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22 NORTHERN DISTRICT OF CALIFORNIA  
23 SAN JOSE DIVISION

EJD

CR 14 202

24 UNITED STATES OF AMERICA,

25 Plaintiff,

26 v.

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

28 Defendant.

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

DEFERRED PROSECUTION AGREEMENT

29 Defendant HEWLETT-PACKARD POLSKA, SP. Z O.O. (the "Company"), by its undersigned  
30 representatives, pursuant to authority granted by Power of Attorney granted on behalf of the Company's  
31

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

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

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

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

19  
20 2. The Company admits, accepts, and acknowledges that it is responsible under United  
21 States law for the acts of its officers, directors, employees, and agents as set forth in Attachment A, and  
22 that the allegations described in Attachment A are true and accurate. Should the Department pursue the  
23 prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of  
24 Attachment A in any proceeding, including any trial, guilty plea, or sentencing proceeding, and will not  
25  
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27

1 contradict anything in the Attachment A at any such proceeding. Neither this Agreement nor the  
2 criminal Information is a final adjudication of the matters addressed in such documents.

3  
4 **Term of the Agreement**

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

21  
22  
23 **Relevant Considerations**

24 4. The Department enters into this Agreement based on the individual facts and  
25 circumstances presented by this case and the Company. Among the facts considered were the following:  
26 (a) the Company's cooperation with the Department's investigation; (b) the Company's ultimate parent  
27

1 corporation, Hewlett-Packard Company ("HP Co."), has committed to maintain and continue enhancing  
2 its compliance program and internal accounting controls, including by ensuring that its compliance  
3 program satisfies the minimum elements set forth in Attachment D to this Agreement; and (c) the  
4 Company and HP Co. have agreed to continue to cooperate with the Department and other U.S. and  
5 foreign law enforcement authorities in any ongoing investigation of the conduct of the Company and its  
6 officers, directors, employees, agents, and consultants relating to possible violations of the FCPA as  
7 provided in Paragraphs 5 and 6 below. HP Co. and all of its direct or indirect affiliates or subsidiaries  
8 other than the Company are collectively referred to herein as "HP."

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

23             a.       The Company shall truthfully disclose all factual information not protected by a  
24 valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its  
25 parent company and affiliates, and those of its present and former directors, officers, employees, agents,  
26 and consultants, including any evidence or allegations and internal or external investigations, about  
27

1 which the Company has any knowledge or about which the Department may inquire. This obligation of  
2 truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the  
3 Department, upon request, any document, record, or other tangible evidence about which the  
4 Department may inquire of the Company.

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

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

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

24 6. In addition to the obligations in Paragraph 5, during the Term of the Agreement, should  
25 the Company discover any evidence or allegations of possible corrupt payments, false books and  
26 records, or the failure to implement or circumvention of internal accounting controls, including the  
27

1 existence of internal or external investigations into such conduct, the Company shall promptly report  
2 such evidence or allegations to the Department.

3 **Payment of Monetary Penalty**

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

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

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

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

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

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

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

1                    Calculation of Fine Range:

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

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

19                    Conditional Release from Liability

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

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

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

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

#### 13 Corporate Compliance Program

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

23 10. In order to address any deficiencies in its internal accounting controls, policies, and  
24 procedures, HP Co. represents that it has undertaken, and will continue to undertake in the future, in a  
25 manner consistent with all of its obligations under this Agreement, a review of its existing internal  
26 accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable  
27



1 anti-corruption laws. If necessary and appropriate, HP Co. will adopt new or modify existing internal  
2 accounting controls, policies, and procedures in order to ensure that HP Co. maintains: (a) a system of  
3 internal accounting controls designed to ensure the making and keeping of fair and accurate books,  
4 records, and accounts; and (b) a rigorous anti-corruption compliance code, standards, and procedures  
5 designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. The  
6 internal accounting controls system and compliance code, standards, and procedures will include, but  
7 not be limited to, the minimum elements set forth in Attachment D, which is incorporated by reference  
8 into this Agreement.  
9

#### 10 Corporate Compliance Reporting

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

#### 15 HP Co.'s Agreement

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

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

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

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

19           17.    HP Co. agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a  
20 press release or holds a press conference in connection with this Agreement, it shall first consult with the  
21 Department to determine whether (a) the text of the release or proposed statements at any press  
22 conference are true and accurate with respect to matters between the Department and the Company and  
23 HP; and (b) the Department has no objection to the release or statement. Statements made by or on  
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28 DEFERRED PROSECUTION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND HEWLETT-PACKARD POLSKA, SP. Z O.O.

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1 behalf of HP Co. or any of its subsidiaries at any press conference concerning this matter shall be  
2 consistent with this press release. Nothing in this provision shall restrict HP Co.'s obligations under the  
3 federal securities laws.

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

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

17  
18  
19 **Deferred Prosecution**

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

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

11 **Breach of the Agreement**  
12

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

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

11           23. In the event that the Department determines that the Company has breached this  
12 Agreement, the Department agrees to provide the Company with written notice of such breach prior to  
13 instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice,  
14 the Company shall have the opportunity to respond to the Department in writing to explain the nature  
15 and circumstances of such breach, as well as the actions the Company has taken to address and  
16 remediate the situation, which explanation the Department shall consider in determining whether to  
17 institute a prosecution.  
18

19           24. In the event that the Department determines that the Company has breached this  
20 Agreement: (a) all statements made by or on behalf of the Company to the Department or to the Court,  
21 including Attachment A, and any testimony given by the Company before a grand jury, a court, or any  
22 tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads  
23 derived from such statements or testimony, shall be admissible in evidence in any and all criminal  
24 proceedings brought by the Department against the Company; and (b) the Company shall not assert any  
25 claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule  
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1 410 of the Federal Rules of Evidence, or any other federal rule that statements made by or on behalf of  
2 the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be  
3 suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current  
4 director or employee, or any person acting on behalf of, or at the direction of, the Company will be  
5 imputed to the Company for the purpose of determining whether the Company has violated any  
6 provision of this Agreement shall be in the sole discretion of the Department.  
7

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

#### 14 Sale or Merger of Company

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

#### 22 Public Statements by Company

23 27. The Company expressly agrees that it shall not, through present or future attorneys,  
24 officers, directors, employees, agents, or any other person authorized to speak for the Company make  
25 any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the  
26 Company set forth above or the facts described in Attachment A. Any such contradictory statement  
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1 shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and  
2 the Company thereafter shall be subject to prosecution as set forth in Paragraphs 22 through 25 of this  
3 Agreement. The decision whether any public statement by any such person contradicting a fact  
4 contained in the Statement of Facts will be imputed to the Company for the purpose of determining  
5 whether it has breached this Agreement shall be at the sole discretion of the Department. If the  
6 Department determines that a public statement by any such person contradicts in whole or in part a  
7 statement contained in Attachment A, the Department shall so notify the Company, and the Company  
8 may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business  
9 days after notification. The Company shall be permitted to raise defenses and to assert affirmative  
10 claims in other proceedings relating to the matters set forth in Attachment A provided that such defenses  
11 and claims do not contradict, in whole or in part, a statement contained in Attachment A. This  
12 Paragraph does not apply to any statement made by any present or former officer, director, employee, or  
13 agent of the Company in the course of any criminal, regulatory, or civil case initiated against such  
14 individual, unless such individual is speaking on behalf of the Company.  
15  
16

17 28. The Company agrees that if it, its parent company, or any of its direct or indirect  
18 subsidiaries or affiliates, issues a press release or holds any press conference in connection with this  
19 Agreement, the Company shall first consult with the Department to determine (a) whether the text of the  
20 release or proposed statements at the press conference are true and accurate with respect to matters  
21 between the Department and the Company; and (b) whether the Department has any objection to the  
22 release.  
23

24 29. The Department agrees, if requested to do so, to bring to the attention of governmental  
25 and other debarment authorities the facts and circumstances relating to the nature of the conduct  
26 underlying this Agreement, including the nature and quality of the Company's cooperation and  
27

1 remediation. By agreeing to provide this information to debarment authorities, the Department is not  
2 agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated  
3 independently by the debarment authorities.

4 **Limitations on Binding Effect of Agreement**

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

11 **Notice**

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

21  
22 **Complete Agreement**

23 32. This Agreement sets forth all the terms of the agreement between the Company and the  
24 Department. No amendments, modifications or additions to this Agreement shall be valid unless they  
25  
26  
27



1 are in writing and signed by the Department, the attorneys for the Company, and a duly authorized  
2 representative of the Company.

3  
4 **AGREED:**

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

7 Respectfully submitted,


8 **MELINDA HAAG**  
9 **United States Attorney**


10   
11 **Adam A. Reeves**  
12 **Assistant United States Attorney**

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

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

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

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

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

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

## OFFICER'S CERTIFICATE

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

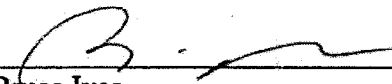
John F. Schultz, Executive Vice President and General Counsel of Hewlett-Packard, has carefully reviewed the terms of this Agreement with the Management Board of the Company. He has advised and caused outside counsel for the Company to advise the Management Board fully of the rights of the Company, of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

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

Date: 7 April, 2014

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

By:

  
\_\_\_\_\_  
Bruce Ives

Senior Vice President and Deputy General Counsel  
HEWLETT-PACKARD COMPANY

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA            )  
COUNTY OF SANTA CLARA    )

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

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

WITNESS my hand and official seal.

Angela Hogate  
SIGNATURE OF NOTARY

(Seal)

























































