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SACRAMENTO, CALIFORNIA

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21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA
23 SAN JOSE DIVISION

EJD

CR 14 202

24 UNITED STATES OF AMERICA,

25 Plaintiff,

26 v.

27 HEWLETT-PACKARD POLSKA, SP. Z O.O.

28 Defendant.

) Case No.
)
) DEFERRED PROSECUTION AGREEMENT
) BETWEEN THE UNITED STATES OF AMERICA
) AND HEWLETT-PACKARD POLSKA, SP. Z O.O.
)
)
)

DEFERRED PROSECUTION AGREEMENT

29 Defendant HEWLETT-PACKARD POLSKA, SP. Z O.O. (the "Company"), by its undersigned
30 representatives, pursuant to authority granted by Power of Attorney granted on behalf of the Company's
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32 DEFERRED PROSECUTION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
33 AND HEWLETT-PACKARD POLSKA, SP. Z O.O.
34 *United States v. Hewlett-Packard Polska SP. ZO.O.*, Case No.

1 Management Board, and the Fraud Section of the Criminal Division of the United States Department of
2 Justice and the United States Attorney's Office for the Northern District of California (collectively the
3 "Department"), enter into this deferred prosecution agreement (the "Agreement"), the terms and
4 conditions of which are as follows:

5
6 **Criminal Information and Acceptance of Responsibility**

7 1. The Company acknowledges and agrees that the Department will file the attached two-
8 count criminal Information in the United States District Court for the Northern District of California
9 charging the Company with: (i) violating the internal controls provisions of the Foreign Corrupt
10 Practices Act of 1977 ("FCPA"), as amended, 15 U.S.C. §§ 78m(b)(2)(B), 78m(b)(5), and 78ff(a); and
11 (ii) violating the FCPA's books and records provisions, 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and
12 78ff(a). In so doing, the Company: (a) knowingly waives its right to indictment on this charge, as well
13 as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title
14 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly
15 waives, for purposes of this Agreement and any charges by the Department arising out of the conduct
16 described in Attachment A attached hereto and incorporated by reference into this Agreement, any
17 objection with respect to venue and consents to the filing of the Information, as provided under the terms
18 of this Agreement, in the United States District Court for the Northern District of California.
19

20
21 2. The Company admits, accepts, and acknowledges that it is responsible under United
22 States law for the acts of its officers, directors, employees, and agents as set forth in Attachment A, and
23 that the allegations described in Attachment A are true and accurate. Should the Department pursue the
24 prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of
25 Attachment A in any proceeding, including any trial, guilty plea, or sentencing proceeding, and will not
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1 contradict anything in the Attachment A at any such proceeding. Neither this Agreement nor the
2 criminal Information is a final adjudication of the matters addressed in such documents.

3 **Term of the Agreement**

4 3. This Agreement is effective for a period beginning on the date on which the Information
5 is filed and ending three (3) years and seven (7) calendar days from that date (the "Term"). The
6 Company agrees, however, that, in the event that the Department determines, in its sole discretion, that
7 the Company has knowingly violated any provision of this Agreement, an extension or extensions of the
8 term of the Agreement may be imposed by the Department, in its sole discretion, for up to a total
9 additional time period of one year, without prejudice to the Department's right to proceed as provided in
10 Paragraphs 22 through 25 below. The Department agrees to provide the Company with written notice
11 prior to instituting such extension. Within thirty (30) days of receipt of such notice, the Company shall
12 have the opportunity to respond to the Department in writing to explain the nature and circumstances of
13 the alleged breach in question, as well as the actions the Company has taken to address and remediate
14 the situation, which explanation the Department shall consider in determining whether to require an
15 extension. Any extension of the Agreement extends all terms of this Agreement, including the terms of
16 the reporting requirements in Attachment E, for an equivalent period. Conversely, in the event the
17 Department finds, in its sole discretion, that there exists a change in circumstances sufficient to
18 eliminate the need for the reporting requirements in Attachment E, and that the other provisions of this
19 Agreement have been satisfied, the term of the Agreement may be terminated early.

22 **Relevant Considerations**

23 4. The Department enters into this Agreement based on the individual facts and
24 circumstances presented by this case and the Company. Among the facts considered were the following:
25 (a) the Company's cooperation with the Department's investigation; (b) the Company's ultimate parent
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1 corporation, Hewlett-Packard Company ("HP Co."), has committed to maintain and continue enhancing
2 its compliance program and internal accounting controls, including by ensuring that its compliance
3 program satisfies the minimum elements set forth in Attachment D to this Agreement; and (c) the
4 Company and HP Co. have agreed to continue to cooperate with the Department and other U.S. and
5 foreign law enforcement authorities in any ongoing investigation of the conduct of the Company and its
6 officers, directors, employees, agents, and consultants relating to possible violations of the FCPA as
7 provided in Paragraphs 5 and 6 below. HP Co. and all of its direct or indirect affiliates or subsidiaries
8 other than the Company are collectively referred to herein as "HP."

10 5. The Company shall cooperate fully with the Department in any and all matters relating to
11 the conduct described in this Agreement and Attachment A and other conduct under investigation by the
12 Department, subject to applicable law and regulations, until the date upon which all investigations and
13 prosecutions arising out of such conduct are concluded, whether or not those investigations and
14 prosecutions are concluded within the Term specified in Paragraph 3. At the request of the Department,
15 the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory
16 authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation
17 of the Company, its parent company, or its affiliates, or any of its present or former officers, directors,
18 employees, agents, and consultants, or any other party, in any and all matters relating to this Agreement
19 and Attachment A and other conduct under investigation by the Department. The Company agrees that
20 its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:
21

23 a. The Company shall truthfully disclose all factual information not protected by a
24 valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its
25 parent company and affiliates, and those of its present and former directors, officers, employees, agents,
26 and consultants, including any evidence or allegations and internal or external investigations, about
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1 which the Company has any knowledge or about which the Department may inquire. This obligation of
2 truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the
3 Department, upon request, any document, record, or other tangible evidence about which the
4 Department may inquire of the Company.

5
6 b. Upon request of the Department, the Company shall designate knowledgeable
7 employees, agents, or attorneys to provide to the Department the information and materials described in
8 Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all
9 times provide complete, truthful, and accurate information.

10 c. The Company shall use its best efforts to make available for interviews or
11 testimony, as requested by the Department, present or former officers, directors, employees, agents, and
12 consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a
13 federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement
14 and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses
15 who, to the knowledge of the Company, may have material information regarding the matters under
16 investigation.
17

18 d. With respect to any information, testimony, documents, records or other materials
19 provided to the Department pursuant to this Agreement, the Company consents to any and all
20 disclosures, subject to applicable law and regulations, to other governmental authorities, including
21 United States authorities and those of a foreign government, and the MDBs, of such materials as the
22 Department, in its sole discretion, shall deem appropriate.
23

24 6. In addition to the obligations in Paragraph 5, during the Term of the Agreement, should
25 the Company discover any evidence or allegations of possible corrupt payments, false books and
26 records, or the failure to implement or circumvention of internal accounting controls, including the
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1 existence of internal or external investigations into such conduct, the Company shall promptly report
2 such evidence or allegations to the Department.

3 **Payment of Monetary Penalty**

4 7. The Department and the Company agree that application of the United States Sentencing
5 Guidelines (“USSG” or “Sentencing Guidelines”) to determine the applicable fine range yields the
6 following analysis:
7

8 a. The 2013 USSG are applicable to this matter.

9 b. Offense Level. Based upon USSG § 2B1.1, the total offense level is 28,
10 calculated as follows:

11	(a)(2)	Base Offense Level	6
12	(b)(1)(K)	Value of benefit received between \$7,000,000 and \$20,000,000	+20
13	(b)(10)(B)	Conduct outside the United States	+ 2
14	TOTAL		<u>28</u>

15 c. Base Fine. Based upon USSG § 8C2.4(a)(2), the base fine is \$16,093,983, which
16 represents the pecuniary gain to the organization from the offense and which is
17 greater than the amount corresponding to offense level 28 in USSG § 8C2.4(d),
which would be \$6,300,000.

18 d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 6,
19 calculated as follows:

20	(a)	Base Culpability Score	5
21	(b)(3)	The organization had 200 or more employees and an individual within high-level personnel of the 22 organization participated in, condoned, or was willfully ignorant of the offense	+ 3
23	(g)(2)	the organization fully cooperated in the investigation 24 and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 2
25	TOTAL		<u>6</u>

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1 Calculation of Fine Range:

2	Base Fine	\$16,093,983
3	Multipliers	1.2 (min)/2.4(max)
4	Fine Range	\$19,312,780 / \$38,625,559

5 The Company agrees to pay a monetary penalty in the amount of \$15,450,224, to the United States
6 Treasury on or before the twentieth (20) business day after the date of the entry of the judgment of
7 conviction following ZAO Hewlett-Packard A.O.'s sentencing. The Company and the Department
8 agree that this fine is appropriate given the facts and circumstances of this case, including the nature and
9 extent of the Company's and HP Co.'s cooperation and their extensive remediation in this matter, as
10 described in Paragraph 4. The \$15,450,224 penalty is final and shall not be refunded. Furthermore,
11 nothing in this Agreement shall be deemed an agreement by the Department that \$15,450,224 is the
12 maximum penalty that may be imposed in any future prosecution, and the Department is not precluded
13 from arguing in any future prosecution that the Court should impose a higher fine, although the
14 Department agrees that under those circumstances, it will recommend to the Court that any amount paid
15 under this Agreement should be offset against any fine the Court imposes as part of a future judgment.
16 The Company acknowledges that no United States tax deduction may be sought in connection with the
17 payment of any part of this \$15,450,224 penalty.
18

19 Conditional Release from Liability

20 8. Subject to Paragraphs 22 through 25, the Department agrees, except as provided herein
21 and subject to related agreements between the Department and certain other HP subsidiaries concerning
22 FCPA violations in Russia and Mexico, that it will not bring any criminal or civil case against the
23 Company, or any of its present or former parents, subsidiaries, or affiliates, relating to (a) any of the
24 conduct described in Attachment A or the Information filed pursuant to this Agreement, or (b) any other
25

1 conduct disclosed by the Company or HP to the Department prior to December 1, 2013. The
2 Department, however, may use any information related to the conduct described in Attachment A
3 against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for
4 making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or
5 (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United
6 States Code.

7
8 a. This Paragraph does not provide any protection against prosecution for any future
9 conduct by the Company.

10 b. In addition, this Paragraph does not provide any protection against prosecution of
11 any present or former officer, director, employee, shareholder, agent, consultant, contractor, or
12 subcontractor of the Company for any violations committed by them.

13 Corporate Compliance Program

14
15 9. HP Co. represents that it has implemented and will continue to implement a compliance
16 and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-
17 corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and
18 those of its contractors and subcontractors whose responsibilities include interacting with foreign
19 officials or other activities carrying a high risk of corruption. Implementation of these policies and
20 procedures shall not be construed in any future enforcement proceeding as providing immunity or
21 amnesty.
22

23 10. In order to address any deficiencies in its internal accounting controls, policies, and
24 procedures, HP Co. represents that it has undertaken, and will continue to undertake in the future, in a
25 manner consistent with all of its obligations under this Agreement, a review of its existing internal
26 accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable
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1 anti-corruption laws. If necessary and appropriate, HP Co. will adopt new or modify existing internal
2 accounting controls, policies, and procedures in order to ensure that HP Co. maintains: (a) a system of
3 internal accounting controls designed to ensure the making and keeping of fair and accurate books,
4 records, and accounts; and (b) a rigorous anti-corruption compliance code, standards, and procedures
5 designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. The
6 internal accounting controls system and compliance code, standards, and procedures will include, but
7 not be limited to, the minimum elements set forth in Attachment D, which is incorporated by reference
8 into this Agreement.
9

10 Corporate Compliance Reporting

11 11. HP Co. agrees that it will report to the Department annually during the Term of the
12 Agreement regarding remediation and implementation of the compliance measures described in
13 Attachment D. These reports will be prepared in accordance with Attachment E.
14

15 HP Co.'s Agreement

16 12. In exchange for the Department's agreement in Paragraphs 8, 20 to 21, and 29, HP Co.
17 agrees that it will fulfill the commitments and be bound to the terms outlined in Paragraphs 9 to 11 and
18 13 to 22 of this Agreement and in Attachments D and E attached hereto. In connection with this
19 Agreement, the Company will provide to the Department a certified resolution of the Board of Directors
20 of HP Co., attached as Attachment C hereto that provides that HP agrees to certain undertakings in
21 exchange for the Department's Agreement in Paragraphs 8, 20 to 21, and 29.
22

23 13. HP Co. agrees to guarantee, secure, and ensure delivery by the Company of all payments
24 due from the Company under the Agreement. HP Co. acknowledges that no tax deductions may be
25 sought in connection with the payment of the fine.
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1 14. HP Co. hereby stipulates and agrees not to institute or participate in any proceeding to
2 interfere with, alter, or bar enforcement of any fine imposed on the Company pursuant to this
3 Agreement.

4 15. Except as may otherwise be agreed by the parties hereto in connection with a particular
5 transaction, HP Co. agrees that if at any time while HP Co. still has obligations and commitments to the
6 Department under this Agreement HP Co. sells, merges, or transfers all or substantially all of its
7 business operations as they exist as of the date of this Agreement, whether such sale(s) is/are structured
8 as a stock or asset sale, merger, or transfer, HP Co. shall include in any contract for sale, merger, or
9 transfer a provision fully binding the purchaser(s) or any successor(s) in interest thereto to the
10 guarantees and obligations described in this Agreement.

11 16. HP Co. agrees that it and its subsidiaries, divisions, groups and affiliates shall continue to
12 cooperate fully on matters and in a manner substantially similar to the cooperation required of the
13 Company in Paragraph 5 (including subparagraphs (a)-(c)) with the Department. Such cooperation shall
14 be in a manner consistent with applicable law and regulations. This includes cooperating fully in any
15 investigation of HP, and any of its present and former officers, directors, employees, agents, and
16 consultants, or any other party, in any and all matters relating to this Agreement and Attachment A, and
17 other conduct under investigation by the Department that has commenced before or during the Term of
18 this Agreement.

19 17. HP Co. agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a
20 press release or holds a press conference in connection with this Agreement, it shall first consult with the
21 Department to determine whether (a) the text of the release or proposed statements at any press
22 conference are true and accurate with respect to matters between the Department and the Company and
23 HP; and (b) the Department has no objection to the release or statement. Statements made by or on
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1 behalf of HP Co. or any of its subsidiaries at any press conference concerning this matter shall be
2 consistent with this press release. Nothing in this provision shall restrict HP Co.'s obligations under the
3 federal securities laws.

4 18. HP Co. and all of its subsidiaries waive all rights, whether asserted directly or by a
5 representative, to request or receive from any department or agency of the United States any records
6 pertaining to the investigation or prosecution of this case, including without limitation any records that
7 may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the
8 Privacy Act, Title 5, United States Code, Section 552a.

9 19. HP Co. waives all defenses based on the statute of limitations, venue, speedy trial under
10 the United States Constitution and the Speedy Trial Act, and any and all constitutional and non-
11 jurisdictional defenses with respect to any prosecution of HP Co. that is not time-barred on the date that
12 this Agreement is signed related to or arising from the conduct charged in the Information to be filed
13 against the Company, in the event that HP Co. breaches this Agreement or fails to fulfill its
14 commitments under this Agreement for any reason, provided such prosecution is brought within one
15 year of such breach or failure plus the remaining time period of the statute of limitations as of the date
16 that this Agreement is signed.

17
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19 **Deferred Prosecution**

20 20. In consideration of: (a) the past and future cooperation of the Company and HP Co.
21 described in Paragraphs 5-6 and 16 above; (b) the Company's payment of a criminal penalty of
22 \$15,450,224; and (c) the Company's and HP Co.'s implementation and maintenance of remedial
23 measures as described in Paragraphs 9 and 10 above, the Department agrees that any prosecution of the
24 Company, HP Co., or any of HP Co.'s subsidiaries for the conduct set forth in Attachment A, and for the
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1 conduct in Poland that the Company disclosed to the Department prior to the signing of this Agreement,
2 be and hereby is deferred for the Term of this Agreement.

3 21. The Department further agrees that if the Company fully complies with all of its
4 obligations under this Agreement, the Department will not continue the criminal prosecution against the
5 Company described in Paragraph 1, and, at the conclusion of the Term, this Agreement shall expire.
6 Within thirty (30) days of the Agreement's expiration, the Department shall seek dismissal with
7 prejudice of the Information filed against the Company described in Paragraph 1, and agrees not to file
8 charges in the future against the Company based on the conduct described in this Agreement and
9 Attachment A.
10

11 **Breach of the Agreement**

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13 22. If, during the Term of this Agreement, the Company (a) commits any felony under U.S.
14 federal law subsequent to the signing of this Agreement, (b) provides in connection with this Agreement
15 deliberately false, incomplete, or misleading information, (c) fails to cooperate as set forth in Paragraphs
16 5 and 6 of this Agreement, (d) fails to implement an enhanced compliance program as set forth in
17 Paragraphs 9 and 10 of this Agreement and Attachment D, (e) commits any acts that, had they occurred
18 within the jurisdictional reach of the FCPA, would be a violation of the FCPA, or (f) otherwise fails
19 specifically to perform or to fulfill completely each and every one of the Company's obligations under
20 the Agreement, the Department shall determine, in its sole discretion, whether the Company has
21 breached the Agreement. If the Department determines that the Company has breached the Agreement,
22 the Company shall thereafter be subject to prosecution for any federal criminal violation of which the
23 Department has knowledge, including, but not limited to, the charges in the Information described in
24 Paragraph 1, which may be pursued by the Department in the U.S. District Court for the Northern
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1 District of California or any other appropriate venue. Any such prosecution may be premised on
2 information provided by the Company. Any such prosecution relating to the conduct described in
3 Attachment A or relating to conduct known to the Department prior to the date on which this Agreement
4 was signed that is not time-barred by the applicable statute of limitations on the date of the signing of
5 this Agreement may be commenced against the Company notwithstanding the expiration of the statute
6 of limitations between the signing of this Agreement and the expiration of the Term plus one year.
7

8 Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any
9 such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for
10 the Term plus one year.

11 23. In the event that the Department determines that the Company has breached this
12 Agreement, the Department agrees to provide the Company with written notice of such breach prior to
13 instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice,
14 the Company shall have the opportunity to respond to the Department in writing to explain the nature
15 and circumstances of such breach, as well as the actions the Company has taken to address and
16 remediate the situation, which explanation the Department shall consider in determining whether to
17 institute a prosecution.
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19 24. In the event that the Department determines that the Company has breached this
20 Agreement: (a) all statements made by or on behalf of the Company to the Department or to the Court,
21 including Attachment A, and any testimony given by the Company before a grand jury, a court, or any
22 tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads
23 derived from such statements or testimony, shall be admissible in evidence in any and all criminal
24 proceedings brought by the Department against the Company; and (b) the Company shall not assert any
25 claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule
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1 410 of the Federal Rules of Evidence, or any other federal rule that statements made by or on behalf of
2 the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be
3 suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current
4 director or employee, or any person acting on behalf of, or at the direction of, the Company will be
5 imputed to the Company for the purpose of determining whether the Company has violated any
6 provision of this Agreement shall be in the sole discretion of the Department.
7

8 25. The Company acknowledges that the Department has made no representations,
9 assurances, or promises concerning what sentence may be imposed by the Court if the Company
10 breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges
11 that any such sentence is solely within the discretion of the Court and that nothing in this Agreement
12 binds or restricts the Court in the exercise of such discretion.
13

14 Sale or Merger of Company

15 26. Except as may otherwise be agreed by the parties hereto in connection with a particular
16 transaction, the Company agrees that in the event it sells, merges, or transfers all or substantially all of
17 its business operations as they exist as of the date of this Agreement, whether such sale is structured as a
18 sale, asset sale, merger, or transfer, it shall include in any contract for sale, merger, or transfer a
19 provision binding the purchaser, or any successor in interest thereto, to the obligations described in this
20 Agreement.
21

22 Public Statements by Company

23 27. The Company expressly agrees that it shall not, through present or future attorneys,
24 officers, directors, employees, agents, or any other person authorized to speak for the Company make
25 any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the
26 Company set forth above or the facts described in Attachment A. Any such contradictory statement
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1 shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and
2 the Company thereafter shall be subject to prosecution as set forth in Paragraphs 22 through 25 of this
3 Agreement. The decision whether any public statement by any such person contradicting a fact
4 contained in the Statement of Facts will be imputed to the Company for the purpose of determining
5 whether it has breached this Agreement shall be at the sole discretion of the Department. If the
6 Department determines that a public statement by any such person contradicts in whole or in part a
7 statement contained in Attachment A, the Department shall so notify the Company, and the Company
8 may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business
9 days after notification. The Company shall be permitted to raise defenses and to assert affirmative
10 claims in other proceedings relating to the matters set forth in Attachment A provided that such defenses
11 and claims do not contradict, in whole or in part, a statement contained in Attachment A. This
12 Paragraph does not apply to any statement made by any present or former officer, director, employee, or
13 agent of the Company in the course of any criminal, regulatory, or civil case initiated against such
14 individual, unless such individual is speaking on behalf of the Company.
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17 28. The Company agrees that if it, its parent company, or any of its direct or indirect
18 subsidiaries or affiliates, issues a press release or holds any press conference in connection with this
19 Agreement, the Company shall first consult with the Department to determine (a) whether the text of the
20 release or proposed statements at the press conference are true and accurate with respect to matters
21 between the Department and the Company; and (b) whether the Department has any objection to the
22 release.
23

24 29. The Department agrees, if requested to do so, to bring to the attention of governmental
25 and other debarment authorities the facts and circumstances relating to the nature of the conduct
26 underlying this Agreement, including the nature and quality of the Company's cooperation and
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1 remediation. By agreeing to provide this information to debarment authorities, the Department is not
2 agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated
3 independently by the debarment authorities.

4 **Limitations on Binding Effect of Agreement**

5
6 30. This Agreement is binding on the Company and the Department but specifically does not
7 bind any other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or
8 any other authorities, although the Department will bring the cooperation of the Company and HP Co.
9 and their compliance with their other obligations under this Agreement to the attention of such agencies
10 and authorities if requested to do so by the Company or HP Co.

11 **Notice**

12
13 31. Any notice to the Department under this Agreement shall be given by personal delivery,
14 overnight delivery by a recognized delivery service, or registered or certified mail, addressed to the
15 Deputy Chief – FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, Eleventh
16 Floor, 1400 New York Avenue, N.W., Washington, D.C. 20005. Any notice to the Company under this
17 Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or
18 registered or certified mail, addressed to F. Joseph Warin, Gibson, Dunn & Crutcher LLP, 1050
19 Connecticut Avenue, N.W., Washington, D.C. 20036. Notice shall be effective upon actual receipt by
20 the Department or the Company.

21
22 **Complete Agreement**

23 32. This Agreement sets forth all the terms of the agreement between the Company and the
24 Department. No amendments, modifications or additions to this Agreement shall be valid unless they
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26
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1 are in writing and signed by the Department, the attorneys for the Company, and a duly authorized
2 representative of the Company.

3
4 **AGREED:**

5
6 **DATED: April 9, 2014**

7 Respectfully submitted,


8 **MELINDA HAAG**
9 United States Attorney


10 
11 Adam A. Reeves
12 Assistant United States Attorney

13 **Jeffrey H. Knox**
14 Chief, Fraud Section, Criminal Division

15 
16 Ryan Rohlfen
17 Jason Linder
18 Trial Attorneys, Fraud Section, Criminal Division

19 **FOR HEWLETT-PACKARD POLSKA, SP. Z O.O.:**

20 
21 F. Joseph Warin
22 Gibson, Dunn & Crutcher LLP
23 Counsel for Hewlett-Packard Polska, SP. Z.O.O.

24 
25 Bruce Ives
26 Senior Vice President and
27 Deputy General Counsel
28 Hewlett Packard Co.
For Hewlett-Packard Polska, SP. Z.O.O.

**DEFERRED PROSECUTION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND HEWLETT-PACKARD POLSKA, SP. Z O.O.**
United States v. Hewlett-Packard Polska SP. Z.O.O., Case No.

OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for HEWLETT-PACKARD POLSKA, SP. Z O.O. (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the United States Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

John F. Schultz, Executive Vice President and General Counsel of Hewlett-Packard, has carefully reviewed the terms of this Agreement with the Management Board of the Company. He has advised and caused outside counsel for the Company to advise the Management Board fully of the rights of the Company, of possible defenses, of the United States Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Senior Vice President and Deputy General Counsel for Hewlett-Packard Company, the ultimate parent of the Company, and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: 7 April, 2014

HEWLETT-PACKARD POLSKA, SP. Z O.O.

By: _____

Bruce Ives

Senior Vice President and Deputy General Counsel
HEWLETT-PACKARD COMPANY

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

On April 7, 2014 before me, Angela Hogate, Notary Public, personally
appeared Bruce Ives, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Hogate
SIGNATURE OF NOTARY

(Seal)



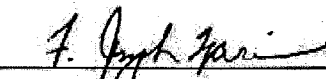
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CERTIFICATE OF COUNSEL

I am counsel for HEWLETT-PACKARD POLSKA, SP. Z O.O. (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company's Management Board. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Management Board and the Executive Vice President and General Counsel of Hewlett-Packard Company, the ultimate parent of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the United States Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Management Board, is an informed and voluntary one.

Date: April 9, 2014

By:


F. Joseph Warin
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036
(202) 955-9500

DEFERRED PROSECUTION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND HEWLETT-PACKARD POLSKA, SP. Z O.O.
United States v. Hewlett-Packard Polska SP. ZO.O., Case No.

1 ATTACHMENT A

2 STATEMENT OF FACTS

3 The following Statement of Facts is incorporated by reference as part of the Deferred
4 Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal
5 Division, Fraud Section, and the United States Attorney's Office for the Northern District of California
6 (collectively, the "Department") and HEWLETT-PACKARD POLSKA, SP. Z O.O. ("HP POLAND").
7 HP POLAND hereby agrees and stipulates that the following information is true and correct:
8

9 HP POLAND admits, accepts, and acknowledges that it is responsible under United States law
10 for the acts of its officers, directors, employees, and agents as set forth below. Should the Department
11 pursue the prosecution that is deferred by this Agreement, HP POLAND agrees that it will neither
12 contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. If this matter
13 were to proceed to trial, the Department would prove beyond a reasonable doubt, by admissible
14 evidence, the facts alleged below. This evidence would establish the following:
15

16 *The Foreign Corrupt Practices Act*

17 1. The Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United
18 States Code, Sections 78dd-1, *et seq.*, prohibited certain classes of persons and entities from corruptly
19 offering, paying, promising to pay, or authorizing the payment of any money or anything of value,
20 directly or indirectly, to a foreign government official for the purposes of obtaining or retaining business
21 for, or directing business to, any person. The FCPA also required certain entities to maintain accurate
22 books and records and adequate internal accounting controls.
23

24 2. Pertinent to the charges herein, the FCPA required any issuer of publicly traded securities
25 registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 ("the Exchange Act"), 15
26 U.S.C. § 78l, or required to file periodic reports with the United States Securities and Exchange
27

28 DEFERRED PROSECUTION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND HEWLETT-PACKARD POLSKA, SP. Z O.O.
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1 Commission ("SEC") under Section 15(d) of the Exchange Act, 15 U.S.C. § 78o(d) (hereinafter
2 "issuer"), to make and keep books, records, and accounts that accurately and fairly reflected the
3 transactions and disposition of the company's assets and prohibited the knowing falsification of an
4 issuer's books, records, or accounts. 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a). The FCPA's
5 accounting provisions also required that issuers maintain a system of internal accounting controls
6 sufficient to provide reasonable assurances that: (i) transactions were executed in accordance with
7 management's general or specific authorization; (ii) transactions were recorded as necessary to (I)
8 permit preparation of financial statements in conformity with generally accepted accounting principles
9 or any other criteria applicable to such statements, and (II) maintain accountability for assets; (iii) access
10 to assets was permitted only in accordance with management's general or specific authorization; and (iv)
11 the recorded accountability for assets was compared with the existing assets at reasonable intervals, and
12 appropriate action was taken with respect to any differences. 15 U.S.C. § 78m(b)(2)(B). The FCPA also
13 prohibited the knowing circumvention of, or knowing failure to implement, such a system of internal
14 accounting controls. 15 U.S.C. §§ 78m(b)(5) and 78ff(a).
15

16
17 *Relevant Entities and Individuals*

18 3. At all times relevant to this Agreement, Hewlett-Packard Company ("HP Co.") was a
19 technology company headquartered in Palo Alto, California, and incorporated in Delaware. HP Co. and
20 all of its direct or indirect affiliates or subsidiaries (collectively, "HP"), was a global provider of
21 personal computing devices, information technology infrastructure, and imaging and printing products
22 and services. HP employed more than 300,000 employees worldwide.
23

24 4. From at least in or around 2000 until the date of the Agreement, HP Co. issued and
25 maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Exchange Act
26 (15 U.S.C. § 78l) and was required to file periodic reports with the SEC under the Exchange Act (15
27

28 DEFERRED PROSPECTION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND HEWLETT-PACKARD POLSKA, SP. Z O.O.

United States v. Hewlett-Packard Polska SP. Z O.O., Case No.

1 U.S.C. § 78m). Accordingly, Hewlett-Packard Company was an “issuer” within the meaning of the
2 FCPA, Title 15, United States Code, Section 78dd-1. From at least 2006 to the date of the Agreement,
3 HP Co.’s shares traded on the New York Stock Exchange under the symbol “HPQ.”

4 5. The defendant, HEWLETT-PACKARD POLSKA, SP. Z O.O. (“HP POLAND”), was a
5 wholly owned subsidiary of HP Co. operating and incorporated in Poland. Among other functional
6 responsibilities, HP POLAND managed most of HP’s activities in Poland, and had more than 200
7 employees during the relevant period. HP POLAND was subject to HP Co.’s internal accounting
8 controls, and HP POLAND’s financial results were included in the consolidated financial statements that
9 HP Co. filed with the SEC.

10 11 6. “HP POLAND Executive,” a citizen of Poland, held various positions at HP POLAND,
12 including District Manager of Public Sector Sales and Public Sector Sales Lead, from in or around July
13 2005 to in or around January 2010. From 2006 through 2010, public sector sales at HP POLAND
14 accounted for approximately 50% of HP POLAND’s gross revenue.

15 16 7. *Komenda Główna Policji* (“KGP”) was the Polish National Police agency, headquartered
17 in Warsaw, Poland. From at least in or around 2006 through at least in or around 2010, KGP was part of
18 the Polish Ministry of the Interior and Administration (“Interior Ministry”). The KGP and the Interior
19 Ministry were each an “agency” and “instrumentality” of a foreign government, and their respective
20 employees were “foreign officials,” as those terms are used in the FCPA, Title 15, United States Code,
21 Section 78dd-3(f)(2).

22 23 8. “Polish Official” was the Director of Information and Communications Technology
24 (“ICT”) within the KGP, and later a senior official within the Interior Ministry, from in or around 2005
25 to in or around 2011.

1 *HP Co.'s Internal Controls*

2 9. At all times relevant to the Agreement, HP policies prohibited corruption, self-dealing,
3 and other misconduct. HP's Standards of Business Conduct ("SBC") in effect during the relevant time
4 specified company rules and regulations governing legal and ethical practices, preparation of accurate
5 books and records, contracting, and approvals and engagement of third parties. The SBC applied to all
6 HP Co. business divisions and subsidiaries, including HP POLAND. HP POLAND employees,
7 including HP POLAND Executive, received mandatory SBC training annually, among other training.
8 The SBC was promulgated at HP Co.'s headquarters in the Northern District of California.

10 10. The SBC manuals specifically referenced the FCPA, and prohibited, among other things,
11 corrupt payments, "side letters," "off-the-books" arrangements, and "other express or implied
12 agreements outside standard HP contracting processes." The SBC manuals in effect during this period
13 further instructed employees of HP that they were not to "commit [the relevant HP business] to
14 undertake any performance, payment or other obligation unless [the employee was] authorized under the
15 appropriate HP [business] delegation of authority policies," and further required accurate accounting
16 records and proper finance practices.

18 11. Although HP Co. had certain anti-corruption policies and controls in place during the
19 relevant period, those policies and controls were not adequate to prevent the conduct described herein
20 and were insufficiently implemented at HP POLAND. This allowed one or more HP POLAND
21 employees to circumvent HP Co.'s internal accounting controls and falsify its books and records.

23 *Overview of Criminal Conduct*

24 12. From in or around 2006 through at least in or around 2010, one or more HP POLAND
25 employees, together with others, (i) caused the falsification of HP Co.'s books and records, and (ii)
26 circumvented HP Co.'s existing internal controls, in connection with a scheme to make corrupt
27

1 payments to the Polish Official. The conduct was related to HP POLAND's efforts to secure and
2 maintain millions of dollars in technology contracts with the Polish government.

3 13. Prior to 2006, the KGP had awarded a number of public tenders to HP POLAND and its
4 local partners. In or around 2006, Polish Official, as director of ICT for the KGP, assumed
5 responsibility for reviewing previously-awarded technology contracts and awarding future contracts.
6 One or more HP POLAND employees and agents, who had no prior relationship with Polish Official
7 and were concerned about maintaining existing contracts and securing new ones in the future, resorted to
8 corruption to foster a relationship with Polish Official.
9

10 14. In or around October 2006, HP POLAND and another global technology company
11 ("Company A") invited Polish Official to attend a technology-industry conference in San Francisco,
12 California. Certain HP POLAND employees, including HP POLAND Executive, attended as well.
13 Over the course of the trip, the HP POLAND employees circumvented HP Co.'s internal controls in
14 several respects to develop an improper relationship with Polish Official.
15

16 15. The weekend before the conference, the HP POLAND employees, and Polish executives
17 from Company A, paid for dinners, gifts, and sightseeing by the Polish Official in San Francisco. On
18 the third day of the conference, they took Polish Official on a side trip to Las Vegas, Nevada, with no
19 legitimate business purpose. The HP POLAND employees, together with Company A's employees,
20 paid Polish Official's transportation to Las Vegas and expenses during the trip, including drinks, dining,
21 shows, other events on or near the Las Vegas Strip, and a private tour flight over the Grand Canyon. In
22 circumvention of HP Co.'s internal controls, the HP POLAND employees paid for many of these
23 expenses in cash, without authorization, and failed to document them in HP Co.'s books and records
24 accurately.
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1 16. Upon returning to Poland, HP POLAND Executive and Polish Official met frequently to
2 discuss HP POLAND's existing and future business opportunities with the KGP. Beginning in late
3 2006, one or more HP POLAND employees started providing technology products to Polish Official for
4 personal use. Early gifts included HP products, such as desktop and laptop computers, and later
5 expanded to include additional HP computers, HP-branded mobile devices, an HP printer, iPods, flat
6 screen televisions, cameras, a home theater system, and other items. These gifts violated HP Co.
7 internal controls relating to gift-giving, and were not properly reflected in HP Co.'s books and records.

9 17. In or about January 2007, shortly after receiving the first of these gifts, Polish Official
10 signed a contract with HP POLAND on behalf of the Polish government, valued at approximately \$4.3
11 million.¹ A month later, the Polish Official signed another contract with HP POLAND, valued at
12 approximately \$5.8 million. The KGP awarded both contracts, which were for technology services and
13 HP products, using "single source" bidding procedures.

15 18. Around the date of the second contract award, one or more HP POLAND employees and
16 agents expanded the bribes to include large cash payments to Polish Official from off-the-books
17 accounts and agreed to pay Polish Official 1.2% of HP POLAND's net revenue on any contract awarded
18 by KGP. As part of this arrangement, Polish Official agreed not to have existing contracts with HP
19 POLAND and select local partners examined for irregularities and potentially re-bid.

21 19. In or about March 2007, Polish Official signed a KGP contract with HP POLAND valued
22 at approximately \$15.8 million. Around this date, HP POLAND Executive delivered to Polish Official's
23 personal residence a bag filled with approximately \$150,000 in cash. On another occasion in 2007, HP
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26 ¹ All contracts and payments discussed herein were denominated in the Polish zloty ("PLN")
27 currency. The amounts have been converted into an approximate U.S. dollar equivalent.

1 POLAND Executive met Polish Official in a Warsaw parking lot and gave Polish Official another bag
2 filled with approximately \$100,000 in cash.

3 20. In 2008, on at least four separate occasions, HP POLAND Executive gave Polish Official
4 bags filled with cash totaling at least \$360,000: one with approximately \$130,000 to \$140,000; another
5 with approximately \$110,000; a third with approximately \$90,000; and a fourth with approximately
6 \$30,000. That year, Polish Official signed three contracts on behalf of KGP with HP POLAND. These
7 agreements, executed in or about January, April, and May 2008, totaled approximately \$32 million. One
8 or more HP POLAND employees willfully circumvented HP Co.'s internal controls, and falsified
9 corporate books and records relied on by HP Co.'s officers and external auditors to authorize
10 transactions and prepare HP Co.'s consolidated financial statements.

11 21. One or more HP POLAND employees facilitated the corrupt relationship with Polish
12 Official through covert means. In addition to communicating through anonymous e-mail accounts and
13 prepaid mobile telephones, HP POLAND Executive would sometimes drive Polish Official in an HP
14 POLAND-provided vehicle to remote locations, and the two would type messages in a text file, passing
15 the computer between themselves. Communications were made in this fashion to avoid possible audio
16 recording of the discussions by hidden devices, and to circumvent HP Co.'s internal controls. These
17 messages addressed, among other topics, information about upcoming tenders and bribe amounts. In
18 one text file about a particular tender, for example, Polish Official wrote that the information was
19 difficult to obtain, and if anyone were to discover that Polish Official had given the materials to HP
20 POLAND, Polish Official and HP POLAND would have a "BIG PROBLEM!!" In another message,
21 Polish Official detailed amounts that one or more HP POLAND employees and agents had paid to him
22 to date, and stated that "THERE IS STILL 760K" in Polish currency that was owed him. Polish Official
23 added that "SOON" he would need to be paid "1.2% from 22M + 1.2% with 5M." These statements
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1 were in reference to forthcoming contract awards to HP POLAND by the Polish government, for which
2 Polish Official sought 1.2% of HP POLAND's net revenue.

3 22. In mid-2008, Polish Official was promoted to a new position within the Interior Ministry,
4 responsible for Ministry-wide information-technology projects. While the corrupt relationship
5 continued, both the amount of bribes paid and the contracts HP POLAND received decreased. In mid-
6 2009, HP POLAND Executive paid Polish Official cash totaling approximately \$6,000.

7
8 23. Sometime thereafter, HP POLAND Executive offered to pay Polish Official to help
9 secure a new contract with the KGP. The contract was ultimately awarded to HP POLAND in or about
10 April 2010, valued at approximately \$4 million. The contract was signed by two of Polish Official's
11 former subordinates. Despite the prior agreement, no employee or agent of HP POLAND ultimately
12 paid Polish Official any money related to this award.

13
14 24. In total, between in or about 2006 and in or about 2010, one or more HP POLAND
15 agents provided Polish Official cash worth the equivalent of approximately \$600,000, gifts valued in
16 excess of \$30,000, and several thousand dollars in improper travel and entertainment benefits. During
17 this same time span, the Polish government awarded to HP POLAND at least seven contracts for KGP-
18 related information-technology products and services, with a total value of approximately \$60 million.
19 To make these corrupt payments, one or more HP POLAND employees willfully circumvented HP
20 Co.'s existing internal controls, and falsely recorded the payments in HP Co.'s books and records.
21

ATTACHMENT B

CERTIFICATE OF RESOLUTION OF THE MANAGEMENT BOARD OF HEWLETT-PACKARD POLSKA, SP. Z O.O. - NO. 6 - DATED 7 APRIL 2014

WHEREAS, HEWLETT-PACKARD POLSKA, SP. Z O.O. (the "Company"), through its counsel, has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Northern District of California (collectively, the "Department") regarding issues arising in relation to certain improper payments to a foreign official to facilitate the award of contracts and assist in obtaining business for the Company, as well as the falsification of books and records and failure to establish and circumvention of internal controls in relation to those payments; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Department; and

WHEREAS, the Executive Vice President and General Counsel of Hewlett-Packard Company, John F. Schultz, together with outside counsel for the Company, have advised the Management Board of the Company of its rights, possible defenses, the United States Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Department;

Therefore, the Company's Management Board has RESOLVED that:

1. The Company, acting at the request of its shareholders as well as Hewlett-Packard Company registered in the United States, (a) acknowledges the filing of the two-count Information charging the Company with (i) violating the internal controls provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, 15 U.S. C. §§ 78m(b)(2)(B),

78m(b)(5), and 78ff(a); and (ii) violating the FCPA's books and records provisions, 15 U.S. C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a); (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Department; and (c) agrees to accept monetary criminal penalties against Company totaling \$15,450,224, and to pay a total of \$15,450,224 to the United States Treasury with respect to the conduct described in the attached Statement of Facts;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Northern District of California; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Department prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement.

3. The Executive Vice President and General Counsel of Hewlett-Packard Company, John F. Schultz, or his delegate, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Management Board at this meeting with such changes as the Executive Vice



President and General Counsel of Hewlett-Packard Company, John F. Schultz, or his delegate, may approve;

4. The Executive Vice President and General Counsel of Hewlett-Packard Company, John F. Schultz, or his delegate, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions;

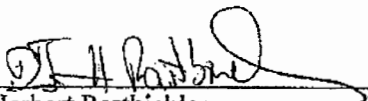
5. No action undertaken by the Executive Vice President and General Counsel of Hewlett-Packard Company, John F. Schultz, or his delegate, aimed to implement these resolutions may extend the scope of the Company's admission beyond issues specified hereunder.

6. All of the actions of the Executive Vice President and General Counsel of Hewlett-Packard Company, John F. Schultz, or his delegate, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

7. Pursuant to the above-mentioned authorization, the Management Board of the Company shall issue a Power of Attorney to John F. Schultz, Executive Vice President and General Counsel of Hewlett-Packard Company, with the relevant scope of authorities.

Date: 7 April, 2014

By:


Herbert Rastbichler
Management Board Member
Hewlett-Packard Polska, SP. Z.O.O.

ATTACHMENT C

**CERTIFICATE OF CORPORATE RESOLUTIONS OF HEWLETT-PACKARD
COMPANY**

WHEREAS, HEWLETT-PACKARD COMPANY (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Northern District of California (collectively, the "Department") regarding issues arising in relation to certain improper payments to a foreign official to facilitate the award of contracts and assist in obtaining business for the Company's subsidiary Hewlett-Packard Polska, SP. Z O.O. ("HP POLAND"), as well as the falsification of books and records and circumvention of internal controls in relation to those payments; and

WHEREAS, in order to resolve such discussions, it is proposed that HP POLAND enter into a certain agreement with the Department; and

WHEREAS, the Company's Executive Vice President and General Counsel, John F. Schultz, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the United States Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Department;

Therefore, the Company's Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the two-count Information charging HP POLAND with (i) violating the internal controls provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, 15 U.S.C. §§ 78m(b)(2)(B), 78m(b)(5), and 78ff(a); and (ii) violating the FCPA's books and records provisions, 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a); (b) acknowledges that HP POLAND will waive indictment on such charges and enter into a deferred prosecution agreement with the Department; and (c) acknowledges that HP POLAND is agreeing to accept monetary criminal penalties totaling \$15,450,224, and to pay a

total of \$15,450,224 to the United States Treasury with respect to the conduct described in the Information;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of HP POLAND's rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) HP POLAND's and the Company's knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Northern District of California; and (c) HP POLAND's and the Company's knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Department prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Senior Vice President and Deputy General Counsel of the Company, Bruce Ives, or his delegate, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Senior Vice President and General Counsel of the Company, Bruce Ives, or his delegate, may approve;


4. The Senior Vice President and Deputy General Counsel of the Company, Bruce Ives, or his delegate, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement

or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the Senior Vice President and Deputy General Counsel of Company, Bruce Ives, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 7 April, 2014

By:



Bruce Ives
Senior Vice President and
Deputy General Counsel
Hewlett-Packard Company

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

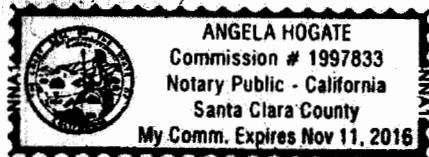
On April 7, 2014 before me, Angela Hogate, Notary Public, personally
appeared Bruce Ives, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Hogate
SIGNATURE OF NOTARY

(Seal)



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ATTACHMENT D

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, HEWLETT-PACKARD COMPANY, on behalf of itself and its subsidiaries, (collectively, the “Company”) agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to adopt new or to modify existing internal controls, compliance code, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that the Company makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that includes policies and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company’s existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Company will ensure that members of its Board of Directors (hereinafter, “directors”) and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

Policies and Procedures

1
2 2. The Company will maintain, or where necessary establish, a clearly articulated and
3 visible corporate policy against violations of the FCPA and other applicable foreign law counterparts
4 (collectively, the “anti-corruption laws,”), which policy is and shall continue to be memorialized in a
5 written compliance code.

6
7 3. The Company will maintain, or where necessary establish, compliance policies and
8 procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company’s
9 compliance code, and the Company will take appropriate measures to encourage and support the
10 observance of ethics and compliance policies and procedures against violation of the anti-corruption
11 laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall
12 apply to all directors, officers, and employees and, where necessary and appropriate, outside parties
13 acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and
14 intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers,
15 consortia, and joint venture partners (collectively, “agents and business partners”). The Company shall
16 notify all employees that compliance with the policies and procedures is the duty of individuals at all
17 levels of the company. Such policies and procedures shall address:

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19 a. gifts;
20 b. hospitality, entertainment, and expenses;
21 c. customer travel;
22 d. political contributions;
23 e. charitable donations and sponsorships;
24 f. facilitation payments; and
25 g. solicitation and extortion.
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1 4. The Company will ensure that it has a system of financial and accounting procedures,
2 including a system of internal controls, reasonably designed to ensure the maintenance of fair and
3 accurate books, records, and accounts. This system should be designed to provide reasonable assurances
4 that:

5 a. transactions are executed in accordance with management's general or specific
6 authorization;
7

8 b. transactions are recorded as necessary to permit preparation of financial
9 statements in conformity with generally accepted accounting principles or any other criteria applicable
10 to such statements, and to maintain accountability for assets;

11 c. access to assets is permitted only in accordance with management's general or
12 specific authorization; and

13 d. the recorded accountability for assets is compared with the existing assets at
14 reasonable intervals and appropriate action is taken with respect to any differences.
15

16 *Periodic Risk-Based Review*

17 5. The Company will maintain, or where necessary, develop these compliance policies and
18 procedures on the basis of a periodic risk assessment addressing the individual circumstances of the
19 Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its
20 geographical organization, interactions with various types and levels of government officials, industrial
21 sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in
22 the Company's operations, degree of governmental oversight and inspection, and volume and
23 importance of goods and personnel clearing through customs and immigration.
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1 6. The Company shall review its anti-corruption compliance policies and procedures no
2 less than annually and update them as appropriate to ensure their continued effectiveness, taking into
3 account relevant developments in the field and evolving international and industry standards.

4 *Proper Oversight and Independence*

5 7. The Company will continue to assign responsibility to one or more senior corporate
6 executives of the Company for the implementation and oversight of the Company's anti-corruption
7 compliance code, policies, and procedures. Such corporate official(s) shall have the authority to report
8 directly to independent monitoring bodies, including internal audit, the Company's Board of Directors,
9 or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy
10 from management as well as sufficient resources and authority to maintain such autonomy.
11

12 *Training and Guidance*

13 8. The Company will maintain, or where necessary establish, mechanisms designed to
14 ensure that its anti-corruption compliance code, policies, and procedures are effectively communicated
15 to all directors, officers, employees, and, where necessary and appropriate, agents and business partners.
16 These mechanisms shall include: (a) periodic training for all directors and officers, all employees in
17 positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal,
18 compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where
19 necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such
20 directors, officers, employees, agents, and business partners, certifying compliance with the training
21 requirements.
22

23 9. The Company will maintain, or where necessary establish, an effective system for
24 providing guidance and advice to directors, officers, employees, and, where necessary and appropriate,
25 agents and business partners, on complying with the Company's anti-corruption compliance code,
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1 policies, and procedures, including when they need advice on an urgent basis or in any foreign
2 jurisdiction in which the Company operates.

3
4 *Internal Reporting and Investigation*

5 10. The Company will maintain, or where necessary establish, an effective system for
6 internal and, where possible, confidential reporting by, and protection of, directors, officers, employees,
7 and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or
8 the Company's anti-corruption compliance code, policies, and procedures.

9 11. The Company will maintain, or where necessary establish, an effective and reliable
10 process with sufficient resources for responding to, investigating, and documenting allegations of
11 violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and
12 procedures.

13
14 *Enforcement and Discipline*

15 12. The Company will maintain, or where necessary establish, mechanisms designed to
16 effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing
17 compliance and disciplining violations.

18 13. The Company will maintain, or where necessary establish, appropriate disciplinary
19 procedures to address, among other things, violations of the anti-corruption laws and the Company's
20 anti-corruption compliance code, policies, and procedures by the Company's directors, officers, and
21 employees. Such procedures should be applied consistently and fairly, regardless of the position held
22 by, or perceived importance of, the director, officer, or employee. The Company shall maintain, or
23 where necessary establish, procedures to ensure that where misconduct is discovered, reasonable steps
24 are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are
25 taken to prevent further similar misconduct, including assessing the internal controls, compliance code,
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1 policies, and procedures and making modifications necessary to ensure the overall anti-corruption
2 compliance program is effective.

3
4 *Third-Party Relationships*

5 14. The Company will maintain, or where necessary establish, appropriate risk-based due
6 diligence and compliance requirements pertaining to the retention and oversight of all agents and
7 business partners, including:

8 a. properly documented due diligence pertaining to the hiring and appropriate and
9 regular oversight of agents and business partners;

10 b. informing agents and business partners of the Company's commitment to abiding
11 by anti-corruption laws, and of the Company's anti-corruption compliance code, policies, and
12 procedures; and

13 c. seeking a reciprocal commitment from agents and business partners.

14
15 15. Where necessary and appropriate, the Company will include standard provisions in
16 agreements, contracts, and renewals thereof with all agents and business partners that are reasonably
17 calculated to prevent violations of the anti-corruption laws, which may, depending upon the
18 circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with
19 the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business
20 partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner
21 as a result of any breach of the anti-corruption laws, the Company's compliance code, policies, or
22 procedures, or the representations and undertakings related to such matters.
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24 *Mergers and Acquisitions*

25 16. The Company will maintain, or where necessary establish, policies and procedures for
26 mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on
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1 potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal,
2 accounting, and compliance personnel.

3 17. The Company will ensure that the Company's compliance code, policies, and procedures
4 regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or
5 entities merged with the Company and will promptly:

6 a. train the directors, officers, employees, agents, and business partners consistent
7 with Paragraph 8 above on the anti-corruption laws and the Company's compliance code, policies, and
8 procedures regarding anti-corruption laws; and

9 b. where warranted, conduct an FCPA-specific audit of all newly acquired or
10 merged businesses as quickly as practicable.

11
12 *Monitoring and Testing*

13 18. The Company will conduct periodic reviews and testing of its anti-corruption
14 compliance code, policies, and procedures designed to evaluate and improve their effectiveness in
15 preventing and detecting violations of anti-corruption laws and the Company's anti-corruption code,
16 policies, and procedures, taking into account relevant developments in the field and evolving
17 international and industry standards.
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ATTACHMENT E

REPORTING REQUIREMENTS

HEWLETT-PACKARD COMPANY, on behalf of itself and its subsidiaries, (collectively, the "Company") agrees that it will report to the Department periodically, at no less than twelve-month intervals during a three-year term, regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment D. Should the Company discover credible evidence, not already reported to the Department, that questionable or corrupt payments or questionable or corrupt transfers of property or interests may have been offered, promised, paid, or authorized by any Company entity or person, or any entity or person working directly for the Company (including its affiliates and any agent), or that related false books and records have been maintained, the Company shall promptly report such conduct to the Department. During this three-year period, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two (2) follow-up reviews and reports, as described below:

a. By no later than one (1) year from the date this Agreement is executed, the Company shall submit to the Department a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the Company's internal controls, policies, and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent reviews. The report shall be transmitted to Deputy Chief - FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Bond Building, Eleventh Floor, Washington, DC 20005. The Company may extend the time period for issuance of the report with prior written approval of the Department.

b. The Company shall undertake at least two (2) follow-up reviews, incorporating the Department's views on the Company's prior reviews and reports, to further monitor and assess

1 whether the Company's policies and procedures are reasonably designed to detect and prevent violations
2 of the FCPA and other applicable anti-corruption laws.

3 c. The first follow-up review and report shall be completed by no later than one (1)
4 year after the initial review. The second follow-up review and report shall be completed by no later than
5 one (1) year after the completion of the preceding follow-up review.
6

7 d. The reports will likely include proprietary, financial, confidential, and competitive
8 business information. Moreover, public disclosure of the reports could discourage cooperation, impede
9 pending or potential government investigations and thus undermine the objectives of the reporting
10 requirement. For these reasons, among others, the reports and the contents thereof are intended to
11 remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to
12 the extent that the Department determines in its sole discretion that disclosure would be in furtherance of
13 the Department's discharge of its duties and responsibilities or is otherwise required by law.
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15 e. The Company may extend the time period for submission of any of the follow-up
16 reports with prior written approval of the Department.
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