

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
(Full Title of the Plan)

Robb L. Voyles
Executive Vice President, Interim Chief Financial Officer, 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, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

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

Smaller reporting company

Emerging growth company

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	19,000,000	\$44.93	\$853,670,000	\$98,940 (3)

- 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.
- 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 May 31, 2017.
- A registration fee of \$1,942,121.48 was paid in connection with the Registration Statement (333-201181) on Form S-4 of Halliburton Company, as filed with the Commission on December 19, 2014, to register 519,073,938 shares of common stock. The Registration Statement (333-201181) on Form S-4 was subsequently withdrawn on May 9, 2016, and all of the securities offered thereunder remain unsold. Pursuant to Rule 457(p) under the Securities Act, \$98,940 of the registration fee paid under the Registration Statement (333-201181) on Form S-4 will be used to offset against the entire amount of registration fee due for this registration statement. Accordingly, no registration fee is being paid with this registration statement.

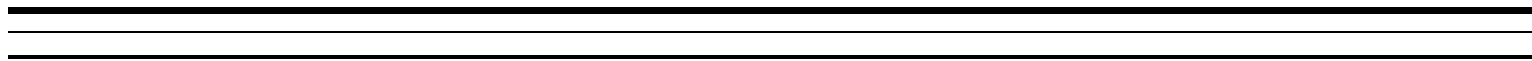


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Information Required in the Registration Statement

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, 2016 filed with the Commission on February 7, 2017 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 Bruce A. Metzinger, Vice President, Public Law and Assistant Secretary. Mr. Metzinger 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 36 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 36 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 36 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.

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	September 16, 2016	
5.1	Opinion and Consent of Bruce A. Metzinger					X
23.1	Consent of Independent Registered Public Accounting Firm.					X
23.2	Consent of Bruce A. Metzinger (contained in Exhibit 5.1).					X
24	Powers of Attorney for the following directors: Abdulaziz F. Al Khayyal William E. Albrecht Alan M. Bennett James R. Boyd Milton Carroll Nance K. Dicciani Murry S. Gerber José C. Grubisich Robert A. Malone David J. Lesar J. Landis Martin Debra L. Reed					X
99.1	Halliburton Company Stock and Incentive Plan	DEF 14-A	001-3492	Appendix B	April 7, 2017	
99.2	Form of Nonstatutory Stock Option Agreement (U.S.)					X
99.3	Form of Nonstatutory Stock Option Agreement (International)					X
99.4	Form of Restricted Stock Agreement					X
99.5	Form of Restricted Stock Unit Agreement (International)					X
99.6	Form of Restricted Stock Unit Agreement (U.S. Expat)					X
99.7	Form of Non-Employee Director Restricted Stock Agreement	S-8	333-159394	99.5	May 21, 2009	
99.8	Form of Restricted Stock Agreement (Section 16 officers)	10-K	001-3492	10.42	December 31, 2011	
99.9	Form of Non-Employee Director Restricted Stock Agreement (Stock and Incentive Plan)	10-K	001-3492	10.43	December 31, 2011	
99.10	Form of Non-Employee Director Restricted Stock Unit Agreement (Director Plan)	S-8	333-205842	99.8	July 24, 2015	
99.11	Form of Non-Employee Director Restricted Stock Unit Agreement (Stock and Incentive Plan)	S-8	333-205842	99.9	July 24, 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 June 7, 2017.

Halliburton Company

By: /s/ Robb L. Voyles

Robb L. Voyles,

Executive Vice President, Interim Chief Financial Officer, 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.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Jeffrey A. Miller</u> Jeffrey A. Miller	President, Chief Executive Officer and Director (Principal Executive Officer)	June 7, 2017
<u>/s/ Robb L. Voyles</u> Robb L. Voyles	Executive Vice President, Interim Chief Financial Officer, Secretary and General Counsel (Principal Financial Officer)	June 7, 2017
<u>/s/ Charles E. Geer, Jr.</u> Charles E. Geer, Jr.	Vice President and Corporate Controller (Principal Accounting Officer)	June 7, 2017

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Abdulaziz F. Al Khayyal

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William E. Albrecht

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Alan M. Bennett

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James R. Boyd

*
Milton Carroll

*
Nance K. Dicciani

*
Murry S. Gerber

*
José C. Grubisich

*
David J. Lesar

*
Robert A. Malone

*
J. Landis Martin

*
Debra L. Reed

Director
Director
Director
Director
Director
Director
Director
Director
Director
Director

Executive Chairman of the Board

Director
Director
Director

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

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June 7, 2017

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 19,000,000 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 8, 2017 (the "Plan") 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 Plan 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/ Bruce A. Metzinger

Bruce A. Metzinger
Vice President, Public Law and Assistant Secretary

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Halliburton Company:

We consent to the use of our reports with respect to the consolidated financial statements and the effectiveness of internal control over financial reporting, incorporated by reference herein.

/s/ KPMG LLP

KPMG LLP

Houston, Texas
June 7, 2017

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 17th day of May, 2017.

SIGNATURE

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

/s/ William E. Albrecht
William E. Albrecht

/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/ David J. Lesar
David J. Lesar

/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

NONSTATUTORY STOCK OPTION AGREEMENT TERMS AND CONDITIONS

Grant Date: <<Grant Date>>

Grantee ("Employee"): <<Participant 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, and <<Participant Name>> ("Employee"). Halliburton Company and its subsidiaries or affiliated companies are collectively referred to herein as the "Company").

To carry out the purposes of the Halliburton Company Stock and Incentive Plan (the "Plan"), by affording Employee the opportunity to purchase shares of Halliburton Company common stock, par value \$2.50 per share ("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:

- Grant of Option.** The Company hereby irrevocably grants to Employee the right and option to purchase all or any part of the number of shares of Stock set forth above at the option price indicated below (the "Option"), 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").
- 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, the fair market value of Stock shall be determined in accordance with the provisions of the Plan.

- Exercise of Option.** Subject to the earlier expiration of this Option as herein provided, this Option may be exercised by the Employee submitting online or phone instructions to the Company's Stock Plan Administrator at any time and from time to time after the date of grant hereof. Except as otherwise provided herein, this Option shall be exercisable in accordance with the vesting details for this grant displayed in the Distribution Schedule in the Employee's account at www.NetBenefits.Fidelity.com.

This Option may not be sold, assigned, pledged, exchanged, hypothecated, encumbered, disposed of, or otherwise transferred, except by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Internal Revenue Code (the "Code") or Title I of the Employee Retirement Income Security Act of 1974, as amended, or similar order, and may be exercised during Employee's lifetime only by Employee, Employee's guardian or legal representative, or a transferee under a qualified domestic relations order or similar 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, 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:

- If Employee's employment with the Company terminates by reason of disability (as determined by the Company), 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 after termination by reason of disability) 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.
- 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.
- In the event Employee's employment is terminated for any other reason, including retirement, upon the recommendation of applicable management of the Company and/or business unit, 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 retention of this Option, 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 retention of the Option pursuant to this subparagraph (c) has been approved, 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.
- If Employee's employment with the Company terminates for any reason and the provisions in subparagraphs (a) through (c) above are not applicable, this Option may be exercised by Employee only on stock market trading days 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.

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. If the Expiration Date or the last day of the applicable period provided in subparagraphs (a) through (d) above occurs on a date when the stock market is closed, the option must be exercised prior to the market close on the last stock market trading day preceding such date. Any Option not exercised by such date shall be automatically forfeited.

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 the Company'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 Company's

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 Company's 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 is 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 income to Employee for federal or state income tax purposes, FICA, or other applicable tax purposes or hypothetical withholding pursuant to any Company policy or business practice, then in any such case, Employee shall deliver to the Company at the time of such exercise or disposition, as the case may be, such amount of money or shares of Stock as the Company may require to meet its withholding obligation under applicable tax laws and regulations, and Company policies or business practices; 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 withholding to be withheld by reason of such resulting income. 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.

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 reasonable 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 federal or state securities laws. Employee also agrees (i) 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 to the Company constitute a violation of any applicable securities law, and (ii) 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, any successor corporation or a parent or subsidiary corporation (as defined in section 424 of the 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 Halliburton Company and its subsidiaries or affiliated companies for any particular period of time. This Agreement shall not interfere in any way with the 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 the 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 the 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 Option. 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.

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 Halliburton Company and its subsidiaries or affiliated companies 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. By accepting this Option, 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 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. **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.

10. **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.

11. **Compliance with Laws.** 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 or residing at the time of grant, holding, vesting, and/or exercise of this Option or at ownership or the subsequent sale of shares of Stock granted to Employee under 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 terms and conditions or procedural or regulatory requirements he/she is solely responsible for and will have to independently fulfill in relation to this Option. Such requirements may include but are not limited to personal income tax returns or reporting statements in relation to the grant, vesting or exercise of this Option, 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.

12. **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.

13. **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 Agreement shall be reformed and construed so that it would be enforceable to the maximum extent legally possible, and if it cannot be so reformed and construed, as if such unenforceable provision, or part thereof, had never been contained herein.

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

Jeffrey A. Miller
President 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>>.

<<Electronic Signature>>

<<Acceptance Date>>

OPTUS517

NONSTATUTORY STOCK OPTION AGREEMENT

Grant Date: <<Grant Date>>

Grantee ("Employee") <<Participant 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, and <<Participant Name>> ("Employee"). Halliburton Company and its subsidiaries or affiliated companies are collectively referred to herein as the "Company").

To carry out the purposes of the Halliburton Company Stock and Incentive Plan (the "Plan"), by affording Employee the opportunity to purchase shares of Halliburton Company common stock, par value \$2.50 per share ("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 to purchase all or any part of the number of shares of Stock set forth above at the option price indicated below (the "Option"), 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, the 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 the Employee submitting online or phone instructions to the Company's Stock Plan Administrator at any time and from time to time after the date of grant hereof. Except as otherwise provided herein, this Option shall be exercisable in accordance with the vesting details for this grant displayed in the Distribution Schedule in the Employee's account at 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 may not be sold, assigned, pledged, exchanged, hypothecated, encumbered, disposed of, or otherwise transferred, except by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the U.S. Internal Revenue Code (the "Code") or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar order, and may be exercised during Employee's lifetime only by Employee, Employee's guardian or legal representative, or a transferee under a qualified domestic relations order or similar 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, 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 terminates by reason of disability (as determined by the Company), 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 after termination by reason of disability) 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) In the event Employee's employment is terminated for any other reason, including retirement, upon the recommendation of applicable management of the Company and/or business unit, 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 retention of this Option, 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 retention of the Option pursuant to this subparagraph (c) has been approved, 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 and the provisions in subparagraphs (a) through (c) above are not applicable, this Option may be exercised by Employee only on stock market trading days during the 90 calendar days following Employee's termination date, (which 90-day period shall not be extended by 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 by the Company in its sole discretion),** 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 Termination Date, unless otherwise be permitted by the Company in its sole discretion.

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. If the Expiration Date or the last day of the applicable period provided in subparagraphs (a) through (d) above occurs on a date when the stock market is closed, the option must be exercised prior to the market close on the last stock market trading day preceding such date. Any Option not exercised by such date shall be automatically forfeited.

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 the Company'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 Company's 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 Company's 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.

Any cross-border remittance made to exercise this Option (or 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 this Option (or the calculation of income or taxes, social contributions, or other charges thereunder) nor liable for any decrease in the value of Stock or this Option.

4. **Withholding of Tax.** As a condition to the grant, vesting, and exercise of this Option and to the extent that the exercise of this Option, the holding or disposition of shares of Stock acquired by exercise of this Option, the receipt of dividends (if any), or any other action in connection with this Option or the Stock results in any applicable income tax or withholdings, social contributions, hypothetical withholding, required deductions, or other charges or payments under tax laws or regulations or pursuant to Company policy or business practice, then in any such case, Employee shall deliver to the Company at the time of such exercise or disposition, as the case may be, such amount of money or shares of Stock as the Company may require to meet its withholding obligation under applicable tax laws and regulations, and Company policies or business practices; 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 withholding to be withheld by reason of such resulting income. 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. Regardless of any action the Company or employer may take with respect to any or all such taxes, social contributions, hypothetical withholding 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 Option to reduce or eliminate Employee's liability for such amounts or achieve any particular tax result. Applicable laws may require varying Stock or Option valuation methods for purposes of calculating 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 deductions or other charges for hypothetical withholding.
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 reasonable 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 federal or state securities laws. Employee also agrees (i) 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 to the Company constitute a violation of any applicable securities law, and (ii) 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 and is actively providing services to Halliburton Company and its subsidiaries or affiliated companies, or a 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 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 Halliburton Company and its subsidiaries or affiliated companies for any particular period of time. This Agreement shall not interfere in any way with the 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 the 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 the 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 Option. 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.
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 Halliburton Company and its subsidiaries or affiliated companies 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. By accepting this Option, 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 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. **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.
10. **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.
11. **Compliance with Laws.** 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 or residing at the time of grant, holding, vesting, and/or exercise of this Option or at ownership or the subsequent sale of shares of Stock granted to Employee under 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 terms and conditions or procedural or regulatory requirements he/she is solely responsible for and will have to independently fulfill in relation to this Option. Such requirements may include but are not limited to personal income tax returns or reporting statements in relation to the grant, vesting or exercise of this Option, 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 this Option may be described in but are not limited to the attached Country-Specific Addendum, which constitutes part of this Agreement.
12. **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.
13. **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 Agreement shall be reformed and construed so that it would be enforceable to the maximum extent legally possible, and if it cannot be so reformed and construed, as if such unenforceable provision, or part thereof, had never been contained herein.

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

Jeffrey A. Miller
President 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>>.

<<Electronic Signature>>

<<Acceptance Date>>

RESTRICTED STOCK AGREEMENT

Grant Date: <<Grant Date>>

Grantee ("Employee"): <<Participant Name>>

Aggregate Number of Shares Subject to Award: <<Number _Restricted_Shares>>

This **RESTRICTED STOCK AGREEMENT** ("Agreement") is made as of <<Grant Date>>, between **HALLIBURTON COMPANY**, a Delaware corporation, and <<Participant Name>> ("Employee"). Halliburton Company and its subsidiaries or affiliated companies are collectively referred to herein as the "Company").

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 of Halliburton Company common stock, par value \$2.50 per share ("Stock"), shall be issued as hereinafter provided in Employee's name subject to certain restrictions thereon. The shares granted pursuant to this Agreement that are subject to Forfeiture Restrictions (as defined below) are referred to as the "Restricted Shares".
- (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.** In the event of termination of Employee's employment with the Company for any reason other than (i) death or disability as determined by the Company, or (ii) 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".
- (b) **Assignment of Restricted Shares Prohibited.** The Restricted Shares may not be sold, assigned, pledged, exchanged, hypothecated, encumbered, disposed of, or otherwise transferred, except by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Internal Revenue Code (the "Code") or Title I of the Employee Retirement Income Security Act of 1974, as amended, or similar order. The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.
- (c) **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. 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). In the event Employee's employment is terminated for any other reason, including retirement, upon the recommendation of applicable management of the Company and/or business unit, 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.
- (d) **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 or any national securities exchange.
- (e) **Value of Stock.** Employee further understands and agrees that the Company is 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.

3. **Non-Disclosure, Non-Solicit and Non-Compete Covenants.** To further align Employee's interests with the Company's long-term business interests, including the preservation of the Company's goodwill and the protection of the Confidential Business Information (as defined below) that Employee has obtained and will, necessarily continue to receive and rely on, Employee and the Company hereby agree to the following:

- (a) **Non-Disclosure of Confidential Business Information.** Employee will not at any time during employment by the Company, and for so long thereafter as the pertinent information or documentation remains confidential, use (either for the benefit of Employee or the benefit of others), publish, disclose, claim ownership of, communicate, divulge or send to others, access, or take, any Confidential Business Information or any confidential information of the vendors, consultants, affiliates, joint ventures, or customers of the Company, except as required in the conduct of the Company's business, or as otherwise authorized in writing by the Company. Employee acknowledges and agrees that any unauthorized use or disclosure of Confidential Business Information or other confidential information would cause irreparable harm to the Company. Notwithstanding the foregoing, this Agreement does not prevent Employee from: (i) making a good faith report of possible violations of applicable law to the

Securities and Exchange Commission or any other governmental agency or entity; or (ii) making disclosures that are protected under the whistleblower provisions of applicable law or receiving any award for information provided under such whistleblower provisions.

(b) **Non-Solicit and Non-Compete.** During Employee's employment with the Company and for twelve months immediately thereafter, Employee will not, other than on behalf of the Company, directly or indirectly, as a proprietor, partner, employee, agent or otherwise:

- (i) Solicit or hire any Company employee, contractor, or consultant to work for, or provide goods or services to, any other company or organization. For the purpose of this provision, "Company employee, contractor, or consultant" means any individual or entity who or which was employed or retained by, or provided goods or services to, the Company within the last twelve months of Employee's employment by the Company.
- (ii) Sell, attempt to sell, or assist in the effort of anyone else who sells or attempts to sell, any products or services which compete with products or services offered by Company to any actual or prospective customer of the Company with whom or with which Employee dealt at any time during the last twelve months of Employee's employment by the Company or about whom Employee has any Confidential Business Information.
- (iii) Participate in, work for, or provide services, in the Territory in which Employee was employed, to any person or entity that is, or is actively planning to be, a "Competitive Business." The "Territory in which Employee was employed" shall include, but not be limited to (1) Employee's geographical area of responsibility, (2) a zone of 150 miles radius from a facility, location or office of the Company in which Employee was employed during the last eighteen months of Employee's employment at the Company, and (3) all locations from which Employee regularly performed Employee's job functions or performed significant job functions, during the last eighteen months of Employee's employment at the Company. The term "Competitive Business" shall mean any business (however organized or conducted) that competes with a business in which the Company is engaged or in which the Company was actively planning to engage, at any time during the last twelve months of Employee's employment by the Company, provided that Employee was involved with or had access to Confidential Business Information regarding such business. This restriction does not prohibit Employee from working for a person or entity, even if a Competitive Business, in a capacity unrelated to the work that Employee performed for the Company, provided Employee and any new employer first provide the Company with adequate written assurances of the steps taken to ensure the protection, and to prevent the use or disclosure, of Confidential Business Information.
- (iv) Act in any capacity for or with any Competitive Business, or for or with any of their agents, if in such capacity Employee would, because of the nature of his/her role with such Competitive Business and Employee's knowledge of Confidential Business Information, inevitably use and/or disclose any Confidential Business Information in his/her work for, or on behalf of, the Competitive Business or its agent.
- (v) Otherwise interfere with, disrupt or attempt to disrupt relations between the Company and any of its employees, contractors, or consultants.

(c) **State Specific Limitations.** Employee and the Company hereby further agree that, in spite of anything in the Agreement to the contrary, if and to the extent Employee works for the Company, not including temporary assignments or business travel, in the states mentioned below, the restrictions in Paragraph 3(b) will be revised as set forth below. During any portion of Employee's employment with the Company when Employee is not assigned to one of the states listed below, this Agreement shall be enforceable in its entirety:

- (i) **California and North Dakota:** The only provisions of Paragraph 3(b) that will apply during Employee's ongoing (not temporary or business travel) assignment in California or North Dakota shall be subparagraph (i) and, to the extent necessary to protect the Company's trade secrets, subparagraphs (iv) and (v).
- (ii) **Oklahoma:** The only provisions of Paragraph 3(b) that will apply during Employee's ongoing (not temporary or business travel) assignment in Oklahoma shall be subparagraph (i), and to the extent necessary to prevent the direct solicitation of the sale of goods and/or services from the customers of the Company, subparagraph (ii), and to the extent necessary to protect the Company's trade secrets, subparagraphs (iv) and (v).
- (iii) **Louisiana:** The provisions of Paragraph 3(b) will apply during Employee's ongoing (not temporary or business travel) assignment in Louisiana in the following Louisiana parishes and municipalities: Acadia, Bienville, Bossier, Caddo, Calcasieu, Cameron, Iberia, Lafayette, Lafourche, Orleans, Plaquemines, Rapides, St. Mary, St. Martin, Terrebonne, and Vermilion.

(d) **Confidential Business Information.** As used in this Agreement, the term "Confidential Business Information" means any and all of the Company's trade secrets, confidential and/or proprietary information, and all other information and data that is not generally known to third persons who could derive economic value from its use or disclosure, including, without limitation, methods, designs, drawings, and other technical information; the methods through which the Company identifies, hires, trains and compensates its employees; details regarding the Company's employees, including their compensation, contact information, and their performance and conduct; methods to locate and qualify contractors, vendors and third party factories; the identity of the Company's contractors, vendors and third party factories; the individuals, and their contact information, at contractors, vendors and third party factories with whom the Company has dealt; the amounts and types of goods and/or services purchased in the past from contractors, vendors and third party factories; the amounts paid for such past purchases; the identity of the Company's customers; the individuals, and their contact information, at customers with whom Employee has dealt; the amounts and types of products and services purchased in the past by such customers; the amount paid for such past purchases, the timing of such past purchases, and the method of payment for such past purchases; the Company's plans for future products and services; the details of any ongoing or planned negotiations for future products and services; and the Company's plans for the future, including without limitation plans for its products and services, for geographic and customer markets, and for marketing, promoting, selling, distributing and providing its products and services.

4. **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 withholding pursuant to any Company policy or business practice, then in any such case, 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 and regulations, and Company policies or business practices; 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 withholding to be withheld by reason of such resulting income.

5. **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 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 to the Company constitute a violation of any applicable securities law, and (ii) that the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Restricted Shares.

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, any successor corporation or a parent or subsidiary corporation (as defined in section 424 of the 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.
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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 Halliburton Company and its subsidiaries or affiliated companies for any particular period of time. This Agreement shall not interfere in any way with the 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 the 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 the 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 this Agreement. 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.
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 Halliburton Company and its subsidiaries or affiliated companies 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. 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.
9. **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.
10. **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.
11. **Compliance with Laws.** Employee understands that the laws of the country in which he/she is working or residing at the time of grant or lapse of Forfeiture Restrictions of the Restricted Shares 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 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.
12. **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. Notwithstanding the foregoing, the parties agree that in addition to any other rights or remedies they may have, that either party shall be entitled, if it so elects, to institute a proceeding in any court of competent jurisdiction to obtain a preliminary injunction (with each waiving the other's obligation, if any, to post bond) in order to prevent activities in violation of the Agreement and to maintain the status quo pending resolution of the parties' dispute in accordance with the Halliburton Dispute Resolution Program.
13. **Federal Defend Trade Secrets Act Notice.** Employee is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation against the Company for reporting a suspected violation of law, Employee may disclose the Company's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.
14. **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 Agreement shall be reformed and construed so that it would be enforceable to the maximum extent legally possible, and if it cannot be so reformed and construed, as if such unenforceable provision, or part thereof, had never been contained herein. The Non-Disclosure, Non-Solicit, and Non-Compete in this Agreement shall be separate, independent and concurrently enforceable with other employee agreements that have been signed by Employee. In the event such provisions of an agreement is determined by an adjudicator as not to be enforceable, any other concurrently enforceable provisions may still be enforced.

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

Jeffrey A. Miller
President and Chief Executive Officer

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

<<Electronic Signature>>

<<Acceptance Date>>

RSA517

RESTRICTED STOCK UNIT AGREEMENT

Grant Date: <<Grant Date>>

Grantee ("Employee"): <<Participant Name>>

Aggregate Number of Units Subject to Award: <<Number_Restricted_Units>>

This **RESTRICTED STOCK UNIT AGREEMENT** ("Agreement") is made as of <<Grant Date>>, between **HALLIBURTON COMPANY**, a Delaware corporation, and <<Participant Name>> ("Employee"). Halliburton Company and its subsidiaries or affiliated companies are collectively referred to herein as the "Company").

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 evidencing the right to receive an equivalent number of shares of Halliburton Company common stock, par value \$2.50 per share ("Stock"), subject to the conditions of this Agreement. The units granted pursuant to this Agreement that are subject to Forfeiture Restrictions (as defined below) are referred to as the "Restricted Stock Units".
- (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 for any reason other than (i) death or disability as determined by the Company, or (ii) except as otherwise provided in subparagraph (c) of this Paragraph 2, Employee shall, for no consideration, forfeit to the Company all Restricted Stock Units to the extent they are not fully vested as of the Termination Date. For the avoidance of doubt, "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, encumbered, disposed of, or otherwise transferred, except by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the U.S. Internal Revenue Code (the "Code") or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar order.
- (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; provided that Employee has been continuously and actively employed by the Company 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, 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 is terminated by reason of death or disability (as determined by the Company). In the event Employee's employment is terminated for any other reason, including retirement, upon the recommendation of applicable management of the Company and/or business unit, 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, such vesting to be effective on the date of such approval or Employee's termination date, if later.

- (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 Restricted Stock Units that vest 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.

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 withholding 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 withholding 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 deductions or other charges for hypothetical withholding.

4. **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 and is actively providing services to Halliburton Company and its subsidiaries or affiliated companies, or a 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 Halliburton Company and its subsidiaries or affiliated companies for any particular period of time. This Agreement shall not interfere in any way with the 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 the 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 the 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 this Agreement. 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.
6. **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 Halliburton Company and its subsidiaries or affiliated companies 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. 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. **Compliance with Laws.** 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 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.
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.
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 Agreement shall be reformed and construed so that it would be enforceable to the maximum extent legally possible, and if it cannot be so reformed and construed, as if such unenforceable provision, or part thereof, had never been contained herein.

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

Jeffrey A. Miller
President and Chief Executive Officer

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

<<Electronic Signature>>

<<Acceptance Date>>

RSUINTL517

RESTRICTED STOCK UNIT AGREEMENT

Grant Date: <<Grant Date>>

Grantee ("Employee"): <<Participant Name>>

Aggregate Number of Units Subject to Award: <<Number_Restricted_Units>>

This **RESTRICTED STOCK UNIT AGREEMENT** ("Agreement") is made as of <<Grant Date>>, between **HALLIBURTON COMPANY**, a Delaware corporation, and <<Participant Name>> ("Employee"). Halliburton Company and its subsidiaries or affiliated companies are collectively referred to herein as the "Company").

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 evidencing the right to receive an equivalent number of shares of Halliburton Company common stock, par value \$2.50 per share ("Stock"), subject to the conditions of this Agreement. The units granted pursuant to this Agreement that are subject to Forfeiture Restrictions (as defined below) are referred to as the "Restricted Stock Units".
- (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 for any reason other than (i) death or disability as determined by the Company, or (ii) except as otherwise provided in subparagraph (c) of this Paragraph 2, Employee shall, for no consideration, forfeit to the Company all Restricted Stock Units to the extent they are not fully vested as of the Termination Date. For the avoidance of doubt, "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, encumbered, disposed of, or otherwise transferred, except by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Internal Revenue Code (the "Code") or Title I of the Employee Retirement Income Security Act of 1974, as amended, or similar order.
- (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; provided that Employee has been continuously and actively employed by the Company 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, 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 is terminated by reason of death or disability (as determined by the Company). In the event Employee's employment is terminated for any other reason, including retirement, upon the recommendation of applicable management of the Company and/or business unit, 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, such vesting to be effective on the date of such approval or Employee's termination date, if later.

- (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 Restricted Stock Units that vest 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.

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. **Non-Disclosure, Non-Solicit and Non-Compete Covenants.** To further align Employee's interests with the Company's long-term business interests, including the preservation of the Company's goodwill and the protection of the Confidential Business Information (as defined below) that Employee has obtained and will, necessarily continue to receive and rely on, Employee and the Company hereby agree to the following:

- (a) **Non-Disclosure of Confidential Business Information.** Employee will not at any time during employment by the Company, and for so long

thereafter as the pertinent information or documentation remains confidential, use (either for the benefit of Employee or the benefit of others), publish, disclose, claim ownership of, communicate, divulge or send to others, access, or take, any Confidential Business Information or any confidential information of the vendors, consultants, affiliates, joint ventures, or customers of the Company, except as required in the conduct of the Company's business, or as otherwise authorized in writing by the Company. Employee acknowledges and agrees that any unauthorized use or disclosure of Confidential Business Information or other confidential information would cause irreparable harm to the Company. Notwithstanding the foregoing, this Agreement does not prevent Employee from: (i) making a good faith report of possible violations of applicable law to the Securities and Exchange Commission or any other governmental agency or entity; or (ii) making disclosures that are protected under the whistleblower provisions of applicable law or receiving any award for information provided under such whistleblower provisions.

(b) Non-Solicit and Non-Compete. During Employee's employment with the Company and for twelve months immediately thereafter, Employee will not, other than on behalf of the Company, directly or indirectly, as a proprietor, partner, employee, agent or otherwise:

- (i) Solicit or hire any Company employee, contractor, or consultant to work for, or provide goods or services to, any other company or organization. For the purpose of this provision, "Company employee, contractor, or consultant" means any individual or entity who or which was employed or retained by, or provided goods or services to, the Company within the last twelve months of Employee's employment by the Company.
- (ii) Sell, attempt to sell, or assist in the effort of anyone else who sells or attempts to sell, any products or services which compete with products or services offered by Company to any actual or prospective customer of the Company with whom or with which Employee dealt at any time during the last twelve months of Employee's employment by the Company or about whom Employee has any Confidential Business Information.
- (iii) Participate in, work for, or provide services, in the Territory in which Employee was employed, to any person or entity that is, or is actively planning to be, a "Competitive Business." The "Territory in which Employee was employed" shall include, but not be limited to (1) Employee's geographical area of responsibility, (2) a zone of 150 miles radius from a facility, location or office of the Company in which Employee was employed during the last eighteen months of Employee's employment at the Company, and (3) all locations from which Employee regularly performed Employee's job functions or performed significant job functions, during the last eighteen months of Employee's employment at the Company. The term "Competitive Business" shall mean any business (however organized or conducted) that competes with a business in which the Company is engaged or in which the Company was actively planning to engage, at any time during the last twelve months of Employee's employment by the Company, provided that Employee was involved with or had access to Confidential Business Information regarding such business. This restriction does not prohibit Employee from working for a person or entity, even if a Competitive Business, in a capacity unrelated to the work that Employee performed for the Company, provided Employee and any new employer first provide the Company with adequate written assurances of the steps taken to ensure the protection, and to prevent the use or disclosure, of Confidential Business Information.
- (iv) Act in any capacity for or with any Competitive Business, or for or with any of their agents, if in such capacity Employee would, because of the nature of his/her role with such Competitive Business and Employee's knowledge of Confidential Business Information, inevitably use and/or disclose any Confidential Business Information in his/her work for, or on behalf of, the Competitive Business or its agent.
- (v) Otherwise interfere with, disrupt or attempt to disrupt relations between the Company and any of its employees, contractors, or consultants.

(c) State Specific Limitations. Employee and the Company hereby further agree that, in spite of anything in the Agreement to the contrary, if and to the extent Employee works for the Company, not including temporary assignments or business travel, in the states mentioned below, the restrictions in Paragraph 3(b) will be revised as set forth below. During any portion of Employee's employment with the Company when Employee is not assigned to one of the states listed below, this Agreement shall be enforceable in its entirety:

- (i) **California and North Dakota:** The only provisions of Paragraph 3(b) that will apply during Employee's ongoing (not temporary or business travel) assignment in California or North Dakota shall be subparagraph (i) and, to the extent necessary to protect the Company's trade secrets, subparagraphs (iv) and (v).
- (ii) **Oklahoma:** The only provisions of Paragraph 3(b) that will apply during Employee's ongoing (not temporary or business travel) assignment in Oklahoma shall be subparagraph (i), and to the extent necessary to prevent the direct solicitation of the sale of goods and/or services from the customers of the Company, subparagraph (ii), and to the extent necessary to protect the Company's trade secrets, subparagraphs (iv) and (v).
- (iii) **Louisiana:** The provisions of Paragraph 3(b) will apply during Employee's ongoing (not temporary or business travel) assignment in Louisiana in the following Louisiana parishes and municipalities: Acadia, Bienville, Bossier, Caddo, Calcasieu, Cameron, Iberia, Lafayette, Lafourche, Orleans, Plaquemines, Rapides, St. Mary, St. Martin, Terrebonne, and Vermilion.

(d) Confidential Business Information. As used in this Agreement, the term "Confidential Business Information" means any and all of the Company's trade secrets, confidential and/or proprietary information, and all other information and data that is not generally known to third persons who could derive economic value from its use or disclosure, including, without limitation, methods, designs, drawings, and other technical information; the methods through which the Company identifies, hires, trains and compensates its employees; details regarding the Company's employees, including their compensation, contact information, and their performance and conduct; methods to locate and qualify contractors, vendors and third party factories; the identity of the Company's contractors, vendors and third party factories; the individuals, and their contact information, at contractors, vendors and third party factories with whom the Company has dealt; the amounts and types of goods and/or services purchased in the past from contractors, vendors and third party factories; the amounts paid for such past purchases; the identity of the Company's customers; the individuals, and their contact information, at customers with whom Employee has dealt; the amounts and types of products and services purchased in the past by such customers; the amount paid for such past purchases, the timing of such past purchases, and the method of payment for such past purchases; the Company's plans for future products and services; the details of any ongoing or planned negotiations for future products and services; and the Company's plans for the future, including without limitation plans for its products and services, for geographic and customer markets, and for marketing, promoting, selling, distributing and providing its products and services.

4. 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 withholding 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 withholding 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 deductions or other charges for hypothetical withholding.

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 and is actively providing services to Halliburton Company and its subsidiaries or affiliated companies, or a 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 Halliburton Company and its subsidiaries or affiliated companies for any particular period of time. This Agreement shall not interfere in any way with the 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 the 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 the 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 this Agreement. 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 Halliburton Company and its subsidiaries or affiliated companies 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. 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.
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 Stock Units.
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 Laws.** 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 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.
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. Notwithstanding the foregoing, the parties agree that in addition to any other rights or remedies they may have, that either party shall be entitled, if it so elects, to institute a proceeding in any court of competent jurisdiction to obtain a preliminary injunction (with each waiving the other's obligation, if any, to post bond) in order to prevent activities in violation of the Agreement and to maintain the status quo pending resolution of the parties' dispute in accordance with the Halliburton Dispute Resolution Program.
12. **Federal Defend Trade Secrets Act Notice.** Employee is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation against the Company for reporting a suspected violation of law, Employee may disclose the Company's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

13. **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 Agreement shall be reformed and construed so that it would be enforceable to the maximum extent legally possible, and if it cannot be so reformed and construed, as if such unenforceable provision, or part thereof, had never been contained herein. The Non-Disclosure, Non-Solicit, and Non-Compete in this Agreement shall be separate, independent and concurrently enforceable with other employee agreements that have been signed by Employee. In the event such provisions of an agreement is determined by an adjudicator as not to be enforceable, any other concurrently enforceable provisions may still be enforced.

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

Jeffrey A. Miller
President and Chief Executive Officer

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

<<Electronic Signature>>

<<Acceptance Date>>

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