

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)

Albert O. Cornelison, Jr.
Executive Vice President and General Counsel
Halliburton Company
3000 North Sam Houston Parkway East
Houston, Texas 77032
(Name and Address of Agent For Service)

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

(281) 871-2699

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

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

(Calculation of Registration Fee on following page)

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Halliburton Company Stock and Incentive Plan, Common Stock, \$2.50 par value per share	25,000,000	\$28.89	\$722,250,000	\$82,770

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

(2) Estimated in accordance with Rules 457(c) and (h) of the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee. Computation based upon the average of the high and low prices of the Registrant's common stock as reported on NYSE on June 21, 2012.

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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, 2011 filed with the Commission on February 16, 2012 pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant's Annual Report referred to in (a) above; and
- (c) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-B (No. 001-03492) filed with the Commission on December 12, 1996, including any other amendments or reports filed for the purpose of updating such description.

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

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

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

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware or DGCL, provides that a Delaware corporation has the power, under specified circumstances, to indemnify 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			Filed Herewith
		Form	File No.	Filing Date	
4.1	Restated Certificate of Incorporation of Halliburton Company, as currently in effect.	8-K	001-3492	3.1	June 5, 2006

4.2	Revised By-laws of Halliburton Company, as currently in effect.	8-K	001-3492	3.1	February 10, 2010	
5.1	Opinion and Consent of Robert L. Hayter					X
23.1	Consent of Independent Registered Public Accounting Firm.					X
23.2	Consent of Robert L. Hayter (contained in Exhibit 5.1).					X
24	Powers of Attorney for the following directors:					X
	Alan M. Bennett					
	James R. Boyd					
	Milton Carroll					
	Nance K. Dicciani					
	Murry S. Gerber					
	S. Malcolm Gillis					
	Abdallah S. Jum'ah					
	Robert A. Malone					
	J. Landis Martin					
	Debra L. Reed					
99.1	Halliburton Company Stock and Incentive Plan	DEF 14-A	001-3492	Appendix B	April 3, 2012	
99.2	Form of Nonstatutory Stock Option Agreement	10-Q	001-3492	10.4	September 30, 2009	
99.3	Form of Restricted Stock Agreement	10-Q	001-3492	10.5	September 30, 2009	
99.4	Form of Restricted Stock Unit Agreement	10-Q	001-3492	10.6	September 30, 2009	
99.5	Form of Non-Employee Director Restricted Stock Agreement	S-8	333-159394	99.5	May 21, 2009	
99.6	Form of Restricted Stock Agreement (Section 16 officers)	10-K	001-3492	10.42	December 31, 2011	
99.7	Form of Non-Employee Director Restricted Stock Agreement (Stock and Incentive Plan)	10-K	001-3492	10.43	December 31, 2011	
99.8	Form of Non-Employee Director Restricted Stock Unit Agreement (Director Plan)					X
99.9	Form of Non-Employee Director Restricted Stock Unit Agreement (Stock and Incentive Plan)					X

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 22, 2012.

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	Chairman of the Board, President and Chief Executive Officer and Director	
David J. Lesar	(Principal Executive Officer)	June 22, 2012

/s/ Mark A. McCollum
Mark A. McCollum

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

June 22, 2012

/s/ Evelyn M. Angelle
Evelyn M. Angelle

Senior Vice President and Chief Accounting Officer
(Principal Accounting Officer)

June 22, 2012

*
Alan M. Bennett Director
*
James R. Boyd Director
*
Milton Carroll Director
*
Nance K. Dicciani Director
*
Murry S. Gerber Director
*
S. Malcolm Gillis Director
*
Abdallah S. Jum'ah Director
*
Robert A. Malone Director
*
J. Landis Martin Lead Director
*
Debra L. Reed Director

By: */s/ Albert O. Cornelison, Jr.
Albert O. Cornelison, Jr.
Attorney-in-fact

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5.1	Opinion and Consent of Robert L. Hayter					X
23.1	Consent of Independent Registered Public Accounting Firm.					X
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	James R. Boyd					
	Milton Carroll					
	Nance K. Dicciani					
	Murry S. Gerber					
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	Abdallah S. Jum'ah					
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99.8	Form of Non-Employee Director Restricted Stock Unit Agreement (Director Plan)					X
99.9	Form of Non-Employee Director Restricted Stock Unit Agreement (Stock and Incentive Plan)					X

June 22, 2012

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 25,000,000 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 16, 2012 (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 Plan 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/ Robert L. Hayter

Robert L. Hayter
Assistant Secretary and Assistant General Counsel

23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Halliburton Company:

We consent to the incorporation by reference in the registration statement on Form S-8 of Halliburton Company of our report dated February 16, 2012, with respect to the consolidated balance sheets of Halliburton Company and its subsidiaries as of December 31, 2011 and 2010, 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, 2011, and the effectiveness of internal control over financial reporting as of December 31, 2011, which reports appear in the December 31, 2011 annual report on Form 10-K of Halliburton Company.

/ s/ KPMG LLP

KPMG LLP

Houston, Texas

June 22, 2012

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 Christina M. Ibrahim, 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 22nd day of June 2012.

SIGNATURE

/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/ S. Malcolm Gillis
S. Malcolm Gillis

/s/ Abdallah S. Jum'ah
Abdallah S. Jum'ah

/s/ Robert A. Malone
Robert A. Malone

/s/ J. Landis Martin
J. Landis Martin

/s/ Debra L. Reed
Debra L. Reed

**NON-EMPLOYEE DIRECTOR
RESTRICTED STOCK UNIT AGREEMENT**

AGREEMENT made as of the ____ day of _____, 2012 between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company"), and _____ ("Non-Employee Director").

1. Award.

(a) **Restricted Stock Units.** Pursuant to the Restricted Stock Plan for Non-Employee Directors (the "Plan") an Award of 800 restricted stock units, each such unit representing one share of the Company's common stock, par value \$2.50 per share ("Common Stock"), is hereby granted to Non-Employee Director subject to certain vesting and forfeiture provisions thereon (the "Restricted Stock Units").

(b) **Issuance of Shares.** The Restricted Stock Units shall be issued and delivered pursuant to the terms as set forth in the Plan.

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

(d) **Forfeiture of Restricted Stock Units.** Upon termination of Board service, the Non-Employee Director shall, for no consideration, forfeit all Restricted Stock Units that have not previously vested or become vested pursuant to Section 1(e) below.

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

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

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

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

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

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

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

HALLIBURTON COMPANY

By:

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

[Name], Director

**NON-EMPLOYEE DIRECTOR
RESTRICTED STOCK UNIT AGREEMENT**

AGREEMENT made as of the ___ day of _____, 2012 between **HALLIBURTON COMPANY**, a Delaware corporation (the "Company"), and _____ ("Non-Employee Director").

1. Award.

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

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

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

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

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

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

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

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

- (1) Non-Employee Director's death or disability while serving as a member of the Board;
- (2) Failure of the Non-Employee Director to be re-elected to the Board after being duly nominated;
- (3) Retirement from the Board pursuant to 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 Restricted Stock Plan for Non-Employee Directors of Halliburton Company).

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

(d) **Shareholder Rights.** Non-Employee Director shall have no rights to dividends or any other rights of a shareholder with respect to shares of Stock subject to this award of Restricted Stock Units unless and until such time as the award has been settled by the transfer of shares of Stock to the Non-Employee Director. Non-Employee Director shall have the right to dividend equivalents with respect to the Restricted Stock Units for the period beginning on the date the Restricted Stock Units were granted and ending on the date Stock is delivered to the Participant in settlement of such Restricted Stock Units.

(e) **Settlement and Delivery of Stock.** Payment of vested Restricted Stock Units shall be made as soon as administratively practicable, but no later than 60 days, after vesting. Settlement will be made by payment in shares of Stock in accordance with the Plan or, if the Restricted Stock Units have been deferred, in accordance with the terms of the relevant deferral plan. Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the delivery of shares of Stock to comply with any such law, rule, regulation or agreement.

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by an officer thereunto duly authorized, 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], Director