# EDS Retirement Plan Summary Plan Description

**Important! Please note:**
The *EDS Retirement Plan Summary Plan Description* (SPD) provides important information about the EDS Retirement Plan (the Plan), including benefit features, resources, and summaries of what happens when you experience certain changes in your life. This SPD applies to eligible employees of Hewlett-Packard Company (HP) who previously worked for Electronic Data Systems Corporation (EDS), as well as former employees and beneficiaries with vested benefits that have not been fully paid. However, **benefits for participants who terminated from EDS before July 1, 1998 are subject to separate provisions not described in this SPD**. For more information about these benefits, contact the HP Retirement Services Center (see "Benefits resources and phone numbers" later in this SPD).

You may have a benefit in the Plan if you were employed by EDS before HP acquired EDS on August 26, 2008, or if you joined EDS, an HP Company between August 26, 2008 and December 31, 2008. The Plan was closed to new participants on January 1, 2009. Eligibility to earn Pay-Based Credits to Personal Pension Accounts (PPAs) under the Plan ended on December 31, 2008, although Interest Credits continue to accrue on existing PPA accounts.

This *EDS Retirement Plan SPD* represents your summary plan description under the Employee Retirement Income Security Act of 1974, as amended (ERISA). As a summary, this information does not contain all of the details about the Plan. The complete terms of the Plan are contained in the plan documents. In the event of a conflict or inconsistency between this summary and the terms of the Plan, the terms of the Plan will control.

This SPD has been updated to reflect the terms of the Plan, as in effect through January 1, 2012. Updates about any changes to the Plan will be provided to you as they occur, or otherwise as required by ERISA.

## Contents

## Overview

The EDS Retirement Plan provides pension benefits for eligible HP employees who were employed by Electronic Data Systems Corporation before HP acquired EDS on August 26, 2008, or who joined EDS, an HP Company between August 26, 2008 and December 31, 2008. You also may be a participant if you have vested benefits that have not been fully paid, either because you are a former employee or a beneficiary of a deceased participant. However, **benefits for participants who terminated from EDS before July 1, 1998 are subject to separate provisions not described in this SPD**.

**Pay-based credits no longer provided under the EDS Retirement Plan**

The EDS Retirement Plan was “frozen” effective December 31, 2008, meaning that new employees were not eligible to participate in the Plan after that date, and no additional Pay-Based Credits were allocated to existing Personal Pension Accounts after that date. However, if you are a current participant with a PPA balance, you will continue to receive Interest Credits on the balance in your PPA, and your vested benefit will be payable at retirement.

Vested benefits under the EDS Retirement Plan are generally paid in the form of a monthly annuity after you terminate employment and satisfy retirement eligibility criteria (age 65, or age 55 or older with a combination of age plus years of service equal to 70 or more).

## Benefits resources and phone numbers

The chart below provides a handy reference of resources and phone numbers for the EDS Retirement Plan.

| Benefit program | Whom to contact | Web resources | Phone resources |
|---|---|---|---|
| **EDS Retirement Plan** | HP Retirement Services Center at Fidelity<br>• General questions<br>• Program details<br>• Applying for benefits<br>• Retirement benefit modeling<br>• Beneficiary designations or changes<br>• Changes to mailing address (for former employees, beneficiaries, alternate payees, and employees being paid on a non-U.S. payroll)<br>• Changes to direct deposit or tax withholdings (for participants receiving monthly annuity payments) | www.netbenefits.com | 1-800-457-4015<br><br>Outside the U.S., call 1-800-457-4015 after dialing the AT&T direct access number for the specific country (log on to www.att.com/traveler for AT&T direct access numbers). If you are in a country that does not have the AT&T Direct Toll Free Service, call collect at 508-787-9902.<br><br>1-888-343-0860 (TDD number for the hearing- or speech-impaired) |

### Fidelity NetBenefits®

You can use Fidelity NetBenefits (the online site for your plan information) to access information about your Plan benefit, as well as any benefits you may have under the HP 401(k) Plan. You can access the site through the Internet at www.netbenefits.com.

The first time you access NetBenefits, you'll be asked to create a Password. You'll also have the option of creating a Username to use in place of your Social Security number when you access the site. You'll use your Social Security number/Username and your Password for future online interactions with NetBenefits and whenever you call the HP Retirement Services Center. Your Username and Password provide an important security measure and represent your electronic signature for certain types of transactions. Be sure to keep this information secure at all times.

If you forget or lose your Password, you can log on to NetBenefits and reset your Password. Your new Password will be updated immediately. Here's a sample of some of the services Fidelity NetBenefits provides:

- Check current pension benefit amounts;
- Model future benefits;
- Designate or update beneficiaries; and
- Apply for benefit payment.

### HP Retirement Services Center at Fidelity

The HP Retirement Services Center at Fidelity is a full-service retirement programs service center that can help with your EDS Retirement Plan needs, as well as any balance you may have in the HP 401(k) Plan.

The HP Retirement Services Center can provide retirement planning tools and help with beneficiary designations or filing a claim for benefits, or if you just have general questions about your HP retirement benefits.

To reach the HP Retirement Services Center, call the phone numbers listed earlier in this SPD under "Benefits resources and phone numbers."

## Eligibility

Before December 31, 2008, participation was open to full-time and part-time employees who were employed by EDS or an adopting U.S. subsidiary of EDS. Participation began immediately upon being hired into an eligible classification. Effective December 31, 2008, the Plan was closed to new participants.

Individuals classified by EDS in the following classifications or other similar classifications were not eligible for Plan participation:

- A resident or nonresident alien not subject to U.S. federal income taxation;

- An employee eligible to participate in the EDS Puerto Rico Savings Plan;

- An employee designated and paid as a leased employee, consultant or independent contractor.

## Vesting

"Vesting" refers to ownership rights in your EDS Retirement Plan benefit and whether your benefit will be payable to you following termination of employment.

- If you are a current HP employee, you become100% vested when any of the following occurs:

  — You complete three years of "vesting service" (described below);
  — You turn age 65 (if you are still employed on that date); or
  — You die while actively employed at HP.

- If you are a former employee, the vested status of your benefit was determined at the time of termination of employment from EDS or HP (as applicable) based on plan rules then in effect. If your benefit was not yet vested at the time you terminated employment, your benefit was forfeited and can generally be restored only if you return to work within six years of when you terminated employment (different rules may apply depending on when you terminated employment).

## Years of service

Years of service for vesting and benefit purposes are determined as follows:

- Prior to July 1, 1998, EDS employees earned a year of service if they worked at least 23 weeks in a 365-day period. Beginning July 1, 1998, and continuing after HP's acquisition of EDS on August 26, 2008, employees earn a year of service for each 365-day period following their date of employment or date of re-employment, if applicable. For participants in the Plan who had not completed a year of service as of June 30, 1998, years of service were counted as the next higher whole number for vesting purposes only.

- Service credit includes employment with EDS, HP and most EDS or HP subsidiaries, including non-U.S. subsidiaries. Service also includes time you are away from work due to vacation, holidays, illness, incapacity, jury duty, military service, leave of absence or disability leave, up to your termination date.

- In some cases, transitioned employees were given credit for service with a former employer. Such prior service was credited under the Plan only if credit was specifically granted under the terms of the transaction agreement under which the transitioned employee became an employee of EDS.

- Certain leased employees may have received vesting credit based on their service with a leasing organization, if the leased employee commenced employment with EDS or an adopting subsidiary after terminating employment with the leasing organization.

You incur a break in service for each 12-month period after you leave employment. If you separate from HP before you are vested and are subsequently rehired, you retain your prior years of service only if your time away is less than six years. If you separate from HP  but are subsequently re-employed within 12 months of your termination of service, then the period of absence is counted as a period of service, as if you never left. If you are a former EDS employee who left and returned to work before July 1, 1998, Plan rules in effect at the time you returned to work determined whether your previous vesting service was restored.

There is no partial vesting in the Plan. After you become vested in the Plan, you may receive benefits when you terminate employment and either reach age 65 or become eligible for an early retirement benefit (age 55 or older with combined age and years of service equal to 70 or more). You remain vested even if you terminate employment and later return to HP. If you die, your surviving spouse or beneficiaries may be eligible to receive a survivor benefit.

## Amount of benefits

Benefits under the plan are generally expressed as a Personal Pension Account (PPA) balance. Your vested PPA balance represents the value of benefits available to you under the Plan, although benefits are generally paid as a lifetime annuity rather than a single lump-sum payment. Your PPA earns monthly Interest Credits at the Plan's specified rate until you commence payment of benefits and your PPA is converted to an annuity.

### Pay-Based Credits provided before January 1, 2009

Depending on your status, you may have earned one or more of three different types of Pay-Based Credits before December 31, 2008. These are summarized in the table on the following page. Pay-Based Credits were only available for periods during which you were employed by EDS or an adopting subsidiary.

Participants also had the option to allocate certain Pay-Based Credits to the EDS 401(k) Plan instead of their PPA, in which case your PPA may not reflect the full amount of Pay-Based Credits that were available to you. For more information, see "Choice Allocation option for Pay-Based Credits" later in this SPD.

| Pay-Based Credit | How it worked |
|---|---|
| **Base PPA Credits** | Base PPA Credits were monthly credits added to your PPA, equal to a percentage of your eligible monthly compensation determined based on your age and years of service. Age and years of service were calculated in whole years as of the end of each month, with fractional years disregarded. Base PPA Credits consisted of two components: the Basic PPA Credit and the Excess Wage Credit:<br><br>• **Basic PPA Credits** were calculated by adding your age and years of service, then dividing by 12. That figure was rounded to two decimal points, converted into a percentage by dividing by 100, and then multiplied by the amount of your monthly compensation. For example, if you were age 46 with 12 years of service at the end of a month, your Basic PPA credits for the month were 4.83% of your eligible monthly compensation (58 total years divided by 12).<br><br>• **Excess Wage Credits** were calculated for any compensation you earned above the Social Security Taxable Wage Base, which is the maximum amount of annual compensation on which you pay Social Security taxes (for example, $102,000 in 2008). Once your pay exceeded the Social Security Wage Base, Excess Wage Credits were calculated monthly using the same percentage of eligible monthly compensation as your Basic PPA credits, but subject to a maximum credit of 5.00% and only applied to compensation that exceeded the Social Security Wage Base. |
| **Conversion Credits** | Conversion Credits were provided to eligible employees who were born on or before July 1, 1955 and who as of June 30, 1998 were both participants in the Plan and vested in their Plan benefits. If you satisfied all of these criteria, you were eligible to receive Conversion Credits starting July 1998 and continuing for a period of years equal to the lesser of 10 or the whole number of your years of service with EDS as of July 1, 1998. Years of service with a prior employer (in the case of a transitioned employee) were not counted for this purpose.<br><br>Conversion Credits were added to PPAs for some employees to help them transition from the Plan's previous benefit formula to the PPA. If you qualified, Conversion Credits were calculated monthly as a percentage of your Base PPA Credits, determined based on your date of birth:<br><br>• If you were born July 1, 1953 or earlier: Conversion Credits were equal to 60% of your Base PPA Credits.<br>• If you were born between July 2, 1953 and July 1, 1954: Conversion Credits were equal to 40% of your Base PPA Credits.<br>• If you were born between July 2, 1954 and July 1, 1955: Conversion Credits were equal to 20% of your Base PPA Credits. |

| Pay-Based Credit | How it worked |
|---|---|
| **Mid-Career Adjustment Credits** | Mid-Career Adjustment Credits were provided to participants if they joined EDS (or their previous employer, in the case of transitioned employees) after the age of 35. These credits were designed to help offset any impact that a change in employers might have on longer-term retirement planning for employees changing employers in the middle of their career.<br><br>If you qualified, Mid- Career Adjustment Credits were provided monthly along with your Base PPA Credits and any Conversion Credits. Mid-Career Adjustment Credits were calculated as a percentage of your eligible monthly compensation, with the percentage determined as $1/12^{th}$ of the difference between your age on your hire date and age 35. Partial years were not counted. For example, if you were hired at age 51, your Mid-Career Adjustment Credits were calculated as 1.33% of your eligible monthly compensation (age 51 minus age 35, divided by 12).<br><br>The Mid-Career Adjustment Credit was provided every year until termination of employment, or until December 31, 2008 if earlier. For employees who had periods of employment after age 35, subsequently terminated and were again rehired before January 1, 2009, the Mid-Career Adjustment Credit was reduced for the years initially worked past age 35. |

In calculating Pay-Based Credits, your monthly compensation included most types of earnings, including base pay, commissions, overtime and bonuses, subject to certain exceptions. Compensation was also subject to the IRS limits that applied in that year (for example, the limit was $230,000 in 2008). If you had eligible compensation that exceeded the IRS limit, you may have earned credits in a Restoration Account in the EDS Benefit Restoration Plan.

**Interest Credits**

All participants with a PPA continue to receive Interest Credits, even after ceasing to earn Pay-Based Credits. Your PPA is credited with Interest Credits at a predetermined rate that's adjusted annually each January 1 subject to a minimum rate of 5% per year. Interest Credits continue to accumulate until your PPA is paid to you or converted to an annuity at retirement.

The interest rate used for the PPA is 0.5% above the U.S. 30-year Treasury bond rate as published in the U.S. edition of The Wall Street Journal (or, if not published in The Wall Street Journal, then as announced by the U.S. Treasury Department) on the first business day of September in the year before the calendar year for which it is effective. If the 30-year U.S. Treasury bond rate plus 0.5% is under 5% on the September measurement date, the PPA will use the minimum guaranteed rate of 5% as the interest for the coming year.

### Choice Allocation option for Pay-Based Credits

A provision of the EDS Retirement Plan allowed you to make an annual election to direct up to 33% of your monthly Pay-Based Credits to your EDS 401(k) Plan account instead of having these credits added to your PPA. The directed amount was called your PPA Choice Allocation. Your current PPA value reflects any adjustment for credits you elected to allocate to your 401(k) account instead of your PPA. All allocation decisions were irrevocable, and amounts allocated to your 401(k) account or PPA can not be transferred at a later date.

### Minimum benefit amounts

Depending on your circumstances, certain minimum benefits may apply under the Plan:

- For participants under the Plan's prior formula in effect before July 1, 1998, monthly benefits payable at retirement as a single life annuity will not be less than the participant’s monthly accrued benefit as of June 30, 1998, payable at age 65 as a single life annuity.

- For participants who were age 50 or older and had at least 10 years of service with EDS as of June 30, 1998, benefits were not less than the benefit payable under the Plan's prior formula for up to an additional seven years. This benefit assumed level future compensation after July 1, 1998, but included actual continuous service after June 30, 1998, through June 30, 2005.

- Effective July 26, 1999, except for participants who had five or more years of service at separation or were transitioned to EDS or an adopting subsidiary from another employer, each participant’s PPA balance was no less than $2,200, increased by monthly interest at the compound annual rate of 6 ½% from the time the participant began participating in the Plan.

**If you worked for EDS in more than one country**
If you are a U.S. citizen who worked for EDS in at least two countries (one being the United States) and you were on local benefits in each of those countries, your Plan benefit at retirement will be calculated by assuming you always worked in the U.S. This benefit will be compared with your benefits in all countries where you worked for EDS. If the benefit, assuming you had worked in the U.S. the entire time, is larger than the benefits provided by EDS for the combined countries you worked in, then the EDS Retirement Plan will make up for that shortfall.

### How benefits may be limited

Benefits under the EDS Retirement Plan are subject to certain limits imposed by the Internal Revenue Code, including the amount of compensation that may be taken into account in calculating your benefits, as well as the amount that can be paid as an annual benefit. If these limits apply to you, you may qualify for additional benefits under the EDS Benefit Restoration Plan, a nonqualified pension plan.

**If you continue to work after age 65**
If you continue to work past age 65, you will continue to earn Interest Credits on your PPA. Benefits will not be paid to you until you retire.

**If you leave and are rehired**
If you previously participated in the EDS Retirement Plan and are rehired, the Plan's rules in effect at the time you terminated employment determine whether past benefits or service will be restored to you. The following chart describes the current rules for rehired employees.

| Your vested status when you left | What happens when you return |
|---|---|
| **You were vested in your pension benefit** | You remain 100% vested in your benefits under the EDS Retirement Plan. You continue to earn Interest Credits on any PPA account that has not been paid to you or converted to an annuity. If you are receiving monthly annuity payments, these payments will continue. |
| **You were not vested in your pension benefit** | If you return to work within six years of the time you left, your non-vested benefit and prior service will be restored to you at the time of your rehire. You continue to earn Interest Credits on any PPA balance that is restored.<br><br>If you return to work six or more years after you left, you will not receive credit for prior vesting service or reinstatement of any benefits. |

Benefits from the EDS Retirement Plan generally cannot be paid to you while you are actively employed by HP or its affiliates. However, if you are receiving monthly payments under an annuity payment option, these payments will continue when you are rehired.

## When benefits are payable

Your vested benefits under the EDS Retirement Plan are payable following termination of employment or retirement, as follows:

- **Normal Retirement:** You are eligible to receive a normal retirement benefit on the first day of the month on or after your 65th birthday.

- **Early Retirement:** You can elect early retirement any time after your 55th birthday, provided the sum of your age plus your years of service equals at least 70 (for example, age 55 with at least 15 years of service, or age 60 with at least 10 years of service, etc.). Keep in mind that annuity benefits that start before age 65 will generally provide smaller monthly payments because benefits are expected to be paid over a longer period of time. Your PPA will continue to earn Interest Credits until you elect to receive it.

If your employment terminates before you are eligible for an early retirement benefit, you may begin receiving your benefit when you satisfy the requirements for an early retirement benefit (as outlined above) or at normal retirement age (age 65).

If the present value of your benefit is more than $1,000 when you terminate employment, you may leave your account balance in the plan until April 1 of the calendar year after you attain the age of 701⁄2. At that time, you must begin to receive your benefit. If the present value of your benefit is $1,000 or less when you terminate employment, your benefit will be paid to you automatically in the form of an immediate lump-sum distribution.

## How benefits are paid

The EDS Retirement Plan offers a number of payment options for vested benefits that depend, in part, on the value of your PPA when you leave and whether you're eligible for retirement. In most cases, **benefits must be paid as an annuity and can not start until you terminate employment and reach retirement eligibility** (age 65, or age 55 or older with age plus years of service equal to 70 or more). Different payment options may be available if your benefit is $5,000 or less (see "If your benefit is $5,000 or less" later in this section). For information on how to apply for payment of your benefit, see "Applying for benefits" later in this SPD.

Benefits are paid in one of the following annuity payment forms:

- Single Life annuity—*the normal form of payment for unmarried participants*
- 50% Joint and Survivor annuity—*the normal form of payment for married participants*
- 75% Joint and Survivor annuity
- 100% Joint and Survivor annuity
- 5-year Certain and Life annuity
- 10-year Certain and Life annuity
- Level Income annuity

Except for the Level Income annuity option, all annuity payment forms provide a cost-of-living adjustment (COLA) that may increase your annual benefit over time. The annual COLA adjustment is equal to the Social Security-adjusted consumer price index for the year, up to a maximum of 3%. COLA adjustments take effect each January 1st following the commencement of your benefit or your attainment of age 62, if later.

Please note that if the COLA amount is negative in any one year, your benefit will not be reduced, but future COLA increases will be reduced by the negative adjustment. For example, if the COLA was -0.5% in 2010, and +1.5% in 2011, your benefit would not be reduced in 2010, but the COLA adjustment applied to you in 2011 would be 1%.

If you commence your benefit at age 62 or later, the COLA will be pro-rated for the calendar year following benefit commencement.
You may also select any of the payment forms without a COLA, if you prefer, which will generally provide a larger initial annuity amount, but your payments will not be adjusted over time.

All forms of payment have values equivalent to the single life annuity form of payment. **Please note that once payments begin, you cannot change your payment option.** The following provides additional information about each of the payment options.

### Normal forms of payment

There are two normal forms of payment—one for individuals who are single when payments begin, and one for married individuals. If you want to receive benefits in a different form than the normal form of payment, you must make an election and obtain any necessary spousal consent. When you choose a single life or 50% joint and survivor annuity, your PPA is reduced to zero, and benefits are provided on a monthly basis for your and your spouse's lifetimes. The total amount paid over your lifetimes may be more or less than your PPA balance at the time you began receiving benefit payments.

| Your marital status when payments begin | Normal form of payment for benefits |
|---|---|
| **Single** | The normal form of benefit payment for single individuals is a single life annuity with COLA. A single life annuity pays you a monthly benefit for your lifetime with annual COLA adjustments. When you die, all benefits stop. You also may decline the COLA feature and receive a fixed benefit amount for your lifetime.<br><br>The monthly amount of your single life annuity is determined based on your PPA balance and applicable conversion factors used by the plan at the time payments begin. |
| **Married** | The normal form of benefit payment for married individuals is a 50% joint and survivor annuity with your spouse as joint annuitant. This annuity also includes a COLA feature (unless you elect otherwise) and pays a monthly benefit for your lifetime.<br><br>• If you die after payments begin, your surviving spouse (to whom you were married at the time payments began) receives 50% of your monthly benefit for his or her lifetime.<br><br>• If your spouse dies before you do, you continue to receive the same monthly amount for the remainder of your life. You cannot elect another joint annuitant or change your payment option at that time.<br><br>Because this option includes survivor benefits, your own benefit is reduced during your lifetime from the amount you would receive as a single life annuity.<br><br>The monthly amount of your 50% joint and survivor annuity is determined based on your PPA balance, your and your spouse's age, and applicable conversion factors used by the plan at the time payments begin. |

### Optional annuity forms of payment

If you do not wish to receive payment of your vested benefits in the "normal" form based on your marital status, you may elect one of the optional annuity forms of payment. If you're married at the time payments begin, you must obtain your spouse's consent to certain payment forms (see "Spousal consent requirements" later in this SPD). The optional payment forms are as follows:

| Payment option | How it works |
|---|---|
| **Single life annuity with COLA** | You receive a fixed monthly benefit payable during your lifetime, but no further benefit payments are made to your beneficiary(ies) after your death. This is an optional form of payment requiring spousal consent if you're married at the time payments begin, and provides the largest monthly pension amount while you're living. You may also decline the COLA feature and receive a benefit amount for your lifetime that will be larger initially, but will not be adjusted over time. |
| **75% or 100% joint and survivor annuity with COLA**<br><br>*Joint and survivor annuity options are also available if you terminate employment on or after January 1, 2008 and have a domestic partner who you designate as your joint annuitant.* | If you're married at the time payments begin, instead of electing a 50% joint and survivor annuity, you may choose to have your spouse receive a larger benefit after you die. You receive a reduced monthly benefit while you're living, and following your death, a percentage of your benefit (75% or100%, depending on your election) is continued for the lifetime of your surviving spouse (to whom you were married at the time benefits began). Because this benefit may continue beyond your lifetime, your monthly payment amount is reduced based on the percentage option you choose and on the ages of you and your spouse. The reduction during your lifetime will be larger than under the 50% joint and survivor annuity because the amount continued to your surviving spouse is greater. This means that the monthly benefit payment while you are living will be less than the 50% joint and survivor annuity benefit and the survivor benefit will be greater — either 75% or 100% of the joint payment.<br><br>You may decline the COLA feature and receive a benefit amount that will be larger initially, but will not be adjusted over time.<br><br>If your spouse dies before you, you are not permitted to name a different joint annuitant or change your payment option at that time, and no further benefits will be payable following your death. |
| **5- or 10-year certain and life annuity with COLA** | This option provides you with a reduced monthly benefit for your lifetime (as compared to a single life annuity), but guarantees payments to your beneficiary for a minimum of 5 or 10 years, depending on your election. If you die within the 5- or 10-year guarantee period, the same monthly benefit that you had been receiving before your death will be paid to your designated beneficiary for the remainder of the guarantee period. If you die after the 5- or 10-year guarantee period, benefit payments will stop and no further benefits will be payable to your survivors. If you are married at the time payments begin, spousal consent is required to elect this option.<br><br>You may decline the COLA feature and receive a benefit amount that will be larger initially, but will not be adjusted over time. |

| Payment option | How it works |
|---|---|
| **Level income annuity (no COLA)** | This option provides an increased monthly benefit (as compared to a single life annuity) until Social Security benefits are anticipated to begin (between age 62 and Social Security Normal Retirement Age). Thereafter, monthly benefit payments are correspondingly reduced. When you die, payments stop and no benefits are payable to your survivors.<br><br>This option does not provide an option for COLA adjustments. If you are married at the time payments begin, spousal consent is required to elect this option. |

### Spousal consent requirements

If you are married at the time you claim your benefits and you want to elect a payment form other than a 50% (or greater) joint and survivor annuity, federal law requires that you obtain written spousal consent to your election. This spousal consent must be notarized and must be given within 180 days of when your benefits are to begin or are to be paid in full. By providing written consent, your spouse waives the right to receive pension benefits after your death.

### Changing your form of payment

You may change your form of payment or name a different joint annuitant at any time **before** benefit payments have been processed. You may name a different beneficiary under the 5- or 10-year certain and life annuity options at any time. Any of these changes is subject to the spousal consent rules described above.

If your spouse (or domestic partner, if applicable) under a joint and survivor annuity form of payment dies **before** payments are scheduled to begin, your benefit will be paid as a single life annuity, unless you choose a different form.

No changes to your payment option or joint annuitant can be made after your payment election has been processed.

**Payment option example**

Here's an example of how your payment options can affect the amount you receive. Assume the employee is commencing benefits at age 65 in 2012. The employee's spouse (if married) is also age 65, and the employee's vested PPA balance is $50,000 at the time payments begin. The employee can choose to take payments in any of these forms (subject to spousal consent, as applicable):

| **Form of payment** | **Approximate monthly benefit** | **Approximate monthly benefit to joint annuitant or beneficiary after death** |
|---|---|---|
| Single Life Annuity with COLA | $417<br>($477 without COLA) | No survivor benefits payable |
| 50% Joint and Survivor Annuity with COLA | $384<br>($443 without COLA) | $192<br>($222 without COLA) |
| 75% Joint and Survivor Annuity with COLA | $369<br>($428 without COLA) | $277<br>($321 without COLA) |
| 100% Joint and Survivor Annuity with COLA | $355<br>($414 without COLA) | $355<br>($414 without COLA) |
| 5-Year Certain and Life Annuity with COLA (with spouse or another 65-year old as beneficiary) | $412<br>($471 without COLA) | Existing benefit continues for remainder of guaranteed period only |
| 10-Year Certain and Life Annuity with COLA (with spouse or another 65-year old as beneficiary) | $399<br>($456 without COLA) | |
| Level Income Annuity (no COLA) | $2,294 before age 66<br>$323 age 66 forward | No survivor benefits payable |

These examples are based on the current mortality tables and interest rates used by the Plan, which change from time to time. The interest rate used in the examples is 7.5%. The examples, including all assumptions regarding interest rates and other factors, are for illustrative purposes only and are not a guarantee of actual benefit values. When interest rates and mortality factors change, the annuity amounts shown above would change, although in all circumstances, the benefits are "actuarially equivalent" under Plan and IRS rules. The Level Income Annuity above was determined using a Primary Insurance Amount (PIA) of $2,099 payable at the participant's Social Security Normal Retirement age 66.

*If you have reached your normal or early retirement age, you can estimate your annual retirement benefit by dividing your PPA balance by 10. The calculation will give you a very rough estimate of the annual benefit when paid as a single life annuity with COLA. For* *example, if your PPA balance is $120,000, your annual benefit payment would be in the range of $12,000 per year ($1,000 per month) as a single life annuity with COLA.*

| **Using the retirement modeling tool to estimate your benefits** |
|---|
| In addition to the information provided in this SPD, participants who have not yet commenced payment of benefits can access a retirement modeling tool to project future retirement benefits **using your own assumptions**, including interest rates and when you'd like to begin receiving your benefit. The tool provides benefit estimates based on your assumptions. You can access the tool on Fidelity NetBenefits at www.netbenefits.com.<br><br>The modeling tool allows participants to obtain pension estimates using different interest crediting rates, retirement dates, and other factors.<br><br>When using the modeling tool, keep in mind that the data you receive is only an estimate based on the assumptions you enter and the data provided to Fidelity by HP at the time the estimate is provided. **It is not a guarantee of actual benefits**. Actual benefits are determined based on the terms of the Plan, as well as your personal data and other relevant factors, as in effect at the time benefits are calculated based on your elected commencement date. |

### If your benefit is $5,000 or less

If the "present value" of your vested benefit is $5,000 or less when you terminate employment, your benefit will be payable as shown in the table below. For this purpose, the "present value" of your benefit is defined as the current dollar amount that, with interest, could provide the monthly benefit you have earned under the Plan. It may be (and probably will be) different than your PPA balance.

| Present value of benefit | How benefits are paid |
|---|---|
| **$1,000 or less** | Your benefit will be paid as a taxable lump-sum cash distribution, net of withholdings, unless you elect to roll over your benefit. You may elect a direct rollover to an IRA or another eligible employer retirement plan (including the HP 401(k) Plan, if you have a balance) provided you take action within 60 days of receiving notice of your upcoming distribution from Fidelity. A lump-sum distribution is considered payment in full of your benefit. |
| **More than $1,000, up to $5,000** | You may elect a voluntary lump-sum distribution. If you do not elect a lump-sum distribution, you may begin receiving your benefit in the form of a monthly annuity when you meet retirement eligibility requirements (age 65, or age 55 with age plus years of service equal to 70 or more). Your PPA balance will continue to earn Interest Credits until you begin receiving your benefit. |

If the present value of your benefit exceeds $5,000, you are generally not eligible for a lump-sum distribution, and payment of your benefit as an annuity can commence only when you meet early retirement eligibility requirements. However, if your PPA balance is $5,000 or less when you terminate employment (despite the present value of your benefit exceeding $5,000), you have a one-time opportunity to elect an immediate lump-sum distribution, an immediate single life annuity with COLA (if single), or a 50% joint and survivor annuity with

COLA (if married). If you make no election within 60 days from the date provided to you in writing by the HP Retirement Services Center, your benefit will default to a deferred annuity and you will no longer have the option to elect a lump sum or immediate annuity.

If you are eligible for and receive your entire benefit amount as a lump-sum distribution, no additional pension payments are made to you or your beneficiary in the event of your death.

### *Payment options for lump-sum distributions*

If you are eligible to receive a lump-sum distribution, you have several choices for how to receive your payment. Your choice will affect the amount of tax you owe, if any. See "Taxes and your pension" later in this SPD for more information.

| Lump sum option | How benefits are paid |
|---|---|
| **Direct rollover** | A direct rollover is a tax-deferred payment of your benefits directly to an individual retirement account (IRA) or another eligible employer retirement plan (for example, another employer's 401(k) plan). The check is made payable to the custodian of your IRA or the trustee of your eligible employer retirement plan and mailed to your address on file. It is your responsibility to send the check to your new plan or IRA to complete the rollover. If you intend to roll over your benefits to a new employer's retirement plan, you should check with your new employer to determine whether the plan accepts rollovers before requesting a distribution. |
| **Direct rollover to your HP 401(k) Plan account** | This tax-deferred payment of your benefits is made directly to your HP 401(k) Plan account. This option is only available if you have an existing HP 401(k) Plan balance at the time of payment. The rollover will automatically be handled by the HP Retirement Services Center, and you will not receive a check. |
| **Direct payment to you** | Under this option, the check is made payable to you and mailed to your address on file, with mandatory federal and any state taxes withheld. You may still be eligible to roll over your payment to an IRA or another eligible employer retirement plan (and defer taxes on your payment) if you do so within 60 days of receiving payment. Mandatory tax withholding will still apply, so you will need to make up the amount withheld for taxes, or else you will be subject to tax on any portion of your distribution that you do not roll over. You may also be subject to a 10% additional penalty tax if you are under age 59½. |
| **Partial direct rollover** | This option combines certain of the lump-sum payment options described above. With this option, you elect to have a portion of your lump-sum distribution directly rolled over on a tax-deferred basis, and a portion paid directly to you on a taxable basis. |

**Consider the tax implications**

The decision you make about *how* to receive benefits will have significant tax implications. You are advised to consult a tax expert before you make a decision about how to take payment of your Plan benefit. Also be sure to review the "Special Tax Notice Regarding Plan Payments" and "Participant Distribution Notice" for more detailed information about tax consequences. These notices are available on Fidelity NetBenefits at www.netbenefits.com and from the HP Retirement Services Center at Fidelity. For additional information, see "Taxes and your pension" on the following page.

## Taxes and your pension

In general, your EDS Retirement Plan benefits will be taxable income in the year you receive them. The Plan is required to withhold federal income taxes (and state income taxes, where applicable) from your benefit payments unless you opt out of withholding or you are eligible for a lump-sum distribution (for benefits of $5,000 or less) and choose a direct rollover to an IRA or another employer retirement plan. Please note that the amount withheld by the Plan (if any) may not be enough to meet your tax obligations, including estimated payments. If you opt out of federal and state withholding requirements for annuity payments, this may also subject you to estimated tax payment obligations.

In January following each year payment is made to you, you will receive a Form 1099-R indicating how much was paid to you and the amount of any withholdings for federal or state income tax. This information will also be sent to the IRS.

You are responsible for all taxes and penalties, and may be subject to additional penalties if insufficient taxes are deposited.

Special rules may apply for payments made to individuals who live outside the United States.

If you receive a distribution from the EDS Retirement Plan as a beneficiary or an alternate payee pursuant to a Qualified Domestic Relations Order, your tax treatment may be different. Contact a tax expert for more information about applicable tax treatment.

As with all tax-related matters, you are encouraged to speak to a tax advisor before you make any decisions. Also be sure to carefully review the "Special Tax Notice Regarding Plan Payments" and "Participant Distribution Notice" for more detailed information about tax consequences. These notices are available on Fidelity NetBenefits at www.netbenefits.com and from the HP Retirement Services Center at Fidelity.

**Special note if you were born before January 1, 1936:** Under current law, your payout may qualify for special tax treatment. As with all tax-related matters, HP cannot give you individual tax advice. You should seek advice from a tax expert before you make any decisions.

## Naming a beneficiary

It's important to designate a beneficiary to receive your vested EDS Retirement Plan benefit in the event you die before you begin receiving your benefits. You can designate:

- A primary beneficiary (or beneficiaries), who will receive the value of your benefit if you die; and

- A contingent beneficiary (or beneficiaries), who will receive the value of your benefit if your primary beneficiary (or beneficiaries) dies before you.

The designation must be received by the Plan before your death in order to be a valid designation. Who you can name as a beneficiary depends on your marital status:

| Marital status | Your options |
|---|---|
| **Single** | You can name any person you wish as your beneficiary. You can also name a trust as beneficiary. |
| **Married** | Your spouse is automatically your sole primary beneficiary. You can name a different beneficiary, including a trust, but only if your spouse provides written, notarized consent on the Plan's form. If your spouse does not agree in writing to a different designation, the designation will not be valid, and benefits will be paid to your surviving spouse.<br><br>Under federal law, if you name a beneficiary other than your spouse (with your spouse's consent) before age 35, that designation will become invalid at the start of the plan year when you reach age 35, and your spouse will automatically become your sole primary beneficiary. You can designate a new beneficiary or re-designate your prior beneficiary only with your spouse's renewed consent.<br><br>**Note:** For purposes of the Plan (including beneficiary designations and benefit payment options), "marriage" and "spouse" refer only to opposite-sex marriages. Same-sex marriages are not treated as domestic partnerships for purposes of the Plan, even if recognized by state law. |

If you are single or divorced and later marry, your new spouse will automatically become your beneficiary unless your new spouse gives written, notarized consent to a different designation. Please note that if you divorce but previously named your spouse as your beneficiary, your former spouse remains your beneficiary until you make a change or you remarry.

**Important note:** Only pre-retirement beneficiary designations made with Fidelity since April 1, 2011 are valid under the Plan. **A pre-retirement beneficiary designation made under Plan procedures before April 1, 2011, or in other documents, such as a will, trust, or divorce decree, is not valid for Plan purposes.**

You can make or update a beneficiary designation at any time. If you don't designate a beneficiary, benefits will be paid according to the default beneficiary rules specified by the Plan (see the following paragraph for more details).

If you die with no valid beneficiary designation on file with Fidelity, or if all named beneficiaries have died, your vested benefits will be paid to your surviving spouse if you're married; otherwise, payment will be made to your estate. If you do not have an estate, then your benefit will be paid in accordance with the intestate succession laws of the state where you reside at your death.

To designate a beneficiary, access the "Your Profile" tab on Fidelity NetBenefits at www.netbenefits.com. Once you indicate your beneficiary choices online, you can change your beneficiaries at any time. If your beneficiary designation requires your spouse's consent, you must print a spousal consent form. You'll then need to complete the form, have your spouse sign it in the presence of a notary public, and return it to the HP Retirement Services Center at Fidelity in order for your designation to be valid.

If you do not have access to the Internet or you have special circumstances, you can request a Beneficiary Designation Form (which includes the spousal consent form) by calling the HP Retirement Services Center at Fidelity. To reach a Customer Service Representative, call 1-800-457-4015, Monday through Friday (excluding holidays recognized by the New York Stock Exchange), between 5:30 a.m. and 9 p.m. Pacific time (7:30 a.m. and 11 p.m. Central time).

**Note:** When you apply for distribution of your benefits, some payment options allow you to designate a beneficiary or joint annuitant for your payment option at that time. You can change your payment option or name a different joint annuitant at any time **before** benefit payments have been processed. No changes to your payment option or joint annuitant can be made after payments begin. See "How benefits are paid" earlier in this SPD.

## How certain life events affect your benefits

If you get married, have a baby, become disabled, or otherwise experience a major life event, you should know how your EDS Retirement Plan benefits may be affected. The chart below describes what happens to your benefits when you experience certain life events, depending on your status.

| Life event | How benefits are affected |
|---|---|
| **You get married** | Your spouse automatically becomes your sole primary beneficiary with respect to any portion of your benefit that is not subject to a prior Qualified Domestic Relations Order (QDRO), unless you elect a different beneficiary or have already commenced payment of your benefits. You can elect a different beneficiary only with your spouse's written, notarized consent (as required by law). You can designate or change beneficiaries by logging on to Fidelity NetBenefits at www.netbenefits.com. For more information, see the "Naming a beneficiary" section of this SPD.<br><br>If you have already commenced payment of your benefits, your participation continues normally, and any joint annuitant designation you made under an existing annuity option cannot be changed. |
| **You establish a new domestic partnership** | Your participation continues normally. If you have not yet commenced payment of your benefits, you may want to re-evaluate your beneficiary designations. You can designate or change beneficiaries by logging on to Fidelity NetBenefits at www.netbenefits.com. For more information, see the "Naming a beneficiary" section of this SPD.<br><br>If you have already commenced payment of your benefits, any joint annuitant designation you made under an existing annuity option cannot be changed. |
| **You give birth or adopt a child** | Your participation continues normally. If you have not yet commenced payment of your benefits, you may want to re-evaluate your beneficiary designations. If you're married, you can elect a primary beneficiary other than your spouse only with your spouse's written, notarized consent (as required by law). You can designate or change beneficiaries by logging on to Fidelity NetBenefits at www.netbenefits.com. For more information, see the "Naming a beneficiary" section of this SPD. |
| **You get divorced** | If you have not yet commenced payment of your benefits, your former spouse is no longer your automatic beneficiary as of the date of divorce, and you can elect another beneficiary. However, any existing beneficiary designations on file (including designation of a former spouse) will remain valid until you make a change or marry again. You can designate or change beneficiaries by logging on to Fidelity NetBenefits at www.netbenefits.com (for more information, see the "Naming a beneficiary" section of this SPD). The plan must honor properly issued Qualified Domestic Relations Orders (QDROs) assigning a portion of your benefit to your former spouse. If you remarry, your new spouse automatically becomes your sole, primary beneficiary.<br><br>If you have already commenced payment of your benefits, any joint annuitant designation you made under an existing annuity option cannot be changed. |

| Life event | How benefits are affected |
|---|---|
| **You become disabled while employed at HP** | Your participation continues normally. Your account continues to receive Interest Credits until you commence payment of your benefits, but benefits are not payable before termination of employment or retirement. (See “You leave HP” later in this chart.) |
| **You take an unpaid FMLA or unpaid leave of absence from HP** | Your participation continues normally. Your account continues to receive Interest Credits until you commence payment of your benefits, but benefits are not payable before termination of employment or retirement. (See “You leave HP” later in this chart.) |
| **You take a military leave of absence from HP** | Your participation continues normally. Your account continues to receive Interest Credits until you commence payment of your benefits, but benefits are not payable before termination of employment or retirement. (See “You leave HP” later in this chart.) |
| **You transition from an ineligible employment status to an eligible regular employee status at HP** | You are not eligible for the EDS Retirement Plan if your transition occurred on or after January 1, 2009, because the Plan is closed to new participants. |
| **You permanently transfer to an HP subsidiary outside the U.S. and off the U.S. HP payroll** | You will continue to earn vesting service for your service outside the U.S. Benefits are payable only following your retirement or termination of employment from HP and all subsidiaries. For more information about payment options after you leave HP, see the “How benefits are paid” section of this SPD, or call the HP Retirement Services Center at Fidelity at 1-800-457-4015.<br><br>*Be sure to contact the HP Retirement Services Center at Fidelity if you have a change of address. Address changes are not reported by HP if you are being paid on a non-U.S. payroll.* |

| Life event | How benefits are affected |
|---|---|
| **You leave HP** | You may be eligible to begin receiving any vested benefits you have earned in your Personal Pension Account (PPA).<br><br>• If the present value of your benefit is $1,000 or less, you will automatically receive a lump-sum distribution. The lump sum may be eligible for rollover to an IRA or another employer's qualified retirement plan.<br><br>• If the present value of your benefit is greater than $1,000 but does not exceed $5,000*, you may elect a voluntary lump-sum distribution. If you do not elect a lump-sum distribution, you may begin receiving your benefit in the form of a monthly annuity when you meet early retirement eligibility requirements (age 55 or older with age plus years of service equal to 70 or more). Your PPA balance will continue to earn Interest Credits until you begin receiving your benefit.<br><br>• If your PPA balance and the present value of your benefit are both over $5,000, you are not eligible for a lump-sum distribution, and you may begin receiving a monthly annuity when you meet early retirement eligibility requirements. Your PPA balance will continue to earn Interest Credits until you begin receiving your benefit.<br><br>For more information, see the "How benefits are paid" section of this SPD, or call the HP Retirement Services Center at Fidelity at 1-800-457-4015.<br><br>* If your PPA balance is $5,000 or less, but the present value of your benefit is greater than $5,000, you have one-time opportunity to elect an immediate lump-sum distribution, an immediate Single Life Annuity with COLA (if single), or a 50% Joint and Survivor Annuity with COLA (if married). If you make no election within 60 days from the date provided to you in writing by the HP Retirement Services Center, your benefit will default to a deferred annuity and you will no longer have the option to elect a lump sum or immediate annuity. |
| **You leave and are later rehired by HP** | Employees who returned to work on or after January 1, 2009 were not eligible to participate in the EDS Retirement Plan, because the plan was closed to new participants. If you have vested benefits from a prior period of service that have not been paid from the Plan, these benefits may be payable when you subsequently terminate employment. If you have benefits from a prior period of employment that were not vested, you will continue to earn vesting service unless your prior benefits have been permanently forfeited (benefits are permanently forfeited if they were not vested and you were gone for six years or more).<br><br>Benefits from the EDS Retirement Plan cannot be paid to you while you are actively at work. However, if you are currently receiving benefits in the form of a monthly annuity payment, these payments will continue.<br><br>For more information, see "If you leave HP and are rehired" and "How benefits are paid" earlier in this SPD. |

| Life event | How benefits are affected |
|---|---|
| **You die while employed at HP** | Your spouse or designated beneficiary is eligible to receive the full value of your PPA balance (subject to the provisions of any prior Qualified Domestic Relations Order [QDRO]), or $500 if greater, even if you were not vested at the time of your death. For more information, see the "If you die before payments begin" section of this SPD. |
| **You die after leaving HP** | If you have not commenced payment of your benefits, your spouse or designated beneficiary is eligible for the value of survivor benefits provided with respect to your vested PPA benefit (subject to the provisions of any prior Qualified Domestic Relations Order [QDRO]), or $500 if greater. For more information, see the "If you die before payments begin" section of this SPD.<br><br>If you have already commenced payment of your benefits, any continuing benefit payments will be based on the payment form you elected, and are only available if you elected a joint and survivor annuity option or a certain and life annuity option. |
| **Your spouse dies after you leave HP** | If you have not commenced payment of your benefit, your spouse is no longer your automatic beneficiary. You can elect another beneficiary by logging on to Fidelity NetBenefits at www.netbenefits.com. If you remarry, your new spouse automatically becomes your sole, primary beneficiary. For more information, see the "Naming a beneficiary" section of this SPD.<br><br>If you have already commenced payment of your benefit, your payments are unaffected. If you are receiving payment under a joint and survivor annuity option, your joint annuitant designation cannot be changed. However, if you are receiving payment under a certain and life annuity naming your spouse as beneficiary, you can name a new beneficiary by contacting the HP Retirement Services Center at Fidelity. |

## If you die before payments begin

If you die while employed at HP, or after leaving HP in a vested status but before commencing payment of benefits, benefits may be payable to your surviving spouse or beneficiary, as described below.

If you die before payment of your benefits has begun, your beneficiary will be entitled to the value of the survivor benefits provided with respect to your vested PPA (subject to the provisions of any prior Qualified Domestic Relations Order [QDRO]), or $500 if greater, payable as follows:

- **If the beneficiary is your surviving spouse,** your spouse can receive an immediate lump sum distribution, or an immediate or deferred annuity payment. A lump sum payable to a surviving spouse can also be rolled over to an IRA in your spouse's name, or to an eligible employer retirement plan. In no case will your spouse's benefit be less than the present value of the survivor portion of a 50% joint and survivor annuity, assuming you had begun distribution in that form on the earlier of the day before you died or the earliest date you could have begun to receive an early retirement benefit. Annuity payments for spousal beneficiaries, if elected, are calculated based on the surviving spouse's life expectancy at the time benefits are to commence. Your PPA is not credited with interest once distributions begin.

- **If the beneficiary is not your surviving spouse**, your beneficiary can receive an immediate lump sum distribution, or in the case of a domestic partner beneficiary only, an immediate or deferred annuity. Annuity payments for domestic partners, if elected, are calculated based on the domestic partner's life expectancy at the time benefits are to commence. Your PPA is not credited with interest once distributions begin. A lump sum payable to a non-spouse beneficiary can be rolled over to an IRA in your beneficiary's name.

PPA balances of $1,000 or less will be paid in cash as a taxable distribution unless your beneficiary makes a different election.

For information on naming a beneficiary and what happens if you do not have a valid beneficiary designation on file, see "Naming a beneficiary" earlier in this SPD.

## Other information

Here is some more information about the EDS Retirement Plan.

### Applying for benefits

In order to receive vested benefits under the EDS Retirement Plan, you (or your beneficiary, in the event of your death) must complete an application and obtain any spousal consent required. All applications for benefits under the EDS Retirement Plan should be directed to the HP Retirement Services Center at Fidelity. There are two ways you can apply for benefits:

| If you want to initiate payment… | Follow these instructions… |
|---|---|
| Online | Access Fidelity NetBenefits at www.netbenefits.com and use the Collect Your Pension tool. |
| By phone | Call the HP Retirement Services Center at Fidelity at 1-800-457-4015, Monday through Friday (except New York Stock Exchange holidays), from 5:30 a.m. to 9 p.m. Pacific time (7:30 a.m. to 11 p.m. Central time) to speak with a Customer Service Representative. Outside the U.S., call 1-800-457-4015 after dialing the AT&T direct access number for the specific country (log on to www.att.com/traveler for AT&T direct access numbers). If you are in a country that does not have the AT&T Direct Toll Free Service, call collect at 508-787-9902. |

Benefits will be paid as soon as administratively feasible after receipt of your completed application for payment. Please note that your application must be completed ***and received by*** the HP Retirement Services Center within 180 days of the date it is sent to you. If your completed application is not received within 180 days, a new application must be requested using a later payment date.

If you do not make a request to start your benefits when they become payable, HP will assume you are waiting until a later date to request payment, unless the lump-sum value of benefits under the plan is $1,000 or less. When you're ready to receive your benefits, please allow 60 to 90 days to process your application.

If you are paid an incorrect benefit amount (for example, if the information used to calculate your benefit was wrong or incomplete), your benefit amount will be adjusted accordingly. If for any reason the EDS Retirement Plan has paid a larger benefit amount than you were entitled to receive, you must repay the amount of the overpayment to the Plan.

#### *Receiving monthly pension checks*

If you elect a monthly payment option, you can receive your monthly payments in two ways. You can have them:

- Directly deposited to your bank account. The amount of your pension payment will be electronically transferred directly into your bank account. No check will be mailed.

- Mailed to your address on file. A check will be mailed to your address on file with the HP Retirement Services Center at Fidelity.

You must indicate your payment election (direct deposit or mail) when you initiate payment of your benefits. You can change your payment or tax-withholding elections at any time by accessing Fidelity NetBenefits at www.netbenefits.com or calling the HP Retirement Services Center at Fidelity.

***EDS Benefit Restoration Plan***

If you are eligible for benefits under the EDS Benefit Restoration Plan (due to your benefits or eligible pay exceeding certain IRS limits), these benefits are generally paid in the form of a monthly benefit starting on the earliest date on which benefits can be paid to you from the EDS Retirement Plan (for example, when you reach early retirement eligibility). Restoration balances of $15,000 or less are paid in a single lump sum following your termination of employment. Tax rules may require a six-month delay in payment to certain employees. See the EDS Benefit Restoration Plan Summary Plan Description for important information regarding eligibility for benefits, including circumstances under which you could forfeit or otherwise lose these benefits.

Your EDS Benefits Restoration Plan benefit may be reduced to reflect the impact of applicable Social Security and Medicare (FICA) taxes. Because it is a nonqualified pension plan, payments from the EDS Benefit Restoration Plan are not eligible for rollover to an IRA or another eligible employer retirement plan. For more information, access Fidelity NetBenefits at www.netbenefits.com or call the HP Retirement Services Center at Fidelity at 1-800-457-4015, Monday through Friday, from 5:30 a.m. to 9 p.m. Pacific time (7:30 a.m. to 11 p.m. Central time).

**Other notes regarding benefit payments**
Here are some important notes regarding the benefit application process and EDS Retirement Plan payments.

- Benefits are payable beginning on your "benefit commencement date." Your benefit commencement date is the date benefit payments are assumed to commence when generating your payment application materials. The benefit commencement date is generally the first of a calendar month. If your application materials need to be updated to reflect a new benefit commencement date, your benefit amounts will be subject to change.

- Lump-sum and initial annuity payments are usually processed by the first Friday of the month following your benefit commencement date; ongoing monthly annuity payments are usually processed on the first day of the month.

- In order to receive payment, you must be terminated, and all required benefit application forms must be received by the HP Retirement Services Center at least one day before your benefit commencement date.

- With the exception of lump-sum payments you roll over directly to your HP 401(k) Plan account, or that are automatically transferred to an IRA at Fidelity, all benefit checks or direct deposit notices are mailed to you at your address on file with Fidelity, regardless of the payee indicated on the check.

- After you leave HP, it's important to be sure the HP Retirement Services Center at Fidelity has your most current address on file for mailing your monthly pension checks or any required tax forms.

## Making a claim for benefits

If you apply for benefits under the Plan and your application is denied, or if you believe there are errors in the amount or type of benefit that Plan records show is payable to you, you may file a claim with the plan administrator. You can obtain a claim form by calling the HP Retirement Services Center at Fidelity at 1-800-457-4015. Your claim should include a description of the benefits you believe you are entitled to, and the basis for your claim.

The plan administrator will notify you of its decision no later than 90 days after your claim is received, unless special circumstances require an extension of up to an additional 90 days.

- If your claim is approved, the plan administrator will describe how your claim will be resolved.

- If your claim is wholly or partially denied, the plan administrator will provide you with a written notice that includes information on why your claim was denied, any information that you might be able to submit to complete your claim, and an explanation of the Plan's appeal procedures.

**Appealing a denied claim**

If you disagree with the plan administrator's determination, and if there are factual or legal arguments you believe will show that the plan administrator's decision is incorrect, you (or your duly authorized representative) may file an appeal. You have 60 days from the time you receive your claim denial letter to file an appeal. Your appeal must be mailed to the following address:

EDS Retirement Plan Administrator
Hewlett-Packard Company
Attn: ERISA Legal Counsel, MS 1050
3000 Hanover Street
Palo Alto, CA 94304

Your appeal should include the reasons you are requesting the review and all facts supporting your claim. You may submit written comments, documents, and any other information you believe is relevant to your claim. You may also be requested to submit additional facts, documents, or other material deemed necessary to carry out the review.

Your appeal will be heard at the next quarterly meeting of the reviewing committee, unless your appeal is filed less than 30 days before the date of such meeting, in which case, your appeal may be heard at the subsequent meeting of the committee. The review of your appeal will take into account all comments, documents, records, and other information that you provide in support of your claim, whether or not such information was submitted or considered at the initial claim level. You will receive notice of the decision as soon as possible, but not later than five business days after the decision has been made.

In the case of an adverse determination on your appeal, you will receive a written notice that includes:

- The specific reason(s) for the denial and reference to the Plan provisions on which the denial is based;

- A statement that you have the right to receive, upon request and free of charge, reasonable access to, and copies of, documents, records, and other information (other than legally privileged documents, records, or information) relevant to your claim for benefits;

- A statement that no other voluntary appeals procedures are available to you under the plan; and

- A statement that you have the right to bring a civil action in federal court under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

**Situations that could affect your right to benefits**
There are certain situations that may affect your right to receive a benefit under the Plan. The following is a partial list of situations in which benefits could be reduced, lost, or delayed.

- You submit incomplete or improper benefit application information, or you fail to follow proper benefit application procedures.
- You do not submit a benefit application within the time frames allowed under the Plan.
- Your employment with HP terminates before you have vested in your benefit.
- Interest rates, mortality tables, or other similar factors used to calculate benefit payments change according to Plan rules or as required by changes in law.
- The Plan is modified to reduce or eliminate certain benefits (to the extent permitted by law), or the Plan ends.
- You have a change in address and do not notify HP (or the HP Retirement Services Center, if you are a former employee, a beneficiary or alternate payee, or an active employee being paid on a non-U.S. HP payroll).
- You reach Internal Revenue Service benefit maximums or pay limits, or you become subject to nondiscrimination rules.
- A court issues a Qualified Domestic Relations Order with respect to your benefit.
- You fail to initiate payment of benefits before the required beginning date that applies.

Please note that these are only examples of situations that may affect your right to receive a benefit under the plan. Other circumstances may also affect your right to receive benefits.

**Assignment of accounts**
Other than as provided under a Qualified Domestic Relations Order or an IRS levy, your EDS Retirement Plan benefit cannot be transferred, assigned, garnished, attached, or used as collateral.

**Qualified Domestic Relations Orders**
A Qualified Domestic Relations Order (QDRO) is a domestic relations order (DRO) issued by a court in connection with a divorce or legal separation that is determined by the Plan to be qualified. A QDRO may assign a portion of your EDS Retirement Plan benefits to an "alternate payee," who may be your spouse, former spouse, child, or other dependent who is recognized in the DRO as having a right to part or all of your Plan benefits.

The EDS Retirement Plan is required to comply with the terms of a QDRO. This may require freezing your benefit while the order is reviewed and subsequently distributing a portion of your benefit to the alternate payee. All submissions of QDROs should be directed to the plan at the following address:

QDRO Consultants
3071 Pearl Road
Medina, OH 44256

If a QDRO has required the EDS Retirement Plan to set aside a portion of your benefit to an alternate payee, you will have no rights to or claim on that portion of your benefit.

Please note that documents such as prenuptial agreements, trust agreements, or divorce decrees that are not determined by the plan administrator to be QDROs will not be honored by the Plan in the disposition of benefits.

**Employer, plan sponsor, and plan administrator**
The employer, plan sponsor, and plan administrator for the EDS Retirement Plan is:

Hewlett-Packard Company
3000 Hanover Street
Palo Alto, CA 94304-1112
1-650-857-1501

The plan administrator has the full discretion to interpret the terms of the Plan, to determine eligibility, and to decide all matters of fact in granting or denying benefit claims.

The plan administrator may delegate to any other person or organization any of its powers, duties, and responsibilities with respect to the operation and administration of the Plan, including, without limitation, the authority to authorize payment of benefits, the review of denied or modified claims, and the discretion to decide matters of fact and interpret Plan provisions.

## Plan administrative information

The chart below provides additional information about the EDS Retirement Plan.

| **EDS Retirement Plan administrative information** | |
|---|---|
| **Plan name** | EDS Retirement Plan, a sub-plan<br>of the Hewlett-Packard Company Pension Plan |
| **Employer identification number (EIN) and plan number** | EIN: 94-1081436<br>Plan number: 003 |
| **Plan type** | Defined benefit pension plan |
| **Plan year** | November 1–October 31 |
| **Funding medium and type of Plan administration** | Third-party administration; funded through trust |
| **Plan trustee, service providers, and/or appeals contact** | Address for claims:<br>HP Retirement Services Center<br>P.O. Box 770003<br>Cincinnati, OH 45277-0070<br>1-800-457-4015<br><br>Address for appeals:<br>Hewlett-Packard Company<br>ERISA Counsel; MS 1050<br>3000 Hanover Street<br>Palo Alto, CA 94304-1112<br><br>Administrative services provider:<br>Fidelity Investments<br>P.O. Box 770003<br>Cincinnati, OH 45277-0065<br>1-800-457-4015<br><br>Trustee:<br>The Bank of New York Mellon<br>1 Wall Street<br>New York, NY 10286<br>212-495-1784 |
| **Source of contributions under the Plan** | Hewlett-Packard Company contributions to trust |

**Agent for service of legal process and limitation period for filing legal action**
The Plan's agent for service of legal process is:

Hewlett-Packard Company
c/o CT Corporation System
818 West 7th Street
Los Angeles, CA 90017
1-213-627-8252 or 1-800-888-9207

Notice of legal action also may be served on the Trustee, whose name and address appears in the plan administrative information chart on the previous page.

***Limitation period for filing legal action***
Any legal action for benefits under the EDS Retirement Plan must be brought no later than the later of (a) one year after exhausting the administrative claims and appeals procedure that applies to the Plan, and (b) two years from the date that the facts giving rise to the claim occurred.

**Pension Benefit Guaranty Corporation**
Your pension benefits under the EDS Retirement Plan are insured, up to certain limits, by the Pension Benefit Guaranty Corporation (PBGC), a quasi-governmental agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people will receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally does not cover (1) benefits greater than the maximum guaranteed amount set by the law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for less than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division; 1200 K Street N.W., Suite 930; Washington, D.C. 20005-4026, or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at www.pbgc.gov.

**Your rights under ERISA**

The EDS Retirement Plan is classified as a retirement plan under the Employee Retirement Income Security Act of 1974, as amended (ERISA). As a plan participant in an ERISA-covered plan, you are entitled to the following rights and protections:

- To examine, without charge, at the plan administrator's office, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- To obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The plan administrator may make a reasonable charge for the copies.

- To receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

- For retirement plans, to obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan (such as a copy of plan documents or the latest annual report) and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the party you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries; Employee Benefits Security Administration; U.S. Department of Labor; 200 Constitution Avenue, N.W.; Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**If the plan changes or ends**

HP expects to continue the EDS Retirement Plan, but reserves the right to amend or terminate the Plan at any time. If the Plan is terminated, all current HP employees will become fully vested in their accrued benefits. These benefits and benefits of all other participants will be payable only to the extent the trust fund has sufficient assets at the time of the termination. No part of the trust fund will revert to HP, except as permitted by law.

**No right to continued employment**

Nothing in this SPD creates a contract of employment between HP and any individual.