

Registration No. 333-

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

**FORM S-8**

**REGISTRATION STATEMENT UNDER THE  
SECURITIES ACT OF 1933**

**HALLIBURTON COMPANY**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation or Organization)

**75-2677995**  
(I.R.S. Employer  
Identification No.)

**3000 North Sam Houston Parkway East**  
**Houston, Texas 77032**  
(Address of Principal Executive Offices) (Zip Code)

**Halliburton Company Stock and Incentive Plan**  
**Halliburton Company Employee Stock Purchase Plan**  
(Full Title of the Plan)

**Robb L. Voyles**  
**Executive Vice President, Secretary and General Counsel**  
**Halliburton Company**  
**3000 North Sam Houston Parkway East**  
**Houston, Texas 77032**  
(Name and Address of Agent For Service)

**(281) 871-2699**  
(Telephone Number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
(Do not check if a smaller reporting company)

(Calculation of Registration Fee on following page)

**CALCULATION OF REGISTRATION FEE**

Title of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Halliburton Company Stock and Incentive Plan, Common Stock, \$2.50 par value per share	15,000,000	\$42.33	\$634,950,000	\$73,781
Halliburton Company Employee Stock Purchase Plan, Common Stock, \$2.50 par value per share	30,000,000	\$42.33	\$1,269,900,000	\$147,563
<b>Total</b>	<b>45,000,000</b>	<b>\$42.33</b>	<b>\$1,904,850,000</b>	<b>\$221,344</b>

- (1) This Registration Statement shall also cover any additional shares of Registrant's common stock that become issuable in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the outstanding shares of Registrant's common stock.
- (2) Estimated in accordance with Rules 457(c) and (h) of the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee. Computation based upon the average of the high and low prices of the Registrant's common stock as reported on NYSE on July 23, 2015.



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## Information Required in the Registration Statement

**Item 3. Incorporation of Documents by Reference.**

Halliburton Company (the "Registrant") hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the "Commission"):

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 filed with the Commission on February 24, 2015 pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant's Annual Report referred to in (a) above; and
- (c) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-B (No. 001-03492) filed with the Commission on December 12, 1996, including any other amendments or reports filed for the purpose of updating such description.

All reports and definitive proxy or information statements filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which de-registers all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such statements as set forth therein. Unless expressly incorporated into this Registration Statement, a report furnished on Form 8-K prior or subsequent to the date hereof shall not be incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

The validity of the securities being registered hereby has been passed upon for Registrant by Robert L. Hayter, Assistant Secretary and Assistant General Counsel. Mr. Hayter owns Halliburton Common Stock and options to purchase Halliburton Common Stock.

**Item 6. Indemnification of Directors and Officers.**

Section 145 of the General Corporation Law of the State of Delaware, or DGCL, provides that a Delaware corporation has the power, under specified circumstances, to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (other than an action by or in right of the corporation), whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another entity, for expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in any such action, suit, or proceeding.

Section 145 of the DGCL also provides that a Delaware corporation has the power, under specified circumstances, to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another entity for expenses (including attorneys' fees) actually and reasonably incurred in such action or suit.

The Tenth Article of the Registrant's restated certificate of incorporation together with Section 32 of its by-laws generally provide for mandatory indemnification of each person who is or was made a party to or involved in any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding because:

- (i) the person is or was an officer or director of the Registrant; or
- (ii) is a person who is or was serving at the request of the Registrant as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service relating to employee benefit plans,

to the fullest extent permitted by the DGCL as it existed at the time the respective indemnification provisions of the Registrant's restated certificate of incorporation and the by-laws were adopted or as it may be amended. Section 145 of the DGCL, Section 32 of the Registrant's by-laws, and the Tenth Article of the Registrant's restated certificate of incorporation expressly provide that they are not the exclusive methods of indemnification.

In addition, the Registrant has entered into indemnification agreements with each of its directors and executive officers.

Section 32 of the Registrant's by-laws provides that the Registrant may maintain insurance, at its own expense, to protect itself and any present or former director or officer of the Registrant or any such director or officer serving at the request of the Registrant as a director, officer, employee, or agent of another entity against any expense, liability, or loss reasonably incurred or suffered. This insurance coverage may be maintained regardless of whether the Registrant would have the power to indemnify the person against the expense, liability, or loss under the DGCL.

Section 102(b)(7) of the DGCL provides that a certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. However, that provision shall not eliminate or

limit the liability of a director:

- (i) for any breach of the director's duty of loyalty to the corporation or its stockholders;
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (iii) under Section 174 of the DGCL, relating to liability for unlawful acquisitions or redemptions of, or payment of dividends on, capital stock; or
- (iv) for any transaction from which the director derived an improper personal benefit.

The Fifteenth Article of the Registrant's restated certificate of incorporation contains this type of provision.

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**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
4.1	Restated Certificate of Incorporation of Halliburton Company, as currently in effect.	8-K	001-3492	3.1	June 5, 2006	
4.2	Revised By-laws of Halliburton Company, as currently in effect.	8-K	001-3492	3.1	February 18, 2014	
5.1	Opinion and Consent of Robert L. Hayter					X
23.1	Consent of Independent Registered Public Accounting Firm.					X
23.2	Consent of Robert L. Hayter (contained in Exhibit 5.1).					X
24	Powers of Attorney for the following directors:					X
	Abdulaziz F. Al Khayyal					
	Alan M. Bennett					
	James R. Boyd					
	Milton Carroll					
	Nance K. Dicciani					
	Murry S. Gerber					
	José C. Grubisich					
	Robert A. Malone					
	J. Landis Martin					
	Jeffrey A. Miller					
	Debra L. Reed					
99.1	Halliburton Company Stock and Incentive Plan	DEF 14-A	001-3492	Appendix B	April 7, 2015	
99.2	Form of Nonstatutory Stock Option Agreement					X
99.3	Form of Restricted Stock Agreement					X
99.4	Form of Restricted Stock Unit Agreement					X
99.5	Form of Non-Employee Director Restricted Stock Agreement	S-8	333-159394	99.5	May 21, 2009	
99.6	Form of Restricted Stock Agreement (Section 16 officers)	10-K	001-3492	10.42	December 31, 2011	
99.7	Form of Non-Employee Director Restricted Stock Agreement (Stock and Incentive Plan)	10-K	001-3492	10.43	December 31, 2011	
99.8	Form of Non-Employee Director Restricted Stock Unit Agreement (Director Plan)					X
99.9	Form of Non-Employee Director Restricted Stock Unit Agreement (Stock and Incentive Plan)					X
99.10	Halliburton Company Employee Stock Purchase Plan	DEF 14-A	001-3492	Appendix C	April 7, 2015	

**Item 9. Undertakings.**

A. The undersigned Registrant hereby undertakes: (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act; (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement - notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that clauses (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those clauses is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement; (2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference into this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the indemnification provisions summarized in Item 6, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on July 24, 2015.

### Halliburton Company

By: /s/ Robb L. Voyles  
Robb L. Voyles,  
Executive Vice President, Secretary and General Counsel

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ David J. Lesar</u> David J. Lesar	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	July 24, 2015
<u>/s/ Christian A. Garcia</u> Christian A. Garcia	Acting Chief Financial Officer (Principal Financial Officer)	July 24, 2015
<u>/s/ Charles E. Geer, Jr.</u> Charles E. Geer, Jr.	Acting Chief Accounting Officer (Principal Accounting Officer)	July 24, 2015

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Abdulaziz F. Al Khayyal  
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Alan M. Bennett  
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James R. Boyd  
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Milton Carroll  
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Nance K. Dicciani  
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Robert A. Malone  
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J. Landis Martin  
\*  
Jeffrey A. Miller  
\*  
Debra L. Reed

Director  
Director  
Director  
Director  
Director  
Director  
Director  
Director  
Director  
Director  
President and Director  
Director

By: \*/s/ Robb L. Voyles  
Robb L. Voyles  
Attorney-in-fact  
  

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99.8	Form of Non-Employee Director Restricted Stock Unit Agreement (Director Plan)					X
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99.10	Halliburton Company Employee Stock Purchase Plan	DEF 14-A	001-3492	Appendix C	April 7, 2015	

July 24, 2015

Halliburton Company  
3000 North Sam Houston Parkway East  
Houston, Texas 77032

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

At your request, I am rendering this opinion in connection with the proposed issuance of up to 45,000,000 shares of common stock ("Common Stock") of Halliburton Company, a Delaware corporation (the "Company"), pursuant to the Stock and Incentive Plan, as amended and restated effective as of February 24, 2015, and the Employee Stock Purchase Plan, as amended and restated effective as of February 24, 2015 (collectively, the "Plans") and pursuant to a Registration Statement on Form S-8.

I have examined instruments, documents, and records which I deemed relevant and necessary for the basis of my opinion hereinafter expressed. In such examination, I have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to me as copies; and (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in the records, documents, instruments and certificates I have reviewed.

Based on such examination, I am of the opinion that the shares of Common Stock to be issued by the Company pursuant to the Plans are duly authorized, and when issued and sold as described in the Plans and Registration Statement, will be legally issued, fully paid, and nonassessable.

I hereby consent to the filing of this opinion as an exhibit to the above referenced Registration Statement on Form S-8 and to the use of my name wherever it appears in said Registration Statement. In giving such consent, I do not consider that I am an "expert" within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder with respect to any part of the Registration Statement, including this opinion, as an exhibit or otherwise.

Very truly yours,

/s/ Robert L. Hayter

Robert L. Hayter  
Assistant Secretary and Assistant General Counsel

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
Halliburton Company:

We consent to the incorporation by reference in the registration statement on Form S-8 of Halliburton Company of our reports dated February 24, 2015, with respect to the consolidated balance sheets of Halliburton Company as of December 31, 2014 and 2013, and the related consolidated statements of operations, shareholders' equity, comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2014, and the effectiveness of internal control over financial reporting as of December 31, 2014, which reports appear in the December 31, 2014 Annual Report on Form 10-K of Halliburton Company.

/s/ KPMG LLP

KPMG LLP

Houston, Texas  
July 24, 2015

## POWER OF ATTORNEY

WHEREAS, Halliburton Company, a Delaware corporation (the "Company"), intends to file with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), a Registration Statement on Form S-8 with such amendment or amendments thereto, whether pre-effective or post-effective, in each case as may be necessary or appropriate, together with any and all exhibits and other documents having relation to said Registration Statement (collectively, the "Registration Statement");

NOW, THEREFORE, each of the undersigned, in his or her capacity as a Director of the Company, does hereby appoint Robb L. Voyles and Bruce A. Metzinger, each of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents with power to act and with full power of substitution and resubstitution, to execute in his or her name, place and stead, in his capacity as a director of the Company, the Registration Statement and all instruments necessary or incidental in connection therewith, with such amendment or amendments thereto in each case as said attorneys-in-fact and agents or any of them shall deem necessary or appropriate, together with any and all exhibits and other documents relating thereto as said attorneys-in-fact and agents or any of them shall deem necessary or appropriate or incidental in connection therewith, and to file the same or cause the same to be filed with the Commission. Said attorneys-in-fact and agents shall have full power and authority to do and perform in the name and on behalf of each of the undersigned, in any and all capacities, every act whatsoever necessary or desirable to be done to the premises, as fully and to all intents and purposes as each of the undersigned might or could do in person, each of the undersigned hereby ratifying and approving the acts of said attorneys-in-fact and agents or any of them or their substitutes.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on this 20<sup>th</sup> day of May 2015.

## SIGNATURE

/s/ Abdulaziz F. Al Khayyal  
Abdulaziz F. Al Khayyal

/s/ Alan M. Bennett  
Alan M. Bennett

/s/ James R. Boyd  
James R. Boyd

/s/ Milton Carroll  
Milton Carroll

/s/ Nance K. Dicciani  
Nance K. Dicciani

/s/ Murry S. Gerber  
Murry S. Gerber

/s/ José C. Grubisich  
José C. Grubisich

/s/ Robert A. Malone  
Robert A. Malone

/s/ J. Landis Martin  
J. Landis Martin

/s/ Jeffrey A. Miller  
Jeffrey A. Miller

/s/ Debra L. Reed  
Debra L. Reed

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# NONSTATUTORY STOCK OPTION AGREEMENT TERMS AND CONDITIONS

Grant Date:	<<Grant Date>>
Grantee ("Employee"):	<<First_Name>> <<Last_Name>>
Aggregate Number of Shares Subject to Option:	<<Number_of_Stock_Options>>
Option Price:	\$<<Grant_Price>>
Expiration:	Ten (10) years

This **NONSTATUTORY STOCK OPTION AGREEMENT** ("Agreement") is made as of <<Grant Date>> between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company"), and <<First\_Name>> <<Last\_Name>> ("Employee").

To carry out the purposes of the **HALLIBURTON COMPANY STOCK AND INCENTIVE PLAN** (the "Plan"), by affording Employee the opportunity to purchase shares of common stock of the Company ("*Stock*"), and in consideration of the mutual agreements and other matters set forth herein and in the Plan, the Company and Employee hereby agree as follows:

1. **Grant of Option.** The Company hereby irrevocably grants to Employee the right and option ("Option") to purchase all or any part of the number of shares of Stock set forth above at the option price indicated below, on the terms and conditions set forth herein and in the Plan, which Plan is incorporated herein by reference as a part of this Agreement. This Option shall not be treated as an incentive stock option within the meaning of section 422(b) of the Internal Revenue Code of 1986, as amended (the "Code").

2. **Option Price.** The purchase price of Stock to be paid by Employee pursuant to the exercise of this Option shall be \$<<Grant\_Price>> per share, which has been determined to be not less than the fair market value of the Stock at the date of grant of this Option. For all purposes of this Agreement, fair market value of Stock shall be determined in accordance with the provisions of the Plan.

3. **Exercise of Option.** Subject to the earlier expiration of this Option as herein provided, this Option may be exercised, by notice to the Company at its principal executive office addressed to the attention of its Vice President and Secretary, or to the Company's agent administering the Plan, at any time and from time to time after the date of grant hereof, but, except as otherwise provided below, this Option shall not be exercisable for more than a percentage of the aggregate number of shares of Stock offered by this Option determined by the number of full years from the date of grant hereof to the date of such exercise, in accordance with the vesting details for this grant displayed in the Distribution Schedule in the Employee's account at [www.NetBenefits.Fidelity.com](http://www.NetBenefits.Fidelity.com) and so long as Employee has not ceased to actively provide services as an employee, unless otherwise determined by the Company in its sole discretion. For the avoidance of doubt, Employee's "Termination Date" for purposes of this Option will be deemed to occur as of the date Employee is no longer actively providing services as an employee and will not be extended by any notice period or "garden leave" that may be required contractually or under applicable law, unless otherwise determined by the Company in its sole discretion.

This Option is not transferrable otherwise than by will or the laws of descent and distribution, or pursuant to an order similar to a "qualified domestic relations order" as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended, and may be exercised during Employee's lifetime only by Employee, Employee's guardian or legal representative, or a transferee under an order similar to a qualified domestic relations order. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or of such rights contrary to the provisions hereof or in the Plan, or upon the levy of any attachment or similar process upon this Option or such rights, this Option and such rights shall immediately become null and void. This Option may be exercised only while Employee remains an employee of the Company, subject to the following exceptions:

(a) If Employee's employment with the Company or Subsidiary terminates by reason of disability (disability being defined as being physically or mentally incapable of performing either the Employee's usual duties as an employee or any other duties as an employee that the Company reasonably makes available and such condition is likely to remain continuously and permanently, as determined by the Company or employing subsidiary), this Option may be exercised in full by Employee (or Employee's estate or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee) at any time during the period ending on the earlier of the Expiration Date (as defined below) or the third anniversary of the date of Employee's termination of employment.

(b) If Employee dies while in the employ of the Company, Employee's estate, or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee, may exercise this Option in full at any time during the period ending on the earlier of the Expiration Date or the third anniversary of the date of Employee's death.

(c) If Employee's employment with the Company terminates by reason of retirement, applicable management of the Company and/or business unit may recommend to the Committee or its delegate, as applicable, that this Option be retained. In such event, the Committee or its delegate, as the case may be, shall consider such recommendation and may, in the Committee's or such delegate's sole discretion, approve the retention of this Option following such retirement, in which case the Option may be exercised by Employee at any time during the period ending on the Expiration Date, but only as to the number of shares of Stock Employee was entitled to purchase on the date of such exercise in accordance with the schedule set forth above. If, after retirement as set forth above, Employee should die, this Option may be exercised in full by Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Employee) during the period ending on the earlier of the Expiration Date or the third anniversary of the date of Employee's death.

**(d) If Employee's employment with the Company terminates for any reason other than those set forth in subparagraphs (a) through (c) above, this Option may be exercised by Employee only during the 90 calendar days following Employee's termination date, (which 90-day period shall not be extended by any notice period mandated under local law),** or by Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Employee) during a period of six months following Employee's death if Employee dies during such 90-day period, but in each case only as to the number of shares of Stock Employee was entitled to purchase hereunder upon exercise of this Option as of the date Employee's employment so terminates. Any Options not exercised during the applicable period shall be automatically forfeited.

(e) This Option shall not be exercisable in any event prior to the expiration of six months from the date of grant hereof or after the expiration of ten years from the date of grant hereof (the "Expiration Date") notwithstanding anything hereinabove contained. The purchase price of Stock for the exercised Option and any applicable taxes shall be paid in full at the time of exercise (a) in cash (including check, bank draft or money order delivered to Halliburton's Stock Plan Administrator), (b) by delivering to the Company's Stock Plan Administrator shares of Stock having a fair market value equal to the purchase price, or (c) by a combination of cash or Stock. Payment may also be made by providing instructions to the Company's Stock Plan Administrator to exercise an Option and to simultaneously sell a sufficient number of shares of Stock resulting from the exercised Option; the Stock Plan Administrator will deliver directly to the Company that portion of the sales proceeds representing the exercise price and any applicable taxes customarily withheld by the Company. No fraction of a share of Stock shall be issued by the Stock Plan Administrator upon exercise of an Option or accepted by the Administrator in payment of the purchase price thereof; rather, any remaining balance of sale proceeds over the exercise price and taxes withheld shall be paid to Employee, subject to any applicable laws. Unless and until such Stock shall have been issued by the Company's Stock Plan Administrator to Employee, Employee (or the person permitted to exercise this Option in the event of Employee's death) shall not be, or have any of the rights or privileges of, a shareholder of the Company with respect to Stock acquirable upon an exercise of this Option.

Employee further understands and agrees that the Company and any related company are neither responsible for any foreign exchange fluctuations between Employee's local currency and the United States Dollar that may affect the value of this Option nor liable for any decrease in the value of Stock or this Option.

4. **Withholding of Tax.** To the extent that the exercise of this Option or the disposition of shares of Stock acquired by exercise of this Option results in compensation income to Employee for federal or state income tax purposes, FICA, or other applicable tax purposes or hypothetical tax pursuant to Company business practices or policies; Employee shall deliver to the Company at the time of such exercise or disposition such amount of money or shares of Stock as the Company may require to meet its withholding obligation under applicable tax laws, regulations or Company business practices or policies, and, if Employee fails to do so, the Company is authorized to withhold from any cash or Stock remuneration then or thereafter payable to Employee any tax required to be withheld by reason of such resulting compensation income or required to be withheld for hypothetical tax pursuant to Company business practices and policies. Upon an exercise of this Option, the Company is further authorized in its discretion to satisfy any such withholding out of any cash or shares of Stock distributable to Employee upon such exercise.

Employee further understands and agrees that the Company and any related company are neither responsible for any foreign exchange fluctuations between Employee's local currency and the United States Dollar that may affect the value of this Option nor liable for any decrease in the value of Stock or this Option.

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5. **Status of Stock.** The Company shall not be obligated to issue any Stock pursuant to any Option at any time, when the offering of the Stock covered by such Option has not been registered under the Securities Act of 1933, as amended (the "Act") and such other country, federal or state laws, rules or regulations as the Company deems applicable and, in the opinion of legal counsel for the Company, there is no exemption from the registration. The Company intends to use its best efforts to ensure that no such delay will occur. In the event exemption from registration under the Act is available upon an exercise of this Option, Employee (or the person permitted to exercise this Option in the event of Employee's death or incapacity), if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

Employee agrees that the shares of Stock which Employee may acquire by exercising this Option will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable securities laws, whether federal or state. Employee also agrees (i) that the certificates representing the shares of Stock purchased under this Option may bear such legend or legends as the Company deems appropriate in order to assure compliance with applicable securities laws, (ii) that the Company may refuse to register the transfer of the shares of Stock purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law and (iii) that the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Stock purchased under this Option.

6. **Employment Relationship.** For purposes of this Agreement, Employee shall be considered to be in the employment of the Company as long as Employee remains an employee of either the Company, a Parent Corporation or Subsidiary of the Company, or a corporation or a Parent Corporation or Subsidiary of such corporation assuming or substituting a new option for this Option. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee or its delegate, as appropriate, and such determination shall be final.

Nothing contained in this Agreement is intended to constitute or create a contract of employment, nor shall it constitute or create the right to remain associated with or in the employ of the Company or a related company for any particular period of time. This Agreement shall not interfere in any way with the Company or a related company's right to terminate Employee's employment at any time. Furthermore, this Agreement, the Plan, and any other Plan documents are not part of Employee's employment contract, if any, and do not guarantee either Employee's right to receive any future grants under such Agreement or Plan or the inclusion of the value of any grants in the calculation of severance payments, if any, upon termination of employment.

7. **Data Privacy.** In order to perform its obligations under the Plan or for the implementation and administration of such Plan, the Company may collect, transfer, use, process, or hold certain personal or sensitive data about Employee. Such data includes, but is not limited to Employee's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Employee explicitly consents to the collection, transfer (including to third parties in Employee's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. At all times, the Company shall maintain the confidentiality of Employee's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties; such actions will be undertaken by the Company only in accordance with applicable law.

8. **Mode of Communications.** Employee agrees, to the fullest extent permitted by law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company or related company may deliver in connection with this grant and any other grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company's email system or by reference to a location on the Company's intranet or website or a website of the Company's agent administering the Plan.

To the extent Employee has been provided with a copy of this Agreement, the Plan, or any other documents relating to this Option in a language other than English, the English language documents will prevail in case of any ambiguities or divergences as a result of translation.

9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Employee.

10. **Compliance with Law.** Notwithstanding anything to the contrary herein, the Company shall not be obligated to issue any Stock pursuant to any Option, at any time, if the offering of the Stock covered by such Option, or the exercise of an Option by an Employee, violates or is not in compliance with any laws, rules or regulations of the United States or any state or country.

Furthermore, Employee understands that the laws of the country in which he/she is working at the time of grant, vesting, and/or exercise of this Option (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may restrict or prevent exercise of this Option or may subject Employee to additional procedural or regulatory requirements he/she is solely responsible for and will have to independently fulfill in relation to the exercise of this Option.

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11. **Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflict of laws, except to the extent that it implicates matters which are the subject of the General Corporation Law of the State of Delaware, which matters shall be governed by the latter law. For purposes of resolving any dispute that may arise directly or indirectly from this Agreement, the parties hereby agree that any such dispute that cannot be resolved by the parties shall be submitted for resolution through the Halliburton Dispute Resolution Program, which Program's last step is final and binding arbitration.

12. **Other Terms.** The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by its officer thereunto duly authorized, and Employee has executed this Agreement, all as of the day and year first above written.

## **HALLIBURTON COMPANY**

[Missing Graphic Reference]

By  
David J. Lesar  
Chairman of the Board and Chief Executive Officer

**I HEREBY AGREE TO THE TERMS AND CONDITIONS, INCLUDING THE 90 DAY CONDITION SET FORTH IN SECTION 3(d), SET FORTH IN THIS NONSTATUTORY STOCK OPTION AGREEMENT DATED <<Grant Date>>.**

<<Acceptance\_Date>>

# RESTRICTED STOCK AGREEMENT

Grant Date: <<Grant\_Date>>  
 Grantee ("Employee"): <<First\_Name>> <<MI>> <<Last\_Name>>  
 Aggregate Number of Shares Subject to Award: <<Number\_of\_Restricted\_Shares>>

This **RESTRICTED STOCK AGREEMENT** ("Agreement") is made as of <<Grant Date>> between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company") and <<First>> <<MI>> <<Last>> ("Employee").

## 1. **Award.**

(a) **Shares.** Pursuant to the Halliburton Company Stock and Incentive Plan (the "Plan") the aggregate number of shares subject to award set forth above (the "Restricted Shares") of the Company's common stock, par value \$2.50 per share ("Stock"), shall be issued as hereinafter provided in Employee's name subject to certain restrictions thereon.

(b) **Issuance of Restricted Shares.** The Restricted Shares shall be issued upon acceptance hereof by Employee and upon satisfaction of the conditions of this Agreement.

(c) **Plan Incorporated.** Employee acknowledges receipt of a copy of the Plan, and agrees that this award of Restricted Shares shall be subject to all of the terms and conditions set forth in the Plan, including future amendments thereto, if any, pursuant to the terms thereof, which Plan is incorporated herein by reference as a part of this Agreement. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan.

## 2. **Restricted Shares.** Employee hereby accepts the Restricted Shares when issued and agrees with respect thereto as follows:

(a) **Forfeiture Restrictions.** The Restricted Shares may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent then subject to the Forfeiture Restrictions (as hereinafter defined), and in the event of termination of Employee's employment with the Company or employing subsidiary for any reason other than (i) death or (ii) disability as determined by the Company or employing subsidiary, or except as otherwise provided in the last sentence of subparagraph (b) of this Paragraph 2, Employee shall, for no consideration, forfeit to the Company all Restricted Shares to the extent then subject to the Forfeiture Restrictions. The prohibition against transfer and the obligation to forfeit and surrender Restricted Shares to the Company upon termination of employment are herein referred to as "Forfeiture Restrictions." The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.

b) **Lapse of Forfeiture Restrictions.** The Forfeiture Restrictions shall lapse as to the Restricted Shares in accordance with the vesting details for this grant displayed in the Distribution Schedule in the Employee's Account at [www.NetBenefits.Fidelity.com](http://www.NetBenefits.Fidelity.com). Notwithstanding the foregoing, the Forfeiture Restrictions shall lapse as to all of the Restricted Shares on the earlier of (i) the occurrence of a Corporate Change (as such term is defined in the Plan), or (ii) the date Employee's employment with the Company is terminated by reason of death, or disability (as determined by the Company or employing subsidiary). In the event Employee's employment is terminated for any other reason, including retirement with the approval of the Company or employing subsidiary, the Committee which administers the Plan (the "Committee") or its delegate, as appropriate, may, in the Committee's or such delegate's sole discretion, approve the lapse of Forfeiture Restrictions as to any or all Restricted Shares still subject to such restrictions, such lapse to be effective on the date of such approval or Employee's termination date, if later.

(c) **Book Entry Record.** The Restricted Shares shall be represented by book entry transaction registered in the name of a nominee of the Company, pursuant to which Employee shall have voting rights and shall be entitled to receive all dividends unless and until the Restricted Shares are forfeited pursuant to the provisions of this Agreement. Notwithstanding any other provisions of this Agreement, the issuance or delivery of any shares of Stock (whether subject to restrictions or unrestricted) may be postponed for such period as may be required to comply with applicable requirements of any national securities exchange or any requirements under any law or regulation applicable to the issuance or delivery of such shares. The Company shall not be obligated to issue or deliver any shares of Stock if the issuance or delivery thereof shall constitute a violation of any provision of any law or of any regulation of any governmental authority or any national securities exchange.

(d) **Compliance with Law.** Employee understands that the laws of the country in which he/she is working at the time of grant or lapse of Forfeiture Restrictions of the Restricted Stock or at the subsequent sale of shares of Stock granted to Employee under this Award (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may subject Employee to additional procedural or regulatory requirements he/she is solely responsible for and will have to independently fulfill in relation to ownership or sale of such shares.

(e) **Value of Stock.** Employee further understands and agrees that the Company and any related company are neither responsible for any foreign exchange fluctuations between Employee's local currency and the United States Dollar that may affect the value of Stock nor liable for any decrease in the value of Stock.

(f) **Assignment of Restricted Stock Prohibited.** The Restricted Stock may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of other than by will or the laws of descent and distribution or pursuant to an order similar to a "qualified domestic relations order" as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended.

3. **Withholding of Tax.** To the extent that the receipt of the Restricted Shares or the lapse of any Forfeiture Restrictions results in income to Employee for federal or state income tax purposes, FICA, or other applicable tax purposes or hypothetical tax pursuant to the Company Business Practice, then in accordance with the Company's Business Practice, Employee shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of shares of unrestricted Stock as the Company may require to meet its withholding obligation under applicable tax laws, regulations, business practices or policies; and if Employee fails to do so, the Company is hereby authorized by Employee to withhold from any cash or Stock remuneration then or thereafter payable to Employee, any tax or hypothetical tax to be withheld by reason of such resulting compensation income.

4. **Status of Stock.** Employee agrees that the Restricted Shares will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal or state securities laws. Employee also agrees (i) that the certificates representing the Restricted Shares may bear such legend or legends as the Company deems appropriate in order to assure compliance with applicable securities laws, (ii) that the Company may refuse to register the transfer of the Restricted Shares on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law and (iii) that the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Restricted Shares.

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5. **Employment Relationship.** For purposes of this Agreement, Employee shall be considered to be in the employment of the Company as long as Employee remains an employee of either the Company, any successor corporation or a parent or subsidiary corporation (as defined in section 424 of the Internal Revenue Code) of the Company or any successor corporation. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee, or its delegate, as appropriate, and its determination shall be final.

Nothing contained in this Agreement is intended to constitute or create a contract of employment, nor shall it constitute or create the right to remain associated with or in the employ of the Company or a related company for any particular period of time. This Agreement shall not interfere in any way with the Company or a related company's right to terminate Employee's employment at any time. Furthermore, this Agreement, the Plan, and any other Plan documents are not part of Employee's employment contract, if any, and do not guarantee either Employee's right to receive any future grants under such Agreement or Plan or the inclusion of the value of any grants in the calculation of severance payments, if any, upon termination of employment.

6. **Data Privacy.** In order to perform its obligations under the Plan or for the implementation and administration of such Plan, the Company may collect, transfer, use, process, or hold certain personal or sensitive data about Employee. Such data includes, but is not limited to Employee's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Employee explicitly consents to the collection, transfer (including to third parties in Employee's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. At all times, the Company shall maintain the confidentiality of Employee's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties and such actions will be undertaken by the Company only in accordance with applicable law.

7. **Mode of Communications.** Employee agrees, to the fullest extent permitted by law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company or related company may deliver in connection with this grant and any other grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company's email system or by reference to a location on the Company's intranet or website or a website of the Company's agent administering the Plan.

To the extent Employee has been provided with a copy of this Agreement, the Plan, or any other documents relating to this Award in a language other than English, the English language documents will prevail in case of any ambiguities or divergences as a result of translation.

8. **Committee's Powers.** No provision contained in this Agreement shall in any way terminate, modify or alter, or be construed or interpreted as terminating, modifying or altering any of the powers, rights or authority vested in the Committee or, to the extent delegated, in its delegate pursuant to the terms of the Plan or resolutions adopted in furtherance of the Plan, including, without limitation, the right to make certain determinations and elections with respect to the Restricted Shares.

9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Employee.

10. **Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflict of laws, except to the extent that it implicates matters which are the subject of the General Corporation Law of the State of Delaware, which matters shall be governed by the latter law. For purposes of resolving any dispute that may arise directly or indirectly from this Agreement, the parties hereby agree that any such dispute that cannot be resolved by the parties shall be submitted for resolution through the Halliburton Dispute Resolution Program, which Program's last step is final and binding arbitration.

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11. **Other Terms.** The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized as of the date first above written.

**HALLIBURTON  
COMPANY**

[Missing Graphic Reference]

By  
David J. Lesar  
Chairman of the Board and Chief Executive Officer

**I HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS RESTRICTED STOCK AGREEMENT DATED  
<<Grant\_Date>> .**

**<<Acceptance\_Date>>**

# RESTRICTED STOCK UNIT AGREEMENT

Grant Date: <<Grant\_Date>>  
 Grantee ("Employee"): <<First\_Name>> <<MI>> <<Last\_Name>>  
 Aggregate Number of Units Subject to Award: <<Number\_of\_Restricted\_Units>>

This **RESTRICTED STOCK UNIT AGREEMENT** ("Agreement") is made as of <<Grant\_Date>> , between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company"), and ("Employee"): <<First\_Name>> <<MI>> <<Last\_Name>>

## 1. **Award.**

(a) **Units.** Pursuant to the Halliburton Company Stock and Incentive Plan (the "Plan"), Employee is hereby awarded the aggregate number of units subject to award set forth above (the "Restricted Stock Units") evidencing the right to receive an equivalent number of shares of the Company's common stock, par value \$2.50 per share ("Stock"), subject to the conditions of the Plan and this Agreement.

(b) **Plan Incorporated.** Employee acknowledges receipt of a copy of the Plan, and agrees that this award of Restricted Stock Units shall be subject to all of the terms and conditions set forth in the Plan, including future amendments thereto, if any, pursuant to the terms thereof, which Plan is incorporated herein by reference as a part of this Agreement. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan.

## 2. **Terms of Restricted Stock Units.** Employee hereby accepts the Restricted Stock Units and agrees with respect thereto as follows:

(a) **Forfeiture of Restricted Stock Units.** In the event of termination of Employee's employment with the Company or employing Subsidiary for any reason other than (i) death or (ii) disability as determined by the Company or employing Subsidiary, or except as otherwise provided in subparagraph (c) of this Paragraph 2, Employee shall, for no consideration, forfeit all Restricted Stock Units to the extent they are not fully vested as of the Termination Date. For the avoidance of doubt, Employee's "Termination Date" for purposes of this grant will be deemed to occur as of the date Employee is no longer actively providing services as an employee, unless otherwise determined by the Company in its sole discretion, and no vesting shall continue during any notice period that may be specified under contract or applicable law with respect to such termination, including any "garden leave" or similar period, except as may otherwise be permitted in the Company's sole discretion.

(b) **Assignment of Restricted Stock Units Prohibited.** The Restricted Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of, other than by will or the laws of descent and distribution or pursuant to an order similar to a "qualified domestic relations order" as defined by the Code or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended.

(c) **Vesting Schedule.** The Restricted Stock Units shall vest in accordance with the vesting details for this grant displayed in the Distribution Schedule in the Employee's Account at [www.NetBenefits.Fidelity.com](http://www.NetBenefits.Fidelity.com); provided that Employee has been continuously and actively employed by the Company (or a Subsidiary, as the case may be) from the date of this Agreement through the applicable vesting date with no earlier Termination Date.

Notwithstanding the vesting details for this grant displayed in the Distribution Schedule in Net Benefits at [www.NetBenefits.Fidelity.com](http://www.NetBenefits.Fidelity.com), the Restricted Stock Units shall become fully vested on the earlier of (i) the occurrence of a Corporate Change (as such term is defined in the Plan), or (ii) the date Employee's employment with the Company or Subsidiary is terminated by reason of death or disability (as determined by the Company or employing Subsidiary). In the event Employee's employment is terminated for any other reason, including retirement with the approval of the Company or employing Subsidiary, the Committee which administers the Plan (the "Committee") or its delegate, as appropriate, may, in the Committee's or such delegate's sole discretion, approve the acceleration of the vesting of any or all Restricted Stock Units not theretofore vested, such vesting to be effective on the date of such approval or Employee's termination date, if later.

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(d) **Shareholder Rights.** The Employee shall have no rights to dividends, dividend equivalents or any other rights of a shareholder with respect to shares of Stock subject to this award of Restricted Stock Units unless and until such time as the award has been settled by the transfer of shares of Stock to the Employee.

(e) **Settlement and Delivery of Stock.** Payment of vested Restricted Stock Units shall be made as soon as administratively practicable after vesting. Settlement will be made by payment in shares of Stock or cash in accordance with the Plan. Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the delivery of shares of Stock to comply with any such law, rule, regulation or agreement.

Furthermore, Employee understands that the laws of the country in which he/she is working or residing at the time of grant, holding, or vesting of the Restricted Stock Units or at ownership or the subsequent sale of shares of Stock granted to Employee under this Award (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may subject Employee to additional terms and conditions or procedural or regulatory requirements he/she is solely responsible for and will have to independently fulfill in relation to ownership or sale of such shares. Such requirements may include but are not limited to personal income tax returns or reporting statements in relation to the holding of Stock or any bank or brokerage account, the subsequent sale of Stock, and the receipt of any dividends. The Company also reserves the right to impose other requirements on Employee's participation in the Plan and any Stock acquired under the Plan to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate administration of the Plan. Such requirements and other terms and conditions to the Restricted Stock Units may be described in but are not limited to the attached Country-Specific Addendum, which constitutes part of this Agreement.

Any cross-border remittance made in relation to Restricted Stock Units (e.g., to transfer proceeds received upon the sale of Stock) must be made through a locally authorized financial institution or registered foreign exchange agency and may require Employee to provide to such entity certain information regarding the transaction. Employee further understands and agrees that the Company and any related company are neither responsible for any foreign exchange fluctuations between Employee's local currency and the United States Dollar that may affect the value of Stock (or the calculation of income or taxes, social contributions, or other charges thereunder) nor liable for any decrease in the value of Stock.

3. **Withholding of Tax.** As a condition to the grant and vesting of the Restricted Stock Units, Employee agrees that the Committee may make such provisions as it may deem appropriate for the withholding of any taxes, social contributions, hypothetical tax or any other charges which it determines is required in connection with this award of Restricted Stock Units under tax laws or regulations or pursuant to Company business practices or policies, the holding or disposition of Stock, the receipt of dividends (if any) or otherwise in relation to the Restricted Stock Units or the Stock, and, unless otherwise approved by the Committee, the Company shall either (i) reduce the number of shares of Stock that would have otherwise been delivered to Employee by a number of shares of Stock having a Fair Market Value equal to the amount required to be withheld, or (ii) withhold the appropriate amount of any taxes, social contributions, hypothetical tax or other charges or payments due in accordance with the Company's payroll procedures applicable to the Employee. Regardless of any action the Company or employer may take with respect to any or all such taxes, social contributions, or other charges, Employee acknowledges that the ultimate liability for all such amounts is and remains Employee's responsibility and may exceed the amount actually withheld. Employee further acknowledges that the Company does not commit to and is under no obligation to structure the terms or any aspect of the Restricted Stock Units to reduce or eliminate Employee's liability for such amounts or achieve any particular tax result. Applicable laws may require varying Stock valuation methods for purposes of calculating any taxes, social contributions, or other charges, and Company assumes no responsibility or liability in relation to any such valuation or for any calculation or reporting of income or taxes, social contributions, or other charges that may be required of Employee under applicable laws. Also, if Employee has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant tax event, Employee acknowledges that the Company and/or employer (or former employer, as applicable) may be required or determine that it is appropriate to withhold or account for such amounts in more than one jurisdiction, including through withholding or other charges for hypothetical tax.

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4. **Employment Relationship.** For purposes of this Agreement, Employee shall be considered to be in the employment of the Company or Subsidiary as long as Employee remains an employee of and is actively providing services to the Company or any Subsidiary, or a corporation or a subsidiary of such corporation assuming or substituting a new award for this award of Restricted Stock Units. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee, or its delegate, as appropriate, and its determination shall be final.

Nothing contained in this Agreement is intended to constitute or create a contract of employment, nor shall it constitute or create the right to remain associated with or in the employ of the Company or a related company for any particular period of time. This Agreement shall not interfere in any way with the Company or a related company's right to terminate Employee's employment at any time, subject to applicable law. Furthermore, this Agreement, the Plan, and any other Plan documents are not part of Employee's employment contract, if any, and do not guarantee either Employee's right to receive any future grants under such Agreement or Plan or the inclusion of the value of any grants in the calculation of severance payments, if any, upon termination of employment.

5. **Data Privacy.** In order to perform its obligations under the Plan or for the implementation and administration of such Plan, the Company may collect, transfer, use, process, or hold certain personal or sensitive data about Employee. Such data includes, but is not limited to Employee's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Employee explicitly consents to the collection, transfer (including to third parties in Employee's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. Employee understands that refusal or withdrawal of consent may affect Employee's ability to participate in the Plan or to realize benefits from the Restricted Stock Units. At all times, the Company shall maintain the confidentiality of Employee's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties; such actions will be undertaken by the Company only in accordance with applicable law.

6. **Mode of Communications.** By accepting this grant, Employee agrees, to the fullest extent permitted by law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company or related company may deliver in connection with this grant and any other grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company's email system or by reference to a location on the Company's intranet or website or website of the Company's agent administering the Plan. By accepting this grant, whether electronically or otherwise, Employee also hereby consents to participate in the Plan through such system, intranet, or website, including but not limited to the use of electronic signatures or click-through electronic acceptance of terms and conditions. To the extent Employee has been provided with a copy of this Agreement, the Plan, or any other documents relating to this Award in a language other than English, the English language documents will prevail in case of any ambiguities or divergences as a result of translation.

7. **Committee's Powers.** No provision contained in this Agreement shall in any way terminate, modify or alter, or be construed or interpreted as terminating, modifying or altering any of the powers, rights or authority vested in the Committee or, to the extent delegated, in its delegate pursuant to the terms of the Plan or resolutions adopted in furtherance of the Plan, including, without limitation, the right to make certain determinations and elections with respect to the Restricted Stock Units.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Employee.

9. **Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflict of laws, except to the extent that it implicates matters which are the subject of the General Corporation Law of the State of Delaware, which matters shall be governed by the latter law. For purposes of resolving any dispute that may arise directly or indirectly from this Agreement, the parties hereby agree that any such dispute that cannot be resolved by the parties shall be submitted for resolution through the Halliburton Dispute Resolution Program, which Program's last step is final and binding arbitration.

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10. **Other Terms.** The provisions of this Agreement are severable, and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized as of the date first above written.

## HALLIBURTON COMPANY

[Missing Graphic Reference]

By  
David J. Lesar  
Chairman of the Board and Chief Executive Officer

**I HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS RESTRICTED STOCK UNIT AGREEMENT DATED <<Grant\_Date>> .**

<<Acceptance\_Date>>

# NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

## Restricted Stock Plan for Non-Employee Directors

Grant Date: <<Grant\_Date>>  
 Grantee ("Director"): <<First\_Name>> <<MI>> <<Last\_Name>>  
 Aggregate Number of Units Subject to Award: <<Number\_of\_Restricted\_Units>>

**AGREEMENT** ("Agreement") made as of <<Grant\_Date>> , between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company"), and ("Director") <<First\_Name>> <<MI>> <<Last\_Name>>.

### 1. **Award.**

- (a) **Restricted Stock Units.** Pursuant to the **Restricted Stock Plan for Non-Employee Directors** (the "Plan") an Award of <<Number\_of\_Restricted\_Units>> restricted stock units, each such unit representing one share of the Company's common stock, par value \$2.50 per share ("Common Stock"), is hereby granted to Non-Employee Director subject to certain vesting and forfeiture provisions thereon (the "Restricted Stock Units").
- (b) **Issuance of Shares.** The Restricted Stock Units shall be issued and delivered pursuant to the terms as set forth in the Plan.
- (c) **Plan Incorporated.** Non-Employee Director acknowledges receipt of a copy of the Plan, and agrees that this award of Restricted Stock Units shall be subject to all of the terms and conditions set forth in the Plan, including future amendments thereto, if any, pursuant to the terms thereof, which Plan is incorporated herein by reference as a part of this Agreement.
- (d) **Forfeiture of Restricted Stock Units.** Upon termination of Board service, the Non-Employee Director shall, for no consideration, forfeit all Restricted Stock Units that have not previously vested or become vested pursuant to Section 1(e) below.
- (e) **Vesting of Restricted Stock Units.** The Restricted Stock Units shall vest in accordance with the following schedule provided that Non-Employee Director has served continuously on the Board from the date of this Agreement through the applicable vesting date:

Vesting Date	Percentage of Total Number of Restricted Stock Units Vesting
First Anniversary of the date of this Agreement	25%
Second Anniversary of the date of this Agreement	25%
Third Anniversary of the date of this Agreement	25%
Fourth Anniversary of the date of this Agreement	25%

Notwithstanding the foregoing, the Restricted Stock Units shall become fully vested upon the earliest to occur of a "separation from service" (within the meaning of Section 409A of the Internal Revenue Code and related guidance) due to the following:

- (1) Non-Employee Director's death or disability while serving as a member of the Board;
- (2) Failure of the Non-Employee Director to be re-elected to the Board after being duly nominated;
- (3) Retirement from the Board pursuant to the then existing Company policy for mandatory director retirements (mandatory retirement as of the date of this Agreement is age seventy-two);
- (4) Early retirement from the Board after four years of service; or
- (5) Removal from the Board or failure to be duly nominated for re-election to the Board, in either event, following a Corporate Change.

Notwithstanding the foregoing, the Board may, at its sole discretion, accelerate the vesting of the Restricted Stock Units.

2. **Deferral.** Non-Employee Director acknowledges that Restricted Stock Units will be settled by the delivery of shares of Common Stock no later than 60 days after the Restricted Stock Units vest unless a timely deferral election is executed and filed with the Company.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized as of the date first above written.

**HALLIBURTON  
COMPANY**

[Missing Graphic Reference]

By  
David J. Lesar  
Chairman of the Board and Chief Executive Officer

**I HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS RESTRICTED STOCK UNIT AGREEMENT DATED  
<<Grant\_Date>>.**

**<<Acceptance\_Date>>**

# NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

## Halliburton Company Stock and Incentive Plan

Grant Date: <<Grant\_Date>>  
 Grantee ("Director"): <<First\_Name>> <<MI>> <<Last\_Name>>  
 Aggregate Number of Units Subject to Award: <<Number\_of\_Restricted\_Units>>

**AGREEMENT** ("Agreement") made as of <<Grant\_Date>>, between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company"), and ("Director") <<First\_Name>> <<MI>> <<Last\_Name>>.

**1. Award.**

(a) **Units.** Pursuant to the **Halliburton Company Stock and Incentive Plan** (the "Plan") Non-Employee Director is hereby awarded <<Number\_of\_Restricted\_Units>> units (the "Restricted Stock Units") evidencing the right to receive an equivalent number of shares of the Company's common stock, par value \$2.50 per share ("Stock"), subject to the conditions of the Plan and this Agreement.

(b) **Plan Incorporated.** Non-Employee Director acknowledges receipt of a copy of the Plan, and agrees that this award of Restricted Stock Units shall be subject to all of the terms and conditions set forth in the Plan, including future amendments thereto, if any, pursuant to the terms thereof, which Plan is incorporated herein by reference as a part of this Agreement.

**2. Terms of Restricted Stock Units.** Non-Employee Director hereby accepts the Restricted Stock Units and agrees with respect thereto as follows:

(a) **Forfeiture of Restricted Stock Units.** Upon termination of Board service, the Non-Employee Director shall, for no consideration, forfeit all Restricted Stock Units that have not previously vested or become vested pursuant to Section 2(c) below.

(b) **Assignment of Restricted Stock Units Prohibited.** The Restricted Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of.

(c) **Vesting of Restricted Stock Units.** The Restricted Stock Units shall vest in accordance with the following schedule provided that Non-Employee Director has served continuously on the Board from the date of this Agreement through the applicable vesting date:

Vesting Date	Percentage of Total Number of Restricted Stock Units Vesting
First Anniversary of the date of this Agreement	25%
Second Anniversary of the date of this Agreement	25%
Third Anniversary of the date of this Agreement	25%
Fourth Anniversary of the date of this Agreement	25%

Notwithstanding the foregoing, the Restricted Stock Units shall become full vested upon the earliest to occur of a "separation from service" (within the meaning of Section 409A of the Internal Revenue Code and related guidance) due to the following:

- (1) Non-Employee Director's death or disability while serving as a member of the Board;
- (2) Failure of the Non-Employee Director to be re-elected to the Board after being duly nominated;
- (3) Retirement from the Board pursuant to the then existing Company policy for mandatory director retirements (mandatory retirement as of the date of this Agreement is age seventy-two);
- (4) Early retirement from the Board after four years of service; or
- (5) Removal from the Board or failure to be duly nominated for re-election to the Board, in either event, following a Corporate Change.

Notwithstanding the foregoing, the Board may, at its sole discretion, accelerate the vesting of the Restricted Stock Units.

- (d) **Shareholder Rights.** Non-Employee Director shall have no rights to dividends or any other rights of a shareholder with respect to shares of Stock subject to this award of Restricted Stock Units unless and until such time as the award has been settled by the transfer of shares of Stock to the Non-Employee Director. Non-Employee Director shall have the right to dividend equivalents with respect to the Restricted Stock Units for the period beginning on the date the Restricted Stock Units were granted and ending on the date Stock is delivered to the Participant in settlement of such Restricted Stock Units.
- (e) **Settlement and Delivery of Stock.** Payment of vested Restricted Stock Units shall be made as soon as administratively practicable, but no later than 60 days after vesting. Settlement will be made by payment in shares of Stock in accordance with the Plan or, if the Restricted Stock Units have been deferred, in accordance with the terms of the relevant deferral plan.

Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the delivery of shares of Stock to comply with any such law, rule, regulation or agreement.

3. **Relationship.** For purposes of this Agreement, Non-Employee Director shall be considered to be of service as a Director to the Company as long as Non-Employee Director remains an active Director of the Company, or any successor corporation. Any question as to whether and when there has been a termination of such service, and the cause of such termination, shall be determined by the Committee administering the Plan, or its delegate, as appropriate, and its determination shall be final.
  4. **Committee's Powers.** No provision contained in this Agreement shall in any way terminate, modify or alter, or be construed or interpreted as terminating, modifying or altering any of the powers, rights or authority vested in the Committee as set forth in the Plan or, to the extent delegated, in its delegate pursuant to the terms of the Plan or resolutions adopted in furtherance of the Plan, including without limitation, the right to make certain determinations and elections with respect to the Restricted Shares.
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5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Non-Employee Director.
6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized as of the date first above written.

**HALLIBURTON  
COMPANY**

[Missing Graphic Reference]

By  
David J. Lesar  
Chairman of the Board and Chief Executive Officer

**I HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS RESTRICTED STOCK UNIT AGREEMENT DATED  
<<Grant\_Date>> .**

**<<Acceptance\_Date>>**