



POLICIES COVERING ALL THE 9 PRINCIPLES OF BUSINESS RESPONSIBILITY REPORT

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BUSINESS CONDUCT MANUAL

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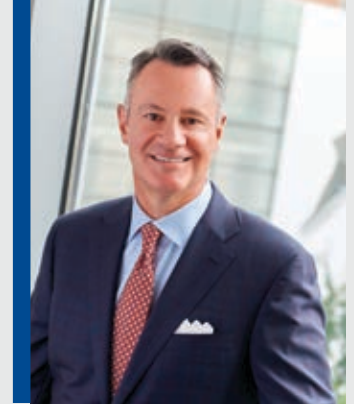
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CHAIRMAN'S LETTER

To all Goodyear Associates,

Since our founding in 1898, Goodyear has built a reputation as a company with the highest standards of integrity. Our commitment continues to this day and is reflected in the [Strategy Roadmap](#) and our overall pledge to Protect Our Good Name.



The Strategy Roadmap defines the core elements on which Goodyear is built and describes the behaviors we require of ourselves and each other. Our expectation for ethical behavior is summarized in “How We’ll Work: Act with Integrity.”

Goodyear’s Business Conduct Manual provides details about some of the ways in which Goodyear associates must act with integrity.

As Goodyear associates, you are required to read the Business Conduct Manual carefully, make sure you understand its principles, read and understand policies referenced in the Manual that apply to your business and conduct yourself accordingly. You are also required to report any known or suspected illegal or unethical behavior or breaches of these policies. Further, if you are a manager, we expect you to ensure that associates who report to you also read, understand and follow these policies. Managers must be available to associates who wish to discuss or report concerns and escalate reported issues as required. Our steadfast focus on behaving ethically will sustain a work environment that includes mutual respect and openness and reinforce our brand and reputation around the world.

We expect you, every day and everywhere we do business, to act with honesty, integrity and respect, and to protect the 120 years and counting legacy of Goodyear’s high-quality people, products and processes.

A handwritten signature in black ink, appearing to read 'Richard J. Kramer', written over a white background.

Richard J. Kramer

Chairman, President and CEO



PROTECT OUR GOOD NAME

HOW TO USE THIS MANUAL

This Business Conduct Manual (“Manual”) will help you understand Goodyear’s commitment to following the highest ethical and legal standards in doing business and recognize and do the “right” thing. The Manual does not cover every law or ethical standard for every situation you may face, but it summarizes many of the legal and ethical requirements we all must follow.

The Manual applies to every associate of the Goodyear family of companies worldwide, so “Goodyear” or “Company” refers to any such company, and “associate” means every director, officer and salaried and hourly associate, unless otherwise specified. In a number of instances, the rules described in this Manual also apply to other people working on our behalf or at our direction, for example contractors, brokers or agents.

TAKE NOTE

This Business Conduct Manual and the policies described in it are not an employment contract. Goodyear does not create any contractual rights by issuing the Manual or the policies.

All information in the Manual is important, whether or not your work today seems to be affected by any particular topic. Goodyear requires you to read and understand this Manual, to ask for help with anything you do not understand, to seek advice regarding particular matters and situations and to report any known or suspected violation that comes to your attention.

For compliance and ethics information or advice, you may contact:

- Your manager;
- Your Human Resources representative;
- The VP, Compliance & Ethics at 1-330-796-6635 (GTN 446-6635); the Director, Compliance & Ethics at 1-330-796-7288 (GTN 446-7288); or a Regional Director, Compliance & Ethics (see [Compliance & Ethics Website: http://go.goodyear.com/ethics/](#) for contact information);
- The VP, Internal Audit at 1-330-796-3143 (GTN 446-3143);
- The [Goodyear Integrity Hotline](#) (phone numbers and web intake form may be accessed at www.goodyear.ethicspoint.com); or
- The Goodyear lawyer responsible for your business or function or the Office of the General Counsel.

Contact	Phone Numbers
Office of the General Counsel, Goodyear Corporate	1-330-796-2408 GTN 446-2408
Associate General Counsel, Americas	1-330-796-9435 GTN 446-9435
Associate General Counsel, Asia Pacific	86-21-6132-6085 GTN 601-6085
Associate General Counsel, Europe, Middle East and Africa	32-2-761-1807 GTN 669-1807

PROTECT OUR GOOD NAME

OTHER RESOURCES

Throughout this Manual, you will find references to Goodyear policies related to, or providing more information about, the subject matter discussed. If you are reviewing the Manual online, policy references are hyperlinks, which will direct you to the policies. If you are reviewing a printed version of the Manual, you can access the complete list of Compliance & Ethics Policies on the [Goodyear Online \(GO\) Policies](https://goodyear.com/reference/policies/) page at [go.goodyear.com/reference/policies/](https://goodyear.com/reference/policies/).

Refer to the Manual whenever you have questions and/or when your job assignment or work situation changes. If you need additional information or materials or to arrange for special training, please contact the Goodyear lawyer responsible for your business or function or the Compliance & Ethics Department.

YOUR RESPONSIBILITY – ASSOCIATE AND MANAGER

ASSOCIATE RESPONSIBILITY

As an associate, it is your responsibility to:

- Know and comply with the policies, laws and regulations that apply to your job and Goodyear, whether stated in this Manual or elsewhere;
- Provide full, accurate, timely and clear information in reports and documents that Goodyear files with, or submits to, government authorities and regulators, including but not limited to the Securities and Exchange Commission, and in other public communications made by Goodyear;
- Report whenever you know or suspect that there has been a violation or if you are asked or directed to do anything you believe would be a violation; and
- Cooperate fully and truthfully in any review or investigation of a possible violation.

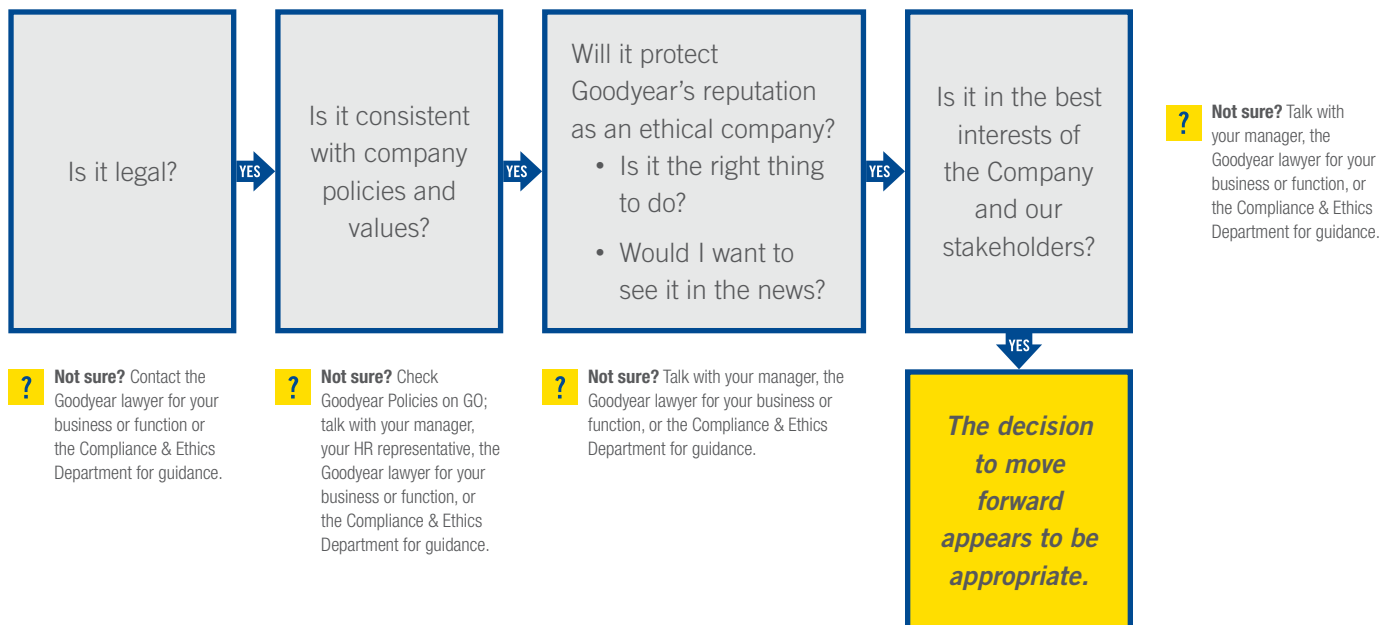
Compliance with the Company's policies and ethical standards is vital to our business success and to Protecting Our Good Name.



ETHICAL DECISION MAKING — ASK YOURSELF:

Not all situations are clear-cut, so good judgment is essential. When in doubt, ask yourself these questions about the action you are considering.

If you are unsure of the right course of action, discuss the matter with one of the listed resources.



If you answer "NO" to any of these questions, the action may have serious consequences. DO NOT DO IT.

PROTECT OUR GOOD NAME

ADDITIONAL RESPONSIBILITIES FOR MANAGERS

If you are a manager, it is also your responsibility to:

- **Lead by example.** Demonstrate your commitment to our high ethical standards through your words and actions.
- **Communicate and Discuss Applicable Policies, Laws and Regulations.** Make sure everyone you manage or supervise understands their obligations and lives up to the spirit and letter of our Compliance & Ethics Policies, the law and regulations. Ensure associates complete all required Compliance & Ethics Training.
- **Monitor and Ensure Compliance by Associates.** Hold everyone accountable for ethical behavior. Ensure our policies and business practices are followed consistently throughout your department, business unit or region.
- **Encourage open and honest communication.** Be open and available to associates who want to discuss a concern, make a report or ask a question. Create an environment that encourages questions and discussions about legal and compliance practices at all levels.
- **Support associates who raise issues.** Treat associate issues seriously and work for a prompt and effective resolution.
- **Protect confidentiality.** Do not share associate issues and concerns with others who do not have a legitimate “need to know.” However, do not guarantee anyone absolute confidentiality, as the Company may be obligated to investigate the concern. All reasonable steps will be taken to safeguard the associate’s identity.

- **Report matters brought to your attention.** If associates report to you concerns regarding questionable or unethical behavior, you are responsible for bringing those concerns to the appropriate department for review and investigation. You may not conduct your own investigation, and you may not simply direct the reporter to “Call the Hotline.” See the [Speak Up! section](#) below for more details ([p. 10](#)).
- **Ensure no retaliation.** Clearly communicate the Company’s strict “no retaliation” policy, which protects associates who report violations in good faith from adverse action because they made the report.

Refer to the following for more information:

- [Leading with Integrity ... A Guide for Managers](#)



THE “DO NOT TRY TO HANDLE YOURSELF” LIST

The following are examples of allegations or matters that must be escalated or referred for investigation. This list is not exhaustive. If you have questions about whether a matter should be referred or escalated, contact the Goodyear lawyer for your business or function.

Product-related matters:

- Any noncompliance with product quality requirements

Financial matters:

- Giving any kickback to a customer or receiving any kickback from a Goodyear supplier/vendor of products or services
- Providing bribes or other improper benefits to a government official
- Benefits offered or given to a customer to encourage or reward the purchase of products
- Theft or fraud, either from Goodyear or by a Goodyear employee, contractor or other third party
- Improper booking/accounting of revenue or expenses
- Intentional misstatement of accounting records
- Inaccurate creating, reporting or falsification of company business and financial records or regulatory submissions
- Exchange of pricing or other proprietary information with competitors

Employee-related matters:

- Unsafe work practices or conditions
- Discrimination or sexual harassment
- Workplace violence
- Accepting or giving improper gifts or entertainment
- Misuse of intellectual property rights
- Conflicts of interest
- Privacy data breaches, misuse of Personally Identifiable Information (PII) or other cybersecurity matters

SPEAK UP!

REPORTING A CONCERN

If you have a concern regarding a compliance and ethics issue, you must make a report to any of the following resources:

- Your manager;
- Your Human Resources representative;
- The VP, Compliance & Ethics, the Director, Compliance & Ethics or a Regional Director, Compliance & Ethics;
- The VP, Internal Audit;
- The [Goodyear Integrity Hotline](#) (phone numbers and web intake form may be accessed at www.goodyear.ethicspoint.com);
- The Goodyear lawyer responsible for your business or function, or the Office of the General Counsel.

WHAT WILL GOODYEAR DO WHEN IT RECEIVES A REPORT THROUGH THE INTEGRITY HOTLINE?

Each report is reviewed by the Goodyear Compliance & Ethics Department to determine how the Company should best review the matter.

Goodyear's Integrity Hotline is operated by a third-party provider that accepts reports, either by telephone or online, and then forwards the reports to Goodyear's Compliance & Ethics Department. The Integrity Hotline is available 24 hours a day, every day of the year.

If you call the Integrity Hotline, translation services are available upon request. You may also submit reports to the Integrity Hotline online in any language.

You may use Goodyear's Integrity Hotline to report a possible violation anonymously. If you do so, you must give enough information about the possible violation for Goodyear to conduct an effective investigation.

Some restrictions on anonymous reporting may apply in certain locations in the European Union because of local privacy laws. Where anonymous reporting is prohibited by local law, you may still make a report to the Integrity Hotline or by contacting one of the resources on [p. 5](#).





RETALIATION IS PROHIBITED

Goodyear strictly prohibits any form of retaliation against individuals who:

- report in good faith known or suspected violations of policy or law (even if those concerns are found to be unsubstantiated) or
- participate and cooperate honestly and completely in an investigation.

Retaliation is serious misconduct and will be punished with severe disciplinary action, up to and including termination of employment and forfeiture of benefits.

If you believe you have experienced retaliation or believe someone else has been retaliated against, report this immediately by contacting one of the resources on [p. 5](#).

Making a report or cooperating in an investigation, however, does not protect individuals from discipline for their own misconduct or wrongdoing. For example, if one associate involved in a scheme to defraud the company reports the illegal activity, s/he is not immune from discipline for his or her own activity.

WHAT HAPPENS IF THERE IS A LEGAL OR POLICY VIOLATION?

Following review of the matter, any associate who:

- Violates, or requests that someone else violate, any Company policy or legal requirement;
- Fails to promptly report a known or suspected violation;
- Conceals or destroys evidence or information related to an investigation or a violation; and/or
- Withholds information from, refuses to cooperate with or provides false information during an investigation of a possible violation

is subject to appropriate discipline, up to and including termination of employment, forfeiture of benefits, and civil and criminal prosecution.

The Company commits to administering disciplinary action and penalties in a consistent, proportionate and lawful manner.

PROTECT OUR TEAM

RESPECT ONE ANOTHER

Goodyear demands a workplace environment that maximizes the potential of its associates and fosters a team spirit in a diverse workforce. To that end,

Goodyear has zero tolerance for acts of harassment and discrimination, based upon consideration of race, color, ethnicity, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information, citizenship status, or other characteristics protected by applicable law. Goodyear also has zero tolerance for any form of workplace violence.

TAKE NOTE

At Goodyear, we respect the unique abilities, experiences, cultures and differences of our associates. Embracing the diversity of our associates enriches our corporate environment, helps to create a business advantage and is an essential component of our success.

Goodyear shall recruit, hire, train, compensate, promote and provide other conditions of employment without regard to an individual's race, color, ethnicity, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information, citizenship status, or other characteristics protected by applicable law. Goodyear will use merit, qualifications and other job-related criteria as the basis for all employment-related decisions affecting associates and applicants.

Goodyear is an equal opportunity employer and provides equal employment opportunities to qualified associates and applicants for employment without regard to race, color, ethnicity, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, genetic information, citizenship status or other characteristics protected by applicable law.

Harassment includes conduct that is unwelcome and unwanted and has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Inappropriate conduct, behavior or material includes offensive name-calling, slurs, taunting, nicknames, epithets, graffiti, jokes, posters, calendars, emails, pictures or other things deemed inappropriate by the Company.

This policy prohibits unwanted sexual advances, requests for sexual favors, and visual, verbal and physical conduct of a sexual nature including but not limited to:

- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct, such as leering; making sexual gestures; or viewing, forwarding or displaying sexually suggestive objects, pictures, cartoons, websites or posters (including on company-provided assets such as mobile devices or computers);
- Verbal conduct, such as making or using derogatory sexual comments, nicknames, epithets, slurs or jokes; graphic verbal commentaries about an individual's body; sexual comments on or inquiries into one's sex life or sexual activities; obscene letters, emails, pictures, graffiti, social media posts, websites or notes; and
- Physical conduct, such as impeding or blocking movements, touching, groping or assaulting.

Refer to the following for more information:

- [Zero Tolerance Policy](#)
- [Global Workplace Fraternalization Policy](#)
- [Social Media/Internet Guidelines](#)
- [Acceptable Use of IT Resources Policy](#)

Q&A

Q: *Is it permissible to have a dating relationship with another Goodyear associate?*

A: Goodyear does not prohibit associates from engaging in consensual romantic or personal relationships. However, these relationships have the potential to create Conflicts of Interest and other issues. As such, associates must promptly report to their manager, Human Resources, or the Law Department any romantic or personal relationship with another associate that may create or appear to create a conflict of interest with their job responsibilities or the interests of Goodyear. Supervisors and managers are strongly discouraged from engaging in romantic or personal relationships with subordinates or lower-level associates. Romantic relationships are prohibited between managers and associates who report to them, or hold positions with authority for promotions or salary decisions. The best time to address any potential issues is before the relationship starts. As always, your conduct must be guided by this Manual and the Global Workplace Fraternization Policy.





WORKPLACE SAFETY AND HEALTH

Safety is a value in every facility and for all Goodyear associates, which means we all must take personal responsibility for our safety and the safety of others around us. We have a simple and straightforward goal for safety at Goodyear and it is reflected by our global safety initiative: No One Gets Hurt. Our goal is that every Goodyear associate and contractor around the world goes home injury-free every day.

Goodyear is committed to operating facilities in compliance with applicable national, provincial, state, and local safety, health and environmental requirements. Management works to ensure that Goodyear's facilities enhance quality of life in the workplace and in the communities in which Goodyear operates. Goodyear associates are responsible for contributing to a culture that reduces risk of injury to themselves, their co-workers and others. Associates should never compromise the safety or health of anyone, including themselves, for the sake of production or other results. Associates must stop work and report to a responsible manager if they know or have reason to believe that a workplace condition poses an unreasonable danger to the safety or health of the associate or others.



SUBSTANCE ABUSE

Goodyear is committed to providing a safe and productive work environment that is free from the influence of alcohol, illegal drugs and misused prescription medication, or certain legal drugs.

The improper use, sale, manufacture, purchase, transfer or possession or being under the influence of the above-noted substances on Company time and property is prohibited.

In the United States, refer to the following for more information:

- [Alcohol and Illegal Drugs Policy](#)

Please consult your local Human Resources representative or the Goodyear lawyer responsible for your business for additional information and policies for your location.

ASSOCIATE PRIVACY

Goodyear is committed to conducting its worldwide business operations in a manner that complies with applicable legal requirements and protects personal privacy. When legal and business requirements make it necessary for Goodyear to acquire, record, process, store and use Personally Identifiable Information (PII), the information must be handled appropriately and securely.

It is the responsibility of every associate to recognize and respect the sensitive and confidential nature of PII. PII is any information related to an identified or identifiable person. PII includes, but is not limited to, name, address, phone number, email address, online identifier (e.g., cookies, device IDs, IP addresses or RFID tags), location data, genetic data, financial profile, personal identification number (e.g., Social Security or government identification number) and credit card information.



Q&A

Q: *We are contracting with a new employee benefits provider, and we will need to transfer associate PII to the provider for it to provide services to Goodyear. How do we handle the transfer of associate PII to a third party?*

- a)** *tell them our data protection requirements and send them a link to our privacy policies*
- b)** *work with the lawyer for your business or function to assess the service provider's capability to protect PII and to include the correct contractual provisions in the agreement and ensure compliance with Goodyear's privacy policies and applicable laws*
- c)** *do not permit transfer to the third party under any circumstances*

A: The correct answer is (b). All contracts involving employee information should include appropriate language about our data protection requirements. Consult the lawyer for your business or function to obtain the correct contractual provisions and ensure compliance with applicable laws. As a general practice, you must limit the data transfer to only that data which is needed for the service to be provided. Moreover, Goodyear should conduct upfront due diligence to ensure the third party adequately protects PII.

Goodyear's [Global Privacy Policy](#), [Associate Privacy Policy](#) and [Online Privacy Policy](#) explain how Goodyear protects the PII that it collects, uses and retains in the course of business operations. As described in those policies, Goodyear will endeavor to collect and retain only those items of PII that are required for business and legal purposes, and will endeavor to use this PII only in ways that are compatible with the purposes for which the PII was collected or subsequently authorized by the individual.

Many jurisdictions, including the European Union ("EU"), have specific laws and requirements that govern how Goodyear may collect and process PII. Associates must be familiar with and follow all applicable laws and policies concerning privacy. There are additional obligations for protecting certain classes of data. For example, there are U.S. laws regarding protection of certain medical or health information, including the requirements of HIPAA. Likewise, the EU's laws apply special protections to "sensitive personal data," which includes data revealing racial or ethnic origin, sexual orientation, political opinions, religious beliefs, trade-union membership and health data (including genetic or biometric data). If questions exist regarding the necessary procedure for data collection or handling PII, contact the Goodyear lawyer responsible for your business or function for assistance or the VP, Compliance & Ethics at 1-330-796-6635 (GTN 446-6635); the Director, Compliance & Ethics at 1-330-796-7288 (GTN 446-7288); or a Regional Director, Compliance & Ethics.

Refer to the following for more information:

- [Global Privacy Policy](#)
- [Online Privacy Policy](#)
- [Associate Privacy Policy](#)
- [HIPAA Privacy Notice \(U.S.\)](#)
- [Acceptable Use of IT Resources Policy](#)



GOVERNMENT BUSINESS AND COMPLIANCE WITH REGULATORY REQUIREMENTS

There are special rules that apply when Goodyear does business with governments and state-owned enterprises. At Goodyear, we are committed to following all applicable laws for transacting in the public marketplace and meeting all obligations imposed by this type of business.

Q&A

Q: *I am working with a consultant to help secure a government truck tires contract in Kazakhstan. The consultant's commission is somewhat higher than we typically pay and he has asked that we pay him in cash. Should we proceed?*

A: First, the consultant must be reviewed as part of Goodyear's anti-bribery due diligence process from the [International Anti-Bribery Compliance Operational Guide](#). Second, high commissions and cash payments are "red flags" of potentially corrupt behavior, especially if you are operating in a country where bribery and corruption are common. Red flags need to be reviewed and MUST be cleared by the Goodyear lawyer for your business or function before proceeding. Contact the Goodyear lawyer responsible for your business or function for assistance.

ANTI-BRIBERY

This section contains an overview of the key provisions of the [Anti-Bribery Policy](#).

The Foreign Corrupt Practices Act ("FCPA") makes it a *crime* under U.S. law:

- to offer, pay, promise to pay or authorize the payment of money or any thing of value to any person while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Non-USA Government Official for the purpose of *obtaining or retaining business or securing any improper advantage*.
- for companies like Goodyear to fail to have sufficient internal controls over financial reporting.
- to knowingly falsify the books and records of publicly traded companies.

TAKE NOTE

Goodyear's Anti-Bribery Policy states that no Goodyear associate will, directly or indirectly, offer, pay, promise to pay, authorize the payment of, receive or accept any improper payment or anything of value to or from anyone, anywhere in the world, in order to obtain or retain business or to secure any improper advantage. We will give up any business opportunity that can be won only by giving an improper or illegal payment, bribe, gift, rebate, kickback or similar inducement.



PROTECT OUR BUSINESS AND ASSETS

For purposes of this policy, the term “**Non-USA Government Official**” means: (a) any official, employee or agent of a Non-USA government (including members of armed forces and police forces), any Non-USA public hospital or public international organization (such as the United Nations, World Bank, EU Commission, etc.); (b) any Non-USA political party official or any candidate for Non-USA political office; or (c) any employee or agent of a Non-USA State-Owned Enterprise. If you have questions about what constitutes a “State-Owned Enterprise,” please refer to the [Glossary of Terms for Anti-Bribery Policy Compliance](#). An increasing number of jurisdictions and countries are also passing and enforcing similar anti-bribery and anti-corruption laws and regulations, for example, Brazil, China, France, Kenya and India.

The United Kingdom (UK) Bribery Act contains similar prohibitions on bribery of Government Officials. In addition to these prohibitions, the UK Bribery Act prohibits the offering, making and receiving of commercial bribes (bribes to and from persons and entities that are not Government Officials).

All Goodyear associates are expected to comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the FCPA, the UK Bribery Act and similar laws enacted in other countries and the Goodyear Anti-Bribery Policy.

Improper payments or things of value may include but are not limited to:

- Cash or cash equivalents (like gift cards or gift certificates)
- Gifts or other tangible items
- Commissions
- Rebates or special discounts
- Kickbacks
- Consulting or other service fees
- Special discounts
- Certain entertainment

- Travel expenses
- Facilitating payments
- Employment or internships
- Charitable donations

where it is known (or suspected) that any part of the payment or thing of value will be provided to a Non-USA Government Official or any other person in order to obtain or retain business and/or to secure any improper advantage for Goodyear.

Q&A

Q: *You are at a customs office and asked to pay the required fee to ship goods, but the customs office employee charges you an extra 10% to be paid in cash and refuses to provide a receipt. What should you do?*

- a)** *Pay it and not tell anyone about the extra amount*
- b)** *Use normal company funds to pay the required fee, but use petty cash for the additional 10%*
- c)** *Offer to make a larger additional payment to induce the official to provide a receipt*
- d)** *Do not pay, leave the office and contact the lawyer for your business or function*

A: The correct answer is (d). You should leave the office and immediately contact the lawyer for your business or function. The customs official may be seeking a Facilitating Payment, which is prohibited under Goodyear policy.

The Goodyear Lawyer for your business or function can help you determine whether the payment is permissible and how to proceed if it is not.



THIRD PARTIES

Third Parties, such as Agents, Distributors, Consultants and Advisors (see Glossary of Terms for Anti-Bribery Policy Compliance), are also prohibited from offering, paying, promising to pay, authorizing the payment of, receiving or accepting any improper payment or anything of value to or from anyone, anywhere in the world, in order to obtain or retain business or to secure any improper advantage for Goodyear.

Goodyear associates are required to ensure that third parties comply with the Anti-Bribery Policy, the FCPA and local laws when acting on behalf of Goodyear. When selecting and retaining third parties, associates must comply with Goodyear's International Anti-Bribery Compliance Operational Guide ("Operational Guide"). Certain Third Parties, defined as Covered Third Parties, are required to undergo Goodyear's anti-bribery due diligence process before they can do business with Goodyear. This process is described more fully in the Operational Guide.

FACILITATING PAYMENTS

"Facilitating Payments" are usually described as payments to *low-level* government employees for securing the performance of certain routine, non-discretionary government actions to which a company is already entitled under local law (for example, processing government papers such as visas, loading/unloading cargo, providing police protection and mail pick-up/delivery). The UK Bribery Act and the laws of many countries prohibit such "facilitating" payments.

TAKE NOTE

FACILITATING PAYMENTS ARE NOT PERMITTED UNDER GOODYEAR'S ANTI-BRIBERY POLICY.

EXTORTION OR DURESS

Payments made under imminent and real threats of violence or harm to associates do not violate the FCPA or the UK Bribery Act. As such, Goodyear's Policy does not prohibit payments made under the real threat of violence or harm if the payment is necessary to protect the health, liberty or safety of the associate or representative. In these situations, the payment must be less than U.S. \$100; written disclosure must be made within 48 hours to the General Counsel of The Goodyear Tire & Rubber Company; and the payment must be properly recorded on Goodyear's books and records.

PROTECT OUR BUSINESS AND ASSETS



POLITICAL CONTRIBUTIONS

The FCPA prohibits giving anything of value to a Non-USA political party or party official, or any candidate for a Non-USA political office, to obtain or retain business or to secure any improper advantage. In addition, other laws restrict contributions to candidates for U.S. federal and other state or local offices, a political party or political committee. A “contribution” may include, among other things, providing the work time of associates or allowing the use of any Company facility or resources. Restrictions may apply to certain individual Goodyear associates, too.

Goodyear policy requires the specific approval of the General Counsel before any contribution out of Company funds can be made to any U.S. or Non-USA political party, party official or political committee, or to a candidate for any U.S. or Non-USA federal, state, provincial, local or other government office. Approval of the General Counsel in advance is also required for contributions out of Company funds to support any ballot issue in the United States, including but not limited to local or state issues such as school bonds or sewer and water assessments.

Refer to the following for more information:

- [Individual Political Activity Policy](#)

CHARITABLE DONATIONS

Associates and third parties are required to ensure that charitable donations made on behalf of the Company are given only to bona fide charities and are used for charitable purposes and not otherwise misapplied. All charitable donations are required to be recorded in the appropriate “Charitable Donations” General Ledger Code as described in the [Global Chart of Accounts](#) and the [Worldwide Accounting Policy](#).

Q&A

Q: *I am the Project Manager for a big plant expansion project. We’ve experienced several delays and are behind schedule. To obtain a necessary permit to have electricity in time for production, the head official at the Ministry of Energy is demanding that we make a substantial contribution to the hospital foundation where his wife is the chief doctor. The hospital foundation is a good charity, and the plant manager is not opposed to the donation. What should we do?*

A: Regardless of whether the hospital is a legitimate charity, this is a request for a donation in exchange for obtaining a business advantage for Goodyear and is prohibited by the FCPA and Goodyear’s Anti-Bribery Policy. Contact the General Counsel or the lawyer for your business or function for more information and instructions.

If a charitable donation is suggested or required by a Government Official, it must be approved in advance and in writing by an Associate General Counsel. This approval documentation must be retained as part of the record for that charitable donation. In addition, charitable donations provided must meet all the criteria listed in the Anti-Bribery Policy under the heading “Charitable Donations.”

For policies or laws applicable in the country or business/function where you work, contact the Goodyear lawyer responsible for your business.

ACQUISITIONS, JOINT VENTURES, PARTNERSHIPS AND OTHER UNIQUE TRANSACTIONS OR INVESTMENTS

Acquisitions, joint ventures, partnerships and other unique transactions or investments require specific due diligence and background check procedures that are appropriate to such transactions. Such procedures, which are outlined in Goodyear's [Anti-Bribery Due Diligence Procedure for Acquisitions and Joint Ventures](#), must be obtained from the General Counsel or any Associate General Counsel. Due diligence and background checks for such transactions will require substantial effort and time to complete. For that reason, early involvement of the Law Department is critical.

GIFTS, TRAVEL, MEALS AND ENTERTAINMENT TO NON-USA GOVERNMENT OFFICIALS

Gifts

Under Goodyear's Anti-Bribery Policy, any gift given to Non-USA Government Officials must meet all the criteria listed in the Anti-Bribery Policy under the heading "Gifts, Travel, Meals and Entertainment to Non-USA Government Officials." All such gifts must be recorded in the Company's books and records using the appropriate "Gifts" General Ledger Code.

Gifts or Donations of Tires

There may be occasions when a gift of tires to a Non-USA government agency or department may have promotional value or be appropriate for other reasons. In addition, it may be appropriate to donate tires to (or give a special tire discount to) a Non-USA government department for mounting on an official vehicle for demonstration or testing purposes. All such gifts or donations of tires must be approved by an officer of Goodyear and an Associate General Counsel. Tires (and special discounts on tires) may not be given to Non-USA Government Officials for use on their personal vehicles or the vehicles of their family members.





Travel and Delegation Visits

There may be occasions when it is appropriate or legally required to provide travel to a Non-USA Government Official, as long as it is done in good faith, not with any corrupt intent or expectation of a favor and is directly related to a bona fide and legitimate business purpose (for example, inspecting a Goodyear manufacturing plant in order to obtain approval for export of tires from such facility). All such travel must be approved in advance by the Regional President or the elected officer for the business or function and the General Counsel or an Associate General Counsel, through the use of the [Travel for Non-USA Government Officials Checklist](#) form, which must be routed electronically through Global Contract Solution (“GCS”). In addition, travel provided must meet all the criteria listed in the Anti-Bribery Policy under the heading “Gifts, Travel, Meals and Entertainment to Non-USA Government Officials.”

Meals and Entertainment

There may be occasions when it is appropriate to provide meals or entertainment to Non-USA Government Officials provided that such meals and/or entertainment are given in good faith and not with any corrupt intent or expectation of a favor and in accordance with all the criteria listed in the Anti-Bribery Policy under the heading “Gifts, Travel, Meals and Entertainment to Non-USA Government Officials.”

GIFTS, TRAVEL, MEALS AND ENTERTAINMENT TO U.S. GOVERNMENT OFFICIALS

Gifts to Government Employees in the U.S.

U.S. federal, state and local government employees are subject to special laws and regulations restricting their receipt of gifts, meals and entertainment or other benefits. Associates must be aware of and comply with all federal, state and local laws and regulations regarding gifts and gratuities. Any meals, travel, lodging or entertainment for U.S. government employees must be approved, in advance and in writing, by the Law Department.

Senate and House Gift and Travel Rules

It is Goodyear’s policy to comply in all respects with all applicable laws and regulations, including the Standing Rules of the U.S. Senate and Rules of the U.S. House of Representatives relating to prohibitions and restrictions on gifts to and travel by Members of the U.S. Senate and the U.S. House of Representatives and their staff. As an organization employing federal lobbyists, Goodyear is prohibited from providing any gift of any value to Members of Congress or congressional employees unless the gift fits squarely within one of the exceptions to the gift ban. Under the Rules, “gift” means any gratuity, favor, discount, entertainment, hospitality, loan, forbearance or other item having monetary value and includes gifts of services, training, transportation, lodging and meals, whether provided in kind, by purchase of a ticket, payment in advance or reimbursement.

Refer to the following for more information:

- [Anti-Bribery Policy](#)
- [International Anti-Bribery Compliance Operational Guide](#)
- [Anti-Bribery Policy Covered Third Party List](#)
- [Senate and House Gift and Travel Rules](#)
- Goodyear [Anti-Bribery Due Diligence Procedure for Acquisitions and Joint Ventures](#)
- [Travel for Non-USA Government Officials Checklist](#)

ANTI-MONEY LAUNDERING

Goodyear is committed to complying fully with applicable anti-money laundering, anti-corruption and terrorist financing laws and regulations throughout the world, and the Company has implemented appropriate procedures to comply with applicable reporting requirements. To support this, Goodyear conducts business only with customers involved in legitimate business activities, with funds derived from legitimate sources.

Failure to comply with these laws could subject the Company to civil and criminal penalties and hurt the Company's reputation.

Money laundering is the act of converting money or other monetary instruments, such as money orders, cashier's checks or traveler's checks, obtained from fraudulent or illegal activities by associates, third parties, criminals, terrorists or others into money or investments that make the funds appear legitimate and prevent tracing them back to their original source.

Be alert to the following activities that have become associated with money laundering:

- Multiple money orders, traveler's checks or large amounts of cash;
- A customer or other third party who is reluctant to provide complete information, provides false or suspicious information, is incorporated in an offshore jurisdiction, for example, British Virgin Islands (BVI), Vanuatu, Guernsey or Seychelles, and/or is anxious to avoid reporting or record-keeping requirements;
- Unusually favorable payment terms or unusual fund transfers to or from foreign countries unrelated to the transaction (see [Accommodation Payments, p. 27](#)); or
- Structuring a transaction to avoid Company requirements, such as conducting multiple transactions below the reportable threshold amounts or an accommodation payment (see [Accommodation Payments, p. 27](#)).

For further guidance on this topic, refer to your applicable local policies and procedures or contact the Goodyear lawyer responsible for your business or function.

Refer to the following for more information:

- [Anti-Money Laundering](#)
- Goodyear [U.S. Export and Foreign Transaction Controls Website](#)



ACCOMMODATION PAYMENTS PROHIBITED

Goodyear requires that payments be made only to the entity that earned them and in the jurisdiction in which they were earned. For example, **never make a payment to an individual (even the owner of an organization) who is different from the organization with which Goodyear conducted business, or to a bank account in a different country from the one in which an organization does business, is incorporated, or in which the goods or services were provided.** Goodyear's policy also prohibits other "favors," such as providing an altered invoice or making a cash payment that is not reflected in Goodyear's records.

Some organizations may request that Goodyear make payments to an affiliated company or third party in another country for legitimate business reasons such as factoring or legal assignments of rights. Review any such requests or other unusual requests for special treatment or exceptions with the Goodyear lawyer responsible for your business or function before agreeing to such payment arrangements. Documentation of this review must be maintained in accordance with Goodyear's business records retention requirements.

TAKE NOTE

Accommodation payments may be an indication of fraud, bribery, money laundering or other suspicious behavior. There are many other signs of fraud that may alert you that something is not right. These are sometimes called "red flags." Some common examples of red flags include:

- *Company culture or history of fraud, misconduct or questionable behavior*
- *Excessive fees, commissions, discounts or bonuses levied/proposed to be levied*
- *Consulting agreements that include only vaguely described services*
- *Third party in a different line of business than that for which it has been engaged*
- *The third party is related to or recommended by a government official*
- *Third party is merely a shell company incorporated in an offshore jurisdiction*
- *The third party refuses to promise or certify in writing to abide by the FCPA, other applicable law or Goodyear policy*

For more information about red flags, please contact the Goodyear lawyer for your business or function or the Compliance & Ethics Department.

CONFLICT OF INTEREST BETWEEN GOODYEAR AND ASSOCIATES

Goodyear expects that all of its associates' actions and decisions will be made objectively and in the best interests of the Company. Associates must be free from any undue influence of personal or outside business interests that may appear to, or actually do, interfere with their working only in Goodyear's best interests. Associates must not place themselves in any situation where they have a direct or indirect interest or connection with outside business activities that relate to any of Goodyear's businesses. Likewise, they must not compete with any Goodyear business, they must not take for themselves a business opportunity that rightfully belongs to the Company, and they must not use corporate property, information or position for personal gain.

The following are examples of conflicts of interest:

- Directly or indirectly through family or others, owning or holding a material interest in a business that is a Goodyear competitor, customer, supplier, agent, contractor or subcontractor, or otherwise does business with the Company; serving in any capacity with such a business as director, employee, consultant or distributor; or directly or indirectly accepting payments, services, loans or anything else of more than nominal value from such a business;
- Diverting business away from Goodyear; using your position within Goodyear to prevent or hinder its ability to compete with others; or receiving an improper commission, gift, kickback, bribe, payment or otherwise profiting, on a Company transaction; or
- Passing on or selling inside information, or acting on inside information to personally take advantage of a business opportunity or transaction offered to Goodyear or that Goodyear has developed; or
- Serving on a board of directors of a Goodyear competitor, supplier, contractor, agent, customer or any entity that has a business relationship with or competes with Goodyear (serving on a board of directors of another organization, including a charitable or nonprofit organization, may be a conflict of interest and should be discussed with your manager).



Q&A

Q: *My brother-in-law is a landscaper and wants to bid on the landscaping contract at the plant where I am located. What should I do?*

A: Depending on your position at the plant, there could be a conflict of interest (for example, if you are the plant manager or finance director, work in the purchasing department or have supervisory oversight for the landscapers).

As soon as you are aware of a possible conflict, you must contact the lawyer responsible for your business or function. The lawyer will help determine if there is a conflict or not and document the situation. In addition, you should:

- Disclose this information to your manager to make him or her aware of the situation;
- Make sure the purchasing department personnel are aware of the situation before the business is awarded; and
- Ensure that you have no influence over the decision on which landscaper will be chosen and no future influence over any decisions to retain or hire the landscaper should your brother-in-law's business be chosen

It is important to avoid both an actual conflict of interest and the appearance of a conflict.



As soon as you discover a potential conflict of interest with Goodyear (preferably before the conflict is actually created), you must report the facts of the situation to the General Counsel or the Goodyear lawyer responsible for your business or function. Goodyear recognizes individual situations may vary and the Company will review each case fully and objectively. Violations will be subject to appropriate discipline, up to and including termination of employment and forfeiture of benefits.

Refer to the following for more information:

- [Conflict of Interest Policy](#)
- [Board of Directors and Executive Officers Conflict of Interest Policy](#)
- [Global Workplace Fraternization Policy](#)
- [Insider Trading Policy](#)

PROTECT OUR BUSINESS AND ASSETS

Q&A

Q: *I am a commercial sales representative and I have a retirement fund managed by a third party. The fund has stocks in many companies, including one of my key accounts, a publicly traded OEM. Is this prohibited by the Conflict of Interest Policy?*

A: Without more, this would not create a conflict under Goodyear's Conflict of Interest Policy. If you become aware of inside information that would impact the share value of the OEM, you are prohibited from trading on the stock and should review Goodyear's Insider Trading Policy for more information.

Moreover, as a sales representative to your key account, you cannot actively trade in the stock of that Goodyear customer.

Likewise, a purchasing associate cannot trade in stocks of suppliers with whom he/she does business.

GIVING AND ACCEPTING GIFTS/ENTERTAINMENT

Business gifts and entertainment on a modest scale are commonly used to build goodwill and strengthen working relationships among business associates. Providing or accepting occasional meals, small company mementos and attending sporting and cultural events may be appropriate in certain circumstances. You should review the [Giving and Accepting Gifts Policy](#) and use good judgment when determining whether a gift, meal or entertainment is appropriate and talk to your manager or the lawyer responsible for your business or function if you have any doubts as to whether a gift, event or expenditure is appropriate.

TAKE NOTE

Gifts and entertainment (received, offered or accepted) should be reported on the [Gift/Entertainment Disclosure form](#) where required.



Q&A

Q: *Is it permissible for a supplier to pay for my airline tickets, hotel or registration for a conference if they are paying for all of the attendees' expenses? What if I am to be a presenter at the conference, and the supplier offers to pay all my expenses in return?*

A: It would not be appropriate for a supplier to pay for your airline tickets, hotel or conference registration fees for your attendance even if they are paying expenses for other attendees. The supplier may pay for the registration fees for the conference if you are speaking or presenting at the conference. However, Goodyear should still pay for your travel expenses such as airfare, car rental or hotel. An exception may be allowed if the conference at which you are presenting is sponsored or hosted by an independent (not a customer or supplier) association, for example, American Bar Association, American Marketing Association or an educational or research institution. The hotel may be covered by that association or institution. Please check with the lawyer responsible for your business or function before agreeing to present at any conference as other requirements may apply.

GIFTS

Associates may give or receive gifts to/from suppliers, customers or other persons with whom Goodyear is doing or may do business, if the gift meets all of the following criteria:

- The gift is valued below U.S. \$100.
 - A larger gift, not to exceed U.S. \$250 in value, may be approved by your first- and second-level reporting managers
 - Gifts valued in excess of U.S. \$250 require approval by the President or an elected officer and the Associate General Counsel for the region
- The gift is not cash or a cash equivalent such as gift certificates, gift cards or electronic payments through sites such as PayPal, Zelle or WeChat Pay (gifts of cash or cash equivalents are absolutely prohibited);
- The gift is customary and would not appear extravagant, improper or inappropriate to the recipient or an objective observer;
- The gift imposes no sense of obligation on the giver or recipient;
- The gift does not result in any special or favored treatment between the giver and recipient;
- The gift complies with any additional specific limits established by local Goodyear management;
- Gifts given are reported on an appropriate expense report and reimbursable by Goodyear; and
- The gift does not otherwise violate the internal policy of the giver or recipient.

TAKE NOTE

Please see section on [Gifts, Travel, Meals and Entertainment for Non-USA Officials](#) on [page 23](#) and [Gifts, Travel, Meals and Entertainment for U.S. Government Officials](#) on [page 25](#).

TAKE NOTE

Gifts for, and entertainment of, Government Officials must also comply with the applicable sections of Goodyear's Anti-Bribery Policy.

Examples of generally acceptable gifts include:

- Standard promotional, advertising or publicity items such as pens, coffee mugs or clothing with company name or logo imprinted;
- Fruit baskets and other foods; and
- Flowers and plants.

Associates must not ask for gifts from a customer or supplier and must refuse or return any gift that is not in compliance with any Company policy. If refusal or return would damage an important business relationship, then the gift should be turned over immediately to the Associate General Counsel for the region or business function for handling and ultimate disposition.

ENTERTAINMENT

Associates may provide or accept occasional meals and entertainment to/from suppliers, customers or other persons with whom we are doing or may do business, if the entertainment meets all the following criteria:

- The entertainment is customary and would not appear extravagant, improper or inappropriate to the recipient or an objective observer;
- The entertainment imposes no sense of obligation on the giver or recipient;
- The entertainment does not result in any special or favored treatment between the giver and recipient;
- The event is attended by the customer or supplier that is providing or receiving the meal or entertainment;
- The event is held at a venue that is appropriate for business discussions;
- The entertainment complies with any additional specific limits established by local Goodyear management;
- Entertainment provided is reported on an appropriate expense report and reimbursable by Goodyear; and
- The entertainment does not violate the internal policy of the giver or recipient.

TAKE NOTE

If you are in a position to offer or accept entertainment, keep in mind the following principles:

- You and the giver (or recipient) must attend;
- The value of the entertainment is reasonable;
- The entertainment must be held at a business-appropriate venue; and
- The entertainment must not be offensive, sexually oriented or contrary to our commitment to mutual respect.



PROTECT OUR BUSINESS AND ASSETS



Examples of permissible entertainment include:

- Refreshments before, during or after a business meeting;
- Meals before, during or after a business meeting or when otherwise business related; and
- Infrequent business-related invitations to engage in activities such as sporting or cultural events.

This policy is not intended to cover Goodyear dealer/distributor incentive trips or award programs. These should be reviewed by the Goodyear lawyer responsible for your business or function prior to such trip or program being offered.

Refer to the following for more information:

- [Giving and Accepting Gifts Policy](#)
- [Gift & Entertainment Disclosure form](#)
- [Anti-Bribery Policy](#)
- [International Anti-Bribery Compliance Operational Guide](#)
- [Conflict of Interest Policy](#)

Q&A

Q: A supplier invited me and other industry leaders to a golf outing. May I attend?

A: Keep in mind that accepting appropriate entertainment from suppliers should be on an occasional basis and the supplier should be in attendance. The supplier may not pay for any travel or lodging related to the event. Be mindful of the gift policy limitation for any items that may be provided during the outing. If a contract is currently under negotiation with the supplier, you should discuss with your manager whether or not it is appropriate for you to attend. If competitors will be in attendance or if you have questions, you should ask the Compliance & Ethics office or the Goodyear lawyer responsible for your business or function prior to accepting any invitation.

ENDORISING SUPPLIERS, CUSTOMERS OR OTHERS

Goodyear generally does not endorse the products or services it may use or the people and companies that make and supply them.

The approval of the Intellectual Property Law Department, the Global Communications Department and the Vice President, Chief Purchasing Officer is required to

- (i) approve the use of any of our corporate names, marks or logos in another company's advertising or publicity,
- (ii) offer or give any testimonial in support of an event, product or service or
- (iii) enter into any contract that requires a testimonial or endorsement by Goodyear.

Likewise, you may not use your job title or affiliation with Goodyear if you personally endorse an event, or the product or service of a supplier or a customer, unless you receive prior approval from the Intellectual Property Law Department, the Global Communications Department and the Vice President, Chief Purchasing Officer.

Refer to the following for more information:

- [Endorsing Suppliers, Customers and Others Policy](#)
- [Social Media/Internet Guidelines](#)





USING COMPANY RESOURCES

Goodyear provides you with various assets and applications (for example, laptops, mobile devices, office supplies, tools, telephones, copiers, credit cards, automobiles) to carry out the Company's business. You are responsible for the careful, efficient and proper use of the assets and resources you are given to do your work and must protect them against misuse, damage, theft or other loss.

You may make limited personal use of Goodyear assets or applications if the use:

- is only occasional;
- does not result in more than nominal and incidental costs; and
- complies with all applicable laws, the Manual and other Company policies.

You may not use Goodyear resources to carry on any outside business.

Goodyear has adopted strict security policies for associates' use of Information Technology ("IT") resources. Failure to abide by policy requirements can make Company systems vulnerable to being compromised, which can interfere with operations. Goodyear prohibits the use of Company computers, mobile devices and email systems to receive, create or transmit any illegal or improper materials (for example, pornographic, discriminatory, harassing or abusive messages). If you have any questions regarding the proper use of IT resources, contact the Goodyear lawyer responsible for your business or function, the Intellectual Property Law Department in Akron, your department's IT team or the Goodyear Global IT Security Management Department in Akron (send an email to "itsupport_email@goodyear.com").

Refer to the following for more information:

- [Acceptable Use of IT Resources Policy](#)
- [Social Media/Internet Guidelines](#)
- [Conflict of Interest Policy](#)

Q&A

Q: *I manage an outside sports league and would like to update the league website from my work computer and will also need to create and print copies of the schedule. Is that a problem?*

A: Goodyear understands that associates will occasionally need to use business equipment (for example, copiers, phones, computer or mobile device, email, internet, etc.) on a personal basis.

Goodyear's policy regarding proper use of assets states that:

- Personal use of assets is permitted on a limited basis, which means occasional use of phones, copiers, computers and peripheral equipment; and
- Regardless of use, assets may only be used for legal and ethical activities and in compliance with Company policies.

Resources may not be used to carry on any outside business, to compete in any way with Goodyear's business or to engage in an activity that would be in violation of the Manual or any policy.

ADDITIONAL GLOBAL BUSINESS PRACTICES

COMPETITION AND ANTITRUST LAWS

INTRODUCTION

Goodyear is committed to compliance with antitrust and competition laws and regulations worldwide. “Antitrust law,” and/or “competition law,” refer to civil and criminal laws regulating business conduct. These laws promote vigorous, free and open competition in the marketplace. Routine business decisions involving prices, terms and conditions of sale, dealing with suppliers or customers, sales and purchases of assets or businesses and many other matters frequently present issues of great sensitivity under antitrust or competition laws.

These laws are vigorously enforced around the world. The penalties for violations can be severe, including large fines for companies and individuals, and other criminal penalties, including imprisonment for individuals. Violating these laws can ruin an individual’s career and could severely impact Goodyear. Thus, it is vital that you become familiar with these laws as they apply to your responsibilities and function.

Q&A

Q: *At dinner during a trade association meeting, sales representatives from a couple of our competitors began discussing their territories and the different types of customers they have. One of them suggested that each of our companies can serve a different category of customer in the territories. What should I have done in this situation?*

A: This conversation is prohibited because the participants are discussing how to divide customers by categories among the competitors, which violates competition laws. In this situation, you must make it clear that you will not participate in these acts. Excuse yourself to everyone at the table and leave. Immediately report the situation to Goodyear’s General Counsel, an Associate General Counsel or the Goodyear lawyer responsible for your business or function. If this or something similar were to happen at a meeting, request that the meeting minutes record your departure.

PROHIBITED PRACTICES AND PENALTIES

This section of the Manual provides a “checklist” of key competition laws. If you believe that you are facing an issue involving these laws, you should immediately seek help from the Goodyear lawyer responsible for your business.

U.S. and other jurisdictions prohibit agreements, contracts, combinations and conspiracies – whether formal or informal – that restrain trade. This general restriction governs the conduct of, and relationships among, competitors. Because of the number, complexity and integration of our businesses, it is vital that associates recognize who our competitors actually are. Goodyear’s competitors are not simply other tire or chemical manufacturers. **Many competitors are obvious, but you must remember that a customer, distributor or supplier of one business may be a competitor of another business. For example, a customer of our tire manufacturing business could be a competitor of our distribution or retail businesses. You must be careful to follow the laws and regulations in your dealings with all customers, suppliers and competitors for this reason. These same prohibitions form the basis of nearly all competition laws in other countries and jurisdictions, e.g., European Union, Australia, China, Japan, India and Brazil.**

The following practices are **illegal** under U.S. and other countries’ and jurisdictions’ laws and, therefore, **are prohibited** by Goodyear:

- Agreements, contracts or conspiracies – whether formal or informal – to fix prices, rig bids or engage in communications with competitors about price or intending to affect or influence price, such as price signaling and price stabilization.
- This prohibition applies to all aspects of price and other terms and conditions of sale, such as price factors and formulas, credit terms, discounts, rebates, advertising, warranties, profit margins or costs.
- **It is against Goodyear policy, as set out in the Manual or in other Goodyear policies, for anyone to exchange with, receive from or provide to any competitor price lists or other information on prices, terms or conditions of sale;**
- Agreements, contracts or conspiracies to divide or allocate customers, suppliers, territories or products with a competitor, including dealers and franchisees in markets in which Goodyear retail outlets are operated;
- Agreeing or conspiring to restrict or limit production or output; and
- Agreeing or conspiring with anyone to boycott or refuse to sell to a customer, to boycott or refuse to purchase from a supplier, or to “gang up” with one competitor against another.

LIMITATIONS ON DISCUSSIONS WITH COMPETITORS

Occasionally, you may come into contact with competitors, and that contact alone may raise competition law concerns. Therefore, **you should limit contacts with competitors as much as practical, and you must not discuss any information of competitive significance with any competitor.**



THE DANGERS OF TRADE ASSOCIATION ACTIVITIES

Numerous antitrust enforcement actions have been started by the conduct of attendees at trade association meetings, either during formal sessions or during social activities in connection with such meetings. Because of this sensitivity, always use caution when participating in trade associations.

If you are going to attend the meeting of any trade association:

- 1) Goodyear must be a member of the association or you must obtain specific approval from the Goodyear lawyer responsible for your business or function, and
- 2) If competitors are attending, either a Goodyear lawyer must be present with you, or a Goodyear lawyer must have reviewed the proposed agenda AND you must have received competition law compliance training.

If you attend a trade association or other meeting where you hear issues being discussed that are competitively sensitive, you must leave the meeting immediately.

You should request that the meeting minutes record your departure, and you must immediately report the incident to the Goodyear lawyer responsible for your business or function.

RELATIONS WITH CUSTOMERS AND SUPPLIERS UNDER COMPETITION LAWS

Competition laws and regulations govern daily business behavior with customers and suppliers. In addition to the U.S. prohibitions on certain monopoly conduct, other U.S. laws prohibit price discrimination between customers where that discrimination can affect competition.

TAKE NOTE

Laws and enforcement policies can vary widely from country to country and are subject to change. What is acceptable today may become problematic in the future. For example, one country's regulators recently changed its policies and conducted an industry-wide sweep related to long-standing incentive practices between tire manufacturers and dealers. Following the review, Goodyear paid a \$2 million penalty and incurred significant costs related to the investigation. Key takeaway: Stay informed of laws and regulations, and ensure that programs are receiving regular legal review.



EAGLE 360
URBAN



GOODYEAR

PROTECT OUR BUSINESS AND ASSETS

Practices that raise competition law issues and require review and advice from the Goodyear lawyer responsible for your business or function include:

- Minimum or maximum resale prices – forcing or trying to force a customer to advertise (in print or online) or sell our product at a particular price or not to advertise or sell our product below or above a particular price;
- Trying to restrict a customer or distributor to a certain territory or market or helping one customer prevent another customer from entering into that customer's territory;
- Discriminating on prices (directly or indirectly), advertising or other services between customers;
- Requiring a customer to buy one product to get another;
- Requiring exclusivity from a customer, distributor or supplier;
- Requiring a supplier to purchase products or services from Goodyear as a condition of obtaining a supply contract; or
- Offering rebates, incentive gifts or points to obtain rewards or other programs to help sell or market product with distributors or retail outlets.

Because of the sensitivity of these relationships under competition laws, Goodyear's policies, programs and practices relating to our customers, suppliers and channels of distribution, as well as changes to such policies, must be reviewed by the Goodyear lawyer responsible for your business before implementation.

REVIEW OF MERGERS, ACQUISITIONS AND JOINT VENTURES

Competition laws also regulate business combinations, such as mergers, acquisitions, divesting or disposing of assets or businesses, and the forming of joint ventures or strategic alliances. Before discussions or negotiations begin relating to any of these transactions, you must consult with the Goodyear lawyer responsible for your business or function for an opinion about whether the proposed transaction is permissible under applicable laws and regulations, whether a filing(s) will be required and whether other steps or precautions are necessary during the negotiation, due diligence and contract process stages.

WRITE CLEARLY AND DO NOT EXAGGERATE

In competition investigations or lawsuits, **Goodyear may be required to produce to the other party or government any Company document, including emails and other electronically stored documents and data whether on computer or mobile devices.** Goodyear and its associates may be harmed by internal documents, such as memoranda, emails, texts, chats or other mobile device communications, that contain phrases intended only as exaggerations, emphasis, jokes or to provoke a response from the reader ("dominate, destroy, crush or kill the competition"). Therefore, you must be careful and precise in your communications, including emails, so that what you write and the resulting actions cannot be misinterpreted, even if taken out of context. Be careful to reread even routine emails or other communications before you send them to make sure that you are comfortable with and clear about everything you have written. See [Careful Communications](#) on [p. 48](#) for additional details.

Refer to the following policies for more information:

- [EU Guidelines: Gathering & Using Market Information & Pricing Behavior](#)
- [Guidance for Collecting Competitive Intelligence](#)
- [Guidelines for Working with TireHub](#)

EXPORT AND IMPORT

The global nature of Goodyear's business subjects the Company to a wide range of laws and regulations relating to cross-border activity, including:

- Tax and customs laws and regulations regarding valuation of goods, entry, clearance and duties;
- Currency control laws;
- U.S. export and foreign transaction controls regulating the export and re-export of U.S. goods or technology and imposing prohibitions or other restrictions on trade with certain countries, entities and individuals;
- The Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act or other countries' anti-bribery or anti-corruption laws (see [Anti-Bribery section](#), beginning on [page 18](#));
- Rules prohibiting participation in, cooperation with or support of an international boycott in which the U.S. does not participate;
- Rules prohibiting money laundering and regulations related to reporting requirements for certain transactions; and
- Complex and often conflicting laws of other countries.

TAKE NOTE

U.S. export controls and sanctions may apply in many everyday situations involving, but not limited to:

- Employment or assignment of associates, including at specific Goodyear facilities;
- Goodyear or third-party visitors to Goodyear locations;
- Procurement of raw materials or banking, shipping or contractor services;
- Development of tires for the military;
- Transfer of data to other Goodyear business units; and
- Payments (including refunds or credits) to or from a customer or supplier.

Remember that other countries or regions may have export controls or sanctions programs as well.



PROTECT OUR BUSINESS AND ASSETS

Because Goodyear is accountable for the actions of non-associate agents and representatives, all arrangements to use commission agents and sales consultants in export transactions must be in written agreements approved by the Goodyear lawyer responsible for your business or function, and such agents and other Covered Third Parties must be properly screened under Goodyear's Anti-Bribery Policy. Goodyear is committed to the strict adherence to all applicable tax and import and export laws and regulations by all its associates, agents and representatives. In particular, all imports must be accurately valued in all invoices and import declarations, and submissions to all governmental authorities, including tax authorities on any topic, must be accurate. For advice regarding import and export laws applicable to your business, refer to the lawyer for your business or function.

Refer to the following for more information:

- Goodyear [U.S. Export and Foreign Transaction Controls Website](#)
- [Agreement of Visitor to Goodyear Facilities](#)
- [Anti-Bribery Policy](#)
- [International Anti-Bribery Compliance Operational Guide](#)

Q&A

Q: Jan is facing budget cuts at the end of the year. To defer recognizing an expense, Jan asks a supplier to bill Goodyear a few days late for a piece of equipment so the purchase would be recorded in the next year. The supplier will be paid and Jan's department will meet its budget. Is this appropriate?

A: No. Costs must be recognized in the same time period you received the related product or service. You must never delay or intentionally record incorrect, incomplete or misleading information about transactions.

FINANCIAL RECORDS, PUBLIC DISCLOSURES, ACCOUNTING, INTERNAL CONTROLS AND AUDITING

Goodyear relies on accurate information and reliable records to make responsible business decisions. These records serve as the basis for managing Goodyear's business; for measuring and fulfilling Goodyear's obligations to shareholders, customers, associates, suppliers and others; and for compliance with tax and financial reporting requirements, including Goodyear's public financial reporting. All associates must:

- Maintain all books, records and accounts in accordance with regulatory and legal requirements and generally accepted accounting principles;
- Comply with Goodyear's accounting standards and policies and Goodyear's system of internal controls;
- Record and report information promptly, accurately, completely and honestly;
- Provide full, fair, accurate, timely and clear information in reports and documents that Goodyear files with the U.S. Securities and Exchange Commission ("SEC"), other securities exchanges or other governmental agencies and in all public communications made by Goodyear;
- Ensure that all financial entries and related disclosures accurately characterize the true nature of transactions and events;
- Never establish any undisclosed or unrecorded funds, assets or debts on behalf of the Company for any purpose; and
- Sign only those documents believed to be accurate and truthful.

Associates with concerns regarding questionable accounting or auditing matters or detected or suspected fraud may make a report to either the Vice President and General Auditor or to the Goodyear Integrity Hotline; such report may be made anonymously.

Refer to the following for more information:

- [Corporate Fraud Policy](#)

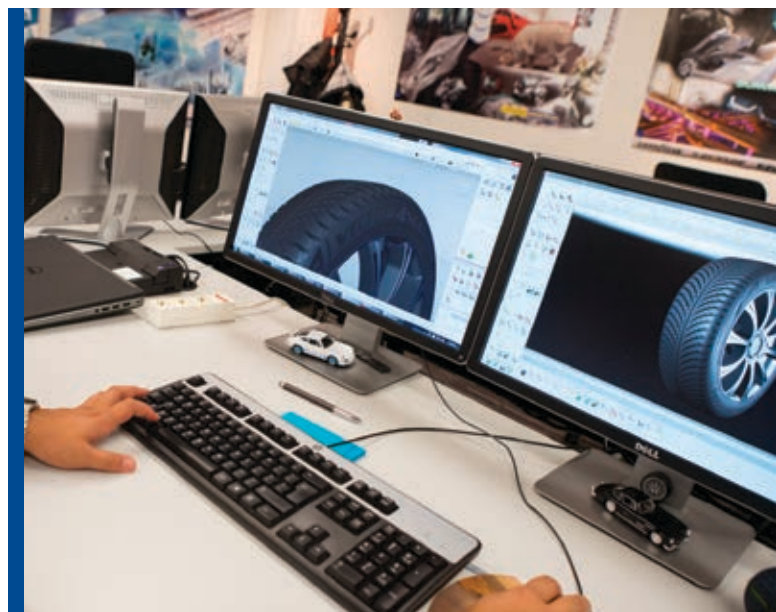
SAFEGUARDING INTELLECTUAL PROPERTY AND PERSONAL INFORMATION

PROTECTION OF TRADE SECRETS AND CONFIDENTIAL INFORMATION

Goodyear's trade secrets and other confidential and proprietary information give us advantages in our industry. If Goodyear's confidential and proprietary information is disclosed and used by others, Goodyear could be exposed to financial loss or competitive harm. Confidential and proprietary information is information that has not been disclosed to the general public. Common examples include formulas, business and manufacturing processes and trade secrets, as well as financial information, corporate strategies and information about relationships with our customers and suppliers. You may have access to this kind of information in your job, and protecting it against unauthorized disclosure is part of your responsibility.

TAKE NOTE

Safeguard our intellectual property by never allowing it to be used or shared outside the Company without first having the appropriate legal documents in place.



To protect Goodyear's confidential and proprietary information, associates should:

- Follow IT policies and guidelines for protecting company confidential information (e.g., using strong passwords, encrypting sensitive information, and employing cybersecurity best practices as described in the [Be Alert](#) webpage);
- Never disclose confidential and proprietary information to other parties without an appropriate confidentiality agreement or the prior approval of the Law Department;
- Never discuss confidential or proprietary information in public places such as elevators, airplanes or restaurants;
- Be careful about transferring proprietary information; and
- Use confidentiality agreements where appropriate and as advised by the lawyer for your business or function.



PROTECT OUR BUSINESS AND ASSETS

The Associate Confidentiality & Intellectual Property Agreement (“ACIPA”) or similar agreement you may have signed during onboarding contains more details concerning your obligations toward Goodyear trade secrets, and the Law Department can guide you any time you have a question about what should be treated as confidential and proprietary information. In addition, you may have similar responsibilities regarding trade secrets of others with whom we do business. Failure to protect trade secrets may be a violation of the ACIPA or similar agreement and local law.

If you have questions, ask your manager, the Intellectual Property or Law Departments or the lawyer for your business or function.

Refer to the following for more information:

- [Release of Company Information Policy](#)
- [Confidentiality & Intellectual Property Agreements](#)
- Goodyear [U.S. Export and Foreign Transaction Controls Website](#)
- [Guidance for Collecting Competitive Intelligence](#)

PROTECTING THE PRIVACY OF CUSTOMERS, SUPPLIERS AND OTHERS WITH WHOM WE DO BUSINESS

Goodyear is committed to conducting its worldwide business operations in a manner that actively protects personal privacy and complies with all applicable privacy laws. When legal and business requirements make it necessary for Goodyear to acquire, record, store and use personally identifiable information, the information must be handled appropriately.

Refer to the following for more information:

- [Global Privacy Policy](#)
- [Associate Privacy Policy](#)
- [Online Privacy Policy](#)
- [HIPAA Privacy Notice \(U.S.\)](#)
- [Confidentiality & Intellectual Property Agreements](#)

PROTECT OUR BUSINESS AND ASSETS

USING CORPORATE NAMES AND LOGOS

You may use the name or logo and other marks of the Company only in carrying out the Company's business and for no other purpose, unless you have the approval of the Intellectual Property Law Department. Our policy prohibits the creation and use of any logo-type design, even for a business reason, without specific prior approval from both the Goodyear lawyer responsible for your business or function and the Intellectual Property Law Department in Akron.

Refer to the following for more information:

- [Endorsing Suppliers, Customers and Others Policy](#)



CAREFUL COMMUNICATIONS

All associates must be careful and accurate in communicating with others in the course of Company business. It is sometimes easy to send out communications that may inadvertently contain inappropriate information or comments. Take time to prepare all documents and electronic communications thoughtfully and to review them thoroughly.

Q&A

Q: Ana's department has collected a large amount of consumer Personally Identifiable Information ("PII") as part of a customer survey. Matthew, who works in the Marketing Department, contacts Ana to ask for the files containing this PII so that he can develop targeted marketing emails. Should Ana provide the files to Matthew?

A: No. Although Matthew has what may seem like a legitimate business reason for using this PII, the individuals who participated in the customer survey may not have opted-in to allow Goodyear to use their information for marketing purposes. Therefore, Ana should not provide the PII to Matthew for this purpose. Under Goodyear's Privacy Policy and many local laws, marketing emails may only be sent to customers who have opted-in to receive them.

Follow these guidelines:

- Be clear, concise and accurate;
- Maintain a spirit of professionalism in all your communications;
- Stick to the facts; do not overstate or exaggerate;
- Ensure that advertising, packaging and promotions do not misstate facts or provide misleading impressions. Claims regarding the company's products shall be factual and fully substantiated;
- Stick to your area of expertise;
- Never create threatening, sarcastic or demeaning communications about the Company, our associates, competitors, customers or suppliers;
- Avoid phrases that may be misinterpreted as inappropriate or unethical;
- Select the most appropriate means of communication – sensitive matters may best be communicated orally;
- Send communications only to associates or other persons who have a need to receive the communications;
- Be careful not to disclose confidential information about Goodyear or others;
- Never speculate or offer an opinion regarding the legality of business conduct; and
- Do not state, suggest or imply in your personal communications that your views or opinions are those of Goodyear.

SOCIAL MEDIA/INTERNET POSTING

Goodyear recognizes that the internet provides many opportunities to instantaneously share opinions, experiences, photos and other information on a one-to-one, one-to-few or one-to-many basis using a wide variety of multimedia and social networking sites, platforms, applications, forums and other websites, for example, Facebook, LinkedIn, Yammer, Instagram, WeChat and Skype; blogs and microblogs such as Twitter and Weibo; and wikis such as Wikipedia.

It is important for associates worldwide to be aware of the risks inherently involved in such communications and understand the responsibilities that come with participation in social media.

- Use common sense – if you wouldn't say something in person, don't post it on the internet, put it in an email or post on social media;
- Keep in mind that there is no such thing as anonymity on the internet; and
- Remember that electronic messages (including emails and text messages) are permanent, transferable records of communications.

All Goodyear associates – especially those who participate in social media and are identifiable online as Goodyear associates – must read and adhere to the guidelines explained in the Company's [Social Media/Internet Guidelines](#). Also, remember that you must follow the Social Media/Internet Guidelines and [Release of Company Information Policy](#) before posting any information or responding to any inquiries about the Goodyear business.

If you have questions, contact Global Communications, the Goodyear lawyer responsible for your business or function, the Compliance & Ethics Department or your Human Resources representative.

Refer to the following for more information:

- [Social Media/Internet Guidelines](#)
- [Acceptable Use of IT Resources Policy](#)
- [Global Privacy Policy](#)
- [Release of Company Information Policy](#)



DEALING WITH OUTSIDE INQUIRIES

From time to time, Goodyear is contacted by outsiders about various matters. Regardless of what the question or survey may be, or how it came to you, all responses to outside inquiries must be handled by the Global Communications Department or the communications representative in your business or function. Inquiries that involve financial information or that have legal or governmental implications may require additional approvals, so contact the Goodyear lawyer responsible for your business.

Refer to the following for more information:

- [Release of Company Information Policy](#)
- [Social Media/Internet Guidelines](#)

AVOIDING “INSIDER” TRADING

This section contains a summary of key provisions of the [Insider Trading Policy](#). You should refer to the complete Insider Trading Policy for details on its restrictions as well as a list of people subject to quarterly blackout periods.

While working for Goodyear you may acquire material information about Goodyear and its subsidiaries, or the business of other companies, that has not yet been made available to the general public. You are prohibited from using this information for your own financial gain or disclosing it to others for their financial gain. If, for example, you learn of something that could reasonably be expected to affect the price of Goodyear’s common stock or other securities, or the stock or other securities of another company, you must not buy or sell that stock or those securities, or disclose that information to others, until after the information has been released to the public.

Examples of effective public disclosure include:

- disclosure by Goodyear in filings with the SEC or securities exchanges on which securities of a Goodyear subsidiary or affiliate may be traded;
- press releases; and
- conference calls or webcasts that are open to the public.

The circulation of rumors, even if accurate and reported in the media, does not constitute effective public disclosure. Insider trading is a violation of both U.S. and foreign law and Goodyear policy. The consequences of insider trading are severe, including civil and criminal fines and imprisonment for up to 20 years. Insider trading is relatively easy for authorities to detect, and the SEC pursues insider trading cases vigorously.

If you are aware of material nonpublic information, you must not engage in transactions involving Goodyear securities (or the securities of other affected companies) until two full trading days after the day of the effective public disclosure of the material information.

WHAT TRANSACTIONS ARE PROHIBITED?

Transactions in Goodyear Securities. When an associate is aware of material nonpublic information about Goodyear, he or she, or anyone living in his or her household, may not:

- Buy, sell or transfer Goodyear securities;
- Advise others to buy, sell or hold Goodyear securities;
- Have others buy, sell or transfer Goodyear securities for him or her or for the benefit of his or her family members, including any securities held in any retirement or financial institution account;
- Establish, alter or cancel any standing or limit order for the purchase or sale of Goodyear securities, including the exercise of any stock options or stock appreciation rights and instructions regarding transactions in the Goodyear stock fund of the 401(k) plan;
- Disclose the material nonpublic information to anyone else under any circumstances, including to family and friends (also known as “tipping”), other than those persons whose position or relationship with Goodyear requires them to know the information; or
- Assist anyone in any of these activities.

TAKE NOTE

Review these situations before you trade to protect you, your family and the Company from an insider trading violation:

- If you have important information about Goodyear or other companies (either positive or negative) that could affect the stock price when the information is announced, don’t share it or trade.
- If you are unsure whether important Goodyear news is inside information, don’t share it or trade.
- If you have advance information regarding Goodyear’s quarterly earnings or other significant announcements, don’t trade until two full trading days after our official public announcement of this information.

IMPORTANCE OF INFORMING YOUR FAMILY ABOUT INSIDER TRADING

Associates are responsible for the transactions of their family members. In cases where a family member overhears confidential information, that family member becomes a “temporary insider” for the purpose of insider trading laws. Because insider trading is highly regulated with severe penalties for violators, it is advisable to speak with your family members about the Insider Trading Policy and suggest that they confer with you prior to any transactions in Goodyear securities.

The prohibitions against insider trading previously described apply equally to transactions in our Goodyear subsidiaries’ or other companies’ securities, including those of customers or suppliers, if the Goodyear associate is aware of their material nonpublic information.

Goodyear associates, regardless of whether they are aware of material nonpublic information about the Company, are prohibited from engaging in short sales of Goodyear securities, other transactions predicated on a drop in the price of Goodyear securities or any hedging transactions. Goodyear associates are also prohibited from holding Goodyear securities in a margin account or otherwise pledging Goodyear securities as collateral for a loan.

TRADING WINDOWS

Regular Quarterly Blackout Periods. A blackout period occurs each quarter in connection with Goodyear’s public reporting of its financial results. The quarterly blackout period begins on the 16th day of the last month of each quarter and ends the second full trading day after the date the financial results are announced to the public. Any associate who receives, or has access to, Company year-end or quarterly financial results is prohibited from trading in Goodyear securities during the quarterly blackout period. For a detailed list of associates who cannot trade in Goodyear securities during the blackout periods, refer to the Insider Trading Policy.

WHOM TO CONTACT FOR GUIDANCE

For more information or guidance regarding the Insider Trading Policy or what may constitute insider trading, including whether or not you are aware of material nonpublic information, contact Goodyear’s Assistant Secretary and Senior Legal Counsel, the Compliance & Ethics Department or the lawyer for your business or function.

Refer to the following for more information:

- [Insider Trading Policy](#)



PRODUCT QUALITY

Goodyear's reputation is riding on the quality of every product we produce. We must always follow applicable specifications and established procedures so that we build quality into every product. Let your manager know of any product or process that does not comply with Goodyear's quality standards. All associates must do their part to ensure that Goodyear's quality standards are part of the way we do business every day and everywhere we do business. Goodyear achieves business excellence by:

- Listening to our customers;
- Designing and producing quality products that provide value;
- Managing processes to ensure consistent quality performance;
- Providing service excellence;
- Encouraging and expecting the creative involvement of every associate in continuous improvement activities; and
- Adequately auditing quality system performance.

TAKE NOTE

If you are aware of or suspect any associate of not meeting our quality, safety or environmental expectations, please contact your manager, the lawyer for your business or function or the Integrity Hotline.

PROTECTING THE ENVIRONMENT

Goodyear's policy is to always manufacture, handle and dispose of materials in an environmentally responsible manner, and the Company demands strict adherence to all applicable laws and regulations. Goodyear is also committed to the conservation of natural resources and waste reduction and expects every associate to help in these and our other sustainability efforts.

Refer to the following for more information:

- [Environmental Health & Safety Policy](#)
- Goodyear's [Corporate Responsibility Website](#)
- [Supplier Code of Conduct](#)
- [Natural Rubber Procurement Policy](#)

POLICY ON GLOBAL HUMAN RIGHTS

Goodyear's [Global Human Rights Policy](#) applies to the Company's operations worldwide and is part of our commitment to ethical and socially responsible behavior.

Our policy serves as a guide to how we conduct business around the world. As stated in the Global Human Rights Policy, we abide by the following principles:

- Maintaining an inclusive workplace free of unlawful harassment and discrimination;
- Employment is voluntary; all forms of compulsory labor or human trafficking are prohibited;
- Exploitation of children, including child labor, is not permitted;
- Associates have the right to join organizations (such as unions) of their choosing or to refrain from joining organizations;
- Compliance with all applicable laws and regulations dealing with wages and hours worked; and
- Providing a safe and secure workplace.

Goodyear seeks to do business with customers and suppliers that observe similar standards with their employees and their own suppliers.

Refer to the following for more information:

- [Global Human Rights Policy](#)
- [Supplier Code of Conduct](#)
- Goodyear's [Corporate Responsibility Website](#)
- [Natural Rubber Procurement Policy](#)





GOODYEAR SUPPLIER CODE OF CONDUCT

I. OVERVIEW

The Goodyear Supplier Code of Conduct (the “Code”) helps to ensure that Goodyear does business with reputable business associates committed to Goodyear’s ethical standards and business practices. The Code applies to people and companies (“Suppliers”) that do business with Goodyear.

Goodyear expects its Suppliers to act in a manner compatible with standards that contribute to Goodyear’s outstanding reputation.

Goodyear expects that its global Suppliers conform to the following:

II. CODE OF CONDUCT

1. General Principle

Goodyear Suppliers must operate in full compliance with applicable laws and regulations of the countries in which they operate, and also in compliance with this Code.

2. Child Labor

Suppliers shall comply with applicable local child labor laws and employ only workers who meet the applicable minimum legal age requirement for their location. In the absence of local law, Suppliers shall not employ children under the age of 15, except as set forth in the next sentence. If local minimum age law is set below 15 years of age, but is in accordance with developing country exceptions under the International Labor Organization (ILO) Convention 138, the lower age will apply.

3. Compensation and Working Hours

Suppliers shall comply with applicable wage and hour labor laws including those related to minimum wages, overtime hours and legally mandated benefits.

4. Discrimination

Suppliers shall not tolerate unlawful discrimination in the workplace. Suppliers shall comply with applicable local laws concerning discrimination in hiring and employment practices.

5. Environment

Suppliers shall consider the impact their operations have on the environment and reduce that impact where practicable to protect the environment. Suppliers shall comply with applicable environmental laws and regulations in the countries in which they operate.

6. Forced Labor

Suppliers shall not use forced or involuntary labor including, but not limited to, prison labor, indentured labor, slave labor, human trafficking, or other forms of compulsory labor.

7. Freedom of Association

Suppliers shall recognize and respect rights of workers to join organizations of their own choosing or to refrain from joining organizations. Suppliers shall respect the rights of workers to bargain collectively through representatives of their own choosing where a union has been chosen in accordance with applicable laws and regulations.

8. Gifts and Gratuities

Suppliers shall not offer, pay, or accept kickbacks, bribes or other improper payments or benefits prohibited by law. Additionally, Goodyear strictly prohibits Suppliers from offering to, or accepting from, Goodyear representatives any gifts or gratuities of greater than US\$100 in value. A gift of nominal value is not prohibited as long as it is customary and not extravagant, improper or inappropriate; worth US\$100 or less in value; imposes no sense of obligation; and does not result in any special or favored treatment. Cash gifts or gratuities, regardless of amount, are strictly prohibited. Any Supplier that violates this policy risks immediate loss of all existing and future Goodyear business.

9. Health and Safety

Suppliers shall provide a reasonably safe working environment supportive of accident prevention and minimizing exposure to health risks. Suppliers shall comply with all applicable safety and health laws and regulations in the countries in which they operate.

10. Conflict Minerals

Suppliers shall source minerals, derivatives of minerals, and other raw materials in a manner that respects human rights. Suppliers shall avoid directly or indirectly financing or benefiting armed groups in the Democratic Republic of Congo (DRC) and/or its adjoining countries. Suppliers are required, from time to time, to certify that all materials and products supplied to Goodyear either: i) do not contain tantalum, tin, tungsten or gold or ii) if they do contain those elements, Suppliers shall cooperate with Goodyear in determining the country of origin and the source (including the applicable smelter) and chain of custody of those elements.

III. Compliance Verification

Goodyear may from time to time request information or access for purposes of verifying compliance by Supplier. In the event Goodyear provides such a request and is not reasonably satisfied with the Supplier's response, Goodyear may, in its sole discretion, decline to make further purchases under any agreement between Goodyear and Supplier.

IV. Application to Subcontractors

Supplier shall cause its subcontractors to comply with the provisions of this Code as if it were Supplier itself.

V. Event of Violation

Suppliers shall take necessary corrective actions to promptly remedy identified noncompliance with this Code. Goodyear reserves the right to terminate its business relationship with any Supplier who is unwilling or unable to comply with this Code.

VI. Non Compliance Reporting

Violations of the Goodyear Supplier Code of Conduct may be confidentially reported, including anonymously, through the Goodyear Integrity Hotline at 1-888-GY-HOTLINE (1-888-494-6854) or www.goodyear.ethicspoint.com

Goodyear's Anti-Bribery Policy

May 8, 2017

Anti-Bribery Policy

Introduction

As part of our worldwide commitment to honesty, integrity and respect, Goodyear does not wish to obtain business advantages by offering or receiving improper payments or things of value, even in countries where such practices may be socially and culturally accepted. The United States (U.S.) Foreign Corrupt Practices Act (FCPA), the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the UK Bribery Act and the United Nations Convention Against Corruption, as well as numerous other anticorruption laws around the world, underscore the worldwide concern over bribery.

Goodyear's Anti-Bribery Policy ("Policy") is that no Goodyear associate will, directly or indirectly, offer, pay, promise to pay, authorize the payment of, receive or accept, any improper payment or anything of value to or from anyone, anywhere in the world, in order to obtain or retain business or to secure any improper advantage. We will give up any business opportunity that can be won only by giving an improper or illegal payment, bribe, gift, rebate, kickback, or similar inducement.

Definitions

For purposes of this Policy, the following definitions apply:

"Non-USA Government Official" means: (a) any official, employee, or agent of a Non-USA government (including members of armed forces and police forces), Non-USA public hospital or a public international organization (such as the United Nations, World Bank, EU Commission, etc.); (b) any Non-USA political party official or any candidate for Non-USA political office; or (c) any employee or agent of a non-USA State-Owned Enterprise.

"State-Owned Enterprise" means: a company, partnership or other legal entity (a) with an ownership interest of 30% or more held, directly or indirectly, by a Non-USA national, provincial, regional or local government or government entity (or group of governments or government entities) or (b) otherwise controlled by a Non-USA national, provincial, regional or local government by virtue of the ability to appoint a majority of the entity's Board of Directors or similar body, or the ability to appoint the entity's chief executive officer, managing general partner or other similar officer. If you have any questions about whether a certain entity is a "State-Owned Enterprise" under Goodyear's Policy, please contact the Goodyear Attorney for your country/cluster/region/function or Business Unit ("BU"), or the Compliance & Ethics Department.

“Improper payments” or **“things of value”** may include, but are not limited to, any of the following, where it is known (or suspected) that any part of the payment or thing of value will be provided to a Non-USA Government Official or any other person in order to obtain or retain business or to secure any improper advantage for Goodyear:

- Cash or cash equivalents (like gift cards or gift certificates)
- Gifts or other tangible items
- Commissions
- Rebates and special discounts
- Kickbacks
- Consulting or other service fees
- Special discounts
- Certain entertainment
- Travel expenses
- Facilitating payments
- Employment or internships
- Charitable donations

“Third Party” means any entity or individual that is not Goodyear or a Goodyear associate.

“Covered Third Party” means a Third Party that must undergo Goodyear’s Anti-Bribery Due Diligence Process. An up-to-date list of [Covered Third Parties](#) is available on GO.

“Agent” means a Third Party who acts on behalf of Goodyear with express (oral or written) or implied authority to represent Goodyear in relationships with other parties. Independent sales agents, commission agents, sales consultants, sales representatives, sales brokers, finders, Customs Agents, Customs Brokers, Freight Forwarders, Clearing Agents, or the like are frequently Agents.

“Distributor” means a Third Party that purchases products or services (for its own account) from Goodyear and resells them to retailers, Dealers, other distributors or other non-individual customers (e.g., commercial fleets, municipal transit services, etc.), regardless of whether a formal distributorship agreement with Goodyear exists, and regardless of whether the Third Party has been officially appointed by Goodyear as a distributor. For purposes of determining whether Anti-Bribery Due Diligence is required for a particular Third Party, a business with both wholesale and retail locations will be deemed a “Distributor” unless retail is 90% or more of its business.

Remaining **Capitalized Terms** used in this Policy and in the Operational Guide are defined in the Glossary of Terms for Anti-Bribery Compliance, which is attached as Appendix A to this Policy.

Goodyear's Policy

All Goodyear associates are expected to be familiar with and comply with Goodyear's Policy as stated herein and with all applicable anti-bribery laws, including but not limited to the FCPA and the UK Bribery Act, as well as any anti-bribery laws that are applicable in the associates' local jurisdictions. Questions regarding local and country-specific anti-bribery laws may be addressed to the Goodyear Attorney for your country/cluster/region/function or BU, or to the Compliance & Ethics Department.

The **FCPA** makes it a crime under U.S. law to offer, pay, promise to pay, or authorize the payment of money or any thing of value to any person while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to a Non-USA Government Official for the purpose of obtaining or retaining business or securing any improper advantage. The FCPA also requires companies like Goodyear, which are traded on U.S. stock exchanges, to maintain sufficient internal controls over financial reporting. Likewise, the FCPA prohibits individuals and companies from knowingly falsifying the books and records of publicly-traded companies, like Goodyear.

The prohibitions of the FCPA apply to U.S. firms and their directors, officers, employees and agents; any individual who is a U.S. citizen, national or resident; and, in many cases, to the foreign subsidiaries of U.S. firms. Goodyear's Policy applies to all Goodyear operations and associates, worldwide.

The UK Bribery Act contains similar prohibitions on bribery of Non-USA Government Officials. In addition to these prohibitions, the UK Bribery Act prohibits the offering, making and receiving of commercial bribes. Commercial bribery is a form of bribery that does not necessarily involve any government official. Like the UK Bribery Act, Goodyear's Policy prohibits any form of bribery, including commercial bribery.

Third Parties

Payments that are prohibited by this Policy are equally improper if they are made by or through a Third Party, rather than directly by an associate. Consequently, Agents, Distributors and other Third Parties are also prohibited from offering, paying, promising to pay, authorizing the payment of, receiving or accepting, any improper payment or anything of value to or from anyone, anywhere in the world, in order to obtain or retain business or to secure any improper advantage for Goodyear.

Goodyear associates are required to ensure that Third Parties comply with this Policy, the FCPA, and local laws when acting on behalf of Goodyear. In connection with the selection and retention of Third Parties, associates must comply with Goodyear's [International Anti-Bribery Compliance Operational Guide](#) ("*Operational Guide*"). All Covered Third Parties are required to undergo Goodyear's anti-bribery due diligence process before they can do business with Goodyear. This process is described more fully in the Operational Guide.

Facilitating Payments

“Facilitating Payments” are small payments made to low-level Non-USA Government Officials for the purpose of securing the performance of certain routine, non-discretionary government actions to which a company is already entitled under local law (such as the proper processing of governmental papers like visas, loading/unloading cargo, providing police protection, and mail pick-up or delivery).

Even though the FCPA contains a narrow exemption for “facilitating or expediting payments,” Facilitating Payments are not permitted under the UK Bribery Act and the local laws of many countries. **Goodyear’s Policy absolutely prohibits the making of Facilitating Payments.**

Extortion or Duress

Payments made under imminent and real threats of violence or harm to associates do not violate the FCPA or the UK Bribery Act. As such, Goodyear’s Policy does not prohibit payments made under the real threat of violence or harm if the payment is necessary to protect the health, liberty or safety of the associate or representative. If such a situation should occur:

- (i) the payment must not exceed U.S. \$100.00;
- (ii) written disclosure of the payment must be made within 48 hours to the General Counsel of The Goodyear Tire & Rubber Company; and
- (iii) the payment must be properly recorded on Goodyear’s books and records.

Political Contributions

The FCPA prohibits giving any money or thing of value to a Non-USA political party or party official, or any candidate for a Non-USA political office, to obtain or retain business or to secure any improper advantage. In addition, other laws restrict contributions to candidates for U.S. Federal offices, a political party or political committee. A “contribution” may include, among other things, providing the work time of associates or allowing the use of any company facility or resources.

Goodyear policy requires the specific approval of the General Counsel before any contribution out of Company funds can be made to any U.S. or Non-USA political party, party official, or political committee, or to a candidate for any U.S. or Non-USA state, provincial, local or other government office. Advance approval of the General Counsel is also required for contributions to support any ballot issue in the United States.

Charitable Donations

Associates and Third Parties are required to ensure that charitable donations made on behalf of the Company are given only to legitimate charities and are used for charitable purposes and not otherwise misapplied. If charitable donations are provided, they must meet all of the following criteria:

- The charitable donation is not inconsistent with either applicable governmental policy or any applicable local law or regulation;
- The charitable donation is not, either directly or indirectly, a bribe or payoff, and is not given to obtain or retain business or secure any improper advantage; and
- The charitable donation is recorded promptly, fully and accurately on the Company's financial books and records, using the appropriate "Charitable Donations" General Ledger Code. Refer to the [Global Chart of Accounts](#) and the [Worldwide Accounting Policy "Accounting for Charitable Contributions"](#) on GO.

Any charitable donation suggested or required by a Non-USA Government Official must be approved in advance and in writing by an Associate General Counsel. The documentation of the approval must be retained as part of the record for that charitable donation.

These requirements are in addition to Company and Business Unit policies relating to the approval of, accounting for, and recording of charitable contributions.

Acquisitions and Joint Ventures

Transactions involving acquisitions or joint ventures require specific due diligence and background check procedures that are appropriate to such transactions. Such procedures, which are outlined in Goodyear's Anti-Bribery Due Diligence Procedure for Acquisitions or Joint Ventures, should be obtained from the General Counsel or any Associate General Counsel. Due diligence and background checks for acquisitions and joint ventures will require substantial effort and time to complete. For that reason, early involvement of the Law Department is critical.

Gifts, Travel, Meals and Entertainment to Non-USA Government Officials

Gifts

Goodyear's Policy does not prohibit the giving of, and there may be occasions when it is appropriate to give, a gift of nominal value (and preferably with a company logo) to Non-USA Government Officials provided all of the following criteria are met:

- The value of the gift may not exceed U.S. \$100.00 without the advance approval of an Associate General Counsel of Goodyear;
- The gift is not cash or cash equivalent such as gift cards or gift certificates;
- The gift is not inconsistent with either applicable governmental policy or any applicable local law or regulation;
- The gift is customary under the circumstances and would not embarrass either Goodyear or the recipient;
- The gift is provided in connection with a recognized gift-giving holiday or other special occasion or for promotional purposes;
- The gift is not a bribe or payoff and is not given to secure any improper advantage;
- The gift is recorded promptly, fully and accurately on the Company's financial books and records, using the appropriate "Gifts" [General Ledger Code](#); and

- The gift is reported on an appropriate expense report and reimbursable by Goodyear.

Gifts or Donations of Tires

There are occasions when a gift of tires to a Non-USA government agency may have promotional value or be appropriate for other reasons. In addition, it may be appropriate to make a donation of tires to (or give a special tire discount to) a Non-USA government department for mounting on an official vehicle for demonstration or testing purposes. All such gifts or donations of tires must be approved by an officer of Goodyear and an Associate General Counsel.

Tires (and special discounts on tires) may not be given to Non-USA Government Officials for use on their personal vehicles or the vehicles of their family members.

Travel and Delegation Visits

Goodyear's Policy does not prohibit providing travel, and there may be occasions when it is appropriate or legally required to provide travel, to a Non-USA Government Official provided it is given in good faith and not with any corrupt intent or expectation of a favor. A *Travel for Non-USA Government Officials Checklist* form must be completed and forwarded for approval. The form is attached to this Policy as Appendix B and must be routed through the Goodyear Contract Solution ("GCS").

Travel provided to Non-USA Government Officials must meet all of the following criteria:

- The travel must be approved in advance and in writing on the *Travel for Non-USA Government Officials Checklist* form by the BU President or an elected Company Officer, and the General Counsel or an Associate General Counsel;
- The travel provided must be directly related to a bona fide and legitimate business purpose (such as inspecting manufacturing and quality control processes at a Goodyear factory in one country pursuant to Goodyear's efforts to get tires qualified for exportation to another country);
- The value of the travel should be reasonable (in terms of the expense, the number of travelers and frequency);
- Tourist and entertainment excursions must not be paid for by the Company;
- Expenses associated with family members of officials must not be paid for by the Company;
- Cash (such as compensation per diem) must not be given;
- The delegation members should be selected by the government entity (not the Company);
- Prior written notification of the trip should be given to the government entity that employs the recipient;
- The value and purpose of the travel is recorded promptly, fully and accurately on the Company's financial books and records, with a notation stating that the travel recipient is a Non-USA Government Official; and
- Travel provided is reported on an appropriate expense report and reimbursable by Goodyear.

Meals and Entertainment

Goodyear's Anti-Bribery Policy does not prohibit the giving of meals and entertainment, and there may be occasions when it is appropriate to provide meals or entertainment, to Non-USA Government Officials provided that such meals and/or entertainment are given in good faith and not with any corrupt intent or expectation of a favor. If meals and entertainment are provided to Non-USA Government Officials, they must meet all of the following criteria:

- The meal or entertainment provided must be directly related to a bona fide and legitimate business purpose and, where entertainment is provided, the venue must be appropriate for the discussion of business;
- The value of the meal or entertainment should be reasonable (in terms of the expense, the number of attendees and frequency);
- The meal or entertainment is not inconsistent with either applicable governmental policy or any applicable local law or regulation;
- The meal or entertainment is customary under the circumstances and would not embarrass either Goodyear or the recipient;
- The meal or entertainment is not a bribe or payoff and is not given to secure any improper advantage;
- Company personnel must be in attendance;
- The meal or entertainment is recorded promptly, fully and accurately on the Company's financial books and records; and
- Meals and entertainment provided are reported on an appropriate expense report and reimbursable by Goodyear.

Gifts, Travel, Meals and Entertainment to U.S. Government Officials

Gifts to Government Employees in the United States

U.S. federal, state, and local government employees are subject to special laws and regulations restricting their receipt of gifts and gratuities from organizations with whom they do business. Associates must be aware of and comply with all Federal, state and local laws and regulations regarding gifts and gratuities. Any meals, travel, lodging or entertainment for U.S. government employees must be approved, in advance and in writing, by the Law Department.

Senate and House Gift and Travel Rules

It is the policy of Goodyear to comply in all respects with all applicable laws and regulations that include the Standing Rules of the U.S. Senate and Rules of the U.S. House of Representatives relating to prohibitions and restrictions on gifts to and travel by Members of the U.S. Senate and the U.S. House of Representatives and their staff. As an organization employing federal lobbyists, Goodyear is prohibited from providing any gift of any value to Members of Congress or congressional employees unless the gift fits squarely within one of the exceptions to the gift ban. Under the Rules, "gift" means any gratuity, favor, discount, entertainment, hospitality, loan, forbearance or other item having monetary value, and includes gifts of services, training, transportation, lodging and/or meals, whether provided in kind, by purchase of a ticket, payment in advance, or reimbursement. As a matter of Company policy, all Company associates are required to

adhere to the congressional gift rules, whether or not they are lobbyists. For additional information, see Goodyear's Policy regarding "[Senate and House Gift and Travel Rules](#)."

Compliance

No violation of this Policy, the FCPA, or any other anti-bribery law will be tolerated, even if no crime under applicable law is charged or proved, and even if the payment is customary in a particular country. Associates who violate this Policy will be subject to disciplinary action up to and including termination of employment and forfeiture of benefits. Third Parties that violate this Policy will be subject to immediate termination of their business relationship with Goodyear.

Reporting Violations

All associates, who know of or suspect violations of Goodyear's Policy must immediately notify their manager or the Goodyear lawyer responsible for their country/cluster/region/function or BU, or the Integrity Hotline at <http://www.goodyear.ethicspoint.com>. Managers receiving reports of suspected violations of Goodyear's Policy must promptly report the allegation to the General Counsel of The Goodyear Tire & Rubber Company. Any Third Party, including but not limited to Agents, Distributors, Contractors, and other Third Parties, who know of or suspect any violation of Goodyear's Policy, should immediately notify their point of contact at Goodyear or the Integrity Hotline. Goodyear prohibits any form of actual or attempted retaliation against any person for reporting any suspected violation in good faith. All reports of retaliation will be investigated and those found to have retaliated will be subject to discipline, up to and including termination of employment and forfeiture of benefits.

Appendix A

Glossary

Agent: A Third Party that acts on behalf of Goodyear with express (oral or written) or implied authority to represent Goodyear in relationships with other parties.

Commentary: In determining whether a Third Party is an Agent, what is important is the essential nature of their relationship with Goodyear and not what label or term that Goodyear or the Third Party chose to call the Third Party. An Agent is an individual and/or entity that Goodyear authorizes to act on its behalf or to facilitate the transaction of business or prospective business in Goodyear's name. While there generally should be and will be some written evidence of authority to represent Goodyear, failure to have written evidence is not definitively determinative of the absence of an agency relationship.

Third parties that receive commissions based on purchases made by others (sometimes called independent sales agents, sales agents, and/or commission agents), sales consultants, sales representatives, sales brokers, finders, Customs Agents, Customs Brokers, Freight Forwarders, Clearing Agents, or the like are frequently Agents. Distributors and Dealers are generally not Agents of Goodyear, because they are independent businesses that buy and resell for their own account. However, if a Distributor takes on the above described attributes of an Agent in certain transactions, then they can also be an Agent of Goodyear.

Consultants performing skilled services (for example, search firms, advertising agencies, outside accountants or outside lawyers) for Goodyear are generally not Agents of Goodyear, unless they are holding themselves out to the outside world in the commercial activity of transporting, distributing and/or selling as representing, speaking and/or acting for Goodyear. These types of third parties, however, are Consultants and/or Advisors (see definition below), and must be evaluated to determine whether they are Covered Third Parties subject to anti-bribery due diligence requirements.

Joint venture partners and joint venture situations need to be individually assessed pursuant to procedures obtained from the General Counsel or an Associate General Counsel.

Associate General Counsel: An attorney or counsel in Goodyear's Law Department located in Goodyear's global or regional headquarters having as or among their titles, the title of Associate General Counsel.

Business Owner: The Goodyear associate who engages, selects, and retains a Covered Third Party, or is responsible for maintaining or overseeing the relationship with the Covered Third Party after the Covered Third Party is retained. If Procurement is involved in the selection and retention of the Covered Third Party, the Procurement associate is the Business Owner. The Business Owner is responsible for ensuring that the Covered Third Parties for which s/he is responsible have completed the anti-bribery due diligence process, and have been "approved" in the System by the Goodyear

Attorney for the Country/Cluster/Region/Function or Business Unit that is retaining the Covered Third Party.

Business Unit Manager: The Business Unit Manager or BU Manager is the Goodyear associate who is responsible for issuing the business's determination that the Anti-Bribery Due Diligence has been properly completed, all Red Flags have been raised to the Goodyear Attorney and appropriately mitigated, and that the Covered Third Party may do business with Goodyear. This BU Manager must be a BU Manager with the appropriate delegation of authority to enter into the contemplated agreement or transaction with the Covered Third Party. Final review and approval or rejection of the Covered Third Party is by the Goodyear Attorney for the country/cluster/region/function or BU.

Charitable Donation: Money, goods, services, work time of employees, or other things of value given to a legitimate charitable organization.

Commentary: Goods, services, work time of employees, or other things of value given to a non-charitable organization (i.e. government agency, etc.) complying with all requirements of Goodyear's Anti-Bribery Policy would be classified as a "gift" or "donation," but not a Charitable Donation.

Consultant / Advisor: A Third Party engaged to perform skilled services (for example, search firms, advertising agencies, outside accountants or lawyers, advertising and marketing firms, communications firms, public relations firms, government relations firms, and human resources firms).

Commentary: A variety of Consultants and Advisors are Covered Third Parties that must complete Goodyear's required anti-bribery due diligence process prior to being engaged by Goodyear. These Covered Third Party Consultants and Advisors include:

- **Advertising:** A Third Party retained by or on behalf of Goodyear to research, analyze, create, produce, or publish technology, information or content for promoting products or services, and/or the process of attracting public attention to a product or business by using announcements in print, social, public relations, broadcast, electronic or any other current or developed media or events
- **Communications:** A Third Party engaged by Goodyear to create, edit, review or distribute information on behalf of the company in any media, including print, broadcast, electronic or other media or events
- **Government Relations:** A Third Party engaged by Goodyear to interact with a government, government official, or state-owned entity to influence public and governmental policy at any level of government: local, regional, national, or global
- **Human Resources:** A Third Party engaged by Goodyear to perform human resources processes and programs. This includes Third Parties retained to assist Goodyear in recruiting associates, outsourcing temporary or long-term employees, and obtaining government permits such as Visas, immigration, and/or work permits
- **Legal:** A Third Party engaged to advise Goodyear regarding legal matters, including investigations, regulatory compliance, litigation, mediation, arbitration, and/or compliance

- **Tax/Finance:** A Third Party engaged to advise Goodyear regarding finance and/or tax matters, including but not limited to analysis, compliance, planning, recommendations, management, classifying, audit, or tracking information on investments or potential investments, business development, assets, liabilities or spending
- **Travel Agent:** A Third Party engaged by Goodyear to plan, recommend, and/or book travel and travel-related services

Covered Third Party: A Third Party that must be processed through Goodyear's electronic anti-bribery due diligence System prior to entering into a business transaction with Goodyear. An up-to-date list of [Covered Third Parties](#) is available on GO.

Customs Agent, Customs Broker, Clearing Agent: A Third Party engaged to assist with the process of importing or exporting products or materials, specifically assisting in the collection and remittance of duties, taxes, other required charges, and/or the preparation of documents required by a nation's laws to import or export products or materials.

Dealer: A Third Party that purchases products or services (for its own account) from Goodyear for the purpose of selling substantially all of them (at least 90% in terms of revenue) to individual consumers either through physical store locations from which the Dealer conducts business or through on-line sales.

Commentary: Generally, master franchisees or franchisees would qualify as Dealers if they purchase products or services from Goodyear for the purpose of selling them to individual consumers through physical store locations from which they conduct business.

Distributor: A Third Party that purchases products or services (for its own account) from Goodyear and resells them to retailers, Dealers, other Distributors or other non-individual customers (e.g., commercial fleets, municipal transit services, etc.), regardless of whether a formal Distributorship agreement with Goodyear exists, and regardless of whether the Third Party has been officially appointed by Goodyear as a Distributor. For purposes of determining whether Anti-Bribery Due Diligence is required for a particular Third Party, (a) a Reseller or Wholesaler will be considered to be a Distributor, (b) a Third Party that acts as both a Distributor and a Dealer will be considered to be a Distributor, and (c) Dealers, Mass Merchandisers and vehicle manufacturers will not be considered to be Distributors.

Commentary: In determining whether a Third Party is a Distributor for purposes of Goodyear's Anti-Bribery Due Diligence Process, what is important is the essential nature of the relationship with Goodyear and the Third Party's relationship with others, not what label or term Goodyear or the Third Party use to describe the Third Party.

Although transactions with Dealers, Mass Merchandisers and vehicle manufacturers are generally not subject to the Due Diligence Process, there are two qualifications. First, to the extent that Goodyear becomes aware a particular Dealer, Mass Merchandiser, or vehicle manufacturer has made or offered bribes or engaged in other improper conduct, an Associate General Counsel should be notified immediately. Second, Goodyear's associates are subject

to Goodyear's Anti-Bribery Policy in all transactions with any Third Party, including Dealers, Distributors, Mass Merchandisers and vehicle manufacturers.

Due Diligence Process: The procedures described in Goodyear's current International Anti-Bribery Compliance Operational Guide that must be followed prior to transacting business with any Covered Third Party.

Duress Payment/Extortion Payment: A small payment made under imminent and real threat of violence or harm, if the payment is necessary to protect the health, liberty or safety of an associate or representative.

Commentary: A Duress Payment or Extortion Payment must have as a purpose the protection of the health, liberty or safety of an individual. A Duress Payment or Extortion Payment is never justified for the purpose of avoiding commercial, bureaucratic or economic duress. If an individual's health, liberty or safety is under imminent and real threat of harm and a payment is necessary to avoid that harm, the payment must not exceed U.S. \$100; written disclosure of the payment must be made within 48 hours to the General Counsel of The Goodyear Tire & Rubber Company and the payment must be properly recorded in Goodyear's books and records.

Facilitating Payment: Small payments made to low-level Non-USA Government Officials for the purpose of securing the performance of certain routine, non-discretionary government actions to which a company is already entitled under local law (such as the proper processing of governmental papers like visas, loading/unloading cargo, providing police protection, and mail pick-up or delivery).

Commentary: Facilitating Payments are absolutely prohibited under Goodyear's Anti-Bribery Policy.

Freight Forwarder: A Third Party engaged by Goodyear or one of its subsidiaries to assemble, consolidate, and/or break down shipments; and/or to arrange for transportation of freight from one location to another.

General Counsel: The head of Goodyear's Law Department, located in the headquarters of The Goodyear Tire & Rubber Company in Akron, Ohio, USA, having as or among his/her titles, the title of General Counsel.

Goodyear: All companies in the group of companies under the direct or indirect control of The Goodyear Tire & Rubber Company and all their directors, officers and employees.

Commentary: Direct or indirect control will be presumed to exist when a company or person (or a group of companies or persons) owns more than 50% of the equity of another entity.

Goodyear Attorney: An attorney or counsel in Goodyear's Law Department or outside attorney or counsel designated by an attorney or counsel in Goodyear's Law Department.

Government-Affiliated Customer: (a) A customer that is any national, provincial, regional or local government department, agency or other entity such as a military or police force, public hospitals or a public international organization such as the United Nations, World Bank, EU Commission, etc.; (b) a customer that is a political party; (c) a customer that is a **State-Owned Enterprise** (see definition) and/or (d) a customer that is a **Non-USA Government Official** (see definition).

In-kind: A payment in goods, services, commodities, or other thing of value instead of money.

License/Permit: Legal or official permission, issued by a national, provincial, regional, local or other government entity, to engage in a certain business or undertake a certain activity, without which the business or activity would be illegal. A license or permit is frequently issued by a document.

Mass Merchandiser: Large retail store (for example, Walmart and Carrefour) offering for sale to consumers a wide range of product categories in addition to tires, such as appliances, clothing, furniture, office supplies and shoes.

Non-USA Government Official: (a) any official, employee, or agent of a Non-USA government (including members of armed forces and police forces), Non-USA public hospital or public international organization (such as the United Nations, World Bank, EU Commission, etc.); (b) any Non-USA political party official or any candidate for Non-USA political office; or (c) any employee or agent of a State-Owned Enterprise.

Political Contribution: Money, goods, services, work time of employees, or other thing of value given to a political party or political committee; an officer, agent, or employee of a political party or political committee; or a candidate for political office.

Purchase Order: A document generated by the buyer that identifies the description, quantity, and price of goods or services and authorizes a purchase transaction.

Red Flags: Factors that indicate that there could be a higher probability of improper conduct by a Third Party which should prompt more inquiry in evaluating a Third Party. A list of the more common “Red Flags” is contained in the International Anti-Bribery Compliance Operational Guide.

Reseller: A Third Party that makes spot purchases of products or services directly from Goodyear from time to time, which are resold to another party, where there is no formal or informal agreement or understanding of appointment by Goodyear to represent Goodyear in the resale of products or services. Resellers are considered to be Distributors for purposes of Goodyear’s Anti-Bribery Policy and Due Diligence Process requirements. Please see definition of **Distributor**.

State-Owned Enterprise: A company, partnership or other legal entity (a) with an ownership interest of 30% or more held, directly or indirectly, by a Non-USA national, provincial, regional or local government or government entity (or group of Non-USA governments and/or government entities) or (b) otherwise controlled by a Non-USA national, provincial, regional or local government

by virtue of the ability to appoint a majority of the entity's Board of Directors or similar body or the ability to appoint the entity's chief executive officer, managing general partner or other similar officer.

Third Party: Any person or entity that is not Goodyear or a Goodyear associate.

Wholesaler: A Third Party that primarily purchases products or services (for its own account) from Goodyear and resells them to retailers. Wholesalers are considered to be Distributors for purposes of Goodyear's Anti-Bribery Policy and Due Diligence Process requirements. Please see definition of **Distributor**.

Appendix B

Travel for Non-USA Government Officials Checklist

INSTRUCTIONS:

This form must be completed before authorizing Company-funded travel and related expenses provided to Non-USA Government Officials.

1. Complete **Section A** of this form. This section should be completed by the business person responsible for the proposed travel or by his or her designee.
2. Submit the form to the Strategic Business Unit President (or a corporate elected officer having oversight for the proposed travel) for review and approval as described in **Section B**.
3. Following approval by the Strategic Business Unit President or the corporate elected officer having oversight for the proposed travel, submit the form to the Law Department for approval by the Associate General Counsel or General Counsel as described in **Section C**.

Section A

(to be completed by the requestor or his/her designee)

1. Identify the Goodyear employee who has proposed the travel expenditure.
 - a. Name
 - b. Position
 - c. Country
2. Identify each Non-USA Government Official whose travel and/or related expenses would be reimbursed by the Company, in whole or in part.

Name of Individual	Position	Institution / Agency

3. Give the total proposed budget, and explain in the table below all of the separate costs that are included in the total.

Description of separate cost	Cost	Cost (U.S.\$)
TOTAL BUDGET:		

4. Attach a copy of the proposed travel itinerary or write it in the space below.
5. What is the business purpose of the travel? Why should the Company pay for this travel? Describe in detail. Attach additional sheets as needed.
6. Does the itinerary include any stops at locations where Goodyear does not have an office or other ongoing operation?
☐ Yes ☐ No
If yes, explain the business purpose for stopping at such a destination.
7. Please indicate the travel and accommodation standards.
Airline: ☐ Economy ☐ Business
Hotel: ☐ Business ☐ Other ☐ Not Applicable
If business class air travel is planned, please explain why you believe that it is reasonable under the circumstances.
8. Are any steps necessary in order for the travel to comply with local law or the internal rules of the Non-USA Government Official's organization?
☐ Yes ☐ No
If yes, please describe and state whether any required approval has been obtained.
9. Please confirm the following:
- a. The travel is not intended as an incentive for, or in exchange or as a reward for, an improper business advantage for Goodyear.
☐ Confirmed ☐ Not confirmed
 - b. The travel is not intended to confer a personal benefit on a Non-USA Government Official.
☐ Confirmed ☐ Not confirmed
 - c. Trip participants were selected by the government entity that employs the participants, not Goodyear.

- ☐ Confirmed ☐ Not confirmed
- d. Prior written notification of the trip was provided to the government entity that employs the trip participants.
- ☐ Confirmed ☐ Not confirmed
- e. No family members of trip participants will travel at Goodyear's expense.
- ☐ Confirmed ☐ Not confirmed

Signature: _____ Date: _____

Name: _____ Position: _____

[SUBMIT COMPLETED FORM TO STRATEGIC BUSINESS UNIT PRESIDENT OR GOODYEAR ELECTED CORPORATE OFFICER HAVING OVERSIGHT FOR THE PROPOSED TRAVEL]

Section B

(to be completed by the Strategic Business Unit President (or a corporate elected officer having oversight for the proposed travel))

I have reviewed the foregoing information and collected supporting information as necessary. Based on my review this sponsorship request is

☐ APPROVED ☐ DENIED

Strategic Business Unit

President Signature: _____ Date: _____

Name: _____ Position: _____

[SUBMIT COMPLETED FORM TO THE LAW DEPARTMENT]

Section C

(to be completed by an Associate General Counsel or the General Counsel)

I have reviewed the foregoing information and collected supporting information as necessary. Based on my review this travel request is

☐ APPROVED ☐ DENIED

Law Department Signature: _____ Date: _____

Name: _____ Position: _____

OUR COMPANY | STRATEGY ROADMAP

ENVIRONMENTAL, HEALTH & SAFETY (EHS) POLICY

As a global, socially responsible corporate citizen, Goodyear will conduct our business in accordance with the highest applicable legal and ethical standards. We strive to contribute to sustainable economic development and environmental protection while seeking to improve the quality of life of our associates, families, communities, and society in general.

We want our associates and contractors to have work environments that are safe and secure. To that end, we shall:

- Demonstrate EHS leadership through all levels of management and help strengthen our corporate culture so all associates and contractors embrace this policy as their guiding principle.
- Comply with all applicable EHS laws and regulations, as well as Goodyear's EHS Management System that is based on our global EHS standards.
- Ensure that all associates and contractors are aware of their roles and responsibilities to comply with Goodyear's EHS Policy and Management System.
- Encourage and educate all associates and contractors to take personal accountability and share ideas for protecting the environment and continuously improving the safety and health of our workplaces.

- Set company-wide goals and objectives that seek to continuously improve EHS systems and performance, reduce our environmental impact, and increase the sustainability of our materials, operations and products.
- Integrate our EHS Management System into all business functions, including the design, production, distribution, and support of our products and services.
- Strive to reduce our environmental impact and conserve natural resources by minimizing waste, water usage, and air and greenhouse gas emissions while reusing and recycling materials (where possible), and responsibly managing energy use through the life cycle of the tire.

Meeting these objectives is a primary management value and the collective and individual responsibility of all Goodyear associates and contractors worldwide.

A large, stylized handwritten signature in black ink, reading "Richard J. Kramer". The signature is written in a cursive, flowing style with thick strokes. The first name "Richard" is written in a more formal, blocky cursive, while "J." is a simple dot and "Kramer" is written in a more fluid, cursive script. The signature is positioned horizontally across the middle of the page.

Richard J. Kramer

VERSION 1.1
OCTOBER 5, 2018



GLOBAL PROCUREMENT POLICY

THE GOODYEAR TIRE & RUBBER CO.
200 INNOVATION WAY, AKRON OH

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SECTION 1: GLOBAL PROCUREMENT POLICY OVERVIEW

This Global Procurement Policy of The Goodyear Tire & Rubber Company (the “Policy”) governs requirements for all procurement activities by all operating entities globally, in order to support the procurement of all materials, equipment, goods and services.

This Policy applies to all associates of the Goodyear family of companies worldwide, so “Goodyear” or “Company” refers to any such company, and “associate” means every company director, company officer, and salaried and hourly associate, unless otherwise specified. In some instances, this Policy will apply equally to other people working on Goodyear’s behalf through Goodyear’s contractual relationships.

No regional or local procurement policies will exist within Goodyear. This Policy is subject to all Goodyear corporate policies and the [Business Conduct Manual](#). In case of a conflict with this Policy and any Goodyear corporate policies or Business Conduct Manual, the Goodyear corporate policy or Business Conduct Manual, as applicable, will prevail.

Compliance with this Policy will be verified by the Company’s Internal Audit and/or Internal Controls departments. Associates who violate the Policy will be subject to appropriate discipline.

This Policy has been translated into multiple languages to accommodate various Goodyear entities worldwide. To the extent permitted by law, in the event of any discrepancy between the various versions, the English language version will prevail.

Except as required by law, no portion of this Policy may be released outside Goodyear (except to other people working on Goodyear’s behalf or at Goodyear’s direction) without the prior written permission of the Vice President and Chief Procurement Officer.

Compliance with all Goodyear policies is required of all Goodyear associates.

Many policies, guides and manuals apply to procurement activities, including but not limited to:

- [Anti-Bribery Policy & Operational Guide](#)
- [Business Conduct Manual](#)
- [Capex Budget Procedures & Policies](#)
- [Capital Budget & Asset Management Policies \(Asset Acquisition Policy\)](#)
- [Conflict of Interest Policy](#)
- [Consulting Approval Policy](#)
- [Giving & Accepting Gifts Policy](#)
- [Global Business Travel & Expense Policy](#)
- [Global Human Rights Policy](#)
- [Global Standard Vendor Payment Policy](#)
- [Indirect Spending and Approval Limits Policy \(Purchase Order Exception List\)](#)
- [Insider Trading Policy](#)
- [IT Print and Conferencing Policy \(Akron Campus\)](#)
- [Procurement Card Policy](#)
- [Records Retention Policy](#)

This Global Procurement Policy will be maintained by the Company's Global Procurement Department ("Procurement"). Requested changes to this Policy must be submitted to Procurement, and will be reviewed by the Procurement Policy steering committee prior to submission to the Vice President and Chief Procurement Officer for approval.

SECTION 2: ROLES AND RESPONSIBILITIES

PROCUREMENT OVERVIEW

For all purchases for which Procurement has not provided an exception to the sourcing process (e.g. categories in the [Purchase Order Exception List](#); authorized Procurement Card purchases), it is the responsibility of Procurement to arrange for the purchase of materials, equipment, goods and services with the objective that they will be available in the agreed place, quantity and quality, and at the appropriate price and time, consistent with the needs of the Company. In support of this responsibility, Procurement has responsibility and authority to review purchase requests, requisitions, specifications and sources within the following guidelines:

- A. All purchases must be made through approved Purchase Orders, procurement cards or a fully executed contract, unless included on the PO Exception List (see [Indirect Spending and Approval Limits Policy](#)).
- B. Know and abide by the standard bidding processes and procedures as defined in the Strategic Sourcing Process and Enhanced Sourcing Tools, where applicable, and may vary based on spend, category and business requirements.
- C. With the exception of Procurement-related expenses, Procurement associates may not generate purchase requisitions or shopping carts.
- D. The business stakeholder and Procurement are jointly responsible for developing a list of acceptable suppliers of a specific product or service whenever necessary, with the business stakeholder being responsible for the technical aspects of the evaluation and Procurement being responsible for the commercial aspects. Once a list of acceptable suppliers has been established, Procurement shall be solely responsible for selection of a supplier unless variations of acceptability or quality exist. When technical analysis of the bid is required, Procurement will be jointly responsible, along with the business stakeholder, for selection of a supplier.
- E. Procurement shall not alter specifications without alignment with business stakeholder.
- F. It is the responsibility of the business stakeholder to own and establish the Statement of Work (SOW) and specifications. In some cases, Procurement may provide assistance as needed. It is the responsibility of Procurement to review and evaluate the specifications of each purchase requisition, including but not limited to sole source requests and requests that are inconsistent with the requirement or do not conform to Company standards.

The following are specific Policy requirements for the roles of Procurement, Finance and business stakeholders.

PROCUREMENT RESPONSIBILITIES

Procurement General Responsibilities:

The procurement of materials, equipment, goods and services.
Purchase only according to the authority that has been granted by the Company.

Review and approve any changes to the Purchase Order “terms and conditions” prior to acceptance by the company. Such approval must include input from the Law and Risk Management departments.
Know and abide by approval level requirements and ensure that proper approval is obtained for transactions. Purchase Orders may not be split into multiple purchase orders of smaller portions in order to bypass a higher level of authority needed to approve or release a Purchase Order.
Retain documentation that supports purchasing activities, as applicable. Reference the appropriate Records Retention schedule for the location.

Procurement Sourcing Responsibilities:

Oversee Request for Quotation (RFQ), Request for Proposal (RFP), Request for Information (RFI) and Invitation for Bid (IFB) processes. At a minimum, Procurement must be copied on all quotes from the supplier, and the preference is for Procurement to directly receive all quotes.
Conduct all communications with suppliers involving price or other commercial terms. In cases where technical or non-commercial discussions are necessary, the business stakeholders may correspond with suppliers on these non-commercial topics. When this occurs, Procurement must be provided copies of all available correspondence. Procurement must be present at, and lead, any meeting where pricing or commercial terms are discussed.
Supplier development and qualification in conjunction with the Strategic Business Unit (“SBU”) and other relevant business stakeholders. Procurement has the primary responsibility for defining the supplier base, though everyone is encouraged to nominate prospective suppliers for qualification.

SBU FINANCE REPRESENTATIVE, GLOBAL PROCUREMENT FINANCE OR APPROVED DELEGATE RESPONSIBILITIES

Finance General Responsibilities:

Ensure the accounting information on the requisition or shopping cart is appropriate for the purpose of the request. During the requisition and shopping cart approval process, ensure that General Ledger (G/L), cost center and tax code are appropriate for the request.
Approve exceptions to supplier payment schedules.
Ensure that up-to-date vendor master records are maintained.

BUSINESS STAKEHOLDER RESPONSIBILITIES

Business Stakeholder General Responsibilities:

Obtain an approved Purchase Order or other contract that pre-dates delivery of goods or services, or use a procurement card, except where the service or product is named on the Purchase Order Exception List.
Submit a requisition or shopping cart with adequate lead time to allow Procurement to conduct its procurement activities prior to issuance of a Purchase Order or other contract.
Ensure that suppliers submit quotes directly to Procurement. At a minimum, Procurement must be copied on all quotes from the supplier; the preference is for Procurement to directly receive all

quotes. Additionally, any supplier inquiries concerning pricing or commercial terms are to be directed to Procurement.
Follow the local emergency Purchase Order process, and ensure an approved Purchase Order is obtained immediately following the emergency event.
Obtain Procurement approval for any single source or sole source supplier requests.
Engage Procurement for all leasing arrangements; all leases require Treasury approval.
Follow appropriate approval limits. It is strictly forbidden to divide quantities and values of a purchase by using multiple purchase requisitions or shopping carts in an attempt to keep values below defined approval thresholds or avoid obtaining the appropriate approvals.
Ensure work by other than company associates does not start prior to the suppliers' acceptance of the "terms and conditions" on the standard Purchase Order form or a signed agreement between the parties .
All functions may only initiate purchase requisitions funded from budgets within their budgetary control. Corporate capital project requisitions may only be issued for services or products within the defined scope-of-work of the approved project budget. The business issuing the requisition is responsible for obtaining all appropriate budgetary approvals as required. An approved budget does not mean an authorization to select, or make spending commitments with, a third party. Such activities require the involvement of the Procurement Department. However, budget holders may test cost and availability on the market for budget-setting purposes. Budget approval does not replace the requirement for requisition and/or Purchase Order approval.

Business Stakeholder Approval Responsibilities and Limits:

All requisitioning associates, regardless of location, must obtain proper approvals in accordance to the limits established within the Indirect Spending and Approval Limits Policy . Change notices to increase value of an order require approval of the revised total value level of the order as calculated after the change being requested is applied.
May delegate approval authority for requisitions: <ul style="list-style-type: none"> • For up to 100% of a delegator's requisition approval limit; and • Is only permitted to grant to an individual who is that delegator's direct report at management level, or who is no more than one management level below the delegator.

SECTION 3: AUTHORITY TO EXECUTE DOCUMENTS

Procurement associates may not act outside their specific authority to bind The Goodyear Tire & Rubber Company or its subsidiaries.

Such authority is specifically granted by formal delegations of authority, powers of attorney or the corporate resolutions or regulations of the relevant legal entity. The granting of and form of authority that applies varies by region, country and legal entity.

Each region is required to implement the suggested approval levels as documented in the Global Procurement Policy Playbook* by executing an appropriate legal delegation, Power of Attorney or other document.

Requests for Delegation of Authority or Power of Attorney must be received by Global Procurement and approved by the Vice President and Chief Procurement Officer, and the local Law Department, prior to issuance.

The Procurement Delegation of Authority and Power of Attorney does not authorize procurement associates to accept any changes to a Goodyear standard form or template, including the Purchase Order Terms and Conditions.

SECTION 4: SUPPLIER MANAGEMENT

Suppliers must be selected in accordance with the guidelines established within this Policy, within the corresponding Global Procurement Policy Playbook, and including any other policies, guides or manuals, including the referenced policies, guides or manuals as referenced in Section 1 of this Policy document.

SUPPLIER DIVERSITY

Goodyear and its subsidiaries offer equal opportunity to all qualified businesses to become suppliers for the materials, equipment, goods and services required for operations.

In accordance with this Policy, the sourcing process for all materials, equipment, goods and services must comply with local legislation that supports an equal opportunity to become a primary supplier or a subcontractor to a primary supplier for Goodyear and its subsidiaries.

For the United States, this Policy is applicable to all levels and groups within Goodyear that procure goods and services for USA operations, and addresses the procurement of goods and services from Small, Hub-Zone Small, Small Disadvantaged, Minority-Owned, Woman-Owned Small, Veteran-Owned Small, Service-Disabled Veteran-Owned Small Business Concerns and LGBT-Owned Businesses (“Diverse Suppliers”).

It is Goodyear’s policy to support, on a competitive basis, purchases from Diverse Suppliers and to expand business relationships with these suppliers, to enable the outcome of increased utilization of diverse businesses.

All procurement associates designated to purchase goods and services for Goodyear’s United States locations must actively pursue Diverse Suppliers in order to meet/exceed Goodyear’s goals.

For South Africa, compliance is required for the Broad-Based Black Economic Empowerment (B-BBEE) Act Codes of Good Practice. The intention of the Codes of Good Practice is to level the playing field for all entities operating within the South African economy by providing clear and comprehensive criteria for the measurement of B-BBEE. Goodyear is required to meet the B-BBEE requirements in order to comply with the South Africa legislation and qualify for government incentives such as the Automotive Investment Scheme (AIS).

Detail pertaining to diversity requirements for the United States, South Africa and Europe is included in the Global Procurement Policy Playbook. Additionally, in accordance with this Policy, each region or country must consult with their local Law Department to understand and comply with local legislation.

SMALL BUSINESS SOLICITATIONS/SUBCONTRACTING

For the United States, Goodyear is required to have an approved subcontracting plan that complies with U.S. Federal Acquisition Regulations (FAR) 52.219-9. This plan and the FAR require sourcing documentation of small business solicitations for sourcing/PO/business over \$150,000 USD. See Global Procurement Policy Playbook for details, including the [Small Business Solicitation Record \(SBSR\) form](#).

Separate requirements that may be more restrictive may have been established for certain countries to address local legal requirements.

CORPORATE PURCHASING AGREEMENTS

A “Corporate Purchasing Agreement” is a legally binding commitment negotiated by Procurement, which defines the supply of goods or services at agreed commercial conditions between Goodyear and a supplier.

Corporate purchasing agreements are negotiated with select suppliers to allow Goodyear to maximize global/regional volumes to obtain the best commercial conditions possible. These agreements may be negotiated at a global or regional level.

It is the responsibility of the agreement sourcing leader to notify all locations to which the agreement applies. Local/regional compliance with these agreements is mandatory. Approval to source materials or services from an alternate supplier when a Corporate Purchasing Agreement has been specified must be approved by an appropriate Procurement Director in writing and attached to the corresponding requisition or shopping cart in the appropriate requisitioning system.

SUPPLIER ENABLEMENT VENDOR CODE REQUESTS – NEW / REVISION / DELETION

An SAP vendor code is required to support supplier enablement and all supplier payments. Contact your local Procurement Department for direction.

CONTRACTS

Contact your local Law Department with any questions relating to contracts, including procedures relating to the review, drafting, negotiation and execution of contracts (including, but not limited to, Purchase Orders). Furthermore, certain regional Law Departments have written policies and playbooks on contracts and other legal matters, and your local Law Department can direct you to these resources, as applicable.

FINANCIAL REPORTING REQUIREMENTS

Global Procurement is required to comply with reporting requests originating from Corporate Accounting and Treasury.

ACCEPTANCE OF SAMPLES

No samples of materials, equipment, goods or services shall be accepted unless there is an actual need for the sample and there is a reasonable chance that Goodyear will purchase that item after it is successfully tested.

Any samples for indirects that are not already included in an existing contract or Purchase Order must be covered by a Purchase Order if they:

- Are not totally free of charge to Goodyear (including shipping, handling and other costs); and/or,
- Will be used in production

Any samples for raw materials that are not already included in an existing contract or Purchase Order must be covered by a Purchase Order if they:

- Will be used in production. For example, samples received for lab analysis will not be used in production.

SECTION 5: ETHICS AND LAWS

QUESTIONS ABOUT POLICY OR REPORTING NON-COMPLIANCE

If you have any questions, or if you need further information, contact your local Law Department and/or Compliance & Ethics Department.

Goodyear requires associates to report known and suspected violations, or if they have been asked or directed to do anything that they believe would be a violation. An associate may report such issues to: (1) his/her manager; (2) the VP or Director, Compliance & Ethics; (3) the Goodyear Law Department; (4) Internal Audit; (5) Human Resources; or (6) the Goodyear Integrity Hotline. The [Goodyear Integrity Hotline](#) can be used for any report, anonymous or not, including accounting or auditing matters. If you call from an EU country, some restrictions may apply as a result of regional or local privacy laws; please contact your Law Department if applicable law prohibits anonymous reporting.

EXPORT CONTROLS AND ECONOMIC SANCTIONS

As outlined in the Business Conduct Manual, Goodyear is committed to the strict adherence to all applicable import and export laws and regulations. The [Goodyear U.S. Export Controls Compliance Manual](#) and the [2014 Directive re Arab Boycott](#) provide direction for export and import requirements, and compliance with economic sanctions, as they apply to both United States and non-United States entities. Additional requirements may apply outside the United States. Consult with your local Law Department for additional direction.

Instructions and Policies for Goodyear Suppliers

The website supplier.goodyear.com provides links to the instructions and policies that must be followed by Goodyear suppliers, including [Goodyear's Supplier Code of Conduct](#).

SECTION 6: PURCHASE ORDER EXCEPTION LIST

The Purchasing Order Exception List represents global exceptions to Purchase Order requirements, and is located within the [Indirect Spending and Approval Limits Policy](#). To align with legal requirements within a regional area, items on this list may be omitted. Additional exceptions require review of Global Procurement prior to approval by the Vice President and Chief Procurement Officer.

SECTION 7: DOCUMENT REVISION HISTORY

Revision History:		Date Created:	10/5/2018
		Date of Last Revision:	10/5/2018
		Document Review Date:	10/4/2018
		Document Author:	Julie Neal
Rev Level	Section Changed	Description of Changes	Date
3	4	Added LGBT -Owned language to diverse supplier	10/4/2018

Approvals:

Date	Rev Level	Name	Title	Status
10/4/2018	3	Maureen Thune	VP and Chief Procurement Officer	APPROVED

Global Human Rights Policy

HR POLICY

Issued by: Corporate Human Resources
Category: Zero Tolerance
Title: POL-360Global Human Rights
Publish date: 09/01/2011 11:57
Audience: GLOBAL

POLICY ON GLOBAL HUMAN RIGHTS

Goodyear's policy on global human rights applies to the Company's operations worldwide and is part of our commitment to ethical and socially responsible behavior.

Discrimination

Goodyear has a zero tolerance policy and is committed to maintaining an inclusive workplace free of harassment and discrimination based on a person's status such as race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or other characteristics protected by applicable law. Any associate who knows of discrimination or harassment, or feels that he or she has been subjected to or falsely accused of discrimination or harassment should report it immediately to the person with immediate authority over the workplace, to his or her human resources representative, or to the other resources identified in the zero tolerance policy. All reports will receive an appropriate investigation or review.

Voluntary Employment

Each associate's presence must be voluntary. This specifically prohibits all forms of prison labor, indentured labor, slave labor, or other forms of compulsory labor or human trafficking.

Child Labor

Goodyear does not engage in or condone the unlawful employment or exploitation of children in the workplace (In the absence of any national or local law, Goodyear will define "child" as someone less than 15 years of age. If local minimum age law is set below 15 years of age, but is in accordance with developing country exceptions under the International Labor Organization (ILO) Convention 138, the lower age will apply). Further, we support the use of legitimate workplace apprenticeship, internship, and other similar programs that comply with all laws and regulations applicable to such programs.

Freedom of Association

Goodyear recognizes and respects associates' rights and freedom to join organizations of their own choosing or to refrain from joining organizations. Associates who have chosen unions in

accordance with applicable laws and regulations are entitled to bargain collectively through representatives of their own choosing. The Company shall facilitate open communication and direct engagement between associates and management in those situations in which the right to freedom of association and collective bargaining are restricted under law. No associate shall be subject to dismissal, discrimination, harassment, intimidation, or retaliation due to his/her membership in a lawful workers' association or union.

Work Hours and Wages

Goodyear is committed to complying with all applicable laws and regulations dealing with the wages we pay our associates and the hours they work.

Safe and Secure Workplace

Goodyear is concerned about the safety and health of its associates. We take steps to reduce the chance of workplace accidents, injuries, or exposures to health risks. In particular, this commitment encompasses all forms of "workplace violence," which is specifically prohibited by Company policy.

Suppliers

Goodyear seeks to do business with suppliers that observe similar standards in their relations with their employees and their own supply chains.



Global Zero Tolerance Booklet

Goodyear is committed to providing a work environment that is professional, respectful and free from discrimination, harassment, retaliation, and workplace violence.



The Goodyear Tire & Rubber Company
January 2019

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INTRODUCTION

The Goodyear Tire & Rubber Company and its subsidiaries and affiliates around the world (“Goodyear” or “Company”) are committed to providing a work environment that is professional, respectful, and free from discrimination, harassment, retaliation, and workplace violence.

The policies described in this Global Zero Tolerance Booklet (“booklet”) apply to every associate (including every director, officer, and salaried or hourly associate) of Goodyear worldwide. The policies also apply, where appropriate, to non-associates, including but not limited to: applicants, contract or temporary workers, casual laborers, guests, customers, vendors, union officials, and consultants.

The policies contained in this booklet address conduct in the workplace as well as conduct in all other settings related to an associate’s employment with Goodyear. The policies contained in this booklet may also apply to off-duty conduct to the extent such conduct violates a Company policy/work rule and negatively impacts or interferes with an associate’s employment, ability to effectively perform his/her job, or Goodyear business interests.

The policies contained in this booklet are meant to be read/interpreted in conjunction with applicable law(s) in the various jurisdictions around the world in which Goodyear operates. This booklet incorporates by reference and should be read/interpreted in conjunction with Goodyear’s Business Conduct Manual and does not create a contract of employment or any contractual rights.

ZERO TOLERANCE

The conduct described in this booklet, including discrimination, harassment, retaliation, and workplace violence, is not acceptable at Goodyear. Goodyear has *zero tolerance* for this type of conduct. No incident or report of discrimination, harassment, retaliation, or workplace violence will be ignored.

The term *zero tolerance* refers to a standard of conduct. *Zero tolerance* is not a system of penalties and does not mean that every violation of the policies herein will necessarily result in termination. However, in some cases, in the sole discretion of the Company and based upon the severity of the conduct, a single violation of a policy contained in this booklet may result in immediate discharge and loss of benefits, as permitted by applicable law.

The Company is committed to ensuring that all penalties (e.g., discipline, corrective actions, etc.) are not imposed arbitrarily, but are consistent, proportionate, and lawful.

PROHIBITED CONDUCT

Goodyear demands a workplace that maximizes the potential of its associates and fosters a team spirit in a diverse workforce. To that end, Goodyear has *zero tolerance* for acts of harassment and discrimination, based upon consideration of race, color, ethnicity, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information, citizenship status, or other characteristics protected by applicable law. Goodyear also has *zero tolerance* for any form of workplace violence or retaliation.

DISCRIMINATION

Discrimination is treating a person (or group of persons) differently, or less favorably, in any term or condition of employment because of a characteristic protected by applicable law.

As an equal opportunity employer, Goodyear is committed to providing equal employment opportunities to qualified associates and applicants without regard to race, color, ethnicity, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information, citizenship status, or other characteristics protected by applicable law.

This means that Goodyear will recruit, hire, train, compensate, promote, and provide other terms and conditions of employment without regard to an individual's race, color, ethnicity, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information, citizenship status, or other characteristics protected by applicable law.

Goodyear will use merit, qualifications, and other job-related criteria as the bases for all employment-related decisions affecting associates and applicants.

Everyone at Goodyear is responsible for maintaining a work environment that is free of discrimination. [Instructions for reporting a concern or incident that you believe may violate the terms of this policy are detailed below.](#)

HARASSMENT

Harassment is a form of discrimination where someone engages in conduct that: (1) is unwelcome or unwanted; (2) is based on a protected characteristic as listed below; and (3) has the purpose or effect of: (a) creating an intimidating, hostile, or offensive working environment or (b) unreasonably interfering with an individual's work performance. Goodyear strictly prohibits harassment of an associate, applicant, or other persons in the workplace because of that individual's race, color, ethnicity, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information, citizenship status, or other characteristics protected by applicable law.

Harassing conduct based on a protected characteristic may include, but is not limited to: offensive name-calling, slurs, taunting, nicknames, epithets, graffiti, jokes, posters, calendars, emails, pictures, or other things deemed inappropriate by the Company.

[Instructions for reporting a concern or incident that you believe may violate the terms of this policy are detailed below.](#)

SEXUAL HARASSMENT

Sexual harassment is one type of harassment and may include unwelcome sexual advances, requests for sexual favors, and other forms of harassment of a sexual nature.

Examples of the type of conduct prohibited by this policy include, but are not limited to:

- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct, such as leering; making sexual gestures; or viewing, forwarding, or displaying sexually suggestive material (including on company-provided assets such as mobile devices or computers).
- Verbal conduct, such as making or using derogatory sexual comments, epithets, slurs, or jokes; graphic verbal commentaries about an individual's body; sexual comments on or inquiries into one's

sex life or sexual activities; or obscene letters, e-mails, pictures, graffiti, social media posts, websites, or notes.

- Physical conduct, such as impeding or blocking movements, touching, groping, or assaulting.

It should never be stated or implied that an individual's submission to or rejection of requests for dates or sexual advances or favors will have any effect on the individual's employment, assignment, compensation, advancement, or any other condition of employment.

Everyone at Goodyear is responsible for maintaining a work environment that is free from harassment. [Instructions for reporting a concern or incident that you believe may violate the terms of this policy are detailed below.](#)

WORKPLACE VIOLENCE

Goodyear is committed to providing a safe work environment for all associates. Many Goodyear policies, benefit programs, and work rules clearly support the Company's commitment to a safe workplace, and this policy reaffirms Goodyear's *zero tolerance* for threats or acts of workplace violence that involve or affect Goodyear associates (or other persons in the workplace) or that occur on Goodyear's premises.

Examples of prohibited conduct include but are not limited to:

- Engaging in or threatening physical contact or harm toward another individual, or the individual's family, friends, associates, or property.
- Stalking, harassing, threatening, menacing, or intimidating others with physical or threatened violence, or harm, including by action, gesture, orally, in writing, or otherwise.
- The unauthorized possession or use of firearms, ammunition, explosives, or other weapons, or use of any tool or object as a weapon (i) on Company property, or (ii) while engaged in Company business. Possession of a valid concealed weapons permit authorized by country, federal, state, provincial or local law is not an exemption under this policy.
- Engaging in an activity that causes intentional damage to Company or associate property or engaging in acts of sabotage or vandalism.
- Any other similar act, or threatened act, or aggression involving physical force or intimidating, menacing, or combative behavior.

Certain performance and/or conduct problems can be indicators of the conduct prohibited by this policy. It is possible that only one (or none) of these indicators will occur. It is also possible that a pattern of conduct may highlight a significant change from an individual's normal behavior. Remember that the presence of any of these indicators does not necessarily mean a violent act will occur. They may be indicators of other types of personal issues. Examples of indicators include, but are not limited to:

- Threatening statements/comments regarding harm to self or others;
- A preoccupation with incidents of workplace violence;
- Evidence of possible drug or alcohol use/abuse;
- Disregard for personal safety, including taking needless and uncharacteristic risks; or
- Evidence of personal stress, e.g., uncontrolled crying, emotional outbursts, uncharacteristic hostility, or aggressiveness.

Immediately report a concern/incident if you witness these or other indicators, or if you have reason to believe that an act of workplace violence has occurred, is occurring, or will occur.

Everyone at Goodyear is responsible for maintaining a work environment that is free from workplace violence. [Instructions for reporting a concern or incident that you believe may violate the terms of this policy are detailed below.](#)

REPORTING PROCEDURE (CONCERNS AND/OR POLICY VIOLATIONS)

Everyone is responsible for maintaining a work environment that is free from discrimination, harassment, retaliation, and workplace violence. All associates and applicable non-associates must promptly report a concern or incident to which he or she is subjected, that he or she witnesses, or of which he or she becomes aware. Reports can be made to any one of the following resources. Anonymous reports can be made to the Goodyear Integrity Hotline by phone or on the internet.

Supervisor, Plant/Center/Region Manager, Department Head, or Human Resources Representative	
VP Compliance & Ethics	Phone: 1-330-796-6635/ GTN 446-6635
Director, Compliance & Ethics	Phone: 1-330-796-7288/ GTN 446-7288
The VP Internal Audit	Phone: 1-330-796-3143/ GTN 446-3143
The Goodyear Integrity Hotline	Phone numbers and web intake form may be accessed at: www.goodyear.ethicspoint.com <i>Allows for Anonymous Reporting</i>
Director, Global Security & Investigations	Phone: (330) 796-4062/ GTN 466-4062
Applicable Goodyear Lawyer or the Office of the General Counsel	Office of the General Counsel Phone: 1-330-796-2408/ GTN 446-2408
	Associate General Counsel, Americas Phone: 1-330-796-9435/ GTN 446-9435
	Associate General Counsel, Asia Pacific Phone: 86-21-6132-6085/ GTN 601-6085
	Associate General Counsel, Europe, Middle East, & Africa Phone: 32-2-761-1807/ GTN 669-1807
Please visit the Goodyear GO Intranet site to check on any updates to these numbers.	

COMPANY RESPONSE

Reports of potential policy violations or concerns will be investigated. The Company will maintain confidentiality during the investigation to the maximum extent possible under the circumstances. The Company's response will be the same for anonymous reports; however, the Company may be limited in some cases where incomplete information is provided.

Where a violation has been substantiated, the Company will act promptly to address the conduct and impose appropriate corrective and/or remedial action. Depending on the circumstances, the Company may take disciplinary action, ranging from verbal counseling to termination of employment and loss of benefits, where warranted and as permitted by applicable law. The Company reserves the right to discipline associates for conduct that does not rise to the level of unlawful discrimination, harassment, retaliation, or workplace violence, but that violates the terms of the policies contained herein or other Company policies.

For violations involving non-associates—such as applicants, contract or temporary workers, guests, customers, casual laborers, vendors, union officials, and consultants—the Company reserves the right to terminate any contract or other legal relationship with the offending third party or to deny that third party continued access to Company premises.

RETALIATION

Goodyear strictly prohibits any form of retaliation against individuals who:

- Report in good faith known or suspected violations of policy or law (even if those concerns are found to be unsubstantiated); or
- Participate and cooperate in an investigation.

Individuals should use the reporting procedure described in this booklet to report any suspected intimidation, threats, or retaliation. Making a report or cooperating in an investigation will not protect an individual from discipline for their own misconduct or wrongdoing.

Retaliation is serious misconduct. Where retaliatory conduct is substantiated, the Company will take prompt remedial and/or corrective action which may include disciplinary action, up to and including termination of employment and loss of benefits, as permitted by applicable law.

Everyone at Goodyear is responsible for maintaining a work environment that is free from retaliation.

Immediately report any violation of this policy, including any observed or suspected retaliatory conduct.

OTHER RELEVANT GOODYEAR POLICIES

Refer to the following Goodyear policies for additional guidance or policies applicable to the reader's jurisdiction:

- [Business Conduct Manual.](#)
- [Global Workplace Fraternization Policy.](#)
- [Social Media/Internet Guidelines.](#)
- [Acceptable use of IT Resources Policy.](#)
- [Equal Employment Opportunity and Zero Tolerance Booklet for U.S. Based Associates.](#)



GOODYEAR.

STRATEGY ROADMAP

OUR GOAL

DELIVER SUSTAINABLE REVENUE AND PROFIT GROWTH WHILE INCREASING THE VALUE OF OUR BRAND

HOW WE'LL WIN

INNOVATION EXCELLENCE

Develop great products and services that anticipate and respond to the needs of consumers



SALES & MARKETING EXCELLENCE

Build the value of our brand, help our customers win in their markets, and become consumers' preferred choice

OPERATIONAL EXCELLENCE

Relentlessly improve our quality and efficiency to deliver the right tire, to the right place, at the right time for the right cost

Winning at the intersection is the key to success

HOW WE'LL WORK

ACT WITH INTEGRITY

Build trust and earn the confidence of others through honesty and respect – Protect Our Good Name

ENERGIZE THE TEAM

Create an environment where associates are inspired by work, wellness and serving their communities

PROMOTE COLLABORATION

Connect associates globally and encourage open discussion to meet objectives

BE AGILE

Embrace change and act with speed and purpose

DELIVER RESULTS

Anticipate challenges, seize opportunities and make courageous decisions

Engage and enable associates to realize their full potential

WHERE WE'LL FOCUS

CONSUMER EXPERIENCE

Make Goodyear easy to buy, own, and recommend

CUSTOMER SERVICE

Collaborate with customers to be a great supplier

QUALITY

Deliver industry best products, processes, and programs

HIGH-VALUE SEGMENTS

Compete where we capture the full value of our brand

MASTERING COMPLEXITY

Manage the necessary; eliminate the unneeded

GOODYEAR ONE TEAM Driving Performance – on the road, in the marketplace, and throughout the company



GOODYEAR INDIA LIMITED

CODE OF CONDUCT

DOCUMENT NUMBER: GIL/2014/COC/002

DATE OF FIRST APPROVAL: MARCH 22, 2005

AMENDED ON: MAY 29, 2019

Approved by the Board

Sd/-

(Chairman of the Board)

CODE OF CONDUCT

Goodyear India Limited ("Goodyear"/Company) expects all of its Board Members and Senior Management* ("Management") to act in accordance with the highest standards of personal and professional integrity in all respects of their activities, to comply with all applicable laws, rules and regulations, to deter wrongdoing and abide by this Code of Conduct ("Code") and other policies and procedures adopted by Goodyear that govern the conduct of its associates.

1. To the best of their knowledge and ability, the Management shall:
 - a) Engage in and promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
 - b) Avoid conflicts of interest and disclose to the Company Secretary, any material transaction or relationship that reasonably could be expected to give rise to such a conflict;
 - c) Take all reasonable measures to protect the confidentiality of non-public information and to prevent misuse of any price sensitive information about Goodyear and its customers obtained or created in connection with their activities, and to prevent the unauthorized disclosures of such information unless required by applicable law, regulation, or legal or regulatory process;
 - d) Promote full, fair, accurate, timely and understandable disclosure in reports and documents that Goodyear files with, or submits to statutory/regulatory bodies etc. and other public communication made by Goodyear;
 - e) Comply with applicable governmental laws, rules and regulations;
 - f) Be truthful and honest in all financial transactions with the Company;
 - g) Do what is right for Goodyear customers, associates and shareholders and to provide the highest product quality and services to the customers with the view to create value that can be sustained continuously;
 - h) Work for growth, value addition and financial gains for the Company and its shareholders, in particular, and the society at large in general;
 - i) Institutionalize Corporate Governance as way of corporate life;
 - j) Realize and discharge social responsibility of the Company as a good corporate citizen;
 - k) Protect the assets, including physical assets, information and intellectual rights of the Company, and not use the same for personal gains;
 - l) Strive to provide a safe and healthy environment, and comply when conducting business affairs with all regulations regarding the preservation of the environment of the territory the Company operates in;
 - m) Promptly report any possible violation of this code of conduct to the Company Secretary.

**"Senior Management" shall mean officers/personnel of the listed entity who are members of its core management team excluding board of directors and normally this shall comprise all members of management one level below the chief executive officer/managing director/whole time director/manager (including chief executive officer/manager, in case they are not part of the board) and shall specifically include company secretary and chief financial officer.*

2. To the best of their knowledge and ability, the Independent Director shall;
- (a) Be held liable, only in respect of such acts of omission or commission by a Company which had occurred with their knowledge, attributable through Board processes, and with their consent or connivance or where they had not acted diligently with respect of the provisions contained in the Listing Agreement; and
 - (b) Comply with the Code for independent Directors (attached herewith as Annexure 1) as laid down in terms of section 149(8) read with Schedule IV of the Companies Act, 2013.

Management is expected to adhere to the above Code of Conduct. Violations of this Code may result in disciplinary action, up to and including termination of employment, and may also constitute violation of law that results in civil and criminal penalties. Questions concerning the applicability of any legal or regulatory provision should be directed to the Company Secretary.

Note: This Code of Conduct should be read in conjunction with Goodyear's Global Business Conduct Manual which is mutually inclusive in its application.

Declaration regarding affirmation of Code of Conduct

To,
The Company Secretary
Goodyear India Limited
Mathura Road, Ballabgarh
(Dist. Faridabad) -121004 Haryana

I, _____, affirm/confirm the compliance with the above Code of Conduct for the year ended _____

Date:
Place:

Signature:
Name:
Designation:

GOODYEAR INDIA LIMITED

CODE FOR INDEPENDENT DIRECTORS

[In terms of Section 149(8) read with Schedule IV of the Companies Act, 2013]

The Code for Independent Directors is a guide to professional conduct for Independent Directors. Adherence to these standards by Independent Directors, and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of Independent Directors.

I. Guidelines of professional conduct

Independent Directors shall:

- (1) Uphold ethical standards of integrity and probity;
- (2) Act objectively and constructively while exercising their duties;
- (3) Exercise their responsibilities in a *bona fide* manner in the interest of the Company;
- (4) Devote sufficient time and attention to their professional obligations for informed and balanced decision making;
- (5) Not allow any extraneous considerations that will vitiate their exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- (6) Not abuse their position to the detriment of the Company or its shareholders, or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- (7) Refrain from any action that would lead to loss of their independence;
- (8) Where circumstances arise which make an Independent Director lose their independence, the Independent Director must immediately inform the Board accordingly;
- (9) Assist the Company in implementing the best corporate governance practices.

II. Role and functions

Independent Directors shall:

- (1) Help in bringing an independent judgment to bear on the Board's deliberations, especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) Bring an objective view in the evaluation of the performance of Board and Management;
- (3) Scrutinise the performance of Management in meeting agreed goals and objectives, and monitor the reporting of performance;
- (4) Satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (5) Safeguard the interests of all stakeholders, particularly the minority shareholders;
- (6) Balance the conflicting interest of the stakeholders;
- (7) Determine appropriate levels of remuneration of Executive Directors, key managerial personnel and senior management, and have a prime role in appointing and where

- necessary recommend removal of Executive Directors, key managerial personnel and senior management;
- (8) Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between Management and shareholder's interest.

III. Duties

Independent Directors shall:

- (1) Undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
- (2) Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- (3) Strive to attend all meetings of the Board of Directors and of the Board committees of which they are a member;
- (4) Participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- (5) Strive to attend the general meetings of the Company;
- (6) Where they have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- (7) Keep themselves well informed about the Company and the external environment in which it operates;
- (8) Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (9) Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions, and assure themselves that the same are in the interest of the Company;
- (10) Ascertain and ensure that the Company has an adequate and functional vigil mechanism, and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- (11) Report concerns about unethical behaviour, actual or suspected fraud, or violation of the Company's Code of Conduct or ethics policies;
- (12) Acting within their authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
- (13) Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

IV. Manner of appointment

- (1) The appointment process of Independent Directors shall be independent of the Company Management. While selecting Independent Directors, the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively;
- (2) The appointment of Independent Director(s) of the Company shall be approved at the meeting of the shareholders;

- (3) The explanatory statement attached to the notice of the meeting for approving the appointment of an Independent Director shall include a statement that, in the opinion of the Board, the Independent Director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder, and that the proposed director is independent of the management;
- (4) The appointment of Independent Directors shall be formalised through a letter of appointment, which shall set out:
 - a. The term of appointment;
 - b. The expectation of the Board from the appointed director, including the Board-level committee(s) in which the director is expected to serve, and its tasks;
 - c. The fiduciary duties that come with such an appointment, along with accompanying liabilities;
 - d. Provision for Directors and Officers (D and O) insurance, if any;
 - e. The Code of Business Ethics that the Company expects its directors and employees to follow;
 - f. The list of actions that a director should not do while functioning as such in the Company; and,
 - g. The remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings, and profit related commission, if any.
- (5) The terms and conditions of appointment of Independent Directors shall be open for inspection at the registered office of the Company by any member during normal business hours;
- (6) The terms and conditions of appointment of Independent Directors shall be posted on the Company's website.

V. Re-appointment

- (1) The re-appointment of an Independent Director shall be on the basis of a report of performance evaluation.

VI. Resignation or removal

- (1) The resignation or removal of an Independent Director shall be in the same manner as is provided in sections 168 and 169 of the Act;
- (2) An Independent Director who resigns or is removed from the Board of the Company shall be replaced by a new Independent Director within a period of not more than 180 (one hundred and eighty) days from the date of such resignation or removal, as the case may be;
- (3) Where the Company fulfils the requirement of Independent Directors in its Board, even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement of a new Independent Director shall not apply.

VII. Separate meetings

- (1) The Independent Directors of the Company shall hold at least one meeting in a year, without the attendance of non-Independent Directors and members of Management;
- (2) All the Independent Directors of the Company shall strive to be present at such meeting;

- (3) The meeting shall:
 - a. Review the performance of non-Independent Directors and the Board as a whole;
 - b. Review the performance of the chairperson of the Company, taking into account the views of Executive Directors and non-Executive Directors;
 - c. Assess the quality, quantity and timeliness of flow of information between the Company Management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

VIII. Evaluation mechanism

- (1) The performance evaluation of Independent Directors shall be done by the entire Board of Directors, excluding the Director being evaluated;
- (2) On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the Independent Director.

GOODYEAR INDIA LIMITED

Vigil Mechanism (including Whistleblower Mechanism/Policy)

DOCUMENT NUMBER:	GIL/2014/VM/001
DATE OF FIRST APPROVAL	NOVEMBER 5, 2014
AMENDED ON	FEBRUARY 13, 2019
SUBSEQUENT AMENDED ON	MAY 29, 2019

Agreed by Audit Committee	Approved by the Board
Sd/- Chairman -	Sd/- Chairman

Vigil Mechanism (including Whistleblower Mechanism/Policy)

1. "Reporting A Concern" (copy attached as **Annexure 1**) shall be the Vigil Mechanism of Goodyear India Limited ("Company");
2. This Vigil Mechanism shall be applicable to all Associates (i.e. Employees) and Directors of the Company;
3. "Reporting Violations through the Goodyear Integrity Hotline" (as per Annexure 2): Explains the process of raising and reporting a concern;
4. Any genuine concern or complaints may be reported to the Company through the Goodyear Integrity Hotline. Even where the associates or directors becomes aware of any leakage or suspected leakage of Unpublished Price Sensitive Information (UPSI) or unauthorized Insider Trading, it may be reported through this channel. The concerned person may also follow the steps outlined in Policy and Procedures for Inquiry in case of Leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information to report any leakage or suspected leakage of UPSI in the Company;
5. In appropriate or exceptional cases, the whistle blower may have access to chairman of the Audit Committee through "The Goodyear Integrity Hotline".

Note: All employees/directors are advised to go through the 'Policy and Procedures for Inquiry in case of Leak of Unpublished Price Sensitive Information or suspected leak of Unpublished Price Sensitive Information', forming part of the Institutional Mechanism for Prevention of Insider Trading, available on intranet of the Company.

PROTECT OUR GOOD NAME

SPEAK UP!

REPORTING A CONCERN

If you have a concern regarding a compliance and ethics issue, you must make a report to any of the following resources:

- Your manager;
- Your Human Resources representative;
- The VP, Compliance & Ethics, the Director, Compliance & Ethics or a Regional Director, Compliance & Ethics;
- The VP, Internal Audit;
- The [Goodyear Integrity Hotline](#) (phone numbers and web intake form may be accessed at www.goodyear.ethicspoint.com);
- The Goodyear lawyer responsible for your business or function, or the Office of the General Counsel.



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WHAT WILL GOODYEAR DO WHEN IT RECEIVES A REPORT THROUGH THE INTEGRITY HOTLINE?

Each report is reviewed by the Goodyear Compliance & Ethics Department to determine how the Company should best review the matter.

Goodyear's Integrity Hotline is operated by a third-party provider that accepts reports, either by telephone or online, and then forwards the reports to Goodyear's Compliance & Ethics Department. The Integrity Hotline is available 24 hours a day, every day of the year.

If you call the Integrity Hotline, translation services are available upon request. You may also submit reports to the Integrity Hotline online in any language.

You may use Goodyear's Integrity Hotline to report a possible violation anonymously. If you do so, you must give enough information about the possible violation for Goodyear to conduct an effective investigation.

Some restrictions on anonymous reporting may apply in certain locations in the European Union because of local privacy laws. Where anonymous reporting is prohibited by local law, you may still make a report to the Integrity Hotline or by contacting one of the resources on [p. 5](#).

PROTECT OUR GOOD NAME

HOW TO USE THIS MANUAL

This Business Conduct Manual ("Manual") will help you understand Goodyear's commitment to following the highest ethical and legal standards in doing business and recognize and do the "right" thing. The Manual does not cover every law or ethical standard for every situation you may face, but it summarizes many of the legal and ethical requirements we all must follow.

The Manual applies to every associate of the Goodyear family of companies worldwide, so "Goodyear" or "Company" refers to any such company, and "associate" means every director, officer and salaried and hourly associate, unless otherwise specified. In a number of instances, the rules described in this Manual also apply to other people working on our behalf or at our direction, for example contractors, brokers or agents.

TAKE NOTE

This Business Conduct Manual and the policies described in it are not an employment contract. Goodyear does not create any contractual rights by issuing the Manual or the policies.

All information in the Manual is important, whether or not your work today seems to be affected by any particular topic. Goodyear requires you to read and understand this Manual, to ask for help with anything you do not understand, to seek advice regarding particular matters and situations and to report any known or suspected violation that comes to your attention.

For compliance and ethics information or advice, you may contact:

- Your manager;
- Your Human Resources representative;
- The VP, Compliance & Ethics at 1-330-796-6635 (GTN 446-6635); the Director, Compliance & Ethics at 1-330-796-7288 (GTN 446-7288); or a Regional Director, Compliance & Ethics (see Compliance & Ethics Website: <http://go.goodyear.com/ethics/> for contact information);
- The VP, Internal Audit at 1-330-796-3143 (GTN 446-3143);
- The [Goodyear Integrity Hotline](#) (phone numbers and web intake form may be accessed at www.goodyear.ethicspoint.com); or
- The Goodyear lawyer responsible for your business or function or the Office of the General Counsel.

Contact	Phone Numbers
Office of the General Counsel, Goodyear Corporate	1-330-796-2408 GTN 446-2408
Associate General Counsel, Americas	1-330-796-9435 GTN 446-9435
Associate General Counsel, Asia Pacific	86-21-6132-6085 GTN 601-6085
Associate General Counsel, Europe, Middle East and Africa	32-2-761-1807 GTN 669-1807



GOODYEAR INDIA LTD

**Code of Practices and Procedures for Fair Disclosure
of Unpublished Price Sensitive Information (Code of
Fair Disclosure)**

C O N T E N T S

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GOODYEAR INDIA LTD
Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information
[In terms of Regulation 8(1) of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015]
[approved by the Board of Directors on May 07, 2015]

ABBREVIATIONS

The abbreviated word as used in this document shall mean as follows:

Amendment Regulations	SEBI (Prohibition of Insider Trading) Regulations, 2018 and SEBI (Prohibitions of Insider Trading) Regulations, Amendment 2018
GIL	Goodyear India Limited
CA 2013	Companies Act, 2013
Code of Fair Disclosure	Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information as amended from time to time by the Board
SEBI	Securities and Exchange Board of India
UPSI	Unpublished Price Sensitive Information

RATIONALE

The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, has been notified and published in the official gazette on January 15, 2015 (hereinafter referred to as the '**Regulations**'). Regulation 8 (1) of the Regulations require every company whose securities are listed on stock exchanges to formulate a stated framework and policy for fair disclosure of events and occurrences that could impact price discovery in the market for its securities.

In the light of the aforesaid regulation, the Board at their meeting held on May 07 2015 adopted this "Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information. This Code shall come into force from May 15, 2015 including such amendments/modifications to the Code as may be approved by the Board from time to time.

SEBI has on December 31, 2018 and January 21, 2019 amended the Regulations and notified SEBI (Prohibition of Insider Trading) Regulations, 2018 and SEBI (Prohibitions of Insider Trading) Regulations, Amendment 2018 respectively (together referred to as Amendment Regulations).

Given the Amendment Regulations, the Company has revised its existing Code. The revised Code along with the Policy for determination of legitimate purpose, which forms part of the Code, shall be published on the website of the Company.

Any reference to Regulations in the documents shall be inclusive of the amendments brought in by the Amendment Regulations.

1. SCOPE

- 1.1 To preserve the confidentiality of UPSI and prevent its misuse;
- 1.2 To ensure timely and adequate disclosure of UPSI;

2. DEFINITIONS

- 2.1 “**Act**” means the Securities and Exchange Board of India Act, 1992;
- 2.2 “**Board**” means the Board of Directors of the Company;
- 2.3 “**Company**” means Goodyear India Limited;
- 2.4 “**Compliance Officer**” shall mean Company Secretary of the Company, acting as a compliance officer and chief investor relations officer or such other person(s) as may be appointed by the Board from time to time in terms of this Code, possessing such qualifications as specified in the Regulations, including being financially literate. [financially literate shall mean a person who has the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows equivalent to at least 25% of such payer’s annual income but shall exclude relationships in which the payment is based on arm’s length transactions].
- 2.5 “**Need to Know**” basis means the information which is considered material and price sensitive should be disclosed only to those employees within the Company who need such information to discharge their duties and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information.
- 2.6 “**Securities**” shall have meaning assigned to it under the Securities Contracts (Regulations) Act, 1956 (42 of 1956) or any modification thereof except units of mutual funds
- 2.7 “**Trading**” means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities of the Company, and “trade” shall be construed accordingly.
- 2.8 “**Unpublished Price Sensitive Information**” shall means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and, ordinarily including but not restricted to, information relating to the following:
 - (i) financial results;
 - (ii) dividends;
 - (iii) change in capital structure;
 - (iv) mergers, de-mergers, acquisitions, delisting's, disposals and expansion of business and such other transactions;
 - (v) changes in key managerial personnel;
 - (vi) Change in the nature of business;
 - (vii) Disruption of operations due to natural calamity;
 - (viii) Commencement of Commercial Production/Commercial Operation;
 - (ix) Developments with respect to pricing/realisation arising out of change in the regulatory framework;
 - (x) Litigation/dispute with a material impact;

- (xi) Revision in Ratings;
- (xiii) Issue of any class of securities;
- (xiv) Acquisition, merger, de-merger, amalgamation, restructuring, scheme of arrangement, spin off or selling divisions of the company, etc;
- (xv) Change in market lot of the company's shares, sub-division of equity shares of company;
- (xvi) Voluntary delisting by the company from the stock exchange(s);
- (xvii) Forfeiture of shares;
- (vi) Any action, which will result in alteration in, the terms regarding redemption/cancellation/retirement in whole or in part of any securities issued by the company;
- (vii) Information regarding opening, closing of status of ADR, GDR, or any other class of securities to be issued abroad;
- (viii) Cancellation of dividend/rights/bonus, etc.;
- (ix) any such event as may be identified by the Compliance officer.

Words and expressions used in this Code and not defined shall have the meanings respectively assigned to them in the Regulations.

3. CODE OF FAIR DISCLOSURE

To ensure timely and adequate disclosure/dissemination of Unpublished Price Sensitive Information, the Company shall follow the following norms:

- 3.1 UPSI shall be appropriately and promptly disclosed by the Company to stock exchange(s) and disseminated on a continuous and immediate basis. Such information may also be made available on the website of the Company after disclosure to the stock exchange.
- 3.2 Unpublished Price Sensitive Information shall be disclosed only after ensuring that information is credible and concrete.
- 3.3 Unpublished Price Sensitive Information shall be disclosed on uniform and universal basis to avoid selective disclosure. In case Unpublished Price Sensitive Information that gets disclosed selectively, inadvertently or otherwise the Company shall immediately make prompt dissemination of such information to make such information generally available.
- 3.4 The Compliance Officer shall be responsible to deal with dissemination of information and disclosure of Unpublished Price Sensitive Information and also to:
 - (i) set forth policies, procedures and shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for preservation of Unpublished Price-sensitive Information, pre-clearance of trades by Designated Persons, monitoring of trades and the implementation of the Code under the overall supervision of the Board of Directors of the Company;
 - (ii) present (i) an annual report on Insider Trading to the Board; (ii) a quarterly report on Insider Trading to the Audit Committee or to the Chairman of the Board as the Board may decide. The yearly report shall be placed in the Board Meeting held after March 31 for consideration of yearly audited financial results of the Company and quarterly report shall be placed before the Chairman of the Audit Committee in the Audit Committee meeting to be held for approval of quarterly financial results of the

Company of each quarter; and (iii) an overview of the institutional mechanism followed to prevent Insider Trading in the Company.

The annual report shall contain details of (i) all the trading's done by the Designated Persons in the securities of the Company during the report period, if any; (ii) initial disclosures received from Directors, Promoters, member of the Promoter Group and KMPs, if any, during the reporting period; (iii) continual disclosures and annual statements received from Designated Persons or any other persons as may be identified by the Compliance officers; (iii) pre clearances given and the disclosures received for such trading's, if any and (iv) trading done under trading plan etc., if any and such details as may be required.

The quarterly report shall contain (i) details of all the trading's done by the Designated Persons (including their immediate relatives) in the securities of the Company during the report period, if any; (ii) pre- clearances given and the disclosures received for such trading's, if any; (iii) trading done under trading plan etc., if any and such details as may be required.

- (iii) maintain records of all the declarations from the Designated Persons and place the same before the Board/ Audit Committee in accordance with this Code
- (iv) To preserve and maintain records relating to Designated Persons, their immediate relatives and persons with whom Designated Persons share material financial relationship, including declarations by the Designated Persons in the appropriate form for a minimum period of 8 (Eight) years or as may be prescribed by the Regulations
- (v) ensure all relevant disclosures to stock exchange are made promptly
- (vi) decide in consultation with the Board of Directors, whether a public announcement to be made for verifying/denying any rumors or media reports etc. and shall appoint spokesperson, and then making the disclosure, if necessary
- (vii) act as a Chief Investor Relations Officer and shall be responsible to deal with dissemination of information and disclosure of Unpublished Price Sensitive Information.
- (viii) assist all employees in addressing any queries/clarifications regarding the Regulation and / or the Code.
- (ix) Oversee and coordinate disclosure of Unpublished Price Sensitive Information to stock exchanges, analysts, shareholders and media, and educating staff on disclosure policies and procedure.
- (x) Ensure that the information disclosure is correct and concrete.
- (xi) response to queries on news reports and requests for verification of market rumors by regulatory authorities.

3.5 The following guidelines shall be followed while dealing with analysts and institutional investors:

- (i) The Company shall provide only public information to the analyst/ research persons/ large investors like institutions.

- (ii) If the answer includes price sensitive information, a public announcement should be made before responding.
 - (iii) The Company may, if it thinks appropriate and necessary, disclose transcripts or records of proceedings of meetings with analysts and other investor relations conferences, if any, on the official website.
- 3.6 Information's filed by the Company with exchanges under continuous disclosure requirements under the listing agreement may be made available on the Company's website in terms of applicable laws.
- 3.7 The Company may choose appropriate medium of disclosure/dissemination of information's under this Code so as to achieve maximum reach and quick dissemination.

4. CLARIFICATION

- 4.1 A copy of the Regulations is enclosed. Employees are advised to peruse the Regulations carefully and acquaint themselves with all the provisions contained therein.
- 4.2 In case it is observed by the Company that there has been a violation of the Regulations, it shall inform SEBI promptly.
- 4.3 Clarification /assistance as necessary may be sought from the Compliance Officer.

POLICY FOR DETERMINATION OF LEGITIMATE PURPOSE
[Pursuant to Regulation 3(2A) of SEBI (Prohibition of Insider Trading)
(Amendment) Regulations, 2018]

1. RATIONALE

The Policy forms a part of the “Code of Fair Disclosure and Conduct” formulated under Regulation 8 of the SEBI (Prohibition of Insider Trading) Regulations, 2015 and will be termed as the “Policy for determination of Legitimate Purpose” (“Policy”).

The objective of the Policy is to identify the legitimate purposes for sharing unpublished price sensitive information of the Company or its listed securities or proposed to be listed securities, if any, during the course of performance of duties or discharging legally bona-fide obligations.

The Policy was approved and adopted by the Board of Directors of the Company on March 29, 2019.

2. DEFINITION

A. “Legitimate Purpose” will mean sharing of Unpublished Price Sensitive Information in the ordinary course of business on a need to know basis with persons including:

- i. Promoter and members of the promoter group of the Company;
- ii. Partners and members of Audit firms, appointed for audit of the Company for example, Statutory Auditor, Secretarial Auditor, Cost Auditor, internal auditor;
- iii. Partners and members of legal/secretarial advisory/consultancy firms appointed for providing legal or secretarial services to the Company;
- iv. Any other advisory or consultancy firm, as appointed by the Company,
- v. Customers;
- vi. Suppliers;
- vii. Bankers, including Merchant Bankers;
- viii. Lenders;
- ix. Insolvency Professionals;
- x. Any other persons identified during the normal course of business of the Company

B. “Insider” for the purpose of this Policy will mean any person who is in receipt Unpublished Price Sensitive Information pursuant to a legitimate purpose.

C. “Ordinary Course of Business” for the purpose of this Policy will mean activities that are necessary and regular to the main business of the Company and forms the common practices and customs of the business transactions.

3. IDENTIFICATION OF ORDINARY COURSE OF BUSINESS

An Insider can share UPSI relating to the Company or its securities for legitimate purpose in the ordinary course of business. A person herein will need to identify the ordinary course of business. The criteria for identification of ordinary course of business will include the following:

- (i) **Object Clause** – An activity is more likely to be considered in the ordinary course of business if it is mentioned in the main object clause of the company’s Memorandum of Association;
- (ii) **Nature of Business and Industry** – The nature of business and the industry practice followed in general is also an identifier when deciding on ordinary course of business;
- (iii) **Precedence** – An activity of the company which has been carried out on a regular basis constitutes to be an ordinary course of business. Where an activity is proposed to be conducted for the first time will not likely be considered as an ordinary course of business;

4. SHARING OF UNPUBLISHED PRICE SENSITIVE INFORMTION (UPSI)

- (i) The Compliance officer, in consultation with the Board has identified the employees basis their functional role, who are eligible for sharing UPSI with any other Insider;
- (ii) Authorised Persons will share UPSI after analyzing the activity as in the ordinary course of business to any employee, intermediaries, fiduciaries or any other persons or entities;
- (iii) The Compliance Officer of the Company will be responsible for identifying legitimate purpose and address queries of the employees on this matter. Any legitimate purpose which fulfills the following conditions, shall be addressed before any information in its relation is shared with external party(ies):
 - i. The information relates to business transactions of an amount exceeding INR 100 crores;
 - ii. The information relates to restructuring of the business of the Company;
 - iii. The information with proposed negative impact on the growth of the Company;
 - iv. The information relates to any regulatory proceedings/investigations

5. NOTICE TO INSIDER

Every Insider with whom an Unpublished Price Sensitive Information is shared pursuant to a legitimate purpose will be given a notice as per format prescribed in **Annexure A**, to maintain confidentiality of such Unpublished Price Sensitive Information in compliance with these regulations

6. DIGITAL DATABASE

The Board of Directors of the Company has approved for putting in place a Digital Database to capture the following information where any Unpublished Price Sensitive Information is shared under the ambit of the Regulations. The Database to be maintained with adequate internal controls and checks such as time stamping, audit trails, etc. to ensure non-tampering of the database.

The features of the database will include the following information:

- (i) Name of the recipient of the UPSI;
- (ii) Postal Address, email id and contact number of such recipient;
- (iii) Permanent Account Number (PAN) or any other identifier authorised by law.
- (iv) Name of the employee of the Company with designation and department sharing the UPSI;
- (v) The purpose, in brief, for which such UPSI is shared;
- (vi) Date of serving notice to such Insider as outlined in Point 4 above.

7. REVIEW AND AMENDMENT

The Board of Directors will review the Policy at least one every financial year and may amend the same as and when deemed necessary. Any amendment to any applicable law, rules and regulations will become applicable on the Policy and shall supersede anything mentioned in this Policy.

ANNEXURE A

NOTICE TO MAINTAIN CONFIDENTIALITY

Date:

_____(Name of the Recipient)
_____(Address of the Recipient)

Attention: _____(Name and Title)

Sub: Confidentiality Notice

In connection with your association for the purpose of _____(a description of the transaction or service) ("Assignment") with "Goodyear India Limited" ("the Company"), incorporated under the Companies Act, 1956 and having its registered office at Mathura Road, Ballabgarh Faridabad – 121004, Haryana, India, this notice is prepared to make available to you certain information (Confidential Information) concerning the business, financial conditions, operations, assets and liabilities, including but not limited to customer or supplier lists, market research, strategic plans or information or discoveries, ideas, concepts, inventions, improvements, know-how, software, designs, development plans or any other information, which are not available to general public at the time of sharing the same with you. The confidential information is being provided to you solely to facilitate the Assignment and you hereby agree to keep the information shared with you secret and confidential and will not use it for any other purpose than assigned. You further agree to return all physical documents, provided to you in original, pertaining to the Assignment, upon written request from the Company and to verify such return in writing.

The term "Confidential Information" does not include any information which:

- (i) becomes generally available to public as an act of the Company and not as a result of disclosure by you;
- (ii) becomes available to you on a non-confidential basis from any other source than that of the Company, provided that such source is not known to you to be bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to you by a contractual, legal, or fiduciary obligation;

In addition, you agree that, without prior written consent of the Company, neither you nor any of your representatives will disclose to any person the fact that Confidential Information has been made available to you, the fact that discussions are taking place concerning the Assignment or any of the terms, conditions or other facts with respect thereto.

You understand that the Confidential Information is an Unpublished Price Sensitive Information and you are bound to maintain the confidentiality of the information and to abide by the provisions of the Securities Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time, which includes that you will not communicate or allow access to the Confidential information to any other person, except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations and will not trade in securities of the Company until the Confidential Information shared with you, becomes generally available to public at large by an act of the Company

You understand that any monetary relief would not be sufficient relief for not complying with the requirement of this Notice and the Company has all rights to take necessary actions against you as per the requirements of SEBI Act, Regulations, Guidelines, Circulars etc. and the 'Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information and Conduct for Regulation, Monitoring and Prevention of Insider Trading' of the Company.

For and on behalf of Goodyear India Limited

Signature : _____

Name: _____(Name of the Person sharing the UPSI)

Designation: _____

Department: _____

Accepted and Agreed

Signature: _____

Name: _____(Name of the person in receipt of UPSI)

Representative of _____(Name of the Organisation)



GOODYEAR INDIA LTD

Code of Conduct for Regulation, Monitoring and Reporting Trading by Designated Persons (Code of Conduct)

DATE OF FIRST APPROVAL	: MAY 07, 2015
FIRST AMENDMENT	: FEBRUARY 14, 2018
SECOND AMENDMENT	: MARCH 28, 2019
SUBSEQUENT AMENDMENT	: NOVEMBER 13, 2019

Approved by the Board

Sd/-
Chairman of the Board

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ABBREVIATIONS

The abbreviated word as used in this document shall mean as follows:

Amendment Regulations	SEBI (Prohibition of Insider Trading) Regulations, 2018 and SEBI (Prohibitions of Insider Trading) Regulations, 2019
Company/ GIL	Goodyear India Limited
CA 2013	Companies Act, 2013
Code of Conduct	Code for regulating, monitoring and reporting of trading by Designated Persons
Director	Director as per the Companies Act, 2013, as amended from time to time
Promoter	Goodyear Orient Company (Private Limited)
SEBI	Securities and Exchange Board of India
UPSI	Unpublished Price Sensitive Information

RATIONALE

The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, has been notified and published in the official gazette on January 15, 2015 (hereinafter referred to as the '**Regulations**'). Regulation 9 of the Regulations require every company whose securities are listed on stock exchanges to formulate a stated framework for regulating, monitoring and reporting of Trading.

In the light of the aforesaid regulation, the Board at their meeting held on May 07, 2015 adopted this "Code of Conduct for regulating, monitoring and reporting trading. This Code shall come into force from May 15, 2015 including such amendments/modifications to the Code as may be approved by the Board from time to time.

SEBI has on December 31, 2018 and January 21, 2019 amended the Regulations and introduced SEBI (Prohibition of Insider Trading) Regulations, 2018 and SEBI (Prohibitions of Insider Trading) Regulations, 2019 respectively (together referred to as Amendment Regulations).

Any reference to Regulations in the documents shall mean inclusive of the amendments brought in by the Amendment Regulations.

Given the Amendment Regulations, the Company has revised its existing Code of Conduct.

APPLICABILITY

A. CODE OF CONDUCT

This Code shall be applicable to the Designated Persons and their Immediate Relative. Disclosure requirements specified under this Code shall only be applicable to Designated Persons unless specified otherwise.

1. DEFINITIONS

- 1.1 **“Act”** means the Securities and Exchange Board of India Act, 1992;
- 1.2 **“Board”** means the Board of Directors of the Company;
- 1.3 **“Company”** means Goodyear India Limited;
- 1.4 **“Compliance Officer”** shall mean Company Secretary of the Company, acting as a Compliance Officer and chief investor relations officer or such other person(s) as may be appointed by the Board from time to time in terms of this Code, possessing such qualifications as specified in the Regulations, including being financially literate. [financially literate shall mean a person who has the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows];
- 1.5 **“Connected Persons”** means:
 - (i) any person who is or has during the six months prior to the concerned act been associated with the Company, directly or indirectly, in any capacity including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the Company or holds any position including a professional or business relationship between himself and the Company whether temporary or permanent, that allows such person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access.
 - (ii) Without prejudice to the generality of the above, following persons shall be the deemed Connected Persons unless the contrary is established,
 - (a) an Immediate Relative of Connected Persons specified in clause 1.5 (i) mentioned above; or
 - (b) a holding company or associate company or subsidiary company; or
 - (c) an intermediary as specified in Section 12 of the Act or an employee or director thereof; or
 - (d) an investment company, trustee company, asset management company or an employee or director thereof; or

- (e) an official of a stock exchange or of clearing house or corporation; or
- (f) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
- (g) a member of the Board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or
- (h) an official or an employee of a self-regulatory organization recognised or authorized by the Board; or
- (i) banker of the Company; or
- (j) a concern, firm, trust, Hindu Undivided Family, company or association of persons wherein a director of the Company or his Immediate Relative or banker of the Company, has more than ten per cent, of the holding or interest;

1.6 **“Designated Person(s)”** means and include:

- (i) Promoters and members of the Promoter Group;
- (ii) All Directors;
- (iii) All Key Managerial Personnel (KMPs);
- (iv) All employees posted at the Corporate Office in the Legal and Secretarial and Finance Department;
- (v) All Employees posted at the Factory of the Company, from the level of assistant manager and above; and
- (vi) (a) all direct reportees to Directors and Compliance Officers, (b) all reportees to the direct reportees as specified in (a) above if posted at the Corporate Office/ Factory of the Company; and
- (vii) Associates working in the Legal and Secretarial and Finance Department, but not on the payroll of the Company;
- (viii) Employees upto two level below Managing Director (being the highest position in the Company), if not already covered above;
- (ix) Immediate Relative of the persons as specified in (i) to (vi) above;
- (x) Any other Employee(s)/person(s) as may be determined and informed by the Compliance Officer from time to time;

1.7 **“Employee”** means every employee of the Company including the Directors in the employment of the Company.

“Employee” for the purpose of Informant Mechanism specified in clause 7 of the Code of Conduct of the Company will means any individual who during employment may become privy to information relating to violation of insider trading laws and files a voluntary Information disclosure form under these Regulations and is a director, partner, regular or contractual employee, but does not include an advocate;

1.8 **“Fiduciary”** means professional firms such as Auditors, Accountancy firms, law firms, analysts, insolvency professional entities, consultants, banks etc. assisting or advising the Company;

1.9 **“Informant”** means an individual(s), who voluntarily submits to SEBI a voluntary information disclosure form relating to an alleged violation of insider trading laws that has occurred, is occurring or has a reasonable

belief that it is about to occur, in a manner provided under these regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a reward;

1.10 'Informant Incentive Committee' means the High-Powered Advisory Committee constituted by SEBI in the manner as may be specified under regulation 11 of the Securities and Exchange Board of India (Settlement Proceedings) Regulations, 2018;

1.11 "insider trading laws" means the following provisions of securities laws-

- (i) section 15G of the Act;
- (ii) regulation 3 of these regulations;
- (iii) regulation 4 of these regulations;
- (iv) regulation 5 of these regulations; and
- (v) regulation 9 or regulation 9A of these Regulations, in so far as they pertain to trading or communication of unpublished price sensitive information;

1.12 "irrelevant, vexatious and frivolous information" includes, reporting of information which in the opinion of SEBI -

- (i) Does not constitute a violation of insider trading laws; or
- (ii) Is rendered solely for the purposes of malicious prosecution; or
- (iii) Is rendered intentionally in an effort to waste the time and resource of SEBI;

1.13- "Immediate Relative" means a spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities;

1.14- "Intermediary" shall have the same meaning as specified in section 12 of the SEBI Act, 1992.

1.15- "**Insider**" means any person who is:

- i) Designated Person; or
- ii) Connected Person; or
- iii) any person in possession of or having access to UPSI; or
- iv) any person with whom an UPSI has been shared pursuant to a "legitimate purpose";

1.16- "**Key Managerial Personnel**" ("KMPs") means a person as defined in section 2(51) of the Companies Act, 2013;

1.17 "Legal Representative" means a duly authorised individual who is admitted to the practice of law in India;

1.18—“**material financial relationship**” shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a Designated Person during the immediately preceding twelve months, equivalent to at least 25% of ~~such payer's~~ the annual income of such Designated Person but shall exclude relationships in which the payment is based on arm's length transactions;

1.19 “Monetary Sanctions” shall mean any non-monetary settlement terms or any direction of SEBI , in the nature of disgorgement under securities laws aggregating to at least Rupees one crore arising from the same operative facts contained in the original information;

1.20 “Original Information” means any relevant information submitted in accordance with these Regulations pertaining to any violation of insider trading laws that is:-

(i) derived from the independent knowledge and analysis of the Informant;

(ii) not known to SEBI from any other source, except where the Informant is the original source of the information;

(iii) is sufficiently specific, credible and timely to –

(a) commence an examination or inquiry or audit;

(b) assist in an ongoing examination or investigation or inquiry or audit;

(c) open or re-open an investigation or inquiry; or

(d) inquire into a different conduct as part of an ongoing examination or investigation or inquiry or audit directed by SEBI;

(iv) not exclusively derived from an allegation made in a judicial or administrative hearing, in a Governmental report, hearing, audit, or investigation, or from the news media, except where the Informant is the original source of the information; and

(v) not irrelevant or frivolous or vexatious.

Explanation. –Information which does not in the opinion of the SEBI add to the information already possessed by the SEBI is not original information

1.21 “own analysis” means the examination and evaluation of the relevant information by the Informant that may be publicly available, but which reveals analysis that is not known to SEBI.

Provided that such analysis is not derived from professional or confidential communication protected under the Indian Evidence Act, 1872;

- 1.22 “own knowledge” means relevant information in the possession of the Informant not derived from publicly available sources: Provided that such knowledge is not derived from professional or confidential communications protected under the Indian Evidence Act, 1872;
- 1.23 “**Promoter**” shall have meaning assigned to it under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- 1.24 “**Promoter Group**” shall have meaning assigned to it under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof;
- 1.25 “**Need to Know**” basis means the information which is considered material and price sensitive should be disclosed only to those employees within the Company who need such information to discharge their duties and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information;
- 1.26 ‘Reward’ means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of these Regulations;
- 1.27 “**Securities**” shall have meaning assigned to it under the Securities Contracts (Regulations) Act, 1956 or any modification thereof except units of mutual funds;
- 1.28 “securities laws” means the Act, the Securities Contract (Regulations) Act, 1956 (42 of 1956), the Depositories Act, 1996 (22 of 1996), the relevant provisions of any other law to the extent it is administered by SEBI and the relevant rules and regulations made thereunder;
- 1.29 “**Takeover Regulations**” means the Securities Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and any amendments thereto;
- 1.30 “**Trading**” means and includes subscribing, buying, selling, dealing, or agreeing to subscribe, buy, sell, deal in any securities of the Company, and “trade” shall be construed accordingly;
- 1.31 “**Trading Window**” means a period for trading in the Company's Securities as specified by the Company from time to time. All days shall be the trading period except those days specified in Clause 5.3 hereunder;
- 1.32 “**Unpublished Price Sensitive Information**” shall means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and, shall ordinarily including but not restricted to, information relating to the following:
- i. Financial results;
 - ii. Dividends;

- iii. Change in capital structure;
- iv. Delisting's, disposals and expansion of business and such other transactions;
- v. changes in key managerial personnel;
- vi. Change in the nature of business;
- vii. Disruption of operations due to natural calamity;
- viii. Commencement of Commercial Production/ Commercial Operation;
- ix. Developments with respect to pricing/realisation arising out of change in the regulatory framework;
- x. Litigation/dispute with a material impact;
- xi. Revision in Ratings;
- xii. Issue of any class of securities;
- xiii. Acquisition, merger, de-merger, amalgamation, restructuring, scheme of arrangement, spin off or selling divisions of the company, etc.;
- xiv. Change in market lot of the company's shares, sub-division of equity shares of company;
- xv. Voluntary delisting by the company from the stock exchange(s);
- xvi. Forfeiture of shares;
- xvii. Any action, which will result in alteration in, the terms regarding redemption/cancellation/retirement in whole or in part of any securities issued by the company;
- xviii. Information regarding opening, closing of status of ADR, GDR, or any other class of securities to be issued abroad;
- xix. Cancellation of dividend/rights/bonus, etc.;
- xx. Any such event as may be identified by the Compliance Officer;

1.33 "voluntarily providing information" means providing SEBI with information before receiving any request, inquiry, or demand from SEBI, any other Central or State authorities or other statutory authority about a matter, to which the information is relevant.

Words and expressions used in this Code and not defined shall have the meanings respectively assigned to them in the Regulations.

2. COMPLIANCE OFFICER

2.1 The Compliance Officer shall take all steps as may be required for compliance with the Code. Company Secretary shall act as a Compliance Officer of the Company. However, Board may appoint any other person to act as a Compliance Officer under this Code from time to time.

2.2 *Duties of Compliance Officer*

2.2.1 The Compliance Officer shall set forth policies, procedures and shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for preservation of Unpublished Price-sensitive Information, pre-clearing of trades by Designated Persons, monitoring of trades and the implementation of the Code under the overall supervision of the Board of Directors of the Company.

- 2.2.2 The Compliance Officer shall place before the Board (i) an annual report on insider trading to the Board and (ii) a quarterly report on insider trading to the Chairman of the Audit Committee or to the Chairman of the Board as the Board may decide. The yearly report shall be placed in the Board Meeting held after March 31 for consideration of yearly audited financial results of the Company and quarterly report shall be placed before the Chairman of the Audit Committee in the Audit Committee meeting to be held for approval of quarterly financial results of the Company of each quarter.

The annual report shall contain details of (i) all the trading's done by the Designated Persons in the Securities of the Company during the report period, if any; (ii) initial disclosures received from Directors, Promoters and KMPs, if any, during the reporting period; (iii) continual disclosures and annual statements received from Designated Persons or any other persons (iv) pre clearances given and the disclosures received for such trading's, if any and (v) trading done under trading plan etc., if any and such details as may be required.

The quarterly report shall contain (i) details of all the trading's done by the Designated Persons in the Securities of the Company during the report period, if any (ii) pre-clearances given and the disclosures received for such trading's, if any (iii) trading done under trading plan etc., if any and such details as may be required.

- 2.2.3 The Compliance officer shall maintain records of all the declarations from the Designated Persons and place the same before the Board in accordance with this Code.
- 2.2.4 The Compliance Officer shall also act as a chief investor relations officer and shall be responsible to deal with dissemination of information and disclosure of Unpublished Price Sensitive Information.
- 2.2.5 The Compliance Officer shall assist all employees in addressing any clarifications regarding the Regulation and / or the Code.

3. PRESERVATION OF UNPUBLISHED PRICE SENSITIVE INFORMATION

3.1 *Prohibition on communication of Unpublished Price Sensitive Information.*

No Insider shall directly or indirectly disclose, communicate (or cause the disclosure/communication), provide, or allow access, counsel to anyone or procure, directly or indirectly any Unpublished Price Sensitive Information except in accordance with Clause 3.2 of this Code.

3.2 *Need to Know Basis*

Unpublished Price Sensitive Information is to be handled on a Need to Know basis. Access to material, non-public information about the Company including information with respect to the business, earnings or

prospects, should be limited to the senior management of the Company (manager and above level) on a Need to Know Basis.

Such information may be disclosed only to persons within the Company who need the information to perform their duties and/or discharge their legal obligations and whose possession of such information will not give rise to a conflict of interest or appearance of misuse of the information. In no circumstance such information shall be disclosed/communicated to any person outside the Company except in accordance with Clause 3.5.

3.3 *Limited access to confidential information*

Files containing confidential information shall be kept secure. Computer files should have adequate security of login and password etc.

Review of confidential documents in public places should not be conducted so as to prevent access by unauthorized person.

Access to areas likely to contain confidential documents or material, non-public information shall be restricted.

Unpublished Price Sensitive Information between two departments may be exchanged only on a Need to Know Basis.

The Board may, if required issue such norms for appropriate Chinese Walls procedures and processes in the Company, as they deem fit from time to time.

3.4 *Adherence to confidentiality policy*

While communicating any confidential and/or Unpublished Price Sensitive Information, if required all the Employees must take care to emphasize the need for confidential treatment of such information and adherence to the Company's policies with regard to confidential information.

3.5 *Permitted Disclosures/Communications*

Unpublished Price Sensitive Information may be disclosed, communicated, provided, allowed access to or procured, in connection with a transaction which entails:

- (i) an obligation to make an open offer under the Takeover Regulations where the Board is of informed opinion that the sharing of such information is in the best interests of the Company;
- (ii) not attracting the obligation to make an open offer under the Takeover Regulations but where the Board is of informed opinion that the sharing of such information is in the best interests of the Company and the information that constitute Unpublished Price Sensitive Information is disseminated to be made generally available at least two trading days prior to the proposed transaction

being effected in such form as the Board may determine, to be adequate and fair to cover all relevant and material facts.

Provided that in both the above-mentioned cases confidentiality and non-disclosure agreement must be executed with the parties to transaction prior to disclosure of any confidential information.

3.6 Sharing of UPSI for legitimate purpose

UPSI shall only be shared by the persons authorised and in the manner stated in the “Policy for determination of legitimate purpose” of the Company, which forms part of the Code of Fair Disclosure and Conduct of the Company;

- 3.7 Details of person/entity with whom UPSI is shared shall be maintained in the Digital Database, created by the Company, in this regard. All concerned persons, who are required to share UPSI are required to adhere to the “Institutional Mechanism” as available on the intranet of the Company.

4. PROHIBITION ON TRADING OF SECURITIES

4.1 *Prohibition on Trading in Securities of the Company*

No Insider, either on his own or on behalf of any other person shall trade in the Securities of the Company when in possession of Unpublished Price Sensitive Information.

4.2 *Trading pursuant to a Trading Plan*

Insider who are perpetually in possession of Unpublished Price Sensitive Information shall be entitled to formulate a trading plan for trading in Securities of the Company in compliant manner subject to the following conditions:

- 4.2.1 Trading Plan shall (i) not entail commencement of trading on behalf of the Insider earlier than six months from the public disclosure of the plan; (ii) not entail trading for the period between the twentieth trading day prior to the last day of any financial period for which results are required to be announced by the issuer of the securities and the second trading day after the disclosure of such financial results; (iii) entail trading for a period of not less than twelve months; (iv) not entail overlap of any period for which another trading plan is already in existence; (v) set out either the value of trades to be effected or the number of securities to be traded along with the nature of the trade and the intervals at, or dates on which such trades shall be effected; and (vi) not entail trading in securities for market abuse.
- 4.2.2 Trading Plan shall be presented to the Compliance Officer for approval and public disclosure. The Compliance Officer shall consider the Trading Plan made as above and shall approve it

forthwith. However, he shall be entitled to take express undertakings as may be necessary to enable such assessment and to approve and monitor the implementation of the Trading Plan as per provisions of the Regulations.

- 4.2.3 Upon approval of the Trading Plan, the Compliance Officer shall notify the Trading Plan to the stock exchanges on which the securities are listed
- 4.2.4 The Trading Plan once approved shall be irrevocable and the Insider shall mandatorily have to implement the Trading Plan, without being entitled to either deviate from it or to execute any trade in the Securities outside the scope of the Trading Plan.

However, the implementation of the Trading Plan shall not be commenced, if at the time of formulation of the Trading Plan, the Designated Persons is in possession of any Unpublished Price Sensitive Information and the said information has not become generally available at the time of the commencement of implementation. The commencement of the Trading Plan shall be deferred until such Unpublished Price Sensitive information becomes generally available information. Further, the Insider shall also not be allowed to deal in securities of the Company, if the date of trading in securities of the Company, as per the approved Trading Plan, coincides with the date of closure of Trading Window announced by the Compliance Officer.

Compliance Officer to adhere to the terms and conditions attached to Trading Plan in the Code and also to abide by the terms stated in the "Institutional Mechanism" while approving and monitoring a Trading Plan.

5. RESTRICTION ON TRADING OF SECURITIES

- 5.1 No Designated Person shall enter into derivative transaction(s) during any time with respect to the Securities of the Company.
- 5.2 No Designated Person shall trade in Securities of the Company's during the periods when the Trading Window is closed.
- 5.3 ***Trading Window***
 - 5.3.1 The Compliance Officer may specify from time to time a period, when Trading Window shall be closed for trading in the securities of the Company.
 - 5.3.2 Trading Window shall be closed from the date of notice of Board meeting to the stock exchange (which shall 5 days in advance before the Board Meeting excluding the date of intimation and date of meeting) in which any Unpublished Price Sensitive Information including the matters specified in Clause 5.3.3, are

proposed up to forty-eight) hours after the information referred to in Clause 5.3.3 is made public.

5.3.3 The Trading Window shall be closed *inter alia* during the time the following information is unpublished:

- (i) Declaration of interim / final dividend;
- (ii) Changes in the capital structure including by way of issue of Securities by way of public/ rights/ bonus, change in market lot of the Company's shares, sub division of equity shares, forfeiture of shares etc.;
- (iii) Any significant expansion plans or execution of new projects;
- (iv) Amalgamation, mergers, demergers, takeovers, buy back and delisting, spin off or selling divisions of the Company;
- (v) Buy back of shares or other securities;
- (vi) Disposal of whole or substantially the whole of the undertaking;
- (vii) Any significant changes in policies, plans or operations of the Company;
- (viii) Changes in the key managerial personnel;
- (ix) Commencement of any new commercial production/commercial operations where the contribution there from is likely to exceed 5% of the total turnover of the Company during that financial year;
- (x) Developments with respect to changes in pricing/ realization on goods and services arising out of changes in government policy;
- (xi) Litigation/dispute with a material impact;
- (xii) Revision of credit ratings assigned to any debt or equity instrument of the Company;
- (xiii) Any information which if disclosed is likely to materially affect the prices of the securities of the Company.

5.3.4 Trading Window shall be opened 48 hours after the information referred to in clause 5.3.3 is made public.

5.3.5 For the purpose of declaration of results (quarterly, half yearly or annual) the Trading Window shall be mandatorily closed from the end of every quarter till 48 hours after the declaration of financial results.

5.3.6 Information relating to the Board meeting and the consideration of any matter referred to in Clause 5.3.3 shall be displayed at the Head Office Notice Board of the Company, from time to time.

5.3.7 Trading Window restrictions will not be applicable in respect of:

- a. the transaction is an off-market inter-se transfer between Insiders who were in possession of the same unpublished price sensitive information without being in breach of regulation 3 of the Regulations and both parties had made a conscious and informed trade decision;

- b. the transaction was carried out through the block deal window mechanism between persons who were in possession of the unpublished price sensitive information without being in breach of regulation 3 of the Regulations and both parties had made a conscious and informed trade decision;
- c. the transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;
- d. the transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations;
- e. the trades were pursuant to a trading plan set up in accordance to this Code and the Regulations;
- f. pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the Compliance Officer and compliance with the respective regulations made by SEBI ;
- g. transactions which are undertaken in accordance with respective regulations made by SEBI such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer.

5.4 **Pre-Clearance of Trade**

5.4.1 All Designated Person who intend to Trade in the Securities of the Company exceeding 1000 shares or where the transaction value of the Securities intended to be Traded exceeds Rs. five lacs (market value) whichever is less should pre-clear the transactions as per the pre-trading procedure as described in Clause 5.4.2.¹

5.4.2 Following procedure shall be followed for the pre- clearance of Trades:

- (i) An application shall be made to the Compliance Officer in the pre - clearance application form (enclosed as “**Annexure I**”) or in such other form as Compliance Officer may prescribe from time to time.
- (ii) An undertaking, which forms part of “**Annexure I**” referred above shall be executed in favour of the Company by such Insider and shall be submitted alongwith the pre-clearance form.

5.4.3 **Other Restrictions:**

- (i) All Designated Person (including their Immediate Relatives) shall execute the Trade within seven trading days after the approval of

¹ No Designated Persons/Connected Persons (including their immediate relatives) shall be entitled to apply for pre-clearance of any proposed trade if such person is in possession of Unpublished Price Sensitive Information

pre-clearance is given. If the trade is not executed within seven trading days after the approval of pre-clearance is given, the Insider must obtain the pre-clearance again.

- (ii) The Designated Person shall file the details of the trade (including their Immediate Relatives) with the Compliance Officer in the prescribed form (enclosed as "**Annexure II**") within 2 (two) working days from the date of execution of the Trade. In case the Trade is not undertaken, a report to that effect shall also be filed with the Compliance Officer in the same form within 2 working days after expiry of seven trading days of pre-clearance approval.
- (iii) Trade of Securities by the Compliance Officer shall require prior clearance from the Managing Director of the Company.
- (iv) All Designated Person (including their Immediate Relatives) who Trade in any number of Securities of the Company shall not enter into an opposite transaction during the next six months following the prior transaction.
- (v) In case the sale of securities is necessitated by personal emergency, Compliance Officer may waive off the holding period after recording in writing his/ her reasons in this regard.

6. REPORTING REQUIREMENTS

Initial Disclosure

- 6.1 Every Promoter, member of the promoter group, KMPs and Directors of the Company shall disclose their holding of Securities of the Company *(including the statement of holdings of their Immediate Relatives any other person for whom they takes trading decisions)* within thirty days of this Code taking effect, to the Company in "**Form A**" (enclosed as "**Annexure III**").
- 6.2 Every person on appointment as a KMPs or a Director of the Company or upon becoming a Promoter or member of the promoter group shall disclose their holding of securities of the Company *(including the statement of holdings of their Immediate Relatives any other person for whom they takes trading decisions)* as on the date of appointment or becoming a Promoter, to the Company within seven days of such appointment or becoming a promoter in the "**Form B**" (enclosed as "**Annexure IV**").
- 6.3 Designated Persons, within 30 days of the Regulations coming into effect and within 30 days of becoming Designated Persons in GIL as per this Code, will submit to the Compliance officer in **Form B1** (enclosed as **Annexure V**).

Continuous Disclosure

- 6.4 Every Designated Person shall disclose to the Company the number of such Securities acquired or disposed of by them (*including Securities acquired or disposed of by their Immediate Relatives any other person for whom they takes trading decisions*) in the prescribed form if the value of the Securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of Rs. Ten lakhs (1,000,000). Such disclosure shall be made in the “**Form C**” (enclosed as “**Annexure VI**”) within 2 trading days of the trading/acquisition/disposal.

The Company shall notify the particulars of such trading to the stock exchange on which the Securities are listed within two trading days of receipt of the disclosure or from becoming aware of such information.

- 6.5 All Designated Person shall file an annual statement in the “**Form D**” (“**Annexure VII**”) to the Compliance Officer of their entire holding in the Company’s Securities along with the statement of Immediate Relative as on 31st March every year. The annual statement should be filed by 30th April every year.

The Board / Compliance Officer may, at its discretion require any other Connected Person or class of Connected Persons to make disclosures of holdings and trading in Securities of the Company in such form and at such frequency as may be determined by the Board / Compliance Officer in order to monitor compliance with the Regulations and this Code.

- 6.6 Designated Persons within 30 days of this Regulations coming into effect and within 30 days from the end of last quarter of the Financial year, will submit his detail/documents along with that of his Immediate Relatives and person with whom he shares material financial relationship in **Form E** (enclosed as **Annexure VIII**).

The Company shall maintain records of all the above declarations in an appropriate form for a minimum period of 5 (five) years from the date of the filing thereof.

7. INFORMANT MECHANISM

7.1 Submission of Original Information to SEBI

- (1) An Informant shall submit Original Information by furnishing the voluntary information disclosure form to the Office of Informant Protection of SEBI in the format and manner set out in **Annexure IX** of the Code of Conduct of the Company. The Voluntary Information Disclosure Form may be submitted through informant’s legal representative.

Provided that where the Informant does not submit the Voluntary Information Disclosure Form through a legal representative, SEBI may require such Informant to appear in person to ascertain his/her identity and the veracity of the information so provided.

Where any information pertaining to any violation of the Securities Laws is received in a manner not in accordance with the manner provided under these regulations, SEBI may require such information to be filed with it in accordance with these regulations or reject the same.

(2) The legal representative will:

- i. Verify the identity and contact details of the Informant;
 - ii. Unless otherwise required by SEBI, maintain confidentiality of the identity and existence of the Informant, including the original Voluntary Information Disclosure Form;
 - iii. Undertake and certify that he/she,-
 - (a) Has reviewed the completed and signed Voluntary Information Disclosure Form for completeness and accuracy and that the information contained therein is true, correct and complete to the best of his/her knowledge;
 - (b) Has obtained an irrevocable consent from the Informant to provide to SEBI with original Voluntary Information Disclosure Form whenever required by SEBI ;
 - (c) Agrees to be legally obligated to provide the original Voluntary Information Disclosure Form within seven (7) calendar days of receiving such requests from SEBI; and
 - iv. Submits to SEBI , the copy of the Voluntary Information Disclosure Form in the manner provided in **Annexure IX** of the Code of Conduct of the Company along with a signed certificate as stated in clause (2) (iii) above
- (3) An Informant shall while submitting the Voluntary Information Disclosure Form will expunge such information from the content of the information which could reasonably be expected to reveal his or her identity and in case where such information cannot be expunged, the Informant may identify such part of information or any document that the Informant believes could reasonably be expected to reveal his or her identity.

7.2 Receipt of Original Information by SEBI

- (1) SEBI may designate a division to function as the independent office of Informant Protection.
- (2) The office of Informant protection will perform such functions as may be specified by SEBI, including:
 - i. Receiving and registering the Voluntary Information Disclosure Form;

- ii. Making all necessary communications with the Informant;
 - iii. Maintaining a hotline for the benefit of potential Informant;
 - iv. Maintaining confidentiality of the legal representative of the Informant and act as an interface between the Informant and the officers of SEBI ;
 - v. Interacting with the Informant Incentive Committee;
 - vi. Issuing press releases and rewards relating to Informant; and
 - vii. Submitting an annual report to SEBI relating to the functioning of the Office of Informant Protection.
- (3) On receipt of the voluntary information disclosure form, the office of Informant protection will communicate the substance of the information along with the evidence submitted by the Informant to the relevant department or division of SEBI for examination and initiation of necessary action, if any;
- (4) SEBI shall not be required to send any intimation or acknowledgement to the Informant or any other person, of the examination or action initiated by it , if any, pursuant to receipt of the Voluntary Information Disclosure Form or information under these regulations, including rejection thereof.

7.3 Informant Reward

- (1) Upon collection or substantial recovery of the monetary sanctions amounting to at least twice the Reward, SEBI may at its sole discretion, declare an Informant eligible for Reward and intimate the Informant or his or her legal representative to file an application in the format provided in **Annexure X** of the Code of Conduct of the Company, for claiming such Reward.

Provided that the amount of Reward shall be 10 (ten) percent of the monetary sanctions collected or recovered and will not exceed Rs. 1 Crore (Rupees One crore only) or such higher amount as SEBI may specify from time to time.

Provided further that SEBI may if deemed fit, out of the total Reward payable, grant an interim reward not exceeding Rs. 10 Lakhs (Rupees Ten lacs only) or such higher amount as SEBI may specify from time to time, on the issue of final order by SEBI against the person directed to disgorge.

- (2) In case of more than one Informant jointly providing the Original Information, the Reward, as specified above will be divided equally amongst the total number of Informants.
- (3) The Reward under these Regulations will be paid from the Investor Protection and Education Fund created by SEBI under the Securities and Exchange Board of India Act, 1992.

7.4 Determination of amount of Reward

- (1) The amount of the Reward, if payable, will be determined by SEBI;

- (2) While determining the amount of Reward, SEBI may specify the factors that may be taken into consideration by the Informant Incentive Committee;
- (3) An Informant may be eligible for a Reward whether or not he reported the matter to the Company as per its Code of Conduct and the Internal Control formulated by the Company and irrespective of the Company's Compliance Officer subsequently providing the same Information to SEBI.

7.5 Application for Reward

- (1) Informants who are considered tentatively eligible for a Reward, will submit the Informant reward claim form set out in **Annexure X** of the Code of Conduct of the Company, to SEBI within the period specified in the intimation sent by SEBI;
- (2) Prior to the payment of a Reward, an Informant will directly or through his or her legal representative, disclose his or her identity and provide such other information as SEBI may require.

7.6 Rejection of claim for Reward

No Reward shall be made to an Informant:-

- (1) who does not submit original information;
- (2) who has acquired the Original Information, through or as a member, officer, or an employee of:-
 - (i) any regulatory agency constituted by or under any law in India or outside India, including SEBI;
 - (ii) any self-regulatory organization;
 - (iii) the surveillance or investigation wings of any recognized stock exchange or clearing corporation; or
 - (iv) any law enforcement organization including the police or any central or state revenue authorities.
- (3) against whom SEBI may initiate or has initiated criminal proceedings under securities laws;
- (4) who willfully refused to cooperate with SEBI during its course of investigation, inquiry, audit, examination or other proceedings under securities laws;
- (5) who:
 - (i) knowingly makes any false, fictitious, or fraudulent statement or representation; or

- (ii) uses any false writing or document knowing that the writing or document contains any false, fictitious, or fraudulent statement or entry; or
 - (iii) fails to furnish the complete information available with him or accessible by him in relation to the alleged violation.
- (6) who is obligated, under any law or otherwise, to report such Original Information to SEBI, including a Compliance Officer under securities laws.

Provided that SEBI may if deemed fit, at its sole discretion, exempt a person from any of these disqualifications.

7.7 Informant confidentiality

- (1) Any information including Original Information may, at the discretion of SEBI, be made available:
- a. when it is required to be disclosed in connection with any legal proceedings in furtherance of the SEBI's legal position;
 - b. as permitted by these regulations; or
 - c. as may be otherwise required or permitted by law.
- (2) Original Information may, at the discretion of SEBI, be made available to:
- (i) any regulatory agency constituted by or under any law in India or outside India;
 - (ii) any self-regulatory organization;
 - (iii) the surveillance or investigation wings of any recognised stock exchange or clearing corporation; or
 - (iv) any law enforcement organization including the police or any central or state revenue authorities; or
 - (v) a public prosecutor in connection with any criminal proceedings

Provided that sharing of information will be in accordance with such assurances of confidentiality as SEBI determines appropriate.

Nothing contained in these Regulations is intended to limit, or will be construed to limit, the ability of the public prosecutor to share such evidence with potential witnesses or accused in connection with any criminal proceedings.

- (3) The Original Information and identity provided by an Informant will be held in confidence and exempted from disclosure under clauses

(g) and (h) of sub-section (1) of section 8 of the Right to Information Act, 2005.

- (4) Subject to the law of evidence for the time being in force, nothing in these regulations will prejudice the right of SEBI to use or to rely on information received otherwise
- (5) No person will have the right to compel disclosure of the identity, existence of an Informant or the information provided by an Informant, except to the extent relied upon in any proceeding initiated against such person by SEBI.

The confidentiality in respect of the identity and existence of the Informant will be maintained throughout the process of investigation, inquiry and examination as well as during any proceedings before SEBI and save where the evidence of the Informant is required during such proceedings, advance notice of such evidence may be provided to the noticee at least seven (7) working days prior to the date of the scheduled hearing for evidence.

In proceedings before any authority other than SEBI, it may request maintenance of confidentiality of the identity and existence of an Informant in such proceeding.

7.8 Protection against retaliation and victimization

1. The Company will not take any action such as discharge, termination, demotion, suspension, threats, harassment, directly or indirectly or discrimination against any employee who files a voluntary information disclosure form, irrespective of whether the information is considered or rejected by SEBI or he or she is eligible for a Reward under these Regulations, by reason of:
 - (i) filing a voluntary information disclosure form under these Regulations;
 - (ii) testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of Insider trading laws or in any manner aiding the enforcement action taken by SEBI ; or
 - (iii) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner

Nothing in this regulation will require the employee to establish that:

- (i) SEBI has taken up any enforcement action in furtherance of information provided by such person; or
- (ii) the information provided fulfils the criteria of being considered as an Original Information under these Regulations.

2. The Company will not mandate an employee to notify it of any voluntary information disclosure form filed with SEBI or to seek its prior permission or consent or guidance of any person engaged by the Company before or after such filing.

7.9 No Amnesty

- (1) Nothing in these Regulations will be deemed to provide any amnesty or immunity to an Informant for violation of securities law.
- (2) Where an action against an Informant is deemed appropriate SEBI may consider the co-operation rendered in the final determination of any penalty, sanction, direction or settlement thereof, as the case may be.
- (3) Where an action against an Informant is deemed appropriate, SEBI while determining the value of monetary sanctions will not take into account the monetary sanctions that the Informant is ordered to pay or that which any other person is ordered to pay if the liability of such other person is based substantially on the conduct that the Informant directed, planned, or initiated.
- (4) An Informant who may be liable for enforcement action by SEBI based on his or her conduct in connection with securities laws violations reported in the Voluntary Information Disclosure Form filed with SEBI, may simultaneously or at any time thereafter file an application seeking settlement with confidentiality under Chapter IX of the Securities and Exchange Board of India (Settlement Proceedings) Regulations, 2018.

Notwithstanding any action taken by SEBI against an Informant, the Informant may, after payment of any monetary amounts be eligible for a Reward.

8. PENALTY FOR CONTRAVENTION OF THE CODE

- 8.1 Every Designated Person shall be individually responsible for complying with the provisions of the Code (including to the extent the provisions hereof are applicable to his/her dependents).
- 8.2 Designated Person who violates the Code shall also be subject to disciplinary action by the Company, which may include wage freeze, suspension, ineligibility for future participation in employee stock option plans, etc.
- 8.3 The action by the Company shall not preclude SEBI from taking any action in case of violation of the Regulations.
- 8.4 A report of violations by Designated Persons will be intimated to SEBI in the format prescribed in Annexure XI of the Code of Conduct of the Company.

- 8.5 A Digital database of violation of code of conduct by the Designated Persons be maintained to entail initiation of appropriate action.

9. PROCESS ON HOW AND WHEN PEOPLE ARE BROUGHT INSIDE SENSITIVE TRANSACTION

“Sensitive Transaction” will mean any transaction which will significantly impact on the business activity of the Company. It will include all transactions that are not in ordinary course of business and have arose because of any external or internal unforeseen circumstances.

The Board of Directors as and when it decides to enter into a sensitive transaction, should without any delay call for a meeting of the senior management to discuss the transaction and the modalities for ensuring compliance with all applicable laws. Where the senior management of the Company identifies a sensitive transaction, it should bring the matter to the notice of the Compliance Officer, who will then call for a meeting of the Board and the senior management to discuss the transaction and take their views/ recommendations.

Where the transaction has been identified, the next important task will be to identify the people who will be carrying out the transaction. Individuals with appropriate qualification and expertise should only be brought inside a sensitive transaction. As a general practice, Designated Persons, as identified in this Regulations will be the people who, as and when required, will be brought inside a sensitive transaction. However, if a transaction necessitates inclusion of other people (not defined as Designated Persons), appropriate and adequate care needs to be undertaken to ensure that the information w.r.t to the transaction remains within the group of individuals working on such transactions. People from other department within the Company to be included only where the need arises.

While making people a part of any sensitive transaction of the Company, the following key points to be followed:

9.1 Necessity

While taking a decision on who is to be made part of a sensitive transaction, the necessity and the impact of the individual/group of individuals being part of such transaction should be analysed. The experience and expertise to be provided by the people should also be considered prior to involving people in a sensitive transaction. It may also be evaluated basis the level and role of the individual in the company and on the transaction, whether such an individual is required to be involved in the transaction in entirety or in part of the transaction.

9.2 Relevant and Proportion

Even when people are part of a sensitive transaction, it will be at the discretion of the senior management to decide on the extent of

information to be shared. The information pertaining to the transaction will be shared only to the extent relevant to them for carrying out the transaction in whole or the part as has been defined for their role. The sharing of confidential information must be proportionate to the need and the tasks to be handled by the individual. The individuals should be refrained from trying to access or procure information not relevant to or otherwise shared with them.

9.3 Adequate and Accurate

Information should be adequate for its purpose of carrying out the obligations bestowed on people for the transaction. Information should be of the right quality to ensure that it can be understood and relied upon. It is also to be taken care of that the information shared with while carrying out such sensitive transaction should be accurate and up to date.

9.4 Timely and Secure

Timeliness is key in case of sensitive transaction and all information shared should be in a secure manner and in compliance with the provisions of this Regulations.

ANNEXURE I

PRE-CLEARANCE-APPLICATION FORM

[Pursuant to clause 5.4.2 (i) of the Code]

Date:

Through Department Head

To

The Compliance Officer

Goodyear India Limited ("Company")

Mathura Road, Ballabgarh

(Dist. Faridabad) 121004, Haryana

Sub: Pre-Clearance of trading in the securities of the Company ("Pre-Clearance Application")

Dear Sir/Ma'am

I, _____ [Name], _____
[Designation], [Department] of the Company/ connected with the Company in
the capacity of _____ seek approval for
subscribing/ buying/ selling/ dealing/ agreeing to subscribe buy, sell, deal
("Trade") of the securities of the Company pursuant to the SEBI (Prohibition of
Insider Trading) Regulations, 2015 and Clause 5.4.1 of Code of Practices and
Procedures for Fair Disclosure of Unpublished Price Sensitive Information and
Conduct for Regulation, Monitoring and Prevention of Insider Trading of the
Company ("Code"), as per details given below:

DETAILS OF PROPOSED TRADE		
1	Name and residential address of the Applicant	
2	Relationship with the Company	Employee <input type="checkbox"/> Connected Person <input type="checkbox"/> Designation (if employee):
3	Trade to be done by	Applicant <input type="checkbox"/> Spouse <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Brother <input type="checkbox"/> Sister <input type="checkbox"/> Son <input type="checkbox"/> Daughter <input type="checkbox"/> Others <input type="checkbox"/>
4	Trade is for	Sale <input type="checkbox"/> Purchase <input type="checkbox"/> Subscription <input type="checkbox"/> Others <input type="checkbox"/>
5	Proposed Trade is	Off Market <input type="checkbox"/> Through Stock Exchange <input type="checkbox"/>
6	Name of the other party (purchase/seller) in case Trade is an off-market trade	

7	Proposed Date of dealing in securities				
8	No of securities proposed to be Traded				
9	Price at which Trade is proposed to be purchased				
10	Price of securities of the company on BSE proposed to be Traded (As on the date of application)				
11	Folio No. / DP ID / Client ID No.				
DETAILS OF PRESENT HOLDING					
1	No. of securities held by the applicant as on date				
2	No. of securities held by applicant's Immediate Relatives	Relative	Name of Relative	No. of shares held	Folio No./Client ID/DP ID
		Spouse			
		Father			
		Mother			
		Brother			
		Sister			
		Son			
		Daughter			
3	No. of securities held by the person(s) for whom I take trading decisions	Name	Relation	No. of shares held	Folio No./Client ID/DP ID

DECLARATION AND UNDERTAKING

In relation to the above application I hereby declare and undertake the following:

- (i) That I am desirous of trading in the securities of the Company as per details mentioned in this Pre-Clearance Application. That I am not in possession of have access to and/or otherwise privy to any Unpublished Price Sensitive Information (as defined in the Code) up to the time of signing this Undertaking.
- (ii) That in the event that I have access to or received any information that could be construed as "Unpublished Price Sensitive Information" as defined in the Code, after the signing of this undertaking but before executing the Trade for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from trading in the securities of the Company until such information becomes generally available to the public.
- (iii) That I have not contravened the provisions of the Code as notified by the Company from time to time.
- (iv) That I undertake to submit the necessary report within two working days of execution of the Trade in case trade is executed and within two working days from the date of expiry of seven days from the date of pre clearance approval in case Trade is not undertaken.
- (v) That If approval is granted, I shall execute the deal within 7 (seven) trading days of the receipt of approval failing which I shall seek pre-clearance again.
- (vi) That I will not enter into an opposite transaction during the next six months following the transaction under this approval without previous approval of the Compliance officer.
- (vii) That I have made full and true disclosure in the matter.

Thanking you

Yours truly,

Signature:

Name:

Employee no.:

Designation:

PRE-CLEARANCE - APPROVAL LETTER

Date:

To,
Mr./Ms. _____
Designation: _____
Address:

Pre-Clearance of trading in the securities of the Company ("Pre-Clearance Application")

Dear Sir/Ma'am

This is to inform you that your request for trading in the _____ of the Company as mentioned in your Pre-Clearance Application Form dated _____ has been approved.

Please note that the aforesaid transaction must be undertaken within 7 (seven) trading days from the date of this letter.

In case you do not complete the said transaction within the above-stipulated time, you must seek fresh approval for trading before executing any trade in the securities of the Company if the trade in the Securities of the Company exceeding 1000 shares or where the transaction value of the Securities intended to be Traded exceeds Rs. five lacs (market value) whichever is less.

You are further required to the details of the trade in format specified under Annexure II pursuant to clause 5.4.3 (ii) of the Code (Enclosed for your reference) within 2 (two) working days of from the date of execution of the Trade. In case the Trade is not undertaken, a report to that effect shall also be filed with the Compliance Officer in the same form within 2 working days after expiry of seven trading days of pre clearance approval.

For and on behalf of Goodyear India Limited

Compliance Officer

Encl. Format of disclosure of trades made under pre clearance approval

ANNEXURE II

FORMAT OF DISCLOSURE OF TRADES EXECUTED UNDER PRE-CLEARANCE APPROVAL

[Pursuant to clause 5.4.3 (ii) of the Code]

Date:

To
The Compliance Officer
Goodyear India Limited ("Company")
Mathura Road, Ballabgarh
(Dist. Faridabad) 121004, Haryana

I, _____, _____,
_____ (Department) of the Company/ connected with the Company in the
capacity of _____ have received pre clearance
approval for purchase / sale / subscription ("**Trade**") of the securities of the
Company vide pre clearance approval letter dated _____. In
this regard, I hereby submit that I: (*strike off which is not applicable*)

☐

Have not Traded in the securities of the Company.

☐

Have Traded in the securities of the Company as per the following
details:

Name of the Applicant (who applied for pre clearance)	Traded By/on behalf of	No of securities traded	DP ID/Client ID/Folio No. of the person in whose name trading is done	Price								
	Applicant <input type="checkbox"/> Spouse <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Brother <input type="checkbox"/> Sister <input type="checkbox"/> Son <input type="checkbox"/> Daughter <input type="checkbox"/> Others <input type="checkbox"/>	<table><tr><td>Purchased</td><td></td></tr><tr><td>Sold</td><td></td></tr><tr><td>Subscribed</td><td></td></tr><tr><td>Others</td><td></td></tr></table>	Purchased		Sold		Subscribed		Others			
Purchased												
Sold												
Subscribed												
Others												

In connection with the aforesaid transaction(s), I hereby undertake to preserve, for a period of 3 years and produce to the Compliance officer / SEBI any of the following documents:

- (i) Broker's contract notes.
- (ii) Proof of payment to/from brokers.
- (iii) Extract of bank passbook/statement (to be submitted in case of demat transactions).

(iv) Copy of delivery instruction slip (applicable in case of sale transaction).

I further agree to hold the above securities for a minimum period of six months. In case there is any urgent need to sell these securities within the said period, I shall approach the Compliance Officer for necessary approval. (*applicable in case of purchase / subscription*).

I hereby declare that the above information is correct and no provisions of the Code and or the Applicable Laws/Regulations have been violated in effecting the aforesaid trade.

Thanking you

Yours truly,

Signature:

Name:

Employee no.:

Designation:

ANNEXURE III

FORM A INITIAL DISCLOSURE

[Pursuant to Regulation 7(1)(a) of the Regulations and clause 6.1 of the Code]

Name of the Company: _____

ISIN of the Company: _____

Details of Securities held by Promoter, Key Managerial Personnel (KMPs), Director and other such persons as mentioned in Regulation 6(2)

Name, PAN, CIN/DIN & address with contact nos.	Category of Person (Promoters, KMPs/ Directors, Immediate Relative to / others etc.	Securities held as on the date of regulation coming into force		%age of shareholding
		Type of securities (e.g. Shares, warrants, convertible debentures etc.,)	No.	

Note: "Securities" shall have meaning as defined under regulation 2(1) (i) of SEBI (Prohibition of Insider Trading) Regulations, 2015

Details of Open Interest (OI) in derivatives of the company held by Promoters, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms

Note: In case of Options, notional value shall be calculated based on premium plus strike price of options

Name & Signature:

Designation:

Date:

Place:

ANNEXURE IV

FORM B INITIAL DISCLOSURE

[Pursuant to Regulation 7(1)(b) of the Regulations and clause 6.2 of the Code]

Name of the company: _____

ISIN of the company: _____

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN & Address with contact nos.	Category of Person (Promoters/ KMP/ Directors/ Immediate Relative to/others etc.)	Date of appointment of Director /KMP OR Date of becoming Promoter	Securities held at the time of Becoming Promoter/ appointment of Director/KMP		% of Shareholding
			Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No.	

Note: “Securities” shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of Open Interest (OI) in derivatives of the company held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter of a listed company and other such persons as mentioned in Regulation 6(2).

Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts * lot size)	Notional value in Rupee terms

Note: In case of Options, notional value shall be calculated based on premium plus strike price of Options

Name & Signature: _____

Designation: _____

Date: _____

Place _____

ANNEXURE V

FORM B1

Disclosure by Designated Persons

[Pursuant to Schedule B of the Regulations and Code of Conduct of the Company]

I, _____ (Name of the employee), designated as _____ (Designation) working with _____ (Department) has been identified as a Designated Person pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time and Code of Conduct of Goodyear India Limited ("the Company").

As per the requirement, my educational qualifications and employment details are mentioned hereinbelow:

I. Education and Qualification

Sl. No.	Qualification

II. Employment History

Sl. No.	Name Employer

Declaration:

- 1) To the best of my knowledge and belief, the above-mentioned details are true and correct;
- 2) I take full responsibility of the details stated above and the Company has all rights to take any actions against me, if the information/ documents are found to be false or inadequate

Signature:

Date:

Annexure VI

FORM C CONTINUAL DISCLOSURE

[Pursuant to Regulation 7(2) of the Regulations and clause 6.3 of the Code]

Name of the company: _____

ISIN of the company: _____

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN & address with contact nos.	Category of Person (Promoter s/ KMP / Directors/ immediate relative to/other s etc.)	Securities held prior to acquisition/ disposal		Securities acquired/Disposed				Securities held post acquisition/ disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition / disposal (on market/ public/rights/ preferential offer / off market/ Inter-se transfer, ESOPs etc.)
		Type of security (For e.g. – Shares, Warrants Convertible Debentures etc.)	No. and % of share holding	Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoked/ Invoke	Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No. and % of share holding	From	To		

Note: “Securities” shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of trading in derivatives of the company by Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of Contract	Contract Specifications	Buy		Sell		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	

Note: In case of Options, notional value shall be calculated based on Premium plus strike price of options.

Name & Signature:

Designation:

Date:

Place:

ANNEXURE VII

FORM D ANNUAL STATEMENT

[Pursuant to Regulation 7(3) of the Regulation and clause 6.4 of the Code]

Details of trading in securities by other Connected Persons as identified by the company

Name, PAN, CIN/DIN, & address with contact nos. of other connected persons as identified by the company	Connection with company	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition/ disposal on market / public/ rights / Preferential offer / off market / Interse transfer, ESOPs etc.)
		Type of Security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No. and % of share holding	Type of security (For e.g. – Shares, Warrants, Convertible Debentured etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge/ Revoke /Invoke)	Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To		

Note: “Securities” shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of trading in derivatives by other Connected Persons as identified by the company

Type of Contract	Contract Specifications	Buy		Sell		Exchange on which the trade was executed
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	

Note: In case of Options, notional value shall be calculated based on premium plus strike price of options.

Name:

Signature:

Place:

ANNEXURE VIII

FORM E

Disclosure by Designated Persons

[Pursuant to Schedule B of the Regulations and Code of Conduct of the Company]

I, _____ (Name of the employee), designated as _____ (Designation) working with _____ (Department) has been identified as a Designated Person pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time and Code of Conduct of Goodyear India Limited ("the Company").

My PAN/ other Unique Identification Number is _____.

(specify the name of Identifier where PAN is not available)

As per the requirement, I hereby provide the below information of:

a. My Immediate Relatives

(spouse, and includes parent, sibling, and child of such person or of the spouse, any of whom is either dependent financially on such person, or consults such person in taking decisions relating to trading in securities)

Name of the Person	Relationship	PAN/ any other Unique Identification Number of the Country	Description of the Unique Identification Number and the Country	Contact Number (Phone and Mobile)

b. Persons with whom I share material financial information

("material financial relationship" means a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift during the immediately preceding twelve months, equivalent to at least 25% of such payer's annual income but shall exclude relationships in which the payment is based on arm's length transactions)

Name of the Person	Relationship	Amount of payment made	Reason for payment	PAN/ any other Unique Identification Number of the Country	Description of the Unique Identification Number and the Country	Contact Number (Phone and Mobile)

Declaration:

- 1) To the best of my knowledge and belief, the above-mentioned details are true and correct;**
- 2) I take full responsibility of the details stated above and the Company has all rights to take any actions against me, if the information/ documents are found to be false or inadequate; and**
- 3) I will furnish disclosure as when there is any change in this Disclosure.**

Signature:

Date:

ANNEXURE IX

Form for Informant's Voluntary Information Disclosure to be submitted to SEBI

Note: For submission of information through a legal representative, the redacted copy of the Form expunging information that may identify the Informant shall be submitted by the legal representative without expunging any information relating to the legal representative and the details relating to the violation of securities laws.

*Indicates that the required field is non-mandatorily, remaining fields are mandatory

II. PERSONAL INFORMATION OF THE INFORMANT		
A. INDIVIDUAL 1:		
Last Name:.....	First Name:.....	Title:.....
Address:	City / State:	PIN:
Telephone (with State Code):	Mobile:	E-Mail address:
Employment Details*:	Permanent Account Number, if available:	
III. LEGAL REPRESENTATIVE (where applicable)		
Last Name:.....	First Name:.....	Title:.....
Firm Name (if not self-employed):		
Contact address :	City / State:	PIN:
Residence address:	City / State:	PIN:
Telephone (with State Code):	Mobile:	E-Mail address:
Bar Council Enrolment Number:		

III SUBMISSION OF ORIGINAL INFORMATION
<p>1. Is it a violation of securities laws? Yes / No</p> <p>2. If yes to question (1), please describe the type of violation:</p>
<p>3. Has the violation: Occurred / Occurring / Potential to occur in future</p>
<p>4. If the violation has occurred, date of occurrence: (in case exact date is not known, an approximate period may be entered)</p>
<p>5. Have the individual(s) or their representatives had any prior communication(s) or representations with SEBI concerning this matter?</p> <p>Yes (Details thereof) / No</p>
<p>6. Does this violation relate to an entity of which the individual is or was an officer, director, counsel, employee, consultant or contractor?</p> <p>Yes (Details thereof) / No</p>
<p>7. If yes to question (6), was the original information submitted first to your Head or internal legal and compliance office?</p> <p>Yes / No</p>
<p>8. If yes question (7), then please provide, Date of submission of original information:</p>
<p>9. Please describe in detail why you think the information submitted is a violation?</p>
<p>10. What facts or supporting material is your allegation based on? Please attach any additional documents to this form, if necessary.</p>
<p>11. Identify any documents or other information in your submission that you believe could reasonably be expected to reveal your identity and explain the basis for your belief that your identity would be revealed if the documents were disclosed to a third party</p>
<p>12. Provide details of connection amongst the Informant, the company whose securities are involved and the person against whom information is being provided:</p>

IV. DECLARATION

I/we hereby declare that,-

A. I/we have read and understood the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;

B. I/we accept that mere furnishing of information by me/us does not by itself confer on me/us right to get reward and that I/we may not get any Reward at all. I/we would be bound by the decisions that the authority competent to grant reward may take;

C. I/we accept that the Securities and Exchange Board of India is under no obligation to enter into any correspondence regarding action or inaction taken as a result of my/our information.

D. I/we accept that the reward would be an ex-gratia payment which, subject to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, shall be granted at the absolute discretion of the competent authority. The decision of the authority shall be acceptable to me/us and I/we shall not challenge it in any litigation, appeal, adjudication, etc.

E. In the event of my/our death before the reward is paid to me/us, it may be paid to (Details of nominee)

F. I/we declare that the information contained herein is true, correct and complete to the best of my/our knowledge and belief and not obtained from the categories of persons indicated in sub-regulation (2) and sub-regulation (6) of regulation 7G of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and agree to indemnify SEBI in case it is not so found. I/we fully understand that I/we may be subject to action under securities laws as well as Section 182 of the Indian Penal Code, 1860 (45 of 1860) and ineligible for Reward if, in my/our submission of information or in any other dealings with SEBI, I/we knowingly and willfully make any false, fictitious, or fraudulent statements or representations, or use any false writing or document knowing that the writing or document contains any false, fictitious, or fraudulent statement.

Signature:.....

Date:

Place:

V. CERTIFICATE BY LEGAL REPRESENTATIVE (where the information is submitted through legal representative)

I hereby certify as follows,-

(a) I have reviewed the completed and signed Voluntary Information Disclosure Form for completeness and accuracy and the information

contained therein is true, correct and complete to the best of my knowledge;

(b) I have irrevocable consent from the Declarant, to provide to the Securities and Exchange Board of India, the original Voluntary Information Disclosure Form in the event of a request for it from the Securities and Exchange Board of India due to concerns that the Informant has not complied with these regulations or where the Securities and Exchange Board of India requires the said information for the purpose of verification for declaring any gratuitous reward to the Informant or where the Securities and Exchange Board of India determines that it is necessary to seek such information to accomplish the purpose of the Securities and Exchange Board of India Act including for the protection of investors, sharing with foreign securities regulators and foreign and Indian law enforcement agencies, etc.;

(c) I am and shall continue to be legally obligated to provide the original Voluntary Information Disclosure Form without demur within seven (7) calendar days of receiving such request from the Securities and Exchange Board of India.

Signature:.....

Date:

Place:

ANNEXURE X

Form for Informant's Reward Claim to be submitted to SEBI within the time specified in the intimation of prima facie eligibility to receive an Informant Reward

All fields are mandatory

I. PERSONAL INFORMATION OF THE INFORMANT		
A.INFORMANT		
Last Name:.....	First Name:.....	Title:.....
Address:	City / State:	PIN:
Telephone (with State Code):	Mobile:	E-Mail address:
Employment Details*:	Permanent Account Number, if available:	
II. ORIGINAL INFORMATION SUBMITTED		
Online Acknowledgment Receipt Number: (Annex Original Form for Voluntary Information Disclosure, if not yet submitted to Securities and Exchange Board of India)		
Subject matter of submission:	Date of submission:	
III CONSIDERATION FOR REWARD		
Provide any material information that may be relevant in light of the criteria for determining the amount of Reward or denial thereof. Include any supporting documents if necessary.		
IV. DECLARATION		
I/we hereby declare that,- A. I/we have read and understood the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;		

B. I/we accept that mere furnishing of information by me/us does not by itself confer on me/us right to get reward and that I/we may not get any Reward at all. I/we would be bound by the decisions that the authority competent to grant reward may take;

C. I/we accept that the Securities and Exchange Board of India is under no obligation to pay any reward or enter into any correspondence regarding action or inaction taken as a result of this communication.

D. I/we accept that the reward would be an ex-gratia payment which, subject to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, shall be granted at the absolute discretion of the competent authority. The decision of the authority shall be acceptable to me/us and I/we shall not challenge it in any litigation, appeal, adjudication, etc.

E. In the event of my/our death before the reward is paid to me/us, it may be paid to (Details of nominee)

F. I/we declare that the information contained herein is true, correct and complete to the best of my/our knowledge and belief and not obtained from the categories of persons indicated in sub-regulation (2) and sub-regulation (6) of regulation 7G of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and agree to indemnify SEBI in case it is not so found. I/we fully understand that I/we may be subject to action under securities laws as well as Section 182 of the Indian Penal Code, 1860 (45 of 1860) and ineligible for Reward if, in my/our submission of information or in any other dealings with SEBI, I/we knowingly and willfully make any false, fictitious, or fraudulent statements or representations, or use any false writing or document knowing that the writing or document contains any false, fictitious, or fraudulent statement.

Signature:.....

Date:

Place:

V. CERTIFICATE BY LEGAL REPRESENTATIVE (where the information is submitted through legal representative)

I hereby certify as follows,-

(a) I have reviewed the completed and signed Voluntary Information Disclosure Form for completeness and accuracy and the information contained therein is true, correct and complete to the best of my knowledge;

(b) The declarant is the person who signed the original Voluntary Information Disclosure Form.

Signature:.....

Date:

Place:

ANNEXURE XI

Report by Goodyear India Limited for violations related to the Code of Conduct under SEBI (Prohibition of Insider Trading) Regulations, 2015 Schedule B read with Regulation 9(1) of the SEBI (Prohibition of Insider Trading) Regulations, 2015

Sr. No.	Particulars	Details
1.	Name of the listed company/Intermediary/Fiduciary	Goodyear India Limited
2.	Please tick the appropriate checkbox: <input type="checkbox"/> Listed Company; <input type="checkbox"/> Intermediary; <input type="checkbox"/> Fiduciary	
3.	Name of the Designated Person (DP) Name of the Immediate relative of DP if reporting for Immediate relative	
4.	PAN of the DP PAN of the Immediate relative of DP if reporting for Immediate relative	
5.	Designation of DP	
6.	Functional role of DP	
7.	Whether DP is Promoter/ Promoter group/holding/CXO level position (e.g. CEO, CFO, CTO etc.)	
8.	Transaction details: a) Name of the scrip b) No. of shares traded (which includes pledge) and value (Rs.) Date-wise)	
9.	In case value of trade(s) is more than Rs. 10 lacs in a calendar quarter a) Date of intimation of trade(s) by concerned DP/director/promoter/promoter group to Company under regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015	
	b) Date of intimation of trade(s) by Company to stock exchanges under	

	regulation 7 of SEBI (Prohibition of Insider Trading) Regulations, 2015	
10.	Details of violations observed under SEBI (Prohibition of Insider Trading) Regulations, 2015	
11.	Action taken by listed company/Intermediary/Fiduciary	
12.	Reasons recorded in writing for taking action stated above	
13.	Details of previous instances of violations, if any, since, last financial year	
14.	Any other relevant information	

Date and Place:

Yours faithfully

Name and signature of the Compliance Officer

PAN:

Email id:

Mobile Number:



GOODYEAR INDIA LTD

**INSTITUTIONAL MECHANISM FOR PREVENTION OF INSIDER TRADING
[Pursuant to regulation 9A of the SEBI (Prohibition of Insider Trading) Amendment
Regulations, 2018]**

DATE OF FIRST APPROVAL:

FIRST AMENDMENT

SUBSEQUENT AMENDMENT

Approved by the Board

Chairman of the Board

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ABBREVIATIONS

The abbreviated word as used in this document shall mean as follows:

Board	Board of Directors of Goodyear India Limited
Company/ GIL	Goodyear India Limited
CA 2013	Companies Act, 2013
Code of Fair Disclosure	Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information, as amended from time to time
Code of Conduct	Code of Conduct for Regulation, Monitoring and Reporting Trading by Designated Person, as amended from time to time
HoD	Head of the Department
Director	As defined in Section 2(34) the Companies Act, 2013, as amended from time to time
Promoter	Goodyear Orient Company (Private Limited)
Regulations	SEBI (Prohibition of Insider Trading) Regulations, 2015 including amendments thereto
SEBI	Securities and Exchange Board of India

RATIONALE

As per the requirement laid out under Regulations 8 and 9 of the Regulations, the Company on May 07, 2015 formulated the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information and Conduct for Regulation, Monitoring and Prevention of Insider Trading (“the Code”) and amended the Code on February 14, 2018.

SEBI on December 31, 2018 and January 21, 2019 amended the Regulations by introducing the SEBI (Prohibition of Insider Trading) Regulations, 2018 and the SEBI (Prohibitions of Insider Trading) Regulations, 2019, respectively (together referred to as “Amendment Regulations”). Any reference to Regulations in this document will include the Amendment Regulations as well.

Regulation 9A of the Amendment Regulations require every listed company, to put in place an adequate and effective system of internal controls to ensure compliance with the requirements of the Regulations to prevent and monitor insider trading in the Company.

In the light of the aforesaid provisions, the Board has approved and adopted this “Institutional Mechanism for Prevention of Insider Trading” (“**Internal Control Mechanism**”).

The Internal Control Mechanism will come into force from April 1, 2019 including such amendments/modifications to the Internal Control Mechanism as may be approved by the Board from time to time.

DEFINITION

- i. **“Designated Employee”** will mean all employees of the Company who have access to Unpublished Price Sensitive Information related to the Company or its securities. The Designated employee as per the requirement of the internal control mechanism will be same as Designated Person defined under the Code of Conduct to regulate, monitor and report trading by Designated Persons. The term ‘Designated Employees’ and “Designated Persons” may will be used interchangeably but will have the same meaning;
- ii. **“Immediate relative”** will mean spouse of a person, and includes parent, sibling, and child of such person or of the spouse, any of whom is either financially dependent on such person, or consults such person in taking decisions relating to trading in securities;
- iii. **“Material Financial Relationship”** will mean a relationship wherein one person is recipient of any kind of payment such as by way of a loan or gift during the immediately preceding 12 (Twelve) months, equivalent to 25% of such payer’s annual income but will exclude relationships in which the payment is based on arm’s length transactions;
- iv. **“Senior management”** will mean officers/ personnel of the Company, who are members of its core management team excluding Board of Directors and normally this will comprise of all members of the management one level below the Chief Executive officer/Manager, in case they are not part of the Board, and will specifically include Company Secretary and Chief Financial Officer.

Words and expressions used in this document and not defined shall have the meanings respectively assigned to them in the Regulations and the Code.

A. APPLICABILITY

The internal control mechanism will be applicable on all the employees of the Company, specifically:

- i. all employees identified as Designated Persons of the Company in the Internal Control mechanism and in the Code of the Company; and
- ii. all employees who are brought inside on sensitive transactions as specified in the Code of Conduct of the Company.

B. Designated Persons

All the persons who have access to UPSI related to the Company or its securities, on account of their designation or the roles and function performed in the Company, will be identified as the Designated Persons of the Company as per the requirement under the Regulations and the Internal Control Mechanism.

B.1 List of Designated Persons

The list of persons identified as Designated Persons as on April 1, 2019 (the effective date of coming into effect of this Regulations) forms part of this document as **Annexure A**

B.2 Manner of Identification of Designated Persons:

While identifying a person as the Designated Person of the Company, the following criterion will be followed:

- a) Employee of the Company above the rank of Assistant Manager in the Corporate office and Manager in case of Factory;
- b) Employees working in the Legal & Secretarial department of the Company;
- c) Employees authorised to represent the Company before any statutory authority(ies);
- d) Board and Senior Management of the immediate holding or ultimate holding company;
- e) Board and Senior Management of fellow subsidiaries;
- f) Employees above the rank of Assistant Manager in Corporate office and factory, of Goodyear South Asia Tyres Private Limited, fellow subsidiary of the Company;
- g) Person working as an associate (not being on the payroll of the Company) in the Legal & Secretarial and Finance department of the Company;
- h) Person working under a loan staffing arrangement and holds a position above Assistant Manager (if he was an employee of the Company) in the Corporate or Factory office or in the Legal & Secretarial or Finance department of the Company

The criterion stated above are indicative in nature. The Compliance officer as and when deem necessary may include an additional criterion for such identification. It is not mandatory to identify every person falling in any of the above-mentioned category to be identified as a Designated Person. The access by the person to UPSI of the Company or its securities needs to be factored in while classifying a person as a Designated Person for this purpose.

B.3 Updation of the list of Designated Persons:

The Compliance Officer has the power and authority to update the list of Designated Persons. To update the list, the HoD will provide a list of persons joining the department who as per the decision of the HoD and in line with the criterion mentioned above should be identified as a Designated Person. On receipt of the information, the Compliance officer will update the list of Designated Persons. The Compliance Officer may if he deems necessary discuss the decision of the HoD, on identification of a person as Designated Person. The Compliance Officer may delegate the power of updation of the list to any personnel in the Secretarial department. The list of Designated Persons will be updated on quarterly basis and placed before the Audit Committee on an annual basis for their noting.

B.4 Duties of Designated Persons:

Initial Submissions

Every Designated Person within 30 days from the date being identified as a Designated Person, will have to provide the following information as prescribed in the Code of the Company:

- a) Details of educational qualifications; and
- b) Details of past employments

Continual Submissions

- a) Every Designated Person within 30 days from the end of the last quarter of the Financial Year will submit his details along with that of his immediate relatives and persons with whom he shares material financial relationship, as prescribed in the Code of the Company. The details to be submitted with the Company will include Permanent Account Number (PAN) or any other unique identification number as authorised by law of the country of the person;
- b) Every Designated person shall disclose to the Company the number of such securities acquired or disposed of within 2 (Two) trading days of such transaction if the value of the securities traded, whether in one transaction or a series of transactions over a calendar quarter, aggregates to a traded value in excess of Rs. 10,00,000 (Rupees Ten Lakhs) or such other value as may be specified.

Adherence to the Code and Internal Control mechanism

Every Designated Person will be individually responsible for complying with the provisions of the Code and internal control mechanism. In case of any doubts or query on his responsibilities, he should approach the Compliance officer or any employee of the Legal & Secretarial department of the Company for clarity.

Where any Designated Persons comes across any leakage of UPSI or suspects a leakage of UPSI, it is his responsibility to immediately inform the Compliance Officer of such an incident. He can also refer to the Vigil/Whistle Blower Mechanism to report such a leakage.

It is the responsibility of the Designated Person to communicate the requirement of the Regulations to his immediate relatives and persons with whom he shares material financial information or any persons who is dependent financially on him or consults him in taking decisions for trading in securities and inform such a person to also abide by the Regulations and Code of the Company.

Where any Designated Person becomes aware of any Insider Trading by his immediate relative or person with whom he shares material relationship, any persons who is dependent financially on him or consults him in taking decisions for trading in securities or fellow Designated Person, it is his responsibility to report such an act to the Compliance officer promptly.

All Designated Persons are requested to have a clear understanding of the Regulations, Code of Fair Disclosure, Code of Conduct and Internal Control Mechanism. Where a

Designated Person has any query/concern, he should consult the Compliance Officer or senior personnel in the Secretarial department.

C. Insiders

Any person who is related to the Company in a manner that such relationship provides him UPSI or access to UPSI of the Company is considered as an Insider to the Company. Where a UPSI is shared with any person pursuant to legitimate purpose will also be identified as an Insider. Basis the requirements laid out in the Regulations, the Insider will be:

- a) connected person, as defined under 2(d) of the Regulations; or
- b) a person in possession of or having access to UPSI; or
- c) a person in receipt of UPSI pursuant to the legitimate purpose of the Company

Given this, any person, who is not a Designated Person, and falls within any of the above categories, will be considered as an Insider to the Company, which will include the Registrar and Share Transfer Agent, Auditors, Bankers, Legal Advisors, Consultants, Service Providers, etc.

C.1 Roles and Responsibilities of an Insider

Restriction on communication of UPSI – An Insider is restricted from communicating, providing or allowing access to any UPSI, relating to the Company or its securities to any person, including other insiders except where the communication is in furtherance of legitimate purposes, performances of duties or discharge of legal obligations. Any information should be shared by an Insider to another Insider only on a need to know basis.

Restriction on trading in shares – Regulation 4 of the Regulations states that “No insider shall trade in securities that are listed or proposed to be listed on a stock exchange when in possession of unpublished price sensitive information”. The Regulation however also provides avenues in which Insiders may trade in securities of the Company, while in possession of UPSI.

Insider is restricted from trading in the securities of the Company, while he is in possession of UPSI. An Insider, where found to have traded in securities of the Company, will be considered as non-compliant with the requirements of the Regulations and the Code of Conduct of the Company. Insiders, though, may trade in securities of the Company, in full compliance to regulation 4 of the Regulations, i.e. Insiders may trade in shares of the Company in the following manner:

- a) off market inter-se transfer;
- b) transactions through the block deal window mechanism;
- c) transaction pursuant to a statutory or regulatory obligation;
- d) transaction pursuant to the exercise of stock options where exercise price was pre-determined;
- e) Transaction pursuant to a Trading Plan

Insider may also, if accused of Insider Trading, have to prove his innocence by proving that person in possession of UPSI and person taking trading decision was different and that no UPSI was communicated for such trading.

In all circumstances, Insider will be presumed to be non-compliant with the Regulations and that the Insider will have to prove his innocence with valid reasons and justifications. Therefore, care must be taken by all Insiders that they comply with the provisions of the Regulations.

All Insiders are requested to have a clear understanding of the Regulations, Code of Fair Disclosure, Code of Conduct and Internal Control Mechanism. Where an Insider has any query/concern, he should consult the Compliance Officer or senior personnel in the Secretarial department.

D. Unpublished Price Sensitive Information

UPSI is any information relating to the Company, which when publicly known, could reasonably be expected to have a material impact on the market price of the securities of the Company or that an investor would consider important in deciding how to deal in securities of the Company. The information may be positive or negative and may affect the market price of the securities accordingly.

Information is considered unpublished until it has been effectively disclosed to the stakeholders, including the investors, concerned regulators etc. and there has been adequate time for the market as a whole to understand and react to the information. Any circulation of rumours even if accurate and reported in media, will not constitute as an effective public disclosure, unless the news has been certified by the Compliance Officer or such authorised representative of the Company.

An information relating to the Company or its securities will be considered generally available when the information is made accessible to public on a non-discriminatory basis by the Compliance Officer or any other personnel of the Company who has been authorised by the Board of Directors of the Company. Universal and uniform dissemination of information, such as disclosures made to stock exchange of events related to the Company, will constitute generally available information.

D.1 Identification of an information as UPSI

To identify and categorise an information as UPSI may be challenging in certain circumstances and therefore, the following indicative questions may be answered to arrive at a conclusion:

- i. Is the information commercially sensitive** i.e. Whether the information will have a negative or positive impact on the revenue of the Company. For instance, the Company in process of developing a new product, first of its kind in the region of its business and as per research, it will increase the revenue of the Company;
- ii. Does the information have material impact on the business/future growth either directly or indirectly?** For instance, the major supplier of raw material has become bankrupt and is closing down;
- iii. Does the industry in which the company operates in has same information?** – Any information that will affect the industry, in which the Company operates, as a whole, will not be considered as an UPSI such as circulars issued by any regulatory authority or body regulating the industry in which the company operates, though the same may be considered as a material event as per the SEBI (LODR) Regulations, 2015. However, a

prior knowledge about an announcement to me made by an industry regulator, government departments or other body, until publicly made available, will be considered as an UPSI. For instance, Pollution control Board has requested all tyre manufacturing companies to stop production for a certain period of time due to pollution levels going substantially high;

- iv. Impact on the reputation of the Company** – Where an information is expected to have a direct or indirect impact on the reputation or goodwill or brand image of the Company, it will be considered as UPSI. For instance, high attrition rate due to management dispute which has been kept under cover.
- v. Impact on decision making of investors** – Any information which is likely to influence investors' decision making with respect to the securities of the Company will be considered as a price sensitive information and if that information is not generally available to public, will be considered as UPSI. For instance, the Company is planning for exporting its product to other Regions and is coming out with Further Public Offering. This will give a positive idea about growth of the business and they may consider investing in securities of the Company.

The above are indicative and every individual dealing with price sensitive information is required to exercise his diligence and discretion in determination of an information as UPSI. Employees are instructed to, consult the Compliance Officer in case of any ambiguity.

Depending on the circumstances, UPSI for the Company will include:

1. Earnings, revenues, or any other financial information;
2. Divided rates;
3. Financial results (Audited and Unaudited);
4. Significant changes in accounting treatment, write-offs or effective tax rate;
5. Extraordinary borrowing or liquidity problems;
6. Change in capital structure
7. Changes in top management;
8. Mergers, de-mergers, acquisitions, delisting's, disposals and expansion of business and such other transactions;
9. Change in Statutory Auditors;
10. Change in Information about current, proposed or contemplated transactions, business plans, financial restructuring, acquisition targets or significant expansions or contradictions of operations;
11. Significant new product developments and innovation;
12. Change in the general character or nature of business;
13. Commencement of Commercial Production/Commercial Operation
14. Developments with respect to pricing/realisation arising out of change in the regulatory framework
15. Disruption of operations due to natural calamity;
16. Revision in Ratings
17. Interruption of production or other aspects of Company's business as a result of an accident, fire, natural disaster, breakdown of machines etc.;
18. Major Labour negotiation or strike, lock outs etc;
19. Proposed Special grants provided by the Government of India
20. Institution of, or development in, major litigation, investigations, or regulatory actions or proceedings

21. Changes in debt ratings or analyst upgrades or downgrades of the Company or one of its securities;
22. Business acquisition or dispositions;
23. Litigation/dispute with a material impact

The Compliance officer is responsible to identify an information/event as an UPSI. Any information/event should be communicated to the Compliance Officer so that adequate compliance is undertaken as per the Regulations.

D.2 Restriction on communicating and procuring UPSI

A person identified as an Insider, is restricted from communicating or allowing access to any UPSI relating to the Company or its securities to any other person including other Insiders except where such communication is for a legitimate purpose.

Any person who is not required to have UPSI relating to the Company or its securities, will not try to obtain any such UPSI.

A Designated Person should understand the fact that he is in possession of UPSI which if leaked may adversely affect the market price and reputation of the Company. Documents should be kept in secured custody under control of the Designated Persons.

D.3 CHINESE WALL

The Company has put in place a Chinese Wall process to ensure:

- (i) the integrity of various business areas, and
- (ii) that the potential conflict of interests are properly managed and preserved at all times.

It is essential that all employees are aware of the existence of information barriers and the requirement to maintain Chinese Walls.

As per the Chinese wall, it is assumed that all Designated employees who have access to UPSI are “Inside the Wall”. These employees may have access to files (either physical files or soft copy on system), attend meetings, or overhear conversations that include references to UPSI. As a result, all information relating to a specific transaction must remain confidential unless the UPSI relating to the transaction has been generally made available. UPSI should only be communicated on a strict ‘need to know’ basis, or as per the provisions of the Regulations. Sharing of UPSI with any unauthorized person will be considered as an ‘over the Wall’ case. “Over the Wall” consists of all those persons who are directly indirectly related to the Company but do not have access to UPSI. Chinese Wall is present even between departments existing in the Company. For example, an employee from Legal & Secretarial Department is “Inside Wall” for that department but is “Over the wall” for Marketing department. Therefore, the Chinese wall within the organisation should also be respected and followed.

A permanent and effective Chinese Wall will include the following practices:

- Physical files are kept secured at a specific location within the building;
- The designated employees should restrain from discussing UPSI related issues when surrounded by any unauthorized persons;

- Records of the Designated employees are maintained for the proper discharge of their function;
- UPSI held within Chinese Walls are monitored and all steps are taken to keep that safe and secure;
- Meetings with business associates should be held in meeting rooms and not open office spaces;
- Business associates needs to be escorted to and from meeting rooms to mitigate the risk of having an unauthorized access to UPSI;
- All Designated employees are adequately supervised, and suitably sensitized to understand and fulfil their obligations with regard to the Regulations;
- Where an Insider is to be included in a sensitive transaction or made part of an UPSI, proper sensitization session is provided to ensure that they are aware of their duties and responsibilities of being an Insider and holding statement of the Insider and that of their immediate relatives' is to be submitted to the Compliance officer;

The Board of Directors in consultation with the Compliance officer are authorised to put in place practices in the best interest of the Company and the same will be communicated to the employees so that they are aware of the Chinese Wall being in existence and adequate care is taken to maintain the wall.

Wall Crossing

Wall crossing is a situation where it may be necessary to involve a person from "Over the wall" to be brought inside the wall. The Wall Crossing process must not take place prior to obtaining approval of the HoDs. Where an HoD is required to take an approval for the wall crossing, the Managing Director or Chairman of the Audit Committee to be approached.

Considering the seniority and management function, certain employees are treated as 'Above the Wall'. These individuals are assumed to have access to inside information from all departments, separated by Chinese Walls. They are permitted to communicate above the Wall on a 'need to know' basis in order to adequately perform their duties. To avoid contamination, conversations between 'Above the wall" employees must be held away from other employees.

D4. Sharing of Unpublished Price Sensitive Information

Effective UPSI sharing fortifies integrated working and is a vital element both for the Company and the Insider (employees and/ or third party). It is important for an Insider to understand when, how and to what extent UPSI be shared.

When an UPSI has been identified and due to business need, such information needs to be shared. The following points needs to be followed:

- Any Insider sharing UPSI with other person should have the approval of his reporting manager to share such information. HoD is requested to identify the people in his organisation to whom the authorization to share UPSI can be provided;

- While sharing UPSI, Insider should know how, when and to what extent UPSI can be shared. The recipient should also be informed as to why is UPSI being shared with him and care should be taken to ensure to keep the information secure;
- Every situation or event requiring sharing of UPSI should be considered on a case to case basis and decision to share UPSI to be taken accordingly

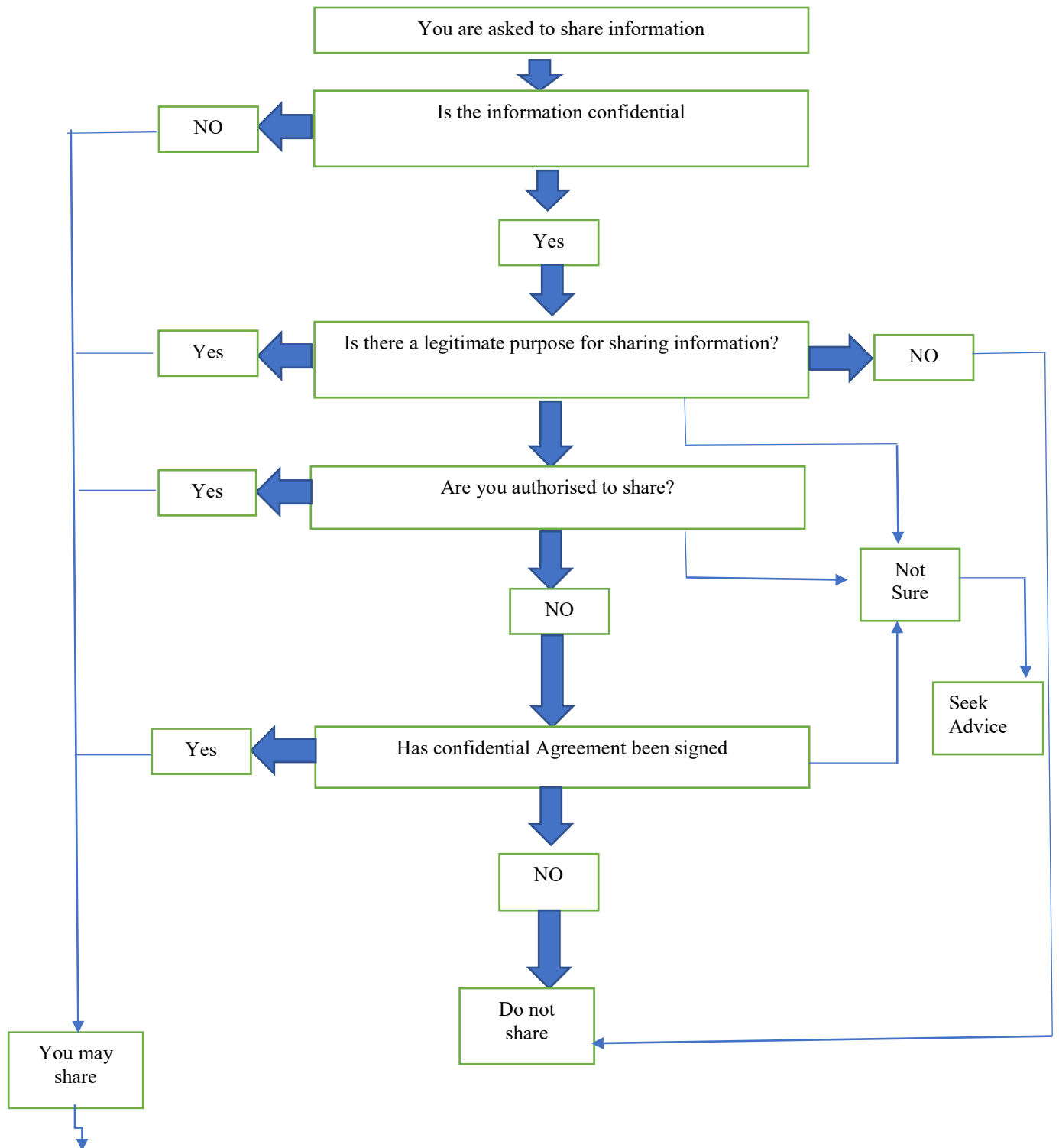
When and how to share information

When	
	<p>What is the objective of sharing the UPSI. Is there a legitimate purpose or duty or obligation to share UPSI?</p> <ul style="list-style-type: none"> • Yes – see next question; • No – Do not share
	<p>Can the person with whom UPSI is to be shared be identified?</p> <ul style="list-style-type: none"> • Yes – see next question; • No – you can share but should consider how
Who and Whom	
	<p>Do you have the authority to share UPSI?</p> <ul style="list-style-type: none"> • Yes – you can share but should consider how; • No – see next question
	<p>Is the recipient required to obtain the UPSI</p> <ul style="list-style-type: none"> • Yes – you can share but should consider how; • No – do not share
What	
	<p>Is the UPSI relevant for the concerned transaction/ event?</p> <ul style="list-style-type: none"> • Yes – you can share but should consider how; • No – do not share
How	
	Identify the extent to which UPSI can be shared?
	Distinguish between facts and opinion
	Ensure the credibility of the recipient to receive the UPSI
	Ensure that recipient is communicated the fact that the information shared is UPSI
	If physical documents have been shared, ensure whether the recipient needs to return such documents, on completion of the transaction/ or any other events due to which transaction is annulled

The Company has put in place a Digital Database to capture the details of UPSI being shared. While sharing UPSI, the person sharing should make a proper entry in the database. Where any instance of non-compliance comes to the notice of the Compliance officer, he may take any step against the person who was liable for recording the detail.

You may also follow the below flowchart to understand when UPSI may be shared and when to restrain from sharing the same.

Flowchart – When and How to Share Information



Share Information:

- Identify the extent of UPSI to share;
- Distinguish fact from opinion while sharing UPSI;
- Ensure that one receiving the UPSI needs that for a legitimate purpose;
- Ensure that UPSI being shared is the right information and to the right person;
- Ensure where possible, you are sharing the information securely;
- Inform the recipient that UPSI has been shared and the obligations attached to it

D5. Notice while sharing UPSI

A notice is to be sent by the Company informing an insider that the information shared with him is an UPSI for the Company and that the receipt makes him liable to keep the information secure and to use it only for the purpose for which the information has been shared with them.

The Notice forms part of the 'Policy for determination of legitimate purpose' of the Company, which is also published on the website of the Company under Investor Relations at <https://www.goodyear.co.in/investor-relations>

The Company has put in place a Digital Database to capture the details of the persons with whom information is shared. Whenever a person is shared with any UPSI, in addition to giving them with Notice, details of the persons, including their PAN or other government approved identifier will have to be captured in the Digital Database. The Audit Committee and the Board will be placed with a report on the data maintained in the Database on an annual basis. All the persons who share UPSI will have to take due care that proper notice is given and data is maintained of the person with whom UPSI of the Company is being shared.

Where Compliance Officer becomes aware any non-compliance w.r.t giving notice or non-maintaining proper data in the Digital database, he can take any reasonable action against such person, provided an opportunity of being heard is provided to him.

E. Role of the Board of Directors

As per the requirements of the Regulations and as a good corporate governance practice, the Board of Directors of the Company will be responsible to:

- i. Revise/Amend the Codes of the Company;
- ii. Revise/Amend the Policies and Procedures formulated as per the requirement of the Regulations;
- iii. Maintain a Digital Database of the persons with whom the UPSI of the Company is shared with. A yearly report on the data maintained in the Digital Database will be placed before the Board for their consideration;
- iv. Specify Designated Persons as and when need arises and to identify people who should be brought under a sensitive transaction, in consultation with the Compliance officer;
- v. Ensure that the internal control system put in place to prevent, monitor and regulate Insider Trading in the Company is adequate and effective. A certificate by the Managing Director of the Company to the effect that an adequate internal control system is in place in the Company to prevent, monitor and regulate Insider Trading be placed before the Board for their consideration;
- vi. Review the yearly report on the internal control system along with recommendations for improvement/ enhancements, if any placed before the Board for their consideration or noting or approval as the case may be;

- vii. Take note of the training sessions conducted for the employees. The Board of Directors will also take note of any observation/recommendations of the Audit Committee on the training structure and approve of the recommendations where deemed fit and appropriate;
- viii. Review the complaint status of any leakage or suspected leakage of UPSI in the Company;
- ix. Review the Annual report on Insider Trading which will contain (a) details of all the trading done by the Designated Persons (including their immediate relatives) in the securities of the Company; (b) initial disclosure received by the Company; (c) continual disclosures received by the Company; (d) Intimation made to Stock Exchange(s) on the continual disclosures received by the Company; (e) Pre-clearance request received and approved; and (f) Trade intimation received by the Company;
- x. Undertake such other function as may be advised by the Compliance officer as per the requirement of the Regulations, as amended from time to time

F. Role of the Audit Committee

As per the requirement of the Regulations, the Audit Committee of the Company will be required to:

- i. Recommend to the Board of Directors, revision/amendment to the Code of the Company, as and when it deems it necessary;
- ii. Ensure that the internal control system put in place to monitor and regulate Insider Trading in the Company is adequate and effective and to review compliances with the provisions of the Regulations;
- iii. Review and approve the Pre-clearance request of the Compliance officer and take note of the trading basis the requests pre-cleared;
- iv. Review the yearly report on the internal control system and make recommendations for improvement/ enhancements, to Board for its consideration and approval
- v. Take note of the training sessions conducted for the employees, provide with observation on the training structure and recommend the same to the Board for its approval;
- vi. Review the Annual report on Insider Trading which will contain (a) details of all the trading done by the Designated Persons (including their immediate relatives) in the securities of the Company; (b) initial disclosure received by the Company; (c) continual disclosures received by the Company; (d) Intimation made to Stock Exchange(s) on the continual disclosures received by the Company; (e) Pre-clearance request received and approved; and (v) Trade intimation received by the Company;
- vii. Review the complaint status of any leakage or suspected leakage of UPSI in the Company;
- viii. Provide directions on any penal action to be initiated in case of any violation of the Regulations and the Code of the Company, by any person;

- ix. Undertake such other function as may be advised by the Compliance officer as per the requirement of the Regulations, as amended from time to time

G. Role of the Compliance Officer

The roles and responsibilities of the Compliance officer will include:

- i. To be responsible for setting forth Codes and internal control mechanism and make amendments as and when need arises;
- ii. To identify and maintain a record of Designated Persons and any changes made to the record;
- iii. To specify the Trading Window period from time to time and immediately make an announcement thereof to all concerned persons by way of notice, email or any other mean as deem feasible;
- iv. Periodical updation and information to Insiders on the provisions of the Regulations and their roles and responsibilities;
- v. To disseminate information to all invites of internal knowledge sharing sessions such as SAMPARK or Company Townhall, that information shared during the sessions are UPSI and should not be communicated to other persons;
- vi. To place before the Board of Directors and the Audit Committee a report on the Insider Trading and internal control in place in the Company, as per the requirements of the Regulations;
- vii. To monitoring adherence to the Codes and the internal control mechanism;
- viii. To take all steps possible for the preservation of Unpublished Price Sensitive Information;
- ix. To review and approve/reject, as the case may be, the Trading Plan requests received from Insider;
- x. To inform the Stock Exchange of the approved Trading Plan and monitor that the trading is undertaken as per the approved plan;
- xi. To pre- clear the trading requests of the Designated Persons, including their immediate relatives and take note of their trading in securities of the Company;
- xii. To maintain records of all the declarations submitted in the appropriate form given by the Designated Persons for a minimum period of five years;
- xiii. To promptly inform the Stock Exchanges of any Price Sensitive Information;
- xiv. To inform SEBI of any violation of the Regulations or the Code by any Insider and the actions taken against such Insider;
- xv. To address to the queries and clarifications of the Insiders, if any;

- xvi. Undertake such other function as per the requirement of the Regulations, as amended from time to time and may deemed necessary in the best interest of the Company.

H. Meetings for approval on a transaction

In an effort to minimize the chances of leakage of UPSI and put in place a robust internal control Mechanism, the Company to follow the practice of having the minimum time gap between two interrelated meetings.

Where an agenda item needs recommendation of any Committee of the Board and approval of the Board of Directors thereafter, such meetings will be held with the minimum time gap between these meetings. It is preferable that the both the meetings be held on the same day.

Where convening of the meeting of the Committees and Board on the same day is not feasible, care should be taken that the gap between the two meetings in no ways exceed one day from the convening of the meeting of various the Committees of the Board.

Further, all documents pertaining to the approval, should be kept secure and care should be taken to maintain confidentiality of the information.

The Compliance Officer to take all necessary steps to make prompt disclosure of UPSI as soon as the meeting is concluded. The Compliance Officer and the Company Secretary to comply with all necessary provisions of Regulation 8 of the Regulations and applicable provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

I. Training and Orientation

To ensure that the employees of the Company understand the provisions of the Regulations, the Codes and Internal Control Mechanism of the Company, frequent trainings and orientation sessions will be conducted by the Company.

The training and orientation sessions will include:

- a. Disseminating information about the Regulations, the Codes and the Internal Control mechanism in detail to the employees;
- b. Communicating to the Designated Persons their roles and responsibilities with regard to the Regulations;
- c. Explaining to the Designated Persons the compliance requirements as per the Regulations and the Codes;
- d. Communicating the consequences of not complying with the provisions of the Regulations and the Code;
- e. Responding to the queries and doubts of the employees.

The Compliance Officer may at his discretion fix the frequency of conducting such sessions for the employees.

The structure of the training/ orientation session will be shared with the identified employees prior to the session so as to enable the employees understand the training structure and prepare themselves for it.

A proper minute of the training sessions will have to be maintained by the Secretarial department and an update on the same will be provided to the Audit Committee and the Board of Directors in the meeting to be held after any such training sessions.

Disclaimer:

Compliance with the Internal Control mechanism and the Code of the Company, is not an assurance that an insider trading violation will not be found to have occurred. This Internal Control mechanism has been designed to reduce the risk that such violation may be found to have occurred. Insiders should remember that the ultimate responsibility for adhering to this Internal Control mechanism and avoiding improper trading rests exclusively with each Insider and that pre-clearance of trades, does not reduce the obligations imposed on Insiders by the Regulations. If an Insider violates this Internal Control mechanism, the Compliance Officer may take legal and/or disciplinary action, including salary freeze, suspension, recovery of the gains made, or any other legitimate action. Insiders must notify the Compliance Officer or a senior personnel in the Secretarial department of the Company, if they become aware of a breach of this Internal Control mechanism or the Code of the Company.

POLICY AND PROCEDURES FOR INQUIRY IN CASE OF LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION OR SUSPECTED LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION

[Regulation 9A of the SEBI (Prohibition of Insider Trading) Regulations, 2015 (Regulations)]

Rationale

The Regulations mandate every listed companies to frame a written policy and procedure, duly approved by the Board of Directors of the Company, for inquiry into leakage or suspected leakage of Unpublished Price Sensitive Information (UPSI). The company is required to initiate appropriate inquiries on becoming aware of leak or suspected leak of Unpublished Price Sensitive Information and inform the Securities and Exchange Board of India (SEBI) promptly of the leaks, inquiries and results of such inquiries.

In this regard, the Board of Directors of Goodyear India Limited ("Company") has framed this 'Policy and Procedure for Inquiry in case of leak of Unpublished Price Sensitive Information (Policy).

Objective

The Policy has been framed with an objective to:

- a) Strengthen the internal control system to prevent leak of UPSI;
- b) Monitor sharing of UPSI within and outside the Company, by an Insider;
- c) Initiate inquiry in case of leak or suspected leak of UPSI and inform SEBI promptly;
- d) Take necessary disciplinary action against the person found non-compliant to the Regulations or the Policy

INQUIRY IN CASE OF LEAK OF UPSI OR SUSPECTED LEAK OF UPSI

1. Any person who becomes aware of any incident of leakage or suspected leakage of UPSI will make a written complaint notice to the Compliance Officer;
2. The complaint notice will *inter alia* include the name of the suspect/ accused and the detail of the complaint. Any documentary evidence if available with the complainant will also be required to be annexed with the compliant notice;
3. Within 5 working days of receipt of such complaint notice, the Compliance Officer will intimate the complainant for a physical representation. The representation will be made before the Compliance Officer and Chief Financial Officer.
4. The representation letter will mention the date of representation, which will not be later than 7 working days of the date of the representation letter. The Compliance Officer will simultaneously intimate the Chief Financial Officer of the Complaint and the date of representation;
5. Where the date of representation is not suitable for the Complainant due to any personal or administrative reason, he should inform atleast 2 working days prior to the date of the representation, to the Compliance Officer of his inability to attend the representation on the specified date;

6. On the specified date, the Complainant has to appear before the Compliance Officer and Chief Financial Officer and place before them the details of the matter. The Compliance Officer and Chief Financial Officer will have the right to ask any question that may be relevant to the matter to understand whether the complaint is genuine or has been made with a malicious intent;
7. Where the Complainant does not appear for the representation on the specified date, without any prior intimation, a show cause notice will be issued to the Complainant as to why disciplinary action should not be taken against him
8. The Compliance Officer and the Chief Financial Officer will unanimously take a decision on the complaint;
9. Where the Chief Financial Officer and the Compliance Officer is of the opinion that the complaint does not hold good and has been made to defame a person or the Company, the complaint will be discarded, and their unanimous decision will be recorded in form of Status Report;
10. Unanimous decision of the Chief Financial Officer and the Compliance Officer of discarding any complaint will be intimated to the Complainant with reasons for the decision and initiating disciplinary actions against the Complainant;
11. Where the Chief Financial Officer and the Compliance Officer is satisfied with the representation and the evidences made by the Complainant, it will initiate investigation in the matter and for the purpose will question such persons as may be required, including the suspect/ accused to obtain information in the matter, to the extent deemed necessary;
12. During the course of investigation, the Chief Financial Officer and the Compliance Officer may call for any additional documents, representations, information etc. as required both from the Complainant and the Suspect/ accused;
13. The meeting of the Chief Financial Officer and the Compliance Officer will not be attended by any other person, than those invited for the specific purpose;
14. On completion of the investigation, the Chief Financial Officer and the Compliance Officer will prepare a report along with their observation and recommendatory actions. The report along with observations and recommendatory actions will be submitted to the Audit Committee and a meeting of the Audit Committee will be called for, at the earliest possible. The decision of the Chief Financial Officer and the Compliance Officer will be kept secured in all possible ways to prevent leakage of such decision.
15. The Audit Committee will consider the matter and the report of the Chief Financial Officer and the Compliance Officer. All the documentary evidence and information will be placed before the Audit Committee and not annexed with the Report or notice of the meeting; The Complainant, Suspect/ accused or any other person will not be shared with any information on the decision until made available pursuant to the Audit Committee meeting;

16. On discussion and deliberation, the Audit Committee may order for necessary disciplinary actions by the Company against the guilty, as may deem necessary, within the ambit of the Regulations and SEBI Act, 1992;
17. The Company reserves the right of initiating an inquiry under this Policy against any person if it has reasons to believe that such person has leaked UPSI or suspected to leak UPSI;
18. The inquiry stated in the Policy will not in any way override, complaints, measures, actions etc. which can be instituted, or which are available under the existing Vigil Mechanism Policy of the Company.

Disclosure to Stock Exchange and SEBI

As per the requirement of the Regulations, the Company, on becoming aware of any leakage or suspected leakage of UPSI, will promptly inform the Stock Exchanges (where the securities of the Company is listed) and SEBI, the report on such leakage or suspected leakage, inquiry undertaken by the Company and the result of such inquiry/ investigation.

The intimation to the Stock Exchanges and SEBI will be in the format as specified in **Annexure A**, which forms part of this Policy.

The Compliance Officer and Chief Financial Officer will be responsible for the provisions and policy of the Company

Duties of the Compliance Officer and Chief Financial Officer

They will be responsible for:

- a. Complying with the provisions of the Regulations and the Policy of the Company;
- b. Keeping the investigation under cover and not to share the details with anyone, who is not required to receive such information;
- c. Authorizing person to collect information, as may be required to carry on with the inquiry. The person so authorised is not required to be shared will all the information and can be limited to the extent required for the authorised task;
- d. Deciding on the disciplinary and penal action against the guilty;
- e. Be unbiased towards the parties involved in the inquiry/ investigation and to carry out the investigation without forming any opinion of the parties;
- f. Understanding their duties and responsibilities attached to the inquiry into the leakage or suspected leakage of UPSI and fulfill the obligations in the best interest of the Company.

FORMAT FOR INTIMATION OF LEAKAGE OR SUSUPECTED LEAK OF UPSI

The Secretary, BSE Limited 25th Floor, Phiroze Jeejeebhoy Towers Dalal Street, MUMBAI - 400 001
STOCK CODE: 500168

Dear Sirs

Sub.: Intimation of actual/ suspected leakage of Unpublished Price Sensitive Information pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015

Pursuant to regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company hereby reports of actual/ suspected leakage of Unpublished Price Sensitive Information. The details of the same is outlined herein below:

Name of the offender	
Name of the Organisation	
Designation (Employee, Insider, Designated Person or any other person)	
Information leaked (brief description)	
Action initiated by the Company	<input type="checkbox"/> Yes <input type="checkbox"/> No
Detail of the action taken	

Request you to take the above-mentioned information, on record.

**Thanking You
For Goodyear India Limited**

(Compliance Officer)

FORMAT FOR INTIMATION OF LEAKAGE OR SUSUPECTED LEAK OF UPSI

To,
Securities and Exchange Board of India
Plot No. C-4-A, G Block,
Bandra-Kurla Complex,
Bandra East,
MUMBAI-400 051.

Dear Sirs

Sub.: Intimation of actual/ suspected leakage of Unpublished Price Sensitive Information pursuant to Regulation 9A of the SEBI (Prohibition of Insider Trading) Regulations 2015

Pursuant to regulation 9A of the SEBI (Prohibition of Insider Trading) Regulations 2015, the Company hereby reports of actual/ suspected leakage of Unpublished Price Sensitive Information.

The details of the same is outlined herein below:

Name of the offender	
Name of the Organisation	
Designation (Employee, Insider, Designated Person or any other person)	
Information leaked (brief description)	
Action initiated by the Company	<input type="checkbox"/> Yes <input type="checkbox"/> No
Result of the investigation/inquiries	
Result of the investigation/inquiries	
Disciplinary action taken	

Request you to take the above-mentioned information, on record.

Thanking You
For Goodyear India Limited

(Compliance Officer)



Equal Opportunity Policy for: Persons with Disabilities (PwD), Goodyear India Limited

Policy Number	HRPOL/ 2020/
Policy Sponsor	Human Resources

Equal Opportunity Policy for: Persons with Disabilities (PwD)	Revision – N/A	Issue Date: 1 April 2020	Approved by:	
	Prepared By: Swapnali Sonkar Manager HR – SAG, India	Reviewed By: Sonali Khanna Head Legal, Compliance and Company Secretary, India	Sonali Khanna Head Legal, Compliance and Company Secretary	
			Mitesh Mittal Finance Director	
			Rajeev Anand Chairman & Managing Director	



1. Policy/ Objective

Goodyear is an equal opportunity employer and provides equal employment opportunities to qualified associates and applicants for employment without regard to race, color, ethnicity, religion, sex, age, disability, or other characteristics protected by applicable law. Goodyear strives to maintain a work environment that is free from any harassment.

This Policy is subject to applicable regulations, qualifications and merit of the individual and shall be in supersession of previous policy/ practice in this regard.

2. Applicability

This Policy applies primarily to all Goodyear India Limited (“Goodyear”) associates based out of India, i.e. all salaried or hourly associates and where appropriate, non-associates such as applicants, temporary or casual workers and trainees who fall under the “The Right of Persons with Disabilities Act, 2016” (‘Act’).

This Policy should be read in conjunction with Goodyear’s Business Conduct Manual and Goodyear’s Global Human Rights Policy.

3. Policy Guidelines

Facilities, Amenities and Accessibility

Goodyear aims to ensure that our physical infrastructure (buildings, furniture, facilities and services in the building/campus) adheres to the accessibility standards prescribed by the Government of India to enable person(s) with disability to effectively discharge their duties in the establishment and to provide assistive devices as required, subject to practical feasibility, to enable person(s) with disability to have access to common facilities including physical environment, transportation, information and communications including technologies and systems without any inconvenience.

Goodyear will make reasonable accommodations, whenever necessary or appropriate for qualified employees or job applicants who have disabilities to ensure their enjoyment or exercise of rights equally with others, unless such accommodation would create an undue hardship or create a direct threat to health and safety.

If a Goodyear associate or candidate, with disability, requires an accommodation in order to perform the essential functions of their job (or job they are applying for) they may immediately notify their manager or Human Resources Representative of this need and describe the requested accommodation. Goodyear will engage in an interactive dialogue to identify the possible reasonable accommodations that may allow you to perform the essential functions of the job (or the job they are applying for).

Identification of Positions and Manner of Selection

The jobs for which differently abled person could be considered would be identified by the Company at its discretion. The positions that may be identified would be notified internally and externally.

Goodyear is an equal opportunity employer and candidates with necessary disability certificate issued by the competent authority in accordance with the Act shall be considered for the identified positions.



Post Recruitment:

The Company will provide necessary training and the person(s) with disability are encouraged to attend training programs as and when required to enhance their capabilities to enable them to effectively discharge their duties in the Company.

The request of person(s) with disability for intra-transfer/posting are supportively considered to the extent possible, for optimally utilizing their services.

Leaves:

The person(s) with disability will be governed by rules of leave as per the Leave Policy of the Company.

4. Liaison Officer

The HR Head of Goodyear will be the Liaison Officer in respect of person(s) with disability in the sites/regions including Corporate Office. The Liaison Officer shall be responsible for:

- a) Ensuring that the workplace is a differently abled associates' friendly workplace.
- b) Ensuring that all employees are aware of this policy and know their duties and rights in relation to the policy; and
- c) Developing proactive strategies to prevent discrimination and harassment.

Any associate having any grievance regarding this Policy may approach the Liaison Officer. Goodyear will ensure that any grievance concerning selection of person(s) with disability, training, promotion, transfer posting, leave etc. is dealt with in a fair and equitable manner free from any discrimination.

The Liaison Officer shall maintain a register of grievance of persons with disabilities with the particulars like date of grievance, name of complainant, Place of incident, gist of the grievance etc.

5. Confidentiality

Information provided under this Policy shall be kept confidential, except from the personnel who need to be informed in order to assess requests, monitor or implement accommodations or resolve a grievance and subject to the disclosures under applicable laws.

6. Maintenance of Records

Goodyear shall maintain records of persons with disability in the form and manner as prescribed.

7. Review and Revision:

Subject to applicable laws, the Company reserves the right to review and/or amend this policy at any time.



HIV/AIDS Workplace Policy, Goodyear India Limited

Policy Number	HRPOL/ 2020/
Policy Sponsor	Human Resources

HIV/AIDS Workplace Policy	Revision – N/A	Issue Date: 1 April 2020	Approved by:	
	Prepared By: Swapnali Sonkar Manager HR – SAG, India	Reviewed By: Sonali Khanna Head Legal, Compliance and Company Secretary, India	Sonali Khanna Head Legal, Compliance and Company Secretary	
			Mitesh Mittal Finance Director	
			Rajeev Anand Chairman & Managing Director	



A. OBJECTIVE

As part of its commitment to maintain an inclusive workplace Goodyear is committed to development of policies and implementation of programs on HIV/ AIDS non-discrimination, awareness, prevention and health support. This Policy provides a code of practice to guarantee and safeguard the rights of associates affected by HIV/AIDS and shall be in supersession of previous policy/ practice in this regard.

B. PRINCIPLES

Goodyear is an equal employment opportunity employer. Goodyear makes all employment decisions without regard to an individual's race, color, ethnicity, religion, national origin, sex (including pregnancy, childbirth and related medical conditions), age, disability or other characteristics protected by applicable law.

Goodyear is committed to maintaining an inclusive workplace and to providing reasonable accommodations to qualified individuals and through this Policy aims to provide an environment free of harassment and discrimination.

C. SCOPE:

This Policy applies primarily to all Goodyear India Limited ("Goodyear") associates based out of India, i.e. all salaried or hourly associates and where appropriate, non-associates such as applicants, temporary or casual workers and trainees.

This Policy should be read in conjunction with Goodyear's Business Conduct Manual and Goodyear's Global Human Rights Policy.

D. GENERAL GUIDELINES:

1. Promoting Safe work Environment

Consistent with Goodyear's pre-existing Global Human Rights Policy, Goodyear will provide a safe and healthy work workplace for associates free from unlawful harassment and discrimination. All associates (including associates in supervisory and management positions) are encouraged to promptly report a concern or incident to which he or she is subjected, that he or she witnesses, or of which he or she becomes aware.

While the company may ask a person, who is being offered a job to undergo general medical tests before the issue of the appointment letter, the test will not cover HIV/AIDS, without an informed consent.

2. Education and Awareness

Goodyear shall periodically organize workshops and awareness programmes for sensitizing associates with the provisions of applicable law and Goodyear's policies. As part of these workshops and awareness programs, the company will educate its associates on:

- a. Prevention and treatment, care and counseling of HIV/AIDS;
- b. safe blood donation and transfusion;



3. Discrimination

Goodyear will recruit, hire, train, compensate, promote, and provide other terms and conditions of employment without regard to the protected characteristics listed above. Goodyear will use merit, qualifications (e.g., education, experience, competencies), and other job-related criteria as the basis for all employment-related decisions affecting associates and applicants.

HIV positive associate(s) will be allowed to continue to work in his or her job unless medical conditions interfere with the specific job he or she is doing. On account of health conditions and after consultation, the associate(s) may be shifted and reasonably accommodated.

E. CONFIDENTIALITY

Information provided under this Policy shall be kept confidential, except from the personnel who (i) need to be informed in order to assess requests, monitor or implement accommodations; (ii) are required to resolve a grievance; or (iii) HIV positive associate's immediate superior to prevent any medical eventuality.

F. COMPLAINTS OFFICER

Any complaint / violation of the provisions of the Act and/ or this Policy shall be disposed by the Complaints Officer. Every complaint shall be made to the Complaints Officer in writing as the prescribed Form.

G. COMPLAINT REDRESSAL

1. PROCEDURE FOR COMPLAINT REDRESSAL

The Complaints Officer, Country HR Head, shall attempt to resolve the complaint in the following manner:

- a. Any associate may make, in writing, a complaint giving details of the grievance within a period of 3 months from the date of the incident, which may be extended for a further period of 3 months, if circumstances warrant such extension in the opinion of the Complaints Officer.
- b. The Complaints Officer shall render all reasonable assistance to the complainant for making the complaint in writing, in case they are unable to do so on their own.
- c. The Complaints Officer, on receipt of a complaint, shall provide an acknowledgement to the complainant and record the complaint in a register maintained solely for this purpose. Every complaint shall be numbered sequentially in the register.
- d. If requested by a protected person who is part of any complaint, the Complaints Officer will ensure protection of the identity of the protected person with the Complaints Officer providing pseudonyms in all records and documentation generated in relation to the complaint.
- e. The time of the complaint and the action taken on the complaint shall be entered into the register.



- f. The Complaints Officer shall decide a complaint promptly and in any case within seven working days provided that in case of an emergency, the Complaints Officer shall decide the complaint on the same day on which he receives the complaint.
- 2. **FOLLOW-UP ACTION**
 - a. The Complaints Officer, if satisfied that a violation has taken place, as alleged in the complaint, shall:
 - (i) Firstly, direct Goodyear to take measures to rectify the violation; and
 - (ii) Secondly, counsel the individual(s) who have committed the violation and require such person to undergo training as prescribed under law and may also require the individual(s) supervisor(s) to undergo such training.
 - b. The Complaints Officer shall inform the complainant of the action taken in respect of the complaint and of the complainant's right to approach the Ombudsman appointed by the relevant State Government or to any other appropriate legal resource in case the complainant is dissatisfied with the action taken.
 - c. The Complaints Officer shall, on deciding a complaint, provide brief reasons in writing for the decision to Goodyear and the concerned parties to the complaint within a period of ten days from the date of the decision.
 - d. The Complaints Officer upon subsequent violation of the Act and/ or this Policy by the same individual(s) recommend disciplinary action be taken against the individual(s).

H. REVIEW AND REVISION:

The Company reserves the right to review and/or amend this policy at any time.



Goodyear India Anti Sexual Harassment Policy
Relating to Sexual Harassment of Women at Workplace
(Prevention, Prohibition & Redressal)

Applies to:	All salaried, hourly & temporary employees / associates of GIL		
Policy Number:	HRPOL\2014\01	Effective Date of this Version:	June 12, 2014
Policy Sponsor	Human Resources	Supersedes the Version Dated:	NA

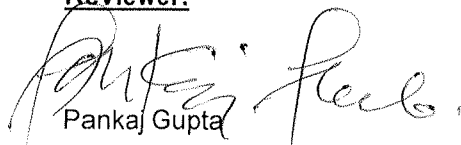
Initiator:



Prakash Awasthi

Manager – HR & OD

Reviewer:


Pankaj Gupta

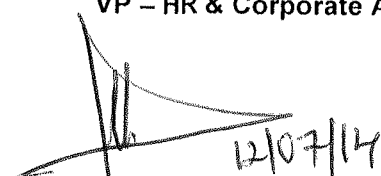
Head – Legal & CS

Approver(s)



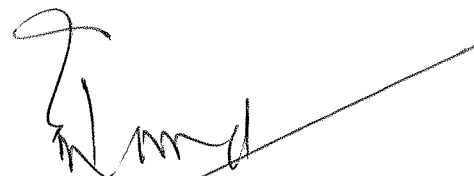
Yash Yadav

VP – HR & Corporate Affairs


12/07/14

Mark Ravunni

Finance Director



Rajeev Anand

Vice Chairman & Managing Director

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I. FOREWORD

Sexual Harassment at work place is an extension of violence in everyday life and is discriminatory, exploitative, thriving in atmosphere of threat, terror and reprisal.

Goodyear India Limited ("Goodyear India/ Company") is committed to provide a safe and conducive work environment to its employees / associates and expects them to combine "Expertise with responsibility". In order to meet this it is therefore essential that each employee / associate deals with their colleagues and clients with full fairness, integrity and respect and realizes that his/her own behaviour will be attributed to the Company's perception and reputation that can affect both inward and outward reputation of Goodyear India.

Our quest for competitive excellence consists of our commitment to ethical conduct and adhering to our values. Integrity, honesty and respect for people remain our core values since our inception.

In our organization, harassment of any kind particularly sexual harassment is prohibited. Every employee / associate has the right to be protected against harassment, regardless of whether the accused considers his or her own behaviour to be normal or acceptable and of whether the harassed person has the opportunity to avoid the harassment.

The Company is committed to providing a work environment free of sexual harassment. Sexual harassment is a form of workplace harassment of a sexual nature that affects the morale and dignity of women at work.

The Sexual Harassment Policy has been framed to prohibit, prevent and deter the commission of acts of sexual harassment at workplace and to provide the procedure for the redressal of complaints, if any, pertaining to sexual harassment.

This Policy applies to all the employees / associates. The Company will take all necessary and reasonable steps to assist the affected person in terms of support and preventive measures and redressal action where required.

Vice Chairman & Managing Director

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II. INTRODUCTION

Sexual Harassment affects all women in some form or the other. Examples of this can be seen in lewd or double meaning remarks, touching, wolf-whistles, staring without any reason etc. are part of any woman's life, so much so that it is dismissed as normal hazards of being a woman. Working women are no exception. In fact, working women most commonly face the backlash to women taking new roles, which belong to male domains within traditional patriarchal society. Sexual Harassment is a form of violence in everyday life and is discriminatory and exploitative creating an atmosphere of threat and terror in a woman's life.

Sexual harassment is the expression of male hegemony over women that sustain patriarchal relations in our male dominant society. It is practiced to remind women of their vulnerability and subjugation by men. These patriarchal values and attitudes of men pose the greatest challenge in resolution and prevention of sexual harassment.

Sexual harassment is also a form of human rights violation, and is an infringement on their life and liberty as defined under the Constitution of India. Such behavior is seen to transgress common dignity, equality, and fundamental rights of women. Sexual harassment is also contrary to anti discrimination laws of the land. *Article 15: "Prohibition of discrimination on grounds of religion, race, caste, sex or place of birth". *Article 19(1) (g): Right to Freedom which upholds a woman's right "to practice any profession or to carry on any occupation, trade or business" and *Article 21 which guarantees "Right to Life and Personal Liberty".

Studies have found that sexual harassment was and is still endemic, often hidden, and present in all kinds of institutions, organizations, government departments, public sector undertakings as well as private corporate sector. Even domestic help falls in its purview. Yet it is still not viewed as a problem that has to be systematically tackled. The issue is of concern for both women and their employers as studies show that sexual harassment touches lives of nearly 40-60% of working women, which in our opinion is grossly understated.

Thus, combating sexual harassment involves developing understanding of what is sexual harassment and requires ideological change in the attitudes of all employees / employee / associates, their colleagues, friends, administrators, employers and the legislators.

WHAT IS SEXUAL HARASSMENT

Sexual Harassment includes such unwelcome sexually determined behaviour, as physical contacts and advances, sexually colored remarks, showing pornography and sexual demands whether by words, gestures or actions. Such conduct can be humiliating and may constitute a health and safety problem which includes mental health and physical safety. It is discriminatory when the complainant has reasonable grounds to believe that her objection would disadvantage her in connection with employment and may be a barrier in promotions, career growth, or when it creates a hostile working environment in which she has to survive on a daily basis.

Sexual harassment is emotionally abusive and creates an unhealthy, unproductive atmosphere at the workplace. Sexual harassment cases can be classified into two categories - quid pro quo and creation of a hostile working environment:

- a) Under the quid pro quo (meaning this for that) form of harassment, a person or authority, usually the superior of the victim, demands sexual favours for getting or keeping a job benefit and threatens to fire the employee / associate if the conditions are not met.
- b) A hostile work environment arises when a co-worker or supervisor creates a work environment through verbal or physical conduct that interferes with another co-worker's job performance or creates the workplace atmosphere which is intimidating, hostile, offensive or humiliating and experienced as an attack on personal dignity. For example an employee / associate tells offensive or double meaning jokes.

SEXUAL HARASSMENT: WHAT DOES THE LAW SAY

Sexual harassment has been recognized globally as most intimidating, most violating form of violence since long. Developed countries like UK, USA and many others have not only taken note of how degrading experiences of sexual harassment can be for women as well as employers but have adapted legislative measures to combat sexual harassment.

In India, it has been only more than fifteen years since sexual harassment was for the first time recognized by none other than the Hon'ble Supreme Court of India as human rights violation and gender based systemic discrimination that affects women's Right to Life and Livelihood. The Court defined sexual harassment very clearly as well as provided guidelines for employers to redress and prevent sexual harassment at workplace.

While the Apex Court had given mandatory guidelines, known as Vishaka Guidelines, for resolution and prevention of sexual harassment enjoining employers by holding them responsible for providing safe work environment for women, the issue still remained under carpets for most women and employers.

Vishaka guidelines apply to all women whether working full time or part time, on contract or in voluntary/honorary capacity. The guidelines are a broad framework which put a lot of emphasis on prevention of sexual harassment and within which all appropriate preventive measures can be adapted.

After over a decade of the Apex Court's order an enactment called The Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act 2013 (the "**Act**") was legislated, which is to replace the Vishaka Guidelines. It has been enacted to address complaints of sexual harassment in a time bound manner, accessible, accountable, transparent and fair to all.

The Act mandates the formation of a complaint committee and adopting a sexual harassment policy by the employers, which expressly prohibits sexual harassment at work place and provides effective grievance procedure, which has provisions clearly laid down for prevention, sensitizing employees / employee / associates and also for training the personnel at all levels of employment.

Hence keeping pace with the Act, the Company has framed its own Anti Sexual Harassment Policy in this regard. This Policy will be applicable to all those working in the Company, irrespective of their designation or status of employment.

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III. POLICY FRAMEWORK UNDER THE SEXUAL HARASSMENT OF WOMEN AT WORK PLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 (POLICY)

A. OBJECTIVE:

Goodyear India Limited ("**Goodyear**" or "**Company**") is committed to creating and maintaining a secure work environment where its Employees / employee / associates as defined under this Policy can work and pursue business together in an atmosphere free of harassment, exploitation and intimidation caused by acts of Sexual Harassment within but not limited to the office premises and other locations directly related to the Company's business.

The objective of this Policy is to provide protection against Sexual Harassment of women at workplace and prevention and redressal of complaints of Sexual Harassment including matters connected therewith.

All concerned should take cognizance of the fact that Goodyear India strongly prohibits Sexual Harassment, and that such behavior against women is also prohibited by the law as set down in The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Rules framed thereunder (hereinafter conjointly referred to as "**SHWW Act/Act**") as well as the terms of employment. Commission of any act of sexual harassment as defined in the Act and also in this Policy shall result in strict disciplinary action.

At Goodyear India, we have zero-tolerance for sexual harassment. We value each and every employee / associate working with us and shall put all our endeavors to protect their dignity and self respect. In doing so, we are determined to promote a working environment in which persons of both the genders complement each other as equals in an environment that encourages maximum productivity and to keep their personal dignity.

We at Goodyear India are committed towards giving every employee / associate a just and fair hearing on issues encountered by them at the workplace with special attention to Sexual Harassment against women. Goodyear India will take very serious disciplinary action against any victimization of the woman employee / associate at the workplace.

B. SCOPE

Goodyear India's Policy with regard to **Prevention, Prohibition and Redressal** of Sexual Harassment covers every "women employee / associate" or "aggrieved woman" (as defined under this Policy) across the Company. Goodyear India encourages every woman, who believes they are sexually harassed, to use the redressal mechanism as provided in this Policy.

The Policy is with respect to Prevention, Prohibition & Redressal of Sexual Harassment against women which may arise in places not limited to geographical location viz. Company's offices but includes all such places or locations where acts are conducted in context of working relationships or whilst fulfilling professional duties or which may be visited by an employee / associate during the course of employment including transportation provided by the Company for undertaking such visit. Goodyear India's Policy against Sexual Harassment includes any act of Sexual Harassment (as defined under this Policy) against any women working or visiting the workplace, by any employee / associate including outsource employees / employee / associates working in the workplace. The Policy is applicable to all the employee / associates (including contractual and support staff and temporary/part time personnel).

Wherever Sexual Harassment occurs between third parties on the premises of Goodyear India (for example between members of the third party audit team), Goodyear India will take all steps necessary and reasonable to assist the third parties to sort out their grievances through its mechanism that is put in place for this purpose.

C. REFERENCES AND EFFECTIVENESS:

Guidelines issued by the Hon'ble Supreme Court of India in Vishaka & Others Vs. State of Rajasthan & Others, W.P. (Crl.) Nos. 666-70 of 1992, decided on 13.08.1997 and reported in (1997) 6 SCC 241 (hereinafter referred to as "Vishaka Guidelines").

The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (hereinafter referred to as "the Act").

This Policy is to facilitate the implementation of the Act and shall come into force with immediate effect.

D. DEFINITIONS:

- a. **"Aggrieved Woman/victim"** means any woman in relation to workplace whether employed or not, who alleges to have been subject to any act of sexual harassment by the Respondent.
- b. **"Appropriate Government/Government"** means -
 - (i) in relation to a workplace which is established, owned, controlled or wholly or substantially financed by funds provided directly or indirectly—
 - (A) by the Central Government or the Union territory administration, the Central Government;
 - (B) by the State Government, the State Government;
 - (ii) in relation to any workplace not covered under sub-clause (i) and falling within its territory, the State Government;
- c. **"Company"** or **"Employer"** or **"Goodyear India"** means Goodyear India Limited.
- d. **"Employee / associate"** means a person employed at a workplace for any work on regular, temporary, *ad hoc* or daily wages basis, either directly or through an agent, including a contractor, with or, without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name;
- e. **"District Officer"** means an officer notified under Section 5 of the SHWW Act.
- f. **"Internal Complaints Committee"** or **"ICC"** means a committee constituted by Company as per this Policy.
- g. **"Local Committee"** means the Local Complaints Committee constituted under Section 6 of the SHWW Act.
- h. **"Respondent"** means a person against whom the Aggrieved Woman has made a complaint under this Policy.
- i. **"Sexual Harassment"** includes any one or more of the following unwelcome acts or behavior (whether directly or by implication) such as:
 - i. Physical contact and advances; or
 - ii. A demand or request for sexual favors; or
 - iii. Making Sexually colored remarks; or
 - iv. Showing pornography; or
 - v. Any other unwelcome physical, verbal or non - verbal conduct of sexual nature;

Following circumstances amongst other circumstances mentioned above may constitute Sexual Harassment of victim if it occurs or is present in relation or connected with any act or behavior of sexual harassment:

- i. implied or explicit promise of preferential treatment in her employment;
- ii. implied or explicit threat of detrimental treatment in her employment;
- iii. implied or explicit threat about her present or future employment status;
- iv. interfering with her work or creating an intimidating or offensive or hostile work environment for her;
- v. humiliating treatment likely to affect the health and safety of the victim.

j. **"Workplace"** includes -

- (i) any department, organization, undertaking, establishment, enterprise institution, office or branch unit which is established, owned, controlled or wholly or substantially financed by the funds of the Company;
- (ii) any place visited by the Employee / associate arising out of or during the course of employment including transportation provided by the Employer for undertaking such journey.

E. INTERNAL COMPLAINTS COMMITTEE¹:

In accordance with the Act, Goodyear India has constituted an Internal Complaints Committee (ICC) for managing the process of investigations and redressal of sexual harassment complaints. Internal Complaints Committee has been formed and consists of the following members as nominated by the Company:

- a. **Presiding Officer** - A woman employed at a senior level at Goodyear India
- b. **Two members**- Amongst Employees / employee / associates preferably committed to the cause of woman.
- c. **One Member** - Amongst Non-Governmental Organizations or associations committed to cause of woman.

At least half the total members of the Committee shall be women at all times. The Presiding Officer shall be a woman. Every member shall hold the office for such period, not exceeding three years, from the date of their nomination as may be specified by the Company. The constitution and roles and responsibilities of ICC are given in **Annexure A** and any change in such composition shall be effected in the Policy. The ICC members will at least meet twice a year for the purpose of implementation of the policy and monitoring the progress done till date. ICC would be strictly governed by Section 4 of the SHWW Act.

F. COMPLAINT REDRESSAL MECHANISM

Given that the Act highlights a preventive focus, there is a need to distinguish between an informal and formal process.

G. PROCEDURE FOR INFORMAL GRIEVANCE REDRESSAL:

Informal processes normally involve an intermediary means for resolving a problem. In the case of Sexual Harassment, at first instance, the immediate senior in the concerned department may be the point of first contact for anyone seeking informal support/intervention to stop unwelcome behavior.

The preventive / informal /conciliatory process that has been adopted is as follows:

¹ Local Complaints Committee: Where the ICC has not been constituted on account of the organisation having less than 10 employees or if the complaint is against the employer, the same is to be referred to the Local Complaint Committee ("LCC") duly constituted by the Government as per the SHWW Act at the district level to investigate complaints regarding sexual harassment from establishments. The SHWW Act sets out the constitution of the LCC, process to be followed for making a complaint and inquiring into the complaint in a time bound manner.

- a. Convey to the person who is the cause of distress, about what that person's actions, words, behavior is doing and convey in no uncertain terms that such behavior is not appreciated.
- b. The second step would be to approach the ICC who would then try and counsel / talk it over with a view towards closing the matter amicably.
- c. All such incidents duly resolved under the informal process need to be reported to the Head of HR who will then provide a short report to the Internal Complaints Committee and the matter will be closed.
- d. Where, a settlement is arrived as mentioned hereinabove, no further enquiry shall be conducted by the ICC.
- e. However, in the event of it not being resolved or where the terms or conditions of the settlement agreed are not complied with, then it would need to be referred to the ICC.
- f. While following the above, the ICC shall ensure that:
 - i. Monetary settlement of any kind will not be made as a basis of conciliation.
 - ii. Where a settlement has been arrived, the settlement terms shall be recorded and signed by both the parties and each of the party shall be provided with a copy of it.

H. PROCEDURE FOR FORMAL GRIEVANCE REDRESSAL

In the event of the complaint not being resolved through informal mechanism, then the ICC provide advice or extend support as requested and will undertake prompt investigation to resolve the matter at the request of the Aggrieved Woman in following manner:

- a. Any Aggrieved Woman may make, in writing, a complaint of Sexual Harassment at workplace to the ICC giving details of the Sexual Harassment meted out to her within a period of 3 months from the date of incident and in case of a series of incidents, within a period of 3 months from the date of last incident, which may be extended for a further period of 3 months, if circumstances warrant such extension in the opinion of the ICC. A complaint must specify the nature of the charge. The charge should include date and time of specific event(s), names of witnesses and any evidence that support the allegation(s). In addition, it should include the contact details of the Aggrieved Woman such as address, contact number, department and name(s) of the alleged harasser (Respondent) etc.
- b. The Presiding Officer or any Member of the ICC can render all reasonable assistance to the woman for making complaint in writing, in case she is unable to do so on her own.
- c. Every complaint received by the Company in this regard shall be forwarded to the ICC formed under the Policy for redressal. The investigation shall be carried out by ICC constituted for this purpose.
- d. On receipt of complaint, the ICC shall decide the place and time for hearing the complaint and shall intimate the date, time and place of hearing to the Aggrieved Woman and Respondent. The ICC shall follow principle of Natural Justice while handling such complaints.
 - (i) Where the Aggrieved Woman is unable to make a complaint on account of her physical or mental incapacity, a complaint may be filed by:
 1. her relative or friend; or
 2. a co-worker; or
 3. any person who has knowledge of the incident, with the written consent of the Aggrieved Woman.
 - (ii) Where the Aggrieved Woman for any other reason is unable to make a complaint, a complaint may be filed by any person who has knowledge of the incident, with her written consent.

- (iii) Where the Aggrieved Woman is dead, a complaint may be filed by any person who has knowledge of the incident, with the written consent of her legal heir.
- e. ICC on receipt of such written complaint, may, if required, ask the Aggrieved Woman to furnish additional information about the alleged harassment.
- f. The Aggrieved Woman or person authorized on her behalf as per above provision and the ICC shall ensure following:
- Six Copies of complaint along with supporting documents and names and address of witness shall be sent to the ICC at Convener ICC, Goodyear India Limited, 1st Floor, ABW Elegance Tower, Plot No. 8, Commercial Centre, Jasola, New Delhi - 110025
- g. On receipt of such complaint, ICC shall provide a copy of the complaint along with supporting documents to the Respondent within 7 working days.
- h. Respondent shall file a reply along with list of documents, names and addresses of witnesses within 10 working days from the date of receipt of the copy of complaint.
- i. ICC shall investigate in detail into the matter of the complaint. The ICC shall have the right to call the person against whom the complaint is made or any other witnesses as and when necessary.
- j. ICC shall have the right to terminate the enquiry or give ex-parte decision on the complaint, if the Respondent or the Aggrieved Woman remains absent for 3 consecutive hearings, without sufficient cause. However, a fifteen days written notice shall be given to the party before passing such decisions.
- k. The ICC must complete its investigation within a period of 90 days from the receipt of the complaint.
- l. The parties shall not be allowed to bring any legal practitioner to represent them in their case at any stage of the proceedings before the ICC.
- m. For conducting the enquiry the quorum of the ICC shall be at least 3 committee members including the Presiding Officer.
- n. Minutes of all proceedings of each sitting of ICC shall be prepared and duly signed by the members of the Committee. The same shall be maintained by Head-Human Resources.
- o. ICC shall record the conclusion of its findings in writing supported with explanations and recommendations and shall forward the same to Head- Human Resources within a period of 10 days from the date of completion of the enquiry. In case ICC finds that prima facie a criminal case (proceedings) exists in the matter as per the Indian Penal Code, the same shall be specifically mentioned in the ICC's report.

I. FOLLOW UP ACTION:

- a. The Committee shall on completion of the enquiry provide a report of its findings within 10 days from the date of completion of the enquiry and such report shall be made available to the concerned parties.
- b. If the ICC arrives at the conclusion that the allegations against the Respondent have been proved, it shall recommend the management of Goodyear India to:
- i. take action for Sexual Harassment as misconduct.
- ii. procure from the Respondent written apology to the Aggrieved Woman, issue warning, withholding of promotions / increments of the Respondent, terminating the Respondent's employment.
- iii. deduct from salary / wages of the Respondent or issue direction for payment; such sum as it may consider appropriate to be paid to the Aggrieved Woman or to her legal heirs, as it may determine.

- c. If the ICC arrives at the conclusion that allegations against the Respondent have not been proved, it shall recommend the management of Goodyear India that no action is required to be taken in the matter.
- d. The complaint of sexual harassment made by any employee / associate shall be taken up with utmost seriousness by the Company. However, there shall be zero tolerance for any false accusation or complaint. In continuation of point c above, if the ICC arrives at the conclusion that the allegations made against the Respondent are malicious and/or made with a false intent and/or Aggrieved Woman has produced false/misleading documents, the ICC may recommend action to be taken against the person who has made the complaint, including termination of service. In such a case, malicious intent has to be established after an inquiry, before any action is recommended. A mere inability to substantiate a complaint or provide adequate proof would not attract action as provided herein. A similar recommendation for taking action would be recommended to the Company against any witness whom the ICC concludes, that he/she has given false evidence or produced forged or misleading documents.
- e. It is to be noted that the above provisions of the Policy is not intended to discourage any Aggrieved Woman from coming forward with any complaints. Goodyear India recognizes and expects that some claims may be difficult to prove or support, or may not in fact be found to raise to the level of seriousness deemed necessary to constitute Sexual Harassment.
- f. Such action shall be taken by the Company within 60 days of the receipt of report.

J. BUILDING AWARENESS IN THE ORGANISATION:

- a. All the Employee / Associates whether temporary or permanent, shall have access to this Policy at any given point of time and clarification related to this Policy shall be addressed by the HR personnel designated by the ICC.
- b. A brief synopsis shall be given to all the Employees / associates regarding the features of this Policy to all the existing Employees / associates as well as to new employees / associates during their initial Induction for their understanding and acceptance to adherence.
- c. The Company shall comply ensure that all its Employees / associates are provided with the safe working environment at the workplace.
- d. Company shall display the notice showing the name of the ICC members at its every establishment at a conspicuous place.

K. REQUIREMENT OF CONFIDENTIALITY

Given the serious nature of cases of Sexual Harassment and their impact on the victim as well as the person against whom such allegations are leveled, the Company is committed to maintaining strict confidentiality in relation to such complaints and the resultant enquiry.

All proceedings, including the statements and other material adduced as evidence before the ICC shall be strictly confidential and the members shall not divulge the details to any other Employee / associate within the Company or to any person outside the Company. This includes Minutes of Meetings of the ICC, findings, recommendations, decisions of the ICC and any document or any verbal communication. Also, to other Employees / associates involved in such discussions, the members should emphasize the necessity for confidentiality and the consequences of possible disciplinary action in case of transgression.

L. MISCELLANEOUS PROVISIONS:

- a. Company may make any alteration or amendment or rescind any of the clauses of this Policy with a prior approval of the management of the Company, as and when it finds it necessary to do so as long as it complies with the Act. Any such alterations or amendment or rescinding will be intimated to the Employees / associates.

Handwritten signature and initials in the bottom left corner of the page.

- b. Nothing contained in this policy shall operate in derogation of any law for the time being in force or to the prejudice of any right of any Employee / associate under any other Rules or Law.
- c. The ICC shall prepare an annual report with the following details and shall submit the same to the Company to be included in its Annual report and also to the District Officer:
 - i. Number of complaints of Sexual Harassment received during the year;
 - ii. Number of complaints disposed off during the year;
 - iii. Number of cases pending for more than 90 days;
 - iv. Number of workshops or awareness program against Sexual Harassment carried out;
 - v. Nature of action taken by the Company.
- d. The District Officer shall forward a brief report on the annual reports received to the State Government.
- e. The Company shall include in its report the number of cases filed, if any and their disposal under the Act in its annual report of his organization or where no such report is required to be prepared, intimate such number of cases, if any, to the District Officer.
- f. The annual report prepared by the ICC shall be as per the Financial Year of the Company and shall be submitted by the Company within 1 month of the date of closure of relevant Financial Year.
- g. The decision of the ICC on the matter within its competence shall be considered final and binding on both the Aggrieved Woman and the Respondent.

Head-Human Resources shall scrutinize the report submitted by ICC and take appropriate action against the guilty person in accordance with the recommendations and gravity of the conduct disclosed in the report within the prescribed time. In case ICC records in its report that the conduct is of criminal nature, appropriate action shall be initiated as per the law of the land.

The Company will provide the Aggrieved Woman with necessary psychological, emotional and physical support, on request.

M. CONCLUSION:

Complaints relating to Sexual Harassment shall be handled and investigations shall be conducted under the principles of natural justice, basis of fundamental fairness, in an impartial and confidential manner so as to protect the identity of all viz., the person bringing the charge, potential witnesses, and the person accused of improper behavior.

Also, all efforts shall be taken to ensure objectivity and thoroughness throughout the process of investigation.

The identity and address of the aggrieved person, respondent and witnesses must not be published or disclosed to the public or media.

The decision of Company shall be final and binding on all. However, the same is without prejudice to any recourse or any other legal actions as may be available that the respondent or the Aggrieved Woman may have against each other.

Annexure A

INTERNAL COMPLAINTS COMMITTEE (ICC)

Goodyear India Limited has established an Internal Complaints Committee (ICC) for investigation of Sexual Harassment situations. The ICC at the Corporate office level of the Company consists of four core members. The core members of ICC are as given below:

Core Committee Members	Role	Mobile No.	Email id
Neena Kaul	Chairperson	9818213181	neena.kaul@goodyear.com
Rumpa Roy	Member	9810975690	rumpa_roy@goodyear.com
Sanjaya Sharma	Member		
Bharti Kathuria	Member		bharti.kathuria@goodyear.com
Prakash Awasthi	Member	9811680027	prakash_awasthi@goodyear.com
Brahmdeep Bhatia	Convener	9582810089	brahmdeep_bhatia@goodyear.com
	External Member		

Similarly, the Company has appointed State/Regional Representatives for its State/Regional Level Offices. The contact details of such representatives are as below:

S.No.	State	Location	State Representative	Mobile No.	Email id
1	Assam	Guwahati	Sanjib Barman	9859977075	sanjib_barman@goodyear.com
2	Bihar	Patna	Bharat Kumar Jha	9229250778	bharat_jha@goodyear.com
3	Chhatisgarh	Raipur	Chandan Bahl	9039016067	chandan_bahl@goodyear.com
4	Jharkhand	Jamshedpur	Avijit Tapadar	9234669356	avijit_tapadar@goodyear.com
5	Orissa	Cuttack	Love Dutt Sharma	9238002918	lovedutt_sharma@goodyear.com
6	West Bengal	Kolkata	Arun Kanti Kumar	9830080112	arun_kantikumar@goodyear.com
7	Chandigarh	Chandigarh	SS Gandhi	8557055100	ss_gandhi@goodyear.com
8	Delhi	Delhi	Nitin Verma	9953324210	nitin_verma@goodyear.com
9	Haryana	Faridabad	Bharti Kathuria	9810233378	bharti.kathuria@goodyear.com
10	J&K	Jammu	Vikas Gupta	9205055257	vikas_gupta@goodyear.com
11	Punjab	Ludhiana	Rajiv Kaushik	9216702164	rajiv_kaushik@goodyear.com
12	U.P.	Lucknow	Shekhar Singh	9235621859	shekhar_singh@goodyear.com
13	U.T.	Dehradun	Vivek Shandilya	9235500351	vivek_shandilya@goodyear.com
14	A.P.	Hyderabad	Anand V Nadiger	9243120821	anand_nadiger@goodyear.com
15	Karnataka	Bangalore	R Muralidharan	9731100442	r_muralidharan@goodyear.com
16	Kerala	Kochi	Krishnakumar KS	8447805041	krishnakumar_ks@goodyear.com
17	Tamilnadu	Chennai	MS Sundram	9282106174	ms_sundaram@goodyear.com
18	Gujarat	Ahmedabad	Jai Singh Yadav	9579319579	jaisingh_yadav@goodyear.com
19	M.P.	Indore	AP Nema	9926791966	ap_nema@goodyear.com
20	Maharashtra	Mumbai	Ramadevi Ramchandran	9702002626	ramadevi_ramchandran@goodyear.com
21	Rajasthan	Jaipur	Rajesh Joshi	9214303477	rajesh_joshi@goodyear.com

The State/ Region Representative shall work in coordination with ICC to handle any situations of Sexual Harassment and shall be the sole point of contact to address any such situations or to whom a complaint in this regard can be made by an Aggrieved Woman. For any complaint relating to Sexual Harassment at the State/Regional level, the ICC shall conduct its proceedings at the concerned State/Regional level office where the State/Regional Representative shall be a special invitee.

ICC may seek the advice of any NGO or third party who it feels will be able to provide special assistance to the ICC in dealing with such issues. The ICC shall meet twice a year, once in each half yearly quarter to update itself about the effective implementation of the policy in the Company.

Role of ICC:

- a. To decide whether the facts contained in the complaint make out a case of "Sexual Harassment" in light of the definition contained in the Policy;
- b. To look into the truth of the allegations contained in the complaint;
- c. To summon witness/documents;
- d. To look into any allegation of victimization of the Aggrieved Woman or any other person assisting the Aggrieved Woman as a result of such complaint having been made or such assistance having been provided;
- e. To recommend the penalties/action to the Head-Human Resources;
- f. To recommend transfer/suspension of the Respondent, to Head-Human Resources;
- g. To monitor the follow up action to be taken up by Head-Human Resources on recommendations of ICC

Power of ICC:

The ICC may during such investigation shall have same powers as are vested in a civil court, in respect of:

- a. summoning and enforcing the attendance of any person and examining him or her under oath;
- b. requiring discovery and production of documents;
- c. any other matter which may be prescribed.

Possible Disciplinary Actions:

- a. Permanent transfer or suspension without pay, or both;
- b. Fine equivalent to 2 months' salary that can be credited to Employees / associate Welfare Fund created to be utilized for welfare of Employee / associates;
- c. Stopping of increment with or without cumulative effect;
- d. Reduction in seniority level;
- e. Termination/dismissal from the services of the Company;
- f. Any other action as it may deem necessary;

Annexure B

DECLARATION:

I hereby declare that I have received, read and understood Goodyear India's Anti Sexual Harassment Policy. I am committed to abide by the policy and to act in a Professional manner that will respect the dignity of our colleagues, seniors, subordinates & visitors.

I will contact the Human Resource Department if I have any questions about this policy.

A copy of this Declaration will be placed in my personnel file.

Signature:

Name:

Department:

Designation:

Employee / associate Code:

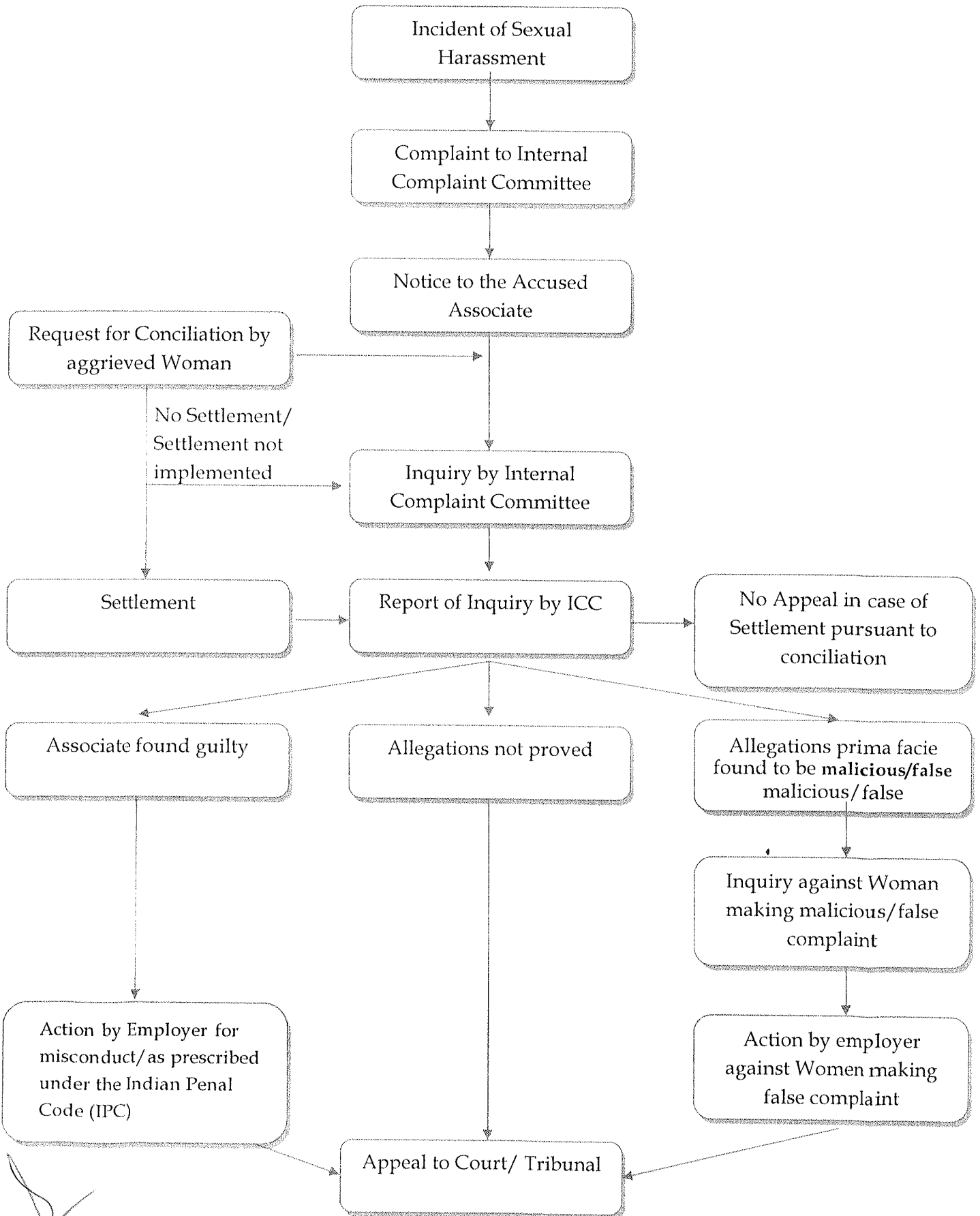
Date:

Place:

Annexure C

Complaint Mechanism to be followed under Sexual Harassment of Women at Workplace

(Prevention, Prohibition & Redressal) Act, 2013



Annexure D

**TIMELINE TO BE FOLLOWED AS GIVEN UNDER THE SEXUAL HARASSMENT OF WOMEN AT
WORKPLACE (PREVENTION, PROHIBITION & REDRESSAL) ACT, 2013**

1. A written complaint in 6 copies along with supporting documents and names and addresses of witnesses has to be filed with Internal Complaint Committee (ICC) by the aggrieved woman (or any other person as mentioned in the act) within 3 months of the date of the incident.
2. Upon receipt of the complaint, a copy of the complaint is to be sent to the respondent/accused person within 7 working days of receiving of the complaint by ICC.
3. Upon receipt of the copy of complaint from ICC, the respondent/accused person should file his reply to the complaint along with his list of documents and names and addresses of witnesses within 10 working days.
4. ICC may try for settlement failing which the inquiry by ICC has to be completed within a period of 90 days from the receipt of the complaint.
5. The ICC shall issue the inquiry report to the employer within 10 days from the date of completion of inquiry.
6. The employer is required to act on the recommendations of the committee within 60 days of receipt of the Inquiry report.
7. Appeal against the decision of the ICC can be preferred within a period of 90 days of the recommendations.

Note: Internal Complaint Committee shall prepare an annual report and submit the same in front of board for its ratification.

Annexure E

Goodyear India Limited (Goodyear India)'s Anti Sexual Harassment Policy

THE COMPANY'S POLICY ON SEXUAL HARASSMENT IN THE WORKPLACE IS GIVEN IN A SEPARATE DOCUMENT ENTITLED "GOODYEAR INDIA'S ANTI SEXUAL HARASSMENT POLICY". THE FOLLOWING IS A BRIEF SYNOPSIS BASED ON THE ABOVE DOCUMENT.

OBJECTIVES

- i. to create a harassment free, friendly work environment for all women working in the company in line with the Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013;
- ii. to enhance equal opportunities for women at the workplace;
- iii. to prevent/ stop/ redress sexual harassment of women at the workplace through gender sensitization of men and women employees / associates;
- iv. to address complaints of sexual harassment in a time bound manner.

WHAT IS SEXUAL HARASSMENT

The term and expression Sexual Harassment shall mean and include all unwelcome sexually determined behavior committed in the work place (whether directly or by implication) such as:

- Physical contact and advances;
- A demand or request for sexual favours;
- Sexually coloured remarks;
- Showing pornography;
- Any other unwelcome physical, verbal or non verbal conduct of sexual nature;
- Sexual or indecent gestures and indication; OR
- Any other act or omission covered under the Policy or Act.

WHO CAN COMPLAIN

All employee / associates and people working in the Company premises either permanent or contractual or visiting.

HOW TO COMPLAIN

A victim of Sexual Harassment (Aggrieved Women) must make the complaint in writing to ICC. In case the victim is incapacitated and is not in a normal state of mind due to an act of sexual harassment perpetrated, the complaint may be made by the victim's friend and or person accompanying the victim or any other person mentioned in the Policy.

All complaints in writing shall be addressed to the Chairperson of the Committee.

DISCIPLINARY PROCEEDING

After the enquiry is over, the ICC will recommend/advice the related disciplinary action to Goodyear India. The intensity of disciplinary action will depend upon the degree of offence; it shall correspond with the Goodyear India's Policy. The Disciplinary authority under Goodyear India shall act on the recommendations of the ICC within 60 days of receipt of the Inquiry report.

APPEAL

Appeal against the decision of the ICC can be preferred within a period of 90 days of the recommendations.

CRIMINAL PROCEEDINGS

In case ICC finds that prima facie a criminal case exists in the matter as per the Indian Penal Code, the same shall be specifically mentioned in the ICC's report and shall be forwarded to the Police.

WHOM TO CONTACT

Mrs./Ms. Neena Kaul

Mobile No.: 9818213181; Email id: neena.kaul@goodyear.com



A. Warranty - Eligibility

Every tyre, tube & flap manufactured and/or marketed by "Goodyear India Ltd", except racing tyres, is warranted to be free from defects in material quality or workmanship in its first tread life & warranty period. If our examination shows that such product has failed under the terms of this warranty, we shall replace the product on pro-rata wear basis. The amount to be compensated for the tyre will be calculated from the percentage of tread wear. In other words, the so called "remaining tread depth measurement system" will be applied.

The warranty is valid exclusively for the first owner actually using the covered products & is non-transferable. Tampering of any kind on our products will automatically invalidate such warranty (e.g. tampered serial number, ply rating, size of tyre, etc).

There is no other warranty or liability applicable to these products, unless specified for a particular size/design, and no representative has any authority to make any representation, promise or agreement except as stated herein.

B. Warranty – Exclusions and Limitations

1. The warranty does not cover tyre damage or irregular wear & tear caused or arising from any of the following reason :

- (i) Road hazards including punctures, cuts, snags, bruise, impact breaks etc.;
- (ii) Improper use or operation, including without limitation: Improper use such as racing, testing, overloading, improper inflation pressure ,fitment not according to the specification of vehicle or wheel manufacturer ,negligence , and alterations to the tyre;
- (iii) Insufficient or improper maintenance, including without limitation: Failure to rotate tyres regularly, wheel misalignment, worn suspension components, improper tyre mounting or demounting, tyre/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics;
- (iv) Ride disturbance after the first 25% of usable tread-wear or due to damaged wheels or any vehicle condition;
- (v) Long Storage of new vehicles with tyres mounted on, which may cause a flat spot on tyre;
- (vi) Contamination or degradation by petroleum products or other chemicals, fire or water;
- (vii) Improper Repair;

2. The warranty does not cover:

- (i) Tyres worn off beyond tread wear indicator (on either or any one side);
- (ii) Tyres purchased from unauthorized dealers;
- (iii) Tyres used for Motor-cross, Rallys etc.;
- (iv) Tyres on Vehicles reported stolen or any other consequential damage;
- (v) Tyres damaged due to fire, wreck or vandalism.
- (vi) OTR Tyres operating in excess of their rated TKPH(Tonne-Kilometer-Per Hour) factor or WCF(Work Capability factor)
- (vii) Alternate Lug Wear /Irregular Tread Wear in Farm tyres due to prolonged usage of Tractor with trolley in Haulage application.

C. Warranty - Disclaimer / Terms & Conditions

- (i) Goodyear reserves the right to modify / alter the policy without any advance intimation;
- (ii) The decision of representative of Goodyear India after investigation will be final;
- (iii) Liability of Goodyear is limited towards the cost of tyre/tube /flap only & does not provide for compensation in case of incidental or consequential damages including loss of use of vehicle and loss of time;

- (iv) The warranty is applicable for the first owner of the product and is not transferrable;
- (v) All rejected tyres / tubes /flaps if not collected within 21 days of intimation of rejection will be disposed off. Goodyear will not be liable for any loss after disposal;
- (vi) Regarding the above warranty policy, there is no other guarantee, warranty or liability, express or implied, applicable to these products of Goodyear. No representative has authority to make any representation, promise or agreement except as stated herein;
- (vii) Tyres presented to an authorized Goodyear Dealer for compensation remain the property of the consumer and Goodyear accepts no responsibility for loss or damage to tires which are in the custody or control of an authorized Goodyear Dealer for inspection. The tyre will be property of Goodyear once adjusted by Goodyear Customer Service Representative. Consumer holds the responsibility of taking the tyre for further inspection, in the event of a dispute, if any;
- (viii) Any tyre, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. This warranty is not intended as a representation that a tyre failure cannot occur.
- (ix) Warranty Period does not represent the expected service life of tyres covered under this warranty as the tyre life is variable and is dependent on many factors such maintenance of proper inflation pressure , vehicle maintenance practices(such as wheel alignment/balancing, tyre rotation & overall vehicle conditions) driving habits, road & operating conditions (terrain etc) .
- (x) The replacement charges (pro-rata basis) will be calculated on the Goodyear Net Billing Price (i.e. after market price) prevailing at the time of final settlement of claims.
- (xi) All applicable taxes on the new tyre, mounting/demounting charges, balancing/alignment charges & service charges if any will be borne by the customer;
- (xii) Terms and Conditions are governed by the laws in force, in India and irrevocably and unconditionally subject to the non – exclusive jurisdiction of the courts of Delhi/ New Delhi which may hear appeals from those courts.

D. Warranty – Period

1. Tyres

<u>Product Category</u>	<u>Warranty Period (From manufacturing)</u>
Wire Belted Radial (WBR)– Passenger Tyres	5 years from manufacturing period or till the tyre tread is worn up to “TWI” (i.e. tread wear indicators), whichever is earlier.
Light Truck Tyres (LTT)	2 years from manufacturing period or till 85% tread wear whichever is earlier.
Medium Commercial Truck Tyres (MCT)	2 years from manufacturing period or till 85% tread wear whichever is earlier.
Medium Radial Truck Tyres (MRT)	3 years from manufacturing period or till 85% tread wear whichever is earlier.
Farm Tyres (FFT & RFT)	6 years* from manufacturing period or till 85% tread wear whichever is earlier.
Off the Road Tyres (OTR)	5 years from manufacturing period or till 85% tread wear whichever is earlier.

***Effective from 1st January 2019. Applicable to tyres produced from 1st July 2018 (2718 week serial code) onwards.**

Tyres adjusted under warranty will be replaced with a new tyre of same variety on pro-rata basis (i.e. based on average tread wear) as per details given below:

a) Farm, LTT, MCT, WBR Tyres :

- | | | | |
|------|--------------------------|---|---------------------|
| (i) | Tread Wear Upto 15% | - | Free Of Cost (FOC); |
| (ii) | Tread Wear More than 15% | - | Pro-Rata*; |

*Pro Rata Calculation = Worn Out Tread Depth (NSD) / Original Tread Depth (NSD), e.g. if original NSD is 8mm, tire worn out is 2mm, that mean customer to pay 25% of tire cost.

b) MRT Tyres :

- | | | | |
|------|--------------------------|---|---------------------|
| (i) | Tread Wear Upto 10% | - | Free Of Cost (FOC); |
| (ii) | Tread Wear More than 10% | - | Pro-Rata*; |

*Pro Rata Calculation = Worn Out Tread Depth (NSD) / Original Tread Depth (NSD), e.g. if original NSD is 8mm, tire worn out is 2mm, that mean customer to pay 25% of tire cost.

c) OTR Tyres will be replaced on pro-rata* basis.

*Pro Rata Calculation = Worn Out Tread Depth (NSD) / Original Tread Depth (NSD), e.g. if original NSD is 8mm, tire worn out is 2mm, that mean customer to pay 25% of tire cost.

2. Tubes & Flaps

(i) Tubes accepted for replacement along with tyres will be replaced on same % as tyre.

(ii) In case tubes are presented without tyres, , replacement charge as given below will be applicable

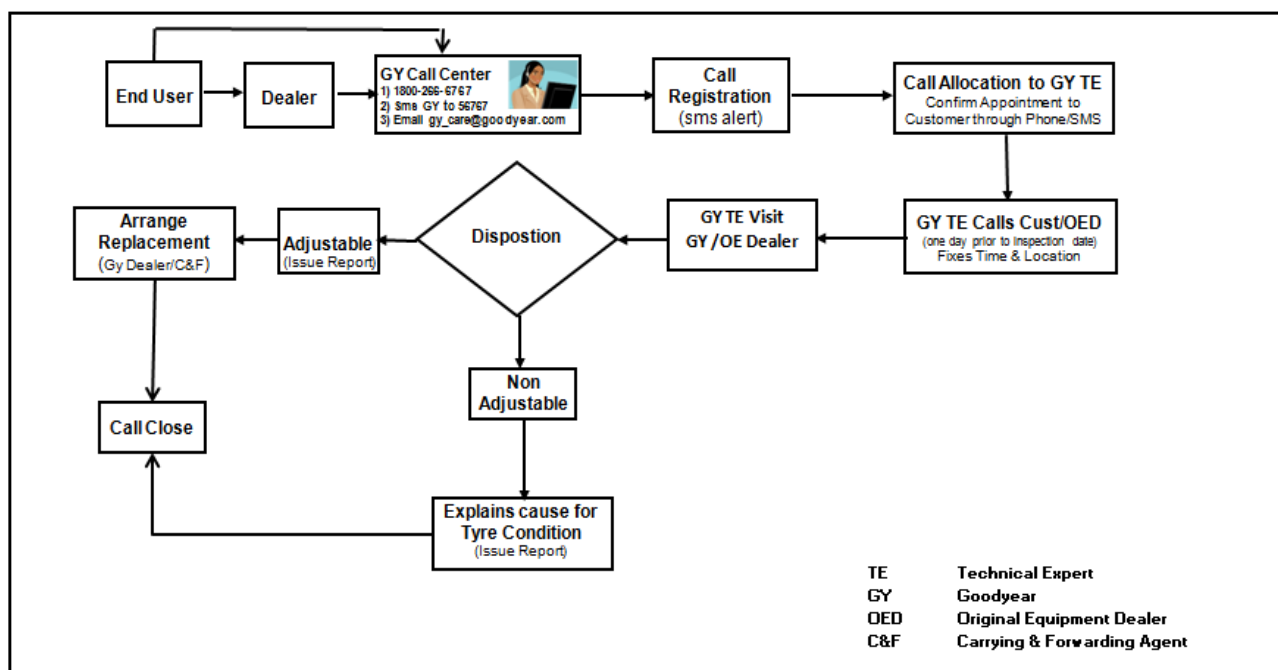
<u>Tubes (WBR, Farm & OTR)</u>		<u>Tubes & Flaps (LTT, MCT & MRT)</u>	
<u>Period</u>	<u>Charge</u>	<u>Period</u>	<u>Charge</u>
Upto 12 months from manufacturing period	Free of Cost	Upto 12 months from manufacturing period	Free of Cost
From 12 months to 24 months from manufacturing period	25% charge	From 12 months to 18 months from manufacturing period	50% charge
From 24 months to 36 months from manufacturing period	50% charge	From 18 months to 24 months from manufacturing period	75% charge
WBR & OTR: From 36 months to 60 months from manufacturing period. FARM: From 36 months to 72* months from manufacturing period.	75% charge	-----	-----

***Effective from 1st January 2019. Applicable to tubes produced from 1st July 2018 onwards.**

Note : For any exceptions to the above Warranty Policy approval from Head Customer Service or National Customer Service Manager will be required.

3. Warranty Handling Process

All warranty claims settlement to be processed through Goodyear business channel partner. Refer workflow as under:



Goodyear Call Registration & Tracking Process

1. Toll Free No. : 1800 266 6767
 - Please call above toll free no. from any telecom operator for any queries / complaint registration or to know the status of any registered calls.
 - Please note for all the registered calls, reference no. will be provided to customers. Please provide the reference no. to know the status of call.
 - Call center timing : 10:00am to 8:00pm - Monday to Saturday.
2. SMS :
 - Type GY and send sms to 56767.
 - In such case you will get the call from GY Wheel Assist for taking down your queries.
3. E-mail :
 - You can also register the queries at gy_care@goodyear.com
 - In such case you will get response from GY Wheel Assist for taking down your queries.

Note : Please review Goodyear Privacy Policy at http://www.goodyear.co.in/about/goodyear_privacy_policy.asp. Upon Call registration, it is considered as consumer's consent to adherence to Goodyear's Privacy Policy including consent to Goodyear to use and /or provide the consumer's personal information to service providers/ vendors etc from time to time to meet Goodyear's requirement under Warranty & other schemes/programs.



Goodyear India Limited

CORPORATE SOCIAL RESPONSIBILITY POLICY

The purpose of this policy is to underline the guiding principles and mechanism for undertaking various activities/programmes for Corporate Social Responsibility

DOCUMENT NUMBER: GIL/2014/CSR/001			
DATE OF FIRST APPROVAL JUNE 6, 2014			
AMENDED ON FEBRUARY 14, 2018			
LAST VERSION 01			
CURRENT VERSION 02			
EFFECTIVE DATE: FEBRUARY 14, 2018			
Agreed by CSR Committee		Approved by the Board	
Rajeev Anand	Sd/-	Chairman of the Board	Sd/-
Chandrashekhar Dasgupta	Sd/-		
Mitesh Mittal	Sd/-		

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1. Title and applicability

Goodyear India Limited (“the Company” or “GIL”) has developed its Corporate Social Responsibility (“CSR”) policy in accordance with section 135 read with the Schedule VII of the Companies Act 2013 and the Companies (Corporate Social Responsibility Policy) Rules, 2014 notified by the Ministry of Corporate Affairs, Government of India. This Policy, henceforth called “**GIL CSR Policy**”, underlines the guiding principles and mechanisms undertaking various CSR activities/programmes.

2. Vision

Being a socially active Company at a global level, GIL cares for its environment and communities, and aims at being a responsible corporate citizen.

3. Objective

The objectives of GIL CSR Policy are to:

- Increasingly contribute to activities that are beneficial to the society and community at large
- Chart out a mechanism for undertaking CSR Activities
- Engage with GIL’s key stakeholders in matters related to CSR Activities
- Align and sync the activities undertaken by GIL with the applicable laws.

4. Validity

The GIL CSR Policy was approved by the Board on June 6, 2014. The Annexure – I of GIL CSR policy shall provide the details of the CSR activities to be implemented during each financial year and shall be uploaded on the Company’s website annually.

The Board of Directors and/ or the CSR Committee reserve the right to modify, alter or otherwise update the Annexure – I from time to time, and as it deems fit. The amended text of Annexure – I will be updated on the Company’s website as and when amendments are undertaken. If there is any inconsistency between GIL CSR Policy, Annexure – I and/or Indian regulation on CSR spending, the requirements of the Indian regulation shall prevail. In such a scenario, the Board of Directors and/ or the CSR Committee shall modify, alter or update the GIL CSR Policy and/or Annexure – I to ensure it meets the requirements of the regulation.

5. Areas of Focus

To fulfill social obligations in line with applicable laws, GIL would identify the areas for contributing towards the betterment of the economical and socially backward communities in India. The list of focus areas would be provided in Annexure – I of the GIL CSR Policy for each Financial Year.

6. Budget

The total amount allocated (“**CSR Fund**”) for the expenditure on CSR Activities for each financial year by GIL’s CSR Committee (hereinafter referred to as “**CSR Committee**”) may include the following:

- (i) Two (2) per cent of the average net profits before tax of GIL made during the three (3) immediately preceding financial years, calculated as per Section 198 of the Companies Act, 2013;
- (ii) Any income arising therefrom;
- (iii) Any surplus arising out of CSR Activities.

The surplus arising out of the CSR projects or programs or activities shall in no case form part of the business profits of the Company.

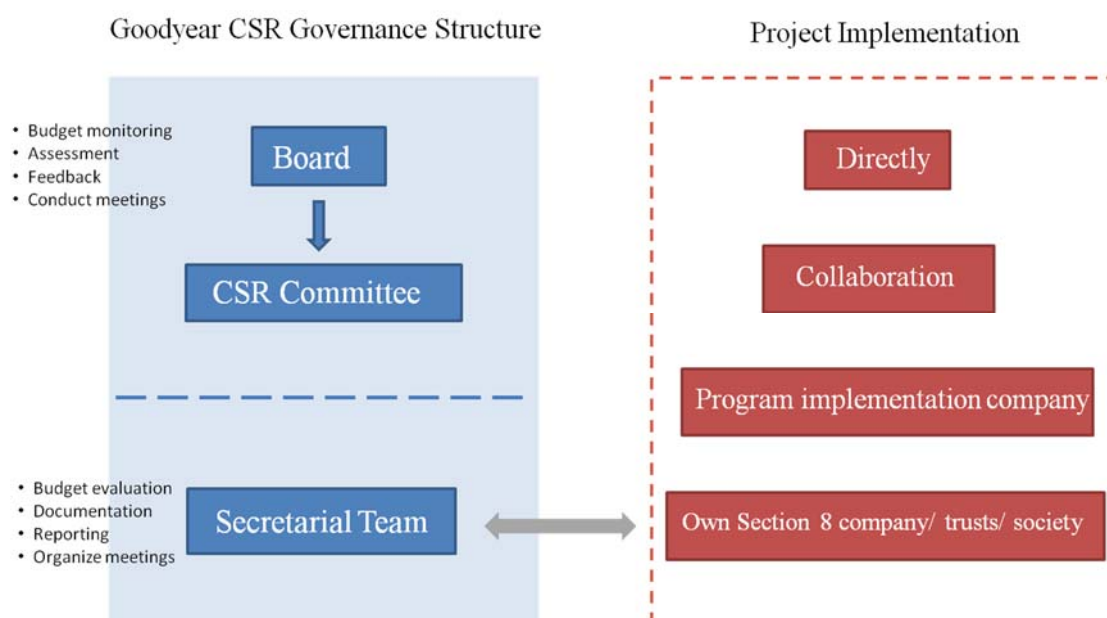
The CSR Committee would ensure to determine the quantum of the CSR Fund to be spent and allocated to various CSR Activities to be undertaken in each financial year and take all necessary approvals from the GIL’s Board of Directors, if required. The details of the budget allocated in each financial year would be provided in Annexure – I.

As per Section 134(3) (o) and Section 135 (5) of the Companies Act, 2013, the Company will report reasons, if it fails to spend the allocated CSR budget for each financial year.

7. Organization Mechanism

The responsibility of implementing and supervising this GIL CSR Policy lies with the CSR Committee. The CSR Committee shall have the authority to take decisions on any matters with respect to CSR Activities including identifying the CSR Activities/ programmes/ projects, implementation of such CSR Activities, allocating the amount to be spent on each individual activity, monitoring the performance of CSR Activities, and reporting on the activities in GIL Annual Report.

The CSR governance structure as indicated below is led by the CSR Committee, and supported by the Secretarial team and Project Implementation Agency.



7.1 Composition of the CSR Committee:

The composition of the CSR Committee as on February 14, 2018 is as follows:

S. No.	CSR Committee Member	Designation/Category	Role in the CSR Committee
1	Rajeev Anand	Chairman & Managing Director	Chairman of Committee
2	Chandrashekhar Dasgupta	Independent Director	Member of Committee
3	Mitesh Mittal	Finance Director	Member of Committee

7.2 Roles and responsibilities of the CSR Committee:

The CSR Committee shall be responsible for:

- (i) formulating for approval by the Board, CSR policy annually and proposing revisions as and when required; and
- (ii) proposing budget allocation for CSR programs for Board approval;
- (iii) identifying modalities of implementing the CSR programs; and
- (iv) monitoring progress and impact of CSR programs on a regular basis.

8. Implementation

The CSR Committee shall ensure that the CSR programs are implemented through one, few or all of the following methods:

- (i) directly by the company; and/or;
- (ii) a registered trust or a registered society or a section 8 company established by GIL/holding/ subsidiary/associate company; and/or
- (iii) through “Program Implementation Agencies” that are a registered trust or a registered society or a section 8 company established by GIL/holding/ subsidiary/associate company provided:
 - a) Program implementation agency has an established track record of 3 years in undertaking similar programs/projects
 - b) GIL has specified the projects/ programs to be undertaken, modalities of funds to be utilized and the M&E mechanism for these agencies
- (iv) in collaboration with other companies, in a manner that GIL CSR committee is able to report separately on such projects/ programs; and/or
- (v) or any other method as may be deemed appropriate from time to time or on a case to case basis.

CSR Activity/ Program wise implementation methodology is provided in Annexure – I.

9. Monitoring and Evaluation Framework

For each CSR Activity/ Program approved under this CSR Policy, the Company shall set up a detailed monitoring and evaluation methodology. The CSR Activity/ Program wise monitoring and evaluation methodology would be provided in Annexure – I.

10. Review and Amendment of GIL CSR Policy

The CSR Policy may be amended by the CSR Committee, as and when required, only with the approval of the Board of GIL.

11. Regulatory Compliance

The CSR Policy may be changed to provide for the changes in the laws or to make it compliant to the various applicable/ regulations in the manner provided under clause ten (10) hereinabove.

Annexure I to GIL CSR Policy
List of CSR Activities for FY <<>>

<p>DOCUMENT NUMBER:</p> <p>DATE OF FIRST APPROVAL:</p> <p>LAST AMENDED ON:</p> <p>LAST VERSION:</p> <p>CURRENT VERSION:</p> <p>DURATION:</p>
--

Agreed by CSR Committee		Approved by the Board	
Rajeev Anand		Chairman of the Board	
Chandrashekhar Dasgupta			
Mitesh Mittal			

A1. References to Annexure I in GIL CSR Policy

The following sections in the GIL CSR Policy make a reference to Annexure – I

- (i) Section 4 on Validity
- (ii) Section 5 on Areas of Focus
- (iii) Section 6 on Budget
- (iv) Section 8 on Implementation
- (v) Section 9 on Monitoring and Evaluation Framework

A2. CSR Expenditure for FY <<>>**A3. Summary of CSR Activities for FY <<>>**

Thematic Areas (Schedule VII)	Location	Activities/ Programs		Duration of the activity		Proposed Budget (INR Lakh)	
		Full program	Activities in <<>>	Start date	End date	Full budget	For <<>>

A4. Details of the CSR Activities (to be replicated for individual programs)

Title of the CSR Activity			
Thematic area			
Detailed description			
Location			
Duration			
Total budget	Type of expenditure		Amount
	Project expense		
	Personnel/ admin expense		
	Total expenditure		
Expected outputs			
Implementation schedule	Activity		Start & end time/ Schedule
	Activity 1		
	Activity 2		
	Activity 3		
	Activity 4		
Monitoring methodology			
Key performance indicators for monitoring progress	Indicator	Frequency of monitoring	Reporting method
Key performance indicators for assessing impact	Indicator	Frequency of monitoring	Reporting method
Reporting schedule			

A5. Differences

If there is any inconsistency between GIL CSR Policy, Annexure – I and/or Indian regulation on CSR spending, the requirements of the Indian regulation shall prevail.



Goodyear India Limited

STAKEHOLDERS' RELATIONSHIP COMMITTEE (SRC) - CHARTER

The purpose of this document is to provide details on the purpose, composition, meetings, roles etc. of the Stakeholders' Relationship Committee.

DOCUMENT NO.	GIL/2015-16/SRC/001
DATE OF FIRST APPROVAL	FEBRUARY 5, 2016
FIRST AMENDMENT	FEBRUARY 13, 2019

AGREED BY THE STAKEHOLDERS' RELATIONSHIP COMMITTEE	APPROVED BY THE BOARD OF DIRECTORS
Sd/- (Chairman of the Committee)	Sd/- (Chairman of the Board)

1. CONSTITUTION AND COMPOSITION

- 1.1 The Board of Directors (“**Board**”) of the Goodyear India Limited (the “**Company**”) shall constitute a “Stakeholders Relationship Committee” (“**SRC**” or “**the Committee**”) to specifically look into various aspect of interest of security holders¹ of the Company and perform such other functions as mentioned in para 3 of this Charter.
- 1.2 SRC shall comprise of at least three Directors comprising of at least one Independent Director. The Chairperson of the SRC shall be a Non-Executive Director. The Chairperson may be selected by the Board or if so requested by the Board, the SRC members shall appoint the Chairperson.
- 1.3 The Chairperson of the SRC shall be present at the annual general meetings to answer queries of the security holders²
- 1.4 The Company Secretary of the Company shall act as Secretary of SRC.
- 1.5 The Board may change/replace any member of SRC any time, as it may deem fit and proper in the advancement and purpose of SRC.

2. MEETINGS

- 2.1 The SRC shall meet as frequently as may be necessary but not less than once in a year³
- 2.2 The meeting of SRC may be called by the Board or on request by a SRC member or Secretary thereof.
- 2.3 At least two members present whether physically or through permitted audio/video visual mode (provided the option of audio-visual mode is offered by Company and the provisions related thereto are fully complied with) shall form a valid quorum for a SRC meeting.
- 2.4 In the absence of Chairperson of SRC at the meeting, the members present in the meeting, after duly noting the reason for absence of the Chairperson shall elect among themselves a member to Chair the meeting.

3. ROLES AND FUNCTION OF THE COMMITTEE⁴

- 3.1 The Committee shall review and resolve the grievances of the security holders of the company including complaints related to transfer/transmission of shares, non-receipt of annual report, non-receipt of declared dividends, issue of new/duplicate certificates, general meetings etc. in a timely manner.

This change is pursuant to ¹ Regulation 3(g) a, ² Regulation 3(g) c and ³ Regulation 3(g) d of the SEBI LODR Amendment Regulations 2018 and is effective from April 1, 2019

⁴This change is pursuant to Regulation 3(u) b ii of the SEBI LODR Amendment Regulations 2018 and is effective from April 1, 2019

- 3.2 The Committee shall review the measures taken for effective exercise of voting rights by shareholders.
- 3.3 The Committee shall review the adherence to the service standards adopted by the Company in respect of various services being rendered by the Registrar & Share Transfer Agent and recommends measures for overall improvement in the quality of investor services.
- 3.4 The Committee shall oversee the various aspect of interest of security holders of the Company and review of the various measures and initiatives taken by the Company for reducing the quantum of unclaimed dividends and ensuring timely receipt of dividend warrants/annual reports/statutory notices by the shareholders of the Company.
- 3.5 The Committee shall periodically provide updates to Board in the form of Minutes or otherwise, as it may deem fit and may consult with other Committees of the Board, if required, while discharging its responsibilities.
- 3.6 The Committee shall have access to any internal information necessary to fulfill its roles and responsibilities.
- 3.7 The Committee shall also have authority to obtain, advise and receive assistance from internal or external legal, accounting or other advisors.
- 3.8 Perform such other functions as may be delegated by the Board and required to be performed under any applicable law by the SRC.

4. AMENDMENT

The Committee shall review and reassess the adequacy of this Charter periodically and recommend any proposed changes to the Board for approval. However, this Policy may stand amended on account of any regulatory amendments, clarifications etc in the applicable Laws.

5. LIMITATION

In the event of any conflict between the provisions of this Charter and of the Act or Listing Agreement or any other statutory enactments, rules, the said provisions of such Act or Listing Agreement or statutory enactments, said rules shall prevail over this Charter.