

The Goodyear Tire & Rubber Company

AGREEMENT OF VISITOR TO GOODYEAR FACILITIES

This agreement (your commitment accepted by Goodyear) is entered into between "Goodyear" and you as a **Visitor** to (or user of) one or more of Goodyear's facilities (including computer systems) throughout the world. This agreement, after you sign it and until it is terminated by Goodyear or superseded, applies to all of such Goodyear facilities you subsequently visit on one or more occasions. The name "Goodyear" refers to The Goodyear Tire & Rubber Company of Akron, Ohio, U.S.A., and to its affiliated legal entities that own or operate the business activities of the various Goodyear facilities you visit. **Confidential Information** in the facilities may be owned by The Goodyear Tire & Rubber Company or by a Goodyear subsidiary, customer, supplier, or other affiliated or associated firm or company.

Agreement Terms

In consideration of being given access to Goodyear's facilities on one or more occasions, you, as a **Visitor** and representative of your firm or company, agree to abide by Goodyear's rules and regulations and also agree as follows:

1. Confidential Information

Confidential Information is information in Goodyear's possession that is not generally available to the public. As a **Visitor** to Goodyear's facilities, you may be given access to Goodyear's trade secrets or other **Confidential Information**. For example, **Confidential Information** that you as a **Visitor** may acquire during the course of your visits to Goodyear's facilities could include information relating to business plans, finances, products, processes, machines, plant layout, services, research, development, manufacturing, purchasing, data processing, engineering, computers, software, firmware, marketing, merchandising and selling. Other **Confidential Information** could include customer lists, routes or techniques used in product testing, test methods, factory procedures, quality control systems, etc. Whether or not you will acquire **Confidential Information** as a **Visitor** to, or user of, any Goodyear facility on a specific occasion depends on what facility you visit or use, where in the facility you go, and what is available to you at that time.

2. Obligations Not to Use or Disclose Confidential Information

If you as an individual **Visitor**, or your firm or company, has in effect another written agreement with Goodyear relating to specific **Confidential Information**, that agreement will be controlling as to such specific **Confidential Information**. You agree that you will not use or disclose other **Confidential Information** you acquire orally, visually, or in writing during your visits to Goodyear's facilities, except for the benefit of Goodyear and as known and permitted by Goodyear in relation to the reasons for your visiting the facilities. Your obligation as to **Confidential Information** shall extend to all areas within each Goodyear facility you use or visit, unless written records establish that your use or visits were limited to specific areas within the facilities concerned and you have not received information relating to other areas of the facilities.

3. Information Not Regarded as Confidential

Confidential Information does not include information which you can demonstrate by documentary evidence: (a) was, at the time of disclosure to you, available to the general public; or (b) has subsequently become available to you without restriction or to the general public other than by breach of this Agreement and then only after such date; or (c) was in your possession, on a non-confidential basis, prior to its receipt from Goodyear; or (d) was developed independently by you; or (e) has been disclosed by you and become generally available to the public as a requirement of law, regulation or court order. Information shall not be deemed to be available to the general public for the purposes of the above exceptions merely because it is expressed in public literature in general terms not specifically in accordance with the **Confidential Information**.

4. Period of Obligations as to Confidential Information

Your obligations under this agreement not to use and not to disclose **Confidential Information** shall continue for a period of ten (10) years after the date of your last visit to Goodyear's facilities.

5. Waiver of Confidential Disclosure

As a **Visitor** to Goodyear's facilities, you may make disclosures of information to Goodyear and its associates. Information you disclose may be the subject of a specific consulting, technical-services, confidential-disclosure or other written agreement with Goodyear governing respective rights and licenses to the information you disclose. However, unless such written agreement exists and has been signed by an officer of Goodyear, you agree that: (a) information you disclose to Goodyear will not have been received by Goodyear or any of its associates under an obligation of confidence or subject to a restriction on its use; (b) the information shall be non-confidential and unrestricted in use by Goodyear whether or not you or your firm or company expects commercial or other benefit from the disclosure to Goodyear; and (c) any rights of you and your firm or company in relation to the disclosed information shall be determined by whatever patents or copyrights you or your firm or company may have throughout the world.

6. Applicable Law

To the extent permitted by applicable law, this agreement shall be interpreted and construed, and all rights and remedies shall be determined, under laws of the state of Ohio, U.S.A., without reference to its provisions relating to conflicts or choice of law. Modification or waiver of any provision of this agreement, including this provision, must be in writing signed by an officer of The Goodyear Tire & Rubber Company and each **Visitor** subject to the modification or waiver.

AGREED TO AND ACCEPTED, EFFECTIVE AS OF THE DATE INDICATED BELOW, BY THE NAMED INDIVIDUAL AND FIRM OR COMPANY VISITOR.

VISITING INDIVIDUAL:

Last Name First Name Middle Name

Title (printed) Citizenship (printed)

Full Signature of Visiting Individual

Date Signed (month/day/year) Birth Date (month/day/year)

City, State, and Country of Residence (printed)

Firm or Company of Visitor (printed)
Form Received by:

At: _____
Printed Name and Location of Goodyear Facility

The Goodyear Tire & Rubber Company

SUMMARY of the AGREEMENT OF VISITOR TO GOODYEAR FACILITIES (reverse side)

Visitors who, at some time, would or could enter an area of a Goodyear facility and acquire Goodyear **Confidential Information** are required to sign this agreement. The first paragraph explains to you, the *Visitor*, what is meant by the name "Goodyear" (there are many Goodyear subsidiaries).

You only are required to sign the agreement once, whether or not you visit the same or other Goodyear facilities on future occasions. Your signature and birth date uniquely identify you and allow Goodyear to put the data in a computer database so that you need not sign again. (Without your birth date, you could be confused with another person with the same name and Goodyear regards your birth date as less personal than other identification numbers.)

Your citizenship is required to help Goodyear comply with export control laws and regulations administered by United States, European, and Japanese governmental agencies. These agencies control export or release of technical information based on the subject matter, its destination, and various reasons for control (such as nuclear non-proliferation, anti-terrorism, biological warfare, etc.). Most technical information Goodyear has is not subject to control for any of these reasons and you would not be restricted as to it, regardless of your citizenship.

Paragraph 1 of the agreement broadly describes types of **Confidential Information** that could be **Confidential**. You are visiting a Goodyear facility that has **Confidential Information** that could be observed or otherwise acquired and improperly used or disclosed to others.

Paragraph 2 specifies in detail your obligations not to use or disclose to others **Confidential Information** you may acquire during any visit to a Goodyear facility. Because you may represent a company having a separate agreement with Goodyear regarding a specific subject or project, your obligations as to some of the **Confidential Information** would be covered by that agreement. However, the specific agreement probably would not cover all Goodyear trade secret or other **Confidential Information** you would or could acquire from a visit to a confidential area of a facility.

Paragraph 3 says that you have no obligation to Goodyear as to information publicly available, already in your possession when received from Goodyear, independently developed by you, or required by law or court order to be disclosed by you.

Paragraph 4 says that your obligations under the agreement continue for ten (10) years after the date of your last visit to a Goodyear facility.

Paragraph 5 says that information you disclose to Goodyear will be on a non-confidential basis and unrestricted in use by Goodyear. Unless specific subject matter is disclosed under another formal agreement with Goodyear, you and your firm "waive" any claim of confidential disclosure and rely on any patent or copyright coverage you may have or be able to obtain for the protection of your interests.

Paragraph 6 says that, if permitted, Ohio law applies to the agreement and that any modification or waiver of any provision of the agreement must be signed by an officer of Goodyear.

Frequently Asked Questions

1. **Who and what does Goodyear mean by the term "Visitor"?**

A "*Visitor*" can be anyone who visits a Goodyear facility, including contractors, consultants, vendors, suppliers, etc.

2. **Are all "*Visitors*" required to sign the agreement on the reverse side of this page?**

No. The "*Visitor*" is required under Goodyear policy to sign the agreement on the reverse side of this page (Form 408) only if "**NO**" answers are obtained for **all** of the questions in the table below:

Questions	Y/N
Has an Associate Confidentiality & Intellectual Property Agreement (ACIPA, NACIPA, FACIPA, or SACIPA) been signed?	
Has the person previously signed this Form 408?	
Will the person visit only non-confidential areas?	
Will the person <u>not</u> have access to visible or orally-disclosed confidential information?	
Will the person be escorted at all times and limited as to what Confidential Information can be acquired, observed, or heard?	
Is the person a government employee having a statutory right or power to enter and inspect premises (information protected by statute)?	