

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.)

5 Houston Center

1401 McKinney, Suite 2400

Houston, Texas 77010
(Address of Principal Executive Offices) (Zip Code)

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

Albert O. Cornelison, Jr.
Executive Vice President and General Counsel
Halliburton Company
5 Houston Center
1401 McKinney, Suite 2400
Houston, Texas 77010

(Name and Address of Agent For Service)

(713) 759-2600

(Telephone Number, including area code, of agent for service)

Copies to:
Jonathan M. Ocker, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
(415) 773-5595

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

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

(Calculation of Registration Fee on following page)

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Unit (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Halliburton Company Stock and Incentive Plan, Common Stock, \$2.50 par value per share	34,959,680	\$21.50	\$751,633,120	\$41,941
Halliburton Company Employee Stock Purchase Plan, Common Stock, \$2.50 par value per share	20,000,000	\$21.50	\$430,000,000	\$23,994
Total	54,959,680	\$21.50		\$65,935

(1) This Registration Statement shall also cover any additional shares of Registrant's common stock that become issuable in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of the outstanding shares of Registrant's common stock.

(2) Estimated in accordance with Rules 457(c) and (h) of the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee. Computation based upon the average of

the high and low prices of the Registrant's common stock as reported on the NYSE on May 19, 2009.

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PART II

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, 2008 filed with the Commission on February 18, 2009 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.

Not applicable.

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 its directors, officers, employees, and agents. Indemnification is allowed in connection with threatened, pending, or completed actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, other than an action by or in right of the corporation, brought against them by reason of the fact that they were or are directors, officers, employees, or agents, for:

- expenses, judgments, and fines; and
- amounts paid in settlement actually and reasonably incurred in any action, suit, or proceeding.

The Tenth Article of the Registrant's restated certificate of incorporation together with Section 32 of its by-laws provide for indemnification of each person who is or was made a party to any actual or threatened 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 indemnification provisions of the Registrant's restated certificate of incorporation and the by-laws were adopted or as may be amended. Section 32 of the Registrant's by-laws and the Tenth Article of its restated certificate of incorporation expressly provide that they are not the exclusive methods of indemnification.

Section 32 of the by-laws provides that the Registrant may maintain insurance, at its own expense, to protect itself and any director, officer, employee, or agent of the Registrant or of another entity against any expense, liability, or loss. 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 unauthorized acquisitions or redemptions of, or 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		Exhibit	Filing Date	Filed Herewith
		Form	File No.			
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	December 5, 2008	
5.1	Opinion and Consent of Orrick, Herrington & Sutcliffe LLP					X
23.1	Consent of Independent Registered Public Accounting Firm.					X
23.2	Consent of Orrick, Herrington & Sutcliffe LLP (contained in Exhibit 5.1).					X
24	Powers of Attorney for the following directors:					X
	Alan M. Bennett					
	James R. Boyd					
	Milton Carroll					
	S. Malcolm Gillis					
	James T. Hackett					
	Robert A. Malone					
	J. Landis Martin					
	Jay A. Precourt					

99.1	Halliburton Company Stock and Incentive Plan	DEF 14-A	001-3492	Appendix B	April 6, 2009	
99.2	Form of Nonstatutory Stock Option Agreement					X
99.3	Form of Restricted Stock Agreement					X
99.4	Form of Restricted Stock Unit Agreement					X
99.5	Form of Non-Employee Director Restricted Stock Agreement					X
99.6	Halliburton Company Employee Stock Purchase Plan	DEF 14-A	001-3492	Appendix C	April 6, 2009	

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 May 20, 2009.

Halliburton Company

By: /s/ Albert O. Cornelison, Jr.
Albert O. Cornelison, Jr.,
Executive Vice President 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.

Signature	Title	Date
/s/ David J. Lesar David J. Lesar	Chairman of the Board, President and Chief Executive Officer and Director (Principal Executive Officer)	May 20, 2009
/s/ Mark A. McCollum Mark A. McCollum	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 20, 2009
/s/ Evelyn M. Angelle Evelyn M. Angelle	Vice President, Corporate Controller, and Principal Accounting Officer	May 20, 2009

*
Alan M. Bennett
*
James R. Boyd
*
Milton Carroll
*
S. Malcolm Gillis
*
James T. Hackett
*
Robert A. Malone
*
J. Landis Martin
*
Jay A. Precourt
*
Debra L. Reed
By: */s/ Albert O. Cornelison, Jr.
 Albert O. Cornelison, Jr.
 Attorney-in-fact

Director
Director
Director
Director
Director
Director
Director
Lead Director
Director
Director

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99.2	Form of Nonstatutory Stock Option Agreement					X
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May 20, 2009

Halliburton Company

5 Houston Center

1401 McKinney, Suite 2400

Houston, TX 77010

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

At your request, we are rendering this opinion in connection with the proposed issuance of up to 54,959,680 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 11, 2009, and the Employee Stock Purchase Plan, as amended and restated effective as of February 11, 2009 (collectively, the "Plans"), and pursuant to a Registration Statement on Form S-8.

We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we 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 us as copies; and (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in the records, documents, instruments and certificates we have reviewed.

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

We 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 our name wherever it appears in said Registration Statement. In giving such consent, we do not consider that we are "experts" 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/ Orrick, Herrington & Sutcliffe LLP

Orrick, Herrington & Sutcliffe LLP

Consent of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Halliburton Company:

We consent to the incorporation by reference in the registration statement on Form S-8 of Halliburton Company, of our reports dated February 16, 2009, with respect to the consolidated balance sheets of Halliburton Company and subsidiaries as of December 31, 2008 and 2007, and the related consolidated statements of operations, shareholders' equity and cash flows, for each of the years in the three-year period ended December 31, 2008, the effectiveness of internal control over financial reporting, and the related financial statement schedule (Schedule II), which reports appear in the December 31, 2008, Annual Report on Form 10-K of Halliburton Company. Our report on the financial statements referred to above, refers to a change in the methods of accounting for uncertainty in income taxes as of January 1, 2007 and accounting for defined benefit and other postretirement plans as of December 31, 2006.

/s/ KPMG

Houston, Texas
May 20, 2009

May 20, 2009

Halliburton Company

5 Houston Center

1401 McKinney, Suite 2400

Houston, TX 77010

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We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we 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 us as copies; and (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in the records, documents, instruments and certificates we have reviewed.

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

We 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 our name wherever it appears in said Registration Statement. In giving such consent, we do not consider that we are "experts" 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/ Orrick, Herrington & Sutcliffe LLP

Orrick, Herrington & Sutcliffe LLP

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 Company, does hereby appoint Albert O. Cornelison, Jr. and Sherry D. Williams, 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 or her 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 20th day of May 2009.

SIGNATURE

/s/ Alan M. Bennett
Alan M. Bennett

/s/ James R. Boyd
James R. Boyd

/s/ Milton Carroll
Milton Carroll

/s/ Malcolm Gillis
S. Malcolm Gillis

s/ James T. Hackett
James T. Hackett

/s/ Robert A. Malone
Robert A. Malone

/s/ J. Landis Martin
J. Landis Martin

/s/ Jay A. Precourt
Jay A. Precourt

/s/ Debra L. Reed
Debra L. Reed

**NONSTATUTORY STOCK OPTION AGREEMENT
TERMS AND CONDITIONS**

Grant Date:	<<Grant Date>>
Grantee ("Employee"):	«First_Name» «Last_Name»
Aggregate Number of Shares Subject to Option:	«Number of Stock_Options»
Option Price:	\$«Grant_Price»
Expiration:	T e n (1 0) y e a r s

AGREEMENT made as of the Xth day of Month CCYY, between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company"), and <<First Name>> <<Last Name>> ("Employee").

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

- Grant of Option.** The Company hereby irrevocably grants to Employee the right and option ("Option") to purchase all or any part of the number of shares of Stock set forth on the preceding page at the option price indicated below, on the terms and conditions set forth herein and in the Plan, which Plan is incorporated herein by reference as a part of this Agreement. This Option shall not be treated as an incentive stock option within the meaning of section 422(b) of the Internal Revenue Code of 1986, as amended (the "Code").
- Option Price.** The purchase price of Stock to be paid by Employee pursuant to the exercise of this Option shall be «Grant_Price» per share, which has been determined to be not less than the fair market value of the Stock at the date of grant of this Option. For all purposes of this Agreement, fair market value of Stock shall be determined in accordance with the provisions of the Plan.
- Exercise of Option.** Subject to the earlier expiration of this Option as herein provided, this Option may be exercised, by notice to the Company at its principal executive office addressed to the attention of its Vice President and Secretary, or to the Company's agent administering the Plan, at any time and from time to time after the date of grant hereof, but, except as otherwise provided below, this Option shall not be exercisable for more than a percentage of the aggregate number of shares of Stock offered by this Option determined by the number of full years from the date of grant hereof to the date of such exercise, in accordance with the following schedule:

<u>Percentage of Stock</u>	<u>That May be Purchased</u>
<u>Number of Full Years</u>	
Less than 1 year	0%
1 year	33-1/3%
2 years	67%
3 years	100%

This Option is not transferable otherwise than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Code 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. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or of such rights contrary to the provisions hereof or in the Plan, or upon the levy of any attachment or similar process upon this Option or such rights this Option and such rights shall immediately become null and void. This Option may be exercised only while Employee remains an employee of the Company, subject to the following exceptions:

- If Employee's employment with the Company terminates by reason of disability (disability being defined as being physically or mentally incapable of performing either the Employee's usual duties as an Employee or any other duties as an Employee that the Company reasonably makes available and such condition is likely to remain continuously and permanently, as determined by the Company or employing subsidiary), this Option may be exercised in full by Employee (or Employee's estate or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of Employee) at any time during the period ending on the earlier of the Expiration Date (as defined below) or the third anniversary of the date of Employee's termination of employment.
- 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.
- If Employee's employment with the Company terminates by reason of normal retirement at or after age 65, this 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. In connection with the termination of Employee's employment with the Company by reason of early retirement, applicable management of the Company and/or business unit may recommend to the Committee or its delegate, as applicable, that this Option be retained. In such event, the Committee or its delegate, as the case may be, shall consider such recommendation and may, in the Committee's or such delegate's sole discretion, approve the retention of this Option following such early retirement, in which case the Option may be exercised by Employee at any time during the period ending on the Expiration Date, but only as to the number of shares of Stock Employee was entitled to purchase on the date of such exercise in accordance with the schedule set forth above. If, after retirement as set forth above, Employee should die, this Option may be exercised in full by Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Employee) during the period ending on the earlier of the Expiration Date or the third anniversary of the date of Employee's death.
- If Employee's employment with the Company terminates for any reason other than those set forth in subparagraphs (a) through (c) above, this Option may be exercised by Employee only during the 30 calendar days following Employee's termination date, (which 30-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 30-day period, but in each case only as to the number of shares of Stock Employee was entitled to purchase hereunder upon exercise of this Option as of the date Employee's employment so terminates. Any Options not exercised during the applicable period shall be automatically forfeited.

This Option shall not be exercisable in any event prior to the expiration of six months from the date of grant hereof or after the expiration of ten years from the date of grant hereof (the "Expiration Date") notwithstanding anything hereinabove contained. The purchase price of Stock as to which this Option is exercised shall be paid in full at the time of exercise (a) in cash (including check, bank draft or money order payable to the order of the Company), (b) by delivering to the Company shares of Stock having a fair market value equal to the purchase price and which Stock, if acquired from the Company, have been held by Employee for more than six months, or (c) by a combination of cash or Stock. Payment may also be made by delivery (including by facsimile transmission) to the Company of an executed irrevocable option exercise form, coupled with irrevocable instructions to a broker-dealer designated by the Company to simultaneously sell a sufficient number of the share of Stock as to which the Option is exercised and deliver directly to the Company that portion of the sales proceeds representing the exercise price. No fraction of a share of Stock shall be issued by the Company upon exercise of an Option or accepted by the Company in payment of the purchase price thereof; rather, Employee shall provide a cash payment for such amount as is necessary to effect the issuance and acceptance of only whole shares of Stock. Unless and until a certificate or certificates representing such Stock shall have been issued by the Company to Employee, Employee (or the person permitted to exercise this Option in the event of Employee's death) shall not be or have any of the rights or privileges of a shareholder of the Company with respect to Stock acquirable upon an exercise of this Option.

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

- Withholding of Tax.** To the extent that the exercise of this Option or the disposition of shares of Stock acquired by exercise of this Option results in compensation income to Employee for federal or state income tax purposes, Employee shall deliver to the Company at the time of such exercise or disposition such amount of money or shares of Stock as the Company may require to meet its withholding obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold from any cash or Stock remuneration then or hereafter

payable to Employee any tax required to be withheld by reason of such resulting compensation income. Upon an exercise of this Option, the Company is further authorized in its discretion to satisfy any such withholding requirement 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 its best efforts to ensure that no such delay will occur. In the event exemption from registration under the Act is available upon an exercise of this Option, Employee (or the person permitted to exercise this Option in the event of Employee's death or incapacity), if requested by the Company to do so, will execute and deliver to the Company in writing an agreement containing such provisions as the Company may require to assure compliance with applicable securities laws.

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

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

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

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

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

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 document will prevail in case of any ambiguities or divergences as a result of translation.

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

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

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

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

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

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

HALLIBURTON COMPANY

[Missing Graphic Reference]

By:

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

I HEREBY AGREE TO THE TERMS AND CONDITIONS, INCLUDING THE 30 DAY CONDITION SET FORTH IN SECTION 3(d), HEREINAFTER SET FORTH IN THIS NONSTATUTORY STOCK OPTION AGREEMENT DATED <<Grant Date>>.

<<Acceptance Date>>

RESTRICTED STOCK AGREEMENT

Grant Date:
 Grantee ("Employee"):
 Aggregate Number of Shares Subject to Award:
 Restriction Period

G r a n t D a t e
 «First_Name» «MI» «Last_Name»
 «Number_Restricted_Shares»
 ☐ 60; 5 year restriction period

This RESTRICTED STOCK AGREEMENT ("Agreement") is made as of Grant Date, between HALLIBURTON COMPANY, a Delaware corporation (the "Company"), and «First_Name» «MI» «Last_Name» ("Employee").

1. Award.

- (a) Shares. Pursuant to the Halliburton Company Stock and Incentive Plan (the "Plan") the aggregate number of shares subject to award set forth above (the "Restricted Shares") of the Company's common stock, par value \$2.50 per share ("Stock"), shall be issued as hereinafter provided in Employee's name subject to certain restrictions thereon.
- (b) Issuance of Restricted Shares. The Restricted Shares shall be issued upon acceptance hereof by Employee and upon satisfaction of the conditions of this Agreement.
- (c) Plan Incorporated. Employee acknowledges receipt of a copy of the Plan, and agrees that this award of Restricted Shares shall be subject to all of the terms and conditions set forth in the Plan, including future amendments thereto, if any, pursuant to the terms thereof, which Plan is incorporated herein by reference as a part of this Agreement. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan.

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

- (a) Forfeiture Restrictions. The Restricted Shares may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent then subject to the Forfeiture Restrictions (as hereinafter defined), and in the event of termination of Employee's employment with the Company or employing subsidiary for any reason other than (i) normal retirement on or after age sixty-five, (ii) death or (iii) disability as determined by the Company or employing subsidiary, or except as otherwise provided in the last sentence of subparagraph (b) of this Paragraph 2, Employee shall, for no consideration, forfeit to the Company all Restricted Shares to the extent then subject to the Forfeiture Restrictions. The prohibition against transfer and the obligation to forfeit and surrender Restricted Shares to the Company upon termination of employment are herein referred to as "Forfeiture Restrictions." The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.
- (b) Lapse of Forfeiture Restrictions. The Forfeiture Restrictions shall lapse as to the Restricted Shares in accordance with the following schedule provided that Employee has been continuously employed by the Company from the date of this Agreement through the lapse date:

Percentage of Total Number of Restricted Shares as to Which Forfeiture <u>Lapse Date</u>	<u>Restrictions Lapse</u>
First Anniversary of the date of this Agreement	20%
Second Anniversary of the date of this Agreement	20%
Third Anniversary of the date of this Agreement	20%
Fourth Anniversary of the date of this Agreement	20%
Fifth Anniversary of the date of this Agreement	20%

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, disability (as determined by the Company or employing subsidiary) or normal retirement on or after age sixty-five. In the event Employee's employment is terminated for any other reason, including retirement prior to age sixty-five with the approval of the Company or employing subsidiary, the Committee which administers the Plan (the "Committee") or its delegate, as appropriate, may, in the Committee's or such delegate's sole discretion, approve the lapse of Forfeiture Restrictions as to any or all Restricted Shares still subject to such restrictions, such lapse to be effective on the date of such approval or Employee's termination date, if later.

- (c) Certificates. The Restricted Shares shall be represented by a stock certificate or 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. The certificate shall bear a legend evidencing the nature of the Restricted Shares, and the Company may cause the certificate to be delivered upon issuance to the Secretary of the Company or to such other depository as may be designated by the Company as a depository for safekeeping until the forfeiture occurs or the Forfeiture Restrictions lapse pursuant to the terms of the Plan and this award. Upon request of the Committee or its delegate, Employee shall deliver to the Company a stock power, endorsed in blank, relating to the Restricted Shares then subject to the Forfeiture Restrictions. Upon the lapse of the Forfeiture Restrictions without forfeiture, the Company shall cause a new certificate or certificates to be issued without legend or a book entry transaction registered in the name of Employee for the shares upon which Forfeiture Restrictions lapsed. Notwithstanding any other provisions of this Agreement, the issuance or delivery of any shares of Stock (whether subject to restrictions or unrestricted) may be postponed for such period as may be required to comply with applicable requirements of any national securities exchange or any requirements under any law or regulation applicable to the issuance or delivery of such shares. The Company shall not be obligated to issue or deliver any shares of Stock if the issuance or delivery thereof shall constitute a violation of any provision of any law or of any regulation of any governmental authority or any national securities exchange.

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

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

3. Withholding of Tax. To the extent that the receipt of the Restricted Shares or the lapse of any Forfeiture Restrictions results in income to Employee for federal or state income tax purposes, FICA or other applicable tax purposes, then in accordance with the Company's Business Practice, Employee shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of shares of unrestricted Stock as the Company may require to meet its withholding obligation under applicable tax laws or regulations, 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 required to be withheld by reason of such resulting compensation income.

4. Status of Stock. Employee agrees that the Restricted Shares will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal or state securities laws. Employee also agrees (i) that the certificates representing the Restricted Shares may bear such legend or legends as the Company deems appropriate in order to

assure compliance with applicable securities laws, (ii) that the Company may refuse to register the transfer of the Restricted Shares on the stock transfer records of the Company if such proposed transfer would be in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law and (iii) that the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Restricted Shares.

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

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

6. **Data Privacy.** In order to perform its obligations under the Plan or for the implementation and administration of such Plan, the Company may collect, transfer, use, process, or hold certain personal or sensitive data about Employee. Such data includes, but is not limited to Employee's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Employee explicitly consents to the collection, transfer (including to third parties in Employee's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. At all times, the Company shall maintain the confidentiality of Employee's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties; 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 document that the Company or related company may deliver in connection with this grant and any other grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company's email system or by reference to a location on the Company's intranet or website.

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

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

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

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

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

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

HALLIBURTON COMPANY
[Missing Graphic Reference]

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

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

<Acceptance Date>

RESTRICTED STOCK UNIT AGREEMENT

Grant Date: 0; <<Grant Date>>
 Grantee ("Employee"): 6 0 ; «First_Name» «MI» «Last_Name»
 Aggregate Number of Units Subject to Award: «Number _Restricted_Units»
 Restriction Period: &# 160; 5 year restriction period

This RESTRICTED STOCK UNIT AGREEMENT ("Agreement") is made as of <<Grant Date>>, between HALLIBURTON COMPANY, a Delaware corporation (the "Company"), and «First_Name» «MI» «Last_Name» ("Employee").

1. Award.

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

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

2. Terms of Restricted Stock Units.

Employee hereby accepts the Restricted Stock Units and agrees with respect thereto as follows:

(a) **Forfeiture of Restricted Stock Units.** In the event of termination of Employee's employment with the Company or employing Subsidiary for any reason other than (i) normal retirement on or after age sixty-five, (ii) death or (iii) disability as determined by the Company or employing Subsidiary, or except as otherwise provided in subparagraph (c) of this Paragraph 2, Employee shall, for no consideration, forfeit all Restricted Stock Units to the extent they are not fully vested.

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

(c) **Vesting Schedule.** The Restricted Stock Units shall vest in accordance with the following schedule provided that Employee has been continuously employed by the Company from the date of this Agreement through the applicable vesting date:

<u>Vesting Date</u>	<u>Percentage of Total Number of Restricted Stock Units Vesting</u>
First Anniversary of the date of this Agreement	20%
Second Anniversary of the date of this Agreement	20%
Third Anniversary of the date of this Agreement	20%
Fourth Anniversary of the date of this Agreement	20%
Fifth Anniversary of the date of this Agreement	20%

Notwithstanding the foregoing, 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, disability (as determined by the Company or employing Subsidiary) or normal retirement on or after age sixty-five. In the event Employee's employment is terminated for any other reason, including retirement prior to age sixty-five with the approval of the Company or employing Subsidiary, the Committee which administers the Plan (the "Committee") or its delegate, as appropriate, may, in the Committee's or such delegate's sole discretion, approve the acceleration of the vesting of any or all Restricted Stock Units not theretofore vested, such vesting to be effective on the date of such approval or Employee's termination date, if later.

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

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

Furthermore, Employee understands that the laws of the country in which he/she is working at the time of grant 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 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.

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

3. **Withholding of Tax.** The Committee may make such provisions as it may deem appropriate for the withholding of any taxes which it determines is required in connection with this award of Restricted Stock Units, 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 due in accordance with the Company's payroll procedures applicable to the Employee.

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 the Company or any Subsidiary, or a corporation or a subsidiary of such corporation assuming or substituting a new award for this award of Restricted Stock Units. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee, or its delegate, as appropriate, and its determination shall be final.

Nothing contained in this Agreement is intended to constitute or create a contract of employment, nor shall it constitute or create the right to remain associated with or in the employ of the Company or a related company for any particular period of time. This Agreement shall not interfere in any way with the Company or a related company's right to terminate Employee's employment at any time. Furthermore, this Agreement, the Plan, and any other Plan documents are not part of Employee's employment contract, if any, and do no guarantee either Employee's right to receive any future grants under such Agreement or Plan or the inclusion of the value of any grants in the calculation of severance payments, if any upon termination of employment.

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

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

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

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

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

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

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

HALLIBURTON COMPANY
[Missing Graphic Reference]

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

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

<<Acceptance Date>>

**Halliburton Company
Stock and Incentive Plan (the "Plan")**

**Grant Agreement
Country-Specific Addendum**

This Addendum includes additional country-specific notices, disclaimers, and/or terms and conditions that apply to residents of the countries listed below and that may be material to your participation in the Plan. Unless otherwise noted below, capitalized terms shall take the same definitions assigned to them under the Plan and your grant agreement. This Addendum forms part of your grant agreement and should be read in conjunction with the Plan.

- Argentina** **Foreign Exchange Information**
US dollar transactions must be conducted through financial intermediaries authorized by the Argentine Central Bank. Transactions which in the aggregate exceed US \$2 million or its equivalent, per individual per month, are subject to prior approval of the Central Bank. US dollar proceeds from an option exercise or other sale of stock by a participant, when remitted to Argentina, are subject to conversion to Argentine pesos at applicable exchange rates and subject to any applicable regulations of the Central Bank. In addition, the transfer of funds into Argentina as a repatriation of a portfolio investment abroad may be subject to a 365-day deposit and holding with an Argentine financial institution. Please confirm the foreign exchange requirements with your local bank before any transfer of funds in or out of Argentina.
- Brazil** **Foreign Exchange Information**
The regulations of the Central Bank of Brazil governing investments abroad are subject to change at any time and such changes could affect your ability to exercise options or receive cash proceeds from option exercises. Please check with your local equity coordinator about any currently effective restrictions before exercising your options. Additionally, you are required to report to the Central Bank of Brazil, on a yearly basis, the value of any and all assets held abroad (including Halliburton shares) if the value of such assets equals or exceeds US \$100,000, as well as any capital gain, dividend or profit attributable to such assets.
- Canada** **Consent to Receive Information in English (Quebec Employees)**
I acknowledge that it is the express wish of the parties that this agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be written in English.
- Je reconnais que c'est mon souhait exprès d'avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.
- China** **Foreign Exchange Information**
Due to foreign exchange restrictions in China, you are required to repatriate all proceeds from the sale of shares that have been issued to you under an award through a special-purpose foreign exchange account. For further details, please see the separate communications and Agreement of Restricted Stock Unit Lapse Acknowledgment Letter regarding awards in China.
- France** **Foreign Exchange Information**
Residents of France with foreign account balances in excess of EUR 1 million or its equivalent must report monthly to the Bank of France.
- Securities Law Notice**
This offer has not been filed with the Autorité des marchés financiers. You may only participate in this offer on your own account. Any public offering of shares purchased through this offer must be made in accordance with Article L. 211-1 I of the French Monetary and Financial Code.
- India** **Foreign Exchange Information**
You are required to repatriate to India any cash balances received in respect of dividends within seven (7) days of receipt. In addition, any payments received in relation to fractional shares and any cash balance received as a result of the sale of shares acquired under Halliburton's programs must be repatriated to India within ninety (90) days of receipt. Please note that you should keep the remittance certificate received from the bank where foreign currency is deposited in the event that the Reserve Bank of India, Halliburton or your employer requests proof of repatriation.
- Italy** **Data Privacy Notice**
Pursuant to Legislative Decree no. 196/2003, the Controller of personal data processing is Halliburton, with registered offices at Houston, Texas, U.S.A., and its representative in Italy for privacy purposes is: Halliburton Italiana S.p.A.
- I understand that data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.
- The processing activity, including the communication and transfer of my data abroad, including outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require my consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan. I understand that the use of my data will be minimized where it is not necessary for the implementation, administration and management of the Plan. I further understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, I have the right to, including but not limited to, access, delete, update, ask for rectification of my data and stop, for legitimate reason, the data processing. Furthermore, I am aware that my data will not be used for direct marketing purposes.
- Kuwait** **Securities Law Notice**
The information contained herein is intended solely for your use; it is confidential and privileged and is not intended to be circulated to any other person or party other than eligible employees or published by any means. You may not rely on the information contained herein for any purpose other than in relation to this offer and any share purchase or award hereunder.
- Malaysia** **Securities Law Notice**
The grant of Halliburton stock incentive awards in Malaysia constitutes or relates to an 'excluded offer,' 'excluded invitation,' or 'excluded issue' pursuant to Section 229 and Section 230 of the CMSA, and as a consequence no prospectus is required to be registered with the Securities Commission of Malaysia.
- The award documents do not constitute and may not be used for the purpose of a public offering or an issue, offer for subscription or purchase, invitation to subscribe for or purchase any securities requiring the registration of a prospectus with the Securities Commission in Malaysia under the CMSA.
- Mexico** **Labor Law Acknowledgment**
In accepting this grant, you expressly recognize that Halliburton, with registered offices at 5 Houston Center, 1401 McKinney Street, Suite 2400, Houston, TX, 77010, U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between yourself and Halliburton since you are participating in the Plan on a wholly commercial basis and your sole Employer is Halliburton's subsidiary in Mexico for which you are employed ("Halliburton Mexico"). Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from your participation in the Plan do not establish any rights between yourself and your employer, Halliburton Mexico, and do not form part of the employment conditions and/or benefits provided by Halliburton Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment with Halliburton Mexico.
- You further understand that your participation in the Plan is as a result of a unilateral and discretionary decision of Halliburton; therefore, Halliburton reserves the absolute right to amend and/or discontinue your participation at any time without any liability to you.

1. The undersigned has freely elected to participate in the Plan and therefore agrees to be subject to the provisions of the Plan. The undersigned's participation in the Plan, the acquisition of Halliburton's stock and the profits or losses that may result from the undersigned's participation in the Plan shall not be deemed as part of the undersigned's salary or other remuneration having any labor relationship with Halliburton Mexico, since it is not received as consideration for the services rendered to such Subsidiary/Affiliate by the Participant.
2. Profits or losses that may result from the undersigned's participation in the Plan may substantially vary from one year to another, as per Halliburton's stock market price fluctuations; therefore, the undersigned expressly releases Halliburton Mexico and Halliburton from any liability in which the undersigned may incur by virtue of such fluctuations, including, without limitation, those losses resulting from the variation of exchange rates to buy US dollars with Mexican pesos.
3. The undersigned acknowledges having received a copy of the Plan, summarizing the terms and conditions thereof and confirms having read it and understanding such Plan's context and legal scope. The undersigned hereby agrees and expressly acknowledges willingness to be subject to the terms of the Plan, as well as to the terms and conditions of any related documents, and understands that the Plan is at the undersigned's disposal at the offices located at Servicios Profesionales Petroleros, S. de R.L. De C.V.

Reconocimiento de la Legislación Laboral

Derivado de su aceptación de las Acciones, expresamente reconoce que Halliburton, cuyas oficinas se encuentran ubicadas en 5 Houston Center, 1401 McKinney Street, Suite 2400, Houston, TX, 77010, U.S.A., es la única responsable por la administración del Plan y que su participación en el mismo y la adquisición de Acciones Ordinarias no constituye una relación de trabajo entre usted y Halliburton, toda vez que usted participa en el Plan derivado de una relación comercial y que su único patrón lo es la empresa subsidiaria de Halliburton en México, con la cual está usted contratado ("Halliburton-México") como empleado. Derivado de lo anterior, usted expresamente reconoce que el Plan y los beneficios que puedan derivarse de su participación en el mismo no establecen derecho alguno entre usted y su patrón Halliburton-México, y que no forman parte de las condiciones de trabajo y/o beneficios y contraprestaciones otorgados por Halliburton-México y que cualquier modificación al Plan o su terminación no constituyen un cambio o terminación de los términos y condiciones de su relación de trabajo con Halliburton-México.

Asimismo, entiende que su participación en el Plan es el resultado de una decisión unilateral y discrecional por parte de Halliburton, por lo tanto, Halliburton se reserva el absoluto derecho de modificar y/o terminar su participación en cualquier momento sin responsabilidad alguna con usted.

1. El suscrito, he elegido libremente en participar en el Plan, sujetándome a los términos establecidos en el Plan. Mi participación en el Plan, la adquisición de las acciones de Halliburton y las ganancias o pérdidas que resulten de mi participación en el Plan, no deberán ser consideradas como parte de mi salario u alguna otra remuneración que reciba como empleado de Halliburton Mexico, siendo que no forma parte de la contraprestación que recibo por los servicios que presto a dicha Subsidiaria /Afiliada como Participante.
2. Las ganancias o pérdidas que puedan resultar de mi participación en el Plan podrán variar substancialmente de un año a otro, derivado de las fluctuaciones del valor de mercado de las acciones de Halliburton, por tanto, el suscrito expresamente libera a Halliburton Mexico y Halliburton de cualquier responsabilidad en la que el suscrito pueda incurrir por virtud de dichas fluctuaciones, incluyendo, sin limitación, aquellas pérdidas que resulten de la variación en la paridad Peso- Dólar.
3. El suscrito he recibido una copia del Plan ("Stock and incentive Plan"), mismo que contiene los términos y condiciones del mismo, y confirmo haberlo leído y entendido su alcance legal. El suscrito confirmo que es mi voluntad sujetarme a los términos del Plan, así como de los términos y condiciones de cualquier documento relacionado con dicho Plan. Es de mi conocimiento que el Plan se encuentra a mi disposición para consulta en las oficinas ubicadas en Servicios Profesionales Petroleros, S. de R.L. De C.V.

Singapore**Securities Law Notice**

This grant of an Option or Restricted Stock Unit and the Common Stock to be issued upon the exercise or vesting of such Option or Restricted Stock Unit shall be made available only to an employee of the Company or its Subsidiary, in reliance of the prospectus exemption set out in Section 173(1)(f) of the Securities and Futures Act (Chapter 289) of Singapore. In addition, you agree, by your acceptance of this grant, not to sell any Common Stock within six months of the date of grant.

Please note that neither this agreement nor any other document or material in connection with this offer of the Option or Restricted Stock Unit and the Common Stock thereunder has been or will be lodged, registered or reviewed by any regulatory authority in Singapore.

Thailand**Foreign Exchange Information**

Please note that any dividends received from foreign stock owned and all proceeds from the sale of such stock must be remitted to Thailand and must be deposited or converted into Thai Baht with a commercial bank in Thailand within seven (7) days of receipt according to the Ministerial Regulation No. 13, dated 3 December 1954. If the transfer of funds abroad exceeds US \$1 million per annum, participants must obtain approval from the Bank of Thailand to such remittance.

**NON-EMPLOYEE DIRECTOR
RESTRICTED STOCK AGREEMENT**

AGREEMENT made as of the ____ day of _____, 200__ between HALLIBURTON COMPANY, a Delaware corporation (the “Company”), and _____ (“Non-Employee Director”).

1. Award.

(a) **Shares.** Pursuant to the Halliburton Company Stock and Incentive Plan (the “Plan”) _____ shares of the Company’s common stock, par value \$2.50 per share, shall be issued as hereinafter provided in Non-Employee Director’s name subject to certain restrictions thereon (the “Restricted Shares”).

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

(c) **Plan Incorporated.** Non-Employee Director 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.

2. Restricted Shares. Non-Employee Director hereby accepts the Restricted Shares when issued and agrees with respect thereto as follows:

(a) **Forfeiture Restrictions.** Restricted Shares may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent then subject to the Forfeiture Restrictions (as defined herein). The prohibition against transfers and encumbrances of Restricted Shares while serving as a Non-Employee Director and the obligation to forfeit and surrender Restricted Shares to the Company upon termination of services under circumstances that do not result in a lapse of restrictions as provided in Section 2(b) are referred to as “Forfeiture Restrictions.” Upon termination of Board service, the Non-Employee Director shall, for no consideration, forfeit all Restricted Shares to the extent then subject to Forfeiture Restrictions.

(b) **Lapse of Forfeiture Restrictions.** Restricted Shares shall become free of the restrictions and shall become non-forfeitable under the earliest to occur of the following:

(1) Non-Employee Director’s death or disability while serving as a member of the Board;

(2) Failure of the Non-Employee Director to be re-elected to the Board after being duly nominated;

(3) Retirement from the Board pursuant to then existing Company policy for mandatory director retirements (mandatory retirement as of the date of this Agreement is age seventy-two);

(4) Early retirement from the Board after four years of service; or

(5) Removal from the Board or failure to be duly nominated for re-election to the Board, in either event, following a Corporate Change (as defined in the Plan).

In the event of any other termination of Board service by Non-Employee Director, except in the case of (i) removal from the Board or (ii) failure to be duly nominated for re-election to the Board when Non-Employee Director has notified the Company of Non-Employee Director’s intention to stand for re-election to the Board, in either case other than as a result of a Corporate Change, a portion of the Restricted Shares shall become free of restrictions and shall become non-forfeitable in accordance with the following schedule:

Years of Service From Date of Each Award to Participant Under the Plan

	Portion Freed of Restrictions
1	25%
2	50%
3	75%
4	100%

Notwithstanding the foregoing, the Board of Directors may at its sole discretion, permit the lapse of restrictions or waive the Forfeiture Restrictions.

(c) **Certificates.** A certificate evidencing the Restricted Shares shall be issued by the Company in Non-Employee Director’s name, or at the option of the Company, in the name of a nominee of the Company, pursuant to which Non-Employee Director 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. The certificate shall bear a legend evidencing the nature of the Restricted Shares, and the Company may cause the certificate to be delivered upon issuance to the Secretary of the Company or to such other depository as may be designated by the Company as a depository for safekeeping until the forfeiture occurs or the Forfeiture Restrictions lapse pursuant to the terms of the Plan and this award. Upon request of the Board or its delegate, Non-Employee Director shall deliver to the Company a stock power, endorsed in blank, relating to the Restricted Shares then subject to the Forfeiture Restrictions. Upon the lapse of the Forfeiture Restrictions without forfeiture, the Company shall cause a new certificate or certificates to be issued without legend in the name of Non-Employee Director for the shares upon which Forfeiture Restrictions lapsed. Notwithstanding any other provisions of this Agreement, the issuance or delivery of any shares of Restricted Shares (whether subject to restrictions or unrestricted) may be postponed for such period as may be required to comply with applicable requirements of any governmental authority or 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 Restricted Shares if the issuance or delivery thereof shall constitute a violation of any provision of any law or of any regulation of any governmental authority or any securities exchange.

3. **Status of Restricted Shares.** The Non-Employee Director agrees that the Company shall not be obligated to issue any Restricted Shares, at any time, when the offering of the Restricted Shares have not been registered under the Securities Act of 1933, as amended, (the “Act”) and pursuant to federal or state laws or other countries rules or regulations, as the Company deems applicable or in the opinion of legal counsel for the Company, there are no exemptions from the registration requirements for the issuance and sale of such Restricted Shares. The Non-Employee Director 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 or other country laws or regulations. The Non-Employee Director also agrees (i) that the certificates representing the Restricted Shares may bear such legend or legends as the Company deems appropriate in order to assure compliance with applicable securities laws, (ii) that the Company may refuse to register the transfer of the Restricted Shares on the stock transfer records of the Company if such proposed transfer would (in the opinion of counsel satisfactory to the Company) constitute a violation of any applicable securities law and (iii) that the Company may give related instructions to its transfer agent to stop registration of the transfer of the Restricted Shares.

4. **Relationship.** For purposes of this Agreement, Non-Employee Director shall be considered to be of service as a Director to the Company as long as Non-Employee Director remains an active Director of the Company, or any successor corporation. Any question as to whether and when there has been a termination of such service, and the cause of such termination, shall be determined by the Committee administering the respective Plan, or its delegate, as appropriate, and its determination shall be final.

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

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

7. **Compliance with Law.** Notwithstanding anything to the contrary herein, the Company shall not be obligated to issue any Restricted Shares, at any time, if the offering or issuance of the Restricted Shares, or if acceptance of the lapse of Restricted Shares by a Non-Employee Director, violates or is not in compliance with any laws, rules or regulations of the United States or any state or country.

9. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, and Non-Employee Director has executed this Agreement, all as of the date first above written.

HALLIBURTON COMPANY
[Missing Graphic Reference]

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

[Name of Director]

RESTRICTED STOCK AGREEMENT

[Date]

[Name of Director]

_____ Shares

Four year vesting period

Please verify the information below and make corrections as necessary.

DATA ON RECORD

CORRECTED DATA

Name:
Social Security #:
Date of Birth:
Home Address:
Address Line 2:
Address City, State, Zip:
Address Country:
Daytime Phone #:
E-mail Address:
United States Citizen: Yes___ No___

PLEASE RETURN THIS AGREEMENT BY _____, 200__ TO:

ROBERT L. HAYTER
HALLIBURTON COMPANY
1401 MCKINNEY, SUITE 2400
HOUSTON, TEXAS 77010
FAX: (713) 759-2619 (facsimile copies are acceptable)