

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): 07/18/2011

Newell Rubbermaid Inc.

(Exact name of registrant as specified in its charter)

Commission File Number: 1-9608

Delaware
(State or other jurisdiction of
incorporation)

36-3514169
(IRS Employer
Identification No.)

Three Glenlake Parkway
Atlanta, Georgia 30328
(Address of principal executive offices, including zip code)

770-418-7000
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(e) On June 23, 2011, Newell Rubbermaid Inc. (the "Company") announced that Michael B. Polk was appointed President and Chief Executive Officer of the Company effective as of July 18, 2011. As previously disclosed in the Company's Current Report on Form 8-K dated June 23, 2011, Mr. Polk entered into a Written Compensation Arrangement with the Company on that same date (the "Written Compensation Arrangement").

Pursuant to the terms of the Written Compensation Arrangement, on July 18, 2011, Mr. Polk entered into an Employment Security Agreement with the Company in the form attached as Appendix A to Exhibit 10.1 filed with the June 23, 2011 Form 8-K, which Appendix A is incorporated herein by reference. The form of ESA provides for the continuation of an executive's salary, bonus and certain employee benefits for a severance period of 24 months upon an involuntary termination of employment without "good cause," or a voluntary termination of employment for "good reason," occurring within 24 months after a "change in control" of the Company. After any such termination, the executive will receive a lump sum severance payment equal to (i) three times the sum of (A) the executive's annual base salary, determined as of the date of the change in control or, if higher, the date of employment termination and (B) the executive's target bonus on the date of the change in control or, if higher, the date of termination, and assuming the attainment of performance goals at the 100% level, plus (ii) such target bonus multiplied by a fraction, the numerator of which is the number of days in the fiscal year in which the date of termination occurs through the date of termination and the denominator of which is 365.

Following such a termination of employment, (i) the executive will receive all benefits accrued under the Company's incentive plans and he will become fully vested under the Company's 2008 Deferred Compensation Plan, (ii) all Company stock options held by the executive will become immediately exercisable and remain exercisable for a period of three years thereafter or, if shorter, the remaining term of the options, all restrictions on Company restricted stock and restricted stock units held by the executive will lapse, and all performance goals on Company performance awards to the executive will be deemed satisfied at the target level; and (iii) the executive and his spouse and eligible dependents will continue to be covered by all welfare plans of the Company during the severance period, until the executive is eligible for coverage under similar plans from a new employer.

The form of ESA does not provide for a gross-up payment to the executive to cover any excise and related income tax liability under Section 4999 of the Internal Revenue Code as a result of any payment or benefit arising under the ESA. Rather, payments and benefits payable to an executive would be reduced to the extent necessary so that no excise tax would be imposed if doing so would result in the executive retaining a larger after-tax amount, taking into account the income, excise and other taxes imposed on the payments and benefits.

The ESA contains restrictive covenants which prohibit the executive from (i) associating with a business that is competitive with any line of business of the Company for which the executive provided services, without the Company's consent and (ii) soliciting the Company's agents and employees. These restrictive covenants remain in effect for a period of 24 months following any termination of employment.

In addition, pursuant to the terms of the Written Compensation Arrangement, on July 18, 2011, the Company granted Mr. Polk the following awards under the Company's 2010 Stock Plan:

- 225,872 stock options which are subject to a three-year cliff vest. These options have a strike price of \$15.15 and have a 10 year term and such other terms as are set forth in the form of stock option agreement attached hereto as Exhibit 10.2.

- 338,524 time-based restricted stock units ("RSUs"), fifty percent of which will vest on December 31, 2011, twenty-five percent of which will vest on July 18, 2012, and the remaining twenty-five percent of which will vest on July 18, 2012.

- 677,048 performance-based RSUs which, subject to condition that the award may not vest earlier than July 18, 2013, vest as follows: 50% of the award will vest when the Company's average closing stock price for any twenty continuous trading day period equals or exceeds \$16.25; 25% will vest when such price equals or exceeds \$17.72; and the remaining 25% will vest when such price equals or exceeds \$18.46. Any performance-based RSUs that fail to vest by July 18, 2018 shall expire.

In addition, the RSUs are subject to terms set forth in the form of RSU agreement attached hereto as Exhibit 10.3.

Item 9.01. Financial Statements and Exhibits

10.1. Form of CEO Employment Security Agreement (incorporated by reference to Appendix A to Exhibit 10.1 of the Company's Current Report on Form 8-K dated June 23, 2011).

10.2. Form of Michael B. Polk Option Agreement for July 18, 2011 Award.

10.3. Form of Michael B. Polk Restricted Stock Unit Agreement for July 18, 2011 Award.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Newell Rubbermaid Inc.

Date: July 22, 2011

By: /s/ John K. Stipancich

John K. Stipancich
Senior Vice President, General Counsel and Corporate
Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
EX-10.2	Form of Michael B. Polk Option Agreement for July 18, 2011 Award.
EX-10.3	Form of Michael B. Polk Restricted Stock Unit Agreement for July18, 2011 Award.

**NEWELL RUBBERMAID INC. 2010 STOCK PLAN
STOCK OPTION AGREEMENT**

A Stock Option (the "Option") granted by Newell Rubbermaid Inc., a Delaware corporation (the "Company"), to the employee named in the attached Option letter (the "Optionee"), for common stock, par value \$1.00 per share and related common stock purchase rights (the "Common Stock"), of the Company, shall be subject to the following terms and conditions:

1. Stock Option Grant. Subject to the provisions set forth herein and the terms and conditions of the Newell Rubbermaid Inc. 2010 Stock Plan (the "Plan"), a copy of which is attached hereto and the terms of which are hereby incorporated by reference, and in consideration of the agreements of the Optionee herein provided, the Company hereby grants to the Optionee an Option to purchase from the Company the number of shares of Common Stock, at the purchase price per share, and on the schedule, set forth in the attached Option letter. Any Incentive Stock Option is intended to be an incentive stock option within the meaning of Section 422A of the Internal Revenue Code of 1986. This Option is granted pursuant to Optionee's employment letter agreement with the Company dated June 23, 2011.
2. Acceptance by Optionee. The exercise of the Option is conditioned upon its acceptance by the Optionee in the space provided therefor at the end of the attached Option letter and the return of an executed copy of such Option letter to the Secretary of the Company no later than 60 days after the Date of Grant set forth therein or, if later, 30 days after the Optionee receives this Agreement.
3. Exercise of Option. Written notice of an election to exercise any portion of the Option shall be given by the Optionee, or his personal representative in the event of the Optionee's death, in accordance with procedures established by the Organizational Development and Compensation Committee of the Board of Directors of the Company (the "Committee") as in effect at the time of such exercise.

At the time of exercise of the Option, payment of the purchase price for the shares of Common Stock with respect to which the Option is exercised must be made by one or more of the following methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Optionee has submitted an exercise notice and irrevocable instructions to deliver the purchase price to the Company from the proceeds of the sale of shares subject to the Option, (iii) by delivery to the Company of other Common Stock owned by the Optionee that is acceptable to the Company, valued at its fair market value on the date of exercise, or (iv) by certifying to ownership by attestation of such previously owned Common Stock.

If applicable, an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to delivery of any certificate for shares of Common Stock must also accompany the exercise. Payment of such taxes can be made by a method specified above, and/or by directing the Company to withhold such number of shares of Common Stock otherwise issuable upon exercise of the Option with a fair market value equal to the amount of tax to be withheld.

4. Exercise Upon Termination of Employment.

(a) Service on the Board Terminates.

- i. If the Optionee's employment with the Company and all affiliates terminates for any reason other than an involuntary termination by the Company (except for Good Cause or a violation of the Company's Code of Conduct and Ethics), Optionee's voluntary termination for Good Reason, Optionee's death, disability or retirement (as defined below), and in connection therewith the Optionee's service on the Board terminates, the Option shall expire on the date of such termination of employment, and no portion shall be exercisable after the date of such termination.
- ii. In the event of the Optionee's involuntary termination of employment by the Company (except for Good Cause or a violation of the Company's Code of Conduct and Ethics), Optionee's voluntary termination of employment for Good Reason, his death, or if the Optionee's employment with the Company and all affiliates terminates due to disability and in connection therewith his service on the Board terminates, the outstanding portion of the Option shall become fully vested on such date and shall continue to be exercisable until the earlier of the first anniversary of the date of the Optionee's termination of employment, or the date the Option expires by its terms.
- iii. If the Optionee's employment with the Company and all affiliates terminates due to retirement, and in connection therewith his service on the Board terminates, the outstanding portion of the Option shall become fully vested on such date if so provided in the table set forth below and the vested portion of the Option shall continue to be exercisable until the earlier of the date specified in the table or the date the Option expires by its terms.

<u>Age or Points</u>	<u>Vesting</u>	<u>Exercise Date</u>
Age 65 or 70 or more points	All unvested options vest	10 years following termination of employment
65-69 points	All unvested options vest	5 years following termination of employment
60-64 points	All unvested options expire	1 year following termination of employment

(b) Service on the Board Continues.

- i. If the Optionee's employment with the Company and all affiliates terminates for any reason other than an involuntary termination by the Company (except for Good Cause or a violation of the Company's Code of Conduct and Ethics), Optionee's voluntary termination for Good Reason, death, disability or retirement, and the Optionee's service on the Board continues thereafter, the outstanding portion of the Option shall continue to vest and remain exercisable in accordance with the Option letter. If the Optionee's service on the Board

subsequently terminates, then (A) if the termination of service is due to death or disability, the outstanding portion of the Option shall become fully vested on such date and shall continue to be exercisable until the earlier of the first anniversary of the date of the Optionee's termination of service or the date the Option expires by its terms, (B) if the termination of service is due to retirement, the outstanding portion of the Option shall continue to vest and remain exercisable in the same manner and to the same extent as if the Optionee had continued service on the Board, and (C) if the termination of service is for any reason other than death, disability or retirement, the outstanding portion of the Option shall expire on the date of such termination of service, and no portion shall be exercisable after the date of such termination of service.

ii. If the Optionee's employment with the Company and all affiliates terminates involuntarily by the Company (except for Good Cause or a violation of the Company's Code of Conduct and Ethics), voluntarily by Optionee for Good Reason, or due to disability or retirement, and the Optionee's service on the Board continues thereafter, the outstanding portion of the Option shall become fully vested on such date and remain exercisable in accordance with the Option letter. If the Optionee's service on the Board subsequently terminates, then (A) if the termination of service is due to death or disability, the outstanding portion of the Option shall continue to be exercisable until the earlier of the first anniversary of the Optionee's termination of service or the date the Option expires by its terms; (B) if the termination of service is due to retirement, the outstanding portion of the Option shall remain exercisable in the same manner and to the extent as if the Optionee had continued service on the Board; and (C) if the termination of service is for any reason other than death, disability or retirement, the outstanding portion of the Option shall expire on the latest of (I) the date of the Optionee's termination of service, (II) the first anniversary of the date of the Optionee's termination of employment or, (III) in the event of the Optionee's prior retirement from the Company, the anniversary of the date of such retirement as may be applicable under Section 4.a.iii above, but in each case no event later than the date the Option expires by its terms, and no portion of the Option shall be exercisable after the date of such expiration.

(c) Definitions. For purposes of this Section 4:

i. "disability" means (as determined by the Committee in its sole discretion) the inability of the Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than 12 months;

ii. "Good Cause" shall have the meaning set forth in the Employment Agreement;

iii. "Good Reason" shall have the meaning set forth in the Employment Agreement;

iv. "retirement" means (A) while the Optionee is employed, the Optionee's termination of employment without Good Cause (and without a violation of the Company's Code of Conduct and Ethics) on or after the date on which the Optionee has completed five years of credited service and either (I) has attained age 65 or (II) has attained age 55 and the sum of his age and credited service (his "points") equals or exceeds 60; or (B) while the Optionee is a non-employee Director, retirement in accordance with the Company's retirement policy for Directors;

v. "credited service" means the Optionee's period of employment with the Company and all affiliates (including any predecessor company or business acquired by the Company or any affiliate, provided the Optionee was immediately employed by the Company or any affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of 30 days; and

vi. "affiliate" means each entity with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, substituting "at least 50%" instead of "at least 80%" in making such determination.

(d) General.

i. Any Optionee whose employment terminates due to retirement as described in this Section 4 must execute and deliver to the Company an agreement, in a form prescribed by the Company, and in accordance with procedures established by the Company, that he will not solicit employees, customers or suppliers of the Company and its affiliates, or compete with the Company and its affiliates, and that he releases all claims against the Company and its affiliates. If the Optionee fails to execute such agreement, or if the agreement is revoked by the Optionee, the Option shall expire on the date of the Optionee's retirement, and no portion shall be exercisable after the date of such retirement.

ii. The foregoing provisions of this Section 4 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Optionee and the Company, and the provisions in such employment security agreement or severance agreement concerning exercise of an Option shall supercede any inconsistent or contrary provisions of this Section 4.

iii. Full vesting of an Incentive Stock Option may result in all or part of the Option being treated as a Non-Qualified Stock Option in accordance with Section 6.4(a) of the Plan.

5. Option Not Transferable. The Option may be exercised only by the Optionee during his lifetime and may not be transferred other than by will or the applicable laws of descent or distribution or pursuant to a qualified domestic relations order. The Option shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Option, other than in accordance with its terms, shall be void and of no effect.

6. Surrender of or Changes to Agreement. In the event the Option shall be exercised in whole, this Agreement shall be surrendered to the Company for cancellation. In the event this Option shall be exercised in part or a change in the number of designation of the shares of Common Stock shall be made, this Agreement shall be delivered by the Optionee to the Company for the purpose of making appropriate notation thereon, or of otherwise reflecting, in such manner as the Company shall determine, the change in the number or designation of such shares.

7. Administration. The Option shall be exercised in accordance with such administrative regulations as the Committee shall from time to time adopt.

8. Governing Law. This Agreement, and the Option, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware.

9. Data Privacy Consent. The Grantee hereby consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this document by the Company and its subsidiaries for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Grantee understands that the Company and its subsidiaries hold certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock or stock units awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Grantee's favor for the purpose of implementing, managing and administering the Plan ("Data"). The Grantee understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he may request a list with the names and addresses of any potential recipients of the Data by contacting the local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares or other award acquired under the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Grantee understands that he may, at any time, view Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the local human resources representative in writing. The Grantee understands that refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Grantee understands that he may contact his or her local human resources representative.

10. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

NEWELL RUBBERMAID INC.

/s/ John K. Stipancich

John K. Stipancich

Senior Vice President, General Counsel and Corporate Secretary

**NEWELL RUBBERMAID INC. 2010 STOCK PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

CEO Employment Transition Award Grant Agreement

A Restricted Stock Unit ("RSU") Award (the "Award") granted by Newell Rubbermaid Inc., a Delaware corporation (the "Company"), to the employee named in the attached Award letter (the "Grantee") relating to the common stock, par value \$1.00 per share (the "Common Stock"), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Rubbermaid Inc. 2010 Stock Plan, a copy of which is attached hereto and the terms of which are hereby incorporated by reference. This Award is granted pursuant to the Grantee's employment letter agreement with the Company dated June 23, 2011 ("Employment Agreement").

1. **Acceptance by Grantee.** The receipt of the Award is conditioned upon its acceptance by the Grantee in the space provided therefor at the end of the attached Award letter and the return of an executed copy of such Award letter to the Secretary of the Company no later than 60 days after the Award Date set forth therein or, if later, 30 days after the Grantee receives this Agreement.
2. **Grant of RSUs.** The Company hereby grants to the Grantee the Award of RSUs, as set forth in the Award letter. This Award is comprised of the number of "Time-Based RSUs" and "Performance-Based RSUs" set forth in the Award letter. An "RSU" is a restricted stock unit representing the right, subject to the terms and conditions of the Plan and this Agreement, to receive a distribution of a share of Common Stock for each RSU as described in Section 6 of this Agreement.
3. **RSU Account.** The Company shall maintain an account ("RSU Account") on its books in the name of the Grantee which shall reflect the number of RSUs awarded to the Grantee.
4. **Dividend Equivalents.**
 - a. *Time-Based RSUs.* Upon the date of payment of any dividend on Common Stock occurring during the period preceding the earlier of the date of settlement of the Grantee's Award as described in Section 6 or the date the Grantee's Award is forfeited as described in Section 5, the Company shall promptly pay to the Grantee an amount in cash equal in value to the dollar amount of dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the Time-Based RSUs in the Grantee's RSU Account on that date.
 - b. *Performance-Based RSUs.* Upon the payment of any dividend on Common Stock occurring during the period preceding the earlier of the date of settlement of the Grantee's Award as described in Section 6 or the date the Grantee's Award is forfeited as described in Section 5, the Company shall credit the Grantee's RSU Account with an amount equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the Performance-Based RSUs in the Grantee's RSU Account on that date. Such amounts shall be paid to the Grantee in cash at the time and to the extent the related Performance-Based RSUs vest and are settled. Any such dividend equivalents credited to the Grantee's RSU Account, relating to Performance-Based RSUs that are forfeited, shall also be forfeited.
5. **Vesting.**
 - a. Except as described in Sections 5(b) and 5(c) below, the Grantee shall become vested in his respective Time-Based RSU Award and Performance-Based RSU Award following the date of the grant of the Awards (the "Award Date") if he remains in continuous employment with the Company or an affiliate, and with respect to the Performance-Based RSU Award satisfies the applicable performance conditions, as set forth below:

<u>Time-Based RSUs</u>	<u>Vesting</u>
50% of the Award	December 31, 2011
25% of the Award (so that 75% of the whole Award shall have vested)	First anniversary of date of grant
25% of the Award (so that 100% of the whole Award shall have vested)	Second anniversary of date of grant

<u>Performance-Based RSUs</u>	<u>Performance Condition</u>	<u>Vesting</u>
50% of the Award	During any twenty continuous trading day period, occurring on or prior to the seventh anniversary of the Award Date, the average closing stock price of Common Stock equals or exceeds \$16.25.	Upon satisfaction of the applicable Performance Condition, but no earlier than the second anniversary of the Award Date
25% of the Award (so that 75% of the whole Award shall have vested)	At any time during a twenty continuous trading day period, occurring on or prior to the seventh anniversary of the Award Date, the average closing stock price of Common Stock equals or exceeds \$17.72.	Upon satisfaction of the applicable Performance Condition, but no earlier than the second anniversary of the Award Date
25% of the Award		

(so that 100% of the whole Award shall have vested)

At any time during a twenty continuous trading day period, occurring on or prior to the seventh anniversary of the Award Date, the average closing stock price of Common Stock equals or exceeds \$18.46.

Upon satisfaction of the applicable Performance Condition, but no earlier than the second anniversary of the Award Date

- b. If the Grantee's employment with the Company and all affiliates terminates prior to the applicable vesting date due to death or disability, the unvested portion of the Awards shall become vested on such date. For this purpose "disability" means (as determined by the Committee in its sole discretion) the inability of the Grantee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than 12 months.
- c. If the Grantee's employment with the Company and all affiliates terminates prior to the applicable vesting date due to involuntary termination (except for termination for Good Cause or a violation of the Company's Code of Conduct and Ethics) or resignation for Good Reason, (i) the Grantee shall become fully vested in any unvested Time-Based RSUs and shall be deemed to have satisfied the two-year time-vesting condition under the Performance-Based RSUs; and (ii) the Grantee shall retain any unvested Performance-Based RSUs which had not attained the applicable performance condition, which shall remain outstanding for attainment of such performance condition until the seventh anniversary of the Award Date, and which will vest, if at all, solely based on the extent to which the applicable performance condition is satisfied as provided in the Performance-Based RSU vesting table set forth above, and in each case, provided that the Grantee complies with any applicable requirement to sign a release as provided in the Employment Agreement. For purposes of this subsection (c), the terms "Good Cause" and "Good Reason" shall have the meanings ascribed to them in the Employment Agreement.
- d. If the Grantee's employment with the Company and all affiliates terminates prior to satisfying the applicable vesting conditions set forth in the applicable table in Section 5(a) above for any reason other than death, disability or as set forth in Section 5(c), the unvested portion of each Award shall be forfeited to the Company.

The foregoing provisions of this Section 5 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Grantee and the Company, and the provisions in such employment security agreement or severance agreement concerning vesting of an Award shall supersede any inconsistent or contrary provision of this Section 5. The performance conditions of the Performance-Based RSU Award under the applicable table in Section 5(a) shall be deemed fully satisfied upon the occurrence of a Change in Control.

6. **Settlement of Award.** Except as otherwise provided in Section 12 hereof, if the Grantee becomes vested in his Awards, or any portion thereof, in accordance with Section 5, the Company shall distribute to him, or his personal representative, beneficiary or estate, as applicable, a number of shares of Common Stock equal to the number of RSUs subject to the Award then becoming vested. Such shares shall be delivered within 30 days following the date of vesting.
7. **Withholding Taxes.** The Company shall withhold from any distribution made to the Grantee in cash an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements. In the case of a distribution made in shares of Common Stock, the Grantee shall pay to the Company an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to the delivery of any shares. Payment of such taxes may be made at the Grantee's election by one or more of the following methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Grantee has submitted irrevocable instructions to deliver the amount of withholding tax to the Company from the proceeds of the sale of shares subject to the Award, (iii) by directing the Company to withhold a number of shares otherwise issuable pursuant to the Award with a Fair Market Value equal to the tax required to be withheld, (iv) by delivery to the Company of other Common Stock owned by the Grantee that is acceptable to the Company, valued at its Fair Market Value on the date of payment, or (v) by certifying to ownership by attestation of such previously owned Common Stock.
8. **Rights as Stockholder.** The Grantee shall not be entitled to any of the rights of a stockholder of the Company with respect to the Award, including the right to vote and to receive dividends and other distributions, until and to the extent the Award is settled in shares of Common Stock.
9. **Share Delivery.** Delivery of any shares in connection with settlement of the Award will be by book-entry credit to an account in the Grantee's name established by the Company with the Company's transfer agent, or upon written request from the Grantee (or his personal representative, beneficiary or estate, as the case may be), in certificates in the name of the Grantee (or his personal representative, beneficiary or estate).
10. **Award Not Transferable.** The Award may not be transferred other than by will or the applicable laws of descent or distribution or pursuant to a qualified domestic relations order. The Award shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Award, other than in accordance with its terms, shall be void and of no effect.
11. **Administration.** The Award shall be administered in accordance with such regulations as the Organizational Development and Compensation Committee of the Board of Directors of the Company (the "Committee") shall from time to time adopt. In the event of any conflict between the terms of such regulations and this Award Agreement, the terms of this Award Agreement shall control.
12. **Section 409A Compliance.** To the extent that the Grantee's right to receive payment of the RSUs and dividend equivalents constitutes a "deferral of compensation" within the meaning of Section 409A of the Code, then notwithstanding anything contained in the Plan to the contrary, the timing of payment (but not the vesting and nonforfeitability) of shares of Common Stock and cash otherwise deliverable hereunder shall be subject to the following rules:
- a. The shares of Common Stock underlying the vested Time-Based RSUs and the related dividend equivalents shall be delivered to the Grantee, or his personal representative, beneficiary or estate, as applicable, within 30 days following the earlier of (i) the applicable vesting date set forth in the Time-Based RSU table in Section 5(a); (ii) the Grantee's "separation from service" within

the meaning of Section 409A of the Code, subject to Section 12(c); or (iii) the occurrence of a Change in Control that also constitutes a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

- b. The shares of Common Stock underlying the vested Performance-Based RSUs and the related dividend equivalents shall be delivered to the Grantee, or his personal representative, beneficiary or estate, as applicable, within 30 days following the earlier of (i) the Grantee's death; (ii) the Grantee's disability (as defined under Section 409A of the Code); (iii) the Grantee's "separation from service" within the meaning of Section 409A of the Code, subject to Section 12(c); or (iv) the occurrence of a Change in Control that also constitutes a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of the Company with the meaning of Section 409A of the Code; or (iv) the seventh anniversary of the Award Date.
- c. Notwithstanding Sections 12(a) and 12(b), if any RSUs and related dividend equivalents become payable as a result of the Grantee's termination of employment (other than as a result of death) which constitutes a separation from service and the Grantee is a "specified employee," as determined under the Company's policy for determining specified employees on the date of such separation from service, then the shares of Common Stock underlying the vested RSUs and related dividends shall be delivered to the Grantee, or his personal representative, beneficiary or estate, as applicable, within 30 days after the first business day that is more than six months after the date of his or her separation from service (or, if the Grantee dies during such six-month period, within 30 days after the Grantee's death).
- d. In the event that any taxes described in Section 7 of this Agreement are due prior to the distribution of shares of Common Stock underlying the RSUs, then the Grantee shall be required to satisfy the tax obligation by using any method set forth in Section 7.

13. Data Privacy Consent. The Grantee hereby consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this document by the Company and its subsidiaries for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Grantee understands that the Company and its subsidiaries hold certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock or stock units awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Grantee's favor for the purpose of implementing, managing and administering the Plan ("Data"). The Grantee understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he may request a list with the names and addresses of any potential recipients of the Data by contacting the local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares or other award acquired under the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Grantee understands that he may, at any time, view Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the local human resources representative in writing. The Grantee understands that refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Grantee understands that he may contact his or her local human resources representative.

14. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

15. Governing Law. This Agreement, and the Award, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware.

NEWELL RUBBERMAID INC.

/s/ John K. Stipancich

John K. Stipancich

Senior Vice President, General Counsel and Corporate Secretary