be obligated to issue any fractional shares of Common Stock (or pay any cash in lieu thereof) pursuant to this Grant Agreement. Further, no Dividend Equivalents will be paid or provided pursuant to this Grant Agreement.

6. You will be required to satisfy all Federal, state and local tax and payroll withholding obligations, and any other withholding obligations, arising in respect of any distribution of, or right to receive any distribution of, shares of Common Stock.

7. Any notice to you under this Grant Agreement shall be sufficient if in writing and if delivered to you or mailed to you at the address on record in the Executive Compensation Department. Any notice to the Company under this Grant Agreement shall be sufficient if in writing and if delivered to the Executive Compensation Department of the Company in Akron, Ohio, or mailed by registered mail directed to the Company for the attention of the Executive Compensation Department at 200 Innovation Way, Akron, Ohio 44316-0001. Either you or the Company may, by written notice, change the address. This Grant Agreement shall be construed and shall take effect in accordance with the laws of the State of Ohio.

8. The obligations of the Company under this Grant Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Common Stock in the future, and your rights will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Grant

Agreement.

9. It is intended that this Grant Agreement shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. This Grant Agreement shall be construed, administered and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the Units shall not be deferred, accelerated, extended, paid out, settled, adjusted, substituted, exchanged or modified in a manner that would cause the award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A of the Code or otherwise would subject you to the additional tax imposed under Section 409A of the Code.

Notwithstanding anything contained in this Grant Agreement to the contrary, if you are a “specified employee,” within the meaning of Section 409A of the Code, with December 31 being the specified employee identification date and the following January 1 being the specified employee effective date, on the date you incur a separation from service, then to the extent required in order to comply with Section 409A of the Code, all payments under this Grant Agreement that constitute a “deferral of compensation” within the meaning of Section 409A of the Code, that are provided as a result of a separation from service and that would otherwise be paid during the first six months following such separation from service shall be accumulated through and paid on the first business day that is more than six months following your separation from service (or, if you die during such six-month period, within 90 days after your death).

10. In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to the information provided in this Grant Agreement and any changes thereto, other appropriate personal and financial data about you such as home and business addresses and other contact information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By accepting this Grant Agreement, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, if you are not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

11. By accepting this Grant Agreement, you acknowledge that a copy of the Plan, the Prospectus, and the Company’s most recent Annual Report and Proxy Statement (the “Prospectus Information”) either have been received by or provided to you, and you consent to receiving the Prospectus Information electronically, or, in the alternative, agree to contact the Executive Compensation Department of the Company to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept this Grant Agreement on the terms and subject to the conditions set forth herein and in the Plan.

## **Exhibit 10.5 – [Cash Performance Unit/Executive Performance Unit/Chairman’s Recognition Award] Grant Agreement**

1. This [Cash Performance Unit/Executive Performance Unit/Chairman’s Recognition Award] Grant for the number of Units specified on the grant summary page is granted to you under, and governed by the terms and conditions of, the 2017 Performance Plan of The Goodyear Tire & Rubber Company, adopted effective April 10, 2017 (as amended from time to time, the “Plan”), and this Grant Agreement. As your grant is conveyed and managed online, your online acceptance constitutes your agreement to and acceptance of all terms and conditions of the Plan and this Grant Agreement. You also agree that you have read and understand the provisions of the Plan, this Grant Agreement and Annex A. Capitalized terms used but not defined in this Grant Agreement have the meanings set forth in the Plan.

2. All rights conferred upon you under the provisions of this Grant Agreement are personal to you and no assignee, transferee or other successor in interest shall acquire any rights or interests whatsoever under this Grant Agreement, which is made exclusively for the benefit of you and the Company, except by will or the laws of descent and distribution.

3. Except as otherwise provided in Section 4 or as may be provided pursuant to Section 14 of the Plan in the event of a Change in Control, the number of Units earned (the “Performance Award”) will be determined and contingent upon the extent to which Performance Goals are achieved during a Performance Period, as described in Annex A and as determined by the Committee, and will be paid as provided in Section 7 of this Grant Agreement. All Performance Awards will be paid in cash.

4. As further consideration for the Units granted to you hereunder, except as otherwise provided in this Section 4, you must remain in the continuous employ of the Company or one or more of its Subsidiaries until December 31, 20 \_\_\_\_ (the “Vesting Date”). In the event of your death, “Retirement” (defined as termination of employment at any age after 30 or more years, or at age 55 or older with at least 10 years, of continuous service with the Company and its Subsidiaries) or “Disability” (defined as termination of employment while receiving benefits for a period of not less than one year under a long-term disability income plan provided by a government or sponsored by the Company or one of its Subsidiaries) on any date which is more than six (6) months after the Date of Grant specified on the grant summary page and prior to completion of a Performance Period, you will receive a prorated number of Units. Any such proration will be based on the date of your termination of employment with the Company and actual achievement of the Performance Goals as determined by the Committee following the end of the Performance Period. In the event of your death, Retirement or Disability on or prior to the Vesting Date but after completion of a Performance Period, you will receive the number of Units earned as determined by the Committee following the end of the Performance Period, which will be payable as provided in Section 7. Nothing contained herein shall restrict the right of the Company or any of its Subsidiaries or affiliates to terminate your employment at any time, with or without cause. Further, notwithstanding Section 14(a)(2) of the Plan, in the event that you incur a Severance before or during a Performance Period, the Units with respect to any such Performance Period shall be deemed to have been fully earned at the target amount of the award opportunity specified on the grant summary page, and in the event that you incur a Severance on or prior to the Vesting Date but after completion of a Performance Period, the Units with respect to any such completed Performance Period shall be deemed to have been fully earned in the amount determined by the Committee following the end of the Performance Period.

5. In the event your employment with the Company and its Subsidiaries is terminated for any reason whatsoever (whether voluntarily or involuntarily) and within 18 months after such termination date you accept employment with a competitor of, or otherwise engage in competition with, the Company, the Committee, in its sole discretion, may require you to return, or (if not received) to forfeit, to the Company the payments made (or to be made) hereunder which you have received (or will receive) at any time on or after the date which is six months prior to the date of termination of your employment with the Company. Additionally, all Units granted to you hereunder which are outstanding shall be automatically cancelled upon commencement of your competitive engagement.

6. You will be required to satisfy all Federal, state and local tax and payroll withholding obligations, and any other withholding obligations, arising in respect of any distribution of, or right to receive any distribution of, cash to you. Such withholding obligations will be deducted from your Units.

7. Except as otherwise provided in accordance with an election permitted under a deferred compensation plan approved by the Committee, any payment of a Performance Award shall be made (i) after the Vesting Date but in no event later than March 15, 20 \_\_\_\_; or (ii) in the event of your earlier Severance, within 30 days after your Severance.

8. Any notice to you under this Grant Agreement shall be sufficient if in writing and if delivered to you or mailed to you at the address on record in the Executive Compensation Department. Any notice to the Company under this Grant Agreement shall be sufficient if in writing and if delivered to the Executive Compensation Department of the Company in Akron, Ohio, or mailed by registered mail directed to the Company for the attention of the Executive Compensation Department at 200 Innovation Way, Akron, Ohio 44316-0001. Either you or the Company may, by written notice, change the address. This Grant Agreement shall be construed and shall take effect in accordance with the laws of the State of Ohio.

9. The obligations of the Company under this Grant Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver cash in the future, and your rights will be no greater than that of an unsecured general creditor. No assets of

the Company will be held or set aside as security for the obligations of the Company under this Grant Agreement.

10. It is intended that this Grant Agreement shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. This Grant Agreement shall be construed, administered and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the Units shall not be deferred, accelerated, extended, paid out, settled, adjusted, substituted, exchanged or modified in a manner that would cause the award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A of the Code or otherwise would subject you to the additional tax imposed under Section 409A of the Code.

Notwithstanding anything contained in this Grant Agreement to the contrary, if you are a “specified employee,” within the meaning of Section 409A of the Code, with December 31 being the specified employee identification date and the following January 1 being the specified employee effective date, on the date you incur a separation from service, then to the extent required in order to comply with Section 409A of the Code, all payments under this Grant Agreement that constitute a “deferral of compensation” within the meaning of Section 409A of the Code, that are provided as a result of a separation from service and that would otherwise be paid during the first six months following such separation from service shall be accumulated through and paid (together with interest on any cash amounts at the applicable federal rate under Section 7872(f)(2)(A) of the Code in effect on the date of termination), on the first business day that is more than six months following your separation from service (or, if you die during such six-month period, within 90 days after your death).

11. In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to the information provided in this Grant Agreement and any changes thereto, other appropriate personal and financial data about you such as home and business addresses and other contact information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By accepting this Grant Agreement, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, if you are not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

12. By accepting this Grant Agreement, you acknowledge that a copy of the Plan, the Prospectus, and the Company’s most recent Annual Report and Proxy Statement (the “Prospectus Information”) either have been received by or provided to you, and you consent to receiving the Prospectus Information electronically, or, in the alternative, agree to contact the Executive Compensation Department of the Company to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept this Grant Agreement on the terms and subject to the conditions set forth herein and in the Plan.

## Exhibit 10.6 – Restricted Stock Unit Retention Grant Agreement

1. This Restricted Stock Unit Grant for the number of Units specified on the grant summary page is granted to you under, and governed by the terms and conditions of, the 2017 Performance Plan of The Goodyear Tire & Rubber Company, adopted effective April 10, 2017 (as amended from time to time, the “Plan”), and this Grant Agreement. As your grant is conveyed and managed online, your online acceptance constitutes your agreement to and acceptance of all terms and conditions of the Plan and this Grant Agreement. You also agree that you have read and understand the provisions of the Plan and this Grant Agreement. Capitalized terms used but not defined in this Grant Agreement have the meanings set forth in the Plan.

2. All rights conferred upon you under the provisions of this Grant Agreement are personal to you and no assignee, transferee or other successor in interest shall acquire any rights or interests whatsoever under this Grant Agreement, which is made exclusively for the benefit of you and the Company, except by will or the laws of descent and distribution.

3. As consideration for the Units granted to you hereunder, except as otherwise provided in this Section 3 or as may be provided pursuant to Section 14 of the Plan in the event of a Change in Control, you must remain in the continuous employ of the Company or one or more of its Subsidiaries until **[insert vesting schedule]** (each a “Vesting Date”). In the event of your death or “Disability” (defined as termination of employment while receiving benefits for a period of not less than one year under a long-term disability income plan provided by a government or sponsored by the Company or one of its Subsidiaries) prior to a Vesting Date and on any date which is more than six (6) months after the Date of Grant of the Units specified on the grant summary page of this Grant Agreement, you will receive a prorated number of Units. Any such proration will be based on the date of your termination of employment with the Company. Nothing contained herein shall restrict the right of the Company or any of its Subsidiaries or affiliates to terminate your employment at any time, with or without cause. In the event of a Change in Control while this grant is outstanding, the Units shall be subject to the applicable provisions of Section 14 of the Plan, and in the event that you incur a Severance prior to a Vesting Date, the Units shall be deemed to have been fully earned.

4. In the event your employment with the Company and its Subsidiaries is terminated for any reason whatsoever (whether voluntarily or involuntarily) and within 18 months after such termination date you accept employment with a competitor of, or otherwise engage in competition with, the Company, the Committee, in its sole discretion, may require you to return, or (if not received) to forfeit, to the Company the payments made (or to be made) hereunder which you have received (or will receive) at any time on or after the date which is six months prior to the date of termination of your employment with the Company. Additionally, all Units granted to you hereunder which are outstanding shall be automatically cancelled upon commencement of your competitive engagement.

5. The Company will pay to you 100% of the total number of whole Units earned in shares of Common Stock (with each Unit being equivalent to one share of Common Stock), less such withholding and payroll taxes as the Company shall determine to be necessary or appropriate. Any payment pursuant to Section 5 of this Grant Agreement shall be made (i) after each Vesting Date but in no event later than the March 15 of the year following such Vesting Date; or (ii) in the event of your earlier Severance, within 30 days after your Severance. The number of Units earned will always be rounded down to the nearest whole number, and the Company will not be obligated to issue any fractional shares of Common Stock (or pay any cash in lieu thereof) pursuant to this Grant Agreement.

6. Each Unit will be credited with one Dividend Equivalent on each date on which cash dividends are paid on shares of the Common Stock (and each fraction of a Unit shall be credited with a like fraction of a Dividend Equivalent). Dividend Equivalents (and fractions thereof, if any) will be automatically translated into Units by dividing the dollar amount of such Dividend Equivalents by the Fair Market Value of the Common Stock on the date the relevant Dividend Equivalents are accrued to your account. The number of Units (and any fractions thereof) resulting will be credited to your account (in lieu of the dollar amount of such Dividend Equivalent) and shall continually be denominated in Units, and shall remain unvested, until vested and converted for payment as provided in this Grant Agreement.

7. You will be required to satisfy all Federal, state and local tax and payroll withholding obligations, and any other withholding obligations, arising in respect of any distribution of, or right to receive any distribution of, shares of Common Stock.

8. Any notice to you under this Grant Agreement shall be sufficient if in writing and if delivered to you or mailed to you at the address on record in the Executive Compensation Department. Any notice to the Company under this Grant Agreement shall be sufficient if in writing and if delivered to the Executive Compensation Department of the Company in Akron, Ohio, or mailed by registered mail directed to the Company for the attention of the Executive Compensation Department at 200 Innovation Way, Akron, Ohio 44316-0001. Either you or the Company may, by written notice, change the address. This Grant Agreement shall be construed and shall take effect in accordance with the laws of the State of Ohio.

9. The obligations of the Company under this Grant Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Common Stock in the future, and your rights will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Grant Agreement.



10. It is intended that this Grant Agreement shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. This Grant Agreement shall be construed, administered and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the Units shall not be deferred, accelerated, extended, paid out, settled, adjusted, substituted, exchanged or modified in a manner that would cause the award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A of the Code or otherwise would subject you to the additional tax imposed under Section 409A of the Code.

Notwithstanding anything contained in this Grant Agreement to the contrary, if you are a “specified employee,” within the meaning of Section 409A of the Code, with December 31 being the specified employee identification date and the following January 1 being the specified employee effective date, on the date you incur a separation from service, then to the extent required in order to comply with Section 409A of the Code, all payments under this Grant Agreement that constitute a “deferral of compensation” within the meaning of Section 409A of the Code, that are provided as a result of a separation from service and that would otherwise be paid during the first six months following such separation from service shall be accumulated through and paid on the first business day that is more than six months following your separation from service (or, if you die during such six-month period, within 90 days after your death). You will be deemed to have a “separation from service” on the date of your termination, if after the date of your termination you are not reasonably anticipated to provide a level of bona fide services to the Company or any affiliate that exceeds 25% of the average level of bona fide services provided by you in the immediately preceding 36 months (or, if less, the full period of services to the Company or any affiliate).

11. In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to the information provided in this Grant Agreement and any changes thereto, other appropriate personal and financial data about you such as home and business addresses and other contact information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By accepting this Grant Agreement, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, if you are not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

12. By accepting this Grant Agreement, you acknowledge that a copy of the Plan, the Prospectus, and the Company’s most recent Annual Report and Proxy Statement (the “Prospectus Information”) either have been received by or provided to you, and you consent to receiving the Prospectus Information electronically, or, in the alternative, agree to contact the Executive Compensation Department of the Company to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept this Grant Agreement on the terms and subject to the conditions set forth herein and in the Plan.

## Exhibit 10.7 – Restricted Stock Unit Annual Grant Agreement

1. This Restricted Stock Unit Annual Grant for the number of Units specified on the grant summary page is granted to you under, and governed by the terms and conditions of, the 2017 Performance Plan of The Goodyear Tire & Rubber Company, adopted effective April 10, 2017 (as amended from time to time, the “Plan”), and this Grant Agreement. As your grant is conveyed and managed online, your online acceptance constitutes your agreement to and acceptance of all terms and conditions of the Plan and this Grant Agreement. You also agree that you have read and understand the provisions of the Plan and this Grant Agreement. Capitalized terms used but not defined in this Grant Agreement have the meanings set forth in the Plan.

2. All rights conferred upon you under the provisions of this Grant Agreement are personal to you and no assignee, transferee or other successor in interest shall acquire any rights or interests whatsoever under this Grant Agreement, which is made exclusively for the benefit of you and the Company, except by will or the laws of descent and distribution.

3. As consideration for the Units granted to you hereunder, except as otherwise provided in this Section 3 or as may be provided pursuant to Section 14 of the Plan in the event of a Change in Control, you must remain in the continuous employ of the Company or one or more of its Subsidiaries until \_\_\_\_, 20 \_\_\_\_ (the “Vesting Date”). In the event of your death, “Retirement” (defined as termination of employment at any age after 30 or more years, or at age 55 or older with at least 10 years, of continuous service with the Company and its Subsidiaries) or “Disability” (defined as termination of employment while receiving benefits for a period of not less than one year under a long-term disability income plan provided by a government or sponsored by the Company or one of its Subsidiaries) prior to the Vesting Date and on any date which is more than six (6) months after the Date of Grant of the Units specified on the grant summary page of this Grant Agreement, you will receive a prorated number of Units. Any such proration will be based on the date of your termination of employment with the Company. Nothing contained herein shall restrict the right of the Company or any of its Subsidiaries or affiliates to terminate your employment at any time, with or without cause. In the event of a Change in Control while this grant is outstanding, the Units shall be subject to the applicable provisions of Section 14 of the Plan, and in the event that you incur a Severance prior to the Vesting Date, the Units shall be deemed to have been fully earned.

4. In the event your employment with the Company and its Subsidiaries is terminated for any reason whatsoever (whether voluntarily or involuntarily) and within 18 months after such termination date you accept employment with a competitor of, or otherwise engage in competition with, the Company, the Committee, in its sole discretion, may require you to return, or (if not received) to forfeit, to the Company the payments made (or to be made) hereunder which you have received (or will receive) at any time on or after the date which is six months prior to the date of termination of your employment with the Company. Additionally, all Units granted to you hereunder which are outstanding shall be automatically cancelled upon commencement of your competitive engagement.

5. The Company will pay to you 100% of the total number of whole Units earned in shares of Common Stock (with each Unit being equivalent to one share of Common Stock), less such withholding and payroll taxes as the Company shall determine to be necessary or appropriate. Any payment pursuant to Section 5 of this Grant Agreement shall be made (i) after the Vesting Date but in no event later than the March 15 of the year following such Vesting Date; or (ii) in the event of your earlier Severance, within 30 days after your Severance. The number of Units earned will always be rounded down to the nearest whole number, and the Company will not be obligated to issue any fractional shares of Common Stock (or pay any cash in lieu thereof) pursuant to this Grant Agreement.

6. Each Unit will be credited with one Dividend Equivalent on each date on which cash dividends are paid on shares of the Common Stock (and each fraction of a Unit shall be credited with a like fraction of a Dividend Equivalent). Dividend Equivalents (and fractions thereof, if any) will be automatically translated into Units by dividing the dollar amount of such Dividend Equivalents by the Fair Market Value of the Common Stock on the date the relevant Dividend Equivalents are accrued to your account. The number of Units (and any fractions thereof) resulting will be credited to your account (in lieu of the dollar amount of such Dividend Equivalent) and shall continually be denominated in Units, and shall remain unvested, until vested and converted for payment as provided in this Grant Agreement.

7. You will be required to satisfy all Federal, state and local tax and payroll withholding obligations, and any other withholding obligations, arising in respect of any distribution of, or right to receive any distribution of, shares of Common Stock.

8. Any notice to you under this Grant Agreement shall be sufficient if in writing and if delivered to you or mailed to you at the address on record in the Executive Compensation Department. Any notice to the Company under this Grant Agreement shall be sufficient if in writing and if delivered to the Executive Compensation Department of the Company in Akron, Ohio, or mailed by registered mail directed to the Company for the attention of the Executive Compensation Department at 200 Innovation Way, Akron, Ohio 44316-0001. Either you or the Company may, by written notice, change the address. This Grant Agreement shall be construed and shall take effect in accordance with the laws of the State of Ohio.

9. The obligations of the Company under this Grant Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Common Stock in the future, and your rights will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Grant

## Agreement.

10. It is intended that this Grant Agreement shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. This Grant Agreement shall be construed, administered and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the Units shall not be deferred, accelerated, extended, paid out, settled, adjusted, substituted, exchanged or modified in a manner that would cause the award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A of the Code or otherwise would subject you to the additional tax imposed under Section 409A of the Code.

Notwithstanding anything contained in this Grant Agreement to the contrary, if you are a “specified employee,” within the meaning of Section 409A of the Code, with December 31 being the specified employee identification date and the following January 1 being the specified employee effective date, on the date you incur a separation from service, then to the extent required in order to comply with Section 409A of the Code, all payments under this Grant Agreement that constitute a “deferral of compensation” within the meaning of Section 409A of the Code, that are provided as a result of a separation from service and that would otherwise be paid during the first six months following such separation from service shall be accumulated through and paid on the first business day that is more than six months following your separation from service (or, if you die during such six-month period, within 90 days after your death). You will be deemed to have a “separation from service” on the date of your termination, if after the date of your termination you are not reasonably anticipated to provide a level of bona fide services to the Company or any affiliate that exceeds 25% of the average level of bona fide services provided by you in the immediately preceding 36 months (or, if less, the full period of services to the Company or any affiliate).

11. In order to administer the Plan, the Company may process personal data about you. Such data includes, but is not limited to the information provided in this Grant Agreement and any changes thereto, other appropriate personal and financial data about you such as home and business addresses and other contact information, and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By accepting this Grant Agreement, you give explicit consent to the Company to process any such personal data. You also give explicit consent to the Company to transfer any such personal data outside the country in which you work or are employed, including, if you are not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

12. By accepting this Grant Agreement, you acknowledge that a copy of the Plan, the Prospectus, and the Company’s most recent Annual Report and Proxy Statement (the “Prospectus Information”) either have been received by or provided to you, and you consent to receiving the Prospectus Information electronically, or, in the alternative, agree to contact the Executive Compensation Department of the Company to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept this Grant Agreement on the terms and subject to the conditions set forth herein and in the Plan.