

**HEWLETT-PACKARD COMPANY
2007 U.S. ENHANCED EARLY RETIREMENT PROGRAM**

Waiver and General Release Agreement

Employee Name: _____ **Employee Number:** _____

Termination Date: _____

This Waiver and General Release Agreement ("Agreement") is entered into between HEWLETT-PACKARD COMPANY (including its subsidiaries, affiliated companies, officers, directors, managers, shareholders, agents, Employees, attorneys, representatives and assigns) (hereinafter "HP") and _____ ("Employee"). The purpose of this Agreement is to arrange a termination of the Employee's employment with HP on a basis that is satisfactory both to HP and to the Employee. The terms of the Agreement are:

1. It is agreed that effective on the termination date designated above, the Employee's employment with HP is or has been voluntarily terminated.
2. Both the Employee and HP are entering into this Agreement as a way of concluding the employment relationship between them and of settling voluntarily any and all disputes or potential disputes that the Employee has or might have with HP, whether known or unknown at this time. This Agreement is not to be, and should not be, construed as an allegation or admission on the part of either the Employee or HP that either has acted unlawfully or violated any state or federal law or regulation.
3. In return for the Employee's agreeing to the release that forms a part of this Agreement, HP agrees to provide to the Employee the additional pension and other benefits payable under the Hewlett-Packard Company 2007 U.S. Enhanced Early Retirement Program (the "2007 U.S. EER Program"). The 2007 U.S. EER Program benefits shall become available as soon as administratively practicable. Certain benefits under the 2007 U.S. EER Program may be subject to applicable taxes and withholdings. The parties recognize that benefits provided under the 2007 U.S. EER Program exceed any severance or termination payment to which the Employee might otherwise be entitled under existing HP policies or practices.
4. The treatment of stock awards, including stock options, issued pursuant to HP shareholder-approved plans or pursuant to plans assumed by HP in connection with merger or acquisition activity depends on the terms of the applicable plans or agreements. To the extent the applicable stock plan(s) and award agreement(s) provide Employee with the opportunity to exercise awards following termination of employment, such award shall continue to be governed by the applicable stock plan's terms and conditions, and Employee shall be solely responsible for tracking award expiration dates.

5. In return for benefits provided under the 2007 U.S. EER Program, Employee, for himself or herself, and his or her spouse, heirs, executors, representatives and assigns, forever releases, discharges, and agrees to hold harmless HP from any and all waivable claims, actions and causes of action which the Employee has or might have arising in any manner at any time up to the date of this Agreement. Such potential claims, **include but are not limited to:**
 - 5.1. Any claims relating to employment discrimination on account of race, sex, age, national origin, religion, disability, pregnancy, sexual orientation or other basis, whether or not arising under the Federal Civil Rights Acts, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Rehabilitation Act of 1973, the Americans With Disabilities Act, any amendments to the foregoing laws, or any other federal, state, county, municipal, or other law, statute, regulation or order relating to employment discrimination;
 - 5.2. Any claims relating to pay or leaves of absence arising under the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, and any similar laws enacted in any other jurisdiction;
 - 5.3. Any claims relating to, arising out of, or connected with employment with HP, whether or not based upon any alleged violation of public policy; compliance (or lack of compliance) with any HP policy, procedure, practice, or guideline; any oral, written, express, and/or implied employment contract or agreement; any implied covenant of good faith and fair dealing; or any federal, state, county or municipal law, statute, regulation, or order whether or not relating to labor or employment;
 - 5.4. Any claims alleging wrongful acts resulting in physical injury, emotional distress, damage to reputation, or any other damage; and
 - 5.5. Any claims relating to, arising out of, or connected with any other matter or event occurring prior to the execution of this Agreement whether or not brought before any judicial, administrative, or other tribunal.
6. It is expressly agreed that the claims released pursuant to this Agreement include all waivable claims against individual Employees of HP whether acting within the scope of their duties, individually, or in any other capacity.
7. In entering into this Agreement, the parties have intended that this Agreement be a full and final settlement of all matters, whether or not presently disputed, that could have arisen between them. **Employee understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present and all rights under Section 1542 of the California Civil**

Code and/or any similar statute or law of any other jurisdiction are hereby expressly waived. Such section reads as follows:

SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

8. Employee represents that he/she does not have in his/her possession any specification, drawings, blueprints, reproductions, sketches, notes, reports, proposals, computer disks, sales reports, customer lists, marketing or business plans, or copies of them or other documents or materials, tools, equipment or other property belonging to HP. Employee acknowledges that during the course of employment with HP, he/she has had access to and acquired knowledge of trade secrets and confidential and proprietary business information relating to HP and/or third parties such as vendors, suppliers and customers. Employee agrees to maintain all such information in strict confidence and not to use or disclose such information unless the information becomes public through no fault of the employee, or HP provides written consent to such use or disclosure, or as otherwise required by law. Employee further agrees to abide by the terms of any confidentiality and/or proprietary information agreement that he/she has entered into with HP, the terms of which shall continue in full force and effect. Nothing in this Agreement is intended to limit any remedy of HP under applicable law in connection with protection of its intellectual property.
9. Employee agrees that he/she will not make or publish, either orally or in writing, any disparaging statement regarding HP, or any of its affiliates or in any way impede or interfere with the customer relationships of HP.
10. Employee agrees to fully cooperate and assist HP at its expense in the prosecution or defense of any and all patent applications, claims, disputes, lawsuits or other proceedings in connection with any and all claims made by or against HP that arose during the course of Employee's employment.
11. Employee understands and agrees that, as a condition of this Agreement, Employee shall not be entitled to any employment (including employment as an independent contractor or otherwise) with HP, its subsidiaries, joint ventures, or any successor, and Employee hereby waives any right, or alleged right, of employment or re-employment with HP. For a period of one year following execution of this document, Employee agrees not to apply for employment as a regular Employee of HP and not to institute or join any action, lawsuit or proceeding against HP, its subsidiaries, joint ventures or successors for any failure to employ Employee. In the event Employee should secure such employment, it is agreed that such employment is voidable without cause or notice in the sole discretion of Hewlett-Packard.

12. This Agreement shall be binding upon Employee and HP and upon their heirs, administrators, representatives, executors and assigns. Employee expressly warrants that he/she has not transferred to any person or entity any rights, causes of action or claims released in this Agreement.
13. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either HP or Employee. If any part of this Agreement is determined by any court to be wholly or partially unenforceable, the enforceability of the remaining parts shall not be affected, and the unenforceable part shall be deemed not to be a part of this Agreement.
14. Both Employee and HP understand and agree that, except for matters relating to intellectual property, trade secrets, confidential or proprietary information, this Agreement represents the entire agreement and understanding between them concerning Employee's separation from HP, and supersedes and replaces any and all prior agreements and understandings concerning Employee's relationship with HP and compensation by HP. This Agreement may not be amended.
15. Employee and HP fully understand that if the facts with respect to this Agreement as executed, or the prior treatment by, relationship or dealings with, the other party are later found to be other than or different from the facts now believed to be true, Employee and HP expressly accept and assume the risk of such possible differences of fact(s) and/or belief and agree that this Agreement shall be and remain effective notwithstanding such difference in fact(s) and/or belief. Employee agrees that the consideration set forth above fully compensates for these risks and that Employee will have no legal recourse against HP in the event a fact or belief for which Employee assumes the risk occurs.
16. This Agreement may be executed in counterparts by facsimile, and each counterpart, facsimile, or photocopy shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.
17. Employee may accept this Agreement by executing it and returning it no earlier than Employee's termination date and no later than the later of (a) 45 calendar days after Employee's termination date, and (b) 45 calendar days after Employee's notification of eligibility for benefits under the 2007 U.S. EER Program. After executing this Agreement, Employee shall have a period of seven calendar days ("the Revocation Period") during which he/she may revoke this Agreement by indicating his/her desire to do so in writing, addressed to HP, Attention: Workforce Management Programs, 2 Results Way – MR02-4/C13, Marlboro, MA 01752, or via email to wfm-ushrops@hp.com. You will receive an email confirmation that revocation of your Release has been received. If Employee does not accept this Agreement as set forth above and within the time period described above, or if Employee revokes this Agreement during the Revocation Period, this Agreement, including but not limited to the obligation of HP to provide the benefits of the 2007 U.S. EER Program, shall automatically be deemed null and void. If not revoked within the

Revocation Period, the effective date of this Agreement shall be the 8th calendar day following the Employee's signing of the Agreement.

IN SIGNING THIS AGREEMENT, YOU FURTHER STATE THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH THE ATTORNEY OF YOUR CHOICE, THAT YOU HAVE CAREFULLY READ THIS AGREEMENT, THAT YOU HAVE HAD AMPLE TIME TO REFLECT UPON AND CONSIDER ITS CONSEQUENCES, THAT YOU FULLY UNDERSTAND ITS FINAL AND BINDING EFFECT, THAT THE ONLY PROMISES MADE TO SIGN THIS AGREEMENT ARE THOSE STATED ABOVE, AND THAT YOU ARE TERMINATING YOUR EMPLOYMENT OR HAVE TERMINATED YOUR EMPLOYMENT VOLUNTARILY AND ARE SIGNING THIS AGREEMENT VOLUNTARILY.

Employee

Hewlett-Packard Company

Signature

By:

Printed Name: _____

Name: _____

Employee Number: _____

Title: _____

Mailing Address: _____

Date: _____

Date: _____

NOTE: THIS DATE CAN BE NO EARLIER THAN YOUR TERMINATION DATE