

FACEBOOK, INC.
2012 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: 201393324

Unless otherwise defined herein, the terms defined in the Facebook, Inc. (the “*Company*”) 2012 Equity Incentive Plan (the “*Plan*”) shall have the same meanings in this Notice of Restricted Stock Unit Award (the “*Notice*”).

Name: **Alessandro Solbiati**

Address: **Rathbone Square 1**

London, W1T 1FB United Kingdom

You (“*Participant*”) have been granted an award of Restricted Stock Units (“*RSUs*”) under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter “*RSU Agreement*”).

Number of RSUs: **292**

Date of Grant: **March 20, 2020**

Vesting Commencement Date: **February 15, 2020**

Expiration Date: The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date

Vesting Schedule: Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the following schedule:

18 on May 15, 2020

18 on August 15, 2020

18 on November 15, 2020

19 on February 15, 2021

18 on May 15, 2021

18 on August 15, 2021

18 on November 15, 2021

19 on February 15, 2022
18 on May 15, 2022
18 on August 15, 2022
18 on November 15, 2022
19 on February 15, 2023
18 on May 15, 2023
18 on August 15, 2023
18 on November 15, 2023
19 on February 15, 2024

By accepting (whether in writing, electronically or otherwise) the RSUs, and as a condition to and in consideration of the grant, vesting, and settlement of the RSUs, Participant acknowledges and agrees to the following:

Participant agrees and acknowledges that in the event Participant's service status with the Company (or a Subsidiary or affiliate, as the case may be) changes: (i) the Vesting Schedule may change prospectively, or (ii) a portion of the award may be subject to forfeiture. Any such changes or forfeiture will occur in accordance with Company policies including but not limited to policies relating to full- or part-time status, leaves of absence, work schedules, and vesting of awards.

Participant understands that Participant's employment or consulting relationship or service with the Company (or a Subsidiary or affiliate, as the case may be) is for an unspecified duration, can be terminated at any time in accordance with the applicable law (which may include "at-will" employment) and that nothing in this Notice, the RSU Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company (or a Subsidiary or affiliate, as the case may be). By receiving the RSUs, Shares, or otherwise any benefit relating to the RSUs, Participant also acknowledges that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference, Participant has read both the RSU Agreement and the Plan, and Participant consents to the electronic delivery as set forth in the RSU Agreement.

Finally, please note that the RSU Agreements includes the Jurisdiction-Specific Addendum, which provides additional notices, disclaimers, and/or terms and conditions that apply to employees in the countries listed. Participant understands and agrees that if Participant works, resides, moves to, or otherwise is or becomes subject to applicable laws or Company policies of any such jurisdictions at any time, such jurisdiction-specific notices, disclaimers and/or terms and conditions will apply to Participant, unless otherwise determined by the Company in its sole discretion. In particular, any elections or special provisions for such country (including but not limited to provisions for certain tax treatment; social contributions; potential or mandatory forfeiture of grants in certain circumstances or countries, e.g., Israel or China; and applicable holding periods, sale restrictions, or processing of proceeds) may apply to

Participant's RSUs or Shares as from the date of grant, even if Participant was not subject to such country laws or policies at the time of grant. However, because applicable laws and policies are subject to change, the Jurisdiction-Specific Addendum is not exhaustive. As provided for in the RSU Agreement, the Company also retains the right to impose other requirements in relation to Participant's participation in the Plan to the extent necessary or advisable in order to comply with applicable laws or facilitate the administration of the Plan or this Agreement and to require Participant to sign any additional agreements or undertakings that may be necessary or advisable to accomplish the foregoing.

If Participant does not wish to accept the RSUs and the terms and conditions of the RSU Agreement and the Plan, Participant should notify peeps@fb.com anytime prior to 14 calendar days before the first vesting event. In this case, the RSU award will be cancelled and no benefits from the RSU award nor any compensation or benefits in lieu of the RSU award will be provided to Participant.

FACEBOOK, INC.
2012 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the Facebook, Inc. (the “**Company**”) 2012 Equity Incentive Plan (the “**Plan**”) shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the “**Agreement**”).

Participant has been granted Restricted Stock Units (“**RSUs**”) subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the “**Notice**”) and this Agreement (including any and all exhibits and addenda thereto).

1. **Settlement.** Settlement of RSUs shall be made within 30 days following the applicable date of vesting under the vesting schedule set forth in the Notice. Settlement of RSUs shall be in Shares.
2. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.
3. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.
4. **Non-Transferability of RSUs.** RSUs may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or unless otherwise permitted by the Committee on a case-by-case basis.
5. **Termination.** If Participant’s service Terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. In case of any dispute as to whether Termination has occurred, the Company shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination for purposes of the Plan. For the avoidance of doubt, it is noted that, except as may be agreed to in the sole discretion of the Company, if Participant is Terminated by his/her employer for any reason or if Participant’s Termination is due to his/her voluntary resignation, all unvested RSUs shall be forfeited as of the date on which Participant is no longer actively providing services, and no vesting shall continue during any notice period that may be mandated in relation to his Termination, whether specified under contract or applicable law, including any “garden leave” or similar period.
6. **Withholding Taxes.** Prior to the settlement of Participant’s RSUs and as a condition to and in consideration of the grant, vesting, and settlement of the RSUs, Participant shall pay or make adequate arrangements satisfactory to the Company (and any Subsidiary or affiliate) to satisfy all withholding obligations of the Company (and any Subsidiary or affiliate) and any other amounts in relation to the RSUs, including any applicable taxes, social contributions, required deductions, or other payments. In this regard, Participant authorizes the Company (and any Subsidiary or affiliate) to withhold all such amounts legally payable by Participant. In this regard, Participant authorizes the Company (and any Subsidiary or affiliate), at the direction and discretion of the Committee, to satisfy all obligations by one or a combination of the following: (i) payment of a cash amount by Participant, (ii) by withholding from Participant’s wages or other cash compensation paid to Participant by the Company (and any Subsidiary or affiliate), (iii) withholding Shares based on the Fair Market Value of the Shares that otherwise would be issued to Participant when Participant’s RSUs are settled, provided that the Company does not withhold more than the amount of Shares necessary to satisfy the maximum statutory withholding amount, (iv) by withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs through a voluntary or mandatory sale arranged by the Company (on Participant’s behalf pursuant to this authorization without further action by Participant), or (v) by any other arrangement approved by the Committee, all under such rules as may be established by the Committee and in compliance with the Company’s Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable. The Company may refuse to deliver the Shares or

the proceeds from the sale of Shares if Participant fails to comply with Participant's obligations in connection with the tax withholding or other payments as described in this section.

7. Acknowledgment. As a condition to, and in consideration of, the grant, vesting, and settlement of the RSUs, the Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement (including the Jurisdiction-Specific Addendum hereto) and the provisions of the Plan. By receiving the RSUs, Shares, or otherwise any benefit relating to the RSUs, Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

8. Entire Agreement; Enforcement of Rights. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the issuance of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

9. Data Protection. Unless otherwise provided for in the Jurisdiction-Specific Addendum hereto, in order to enable the Company to properly administer the Plan and the RSUs received by the Participant pursuant to the Plan, Participant hereby gives explicit consent to the Company, any Subsidiary, Parent or Affiliate of the Company, and/or any delegates to collect and process (electronically or otherwise) personal data, including sensitive and financial data, about himself or herself necessary to administer the Plan and RSUs received by Participant pursuant to the Plan. Such data may include, but is not limited to, Participant's name, work authorization, government or tax identification number, date of birth, beneficiaries' contact information, RSU grant history, and compensation information. Participant also hereby gives explicit consent to the Company and any Subsidiary, Parent or Affiliate of the Company to transfer (electronically or otherwise) any such data outside the country in which Participant is living or employed (including to the United States), as well as to third-party providers (in Participant's home country or the United States or other countries) of legal, tax, benefits, administration or other services to the Company (and any Subsidiary, Parent or Affiliate of the Company) or employees of any such entity, including but not limited to the designated broker for the Plan, Charles Schwab. The legal person for whom such personal data is intended to be used is the Company and/or any Subsidiary, Parent or Affiliate of the Company. Participant further understands that the Company and/or its Subsidiary, Parent or Affiliate may report information regarding the Participant and/or the RSU to tax authorities or other governmental agencies as may be required to comply with applicable laws.

10. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable national or local laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer. Furthermore, the applicable laws of the jurisdiction in which Participant is living or working at the time of grant, vesting and/or settlement of the RSUs and/or disposition of the Shares received thereunder (including any rules or regulations governing securities, exchange control, tax, labor or other matters) and any other applicable laws may restrict or prevent settlement of the RSUs and/or disposition of the Shares received thereunder or may subject Participant to additional procedural or regulatory requirements. The Company will be under no obligation to register or qualify the Plan, the RSUs or the Shares with, or to effective compliance with the registration, qualification or other requirements of, any foreign governmental authority and the Company will have no liability for any inability or failure to do so.

11. Jurisdiction-Specific Addendum and Additional Requirements. The RSUs, any Shares to be issued upon settlement of the RSUs and participation in the Plan shall be subject to any different or additional terms and conditions set forth in the Jurisdiction-Specific Addendum hereto. Moreover, the Company reserves the right to impose other requirements on the RSUs, the Shares to be issued upon settlement of the RSUs and participation in

the Plan to the extent necessary or advisable for legal or administrative reasons and to require Participant to sign any additional agreements or undertakings that may be necessary or advisable to accomplish the foregoing. Such requirements will apply as from the date of grant, including in circumstances where Participant moves to another country after the date of grant, unless otherwise determined by the Company in its sole discretion.

12. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

13. Governing Law; Choice of Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflict of laws. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California or the federal courts of the United States for the Northern District of California and no other courts.

14. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate Participant's service in accordance with applicable laws, which may provide for the termination of Participant's service for any reason, with or without cause.

15. Nature of Grant. As a condition to, and in consideration of, the grant, vesting, and settlement of RSUs, and in receiving the award of RSUs, Shares, or any other benefit relating to the RSUs, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and it may be unilaterally modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs or other Awards, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are an extraordinary item that do not constitute compensation of any kind for services of any kind rendered to the employer, the Company or any Subsidiary or Parent of the Company and are outside the scope of Participant's employment or service contract, if any;

(f) the RSU and the shares of Common Stock subject to the RSU, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as

compensation for, or relating in any way to, past services for the employer, the Company or any Subsidiary, Parent or Affiliate of the Company;

(h) unless otherwise agreed with the Company, the RSU and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Parent, Subsidiary or Affiliate of the Company;

(i) the RSUs and Participant's participation in the Plan will not be interpreted to form an employment or service contract or relationship with the Company or with any Parent, Subsidiary or Affiliate of the Company;

(j) the future value of the underlying Shares to be issued when the RSUs are settled is unknown, indeterminable and cannot be predicted with certainty and neither the Company nor any Parent, Subsidiary or Affiliate of the Company will be liable for any decrease in the value of such RSUs or Shares or for any foreign exchange rate fluctuations between Participant's local currency and the United States Dollar that may affect the value of any benefit Participant may receive in relation to the RSUs or the Shares to be issued pursuant to the settlement of the RSUs; and

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Termination or from any diminution in value of the RSUs or Shares acquired upon settlement of the RSUs for any reason.

16. Language. Participant acknowledges that Participant is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow Participant to understand the terms and conditions of this Agreement. If the Notice, the Plan, this Agreement or any other documents relating to the RSUs has been provided in a language other than English, the English language documents will prevail in the case of any ambiguities or divergences as a result of translation.

17. Acknowledgment and Acceptance. By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice or receipt of the RSUs, Shares or any other benefit relating to the RSUs, and as a condition to and in consideration of the grant, vesting, and settlement of the RSUs:

(a) Participant and the Company agree that the RSUs are granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement (including any applicable terms and conditions provided in the Jurisdiction-Specific Addendum);

(b) Participant acknowledges receipt of a copy of the Plan and the Plan prospectus and represents that Participant has carefully read and is familiar with the provisions of the Plan, the Plan prospectus, the Notice and this Agreement and has had an opportunity to obtain the advice of counsel prior to executing this Agreement;

(c) Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement;

(d) Participant consents to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the SEC, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSUs; electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion; and

(e) Participant agrees to notify the Company upon any change in Participant's residence address.

Jurisdiction-Specific Addendum

This Jurisdiction-Specific Addendum (the “**Addendum**”) includes additional (or, if so indicated, different) terms and conditions that govern the RSUs if Participant is subject to the laws of one or more of the jurisdictions listed herein. If Participant is a citizen or resident of a jurisdiction (or is considered as such for local law purposes) other than the one in which he or she is currently residing and/or working or if Participant transfers to another jurisdiction after being granted the RSUs, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

This Addendum also includes notifications relating to issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the jurisdictions as of January 2020. Such laws are often complex and change frequently. As a result, Participant should not rely on the information in this Addendum as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the RSUs vest or are settled or at the time Participant sells Shares acquired under the Plan. In addition, the notifications are general in nature and may not apply to Participant’s particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the laws in the relevant jurisdictions may apply to Participant’s situation. If Participant is a citizen or resident of a jurisdiction (or is considered as such for local law purposes) other than the one in which Participant is currently working and/or residing or if Participant transfers to another jurisdiction after being granted the RSUs, the information contained herein may not be applicable to Participant in the same manner.

This Addendum forms part of the Agreement and should be read in conjunction with the Agreement and the Plan. Unless otherwise defined herein, the terms defined in the Plan or the Agreement, as applicable, shall have the same defined meanings in this Addendum.

All Non-U.S. Taxes

Jurisdictions The following supplements Section 6 of the Agreement:

Participant acknowledges that, regardless of any action taken by the Company or, if different, the Subsidiary or Affiliate employing Participant (the “**Employer**”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to participation in the Plan and legally applicable to Participant (“**Tax-Related Items**”) is and remains Participant’s responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired upon settlement and the receipt of any dividends, and do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Without derogating from the provisions of Section 6(iii) above, the Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in Participant’s jurisdiction. If the Company determines the withholding amount using maximum applicable rates, any over-withheld amount may be refunded in cash in accordance with applicable laws with no entitlement to the equivalent in Shares), or if not refunded, Participant may seek a refund from the local tax authorities. In the

event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or the Company and/or the Employer. Further, if the obligation for the Tax-Related Items is satisfied by withholding Shares as described in Section 6(iii) above, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

Insider Trading Restrictions/Market Abuse Laws

Participant acknowledges that, depending on Participant's or Participant's broker's country of residence or where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws which may affect his or her ability to accept, acquire, sell or otherwise dispose of the Shares, rights to Shares (e.g., RSUs) or rights linked to the value of Shares (e.g., phantom awards, futures) during such times Participant is considered to have "inside information" regarding the Company as defined in the laws or regulations in his or her country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before he or she possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under Facebook, Inc. Insider Trading Policy as may be amended from time to time. Participant acknowledges that it is his or her responsibility to comply with any restrictions and that Participant should consult his or her personal legal advisor on this matter.

Exchange Control, Foreign Asset/Account Reporting, and Other Requirements

Without limitation to any requirements noted below for any specific country, Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting and settlement of the RSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in his or her country. Participant may also be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that it is his or her responsibility to comply with any applicable foreign asset/account, exchange control and tax reporting and other requirements and that Participant should consult his or her personal tax and legal advisors on these matters.

Securities Law Notice

Unless otherwise noted herein, neither the Company nor the Shares are registered with any local stock exchange or under the control of any local securities regulator outside the U.S. This Agreement, the Plan, and any other communications or materials that Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities outside the U.S. The issuance of securities described in any Plan-related documents is not intended for offering or public circulation in Participant's jurisdiction.

California

Data Privacy

The following provision supplements Section 9 of the Agreement by describing the "***Personal Information***" that the Company collects about Participants in the context of participation in the Plan, as well as the purposes for which the Company collects and uses that information.

I. Does the Company collect Participant's Personal Information?

When the Company says Personal Information in this Jurisdiction-Specific Addendum, the Company means information that identifies, relates to, describes, is reasonably capable of being

associated with, or could reasonably be linked, directly or indirectly, with Participant. Personal Information does not include information that is aggregated or information that cannot be reasonably linked to Participant. The Company must process information about Participant, including Personal Information, for participation in the Plan. The categories of Personal Information the Company has collected or may collect about Participant include:

- **Identifiers**, such as name, contact information (e.g. home address, phone number, email address), date of birth, Employee ID number, social security number, government ID number.
- **Data with Special Protections**, such as citizenship or nationality.
- **Professional or Employment Information**, including current position, title, employment status, salary plan, pay grade or level, working hours, hours worked, leave information, and termination date.
- **Financial Information**, including payroll information and any equity, shares of stock or directorships held in the Company and its Affiliates, details of all RSUs or any other entitlement to equity granted, canceled, vested, unvested or outstanding in Participant's favor, which the Company receives from Participant or, if different from the Company, Participant's employer.

II. How does the Company use Personal Information?

The Company uses the Personal Information described above in the context of Participant's participation in the Plan. Company's business purposes for collecting this information include:

- **To manage Company's employment relationship with Participant**, for example:
 - To determine and administer employee benefits, such as RSUs;
 - To pay Participant, and to determine local and foreign taxes;
 - To respond to Participant's inquiries (e.g., via peeps@ or via Participant's HR Business Partner), Company will use Participant's information in order to resolve the inquiry and answer Participant's questions.
- **To maintain and improve efficiencies and processes in the workplace, to inform management decisions, and for effective employee administration**, for example:
 - To prepare management reporting and perform analysis.
- **To maintain the safety and security of the Company, Company's employees and others, to comply with contractual obligations, to enforce Company's policies, and to defend Participant's or the Company's interests in legal proceedings**, for example:
 - To prevent and detect inappropriate or malicious activities;
 - To defend Participant's or Company's interests in actual or threatened legal proceedings, or regulatory, administrative, or legislative inquiries or investigations;
 - Company processes Participant's information in the context of mergers, acquisitions and divestitures, in order to manage such transactions.
- **Where legal and regulatory obligations require Company to do so**, for example:
 - To prevent fraud;
 - For the purposes of financial and tax regulation, Shares required information with applicable tax, social welfare, employment authorities;
 - To provide a working environment free from unlawful discrimination (e.g. diversity and equal opportunities monitoring) and complying with other employment protection and social security and social protection legislation.

Union
("EU")/
European
Economic
Area
("EEA")/
United
Kingdom

The following replaces Section 9 of the Agreement:

In order to offer participation in the Plan, it is necessary for the Company to collect and process certain information about Participant. Further detail about this is set out below.

Participant's participation in the Plan is voluntary. Participant may withdraw from the Plan at any time. Withdrawal from the Plan will not affect Participant's salary as an employee or his or her employment; Participant would merely forfeit the opportunities and benefits associated with the Plan.

If Participant withdraws from the Plan, the Company will cease to use Participant's information for the purpose of the Plan (subject to the data retention requirements set out below).

Data Collection and Usage. The Company collects, uses, processes and transfers the following information about Participant for the purpose of administration of the Plan: name, home address, telephone number and email address, date of birth, identification number (depending on Participant's jurisdiction, e.g. social insurance number, passport number, tax identification number), salary, citizenship, nationality, job title and other company details, any equity, shares of stock or directorships held in the Company and its Affiliates, details of all RSUs or any other entitlement to equity granted, canceled, vested, unvested or outstanding in Participant's favor, which the Company receives from Participant or the Employer ("Participant Data").

The provision of Participant Data is a contractual requirement. Participant understands, however, that the only consequence of refusing to provide Participant Data is that the Company may not be able to administer or maintain such awards.

Data Processing. The Company will process (e.g. collect, use and transfer) Participant Data for the purposes of allocating stock and implementing, administering and managing the Plan. The Company will also process Participant Data where legal and regulatory obligations require the Company to do so, and if necessary to defend Participant's or the Company's interests in legal proceedings.

The Company processes Participant Data:

- as necessary for the performance of the Plan,*
- as necessary to comply with the Company's legal obligations,*
- as necessary for the Company's (or others') legitimate interests, including if necessary to defend Participant's or the Company's in legal proceedings.*

Stock Plan Administration Service Providers. The Company currently uses Charles Schwab & Co., Inc. ("Charles Schwab") as its service provider for the Plan. The Company shares Participant Data with Charles Schwab for the purposes of implementing, administering and managing the Plan. Charles Schwab is based in the United States. In the future, the Company may select a different service provider and share Participant Data with another company that serves in a similar manner. The Company's service provider(s) will open an account for Participant to receive and trade stock. Participant may be asked to agree to separate terms and data processing practices with the service provider(s), which is a condition to his or her participation in the Plan.

The Company and its affiliates ([Facebook Companies](#)) share infrastructure, systems and technology to process Participant Data, to ensure efficiency and security, as permitted by applicable law, and in accordance with this provision of the Agreement.

International Data Transfers. *The Company and its service provider(s) are based in the United States, which means that it will be necessary for Participant Data to be transferred to, and processed in, the United States. Participant should note that his or her country may have enacted data privacy laws that are different from the United States and which may offer different levels of protection. When transferring Participant Data to these service providers, the Company provides appropriate safeguards in accordance with legally binding and permissible agreements. The legal basis for the transfer of Participant Data is based on contractual necessity for the performance of the Plan and the Company's collection and use of Participant Data will continue to be governed by this provision of the Agreement. The Company utilises [standard contractual clauses](#) approved by the European Commission, and relies on the European Commission's [adequacy decisions](#) about certain countries, as applicable, for data transfers from the EEA to the United States and other countries.*

Data Retention. *The Company will use Participant Data only as long as is necessary to implement, administer and manage his or her participation in the Plan or as may be required by the Company in order to comply with legal or regulatory obligations, including under tax and securities laws (which will generally be no more than 7 years after the Participant ceases participating in the Plan).*

Data Subject Rights. *Under the General Data Protection Regulation, Participant has the right to access, rectify, port and erase his or her Participant Data.*

Participant also has the right to object to and restrict certain processing of his or her Personal Data. This includes the right to object to the Company's processing of his or her Personal Data where the Company is performing a task in the public interest or pursuing the Company's legitimate interests or those of a third party.

Participant also has the right to lodge a complaint with his or her local data protection supervisory authority.

If Participant would like to exercise his or her rights or raise questions regarding this provision of the Agreement, please contact MyDataPrivacyRights@fb.com. If Participant has any questions about any aspect of the Plan itself, please contact equity.programs@fb.com.

Argentina

Type of Offering

Neither the RSUs nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina.

Exchange Control Notice

Argentine currency exchange restrictions and reporting requirements may apply to the RSUs and any Shares acquired under the Plan; the relevant laws and regulations are subject to frequent change. Participant should consult his or her personal legal advisor to ensure compliance with the applicable requirements.

Foreign Asset/Account Reporting Notice

If Participant holds Shares as of December 31 of any year, he or she is required to report the holding of the Shares on his or her personal tax return for the relevant year.

Australia

Securities Law Notice

This disclosure has been prepared in connection with offers to Participants in Australia. It has been prepared to ensure that this grant of RSUs (the "**Offer**") complies with Australian Securities and Investments Commission ("**ASIC**") Class Order 14/1000 and the relevant provisions of the

Australian Corporations Act 2001.

Additional Documents

In addition to the information set out in the Agreement, Participant is also being provided with copies of the Plan and the U.S. prospectus for the Plan (collectively, the “***Additional Documents***”). The Additional Documents provide further information to help Participant make an informed investment decision about participating in the Plan. Neither the Plan nor the U.S. prospectus for the Plan is a prospectus for the purposes of the Australian Corporations Act 2001. Participant should not rely upon any oral statements made in relation to this Offer. Participant should rely only upon the statements contained in the Agreement and the Additional Documents when considering participation in the Plan.

Any information given to Participant in connection with the Offer is general information only. It does not take into account the objectives, financial situation and needs of any particular person. No financial product advice is provided in the documentation relating to the Plan and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that is intended to influence Participant in making a decision to participate in the Plan. Participant should consider obtaining his or her own financial product advice from an independent person who is licensed by the ASIC to give such advice.

Common Stock

Common stock of a U.S. corporation is analogous to ordinary shares of an Australian corporation. A holder of a Share is entitled to one vote for every Share held. The Shares are traded on the Nasdaq in the United States of America under the symbol “FB”. The Shares are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

Risks of Participation in the Plan

Investment in Shares involves a degree of risk. Participants should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of Shares. For example, the price at which Shares are quoted on the Nasdaq may increase or decrease due to a number of factors. There is no guarantee that the price of the Shares will increase. Factors which may affect the price of Shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

In addition, the Australian dollar value of any Shares acquired upon settlement will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.

Ascertaining the Market Price of Shares

Participants may ascertain the current market price of the Shares as traded on the Nasdaq at <http://www.nasdaq.com> under the symbol “FB.” The Australian dollar equivalent of that price can be obtained at: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

This will not be a prediction of what the market price per Share will be when the RSUs vest or when the Shares are issued or of the applicable exchange rate on the actual vesting date or date the Shares are issued.

Tax Information

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “*Act*”) applies (subject to the conditions in that Act).

Belgium**Foreign Asset / Account Reporting Notice**

If Participant is a resident of Belgium, he or she will be required to report any security (e.g., Shares acquired under the Plan) or bank account (including brokerage accounts) maintained outside of Belgium on his or her annual tax return. The first time Participant reports a foreign security and/or bank account on his or her annual tax return, in a separate report, he or she will be required to provide the National Bank of Belgium with details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). The form, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the caption *Kredietcentrales / Centrales des crédits*.

Brazil**Compliance with Law**

In accepting the grant of this Award, Participant agrees to comply with applicable Brazilian laws and pay any and all Tax-Related Items.

Nature of Grant

This provision supplements Section 15 of the Agreement:

By accepting the RSUs, Participant agrees that (i) he or she is making an investment decision, (ii) the Shares will be issued to him or her only if the vesting conditions are met and any necessary services are rendered by Participant over the vesting period, and (iii) the value of the underlying Shares is not fixed and may increase or decrease over the vesting period without compensation to Participant.

Exchange Control Notice

If Participant is a resident of Brazil, he or she will be required to submit a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights (including Shares, any capital gain, dividend or profit attributable to such assets) is equal to or greater than US\$100,000.

Canada**Settlement**

This provision supplements Section 1 of the Agreement:

Notwithstanding any discretion in the Plan, the Notice or the Agreement to the contrary, settlement of the RSUs shall be in Shares and not, in whole or in part, in the form of cash.

Termination

This provision replaces Section 5 of the Agreement:

If Participant's service Terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. For the avoidance of doubt, it is noted that, except as may be agreed to in the sole discretion of the Company, if Participant is Terminated by his/her employer for any reason or if Participant's Termination is due to his/her voluntary resignation, all unvested RSUs shall be forfeited as of the date that is the earlier of: (i) the date Participant's employment is terminated, and (ii) the date Participant is no longer actively providing services to the Company or any of its Subsidiaries (regardless of the reason for such Termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and no vesting shall continue during any notice period in relation to his/her Termination, whether specified under contract or statutory, regulatory or common law, including any "garden leave" or similar period. In case of any

dispute as to whether Termination has occurred, the Company shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination for purposes of the Plan.

Securities Law Notice

Participant is permitted to sell the Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (e.g., the Nasdaq).

Foreign Asset / Account Reporting Notice

If Participant is a Canadian resident, Participant is required to report his or her foreign specified property (including Shares and rights to receive Shares such as RSUs) on Form T1135 (Foreign Income Verification Statement) if the total value of such foreign specified property exceeds C\$100,000 at any time during the year. RSUs must be reported (generally at nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign property he or she holds. When Shares are acquired, their cost generally is the adjusted cost base ("**ACB**") of the Shares which would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares.

The following provisions apply to Participants who are residents of Quebec:

Data Privacy

The following provision supplements Section 9 of the Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and any Parent, Subsidiary or Affiliate and the administrator of the Plan to disclose and discuss the Plan with their advisors. Participant further authorizes the Company and any Parent, Subsidiary or Affiliate to record such information and to keep such information in Participant's file.

Language Consent

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée

Les parties reconnaissent avoir expressément souhaité que la convention («Agreement»), ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

China

If RSUs are granted to Participants in China, the following provisions apply to Participants who are or may become subject to exchange control restrictions in the People's Republic of China ("PRC"), including the requirements imposed by the State Administration of Foreign Exchange ("SAFE"), as determined by the Company in its sole discretion.

Vesting Schedule

This provision supplements the Vesting Schedule provision in the Notice:

Participant will not be permitted to vest in any Shares unless and until the necessary approvals for the Plan have been obtained from SAFE and remain in place, as determined by the Company in its sole discretion. Further, the Company is under no obligation to issue Shares if the Company

has not obtained SAFE approval or if any such SAFE approval subsequently becomes invalid or ceases to be in effect by the time Participant vests in the RSUs.

Settlement

This provision supplements the Section 1 of the Agreement:

To facilitate compliance with regulatory requirements in China, Participant understands and agrees that the Company may require any Shares acquired upon vesting of the RSUs may be immediately sold at vesting or, at the Company's discretion, at a later time. Participant agrees that the Company is authorized to instruct the broker designated by the Company to assist with the sale of such Shares (on Participant's behalf pursuant to this authorization and without further consent) and Participant expressly authorizes the broker designated by the Company to complete the sale of such Shares. Participant acknowledges that the Company and the broker designated by the Company are under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the cash proceeds from the sale, less any brokerage fees or commissions, will be paid to Participant in accordance with applicable exchange control laws and regulations and provided any liability for Tax-Related Items resulting from participation in the Plan has been satisfied.

If the Company, in its discretion, does not exercise its right to require the sale of Shares immediately upon vesting, as described in the preceding paragraph, Participant understands and agrees that (a) the Shares must be held with the designated broker for the Plan and (b) the Company may require that any Shares he or she acquires under the Plan be sold no later than six (6) months after Participant's termination of employment, or within such other time frame as may be permitted by the Company or required by SAFE. Participant understands that any Shares he or she acquires under the Plan that have not been sold within six (6) months of his or her termination of employment may be sold by the broker designated by the Company at the Company's direction, pursuant to this authorization by Participant without further consent.

Exchange Control Requirements

Participant understands and agrees that he or she will be required to immediately repatriate to China any cash proceeds from the sale of the Shares or any other funds he or she acquires under the Plan. Participant further understands that such repatriation of such funds will need to be effectuated through a special exchange control account established by the Company, the Employer or any other Affiliate or Subsidiary in China, and Participant hereby consents and agrees that funds resulting from participation in the Plan may be transferred to such special account prior to being delivered to Participant.

The sale proceeds (or other funds) may be paid to Participant in U.S. dollars or local currency at the Company's discretion. In the event the funds are paid to Participant in U.S. dollars, Participant understands that he or she will be required to set up a U.S. dollar bank account in China and provide the bank account details to the Employer and/or the Company, so that the funds may be deposited into this account. If the funds are paid to Participant in local currency, Participant agrees to bear any currency fluctuation risk between the time the Shares are sold (or other funds are paid) and the time the funds are distributed to Participant through any such special account.

Participant agrees to comply with any other requirements that may be imposed by the Company (or the Company's designated broker) to facilitate compliance with exchange control requirements in China.

If Participant transfers into China after the date of grant, the Company reserves the right to require that all unvested RSUs be forfeited to the Company with all rights of Participant to such RSUs immediately terminating prior to his/her transfer of employment or services.

If the Company does not require all unvested RSUs be forfeited upon transfer into China, and if Participant is subject to exchange control restrictions in the PRC, including the requirements imposed by the SAFE, as determined by the Company in its sole discretion, the above referenced terms and conditions will apply to any unvested RSUs and Shares held by such Participant.

Colombia

Nature of Grant

This provision supplements Section 15 of the Agreement:

Participant acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of “salary” for any legal purpose.

Exchange Control Notice

Participant is responsible for complying with any and all Colombian foreign exchange requirements in connection with the RSUs, any Shares acquired and funds remitted into Colombia in connection with the Plan. This may include, among others, reporting obligations to the Central Bank (Banco de la República) and, in certain circumstances, repatriation requirements. Participant is responsible for ensuring his or her compliance with any applicable requirements and should speak to his or her personal legal advisor on this matter.

Foreign Asset / Account Reporting Notice

Participant must file an annual informative return with the Colombian Tax Office detailing any assets held abroad. If the individual value of any of these assets exceeds a certain threshold, Participant must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

**Czech
Republic**

Exchange Control Notice

Participant may be required to notify the Czech National Bank of Shares acquired under the Plan and/or of foreign accounts maintained by Participant. Such notification will be required if the aggregate value of Participant’s foreign direct investments is CZK 2,500,000 or more, Participant has a certain threshold of foreign financial assets, or Participant is specifically requested to do so by the Czech National Bank. Participant should consult with his or her personal legal advisor regarding these or any other reporting requirements that may be applicable to him or her.

Denmark

Employer Statement

Participant acknowledges that he or she has received the attached Employer Statement, translated into Danish, which includes a description of the terms of the RSUs as required by the Danish Stock Option Act, to the extent that the Danish Stock Option Act applies to the RSUs.

SPECIAL NOTICE FOR EMPLOYEES IN DENMARK EMPLOYER STATEMENT

Pursuant to Section 3(1) of the Act on Stock Options in employment relations, as amended January 1, 2019 (the “*Stock Option Act*”), you are entitled to receive the following information regarding the restricted stock units granted to you by Facebook, Inc. (the “*Company*”) under the Facebook, Inc. 2012 Equity Incentive Plan (the “*Plan*”) in a written statement.

This statement contains information applicable to your participation in the Plan, as required under the Stock Option Act, while the other terms and conditions of your restricted stock units (“*RSUs*”) are described in detail in the Plan and the Restricted Stock Unit Award Agreement (the “*Agreement*”), both of which have been made available to you. Capitalized terms used but not defined herein shall have the same meanings given to them in the Plan or the Agreement, as applicable.

Section 1 of the Stock Option Act provides that the Stock Option Act only applies to employees. Employees are defined in section 2 of the Stock Option Act as persons who receive remuneration for their personal services in an employment relationship. Persons, including managers, who are not regarded as employees under the Stock Option Act, will not be subject to the Stock Option Act. If you are not an employee within the meaning of the Stock Option Act, the Company therefore has no obligation to issue an employer information statement to you and you will not be able to rely on this statement for legal purposes, since only the terms and conditions set out in the Plan apply.

1. Date of grant

The date of grant of your RSUs is the date that the Board or Committee that approved a grant for you determined it would be effective, which is set forth in the Notice.

2. Terms or conditions for RSU grant

The grant of RSUs under the Plan is made at the sole discretion of the Company. Employees, Non-Employee Directors and Consultants of the Company and its Affiliates, are eligible to receive grants under the Plan. The Board has broad discretion to determine who will receive RSUs and to set the terms and conditions of the RSUs. The Company may decide, in its sole discretion, not to make any grants of RSUs to you in the future. Under the terms of the Plan and the Agreement, you have no entitlement or claim to receive future grants of RSUs.

3. Vesting date or period

The RSUs will vest over a period of time (as set forth in the Agreement), subject to your continued employment through the applicable vesting date and other conditions set forth in the Plan and Agreement, and subject to Section 5 of this statement.

4. Exercise Price

No exercise price is payable upon the conversion of your RSUs into Shares in accordance with the vesting and settlement schedule described in the Agreement.

5. Your rights upon termination of employment

If your service Terminates for any reason, all unvested RSUs will be forfeited to the Company forthwith, and all rights to such RSUs shall immediately terminate. In case of any dispute as to whether Termination has occurred, the Company shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination for purposes of the Plan. For the avoidance of doubt, it is noted

that, except as may be agreed to in the sole discretion of the Company, if you are Terminated by your Employer for any reason or if your Termination is due to your voluntary resignation, all unvested RSUs will be forfeited as of the date on which you are no longer actively providing services.

6. Financial aspects of participating in the Plan

The grant of RSUs has no immediate financial consequences for you. The value of the RSUs is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary.

Shares of stock are financial instruments and investing in stock will always have financial risk. The future value of Company shares is unknown and cannot be predicted with certainty.

Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025
U.S.A.

SÆRLIG MEDDELELSE TIL MEDARBEJDERE I DANMARK ARBEJDSGIVERERKLÆRING

I henhold til § 3, stk. 1, i lov om brug af køberet eller tegningsret mv. i ansættelsesforhold, som ændret 1. januar 2019, ("Aktieoptionsloven") er du berettiget til i en skriftlig erklæring at modtage følgende oplysninger om de betingede aktier (på engelsk: Restricted Stock Units), som du tildeles af Facebook, Inc. ("Selskabet") i henhold til Facebook, Inc.'s 2012 Equity Incentive Plan ("Planen").

Denne erklæring indeholder, i henhold til Aktieoptionsloven, de oplysninger, der er gældende for din deltagelse i Planen, mens de øvrige kriterier og betingelser for dine betingede aktier ("Betingede Aktier") er beskrevet nærmere i Planen og i Restricted Stock Unit Award Agreement ("Aftalen"), som begge er stillet til rådighed for dig. Begreber, der står med stort begyndelsesbogstav i denne arbejdsgivererklæring, men som ikke er defineret heri, har den betydning, der er defineret i Planen, hhv. Aftalen.

I henhold til Aktieoptionslovens § 1 finder loven kun anvendelse for lønmodtagere. Lønmodtagere er defineret i Aktieoptionslovens § 2 som personer, der modtager vederlag for personligt arbejde i tjenesteforhold. Personer, herunder direktører, som ikke anses for at være lønmodtagere i Aktieoptionslovens forstand, er ikke omfattet af Aktieoptionsloven. Hvis du ikke er lønmodtager i Aktieoptionslovens forstand, er Selskabet derfor ikke forpligtet til at udstede en arbejdsgivererklæring til dig, og du vil ikke i juridisk henseende kunne henholde dig til denne arbejdsgivererklæring, da alene Planens vilkår er gældende.

1. Tildelingstidspunkt

Tidspunktet for tildelingen af dine Betingede Aktier er den dag, hvor den Bestyrelse eller Komité, der godkendte din tildeling, besluttede, at den skulle træde i kraft. Tidspunktet fremgår af Meddelelsen.

2. Vilkår og betingelser for tildelingen af Betingede Aktier

Betingede Aktier, der er omfattet af Planen, tildeles udelukkende efter Selskabets skøn. Tildeling kan i henhold til Planen ske til Medarbejdere, Bestyrelsesmedlemmer og Konsulenter i Selskabet og dets Tilknyttede Selskaber. Bestyrelsen har vide beføjelser til at bestemme, hvem der skal modtage Betingede Aktier, og til at fastsætte betingelserne for de Betingede Aktier. Selskabet kan frit vælge fremover ikke at tildele dig Betingede Aktier. I henhold til bestemmelserne i Planen og Aftalen har du hverken ret til eller krav på fremover at få tildelt Betingede Aktier.

3. Modningstidspunkt eller -periode

De Betingede Aktier modnes over en periode (som anført i Aftalen), forudsat at du på det relevante modningstidspunkt opfylder betingelsen om fortsat ansættelse og de øvrige betingelser i Planen og i Aftalen, og med forbehold for pkt. 5 i denne erklæring.

4. Udnyttelseskurs

Ingen udnyttelseskurs skal betales i forbindelse med konvertering af dine Betingede Aktier til Aktier i overensstemmelse med den i Aftalen beskrevne modnings- og udnyttelsesplan.

5. Din retsstilling i forbindelse med fratræden

I tilfælde af dit ansættelsesforholds Ophør, uanset årsagen hertil, vil alle ikke-modnede Betingede Aktier straks tilfalde Selskabet, og alle rettigheder til sådanne Betingede Aktier vil bortfalde med omgående virkning. Såfremt der opstår uenighed om, hvorvidt der foreligger et Ophør, vil Selskabet være berettiget til efter eget skøn at afgøre, hvorvidt der foreligger et sådant Ophør, og fra hvilken dato et eventuelt Ophør er indtrådt. For god ordens skyld fremhæves det, at hvis dit ansættelsesforhold bringes til Ophør af din Arbejdsgiver, eller hvis dit ansættelsesforholds Ophør skyldes din egen opsigelse, vil alle ikke-modnede Betingede Aktier - medmindre Selskabet efter eget valg har accepteret andet - bortfalde med virkning fra den dato, hvor du ikke længere aktivt arbejder for din Arbejdsgiver.

6. Økonomiske aspekter ved deltagelse i Planen

Tildelingen af Betingede Aktier har ingen umiddelbare økonomiske konsekvenser for dig. Værdien af de Betingede Aktier indgår ikke i beregningen af feriepenge, pensionsbidrag eller øvrige lovbestemte, vederlagsafhængige ydelser.

Aktier er finansielle instrumenter, og investering i aktier vil altid være forbundet med en økonomisk risiko. Den fremtidige værdi af Selskabets aktier kendes ikke og kan ikke forudsiges med sikkerhed.

Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025
U.S.A.

France**French Sub-Plan**

The RSUs are intended to qualify for specific treatment under French tax and social security laws and are subject to the provisions below and the Sub-Plan to the Facebook, Inc. 2012 Equity Incentive Plan, Qualified Restricted Stock Units (FRANCE) (the “*French Sub-Plan*”), which has been provided to Participant and is incorporated herein. Capitalized terms below shall have the same definitions assigned to them under the French Sub-Plan and the Agreement.

Settlement

This provision supplements Section 1 of the Agreement:

Notwithstanding any discretion in the Plan, the Notice or the Agreement to the contrary, settlement of the RSUs shall be in Shares and not, in whole or in part, in the form of cash.

Termination

This provision supplements Section 5 of the Agreement:

Notwithstanding anything to the contrary stated herein, in the Notice, the Plan or the French Sub-Plan, death of a Participant’s will not cause such Participant’s unvested RSUs to be immediately forfeited to the Company. In the case of Participant’s death, if the Participant’s heir or heirs request the delivery of the Shares subject to the RSUs within a period of six (6) months following the Participant’s death, then the RSUs will be settled in Shares as soon as practicable following the request. If no such request is made within six (6) months following the Participant’s death, the RSUs will be forfeited.

Non-Transferability of RSUs

This provision replaces Section 4 of the Agreement:

RSUs may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent and, in any event, always in accordance with applicable laws.

Minimum Vesting Period

Notwithstanding anything to the contrary stated herein, in the Notice, the Plan or the French Sub-Plan, save in the case of death a Participant, RSUs will not vest nor be settled before the first (1st) annual anniversary of the Grant Date (as defined under the French Sub-Plan) or such other period as is required to comply with the minimum mandatory vesting period applicable to Shares underlying French-qualified Restricted Stock Units under Section L. 225-197-1 of the French Commercial Code, as amended, or by the French Tax Code or French Social Security Code, as amended.

Mandatory Holding Period

Notwithstanding anything to the contrary stated herein, in the Notice, the Plan or the French Sub-Plan, any Shares issued to Participant upon settlement of the RSUs must be held (and cannot be sold or transferred) until the expiration of a period which, together with the vesting period, can be no less than two years from the Grant Date, or such other period as is required to comply with the minimum mandatory holding period applicable to Shares underlying French-qualified Restricted Stock Units under Section L. 225-197-1 of the French Commercial Code, as amended, or by the French Tax Code or French Social Security Code, as amended; provided that if Participant dies or becomes Disabled, this mandatory holding period will not apply. In order to enforce this provision, the Company may, in its discretion, issue appropriate “stop transfer” instructions to its transfer agent or hold the Shares until the expiration of the holding period set forth above (such Shares may be held by the Company, a transfer agent designated by the

Company or with a broker designated by the Company).

Closed Periods

Pursuant to article L 225-197-1 of the French *Code de commerce*, as amended from time to time, shares of a listed company cannot be sold or transferred during certain closed periods which are currently: (i) thirty calendar days before the announcement of an interim financial report or a year-end report which the Company is obliged to make public and (ii) any period during which the Chief Executive Officer (*directeur général*), any deputy chief executive officer (*directeur général délégué*), or any member of the Board of Directors (*conseil d'administration*), the supervisory board (*conseil de surveillance*) or the executive board (*directoire*) of the Company, or any employee possesses knowledge of inside information (within the meaning of Article 7 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse (Market Abuse Regulation) and cancelling the Directive 2003/6/UE and Directives 2003/124/CE Parliament and 2004/72/CE of the Commission) which has not been disclosed to the public. If the French Commercial Code is amended after adoption of the French Sub-Plan to modify the definition and/or the applicability of the closed periods to RSUs, such amendments shall become applicable to any RSUs granted under the French Sub-Plan, to the extent required by French law. These rules will apply to Participant unless Participant is otherwise restricted from selling Shares received upon settlement of RSUs under similar rules applicable under U.S. law, in which case the U.S. rules shall prevail. In any event, Participant is at all times required to comply with the Facebook, Inc. Insider Trading Policy as may be amended from time to time, which may be accessed at <https://our.internmc.facebook.com/intern/people/portal/at-work/policies-guidance/employee-handbook-policies/insider-trading-policy> and in particular Section II re No Trading on Material Non-Public Information, Black-Out Periods, and other important matters. Persons who violate these general rules and the Insider Trading Policy may be subject to legal and financial penalties. If Participant trades during any applicable Black-Out Period as described in the Insider Trading Policy, or if the French tax authorities deem that Participant has not complied with the French closed period restrictions and/or similar rules under applicable U.S. law, the RSUs and Shares received under the RSUs may lose Qualified status, and Participant will not receive preferential tax treatment.

Acknowledgment

This provision supplements Sections 15 and 17 of the Agreement:

The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement (including the France section of the Jurisdiction-Specific Addendum), the provisions of the Plan and the French Sub-Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus and the French Sub-Plan, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan, the French Sub-Plan, the Notice, and the Agreement.

Language Consent

By accepting the RSUs, Participant confirms he or she has read and understood the Plan and the French Sub-Plan and the Agreement, including all the terms and conditions set forth therein, which were provided in the English language. Participant accepts the terms of those documents accordingly.

Consentement Relatif à la Langue Utilisée

En acceptant cette attribution gratuite d'actions, le Participant confirme avoir lu et compris le Plan, le Sous-Plan Français et le présent Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les termes de ces documents en

connaissance de cause.

Foreign Asset/Account Reporting Notice

If Participant is a French resident and holds Shares outside of France or maintain a foreign bank account, Participant is required to declare all foreign securities, bank, and brokerage accounts, whether open, current, or closed during the tax year, in his or her annual income tax return. Failure to comply could trigger significant penalties.

Germany

Exchange Control Notice

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). The report must be filed electronically using the “General Statistics Reporting Portal” (*Allgemeines Meldeportal Statistik*) available via Bundesbank’s website (www.bundesbank.de).

Foreign Asset/Account Reporting Notice

German residents holding Shares must notify their local tax office of the acquisition of Common Stock when they file their tax returns for the relevant year if (i) the value of the Shares for all Common Stock acquired exceeds €150,000 and Participant owns 1% or more of the total Shares of the Company, or (ii) in the unlikely event that the resident holds Common Stock exceeding 10% of the Company’s total Common Stock.

Hong Kong

Settlement

This provision supplements Section 1 of the Agreement:

Any Shares received at settlement of RSUs are a personal investment. If, for any reason, the RSUs vest and become non-forfeitable and Shares are issued to Participant within six months of the date of grant, Participant agrees that he or she will not offer the Shares to the public in Hong Kong or otherwise dispose of the Shares prior to the six-month anniversary of the date of grant.

Securities Law Notice

The RSUs and any Shares issued upon settlement of the RSUs do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or a Parent, Subsidiary or Affiliate of the Company. The Plan, the Agreement, including this Addendum, and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable companies and securities legislation in Hong Kong and have not been registered with or authorized by any regulatory authority, including the Securities and Future Commission, in Hong Kong. This Agreement and the incidental communication materials are intended only for the personal use of each eligible Participant and not for distribution to any other persons. If Participant has any questions about any of the contents of this Agreement or the Plan or other incidental communication materials, Participant should obtain independent professional advice.

India

Exchange Control Notice

Participant must comply with any and all applicable exchange control laws in India. Without limitation to the foregoing, he or she must repatriate any funds recognized in connection with the RSUs to India within such time as prescribed under applicable Indian exchange control laws as amended from time to time. Participant will receive a foreign inward remittance certificate (“*FIRC*”) from the bank where he or she deposits the foreign currency. Participant should retain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Company or the Employer requests proof of repatriation.

Foreign Asset/Account Reporting Notice

Participant is required to declare his or her foreign bank accounts and any foreign financial assets (including Shares held outside India) in his or her annual tax return.

Indonesia

Language Consent and Notification

By accepting the RSUs, Participant (i) confirms having read and understood the documents relating to this grant (i.e., the Notice, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan dan Pemberitahuan Bahasa

Dengan menerima pemberian Unit Saham Terbatas (RSUs) ini, Peserta (i) memberikan konfirmasi bahwa dirinya telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Pemberitahuan Pemberian, Perjanjian Penghargaan dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan)

Exchange Control Notice

If Participant remits funds (including proceeds from the sale of Shares) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to Bank Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a more detailed description of the transaction must be included in the report and Participant may be required to provide information about the transaction (e.g., his or her relationship with the transferor of the funds, the source of the funds, etc.) to the bank in order for the bank to complete the report. In addition, Participant may be required to provide the Bank Indonesia with information on foreign exchange activities, which may include Shares held outside Indonesia, on a monthly basis. The reporting should be completed online through Bank Indonesia's website, by no later than the 15th day of the following month.

Ireland

Director Reporting Requirement Notice

If Participant is a director, shadow director or secretary of an Irish Parent, Subsidiary or Affiliate of the Company (an "***Irish Entity***"), and his or her interest in the Company represents more than 1% of the Company's voting share capital, Participant is subject to certain notification requirements under Section 53 of the Companies Act, 1990. Among these requirements is Participant's obligation to notify the Irish Entity in writing when he or she receives an interest (e.g., RSUs, Shares) in the Company and advise the Irish Entity of the number and class of shares or rights to which the interest relates. This notification requirement also applies to any rights acquired by Participant's spouse or minor children (under the age of 18). Participant should consult his or her personal legal advisor to ensure compliance with the applicable requirements.

Israel

Sub-Plan for Israeli Participants

The RSUs are granted under the Sub-Plan for Israeli Participants (the "***Israeli Sub-Plan***"), which is considered part of the Plan. The terms used herein shall have the meaning ascribed to them in the Plan or Israeli Sub-Plan. In the event of any conflict, whether explicit or implied, between the provision of this Agreement and the Israeli Sub-Plan, the provisions set out in the Israeli Sub-Plan shall prevail. By accepting this grant, Participant acknowledges that a copy of the Israeli

Sub-Plan has been provided to Participant. The Israeli Sub-Plan may also be obtained by contacting peeps@fb.com.

Acknowledgment

This provision supplements Sections 15 and 17 of the Agreement:

Participant also (i) declares that she/he is familiar with Section 102 and the regulations and rules promulgated thereunder, including without limitations the provisions of the tax route applicable to the RSUs, and agrees to comply with such provisions, as amended from time to time, provided that if such terms are not met, Section 102 may not apply, and (ii) agrees to the terms and conditions of the trust deed signed between the Trustee and the Company and/or the applicable Subsidiary, which is available for the Participant's review, during normal working hours, at Company's offices, (iii) acknowledges that releasing the RSUs and Shares from the control of the Trustee prior to the termination of the Holding Period constitutes a violation of the terms of Section 102 and agrees to bear the relevant sanctions, (iv) authorizes the Company and/or the applicable Subsidiary to provide the Trustee with any information required for the purpose of administering the Plan including executing its obligations under the Ordinance, the trust deed and the trust agreement, including without limitation information about his/her RSUs, Shares, income tax rates, salary bank account, contact details and identification number, (v) declares that he/she is a resident of the State of Israel for tax purposes on the grant date and agrees to notify the Company upon any change in the residence address indicated above and acknowledges that if his/her engagement with the Company or Subsidiary is terminated and he/she is no longer employed by the Company or any Subsidiary, the RSUs and Shares shall remain subject to Section 102, the trust agreement, the Plan and this Agreement; (vi) understands and agrees that if he/she ceases to be employed or engaged by an Israeli resident Subsidiary but remains employed by the Company or any Parent, Subsidiary or Affiliate thereof, all unvested RSUs shall be forfeited to the Company with all rights of the Participant to such RSUs immediately terminating prior to his/her termination of employment or services, and any Shares already issued upon the previous vesting of RSUs shall remain subject to Section 102, the trust agreement, the Plan and this Agreement; (vii) warrants and undertakes that at the time of grant of the RSUs herein, or as a consequence of the grant, the Participant is not and will not become a holder of a "controlling interest" in the Company, as such term is defined in Section 32(9) of the Ordinance, and (viii) the grant of RSUs is conditioned upon the Participant signing all documents requested by the Company or the Trustee.

Section 102 Capital Gains Trustee Route

The RSUs are intended to be subject to the Capital Gains Route under Section 102 of the Ordinance, subject to Participant consenting to the requirements of such tax route by accepting the terms of this agreement and the grant of RSUs, and subject further to the compliance with all the terms and conditions of such tax route. Under the Capital Gains Route tax is only due upon sale of the Shares or upon release of the Shares from the holding or control of the Trustee.

Trustee Arrangement

The RSUs, the Shares issued upon vesting and/or any additional rights, including without limitation any right to receive any dividends or any shares received as a result of an adjustment made under the Plan that may be granted in connection with the RSUs (the "**Additional Rights**"), shall be issued to or controlled by the Trustee for the benefit of the Participant under the provisions of the 102 Capital Gains Route and will be controlled by the Trustee for at least the period stated in Section 102 of the Ordinance and the Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003 (the "**Rules**"). In the event the RSUs do not meet the requirements of Section 102 of the Ordinance, such RSUs and the underlying Shares shall not qualify for the favorable tax treatment under Section 102 of the Ordinance. The Company makes no representations or guarantees that the RSUs will qualify for favorable tax treatment and will not be liable or responsible if favorable tax treatment is not available under Section 102 of the

Ordinance. Any fees associated with any exercise, sale, transfer or any act in relation to the RSUs shall be borne by the Participant and the Trustee and/or the Company and/or any Subsidiary shall be entitled to withhold or deduct such fees from payments otherwise due to Participant from the Company or a Subsidiary or the Trustee. In the event there is any delay in delivering the proceeds from the sale of Shares or any other funds related to participation in the Plan, neither the Company, the Trustee nor any Subsidiary is responsible for any foreign exchange rate fluctuations that may affect any amounts deliverable to the Participant.

Restrictions on Sale

In accordance with the requirements of Section 102 of the Ordinance and the Capital Gains Route, Participant shall not sell nor transfer the Shares or Additional Rights from the Trustee until the end of the required Holding Period. Notwithstanding the above, if any such sale or transfer occurs before the end of the required Holding Period, the sanctions under Section 102 shall apply to and shall be borne by Participant.

Taxes

This provision supplements Section 6 of the Agreement and the Taxes provision in the "All Non-U.S. Jurisdictions" section of this Addendum:

The RSUs are intended to be taxed in accordance with Section 102, subject to full and complete compliance with the terms of Section 102. Participants with dual residency for tax purposes may be subject to taxation in several jurisdictions.

Any Tax imposed in respect of the RSUs and/or Shares, including, but not limited to, the grant of RSUs, and/or the vesting, transfer, waiver, or expiration of RSUs and/or Shares, and/or the sale of Shares, shall be borne solely by Participant, and in the event of death, by Participant's heirs. The Company, any Subsidiary, the Trustee or anyone on their behalf shall not be required to bear the aforementioned Taxes, directly or indirectly, nor shall they be required to gross up such Tax in Participant's salaries or remuneration. The applicable Tax shall be withheld from the proceeds of sale of Shares or shall be paid to the Company or a Subsidiary or the Trustee by Participant. Without derogating from the aforementioned, the Company or a Subsidiary or the Trustee shall be entitled to withhold Taxes as it deems compliant with applicable law and to deduct any Taxes from payments otherwise due to Participant from the Company or a Subsidiary or the Trustee. The ramifications of any future modification of applicable law regarding the taxation of the RSUs granted to Participant shall apply to Participant accordingly and Participant shall bear the full cost thereof, unless such modified laws expressly provide otherwise.

The issuance of the Shares upon the vesting of RSUs or in respect thereto, shall be subject to the full payments of any Tax (if applicable).

Securities Law Notice

An exemption from filing a prospectus with relation to the Plan has been granted to the Company by the Israeli Securities Authority. Copies of the Plan and the Form S-8 registration statement for the Plan filed with the U.S. Securities and Exchange Commission will be made available by request from peeps@fb.com.

Italy

Acknowledgment of Certain Provisions

This provision supplements Sections 15 and 17 of the Agreement:

In accepting the RSUs, Participant acknowledges that he or she has read and specifically and expressly approves the following provisions in the Agreement: Section 5: Termination; Section 6: Withholding Taxes, as supplemented by the Taxes provision in the "All Non-U.S. Jurisdictions" section of this Addendum; Section 11: Compliance with Laws and Regulations;

Section 11: Jurisdiction-Specific Addendum and Additional Requirements; Section 13: Governing Law; Choice of Venue; Section 15: Nature of Grant; and Section 17: Acknowledgment and Acceptance.

Foreign Asset/Account Reporting Notice

Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) that may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions.

Japan

Foreign Asset/Account Reporting Notice

Participant is required to report details of any assets held outside of Japan as of December 31, including shares of Common Stock acquired under the Plan, to the extent such assets have a total net fair market value exceeding ¥50,000,000.

Kenya

There are no jurisdiction-specific provisions.

Korea

Foreign Asset/Account Reporting Notice

Participant must declare all of his or her foreign financial accounts (*i.e.*, non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authorities and file a report with respect to such accounts if the value of such accounts exceeds a certain threshold (currently, KRW 500 million (or an equivalent amount in foreign currency)) on any month-end date during the year.

Malaysia

Securities Law Notice

The grant of the RSUs in Malaysia constitutes or relates to an ‘excluded offer,’ ‘excluded invitation,’ or ‘excluded issue’ pursuant to Section 229 and Section 230 of the Capital Markets and Services Act (“*CMSA*”), and as a consequence no prospectus is required to be registered with the Securities Commission of Malaysia. The RSU documents do not constitute and may not be used for the purpose of a public offering or an issue, offer for subscription or purchase, invitation to subscribe for or purchase any securities requiring the registration of a prospectus with the Securities Commission in Malaysia under the *CMSA*.

Director Reporting Requirement Notice

If Participant is a director of a Malaysian Parent, Subsidiary or Affiliate (a “*Malaysian Entity*”), he or she is subject to certain notification requirements under the Malaysian Companies Act, 1965. Among these requirements is an obligation to notify the Malaysian Entity in writing when Participant receives an interest (e.g., RSUs, Shares, etc.) in the Company or any of its related companies. In addition, Participant must notify the Malaysian Entity when he or she sells Shares of the Company or any of its related companies (including when he or she sells Shares acquired upon vesting and settlement of the RSUs). Additionally, Participant must also notify the Malaysian Entity if there are any subsequent changes in his or her interest in the Company or any related companies. These notifications must be made within fourteen (14) days of acquiring or disposing of any interest in the Company or any of its related companies.

Mexico

Labor Law Policy and Acknowledgment

By accepting the RSUs, Participant expressly recognizes that Facebook, Inc., with registered offices at 1601 Willow Road, Menlo Park, California 94025, U.S.A., is solely responsible for the administration of the Plan and that Participant’s participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and the Company since

Participant is participating in the Plan on a wholly commercial basis and Participant's sole Employer is Facebook Mexico S De RL De CV ("**Facebook-Mexico**"). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and Facebook-Mexico, and do not form part of the employment conditions and/or benefits provided by Facebook-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

Participant further understands that his or her participation in the Plan is a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to the Company, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Plan Document Acknowledgment

By accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement. In addition, by accepting the RSUs, Participant acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 15 of the Agreement ("**Nature of Grant**"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company, the Employer nor any Affiliate is responsible for any decrease in the value of the Shares underlying the RSUs.

Política de la Ley Laboral y Reconocimiento

*Al aceptar las Unidades de Acciones Restringidas (RSU), el Participante reconoce expresamente que Facebook, Inc., con oficinas registradas ubicadas a 1601 Willow Road, Menlo Park, California 94025, U.S.A., es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y la Compañía, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del participante es Facebook Mexico S De RL De CV ("**Facebook-Mexico**"). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante e Facebook-México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Facebook-México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de la Compañía, por lo tanto, la Compañía se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.

Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación,

sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir.

Reconocimiento de Documentos del Plan

Al aceptar las Unidades de Acciones Restringidas (RSU), el Participante reconoce que ha recibido una copia del Plan, que ha revisado el Plan y el Acuerdo de Concesión en su totalidad y entiende y acepta los términos del Plan y del Acuerdo de Concesión. Adicionalmente, al aceptar los RSU, el Participante reconoce que ha leído y especifica y expresamente aprueba los términos y condiciones del Sección 15 del Acuerdo de Concesión (denominado "Naturaleza de la Concesión"), donde claramente se establece que (i) la participación en el Plan no constituye un derecho adquirido, (ii) el Plan y la participación en el Plan es ofrecido por la Compañía en forma totalmente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía ni el Patrón ni su Afiliada es responsable por el decremento en el valor de las acciones de los RSU.

Netherlands	There are no jurisdiction-specific provisions.
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New Zealand	Securities Law Notice
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WARNING: This is an offer of RSUs over Shares which, once vested and settled in accordance with the terms of the Agreement and the Plan, will give Participant a stake in the ownership of the Company. Participant may receive a return if dividends are paid. If the Company runs into financial difficulties and is wound up, Participant will only be paid after all creditors have been paid. Participant may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment. Ask questions, read all documents carefully, and seek independent financial advice before committing.

The Shares are quoted on the Nasdaq. This means Participant may be able to sell them on the Nasdaq if there are interested buyers. Participant may get less than he or she invested. The price will depend on the demand for the Shares.

For information on risk factors impacting the Company's business that may affect the value of the Shares, Participant should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at <https://investor.fb.com/>.

Nigeria	There are no jurisdiction-specific provisions.
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Norway	There are no jurisdiction-specific provisions.
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Philippines	Securities Law Notice
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Participant should be aware of the risks of participating in the Plan, which include (without limitation) the risk of fluctuation in the price of the Shares on the Nasdaq and the risk of currency fluctuations between the U.S. Dollar and his or her local currency. In this regard, Participant should note that the value of any Shares he or she may acquire under the Plan may decrease, and fluctuations in foreign exchange rates between his or her local currency and the U.S. Dollar may

affect the value of the RSUs or any amounts due to Participant upon vesting and settlement of the RSUs or upon sale of any Shares he or she acquires under the Plan. The Company is not making any representations, projections or assurances about the value of the Shares now or in the future.

For further information on risk factors impacting the Company's business that may affect the value of the Shares, Participant should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov/, as well as on the Company's "Investor Relations" website at <https://investor.fb.com/>.

Participant is permitted to sell the Shares acquired under the Plan through the designated broker appointed under the Plan (or such other broker to whom he or she transfers the Shares), provided the resale of Shares acquired under the Plan takes place outside of the Philippines through the facilities of a stock exchange on which the Shares are listed (e.g., the Nasdaq).

Poland**Exchange Control Notice**

If Participant maintains bank or brokerage accounts holding cash and foreign securities (including Shares) outside of Poland, he or she will be required to report information to the National Bank of Poland on transactions and balances in such accounts if the value of such cash and securities exceeds PLN 7 million. If required, such reports must be filed on special forms available on the website of the National Bank of Poland. In addition, any transfer of funds in excess of EUR 15,000 into or out of Poland must be effected through a bank account in Poland. Lastly, Participant is required to store all documents connected with any foreign exchange transactions that he or she engages in for a period of five years, as measured from the end of the year in which such transaction occurred.

Senegal

There are no jurisdiction-specific provisions.

Singapore**Securities Law Notice**

The grant of the RSUs is being made pursuant to the "Qualifying Person" exemption" under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("*SFA*") and is not made with a view to the Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The RSUs are subject to section 257 of the SFA and Participant will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of the Shares subject to the RSUs in Singapore, unless such sale or offer is made (a) more than six months after the date of grant or (b) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA (Chapter 289, 2006 Ed.).

CEO and Director Reporting Requirement Notice

If Participant is the Chief Executive Officer ("CEO") or a director, associate director or shadow director of a Singaporean Parent, Subsidiary or Affiliate (a "*Singaporean Entity*"), he or she is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Entity in writing when he or she receives or dispose of an interest (e.g., RSUs, Shares) in the Company or any related companies. These notifications must be made within two business days of acquiring or disposing of any interest in the Company or any related company. In addition, a notification must be made of Participant's interests in the Company or any related company within two business days of becoming the CEO or a director, associate director or shadow director.

Exit Tax / Deemed Vesting Rule

If Participant is (a) neither a Singapore citizen nor a Singapore permanent resident, and he or she

(i) intends to leave Singapore for any period exceeding three months, (ii) will be posted overseas on a secondment, or (iii) are about to cease employment with the Singaporean Entity with which Participant was employed at the time of grant, regardless of whether he or she intends to remain in Singapore, or (b) a Singapore permanent resident, and Participant (i) intends to leave Singapore for any period exceeding three months, (ii) will be posted overseas on a secondment or (iii) are about to cease employment with the Singaporean Entity with which he or she was employed at the time of grant and intend to leave Singapore on a permanent basis, Participant may be subject to an exit tax upon his or her departure from Singapore or cessation of employment, as applicable. In such case, Participant will be taxed on his or her Award on a "deemed vesting" basis, i.e., Participant will be deemed to have vested in his or her RSUs on the later of (A) one month before the date he or she departs Singapore or ceases employment, or (B) the date on which his or her RSUs were granted. If Participant is subject to the exit tax, he or she acknowledges and agrees that the Employer will report details of Participant's departure from Singapore or cessation of employment to the Inland Revenue Authority of Singapore and will withhold any income payable to him or her for a period of up to 30 days. Participant should consult with a personal tax advisor in the event he or she may be subject to these exit tax rules.

South Africa Taxes

This provision supplements Section 6 of the Agreement and the Taxes provision in the "All Non-U.S. Jurisdictions" section of this Addendum:

By accepting the RSUs, Participant agrees that, immediately upon vesting of the RSUs, Participant will notify his or her employer of the amount of any gain realized. If Participant fails to advise his or her employer of the gain realized upon vesting, Participant may be liable for a fine. Participant will be solely responsible for paying any difference between the actual tax liability and the amount withheld by his or her employer.

Securities Law Notice

In compliance with South African securities law, the documents listed below are available for review at the addresses listed below:

- The Company's most recent annual financial statement:
<https://investor.fb.com/>.
- The Company's most recent Plan prospectus:
<http://www.schwab.com/facebook>

A hard copy of the above documents will be sent to Participant free of charge upon written request to: peeps@fb.com.

Exchange Control Notice

Participant is solely responsible for complying with applicable South African exchange control regulations. Since the exchange control laws change frequently and without notice, Participant should consult his or her legal advisor prior to the acquisition or sale of Shares acquired under the Plan to ensure his or her compliance with current regulations.

Spain

Nature of Grant

This provision supplements Section 15 of the Agreement:

Participant understands that the Company has unilaterally, gratuitously and discretionally decided to grant RSUs to individuals who may be employees of the Company or a Parent, Subsidiary or Affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise

bind the Company or any Parent, Subsidiary or Affiliate on an ongoing basis other than as stated in this Agreement. Consequently, Participant understands that the RSUs are granted on the assumption and condition that the RSUs and any Shares to be issued upon vesting of the RSUs are not part of any employment contract (either with the Company or any Parent, Subsidiary or Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right. Further, Participant understands that the RSUs would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the RSUs and any right to the Shares shall be null and void.

Participant understands and agrees that, as a condition of the grant of the RSUs, Termination for any reason (including the reasons listed below) will automatically result in the loss of the RSUs that may have been granted to Participant and that have not vested as of date of Termination as described in Section 5 of the Agreement. In particular, Participant understands and agrees that any unvested RSUs as of the date of Termination will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of a Termination by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Participant's employer and under Article 10.3 of the Royal Decree 1382/1985. Participant acknowledges that he or she has read and specifically accepts the conditions referred to in Section 5 of the Agreement.

Exchange Control Notice

The acquisition, ownership and disposition of Shares must be declared for statistical purposes to the Spanish "*Dirección General de Comercio e Inversiones*" (the DGCI), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be made by filing a D-6 form each January for Shares purchased or sold during (or owned by Participant as of December 31) of the prior year; however, if the value of Shares acquired or sold exceeds €1,502,530 (or Participant holds 10% or more of the share capital of the Company or such other amount that would entitle him or her to join the Company's Board of Directors), the declaration must also be filed within one month of the acquisition or sale, as applicable.

In addition, Participant may be required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts) held abroad, any foreign instruments (including Shares), and any transactions with non-Spanish residents (including any payments of Shares made to Participant by the Company) depending on the value of the transactions during the relevant year or the balances in such accounts and the value of such instruments as of December 31 of the relevant year. Participant should consult with his or her personal legal advisor regarding the applicable thresholds and corresponding reporting requirements.

Foreign Asset/Account Reporting Notice

To the extent that Participant holds assets or rights outside of Spain (*e.g.*, Shares or cash held in a brokerage or bank account) with a value in excess of €50,000 per asset type as of December 31 (or at any time during the year in which the asset is sold), he or she will be required to report information on such assets or rights on his or her tax return (tax form 720) for such year. After such assets or rights are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported assets or rights increases by more than €20,000, or if the ownership of such assets or rights is transferred or relinquished during the year. The report must be completed by March 31.

Sweden**Taxes**

This provision supplements Section 6 of the Agreement and the Taxes provision in the "All Non-U.S. Jurisdictions" section of this Addendum:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 6 of the Agreement and the Taxes provision in the "All Non-U.S. Jurisdictions" section of this Addendum, in accepting the grant of RSUs, Participant authorizes the Company and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to Participant upon vesting/settlement to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

Switzerland**Securities Law Notice**

Neither this document nor any other materials relating to the RSUs (i) constitute a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("**FinSA**"), (ii) may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an employee of the Company, or (iii) have been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of the FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority).

Taiwan**Securities Law Notice**

The offer of participation in the Plan is available only for employees. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Notice

Participant may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US \$5,000,000 per year through an authorized foreign exchange bank. If the transaction amount is TWD 500,000 or more in a single transaction, he or she must submit a Foreign Exchange Transaction Form, and other supporting documentation, to the satisfaction of the remitting bank. If the transaction amount is US \$500,000 or more, Participant may be required to provide additional supporting documentation to the satisfaction of the remitting bank.

Thailand**Exchange Control Notice**

If Participant receives proceeds from the sale of Shares in excess of US \$200,000 in a single transaction, he or she must immediately repatriate the funds to Thailand and convert the funds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. Participant must also report the inward remittance by submitting the Foreign Exchange Transaction Form to an authorized agent.

**United Arab
Emirates****Securities Law Notice**

The Plan is only being offered to qualified employees and is in the nature of providing equity incentives to employees of the Company's Subsidiary in the United Arab Emirates ("**UAE**"). The Plan and the Agreement are intended for distribution only to such employees and must not be delivered to, or relied on by, any other person. Participant should conduct his or her own due diligence on the RSUs offered pursuant to this Agreement. If Participant does not understand the contents of the Plan and/or the Agreement, he or she should consult an authorized financial adviser. Neither the UAE Central Bank, the Emirates Securities and Commodities Authority and the Dubai Financial Services Authority, nor any other licensing authority or government agency in the UAE, has responsibility for reviewing or verifying any documents in connection with the

Plan. Further, the Ministry of the Economy and the Dubai Department of Economic Development have not approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

**United
Kingdom**

Taxes

This provision supplements Section 6 of the Agreement and the Taxes provision in the "All Non-U.S. Jurisdictions" section of this Addendum:

Without limitation to Section 6 of the Agreement, Participant agrees to be liable for any Tax-Related Items related to his or her participation in the Plan and legally applicable to Participant and hereby covenants to pay any such Tax-Related Items, as and when requested by the Company or the Employer or Her Majesty's Revenue & Customs ("**HMRC**") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf.

Notwithstanding the foregoing, if Participant is an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is an executive officer or director and the income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant acknowledges that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit.

FACEBOOK, INC.

2012 EQUITY INCENTIVE PLAN

(as amended and restated on June 20, 2016 and amended on February 13, 2018)

1. **PURPOSE.** The purpose of this Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, and any Parents, Subsidiaries and Affiliates that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Awards. Capitalized terms not defined elsewhere in the text are defined in Section 27.

2. **SHARES SUBJECT TO THE PLAN.**

2.1 **Number of Shares Available.** Subject to Sections 2.6 and 21 and any other applicable provisions hereof, the total number of Shares reserved and available for grant and issuance pursuant to this Plan as of the date of adoption of the Plan by the Board, is 25,000,000 Shares, plus (i) any reserved shares not issued or subject to outstanding grants under the Company's 2005 Stock Plan (the "***Prior Plan***") on the Effective Date, (ii) shares that are subject to stock options or other awards granted under the Prior Plan that cease to be subject to such stock options or other awards by forfeiture or otherwise after the Effective Date, (iii) shares issued under the Prior Plan before or after the Effective Date pursuant to the exercise of stock options that are, after the Effective Date, forfeited, (iv) shares issued under the Prior Plan that are repurchased by the Company at the original issue price, and (v) shares that are subject to stock options or other awards under the Prior Plan that are used or withheld to pay the exercise price of an option or to satisfy the tax withholding obligations related to any award. Substitute Awards may be granted under the Plan and any such grants shall not reduce the Shares authorized for grant under the Plan.

2.2 **Lapsed, Returned Awards.** Shares subject to Awards, and Shares issued under the Plan under any Award, will again be available for grant and issuance in connection with subsequent Awards of Common Stock under this Plan to the extent such Shares: (a) are subject to issuance upon exercise of an Option or SAR granted under this Plan but which cease to be subject to the Option or SAR for any reason other than exercise of the Option or SAR; (b) are subject to Awards granted under this Plan that are forfeited or are repurchased by the Company at the original issue price; (c) are subject to Awards granted under this Plan that otherwise terminate without such Shares being issued; or (d) are surrendered pursuant to an Exchange Program. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Shares used or withheld to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan.

2.3 **Minimum Share Reserve.** At all times the Company shall reserve and keep available a sufficient number of Shares as shall be required to satisfy the requirements of all outstanding Awards granted under this Plan.

2.4 **Automatic Share Reserve Increase.** The number of Shares available for grant and issuance under the Plan shall be increased on January 1, of each of the ten (10) calendar years during the term of the Plan following April 22, 2016, by the lesser of (i) two and one half percent (2.5%) of the number of Shares issued and outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares determined by the Board.

2.5 **Limitations.** No more than 120,000,000 Shares shall be issued pursuant to the exercise of ISOs.

2.6 Adjustment of Shares. If the number of outstanding Shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then (a) the number of Shares reserved for issuance and future grant under the Plan set forth in Section 2.1, (b) the Exercise Prices of and number of Shares subject to outstanding Options and SARs, (c) the number of Shares subject to other outstanding Awards, (d) the maximum number of shares that may be issued as ISOs set forth in Section 2.5, (e) the maximum number of Shares that may be issued to an individual or to a new Employee in any one calendar year set forth in Section 3 and (f) the number of Shares that are granted as Awards to Non-Employee Directors as set forth in Section 12, shall be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with applicable securities laws; provided that fractions of a Share will not be issued.

3. ELIGIBILITY. ISOs may be granted only to Employees. All other Awards may be granted to Employees, Consultants and Non-Employee Directors; provided such Consultants and Non-Employee Directors render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. No Participant will be eligible to receive more than 2,500,000 Shares in any calendar year under this Plan pursuant to the grant of Awards except that new Employees of the Company or of a Parent, Subsidiary or Affiliate (including new Employees who are also officers and directors of the Company or any Parent, Subsidiary or Affiliate) are eligible to receive up to a maximum of 5,000,000 Shares in the calendar year in which they commence their employment.

4. ADMINISTRATION.

4.1 Committee Composition; Authority. This Plan will be administered by the Committee or by the Board acting as the Committee. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee will have full power to implement and carry out this Plan, except, however, the Board shall establish the terms for the grant of an Award to Non-Employee Directors. The Committee will have the authority to:

- (a) construe and interpret this Plan, any Award Agreement and any other agreement or document executed pursuant to this Plan;
- (b) prescribe, amend and rescind rules and regulations relating to this Plan or any Award;
- (c) select persons to receive Awards;
- (d) determine the form and terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may vest and be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Committee will determine;
- (e) determine the number of Shares or other consideration subject to Awards;
- (f) determine the Fair Market Value in good faith and interpret the applicable provisions of this Plan and the definition of Fair Market Value in connection with circumstances that impact the Fair Market Value, if necessary;
- (g) determine the date of termination of a Participant's employment or services;
- (h) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, other Awards under this Plan or any other incentive or compensation plan of the Company or any Parent, Subsidiary or Affiliate;

- (i) grant waivers of Plan or Award conditions;
- (j) determine the vesting, exercisability and payment of Awards;
- (k) correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement;
- (l) determine whether an Award has been earned;
- (m) determine the terms and conditions of any, and to institute any Exchange Program;
- (n) reduce or waive any criteria with respect to Performance Factors;
- (o) adjust Performance Factors to take into account changes in law and accounting or tax rules as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships provided that such adjustments are consistent with the regulations promulgated under Section 162(m) of the Code with respect to persons whose compensation is subject to Section 162(m) of the Code;
- (p) adopt rules and/or procedures (including the adoption of any subplan under this Plan) relating to the operation and administration of the Plan to accommodate requirements of local law and procedures outside of the United States;
- (q) make all other determinations necessary or advisable for the administration of this Plan; and
- (r) delegate any of the foregoing to a subcommittee consisting of one or more executive officers pursuant to a specific delegation.

4.2 Committee Interpretation and Discretion. Any determination made by the Committee with respect to any Award shall be made in its sole discretion at the time of grant of the Award or, unless in contravention of any express term of the Plan or Award, at any later time, and such determination shall be final and binding on the Company and all persons having an interest in any Award under the Plan. Any dispute regarding the interpretation of the Plan or any Award Agreement shall be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and the Participant. The Committee may delegate to one or more executive officers the authority to review and resolve disputes with respect to Awards held by Participants who are not Insiders, and such resolution shall be final and binding on the Company and the Participant.

4.3 Section 162(m) of the Code and Section 16 of the Exchange Act. When necessary or desirable for an Award to qualify as “performance-based compensation” under Section 162(m) of the Code the Committee shall include at least two persons who are “outside directors” (as defined under Section 162(m) of the Code) and at least two (or a majority if more than two then serve on the Committee) such “outside directors” shall approve the grant of such Award and timely determine (as applicable) the Performance Period and any Performance Factors upon which vesting or settlement of any portion of such Award is to be subject. When required by Section 162(m) of the Code, prior to settlement of any such Award at least two (or a majority if more than two then serve on the Committee) such “outside directors” then serving on the Committee shall determine and certify in writing the extent to which such Performance Factors have been timely achieved and the extent to which the Shares subject to such Award have thereby been earned. Awards granted to Participants who are subject to Section 16 of the Exchange Act must be approved by two or more “non-employee directors” (as defined in the regulations promulgated under Section 16 of the Exchange Act). With respect to Participants whose compensation is subject to Section 162(m) of the Code, and provided that such adjustments are consistent with the regulations promulgated under Section 162(m) of the Code, the Committee may adjust the performance goals to

account for changes in law and accounting and to make such adjustments as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships, including without limitation (i) restructurings, discontinued operations, other extraordinary items, and other unusual or non-recurring charges, (ii) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, or (iii) a change in accounting standards required by generally accepted accounting principles.

4.4 Documentation. The Award Agreement for a given Award, the Plan and any other documents may be delivered to, and accepted by, a Participant or any other person in any manner (including electronic distribution or posting) that meets applicable legal requirements.

4.5 Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and its Subsidiaries or Affiliates operate or have employees or other individuals eligible for Awards or to facilitate the offering and administration of the Plan in such other countries, the Committee, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries and Affiliates shall be covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to or held by individuals outside the United States to comply with applicable foreign laws or facilitate the offering and administration of the Plan in view of such foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable; provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Section 2 hereof; and (v) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply or facilitate compliance with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code, or any other applicable United States governing statute or law.

5. OPTIONS. The Committee may grant Options to eligible Employees, Consultants, and Non-Employee Directors and will determine whether such Options will be Incentive Stock Options within the meaning of the Code ("*ISOs*") or Nonqualified Stock Options ("*NQSOs*"), the number of Shares subject to the Option, the Exercise Price of the Option, the period during which the Option may vest and be exercised, and all other terms and conditions of the Option, subject to the following:

5.1 Option Grant. Each Option granted under this Plan will identify the Option as an ISO or an NQSO. An Option may be, but need not be, awarded upon satisfaction of such Performance Factors during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the Option is being earned upon the satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for each Option; and (y) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to Options that are subject to different performance goals and other criteria.

5.2 Date of Grant. The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option, or a specified future date. The Award Agreement and a copy of this Plan will be delivered to the Participant within a reasonable time after the granting of the Option.

5.3 Exercise Period. Options may be vested and exercisable within the times or upon the conditions as set forth in the Award Agreement governing such Option; provided, however, that no Option will be exercisable after the expiration of ten (10) years from the date the Option is granted; and provided further that no ISO granted to a person who, at the time the ISO is granted, directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Parent, Subsidiary or Affiliate ("*Ten Percent Stockholder*") will be exercisable after the expiration of five (5) years from the date the ISO is granted. The Committee also may provide for Options to become exercisable at one time or from time to time, periodically or otherwise, in such number of Shares or percentage of Shares as the Committee determines.

5.4 Exercise Price. The Exercise Price of an Option will be determined by the Committee when the Option is granted; provided that: (i) the Exercise Price of an Option will be not less than one hundred percent (100%) of the Fair Market Value of the Shares on the date of grant and (ii) the Exercise Price of any ISO granted to a Ten Percent Stockholder will not be less than one hundred ten percent (110%) of the Fair Market Value of the Shares on the date of grant. Payment for the Shares purchased may be made in accordance with Section 11 and the Award Agreement and in accordance with any procedures established by the Company.

5.5 Method of Exercise. Any Option granted hereunder will be vested and exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Committee and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share. An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Committee may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Committee and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 2.6 of the Plan. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

5.6 Termination. The exercise of an Option will be subject to the following (except as may be otherwise provided in an Award Agreement):

(a) If the Participant is Terminated for any reason except for Cause or the Participant's death or Disability, then the Participant may exercise such Participant's Options only to the extent that such Options would have been exercisable by the Participant on the Termination Date no later than ninety (90) days after the Termination Date (or such shorter time period or longer time period not exceeding five (5) years as may be determined by the Committee, with any exercise beyond three (3) months after the Termination Date deemed to be the exercise of an NQSO), but in any event no later than the expiration date of the Options.

(b) If the Participant is Terminated because of the Participant's death (or the Participant dies within ninety (90) days after a Termination other than for Cause or because of the Participant's Disability), then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the Termination Date and must be exercised by the Participant's legal representative, or authorized assignee, no later than twelve (12) months after the Termination Date (or such shorter time period not less than six (6) months or longer time period not exceeding five (5) years as may be determined by the Committee), but in any event no later than the expiration date of the Options.

(c) If the Participant is Terminated because of the Participant's Disability, then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the Termination Date and must be exercised by the Participant (or the Participant's legal representative or authorized assignee) no later than six (6) months after the Termination Date (with any exercise beyond (a) three (3) months after the Termination Date when the Termination is for a Disability that is not a "permanent and total disability" as defined in Section 22(e)(3) of the Code, or (b) twelve (12) months after the Termination Date when the Termination is for a Disability that is a "permanent and total disability" as defined in Section 22(e)(3) of the Code, deemed to be exercise of an NQSO), but in any event no later than the expiration date of the Options.

(d) If the Participant is terminated for Cause, then Participant's Options shall expire on such Participant's Termination Date, or at such later time and on such conditions as are determined by the

Committee, but in any no event later than the expiration date of the Options. Unless otherwise provided in the Award Agreement, Cause will have the meaning set forth in the Plan.

5.7 Limitations on Exercise. The Committee may specify a minimum number of Shares that may be purchased on any exercise of an Option, provided that such minimum number will not prevent any Participant from exercising the Option for the full number of Shares for which it is then exercisable.

5.8 Limitations on ISOs. With respect to Awards granted as ISOs, to the extent that the aggregate Fair Market Value of the Shares with respect to which such ISOs are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent, Subsidiary or Affiliate) exceeds one hundred thousand dollars (\$100,000), such Options will be treated as NQSOs. For purposes of this Section 5.8, ISOs will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

5.9 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted. Any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code. Subject to Section 18 of this Plan, by written notice to affected Participants, the Committee may reduce the Exercise Price of outstanding Options without the consent of such Participants; provided, however, that the Exercise Price may not be reduced below the Fair Market Value on the date the action is taken to reduce the Exercise Price.

5.10 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Participant affected, to disqualify any ISO under Section 422 of the Code.

6. RESTRICTED STOCK AWARDS.

6.1 Awards of Restricted Stock. A Restricted Stock Award is an offer by the Company to sell to an eligible Employee, Consultant, or Non-Employee Director a number of Shares that are subject to restrictions ("***Restricted Stock***"). The Committee will determine to whom an offer will be made, the number of Shares the Participant may purchase, the Purchase Price, the restrictions under which the Shares will be subject and all other terms and conditions of the Restricted Stock Award, subject to the Plan.

6.2 Restricted Stock Purchase Agreement. All purchases under a Restricted Stock Award will be evidenced by an Award Agreement. Except as may otherwise be provided in an Award Agreement, a Participant accepts a Restricted Stock Award by signing and delivering to the Company an Award Agreement with full payment of the Purchase Price, within thirty (30) days from the date the Award Agreement was delivered to the Participant. If the Participant does not accept such Award within thirty (30) days, then the offer of such Restricted Stock Award will terminate, unless the Committee determines otherwise.

6.3 Purchase Price. The Purchase Price for a Restricted Stock Award will be determined by the Committee and may be less than Fair Market Value on the date the Restricted Stock Award is granted. Payment of the Purchase Price must be made in accordance with Section 11 of the Plan, and the Award Agreement and in accordance with any procedures established by the Company.

6.4 Terms of Restricted Stock Awards. Restricted Stock Awards will be subject to such restrictions as the Committee may impose or are required by law. These restrictions may be based on completion of a specified number of years of service with the Company or any Parent, Subsidiary or Affiliate or upon

completion of Performance Factors, if any, during any Performance Period as set out in advance in the Participant's Award Agreement. Prior to the grant of a Restricted Stock Award, the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Restricted Stock Award; (b) select from among the Performance Factors to be used to measure performance goals, if any; and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Restricted Stock Awards that are subject to different Performance Periods and having different performance goals and other criteria.

6.5 Termination. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such Participant's Termination Date (unless determined otherwise by the Committee).

7. STOCK BONUS AWARDS.

7.1 Awards of Stock Bonuses. A Stock Bonus Award is an award to an eligible Employee, Consultant, or Non-Employee Director of Shares for services to be rendered or for past services already rendered to the Company or any Parent, Subsidiary or Affiliate. All Stock Bonus Awards shall be made pursuant to an Award Agreement. No payment from the Participant will be required for Shares awarded pursuant to a Stock Bonus Award.

7.2 Terms of Stock Bonus Awards. The Committee will determine the number of Shares to be awarded to the Participant under a Stock Bonus Award and any restrictions thereon. These restrictions may be based upon completion of a specified number of years of service with the Company or upon satisfaction of performance goals based on Performance Factors during any Performance Period as set out in advance in the Participant's Stock Bonus Agreement. Prior to the grant of any Stock Bonus Award the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Stock Bonus Award; (b) select from among the Performance Factors to be used to measure performance goals; and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Stock Bonus Awards that are subject to different Performance Periods and different performance goals and other criteria.

7.3 Form of Payment to Participant. Payment may be made in the form of cash, whole Shares, or a combination thereof, based on the Fair Market Value of the Shares earned under a Stock Bonus Award on the date of payment, as determined in the sole discretion of the Committee.

7.4 Termination. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such Participant's Termination Date (unless determined otherwise by the Committee).

8. STOCK APPRECIATION RIGHTS.

8.1 Awards of SARs. A Stock Appreciation Right ("**SAR**") is an award to an eligible Employee, Consultant, or Non-Employee Director that may be settled in cash or Shares (which may consist of Restricted Stock), having a value equal to (a) the difference between the Fair Market Value on the date of exercise over the Exercise Price multiplied by (b) the number of Shares with respect to which the SAR is being settled (subject to any maximum number of Shares that may be issuable as specified in an Award Agreement). All SARs shall be made pursuant to an Award Agreement.

8.2 Terms of SARs. The Committee will determine the terms of each SAR including, without limitation: (a) the number of Shares subject to the SAR; (b) the Exercise Price and the time or times during which the SAR may be settled; (c) the consideration to be distributed on settlement of the SAR; and (d) the effect of the Participant's Termination on each SAR. The Exercise Price of the SAR will be determined by the Committee when the SAR is granted, and may not be less than Fair Market Value. A SAR may be awarded upon satisfaction of Performance Factors, if any, during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the SAR is being earned upon the satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for

each SAR; and (y) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to SARs that are subject to different Performance Factors and other criteria.

8.3 Exercise Period and Expiration Date. A SAR will be exercisable within the times or upon the occurrence of events determined by the Committee and set forth in the Award Agreement governing such SAR. The SAR Agreement shall set forth the expiration date; provided that no SAR will be exercisable after the expiration of ten (10) years from the date the SAR is granted. The Committee may also provide for SARs to become exercisable at one time or from time to time, periodically or otherwise (including, without limitation, upon the attainment during a Performance Period of performance goals based on Performance Factors), in such number of Shares or percentage of the Shares subject to the SAR as the Committee determines. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such Participant's Termination Date (unless determined otherwise by the Committee). Notwithstanding the foregoing, the rules of Section 5.6 also will apply to SARs.

8.4 Form of Settlement. Upon exercise of a SAR, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying (i) the difference between the Fair Market Value of a Share on the date of exercise over the Exercise Price; times (ii) the number of Shares with respect to which the SAR is exercised. At the discretion of the Committee, the payment from the Company for the SAR exercise may be in cash, in Shares of equivalent value, or in some combination thereof. The portion of a SAR being settled may be paid currently or on a deferred basis with such interest or dividend equivalent, if any, as the Committee determines, provided that the terms of the SAR and any deferral satisfy the requirements of Section 409A of the Code.

8.5 Termination. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such Participant's Termination Date (unless determined otherwise by the Committee).

9. RESTRICTED STOCK UNITS.

9.1 Awards of Restricted Stock Units. A Restricted Stock Unit ("**RSU**") is an award to an eligible Employee, Consultant, or Non-Employee Director covering a number of Shares that may be settled in cash, or by issuance of those Shares (which may consist of Restricted Stock). All RSUs shall be made pursuant to an Award Agreement.

9.2 Terms of RSUs. The Committee will determine the terms of an RSU including, without limitation: (a) the number of Shares subject to the RSU; (b) the time or times during which the RSU may be settled; (c) the consideration to be distributed on settlement; and (d) the effect of the Participant's Termination on each RSU. An RSU may be awarded upon satisfaction of such performance goals based on Performance Factors during any Performance Period as are set out in advance in the Participant's Award Agreement. If the RSU is being earned upon satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for the RSU; (y) select from among the Performance Factors to be used to measure the performance, if any; and (z) determine the number of Shares deemed subject to the RSU. Performance Periods may overlap and participants may participate simultaneously with respect to RSUs that are subject to different Performance Periods and different performance goals and other criteria.

9.3 Form and Timing of Settlement. Payment of earned RSUs shall be made as soon as practicable after the date(s) determined by the Committee and set forth in the Award Agreement. The Committee, in its sole discretion, may settle earned RSUs in cash, Shares, or a combination of both. The Committee may also permit a Participant to defer payment under a RSU to a date or dates after the RSU is earned provided that the terms of the RSU and any deferral satisfy the requirements of Section 409A of the Code.

9.4 Termination. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such Participant's Termination Date (unless determined otherwise by the Committee).

10. PERFORMANCE AWARDS.

10.1 Performance Awards. A Performance Award is an award to an eligible Employee, Consultant, or Non-Employee Director a cash bonus or a Performance Share bonus. Grants of Performance Awards shall be made pursuant to an Award Agreement.

10.2 Terms of Performance Awards. The Committee will determine, and each Award Agreement shall set forth, the terms of each award of Performance Award including, without limitation: (a) the amount of any cash bonus; (b) the number of Shares deemed subject to a Performance Share bonus; (c) the Performance Factors and Performance Period that shall determine the time and extent to which each Performance Award shall be settled; (d) the consideration to be distributed on settlement; and (e) the effect of the Participant's Termination on each Performance Award. In establishing Performance Factors and the Performance Period the Committee will: (x) determine the nature, length and starting date of any Performance Period; and (y) select from among the Performance Factors to be used. Prior to settlement the Committee shall determine the extent to which Performance Awards have been earned. Performance Periods may overlap and Participants may participate simultaneously with respect to Performance Awards that are subject to different Performance Periods and different performance goals and other criteria. No Participant will be eligible to receive more than \$10,000,000 in Performance Awards in any calendar year under this Plan.

10.3 Value, Earning and Timing of Performance Shares. Any Performance Share bonus will have an initial value equal to the Fair Market Value of a Share on the date of grant. After the applicable Performance Period has ended, the holder of a Performance Share bonus will be entitled to receive a payout of the number of Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding Performance Factors or other vesting provisions have been achieved. The Committee, in its sole discretion, may pay an earned Performance Share bonus in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Shares at the close of the applicable Performance Period) or in a combination thereof. Performance Share bonuses may also be settled in Restricted Stock.

10.4 Termination. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such Participant's Termination Date (unless determined otherwise by the Committee).

11. PAYMENT FOR SHARE PURCHASES.

Payment from a Participant for Shares purchased pursuant to this Plan may be made in cash or by check or, where expressly approved for the Participant by the Committee and where permitted by law (and to the extent not otherwise set forth in the applicable Award Agreement):

- (a) by cancellation of indebtedness of the Company to the Participant;
- (b) by surrender of shares of the Company held by the Participant that have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Award will be exercised or settled;
- (c) by waiver of compensation due or accrued to the Participant for services rendered or to be rendered to the Company or a Parent, Subsidiary or Affiliate;
- (d) by consideration received by the Company pursuant to a broker-assisted or other form of cashless exercise program implemented by the Company in connection with the Plan;
- (e) by any combination of the foregoing; or
- (f) by any other method of payment as is permitted by applicable law.

12. GRANTS TO NON-EMPLOYEE DIRECTORS.

12.1 Types of Awards. Non-Employee Directors are eligible to receive any type of Award offered under this Plan except ISOs. Awards pursuant to this Section 12 may be automatically made pursuant to policy adopted by the Board, or made from time to time as determined in the discretion of the Board.

12.2 Eligibility. Awards pursuant to this Section 12 shall be granted only to Non-Employee Directors. A Non-Employee Director who is elected or re-elected as a member of the Board will be eligible to receive an Award under this Section 12.

12.3 Vesting, Exercisability and Settlement. Except as set forth in Section 21, Awards shall vest, become exercisable and be settled as determined by the Board. With respect to Options and SARs, the exercise price granted to Non-Employee Directors shall not be less than the Fair Market Value of the Shares at the time that such Option or SAR is granted.

12.4 Election to receive Awards in Lieu of Cash. A Non-Employee Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash or Awards or a combination thereof, as determined by the Committee. Such Awards shall be issued under the Plan. An election under this Section 12.4 shall be filed with the Company on the form prescribed by the Company.

13. WITHHOLDING TAXES.

13.1 Withholding Generally. Whenever Shares are to be issued in satisfaction of Awards granted under this Plan, the Company may require the Participant to remit to the Company, or to the Parent, Subsidiary or Affiliate employing the Participant, an amount sufficient to satisfy applicable U.S. federal, state, local and international withholding tax requirements or any other tax liability legally due from the Participant prior to the delivery of Shares pursuant to exercise or settlement of any Award. Whenever payments in satisfaction of Awards granted under this Plan are to be made in cash, such payment will be net of an amount sufficient to satisfy applicable U.S. federal, state, local and international withholding tax requirements or any other tax liability legally due from the Participant. The Fair Market Value of the Shares will be determined as of the date that the taxes are required to be withheld as required by applicable tax rules or as of a date determined by the Committee in its discretion, where permitted by applicable law.

13.2 Stock Withholding. The Committee, in its sole discretion and pursuant to such procedures as it may specify from time to time and to limitations of local law, may require or permit a Participant to satisfy such tax withholding obligation or any other tax liability legally due from the Participant, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value up to the maximum statutory amount required to be withheld unless a lesser amount of withholding is required to avoid adverse accounting treatment, or (iii) delivering to the Company already-owned Shares having a Fair Market Value up to the maximum amount required to be withheld unless a lesser amount of withholding is required to avoid adverse accounting treatment.

14. TRANSFERABILITY.

14.1 Transfer Generally. Unless determined otherwise by the Committee or pursuant to Section 14.2, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. If the Committee makes an Award transferable, including, without limitation, by instrument to an inter vivos or testamentary trust in which the Awards are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift to a Permitted Transferee, such Award will contain such additional terms and conditions as the Committee deems appropriate. All Awards shall be exercisable: (i) during the Participant's lifetime only by (A) the Participant, or (B) the Participant's guardian or legal representative; (ii) after the Participant's death, by the legal representative of the Participant's heirs or legatees; and (iii) in the case of all awards except ISOs, by a Permitted Transferee.

14.2 Award Transfer Program. Notwithstanding any contrary provision of the Plan, the Committee shall have all discretion and authority to determine and implement the terms and conditions of any Award Transfer Program instituted pursuant to this Section 14.2 and shall have the authority to amend the terms of any Award participating, or otherwise eligible to participate in, the Award Transfer Program, including (but not limited to) the authority to (i) amend (including to extend) the expiration date, post-termination exercise period and/or forfeiture conditions of any such Award, (ii) amend or remove any provisions of the Award relating to the Award holder's continued service to the Company or its Parent, Subsidiary or Affiliate, (iii) amend the permissible payment methods with respect to the exercise or purchase of any such Award, (iv) amend the adjustments to be implemented in the event of changes in the capitalization and other similar events with respect to such Award, and (v) make such other changes to the terms of such Award as the Committee deems necessary or appropriate in its sole discretion.

15. PRIVILEGES OF STOCK OWNERSHIP; RESTRICTIONS ON SHARES.

15.1 Voting and Dividends. No Participant will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Participant, except for any rights permitted by an applicable Award Agreement. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that if such Shares are Restricted Stock, then any new, additional or different securities the Participant may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock; provided, further, that the Participant will have no right to retain such stock dividends or stock distributions with respect to Shares that are repurchased at the Participant's Purchase Price or Exercise Price, as the case may be, pursuant to Section 15.2.

15.2 Restrictions on Shares. At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) a right to repurchase (a "***Right of Repurchase***") a portion of any or all Unvested Shares held by a Participant following such Participant's Termination at any time within ninety (90) days after the later of the Participant's Termination Date and the date the Participant purchases Shares under this Plan, for cash and/or cancellation of purchase money indebtedness, at the Participant's Purchase Price or Exercise Price, as the case may be.

16. **CERTIFICATES**. All Shares or other securities whether or not certificated, delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable U.S. federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted and any non-U.S. exchange controls or securities law restrictions to which the Shares are subject.

17. **ESCROW; PLEDGE OF SHARES**. To enforce any restrictions on a Participant's Shares, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates. Any Participant who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of the Participant's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Participant under the promissory note notwithstanding any pledge of the Participant's Shares or other collateral. In connection with any pledge of the Shares, the Participant will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

18. REPRICING; EXCHANGE AND BUYOUT OF AWARDS. Without prior stockholder approval the Committee may (i) reprice Options or SARS (and where such repricing is a reduction in the Exercise Price of outstanding Options or SARS, the consent of the affected Participants is not required provided written notice is provided to them, notwithstanding any adverse tax consequences to them arising from the repricing), and (ii) with the consent of the respective Participants (unless not required pursuant to Section 5.9 of the Plan), pay cash or issue new Awards in exchange for the surrender and cancellation of any, or all, outstanding Awards.

19. SECURITIES LAW AND OTHER REGULATORY COMPLIANCE. An Award will not be effective unless such Award is in compliance with all applicable U.S. and foreign federal and state securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and/or (b) completion of any registration or other qualification of such Shares under any state or federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any foreign or state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.

20. NO OBLIGATION TO EMPLOY. Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent, Subsidiary or Affiliate or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate to terminate Participant's employment or other relationship at any time.

21. CORPORATE TRANSACTIONS.

21.1 Assumption or Replacement of Awards by Successor. In the event of a Corporate Transaction any or all outstanding Awards may be assumed or replaced by the successor corporation, which assumption or replacement shall be binding on all Participants. In the alternative, the successor corporation may substitute equivalent Awards or provide substantially similar consideration to Participants as was provided to stockholders (after taking into account the existing provisions of the Awards). The successor corporation may also issue, in place of outstanding Shares of the Company held by the Participant, substantially similar shares or other property subject to repurchase restrictions no less favorable to the Participant. In the event such successor or acquiring corporation (if any) refuses to assume, convert, replace or substitute Awards, as provided above, pursuant to a Corporate Transaction, then notwithstanding any other provision in this Plan to the contrary, such Awards shall have their vesting accelerate as to all shares subject to such Award (and any applicable right of repurchase fully lapse) immediately prior to the Corporate Transaction unless otherwise determined by the Board and then such Awards will terminate. In addition, in the event such successor or acquiring corporation (if any) refuses to assume, convert, replace or substitute Awards, as provided above, pursuant to a Corporate Transaction, the Committee will notify the Participant in writing or electronically that such Award will be exercisable for a period of time determined by the Committee in its sole discretion, and such Award will terminate upon the expiration of such period. Awards need not be treated similarly in a Corporate Transaction.

21.2 Assumption of Awards by the Company. The Company, from time to time, also may substitute or assume outstanding awards granted by another company, whether in connection with an acquisition of such other company or otherwise, by either; (a) granting an Award under this Plan in substitution of such other company's award; or (b) assuming such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an award granted by another company, the terms and conditions of such award will remain unchanged (except that the Purchase Price or the Exercise Price, as the case may be, and the number and nature of Shares

issuable upon exercise or settlement of any such Award will be adjusted appropriately pursuant to Section 424(a) of the Code). In the event the Company elects to grant a new Option in substitution rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price.

21.3 Non-Employee Directors' Awards. Notwithstanding any provision to the contrary herein, in the event of a Corporate Transaction, the vesting of all Awards granted to Non-Employee Directors shall accelerate and such Awards shall become exercisable (as applicable) in full prior to the consummation of such event at such times and on such conditions as the Committee determines.

22. ADOPTION AND STOCKHOLDER APPROVAL. This Plan shall be submitted for the approval of the Company's stockholders, consistent with applicable laws, within twelve (12) months before or after the date this Plan is adopted by the Board.

23. TERM OF PLAN/GOVERNING LAW. Unless earlier terminated as provided herein, this Plan will become effective on the Effective Date and will terminate ten (10) years from April 22, 2016. This Plan and all Awards granted hereunder shall be governed by and construed in accordance with the laws of the State of Delaware.

24. AMENDMENT OR TERMINATION OF PLAN. The Board may at any time terminate or amend this Plan in any respect, including, without limitation, amendment of any form of Award Agreement or instrument to be executed pursuant to this Plan; provided, however, that the Board will not, without the approval of the stockholders of the Company, amend this Plan in any manner that requires such stockholder approval; provided further, that a Participant's Award shall be governed by the version of this Plan then in effect at the time such Award was granted.

25. NONEXCLUSIVITY OF THE PLAN. Neither the adoption of this Plan by the Board, the submission of this Plan to the stockholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock awards and bonuses otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

26. INSIDER TRADING POLICY. Each Participant who receives an Award shall comply with any policy adopted by the Company from time to time covering transactions in the Company's securities by Employees, officers and/or Directors of the Company.

27. DEFINITIONS. As used in this Plan, and except as elsewhere defined herein, the following terms will have the following meanings:

"*Affiliate*" means any entity other than a Parent or Subsidiary that, directly or indirectly, is controlled by, controls or is under common control with, the Company or in which the Company has a significant equity interest, in either case as determined by the Board; *provided, however*, that the definition of Affiliate shall be limited to entities that are eligible issuers of service recipient stock (as defined in Treas. Reg. Section 1.409A-1(b)(5)(iii)(E), or applicable successor regulation) for Awards that would otherwise be subject to Section 409A, unless the Committee determines otherwise.

"*Award*" means any award granted pursuant to the provisions of the Plan, including any Option, Restricted Stock, Stock Bonus, Stock Appreciation Right, Restricted Stock Unit or award of Performance Shares.

"*Award Agreement*" means, with respect to each Award, the written or electronic agreement between the Company and the Participant setting forth the terms and conditions of the Award, which shall be in substantially a form (which need not be the same for each Participant) that the Committee has from time to time approved, and will comply with and be subject to the terms and conditions of this Plan.

“Award Transfer Program” means any program instituted by the Committee which would permit Participants the opportunity to transfer any outstanding Awards to a financial institution or other person or entity approved by the Committee.

“Board” means the Board of Directors of the Company.

“Cause” means (i) Participant’s willful failure substantially to perform his or her duties and responsibilities to the Company or deliberate violation of a Company policy; (ii) Participant’s commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct that has caused or is reasonably expected to result in material injury to the Company; (iii) unauthorized use or disclosure by Participant of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company; or (iv) Participant’s willful breach of any of his or her obligations under any written agreement or covenant with the Company. The determination as to whether a Participant is being terminated for Cause shall be made in good faith by the Company and shall be final and binding on the Participant. The foregoing definition does not in any way limit the Company’s ability to terminate a Participant’s employment or consulting relationship at any time as provided in Section 20 above, and the term “Company” will be interpreted to include any Subsidiary or Parent, as appropriate.

“Code” means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Committee” means the Compensation Committee of the Board or those persons to whom administration of the Plan, or part of the Plan, has been delegated as permitted by law.

“Common Stock” means the Class A Common Stock of the Company.

“Company” means Facebook, Inc., or any successor corporation.

“Consultant” means any individual, including an advisor or independent contractor, engaged by the Company or a Parent, Subsidiary or Affiliate to render services to such entity other than as an Employee or Non-Employee Director.

“Corporate Transaction” means the occurrence of any of the following events: (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then-outstanding voting securities; (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets; (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation or (iv) any other transaction which qualifies as a “corporate transaction” under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company).

“Director” means a member of the Board.

“Disability” means in the case of incentive stock options, total and permanent disability as defined in Section 22(e)(3) of the Code and in the case of other Awards, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

“Effective Date” means the day immediately prior to the date of the underwritten initial public offering of the Company’s Common Stock pursuant to a registration statement that is declared effective by the SEC.

“Employee” means any individual, including officers and directors, employed by the Company or any Parent, Subsidiary or Affiliate. Neither service as a Director nor payment of a Director’s fee by the Company will be sufficient to constitute “employment” by the Company.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended.

“Exchange Program” means a program pursuant to which outstanding Awards are surrendered, cancelled or exchanged for cash, the same type of Award or a different Award (or combination thereof).

“Exercise Price” means, with respect to an Option, the price at which a holder may purchase the Shares issuable upon exercise of an Option and with respect to a SAR, the price at which the SAR is granted to the holder thereof.

“Fair Market Value” means, as of any date, the value of a share of the Company’s Common Stock determined as follows:

(a) if such Common Stock is publicly traded and is then listed on a national securities exchange, the closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as officially quoted in the composite tape of transactions on such exchange or such other source as the Committee deems reliable for the applicable date;

(b) if such Common Stock is publicly traded but is neither listed nor admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in *The Wall Street Journal* or such other source as the Committee deems reliable;

(c) in the case of an Option or SAR grant made on the Effective Date, the price per share at which shares of the Company’s Common Stock are initially offered for sale to the public by the Company’s underwriters in the initial public offering of the Company’s Common Stock pursuant to a registration statement filed with the SEC under the Securities Act; or

(d) by the Board or the Committee in good faith.

“Insider” means an officer or Director of the Company or any other person whose transactions in the Company’s Common Stock are subject to Section 16 of the Exchange Act.

“Non-Employee Director” means a Director who is not an Employee of the Company or any Parent, Subsidiary or Affiliate.

“Option” means an award of an option to purchase Shares pursuant to Section 5.

“Parent” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of such corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

“Participant” means a person who holds an Award under this Plan.

“Performance Award” means cash or stock granted pursuant to Section 10 or Section 12 of the Plan.

“Performance Factors” means any of the factors selected by the Committee and specified in an Award Agreement, from among the following objective measures, either individually, alternatively or in any combination, applied to the Company as a whole or any business unit or Subsidiary or Affiliate, either

individually, alternatively, or in any combination, on a GAAP or non-GAAP basis, and measured, to the extent applicable on an absolute basis or relative to a pre-established target, to determine whether the performance goals established by the Committee with respect to applicable Awards have been satisfied:

- (a) Profit Before Tax;
- (b) Billings;
- (c) Revenue;
- (d) Net revenue;
- (e) Earnings (which may include earnings before interest and taxes, earnings before taxes, and net earnings);
- (f) Operating income;
- (g) Operating margin;
- (h) Operating profit;
- (i) Controllable operating profit, or net operating profit;
- (j) Net Profit;
- (k) Gross margin;
- (l) Operating expenses or operating expenses as a percentage of revenue;
- (m) Net income;
- (n) Earnings per share;
- (o) Total stockholder return;
- (p) Market share;
- (q) Return on assets or net assets;
- (r) The Company's stock price;
- (s) Growth in stockholder value relative to a pre-determined index;
- (t) Return on equity;
- (u) Return on invested capital;
- (v) Cash Flow (including free cash flow or operating cash flows)
- (w) Cash conversion cycle;
- (x) Economic value added;
- (y) Individual confidential business objectives;

- (z) Contract awards or backlog;
- (aa) Overhead or other expense reduction;
- (bb) Credit rating;
- (cc) Strategic plan development and implementation;
- (dd) Succession plan development and implementation;
- (ee) Improvement in workforce diversity;
- (ff) Customer indicators;
- (gg) New product invention or innovation;
- (hh) Attainment of research and development milestones;
- (ii) Improvements in productivity;
- (jj) Bookings;
- (kk) Attainment of objective operating goals and employee metrics; and
- (ll) Any other metric that is capable of measurement as determined by the Committee.

The Committee may, in recognition of unusual or non-recurring items such as acquisition-related activities or changes in applicable accounting rules, provide for one or more equitable adjustments (based on objective standards) to the Performance Factors to preserve the Committee's original intent regarding the Performance Factors at the time of the initial award grant. It is within the sole discretion of the Committee to make or not make any such equitable adjustments.

"Performance Period" means the period of service determined by the Committee, during which years of service or performance is to be measured for the Award.

"Performance Share" means a performance share bonus granted as a Performance Award.

"Permitted Transferee" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Employee, any person sharing the Employee's household (other than a tenant or employee), a trust in which these persons (or the Employee) have more than 50% of the beneficial interest, a foundation in which these persons (or the Employee) control the management of assets, and any other entity in which these persons (or the Employee) own more than 50% of the voting interests.

"Plan" means this Facebook, Inc. 2012 Equity Incentive Plan.

"Purchase Price" means the price to be paid for Shares acquired under the Plan, other than Shares acquired upon exercise of an Option or SAR.

"Restricted Stock Award" means an award of Shares pursuant to Section 6 or Section 12 of the Plan, or issued pursuant to the early exercise of an Option.

“Restricted Stock Unit” means an Award granted pursuant to Section 9 or Section 12 of the Plan.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Shares” means shares of the Company’s Common Stock and the common stock of any successor entity.

“Stock Appreciation Right” means an Award granted pursuant to Section 8 or Section 12 of the Plan.

“Stock Bonus” means an Award granted pursuant to Section 7 or Section 12 of the Plan.

“Subsidiary” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

“Substitute Awards” shall mean Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, by a company acquired by the Company or any Subsidiary or Affiliate or with which the Company or any Subsidiary or Affiliate combines.

“Termination” or **“Terminated”** means, for purposes of this Plan with respect to a Participant, that the Participant has for any reason ceased to provide services as an employee, officer, director, consultant, independent contractor or advisor to the Company or a Parent, Subsidiary or Affiliate. The Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the **“Termination Date”**).

“Unvested Shares” means Shares that have not yet vested or are subject to a right of repurchase in favor of the Company (or any successor thereto).

FACEBOOK, INC.

2012 EQUITY INCENTIVE PLAN

Sub-Plan for Israeli Participants

1. GENERAL

- 1.1 This sub-plan (the “**Sub-Plan**”) is adopted pursuant to Section 4.1(o) of the Plan as defined below and shall apply only to Participants who are residents of the State of Israel upon the date of grant of the Award, as defined below in Section 2, or who are deemed Israeli tax residents (collectively, “**Israeli Participants**”). The provisions specified hereunder shall form an integral part of the Facebook, Inc. 2012 Equity Incentive Plan (hereinafter the “**Plan**”).
- 1.2 This Sub-Plan is to be read as a continuation of the Plan and modifies Awards granted to Israeli Participants only to the extent necessary to comply with the requirements set by the Israeli law in general, and in particular, with the provisions of the Israeli Income Tax Ordinance [New Version] 5721-1961, as may be amended or replaced from time to time. This Sub-Plan does not add to or modify the Plan in respect of any other category of Participants.
- 1.3 The Plan and this Sub-Plan are complementary to each other and shall be deemed as one. In the event of any conflict, whether explicit or implied, between the provisions of this Sub-Plan and the Plan, the provisions set out in the Sub-Plan shall prevail.
- 1.4 Any capitalized term not specifically defined in this Sub-Plan shall be construed according to the interpretation given to it in the Plan.

2. DEFINITIONS

- 2.1 “**102 Award**” means any Award granted to an Approved Israeli Participant pursuant to Section 102 of the Ordinance.
- 2.2 “**Approved Israeli Participant**” means an Israeli Participant who is an Employee, Director or an Officer of any Israeli resident Subsidiary of the Company, excluding any Controlling Shareholder of the Company, provided that the Subsidiary is an Israeli resident company or otherwise meets the definition of an Employing Company under Section 102.
- 2.3 “**Award**” solely for the purpose of this Sub-Plan means any Award granted by the Company to an Israeli Participant, in accordance with the provisions of the Plan, provided that such Award is exercisable or convertible only into Shares.

- 2.4 **“Capital Gain Award”** or **“CGA”** means a Trustee 102 Award elected and designated by the Company to qualify under the capital gain tax treatment in accordance with the provisions of Section 102(b)(2) of the Ordinance.
- 2.5 **“Controlling Shareholder”** shall have the meaning ascribed to it in Section 32(9) of the Ordinance.
- 2.6 **“Israeli Award Agreement”** means the Award Agreement between the Company and an Israeli Participant that sets out the terms and conditions of an Award.
- 2.7 **“ITA”** means the Israeli Tax Authority.
- 2.8 **“Non-Trustee 102 Award”** means a 102 Award granted pursuant to Section 102(c) of the Ordinance and not held in trust by a Trustee.
- 2.9 **“Ordinance”** means the Israeli Income Tax Ordinance [New Version] 5721-1961, as now in effect or as hereafter amended.
- 2.10 **“Ordinary Income Award”** or **“OIA”** means a Trustee 102 Award elected and designated by the Company to qualify under the ordinary income tax treatment in accordance with the provisions of Section 102(b)(1) of the Ordinance.
- 2.11 **“Section 102”** means Section 102 of the Ordinance and any regulations, rules, orders or procedures promulgated thereunder as now in effect or as hereafter amended.
- 2.12 **“Tax”** means any applicable tax and other compulsory payments such as social security and health tax contributions under any applicable law.
- 2.13 **“Trustee”** means any person or entity appointed by the Company to serve as a trustee and approved by the ITA, all in accordance with the provisions of Section 102(a) of the Ordinance, as may be replaced from time to time.
- 2.14 **“Trustee 102 Award”** means a 102 Award granted to an Approved Israeli Participant pursuant to Section 102(b) of the Ordinance and held in trust by a Trustee for the benefit of an Approved Israeli Participant.
- 2.15 **“Unapproved Israeli Participant”** means an Israeli Participant who is not an Approved Israeli Participant, including a consultant of the Company or any Subsidiary or a Controlling Shareholder of the Company.

3. *ISSUANCE OF AWARDS*

- 3.1 The persons eligible for participation in the Plan as Israeli Participants shall include Approved Israeli Participants and Unapproved Israeli Participants, provided, however, that only Approved Israeli Participants may be granted 102 Awards.

- 3.2 The Company may designate Awards granted to Approved Israeli Participants pursuant to Section 102 as Trustee 102 Awards or Non-Trustee 102 Awards.
- 3.3 Unless a special ruling is received from the ITA, the grant of Trustee 102 Awards shall not be made until 30 days from the date the Plan and Sub-Plan have been submitted for approval by the ITA and shall be conditioned upon the approval of the Plan and this Sub-Plan by the ITA.
- 3.4 Trustee 102 Awards may either be classified as Capital Gain Awards (CGAs) or Ordinary Income Awards (OIA's).
- 3.5 No Trustee 102 Award may be granted under this Sub-Plan to any Approved Israeli Participant, unless and until the Company has filed with the ITA its election regarding the type of Trustee 102 Awards, whether CGAs or OIA's, that will be granted under the Plan and this Sub-Plan (the "**Election**"). Such Election shall become effective beginning the first date of grant of a Trustee 102 Award under this Sub-Plan and shall remain in effect at least until the end of the year following the year during which the Company first granted Trustee 102 Awards. The Election shall obligate the Company to grant *only* the type of Trustee 102 Award it has elected, and shall apply to all Israeli Participants who are granted Trustee 102 Awards during the period indicated herein, all in accordance with the provisions of Section 102(g) of the Ordinance. The Election shall not prevent the Company from granting Non-Trustee 102 Awards simultaneously.
- 3.6 All Trustee 102 Awards and underlying Shares must be held in trust by, or subject to the approval of the ITA, under the control or supervision of a Trustee, as described in Section 4 below.
- 3.7 The designation of Non-Trustee 102 Awards and Trustee 102 Awards shall be subject to the terms and conditions set forth in Section 102. In the event that the requirements of Section 102 are not met, the Trustee 102 Awards may be taxed as Non-Trustee 102 Awards or alternatively under Section 3(i) or Section 2 of the Ordinance, as applicable, all in accordance with the provisions of Section 102 of the Ordinance.
- 3.8 Awards granted to Unapproved Israeli Participants shall be subject to tax according to the provisions of the Ordinance and shall not be subject to the Trustee arrangement detailed herein.

4. **TRUSTEE**

- 4.1 Despite any language determining otherwise within the scope of the Plan, Trustee 102 Awards which shall be granted under this Sub-Plan and/or any Share allocated or issued upon exercise or vesting of a Trustee 102 Award and/or other Shares received following any realization of rights under the Plan, shall be allocated or issued to the Trustee or controlled by the Trustee, for the benefit of the Approved Israeli Participants, in accordance with the provisions of Section 102 and any tax ruling received by the Company or any Subsidiary. In the event that the requirements for Trustee 102 Awards are not met, the Trustee 102 Awards may be taxed as Non-Trustee 102 Awards or alternatively under Section 3(i) or Section 2 of the Ordinance, as applicable, all in accordance with the provisions of Section 102 of the Ordinance.

- 4.2 With respect to any Trustee 102 Award, subject to the provisions of Section 102, an Approved Israeli Participant shall not sell or release from trust any Share received upon the exercise or vesting of a Trustee 102 Award and/or any Share received following any realization of rights, including, without limitation, stock dividends, under the Plan at least until the lapse of the period of time required under Section 102 or any shorter period of time determined by the ITA (the “**Holding Period**”). Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 shall apply to and shall be borne by such Approved Israeli Participant.
- 4.3 Notwithstanding anything to the contrary, the Trustee shall not release or sell any Shares allocated or issued upon exercise or vesting of a Trustee 102 Award unless the Company, its relevant Israeli Subsidiary and the Trustee are satisfied that the full amounts of Tax due have been paid or will be paid.
- 4.4 Upon receipt of any Trustee 102 Award, the Approved Israeli Participant will consent to the grant of the Award under Section 102 and undertake to comply with the terms of Section 102 and the trust arrangement between the Company and the Trustee.
- 4.5 In the event in which the Israeli Participant wishes to vote Shares held or controlled by the Trustee for his benefit, Participant shall provide the Trustee with voting instructions as to how to vote the Shares.

5. **THE AWARDS**

The terms and conditions upon which the Awards shall be issued and exercised or vested, as applicable, shall be specified in the Israeli Award Agreement to be executed pursuant to the Plan and to this Sub-Plan. Each Israeli Award Agreement shall state, *inter alia*, the number of Shares to which the Award relates, the type of Award granted thereunder (*i.e.*, a CGA, OIA or Non-Trustee 102 Award), and any applicable vesting provisions and exercise price that may be payable.

6. **EXERCISE AND VESTING OF AWARDS**

Vesting and exercise of Awards granted to Israeli Participants shall be subject to the terms and conditions and, with respect to exercise, the method, as may be determined by the Company (including the provisions of the Plan) and, when applicable, by the Trustee, in accordance with the requirements of Section 102.

7. **ASSIGNABILITY, DESIGNATION AND SALE OF AWARDS**

7.1. Notwithstanding any other provision of the Plan, no Award or any right with respect thereto, or purchasable hereunder, whether fully paid or not, shall be assignable, transferable or given as collateral, or any right with respect to any Award given to any third party whatsoever, and during the lifetime of the Israeli Participant, each and all of such Israeli Participant's rights with respect to an Award shall belong only to the Israeli Participant. Any such action made directly or indirectly, for an immediate or future validation, shall be void.

- 7.2 As long as Awards or Shares issued or purchased hereunder are held by the Trustee on behalf of the Israeli Participant, all rights of the Israeli Participant over the Shares cannot be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

8. *INTEGRATION OF SECTION 102 AND TAX ASSESSING OFFICER'S APPROVAL*

- 8.1. With regard to Trustee 102 Awards, the provisions of the Plan and/or the Sub-Plan and/or the Israeli Award Agreement shall be subject to the provisions of Section 102 and any approval issued by the ITA and the said provisions shall be deemed an integral part of the Plan, the Sub-Plan and the Israeli Award Agreement.
- 8.2. Any provision of Section 102 and/or said approval or ruling issued by the ITA which must be complied with in order to receive and/or to maintain any tax status pursuant to Section 102, which is not expressly specified in the Plan, the Sub-Plan or the Israeli Award Agreement, shall be considered binding upon the Company, the relevant Israeli Subsidiary and the Israeli Participants.

9. *DIVIDEND*

Subject to the provisions of the Plan, with respect to all Shares allocated or issued subsequent to the exercise or vesting of Awards granted to the Israeli Participant and held by the Israeli Participant or by the Trustee, as the case may be, the Israeli Participant shall be entitled to receive dividends, if any, in accordance with the quantity of such Shares, subject to the provisions of the Company's incorporation documents (and all amendments thereto) and subject to any applicable taxation on distribution of dividends, and when applicable subject to the provisions of Section 102 and the rules, regulations or orders promulgated thereunder.

10. *TAX CONSEQUENCES*

- 10.1 Any tax consequences arising from the grant, exercise, vesting or sale of any Award, from the payment for and/or sale of Shares covered thereby or from any other event or act (of the Company, and/or its Subsidiaries, and the Trustee or the Israeli Participant), hereunder, shall be borne solely by the Israeli Participant. The Company and/or its Subsidiaries and/or the Trustee shall withhold Tax according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source and to deduct any Taxes from payments otherwise due to the Participant from the Company or an Subsidiary (if applicable). Furthermore, the Israeli Participant agrees to indemnify the Company and/or its Subsidiaries and/or the Trustee and hold them harmless against and from any and all liability for any such Tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such Tax from any payment made to the Israeli Participant.
- 10.2 The Company and/or, when applicable, the Trustee shall not be required to release any Award or Share to an Israeli Participant until all required Tax payments have been fully made.

- 10.3 With respect to Non-Trustee 102 Awards, if the Israeli Participant ceases to be employed by the Company or any Subsidiary, or otherwise if so requested by the Company or the Subsidiary, the Israeli Participant shall extend to the Company and/or the Subsidiary a security or guarantee for the payment of Tax due at the time of sale of Shares, in accordance with the provisions of Section 102.
- 10.4 For avoidance of doubt it is clarified that the tax treatment of any Award granted under this Plan is not guaranteed and although Awards may be granted under a certain tax route, they may become subject to a different tax route in the future.

11. TERM OF PLAN AND SUB-PLAN

Notwithstanding anything to the contrary in the Plan and in addition thereto, the Company shall obtain all approvals for the adoption of this Sub-Plan or for any amendment to this Sub-Plan as are necessary to comply with any law applicable to Awards granted to Israeli Participants under this Sub-Plan or with the Company's incorporation documents.

12. ONE TIME AWARD

The Awards and underlying Shares are extraordinary, one-time Awards granted to the Participants, and are not and shall not be deemed a salary component for any purpose whatsoever, including in connection with calculating severance compensation under applicable law.

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FRENCH SUB-PLAN

SUB-PLAN TO THE FACEBOOK, INC. 2012 EQUITY INCENTIVE PLAN

Qualified Restricted Stock Units (FRANCE) June 20, 2016

This Sub-Plan to the Facebook, Inc. (the “**Company**”) 2012 Equity Incentive Plan relating to Restricted Stock Units granted to Employees in France (the “**French Sub-Plan**”) was created under and pursuant to the Facebook, Inc. 2012 Equity Incentive Plan (the “**Plan**”) as amended and restated and approved by the stockholders of the Company as of June 20, 2016 and is intended to govern Restricted Stock Units (“**RSUs**”) granted to French-Resident Participants that are intended to qualify for specific treatment under French tax and social security laws. All other types of Awards shall not be governed by this French Sub-Plan, but remain governed by the terms of the Plan or any applicable sub-plan, as the case may be.

Grants made pursuant to this French Sub-Plan shall give rise to the issuance by the Board of a Restricted Stock Unit Agreement which shall specify the precise terms and conditions of each grant, subject to the provisions contained in this French Sub-Plan.

The Board may grant RSUs pursuant to this French Sub-Plan to any French-Resident Participant. All Sections and subsections of the Plan that relate to the grant of RSUs (exclusive of any other Awards) are incorporated herein and shall apply to RSUs granted pursuant to this French Sub-Plan, except that Sections 4.3, 5, 6, 7, 8, 10, 11, 12, 13.2, 15.2, 17, 18, 21.2, and 21.3 are not incorporated herein and the following Sections and subsections of the Plan shall be modified as set forth below. The modifications

SOUS-PLAN DU PLAN EN ACTIONS 2012 DE FACEBOOK, INC. 2012 (le « **FACEBOOK, INC. 2012 EQUITY INCENTIVE PLAN** ») Plan d'attribution gratuite d'actions dit « qualifiant » (« **Qualified Restricted Stock Units** ») (FRANCE) June 20, 2016

Le présent sous-plan au plan « Equity Incentive Plan » 2012 de Facebook, Inc. (la « **Société** »), portant sur l'Attribution gratuite d'actions ou « Restricted Stock Units », octroyées aux Salariés français (le « **Sous-Plan Français** ») a été mis en œuvre en application du plan en actions 2012 de Facebook, Inc., « Facebook, Inc. 2012 Equity Incentive Plan » (le « **Plan** ») tel qu'amendé et autorisé et approuvé par les actionnaires de la Société pour la dernière fois le 20 juin 2016. Il a vocation à régir les attributions gratuites d'actions ou « AGA », faites au profit de Participants Résidents Français, qui ont vocation à être éligibles au régime fiscal et social spécifique en droit français. Les autres types d'attributions (les « Autres Attributions ») ne sont pas régis par le présent Sous-Plan Français, mais restent régis par les dispositions du Plan et/ou de tout autre sous-plan applicable, selon le cas.

Les Attributions, faites en application du présent Sous-Plan Français donnent lieu à l'établissement, par le Conseil d'administration, d'un Contrat d'Attribution qui définit les termes précis et les conditions précises de chaque attribution, sous réserve des dispositions figurant dans le présent Sous-Plan Français.

Le Conseil d'administration peut attribuer des Actions Gratuites conformément au présent Sous-Plan Français à tous les Participants Résidents Français. Tous les articles et tous les sous-articles du Plan qui ont trait à l'attribution d'Actions Gratuites (à l'exclusion de toute autre Instrument) sont incorporés au présent document et s'appliquent aux Actions Gratuites attribuées conformément au présent Sous-Plan Français, à l'exception des articles 4.3, 5, 6, 7, 8, 10, 11, 12, 13.2, 15.2, 17, 18, 21.2 et 21.3 qui ne sont pas

below, and the establishment of the French Sub-Plan, shall only affect RSUs granted pursuant to this French Sub-Plan and the recipients of such RSUs and shall not affect or modify the Plan in any other way.

incorporés au présent document et des articles suivants du Plan qui sont modifiés selon les modalités indiquées ci-dessous. Les modifications ci-dessous, et la mise en œuvre du Sous-Plan Français, n'affectent que les Actions Gratuites octroyées conformément au présent Sous-Plan Français et les bénéficiaires de ces Actions Gratuites, sans affecter et modifier le Plan d'aucune autre manière.

Each Section of the Plan set forth below shall be amended to read as follows in the French Sub-Plan:

Chaque article du Plan mentionné ci-dessous du Plan est modifié, pour être rédigé comme suit dans le Sous-Plan Français :

1. Purpose of the Plan.

1. Objet du Plan.

Section 1 of the Plan shall be amended to read as follows:

L'article 1 du Plan est modifié, pour être rédigé comme suit :

1. PURPOSE. The purpose of this Plan is to provide incentives to attract, retain and motivate French-Resident Participants whose present and potential contributions are important to the success of the Company, and of any Parents and Subsidiaries that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Restricted Stock Units. Capitalized terms not defined elsewhere in the text are defined in Section 27.

1. OBJET. L'objet du présent Plan est d'octroyer des instruments incitatifs qui attirent, retiennent et motivent les Participants Résidents Français dont la contribution actuelle et potentielle est importante pour la réussite de la Société, des Sociétés Mères et des Filiales existantes ou qui pourraient à l'avenir exister, en leur offrant l'opportunité de participer à la performance future de la Société par l'attribution d'Actions Gratuites. Les termes avec une majuscule qui ne sont pas définis ailleurs dans le texte sont définis à l'article 27.

2. Shares Subject to the Plan.

2. Actions couvertes par le Plan.

The subsection 2.6 shall be amended to read as follows:

Le présent sous-article 2.6 est modifié pour être rédigé comme suit :

2.6 Adjustment of Shares. If the number of outstanding Shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then (a) the number of Shares reserved for issuance and future grant under the Plan set forth in Section 2.1, (b) the number of Shares subject to outstanding RSUs, (c) the maximum number of Shares that may be issued to a French-Resident Participant in any one calendar year set forth in Section 3, shall be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with applicable US and French securities and

2.6 Ajustement des Actions. En cas de modification du nombre d'Actions en circulation en raison d'une distribution de dividendes en Actions, d'une recapitalisation, d'une division d'Actions, d'un regroupement d'Actions, d'une subdivision, d'une combinaison, d'un reclassement ou d'un changement similaire affectant la structure du capital de la Société, sans contrepartie, alors (a) le nombre d'Actions Gratuites pouvant être attribuées à l'avenir, en application du Plan et figurant à l'article 2.1, (b) le nombre d'Actions Gratuites déjà attribuées, (c) le nombre maximum d'Actions pouvant être livrées à un Participant Résident Français par année civile figurant à l'article 3, sera ajusté proportionnellement, en respectant les mesures

corporate laws, provided that fractions of a Share will not be issued and provided further that no consideration or indemnity whatsoever shall be paid in lieu of fractional shares, if any. Notwithstanding the foregoing, the Board shall be authorized to make adjustments in the number of Shares subject to an RSU only insofar as the adjustment aims at protecting and maintaining the rights of the applicable French-Resident Participant.

3. Eligibility.

Section 3 of the Plan shall be amended to read as follows:

3. ELIGIBILITY. RSUs granted under the Plan may be granted only to French-Resident Employees. No French-Resident Participant will be eligible to receive more than 2,500,000 Shares in any calendar year under this Plan pursuant to the grant of Awards except that new French-Resident Employees are eligible to receive up to a maximum of 5,000,000 Shares in the calendar year in which they commence their employment, subject to any applicable limitations under French law.

4. Administration.

Section 4.2 of the Plan shall be amended to read as follows:

4.2 Committee Interpretation and Discretion. Any determination made by the Committee with respect to an RSU shall be made in its sole discretion at the time of grant of such RSU or, unless in contravention of any express term of the Plan or French Sub-Plan, at any later time, and such determination shall be binding on the Company and all persons having an interest in any RSU under the Plan. Any dispute regarding the interpretation of the Plan, French Sub-Plan or any RSU Agreement shall be submitted to the Committee for resolution, and the Committee may

éventuellement préconisées par le Conseil d'administration et les actionnaires de la Société et en conformité avec les législations américaine et française en matière de droit des sociétés, étant précisé d'une part qu'il ne sera pas émis de fractions d'Actions et d'autre part, que les fractions d'Actions ne donneront lieu ni à paiement, ni à indemnisation, sous quelque forme que ce soit. Nonobstant les dispositions qui précèdent, le Conseil d'administration ne sera autorisé à ajuster le nombre d'Actions Gratuites que dans la mesure où cet ajustement vise à protéger et à préserver les droits du Participant Résident Français concerné.

3. Éligibilité.

L'article 3 du Plan est modifié, pour être rédigé comme suit :

3. ÉLIGIBILITÉ. Les Actions Gratuites attribuées en application du Plan ne peuvent être octroyées qu'à des Salariés Résidents Français. Aucun Participant Résident Français ne sera éligible à recevoir plus de 2 500 000 Actions au titre d'année civile en application du Plan, à moins que les Salariés Résidents Français concernés soient nouvellement nommés dans l'exercice de leur emploi, auquel cas ils seront éligibles à recevoir un maximum de 5 000 000 Actions au cours de l'année civile de la conclusion de leur contrat de travail, sous réserve de toutes les restrictions applicables en droit français.

4. Administration.

L'article 4.2 du Plan est modifié, pour être rédigé comme suit :

4.2 Interprétation et pouvoir discrétionnaire d'appréciation du Comité. Toutes les décisions du Comité relatives aux Actions Gratuites seront prises discrétionnairement au moment de l'Attribution ou, sous réserve de ne pas contrevenir à une disposition expresse du Plan ou du Sous-Plan Français, à une date ultérieure et ces décisions seront opposables à la Société ainsi qu'à toute personne attributaire d'Actions Gratuites régies par le Plan. Les différends relatifs à l'interprétation du Plan, du Sous-Plan Français ou du Contrat d'Attribution seront soumis au Comité,

delegate to one or more executive officers the authority to review and resolve disputes with respect to Awards held by Participants, including French-Resident Participants, who are not Insiders. Any dispute that cannot be resolved accordingly shall be submitted by the Participant or Company to the exclusive jurisdiction of the State of California.

9. Restricted Stock Units.

Subsections 9.1, 9.3 and 9.4 shall be deleted and replaced by the following, and subsections 9.5 to 9.12 will be inserted in this Section 9:

9.1 Awards of Restricted Stock Units. A Restricted Stock Unit (“**RSU**”) is an award granted to a French-Resident Participant covering a number of Shares that may be settled on a given date by issuance of new Shares or the delivery of existing Shares. In the case where the RSU gives the right to receive existing Shares, the Company shall repurchase such Shares prior to the date on which the RSUs are settled. All RSU grants shall be made pursuant to an Award Agreement.

9.3 Form and Timing of Settlement. RSU Shares will be issued/transferred for free to the French-Resident Participants who satisfy the conditions of the Plan, this French Sub-Plan, and the applicable Restricted Stock Unit Agreement. French-Resident Participants will not be required to make any investment to receive the Shares. Delivery of RSU Shares pursuant to vested RSUs shall be made on the date(s) determined by the Committee and set forth in the applicable Restricted Stock Unit Agreement. The Committee must settle vested RSUs exclusively in Shares.

9.4 Vesting Conditions. Subject to the terms of the Plan, this French Sub-Plan, and the applicable Restricted Stock Unit Agreement, RSUs shall vest as set forth in the applicable Restricted Stock Unit Agreement, provided that the vesting schedule cannot provide for vesting earlier than the first annual anniversary of the Grant Date.

et le Comité pourra déléguer à un ou plusieurs administrateurs dirigeants le pouvoir d'examiner et de régler les différends relatifs aux Attributions, pour autant que ces Participants ne soient pas des Initiés. Les différends qui ne pourront être réglés corrélativement seront déférés par le Participant ou par la Société à la compétence exclusive de l'État du Californie.

9. Attribution d'Action Gratuites.

Les Sous-articles 9.1, 9.3 et 9.4 du Plan sont supprimés et remplacés par les dispositions suivantes et les articles 9.5 à 9.12 seront ajoutés au présent Article 9:

9.1 Attributions d'Actions Gratuites. Une attribution d'Actions Gratuites est une attribution faite au profit d'un Participant Résident Français, du droit conditionnel de recevoir à un terme donné, un certain nombre d'Actions nouvelles ou existantes. Au cas où les Actions Gratuites donnent le droit de recevoir des Actions existantes, la Société devra racheter ces Actions avant la date de livraison des Actions. Toutes les Attributions d'Actions Gratuites devront être réalisées conformément aux termes du Contrat d'Attribution.

9.3 Forme et calendrier de livraison. Les Actions Gratuites seront émises/transférées gratuitement aux Participants Résidents Français qui remplissent les conditions du Plan, du Sous-Plan Français et du Contrat d'Attribution applicables. Les Participants Résidents Français n'auront pas à déboursier la moindre somme pour recevoir les Actions. La remise des Actions définitivement acquises interviendra à la date ou aux dates décidées par le Comité et indiquées dans le Contrat d'Attribution applicable. Le Comité livrera les Actions Gratuites définitivement acquises exclusivement en Actions.

9.4 Conditions d'acquisition. Sous réserve du respect des dispositions du Plan, du présent Sous-Plan Français et du Contrat d'Attribution applicables, les Actions Gratuites seront acquises suivant le calendrier figurant dans le Contrat d'Attribution applicable, étant précisé que le calendrier d'acquisition ne pourra prévoir que la Date d'Acquisition des Actions intervienne avant le premier anniversaire suivant la Date d'Attribution.

Notwithstanding the foregoing, in the case of the French-Resident Participant's death, any vesting conditions based on the French-Resident Participant's continuous service shall be waived and the French-Resident Participant's heir or heirs may request the delivery of the Shares within a period of six (6) months following his or her death. If the French-Resident Participant's heir or heirs do not request delivery of the Shares within a period of six (6) months following the French-Resident Participant's death, the RSUs will be forfeited.

9.5 Termination of French-Resident Participant. Except as may be set forth in the French-Resident Participant's Restricted Stock Unit Agreement, and save the case of Death, vesting shall cease upon the termination of the French-Resident Participant's continuous service (unless determined otherwise by the Committee).

9.6 Selling Restrictions. The Shares will be delivered to the French-Resident Participants upon the settlement of RSUs on the date(s) determined by the Committee and set forth in the applicable Restricted Stock Unit Agreement. Shares will be delivered and recorded in an account opened in the name of the shareholder (inscription au nominatif) with a broker or an escrow agent or in such other manner as the Company may otherwise determine in order to ensure compliance with applicable French law. However, the French-Resident Participants will not be permitted to sell, transfer, pledge or otherwise assign the Shares received upon settlement of RSUs during the Holding Period, provided that the Holding Period shall not apply and accelerated sale will be permitted in the case of the French-Resident Participant's death or Disability.

9.7 Insider Trading Restrictions. Following the expiration of the Holding Period, Shares received upon settlement of RSUs may be subject to further sale restrictions as set forth in the Plan, this French Sub-Plan and the applicable Restricted Stock Unit Agreement. Pursuant to article L 225-197-1 of the French Code de commerce, as

Nonobstant les dispositions qui précèdent, en cas de décès d'un Participant Résident Français, la condition de présence du Participant Résident Français sera levée et le ou les héritiers du Participant Résident Français pourront demander à se faire attribuer définitivement les Actions dans un délai de six (6) mois suivant son décès. Si le ou les héritiers du Participant Résident Français ne demandent pas la livraison des Actions dans un délai de six (6) mois suivant le décès du Participant Résident Français, les Actions Gratuites seront caduques.

9.5 Cessation des fonctions du Participant Résident Français. Sauf indication contraire figurant dans le Contrat d'Attribution, et hormis le cas de décès, les droits d'un Participant Résident Français à recevoir ses Actions seront caducs si le Participant Résident Français ne satisfait plus à la condition de présence au cours de la Période d'Acquisition (sauf décision contraire du Comité).

9.6 Restrictions à la vente. Les Actions seront livrées aux Participants Résidents Français à l'issue de la Période d'Acquisition, à la date ou aux dates décidées par le Comité et figurant dans le Contrat d'Attribution applicable. Les Actions seront remises et inscrites sur un compte ouvert au nom de l'actionnaire (inscription au nominatif) chez un courtier ou chez un mandataire séquestre, ou suivant toutes les modalités décidées par ailleurs par la Société, afin d'assurer le respect du droit français applicable. Toutefois, il ne sera pas permis aux Participants Résidents Français de vendre ou de transférer sous quelque forme que ce soit les Actions pendant la Période de Conservation, étant précisé que la Période de Conservation ne s'appliquera pas, et qu'une vente anticipée sera autorisée, en cas de décès ou d'Invalidité du Participant Résident Français.

9.7 Restrictions relatives au Délit d'Initié, « Fenêtres négatives ». Après l'expiration de la Période de Conservation, les Actions Gratuites seront librement cessibles, sous réserve des restrictions supplémentaires à la cession éventuellement indiquées dans le Plan, le présent Sous-Plan Français et le Contrat d'Attribution

amended from time to time, shares of a listed company cannot be sold or transferred during certain closed periods which are currently: (i) thirty calendar days before the announcement of an interim financial report or a year-end report which the Company is obliged to make public and (ii) any period during which the Chief Executive Officer (*directeur général*), any deputy chief executive officer (*directeur général délégué*), or any member of the Board of Directors (*conseil d'administration*), the supervisory board (*conseil de surveillance*) or the executive board (*directoire*) of the Company, or any employee possesses knowledge of inside information (within the meaning of Article 7 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse (Market Abuse Regulation) and cancelling the Directive 2003/6/UE and Directives 2003/124/CE Parliament and 2004/72/CE of the Commission) which has not been disclosed to the public. If the French Commercial Code is amended after adoption of this French Sub-Plan to modify the definition and/or the applicability of the closed periods to RSUs, such amendments shall become applicable to any RSUs granted under this French Sub-Plan, to the extent required by French law. These rules shall apply to French-Resident Participants unless they are otherwise restricted from selling Shares received upon settlement of RSUs under similar rules applicable under U.S. law, in which case the U.S. rules shall prevail. In any event, Participants are at all times required to comply with the Facebook, Inc. Insider Trading Policy as may be amended from time to time and in particular Section II re No Trading on Material Non-Public Information, Black-Out Periods, and other important matters. Persons who violate these general rules and the Insider Trading Policy may be subject to legal and financial penalties. If a French-Resident Participant trades during any applicable Black-Out Period as described in the Insider Trading Policy, or if the French tax authorities deem that the French-Resident Participant has not complied with the French closed period restrictions above and/or similar rules under applicable U.S. law, the RSUs and Shares received under the RSUs may lose Qualified status, and the French-Resident Participant may not receive specific tax treatment.

applicables. Conformément à l'article L 225-197-1 du Code de commerce français tel qu'en vigueur, les actions d'une société cotée ne pourront être cédées (i) dans le délai de trente jours calendaires avant l'annonce d'un rapport financier intermédiaire ou d'un rapport de fin d'année que l'émetteur est tenu de rendre public ; et (ii) à tout moment par les membres du conseil d'administration ou de surveillance, par les membres du directoire ou exerçant les fonctions de directeur général ou de directeur général délégué et par les salariés ayant connaissance d'une information privilégiée, au sens de l'article 7 du règlement (UE) n° 596/2014 du Parlement européen et du Conseil du 16 avril 2014 sur les abus de marché (règlement relatif aux abus de marché), et abrogeant la directive 2003/6/ CE du Parlement européen et du Conseil et les directives 2003/124/ CE, 2003/125/ CE et 2004/72/ CE de la Commission, qui n'a pas été rendue publique. Ces règles s'appliqueront aux Participants Résidents Français, sauf s'ils sont par ailleurs soumis à des restrictions de cession des Actions en raison de règles similaires applicables en droit américain, cas dans lequel les règles américaines prévaudront. Dans tous les cas, les Participants sont tenus de satisfaire à tout moment aux Règles relatives aux Opérations d'Initiés en vigueur édictées par Facebook, Inc., et en particulier à la Section II relative à l'interdiction de négocier sur la base d'informations non-publiques significatives, aux fenêtres négatives et autres sujets importants. Les personnes qui violeront ces règles générales et les Règles relations aux Opérations d'Initiés pourront être passibles de sanctions légales et financières. Si un Participant Résident Français négocie pendant une Fenêtre Négative telle que décrite dans les Règles relatives aux Opérations d'Initiés, ou si l'administration fiscale française considère que le Participant Résident Français n'a pas satisfait aux restrictions du Code de commerce français susmentionnées et/ou aux règles similaires applicables aux termes du droit américain, le Participant Résident Français pourrait ne pas bénéficier du régime fiscal spécifique attaché à ses Actions Gratuites.

9.8 Death of a French-Resident Participant. In addition to the rules set forth in Section 9.4 above, if a French-Resident Participant dies during the

9.8 Décès d'un Participant Résident Français. Outre les règles indiquées à l'article 9.4 ci-dessus, si un Participant Résident Français décède au

Acquisition Period or the Holding Period, the Holding Period shall not apply and the Shares received upon settlement of RSUs shall be immediately transferable, except as may be required under Section 9.7 above and the Plan.

9.9 Disability of a French-Resident Participant. Notwithstanding any provisions of the Plan, this French RSU Sub-Plan, and the applicable Restricted Stock Unit Agreement, in the case of Disability of a French-Resident Participant during the Holding Period, the Holding Period shall not apply and the Shares received upon settlement of the RSUs shall be immediately transferable, except as may be required under Section 9.7 above and the Plan.

9.10 Entitlements / No Employment Rights. A French-Resident Participant's rights, if any, in respect of or in connection with any RSU are derived solely from the discretionary decision of the Company to permit the individual to participate in this French Sub-Plan and to benefit from a discretionary RSU. By accepting an RSU under the French Sub-Plan, a French-Resident Participant expressly acknowledges that there is no obligation on the part of the Company to continue the Plan or the French Sub-Plan and/or grant any additional RSUs. Any RSU granted hereunder is not intended to be compensation of a continuing or recurring nature, or part of a French-Resident Participant's normal or expected compensation, and in no way represents any portion of a Participant's salary, compensation, or other remuneration for purposes of pension benefits, severance, redundancy, resignation or any other purpose.

The Company, and any Parent, Subsidiary and/or affiliate (including any French Subsidiary), reserve the right to terminate the service of any person at any time, and for any reason, subject to applicable laws, applicable articles of incorporation and bylaws and any written

cours de la Période d'Acquisition ou de la Période de Conservation, la Période de Conservation ne s'appliquera pas et les Actions issues de l'Attribution seront immédiatement cessibles, sous réserve du respect des dispositions de l'article 9.7 ci-dessus et du Plan.

9.9 Invalidité d'un Participant Résident Français. Nonobstant toute disposition du Plan, du présent Sous-Plan Français et du Contrat d'Attribution applicable, si un Participant Résident Français est frappé d'Invalidité au cours de la Période de Conservation, la Période de Conservation ne s'appliquera pas et les Actions issues de l'Attribution seront immédiatement cessibles, sous réserve du respect des dispositions de l'article 9.7 ci-dessus et du Plan.

9.10 Droits / Absence de droit lié au contrat de travail. Les droits éventuels d'un Participant Résident Français concernant les, ou relatifs aux, Actions Gratuites résultent de la seule décision discrétionnaire de la Société de permettre à cette personne physique de participer au présent Plan et Sous-Plan Français et de bénéficier discrétionnairement d'une Attribution d'Actions Gratuites. En acceptant l'Attribution régie par le Sous-Plan Français, un Participant Résident Français reconnaît expressément qu'il n'existe aucune obligation, pour la Société, de procéder à de nouvelles Attributions à l'avenir et/ou de procéder à l'attribution d'Actions Gratuites supplémentaires. Les Actions Gratuites accordées en application du présent document ne constituent pas un élément de rémunération récurrent et ne font pas partie de la rémunération normale ou prévisible d'un Participant Résident Français. Elles ne sauraient être prises en compte dans le salaire ou la rémunération, ou dans toute autre rétribution d'un Participant Résident Français pour les besoins du calcul de ses indemnités de retraite, de licenciement, de démission ou de départ de la société qui emploie le Participant Résident Français (ou au sein de laquelle il exerce ses fonctions).

La Société, et toute Société-Mère, les Filiales et/ou les sociétés affiliés (y compris les Filiales françaises) se réservent le droit de mettre fin au contrat de travail de toute personne, à tout moment, et pour tout motif, dans le respect de la législation applicable, des statuts applicables et du

employment agreement (if any), and such terminated person shall be deemed irrevocably to have waived any claim to future vesting, damages or specific performance with respect to the Plan this French Sub-Plan or any outstanding RSU that is forfeited and/or is terminated by its terms or to any future RSU.

contrat de travail écrit (s'il en existe un), et la personne dont l'emploi ou la fonction aura ainsi pris fin sera irrévocablement présumée avoir renoncé à intenter toute action en dommages-intérêts ou en exécution du Plan, du présent Sous-Plan Français, et à tout droit sur les Actions Gratuites qui ne lui seraient pas définitivement acquises et qui seront caduques et/ou résiliées par leurs propres stipulations, ou aux Actions Gratuites futures.

9.12 Other Provisions.

9.12 Autres dispositions.

The Restricted Stock Unit Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan and this French Sub-Plan as may be determined by the Committee in its sole discretion. In addition, the provisions of Restricted Stock Unit Agreements need not be the same with respect to each French-Resident Participant.

Le Contrat d'Attribution comportera tout autre terme, disposition et condition, ne contredisant pas le Plan et le présent Sous-Plan Français, qui seront décidés par le Comité à sa seule discrétion. En outre, les dispositions des Contrats d'Attribution n'auront pas à être identiques pour chaque Participant Résident Français.

None of the provisions in the Plan and the French Sub-Plan shall have as their effect the establishment or recognition of the existence of a contract of any type whatsoever between the French-Resident Participants and Facebook, Inc.

Aucune disposition du Plan et du Sous-Plan Français n'aura pour effet de créer ni de reconnaître l'existence d'un contrat, de quelque type que ce soit, entre les Participants Résidents Français et Facebook, Inc.

13. Withholding Taxes.

13. Retenues à la source.

Subsection 13 of the Plan shall be deleted and replaced by the following:

L'article 13 du Plan est supprimé et remplacé comme suit :

Whenever Shares are to be issued in satisfaction of RSUs granted under this Plan, the Company may require the French-Resident Participant to remit to the Company, Parent, or Subsidiary employing the French-Resident Participant or, as the case may be, to the plan administrator (if different than the Company) or the broker or escrow agent where the Shares are registered, an amount sufficient to satisfy applicable U.S. federal, state, local, French and other withholding tax requirements, as the case may be, or any other tax liability legally due from the French-Resident Participant or otherwise in respect of a French-Resident Participant's participation in the Plan as described in the Restricted Stock Unit Agreement, prior to the delivery of Shares pursuant to settlement of an RSU, or, as the case may be, prior to the delivery of the Shares sales proceeds, any time after the end of the Holding Period.

13. Retenues à la source - Généralités. À chaque fois qu'il faudra émettre des Actions en application du présent Plan, la Société pourra demander au Participant Résident Français de remettre à la Société, à la Société Mère ou à la Filiale qui emploie le Participant Résident Français (ou, selon le cas, à l'administrateur du Plan (s'il est différent de la Société) ou au courtier ou au mandataire séquestre chez lequel les Actions sont inscrites, un montant suffisant pour satisfaire aux obligations fiscales en matière de retenue à la source, qu'elle soient imposées par le droit américain au niveau fédéral, étatique ou local, le droit français ou tout autre droit, ou afférente à tout autre impôt dû par un Résident Participant Français ou autrement à raison de sa participation au Plan tel qu'il est décrit dans le Contrat d'Attribution, et ce, avant de livrer les Actions à l'issue de la Période d'Acquisition ou, selon le cas, avant de lui rétrocéder le produit de

cession de ses Actions, à tout moment après la fin de la Période de Conservation.

14. Transferability.

Section 14 of the Plan shall be deleted and replaced by the following:

14.1 Assignment or Transfer of RSUs. RSUs are personal to each French-Resident Participant. A French-Resident Participant cannot sell, transfer or pledge his or her right to receive Shares pursuant to an RSU under the Plan and this French Sub-Plan, except if such transfer occurs through succession to legal beneficiaries in the event of death of the Participant pursuant to Section 9.4 above.

14.2 Trusts. RSUs cannot be transferred or otherwise assigned by a French-Resident Participant to a trustee of any trust or any similar institution of any kind.

15. Privileges of Stock Ownership; Restrictions on Shares.

Section 15 of the Plan shall be deleted and replaced by the following Section 15:

15. PRIVILEGES OF STOCK

OWNERSHIP. No French-Resident Participant will have any of the rights of a stockholder with respect to any Shares until the RSUs are settled and the Shares are issued to the French-Resident Participant. After Shares are issued to the French-Resident Participant, the French-Resident Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares, provided that additional Shares the French-Resident Participant may become entitled to receive with respect to such Shares by virtue of a stock split of the Company will be subject to the same holding restrictions as the Shares.

21. Corporate Transactions.

The following subsections of Section 21 of the

14. Cessibilité.

L'article 14 du Plan est supprimé et remplacé par les dispositions suivantes :

14.1 Transmission ou cession des Actions Gratuites. Les Actions Gratuites sont personnelles à chaque Participant Résident Français. Un Participant Résident Français ne pourra vendre, céder ou nantir son droit à recevoir des Actions Gratuites au terme du Plan et du présent Sous-Plan Français, sauf si ce transfert a lieu par voie de dévolution successorale, à la suite du décès du Participant, conformément à l'article 9.4 ci-dessus.

14.2 Trusts. Les Actions Gratuites ne pourront être cédées ou transférées de quelque manière que ce soit par un Participant Résident Français à un trustee en charge de la gestion d'un trust ou d'une institution similaire de tout type.

15. Droits attachés aux Actions - Restrictions pesant sur les Actions.

L'article 15 du Plan est supprimé et remplacé par l'article 15 suivant :

15. DROITS ATTACHES AUX

ACTIONS. Aucun Participant Résident Français n'aura de droits d'actionnaire sur les Actions durant la Période d'Acquisition. Postérieurement à la livraison des Actions au Participant Résident Français, le Participant Résident Français sera actionnaire et disposera de tous les droits d'un actionnaire sur les Actions issues de l'Attribution, y compris le droit de voter et de recevoir des dividendes ou toute autre distribution faite ou versée au titre de ces Actions, étant précisé que les Actions supplémentaires que le Participant Résident Français pourrait le cas échéant recevoir au titre de ces Actions Gratuites en cas de division des Actions de la Société, seront soumises aux mêmes restrictions et conditions de conservation que les Actions issues de l'Attribution.

21. Opérations sur le Capital Social.

Les Sous-articles suivants de l'article 21 du Plan

Plan shall be amended to read as follows:

sont modifiés pour être rédigés comme suit :

21.1 Assumption or Replacement of Awards by Successor. In the event of a Corporate Transaction, outstanding RSUs shall be subject to the applicable agreement of merger, reorganization, or sale of assets. Such agreement may provide, without limitation, for the assumption or substitution of outstanding RSUs by the surviving corporation or its parent or for the cancellation of outstanding RSUs, with or without consideration. Notwithstanding the foregoing, the Administrator may determine, at the time of grant of RSUs or thereafter, that such RSUs shall become partially or fully vested upon the consummation of a Corporate Transaction or at some time or upon some event related to the Corporate Transaction, in which case the RSUs may no longer benefit from the specific tax and social security regime.

21.1 Reprise ou substitution. En cas d'Opération sur le Capital Social durant la Période d'Acquisition, les Actions Gratuites seront soumises au contrat de fusion, de restructuration ou de cession d'actifs applicable. Ce contrat pourra prévoir, notamment, la reprise ou la substitution des Actions Gratuites par la société survivante ou par sa société mère, ou l'annulation des Actions Gratuites, avec ou sans paiement d'une contrepartie. Nonobstant les dispositions qui précèdent, l'Administrateur pourra décider, au moment de l'attribution des Actions Gratuites ou ultérieurement, que ces Actions Gratuites deviendront partiellement ou intégralement acquises au Participant Résident Français au moment de la réalisation d'une Opération sur le Capital Social, ou à un moment ou lors d'un événement quelconque relatif à l'Opération sur le Capital Social, auquel cas les Actions Gratuites ne pourront plus bénéficier du régime spécifique fiscal et social.

24.Amendment or Termination of the Plan

24.Modification ou terme du Plan

Section 24 of the Plan shall be deleted and replaced by the following Section 24:

L'article 24 du Plan est supprimé et remplacé par l'article 24 suivant :

24. AMENDMENT OR TERMINATION OF THE PLAN. No modification may be made to the Plan or the French Sub-Plan with respect to outstanding RSUs previously granted pursuant to the French RSU Sub-Plan unless such modification is required by law, regulation or published administrative interpretation. French-Resident Participants shall be notified of any such modifications to the Plan that affect their rights under the Plan and the French Sub-Plan rules. Such notification may be made by means of individual communication, general notice posted in the workplace, or such other means that are more adequate and appropriate. With respect to future RSUs to be granted pursuant to the French Sub-Plan, the Board may at any time amend, alter, suspend or discontinue the Plan or the French Sub-Plan. In addition, to the extent necessary and desirable to comply with the Applicable Laws, the Company shall obtain stockholder approval of any Plan amendment in such a manner and to such a degree as required.

24. MODIFICATION OU TERME DU PLAN. Les seules modifications qui peuvent être apportées au Plan ou au Sous-Plan Français en ce qui concerne les Actions Gratuites attribuées en application du Sous-Plan Français sont les modifications imposées par la législation, la réglementation ou la doctrine administrative régulièrement publiée. Les Participants Résidents Français seront informés des modifications du Plan qui affecteront leurs droits au terme du Plan et du Sous-Plan Français. Cette information pourra être faite par voie de communication individuelle, par avis affiché sur le lieu de travail ou par tout autre moyen qui serait plus adéquat et plus approprié. En ce qui concerne les attributions futures qui pourraient être réalisées en application du Sous-Plan Français, le Conseil d'administration pourra à tout moment modifier, changer, suspendre ou interrompre le Plan ou le Sous-Plan Français. De plus, dans la mesure nécessaire et souhaitable pour respecter la Législation Applicable, la Société devra obtenir l'accord des actionnaires pour modifier l'une quelconque des clauses du Plan, selon les modalités et les

conditions requises par la Législation Applicable.

27. Definitions.

Section 27 of the Plan shall be amended to read as follows:

27. DEFINITIONS. The terms set forth below shall have the meanings set forth in this Section 27, rather than the definition, if any, set forth in the Plan. Unless otherwise defined in this French Sub-Plan, including this Section 27, capitalized terms used in this French Sub-Plan shall have the meaning set forth in the Plan.

“**Acquisition Period**” means the period between the Grant Date and the Vesting Date.

“**Award**” means any grant of a Restricted Stock Unit made under this French Sub-Plan.

“**Committee**” means the Compensation Committee of the Board or those persons to whom administration of the Plan, or part of the Plan, has been delegated as permitted by law.

“**Disability**” means total and permanent disability established on the basis of medical evidence and corresponding to the ranking in the second or third category provided in article L.341-4 of the French Social Security Code (“Code de la sécurité sociale”).

“**French-Resident Participant**” means a French-Resident Employee, who has been selected to receive an RSU under this French Sub-Plan.

“**French-Resident Employee**” means an individual who:

(i) is employed in a salaried position by (A) a French Subsidiary, (B) the Company (if such individual works for a French branch of the Company), or (C) a non-French Subsidiary (if such individual works for a French branch of the

27. Définitions.

L'article 27 du Plan est modifié, pour être rédigé comme suit :

27. DÉFINITIONS. Les termes figurant ci-dessous ont la signification figurant dans le présent article 27, plutôt que la définition figurant éventuellement dans le Plan. Sauf définition contraire figurant dans le présent Sous-Plan Français, y compris dans le présent article 27, les termes avec une majuscule à l'initiale utilisés dans le présent Sous-Plan Français auront la signification figurant dans le Plan.

« **Période d'Acquisition** » désigne la période commençant à la Date d'Attribution et prenant fin à la Date d'Acquisition.

« **Attribution** » désigne l'attribution d'Actions Gratuites faite en application du présent Sous-Plan Français.

« **Comité** » désigne le Comité des Rémunérations du Conseil d'administration, ou les personnes ayant reçu une délégation pour administrer le Plan ou une partie du Plan selon les modalités autorisées par la loi.

« **Invalidité** » désigne une invalidité totale et permanente, attestée au moyen d'un certificat médical et correspondant au classement dans la deuxième ou dans la troisième catégorie prévue à l'article L. 341-4 du Code de la sécurité sociale français.

« **Résident Participant Français** » désigne un Salarié Résident Français, qui est éligible à recevoir des Actions Gratuites en application du présent Sous-Plan Français.

« **Salarié Résident Français** » désigne une personne physique qui :

(i) à la qualité de salarié de (A) une Filiale française, (B) la Société (si cette personne physique travaille pour une succursale française de la Société), ou (C) une Filiale française (si cette personne physique travaille pour une

non-French Subsidiary);

succursale française d'une Filiale non française);

(ii) is a resident of France for tax purposes on the Grant Date; and

(ii) est fiscalement résidente de France à la Date d'Attribution ; et

(iii) does not own on the Grant Date and will not own thereafter more than ten percent (10%) of the share capital of the Company.

(iii) ne possède pas, à la Date d'Attribution, et ne possèdera pas, à l'issue de l'Attribution, plus de dix pour cent (10 %) du capital social de la Société.

“**Grant**” means the grant of an RSU under this French RSU Sub-Plan.

« **Attribution** » désigne l'attribution d'une Action Gratuite en application du présent Sous-Plan Français.

“**Grant Date**” means the date on which the Committee approves grants RSUs to French-Resident Participants under this French RSU Sub-Plan. Notice of the determination shall be given to each French-Resident Participant to whom an Award is so granted within a reasonable time after the date of such grant approval.

« **Date d'Attribution** » désigne la date à laquelle le Comité approuve l'Attribution des Actions Gratuites à des Participants Résidents Français en vertu du présent Sous-Plan Français. Chaque Participant Résident Français auquel une Action Gratuite est ainsi attribuée est informé de la décision d'Attribution dans un délai raisonnable après la date de cette approbation d'Attribution.

“**Holding Period**” means the period beginning on the date of transfer of ownership of RSU Shares, it being understood that the cumulative duration of the Vesting Period and the Holding Period cannot be shorter than two (2) years from the Grant Date.

« **Période de Conservation** » désigne la période commençant à la date du transfert de propriété, étant précisé que la durée cumulée de la Période d'Acquisition et de la Période de Conservation ne peut être inférieure à deux (2) ans suivant la Date d'Attribution.

“**Restricted Stock Unit**” or “**RSU**” means the right, granted in accordance with articles L.225-197-1 et seq. of the French Commerce Code (Code de Commerce), giving a French-Resident Participant the right to receive Shares pursuant to a vesting schedule and the other terms and conditions set forth in the applicable Restricted Stock Unit Agreement, it being specified that the vesting schedule cannot provide for vesting earlier than the first (1st) annual anniversary of the Grant Date.

« **Action Gratuite** » ou « **AGA** », ou « Restricted Stock Unit », désigne le droit octroyé à un Participant Résident Français conformément aux dispositions des articles L.225-197-1 et suivants du Code de commerce français, lui conférant le droit conditionnel de recevoir des Actions Gratuites suivant un calendrier d'acquisition et sous réserve du respect de conditions figurant dans le Contrat d'Attribution applicable, étant précisé que le calendrier d'acquisition ne pourra prévoir que cette acquisition intervienne avant le premier (1er) anniversaire suivant la Date d'Attribution.

“**RSU Share**” means a Share issued pursuant to an RSU that is subject to selling restrictions for a period determined by the Committee which, together with the Vesting Period, can be no less than two (2) years from the Grant Date. The total number of Shares subject to RSUs granted by the Company cannot exceed ten percent (10%) of its share capital at the Grant Date.

« **Action issue de l'Attribution** » désigne une Action attribuée gratuitement à l'issue de la Période d'Acquisition et faisant l'objet d'une obligation de conservation pendant une période fixée par le Comité et dont la durée, ajoutée à celle de la Période d'Acquisition, ne peut être inférieure à deux (2) ans suivant la Date d'Attribution. Le nombre total d'Actions

attribuées par la Société en application du Sous-Plan Français ne peut excéder dix pour cent (10 %) de son capital social à la Date d'Attribution.

“**Subsidiary**” means a subsidiary of the Company, the share capital or voting power of which is at least ten percent (10%) owned, directly or indirectly, by the Company, and any other company in which the Company may come to own at least ten percent (10%) of the share capital or voting power, directly or indirectly.

« **Filiale** » désigne une filiale de la Société, dont le capital social ou les droits de vote sont détenus directement ou indirectement à hauteur de dix pour cent (10 %) au moins par la Société, et toute autre société dont la Société pourrait venir à détenir, directement ou indirectement, au moins dix pour cent (10 %) du capital social ou des droits de vote.

“**Vesting Date**” means the date on which the conditions set forth in the Restricted Stock Unit Agreement are met and the RSUs are settled in Shares, it being specified that such date cannot occur earlier than the second (1st) annual anniversary of the Grant Date.

« **Date d'Acquisition** » désigne la date à laquelle les conditions indiquées dans le Contrat d'Attribution sont remplies et les Actions Gratuites sont définitivement acquises et livrées, étant précisé que cette date ne peut intervenir avant le premier (1er) anniversaire de la Date d'Attribution.

28. Miscellaneous Provisions. The following Section shall be added to this French Sub-Plan:

28. Divers. L'article suivant est ajouté au Sous-Plan Français :

(a) **Severability.** In the event that any term or condition of the Plan and this French Sub-Plan is considered to be void under applicable law in any jurisdiction with respect to any French-Resident Participant, the Plan and this French Sub-Plan shall be interpreted in respect of such French-Resident Participant as if they did not contain such term or condition. All other terms and conditions of the Plan and this French Sub-Plan that are valid shall remain fully in force and shall be interpreted and applied in the manner that most closely respects the original intention of the Plan and this French Sub-Plan.

(a) **Dissociabilité.** Si une clause ou une condition du Plan ou du présent Sous-Plan Français venait à être considérée comme étant nulle d'après le droit applicable de n'importe quel État, le Plan et le présent Sous-Plan Français devront être interprétés, pour le Participant Résident Français concerné, comme s'ils ne renfermaient pas cette clause ou cette condition. Toutes les autres clauses et conditions du Plan et du présent Sous-Plan Français qui sont valables resteront pleinement applicables et devront être interprétées et s'appliquer d'une manière qui respecte le plus étroitement possible l'intention originale du Plan et du présent Sous-Plan Français.

(b) **Language.** The Plan and this French Sub-Plan shall be translated into French but if the translated versions are different than the English version, the English version will prevail.

(b) **Langue.** Le Plan et le présent Sous-Plan Français seront traduits en français, mais si les versions traduites sont différentes de la version anglaise, la version anglaise prévaudra.

PROSPECTUS

FACEBOOK, INC.

2012 EQUITY INCENTIVE PLAN

Updated on February 18, 2020

Facebook, Inc., a Delaware corporation (the “*Company*”), is offering an aggregate of 214,566,952 shares* of its authorized but unissued Class A common stock (referred to herein as “**common stock**”) to employees, non-employee directors and consultants of the Company or its parent, subsidiaries or affiliates pursuant to the terms and conditions of the Facebook, Inc. 2012 Equity Incentive Plan (the “*Plan*”).

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”).

* Represents (1) 52,716,853 shares of the Company’s common stock reserved for grant and issuance under the Plan at inception (the “*Initial Shares*”) and (2) 161,850,099 additional shares reserved for issuance under the Plan pursuant to increases in accordance with the Plan’s automatic increase provision on January 1 of each of 2018, 2019 and 2020.

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INTRODUCTION

This document provides information about the awards of options to purchase common stock or awards of or relating to common stock (including restricted stock, stock bonuses, stock appreciation rights, restricted stock units and performance awards) granted or to be granted under the Plan. Registration Statements on Form S-8 with respect to the Initial Shares subject to the awards were filed with the Securities and Exchange Commission (the “**SEC**”) on May 21, 2012 (File No. 333-181566) and February 1, 2013 (File No. 333-186402) and additional Registration Statements on Form S-8 with respect to additional shares reserved under the Plan were filed with the SEC on February 1, 2018 (File No. 333-222823), January 31, 2019 (File No. 333-229457) and January 30, 2020 (File No. 333-236161) (such registration statements collectively, and together with any additional registration statements on Form S-8 pertaining to the Plan that may be hereafter filed with the SEC, the “**Registration Statements**”).

Additional information may be obtained by contacting Equity Programs at the Company, 1 Hacker Way, Menlo Park, CA 94025, Telephone (650) 543-4800.

QUESTIONS AND ANSWERS ABOUT THE PLAN

1. What is the status of the Plan?

The Plan was adopted on January 31, 2012 by the Board of Directors of the Company (the “**Board**”) and on April 21, 2012 by the Company’s stockholders and became effective on May 16, 2012 the “**Effective Date**”), the day immediately prior to the date the Company’s Registration Statement on Form S-1 (No. 333-179287) was declared effective by the SEC. The Board approved an amendment and restatement of the Plan effective on April 22, 2016 and the Company’s stockholders approved the amendment and restatement of the Plan on June 20, 2016. The Committee (as defined below) approved a further amendment of the Plan effective on February 13, 2018.

The Plan initially reserved a total of 25,000,000 shares of common stock plus (i) any reserved shares not issued or subject to outstanding grants under the Company’s 2005 Stock Plan (the “**Prior Plan**”) on the Effective Date, (ii) shares that are subject to stock options or other awards granted under the Prior Plan that cease to be subject to such stock options or other awards by forfeiture or otherwise after the Effective Date, (iii) shares issued under the Prior Plan before or after the Effective Date pursuant to the exercise of stock options that are, after the Effective Date, forfeited, (iv) shares issued under the Prior Plan that are repurchased by the Company at the original issue price and (v) shares that are subject to stock options or other awards under the Prior Plan that are used or withheld to pay the exercise price of an option or to satisfy the tax withholding obligations related to any award.

Substitute awards may be granted under the Plan in assumption of, or in substitution or exchange for awards previously granted, or the right or obligation to make future awards, and any such grants shall not reduce the number of shares authorized for grant under the Plan.

The number of shares available for grant and issuance under the Plan will be increased on January 1 of each of the ten calendar years following April 22, 2016 by the lesser of (i) 2.5% of the number of shares of issued and outstanding Class A common stock on each December 31 immediately prior to the date of increase or (ii) such number of shares determined by the Board. No more than 120,000,000 shares may be issued pursuant to the exercise of incentive stock options over the life of the Plan. Additional shares of common stock were reserved for issuance under the Plan pursuant to an increase in accordance with this provision on January 1, 2018 (42,000,000 in the aggregate), January 1, 2019 (59,661,956 in the aggregate) and January 1, 2020 (60,188,143 in the aggregate).

Unless the Plan is terminated earlier by the Board, awards may be granted pursuant to the Plan until the date that is 10 years from April 22, 2016.

2. What is the purpose of the Plan?

The purpose of the Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, or any current or future parent, subsidiary or affiliate, by offering such persons an opportunity to participate in the Company's future performance through awards of stock options, restricted stock, stock bonuses, stock appreciation rights, restricted stock units and performance awards.

3. Who is eligible to participate in the Plan?

Employees, non-employee directors and consultants of the Company or any parent, subsidiary or affiliate of the Company are eligible to receive awards under the Plan.

4. What kinds of awards are granted under the Plan?

The Company may grant the following six types of awards under the Plan:

- (a) *"Options" under which the recipient has the right to purchase shares of stock at a price determined on the date of grant (generally the closing price). For tax purposes, Options are classified as either non-qualified stock options or incentive stock options;*
- (b) *"Restricted Stock Awards" under which the recipient is sold shares of common stock subject to certain conditions on retention of such stock based on the recipient's continued service with the Company, and/or other criteria specified in the award;*

- (c) *“Stock Bonuses” under which shares of stock (which may or may not be subject to vesting restrictions specified in the award) are issued to the recipient in consideration of the recipient’s provision of past or future services;*
- (d) *“Stock Appreciation Rights” under which the recipient is awarded the right, subject to certain conditions based on the recipient’s continued service with the Company, and/or other criteria specified in the award, to receive up to a specified number of shares of stock based on the appreciation in value of the Company’s shares. The Company may elect to settle the stock appreciation right with a cash payment instead of shares of stock, with the cash payment based on the appreciation in value of the Company’s shares;*
- (e) *“Restricted Stock Units” under which the recipient is awarded the right, subject to certain conditions based on the recipient’s continued service with the Company, and/or other criteria specified in the award, to receive up to a specified number of shares of stock; and*
- (f) *“Performance Awards” under which (1) shares of stock that are subject to performance based vesting restrictions specified in the award are issued to the recipient in consideration for the recipient’s performance (the “Performance Shares”) or (2) the recipient is awarded the right, subject to the completion of performance goals and/or other criteria specified in the award to receive a specified cash payment. The Committee may elect to settle earned Performance Awards in cash, stock or a combination of both. Performance Shares may also be settled in Restricted Stock. If the Committee elects to pay the value of earned Performance Shares with a cash payment instead of shares of stock, the cash payment will be based on the fair market value of the Performance Shares at the time the recipient has satisfied the performance requirements.*

5. What kinds of awards am I eligible to receive under the Plan?

If you are an employee of the Company or any parent, subsidiary or affiliate of the Company, you may be granted incentive stock options, non-qualified stock options, Restricted Stock Awards, Stock Bonuses, Stock Appreciation Rights, Restricted Stock Units, Performance Awards or any combination thereof. Non-employees providing services to the Company or any parent, subsidiary or affiliate of the Company (other than in connection with the offer and sale of securities in a capital raising transaction) may receive any one or more of the foregoing types of award, except incentive stock options, as part of their compensation.

6. Is there a limit to the number or size of Options or other awards I may receive under the Plan?

The Plan, in accordance with the Internal Revenue Code of 1986, as amended (the “*Code*”) limits the aggregate fair market value (determined as of the date the Option is granted) of the shares with respect to which incentive stock options are exercisable for the first time by a recipient during any calendar year (under the Plan or under any other incentive stock option plan of the Company or any parent, subsidiary or affiliate of the Company) to not more than \$100,000.

No person will be eligible to receive more than 2,500,000 shares of common stock in any calendar year pursuant to awards granted under the Plan. Notwithstanding the foregoing, a new employee of the Company, its parent or subsidiaries or affiliates is eligible to receive up to a maximum of 5,000,000 shares of common stock pursuant to the Plan in the calendar year in which he or she commences employment.

7. When can I exercise Options and/or Stock Appreciation Rights granted under the Plan?

The exercisability and the vesting of your Option and/or Stock Appreciation Right was determined either by the Board or the Committee at the time of grant and is set forth in your agreement governing such Option (the “*Stock Option Agreement*”) or such Stock Appreciation Right (the “*Stock Appreciation Right Agreement*”). If you have any questions about the exercisability of your Option and/or Stock Appreciation Right under the Plan, please refer to your Stock Option Agreement and/or Stock Appreciation Right Agreement.

8. How long do I have to exercise my Options and/or Stock Appreciation Rights under the Plan?

The term of your Option is generally set forth in your Stock Option Agreement and the term of your Stock Appreciation Right is generally set forth in your Stock Appreciation Right Agreement. The Plan provides that Options and/or Stock Appreciation Rights generally must be exercised within 10 years after the grant date unless a shorter time period is set forth in your Stock Option Agreement or Stock Appreciation Right Agreement and unless earlier

terminated as described in Question 17 below. If on the grant date of an incentive stock option you own (directly or indirectly through the attribution rules of Code Section 424(d)) more than 10% of the total combined voting power of all classes of stock of the Company or of any parent or subsidiary of the Company (a “**Ten Percent Owner**”), the term of your incentive stock option cannot exceed 5 years.

9. What determines the exercise price of awards granted under the Plan?

Under the Plan, the exercise price of an Option and/or Stock Appreciation Right is generally determined by the Board or the Committee and is stated in your Stock Option Agreement and/or Stock Appreciation Right Agreement. Options and Stock Appreciation Rights will have an exercise price which is equal to at least the fair market value of the common stock on the date of grant, provided that if you are a Ten Percent Owner, your incentive stock options will be granted at an exercise price equal to at least 110% of the fair market value of the common stock on the date of grant.

The purchase price of Restricted Stock Awards will be determined by the Board or Committee on the date of grant.

10. How do I exercise my Options and/or Stock Appreciation Rights under the Plan or pay for shares pursuant to a Restricted Stock Award?

To exercise an Option and/or Stock Appreciation Right granted under the Plan, you must deliver to the Company (a) a notice of exercise, which may be in electronic form (the “**Exercise Agreement**”), and (b) in the case of an Option, full payment for the shares being purchased in cash (together with applicable withholding taxes). You may also pay for your shares of common stock via other forms of consideration, if any, referenced in your Stock Option Agreement, which may include (i) a cashless exercise or “same day sale” arrangement, (ii) any other form of legal consideration the Company is willing to accept, or (iii) any combination of the foregoing. Upon receipt of the Exercise Agreement, payment in full for the shares being purchased, and payment or other adequate provision for any state or federal withholding obligation of the Company, the Company will issue the shares purchased in book entry form.

To pay for shares of common stock pursuant to a Restricted Stock Award under the Plan, you must deliver to the Company within 30 days from the date the restricted stock purchase agreement (the “**Restricted Stock Agreement**”) is delivered to you: (a) a signed Restricted Stock Agreement and (b) full payment for the shares of common stock being purchased in cash or any other consideration authorized in your Restricted Stock Agreement. Upon receipt of full payment, including any required withholding, the Company will issue the shares of common stock purchased in book entry form.

11. What is a cashless exercise or “same day sale”?

You and a broker dealer that is a member of the Financial Industry Regulatory Authority (a “*FINRA Dealer*”) make a commitment whereby you elect to exercise your Option and to sell a portion of the shares of common stock purchased to pay for the Option exercise price and the FINRA Dealer commits to forward the exercise price (and any required tax withholding) directly to the Company upon receipt of the shares. This enables you to exercise your Option without providing any cash up front for the exercise price.

12. Can I transfer my awards under the Plan?

Generally, no. Unless otherwise determined by the Board or Committee and set forth in the written agreement between you and the Company evidencing your award, awards granted under the Plan may not be transferred by you except by will or the laws of descent and distribution and may be exercised or purchased during your lifetime only by you, your guardian or legal representative and after your death, by your beneficiaries.

The Board or Committee, may, however, provide that non-qualified stock options or Restricted Stock Units may be transferred by inter vivos or testamentary trust in which such awards are to be passed to beneficiaries upon the death of the trustor, to a guardian on the disability or to an executor on death of the holder of the non-qualified stock options or Restricted Stock Units, or by gift or pursuant to domestic relations orders to the holder’s immediate family, provided that such transferees (i) may not further transfer Restricted Stock Units to any parties, and (ii) may not transfer non-qualified stock options to any parties other than the holder or his or her immediate family. If the Board or Committee so allow, multiple transfers of non-qualified stock options, by gift or domestic relations order, may be made between the holder of the award and his or her immediate family.

13. What are the restrictions on Restricted Stock Awards, Stock Bonuses and Performance Shares granted under the Plan?

The shares of stock issued pursuant to Restricted Stock Awards, Stock Bonuses and Performance Shares under the Plan are subject to the terms and conditions of your Restricted Stock Agreement, stock bonus agreement (the “*Stock Bonus Agreement*”) or performance share agreement (the “*Performance Share Agreement*”), including any forfeiture restrictions. Forfeiture restrictions are set by the Board or Committee at the time of the award.

14. How do Restricted Stock Units work?

Each Restricted Stock Unit is the right to receive one share of common stock upon settlement of your Restricted Stock Units following satisfaction of the applicable vesting requirements. Your Restricted Stock Units will vest as set forth in your written Restricted Stock Unit agreement (the “*Restricted Stock Unit Agreement*”). Within thirty (30) days following the date on which your Restricted Stock Units vest, shares will be issued to you (such issuance is

referred to as “settlement”). Once any shares have been issued to you in settlement of your Restricted Stock Units, you own them outright and, subject to the Company’s Insider Trading Policy and any other restrictions (which may depend on your country of residence) set forth in the Restricted Stock Unit Agreement, you may hold, sell or otherwise dispose of them.

Unless otherwise specifically set forth in the Restricted Stock Unit Agreement, if you do not satisfy the vesting requirements applicable to your Restricted Stock Units, the Restricted Stock Units and any shares issuable upon settlement thereof, will be forfeited.

15. How does an award of Restricted Stock Units differ from a grant of Options?

Both types of awards are typically subject to vesting requirements. However, unlike an Option, Restricted Stock Units are awarded without an exercise price and, following satisfaction of the applicable vesting requirements, are settled in shares of common stock without any additional required action by you.

16. Why do awards of Restricted Stock Units typically cover fewer shares than option grants?

Because Restricted Stock Units retain value regardless of the performance of the Company’s stock price (unless it goes to zero), they are considered more valuable than Options, the value of which is dependent upon the Company’s stock price exceeding the Option’s exercise price. Accordingly, an award of Restricted Stock Units typically covers fewer shares than an Option grant.

17. What happens to my awards under the Plan if I leave the Company or die?

With respect to Options and Stock Appreciation Rights granted under the Plan, in the event that your service with the Company is terminated for any reason other than for Cause (as defined in the Plan), your death or Disability (as defined in the Plan) then you will have the right to exercise your Option and/or Stock Appreciation Rights as to your vested and unexercised shares calculated as of the date your service terminates, at any time within 90 days (with any exercise of an Option beyond 3 months after termination of service deemed to be a non-qualified stock option), after your service terminates. Notwithstanding the foregoing, in no event may your Option or Stock Appreciation Right be exercised later than the expiration date.

In the event that your service with the Company terminates due to your death, or if you die within 90 days after your termination of service other than for Cause or because of Disability, your legal representative will have the right to exercise your Option and/or Stock Appreciation Right as to your vested and unexercised shares calculated as of the date of your termination of service at any time within 12 months after your service terminates. In the event that your service with the Company terminates due to your Disability, you or your legal representative have the right to exercise your Option and/or Stock Appreciation Right as to your

vested and unexercised shares calculated as of the date of your termination of service at any time within 6 months after your service terminates (with any exercise of an Option beyond 3 months after your termination of service, when termination of service is a result of a Disability that is not a “permanent and total disability” within the meaning of Section 22(e)(3) of the Code, or 12 months after your service terminates, when your service terminates due to a Disability that is a “permanent and total disability” within the meaning of Section 22(e)(3) of the Code, deemed to be a non-qualified stock option). Notwithstanding the foregoing, in no event may your Option or Stock Appreciation Right be exercised later than the expiration date.

In the event your relationship with the Company is terminated for Cause, as defined in the Plan, then your Options and/or Stock Appreciation Rights shall expire on your termination date or at such later time and on such conditions as are determined by the Board or Committee and set forth in your award agreement.

With respect to Restricted Stock Awards, Stock Bonuses, Restricted Stock Units and Performance Awards, vesting ceases on your termination date, except as may be set forth in your award agreement or unless determined otherwise by the Board or Committee. In certain limited circumstances, including for awards to French employees under the Sub-Plan to the Plan dated June 20, 2016 (the “**French Sub-Plan**”), the treatment of vesting upon termination of your employment due to death or disability may vary. The Company may reserve to itself and/or its assignee(s) in an award agreement a right to repurchase a portion of any or all unvested shares held by you following your termination at any time within the period of time following your termination date that is specified in your award agreement.

18. When may I sell my shares?

You may sell your vested shares of common stock at any time, unless you are subject to securities law restrictions as described below or other contractual obligations that apply to your shares of common stock, including the Company’s Insider Trading Policy and applicable holding periods set forth in your Restricted Stock Unit Agreement. In particular, if you have received Restricted Stock Units under the French Sub-Plan, a further holding period may apply before you may sell or otherwise dispose of shares.

A sale of your shares of common stock will probably have tax consequences. Please see the summary of tax consequences below.

19. What restrictions apply if I am a Section 16 insider?

The federal securities laws prohibit the taking of short-swing profits by designated insiders. Specifically, Section 16(b) of the Securities Exchange Act of 1934 (the “**Exchange Act**”) requires the Company to recover any profit realized by a Section 16 insider from any purchase and sale, or sale and purchase, of shares of the Company’s common stock made within a period of less than six months. A “**Section 16 insider**” is an executive officer or director of the Company or generally a stockholder who beneficially owns more than 10% of the Company’s outstanding securities. The SEC has issued rules that govern the short-swing liability treatment of transactions effected by a Section 16 insider under employee stock plans

such as the Plan. These rules apply to various transactions under the Plan. If you are a Section 16 insider, the Company will let you know.

20. What restrictions apply if I am an affiliate?

In general, executive officers and other persons with power to manage and direct Company policies, relatives of these persons and trusts, estates, corporations or other entities controlled by any of these persons or their relatives may be deemed to be Company affiliates. Company affiliates must resell their shares of common stock in compliance with SEC Rule 144. This rule requires such sales to be effected in “broker’s transactions,” as defined in the rule, and a written notice of each sale must be filed with the SEC at the time of the sale. The rule also limits the number of shares that may be sold in any three-month period by affiliates to the greater of (a) 1% of the outstanding shares of the same class of stock being sold or (b) the average weekly reported volume of trading in Company common stock during the four calendar weeks preceding the filing of the required notice of proposed sale. However, the holding period requirement of Rule 144 will not apply to any shares of common stock acquired under the Plan.

21. Are there any restrictions on resale that apply even if I am not an affiliate or Section 16 insider?

Your purchases and sales of shares of Company common stock are subject to Rule 10b-5 under the Exchange Act. Rule 10b-5 makes it unlawful to trade in Company shares when you have material information about the Company that is not yet known to the general public. In addition, your transactions in shares of Company common stock must comply with the Company’s Insider Trading Policy, as amended from time to time and any other applicable contractual restrictions.

If you are an officer or director of the Company or a stockholder who owns more than 10% of the Company’s outstanding securities, you should consult with counsel before offering for sale any shares of common stock acquired under the Plan in order to ensure your compliance with Rule 144, Section 16 and all other applicable provisions of federal and state securities laws.

22. Is an award granted under the Plan an employment contract?

No. Awards granted to you under the Plan do not establish an employment relationship nor impose any obligation whatsoever upon you or the Company to continue your relationship (whether as an employee, director or consultant) with the Company or any parent, subsidiary or affiliate of the Company. Such relationship is terminable at will by you or the Company or any parent, subsidiary or affiliate of the Company, subject to applicable law or unless otherwise specifically agreed in a written contract between you and the Company or any parent, subsidiary or affiliate of the Company.

23. After I receive an award under the Plan can I vote my shares?

You have no voting or dividend rights with respect to any shares prior to the time shares of common stock are actually issued to you (e.g., after you exercise an option or after settlement of a Restricted Stock Unit), except for any rights set forth in your award agreement. After shares of common stock have been issued to you, you will be a stockholder and have all the rights of a stockholder with respect to such shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such shares; provided, that if such shares are Restricted Stock Awards and/or Stock Bonuses, then any new, additional or different securities you may become entitled to receive with respect to such shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock Awards and/or Stock Bonuses, as the case may be; provided, further, that you will have no right to retain such stock dividends or stock distributions with respect to shares of common stock that are repurchased, as the case may be.

24. Do my awards get adjusted for future events?

Under the Plan, in the event that the number of outstanding shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration, then (a) the number of shares of common stock reserved for issuance and future grant under the Plan, (b) the exercise prices of and number of shares of common stock subject to outstanding Options and Stock Appreciation Rights, (c) the number of shares of common stock subject to other outstanding awards, (d) the number of shares of common stock that may be granted as incentive stock options, (e) the maximum number of shares of common stock that may be issued to an individual or to a new employee in any one calendar year and (f) the number of shares that are granted as awards to non-employee directors, shall be proportionately adjusted in compliance with applicable securities laws.

25. What happens to the awards granted to me under the Plan in a merger or similar event?

In the event of a Corporate Transaction (as defined below), any or all outstanding awards may be assumed or replaced by the successor corporation (if any), which assumption or replacement will be binding on all participants. In the alternative, the successor corporation may substitute equivalent awards or provide substantially similar consideration to participants as was provided to stockholders (after taking into account the existing provisions of the awards). The successor corporation may also issue, in place of outstanding shares of the Company held by the participants, substantially similar shares or other property subject to repurchase restrictions no less favorable to the participant. In the event such successor corporation does not assume, convert, replace or substitute awards, each award that has not already terminated in accordance with the Plan or the applicable award agreement shall have the vesting automatically accelerate as to all shares subject to such award (and any applicable right of repurchase fully lapse)

immediately prior to the Corporate Transaction unless otherwise determined by the Board and will in any event expire on such transaction. Awards need not be treated similarly in a Corporate Transaction.

In the event of a Corporate Transaction the vesting of all awards granted to non-employee directors will accelerate and such awards will become exercisable (to the extent applicable) in full prior to the consummation of such event at such time and on such conditions as the Board or Committee determines.

For purposes of the Plan, a “**Corporate Transaction**” means the occurrence of any of the following events: (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then-outstanding voting securities; (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets; (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation or (iv) any other transaction which qualifies as a “corporate transaction” under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company).

26. How is the Plan administered?

The Plan is administered by the Board or a committee comprised of members of the Board to whom administration of the Plan or part of the Plan has been delegated, each of whose address is the same as that of the Company’s principal executive offices. In general, references to the “**Committee**” in this prospectus mean the Compensation & Governance Committee of the Board except where otherwise stated.

The Board or Committee may select the participants under the Plan; determine the type, number, vesting requirements and other features and conditions of awards; interpret the Plan; resolve disputed issues of fact (including the date of termination of a participant’s employment or service); delegate limited authority to a subcommittee of one or more executive officers to make certain awards; and make all other decisions relating to the operation of the Plan.

In addition, in order to comply with the laws in other countries in which the Company and its subsidiaries or affiliates operate or have employees or other individuals eligible for awards or to facilitate the offering and administration of the Plan in such other countries, the Committee, in its sole discretion, shall have the power and authority to (i) determine which subsidiaries and affiliates shall be covered by the Plan; (ii) determine which individuals outside of the United States are eligible to participate in the Plan; (iii) modify terms and conditions of

any award granted to or held by individuals outside the United States to comply with applicable foreign laws or facilitate the offering and administration of the Plan in view of such foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable; provided, however, that no such subplans and/or modifications shall increase the share limitations contained in the Plan; and (v) take any action, before or after an award is made, that the Committee determines to be necessary or advisable to obtain approval or comply or facilitate compliance with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no awards shall be granted, that would violate the any applicable United States securities law, the Code, or any other applicable United States governing statute or law.

27. What if there is a dispute concerning an award granted under the Plan?

Subject to the provisions of the Plan and applicable law, the Board or the Committee has the authority to construe and interpret any of the provisions of the Plan or any awards granted thereunder. Such interpretations are final and binding on the Company and on you. Members of the Board or the Committee may be contacted by writing to them at the Company's principal executive offices.

28. How can the Plan change?

Subject to the terms and conditions of the Plan and applicable law, the Board may terminate or amend the Plan in any respect provided it does not, without stockholder approval, amend the Plan in any manner that requires such stockholder approval pursuant to the Code or other applicable law or listing requirement. In any case, no amendment may adversely affect your outstanding awards without your written consent.

29. Where can I get additional information about the Plan or my awards under the Plan?

The questions and answers contained herein are simply meant to be a guide to the principal terms of the Plan and are qualified in their entirety by the express provisions of the Plan and the written agreement between you and the Company governing your award. You may contact Equity Programs with any specific questions you may have regarding the Plan or your individual awards.

30. Will I receive information provided to stockholders of the Company?

If you hold an award granted under the Plan, you will receive annual financial statements and other material sent by the Company to its stockholders.

31. Is the Plan subject to any provisions of ERISA?

The Plan is not subject to any provisions of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”) and is not qualified under Section 401(a) of the Code.

QUESTIONS AND ANSWERS ABOUT THE U.S. AND FOREIGN INCOME TAX CONSEQUENCES

The questions and answers below explain the U.S. federal income tax consequences of your participation in the Plan. Please also see the International Tax Addendum for tax consequences if you are subject to tax in another country. The Company does not explain the state and local tax treatment, and you should know that the state and local tax treatment may vary from the U.S. and foreign (as described in the International Tax Addendum) income tax treatment. In any event, you should consult your own tax advisor as to the tax consequences of your particular transactions under the Plan.

INCENTIVE STOCK OPTIONS

T1. Will I have federal income tax liability if I am granted an incentive stock option?

No.

T2. Will I have federal income tax liability if I exercise an incentive stock option?

No. You will not recognize taxable income when the incentive stock option is exercised. However, you do recognize alternative minimum taxable income equal to the excess of the fair market value of the purchased shares of common stock at the time of exercise over the exercise price paid for those shares. Please see Question T34 below.

T3. When will I be subject to federal income tax on shares acquired after exercise an incentive stock option?

Generally, you will recognize income in the year in which you dispose of the shares of common stock purchased under your incentive stock option.

T4. What constitutes a disposition of incentive stock option shares?

You dispose of shares of common stock purchased under an incentive stock option when you transfer legal title to those shares by:

- Sale,
- Exchange,
- Gift, or
- Delivery of the shares to pay the exercise price of another incentive stock option before you satisfy the incentive stock option holding periods.

However, a disposition will not occur if you engage in any of the following transactions:

- A transfer to your spouse,

- A transfer into joint ownership with right of survivorship, if you remain one of the joint owners,
- A pledge of the shares as collateral for a loan,
- A transfer by bequest or inheritance upon your death, or
- Certain tax-free exchanges of the shares permitted under the Code.

T5. How do I determine my federal income tax liability when I sell my shares?

Your federal income tax liability will depend upon whether you make a qualifying or disqualifying disposition of the shares of common stock purchased under your incentive stock option.

You make a *qualifying* disposition if your sale or other disposition of the shares takes place (a) more than two years after the grant date of the incentive stock option *and* (b) more than one year after the date the option was exercised for the particular shares involved in the disposition.

A *disqualifying* disposition is any sale or other disposition made before both of these minimum holding periods are satisfied.

T6. What if I make a qualifying disposition?

You will recognize a long-term capital gain equal to the excess of (a) the amount realized upon the sale or disposition over (b) the exercise price paid for the shares. You will recognize a capital loss if the amount realized is lower than the exercise price paid for the shares of common stock.

T7. What are the normal tax rules for a disqualifying disposition?

Normally, when shares of common stock purchased under an incentive stock option are subject to a *disqualifying* disposition, the optionee will recognize ordinary income at the time of the disposition in an amount equal to the excess of (a) the fair market value of the shares on the exercise date over (b) the exercise price paid for those shares. If the disqualifying disposition is effected by means of an arm's length sale or exchange with an unrelated party, the ordinary income will be limited to the amount equal to the excess of (a) the amount realized from the disposition of the shares over (b) the exercise price paid for the shares.

The Company reports the amount of your disqualifying disposition income on your W-2 wage statement for the year of the disposition. You are responsible for paying any applicable taxes.

Any additional gain recognized from the disqualifying disposition will be capital gain. The capital gain will be long-term if you held the shares more than 12 months and short-term if you held the shares 12 months or less. The maximum federal income tax rate on long-term capital gains is currently 20%. Short-term capital gains are generally taxed at the same rate as ordinary income.

If you make a disqualifying disposition of the incentive stock option shares in an

arm's length transaction with an unrelated party for more than the exercise price paid for those shares but less than the market value on the exercise date, then your ordinary income will be limited to the excess of (a) the amount realized from the disposition of the shares over (b) the exercise price paid for the shares.

If you make a disqualifying disposition of the incentive stock option shares in an arm's length transaction with an unrelated party for less than the exercise price paid for those shares, then you will not recognize any ordinary income and will recognize a capital loss equal to the excess of (a) the exercise price paid for the shares over (b) the amount realized from the disposition of those shares.

T8. What are the federal tax consequences to the Company?

If you make a *qualifying* disposition of incentive stock option shares, then the Company cannot take an income tax deduction with respect to such shares. If you make a *disqualifying* disposition of the shares, then the Company will be entitled to an income tax deduction equal to the amount of ordinary income that you recognize in connection with the disposition. The deduction will, in general, be allowed to the Company in the taxable year in which your disposition occurs.

T9. What happens if I pay the exercise price of an incentive stock option by delivering shares that I acquired by exercising another incentive stock option, if the delivery of the shares results in a disqualifying disposition?

If you use shares of common stock acquired under an incentive stock option to pay the exercise price under another incentive stock option before the holding periods are satisfied for the first incentive stock option, then you will be subject to ordinary income taxation. The amount of the ordinary income is equal to the excess of (a) the fair market value of the delivered shares at the time of their original purchase over (b) the exercise price paid for the delivered shares. You do not recognize any capital gain upon the delivery of the shares to pay the exercise price.

The tax basis and long-term capital gain holding periods for the shares of common stock purchased upon exercise of the second incentive stock option will be determined as follows:

- To the extent that the newly purchased shares equal in number the delivered shares, the basis for the new shares will be equal to the fair market value of the delivered shares when they were originally purchased. The long-term capital gain holding period for the new shares will include the period for which the delivered shares were held, measured from their original purchase date.
- To the extent that the number of newly purchased shares is greater than the number of delivered shares, the additional shares will have a zero basis and a long-term capital gain holding period generally measured from the exercise date of the second incentive stock option.

- The holding period for all new shares, for purposes of qualifying for incentive stock option treatment, does not begin until the exercise date of the second incentive stock option.

T10. What happens if I pay the exercise price of an incentive stock option with shares that I acquired through (a) an incentive stock option and held for the requisite holding periods, (b) a non-qualified stock option or (c) open-market purchases?

If you pay the exercise price under the incentive stock option by using one of the above methods, you will not recognize any taxable income as a result of exercising the incentive stock option. Please see Question T34 below for the alternative minimum tax treatment.

To the extent that the purchased shares of common stock equal in number the shares delivered in payment of the exercise price, the new shares will have the same basis and holding period for long-term capital gain purposes as the delivered shares. To the extent the number of purchased shares exceeds the number of delivered shares, the additional shares will have a zero basis and a long-term capital gain holding period generally measured from the new exercise date. The holding period for all new shares, for purposes of qualifying for incentive stock option treatment, does not begin until the exercise date of the second incentive stock option.

T11. What happens if I make a disqualifying disposition of shares purchased under an incentive stock option with shares of Company common stock?

If you exercise an incentive stock option with shares of Company common stock, then those shares purchased under the incentive stock option that have a zero basis will be treated as the first shares sold (or otherwise transferred) in a disqualifying disposition. Accordingly, upon such a disqualifying disposition, you will recognize ordinary income with respect to the zero basis shares in an amount equal to their fair market value on the date the option was exercised for those shares.

NON-QUALIFIED STOCK OPTIONS

T12. Will I have federal income tax liability if I am granted a non-qualified stock option?

No.

T13. Will I have federal income tax liability if I exercise a non-qualified stock option?

Yes. Normally, you will recognize ordinary income in the year in which you exercise a non-qualified stock option in an amount equal to the excess of (a) the fair market value of the purchased shares of common stock on the exercise date over (b) the exercise price paid for those shares. The Company reports this income on your W-2 wage statement for the year of exercise, and you must satisfy the tax withholding requirements applicable to this

income. (If you are not an employee or former employee, the Company will report the income on a Form 1099 and will generally not withhold taxes.)

T14. Will I recognize additional income if I sell shares acquired after exercising a non-qualified stock option?

Yes. You will recognize a capital gain to the extent that the amount realized from the sale of the shares exceeds your basis in the shares. (Your basis equals the exercise price you paid plus the ordinary income you previously recognized as a result of the exercise.) A capital loss will result if the amount realized from the sale is less than your basis. The gain or loss will be long-term if you held the shares more than 12 months. The holding period normally starts when the non-qualified stock option is exercised.

T15. What happens if I pay the exercise price of a non-qualified stock option with shares that I previously acquired by exercising an option or through an open-market purchase?

You will not recognize any taxable income to the extent that the shares of Company common stock received from the exercise of the non-qualified stock option equal in number the shares delivered to pay the exercise price. For federal income tax purposes, these newly acquired shares will have the same basis and long-term capital gain holding period as the delivered shares. To the extent that the delivered shares were acquired under an incentive stock option, the new shares received from the exercise of the non-qualified stock option will continue to be subject to taxation as incentive stock option shares. Please see the incentive stock option principles discussed above.

The additional shares of Company common stock received upon the exercise of the non-qualified stock option will, in general, have to be reported as ordinary income for the year of exercise in an amount equal to their fair market value on the exercise date. These additional shares will have a tax basis equal to this fair market value and a long-term capital gain holding period generally measured from the exercise date.

T16. What are the federal tax consequences to the Company?

The Company will be entitled to an income tax deduction equal to the amount of ordinary income that you recognize in connection with the exercise of a non-qualified stock option. The deduction will, in general, be allowed for the Company's taxable year in which you recognize the ordinary income.

TRANSFER OF NON-QUALIFIED STOCK OPTIONS

T17. Will I have federal income tax liability if I transfer a non-qualified stock option?

No.

T18. Will I have federal gift tax liability if I transfer a non-qualified stock option?

If you transfer a non-qualified stock option as a gift, you may be subject to gift tax liability. If the transferred option is vested and you do not retain any control over the disposition of the option, you will have made a gift for federal gift tax purposes and you will recognize a gift tax liability based on the value of the option. An independent appraisal of the fair market value of transferred stock options is recommended; please consult your tax advisor. Different rules apply to the transfer of an option incident to divorce and you should consult your tax advisor.

T19. Will I have federal income tax liability if my transferee exercises a non-qualified stock option?

Yes. You will recognize ordinary income in the year in which a transferee to whom you gifted an option exercises that option. In other words, the income tax is imposed on you, not on the transferee, even though the transferee realizes the benefit of the option. The amount of your ordinary income will be equal to the excess of (a) the fair market value of the purchased shares on the exercise date over (b) the exercise price paid for those shares. The Company will report this income on your W-2 wage statement for the year of exercise. Please note that you must satisfy the withholding tax requirements applicable to this income before a transferee may exercise his or her stock option. (If you are not an employee or former employee, the Company will report the income on a Form 1099 and will generally not withhold taxes.)

T20. Will a transferee have federal income tax liability if he or she exercises a non-qualified stock option?

No. A transferee will not recognize any taxable income in the year in which he or she exercises a non-qualified stock option that was received as a gift.

T21. Will I recognize additional income if a transferee sells shares acquired under a non-qualified stock option?

No. You will not recognize additional income when a transferee sells shares acquired under a non-qualified option that you gifted to him or her.

T22. Will a transferee recognize additional income if he or she sells shares acquired under a non-qualified stock option?

Yes. A transferee will recognize a capital gain to the extent that the amount realized from the sale of the shares exceeds his or her basis in the shares. (A transferee's basis equals the exercise price that he or she paid plus the ordinary income that you previously recognized as a result of the transferee's exercise.) A capital loss will result if the amount realized from the sale is less than the transferee's basis. The gain or loss will be long-term if the transferee held the shares more than 12 months. The holding period for a transferee normally starts when the non-qualified stock option is exercised.

RESTRICTED STOCK AWARDS

T23. Will a restricted stock award or purchase result in federal income tax liability to me?

Restricted stock awards are shares of common stock that are subject to a vesting schedule (or some other substantial risk of forfeiture). If you separate from service before vesting in your shares, the shares are forfeited and revert to the Company. If you paid for the shares, the purchase price will be refunded. Generally, you will not recognize taxable income at the time of an award or purchase of restricted stock. However, you may make an election under Section 83(b) of the Code to be taxed at the time of the award. Please see Question T25 below.

T24. Will the vesting of shares under a restricted stock award result in federal income tax liability to me?

If you did not elect under Section 83(b) of the Code to recognize income at the time of the award or purchase, you will recognize taxable income at the time of vesting. The taxable income will be equal to the excess of the fair market value of the restricted shares when they vest over the amount (if any) that you paid for them.

T25. What is the effect of making a Section 83(b) election?

If you receive or purchase shares of common stock that remain subject to vesting, you may elect under Section 83(b) of the Code to include as ordinary income in the year of the award or purchase an amount equal to the excess of (a) the fair market value of the shares on the transfer date over (b) the purchase price (if any) that you paid for the shares. The fair market value of the purchased shares will be determined as if the shares were not subject to forfeiture. If you make the Section 83(b) election, you will not recognize any additional income when the shares vest. Any appreciation in the value of the restricted shares after the award or purchase is not taxed as compensation but instead is taxed as a capital gain when the restricted shares are sold or transferred.

If you make a Section 83(b) election and the restricted shares are later forfeited, you are not entitled to a tax deduction or a refund of the tax already paid.

The Section 83(b) election must be filed with the Internal Revenue Service *within 30 days* after the shares are awarded or sold to you. Any ordinary income resulting from the election will be subject to applicable tax withholding requirements, if you are an employee or former employee. The election generally is not revocable and cannot be made after the 30-day period has expired.

T26. What are the federal tax consequences to the Company?

The Company will be entitled to an income tax deduction equal to the amount of ordinary income that you recognize in connection with a restricted stock award. The deduction will generally be allowed for the taxable year of the Company in which you recognize the ordinary income.

STOCK APPRECIATION RIGHTS

T27. Will I have federal income tax liability if I exercise a stock appreciation right?

Yes. The exercise of a stock appreciation right will, in general, require that you recognize ordinary income in an amount equal to the amount of the cash or the value of the stock that is distributed to you. The Company reports this income on your W-2 wage statement for the year of exercise, and you must satisfy the tax withholding requirements applicable to this income. (If you are not an employee or former employee, the Company will report the income on a Form 1099 and will generally not withhold taxes.)

T28. What are the federal tax consequences to the Company?

The Company will be entitled to an income tax deduction equal to the amount of ordinary income that you recognize in connection with the exercise of a stock appreciation right. The deduction will, in general, be allowed for the Company's taxable year in which you recognize the ordinary income.

RESTRICTED STOCK UNIT AWARDS

Please see the International Tax Addendum for additional T29 and T30 responses that may apply if you are subject to tax in a country other than the United States.

T29. Will I have federal income tax liability if I receive or vest in a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units or vest in restricted stock units.

T30. Will I have federal income tax liability if a restricted stock unit is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the common stock that you receive from the Company. The Company reports this income on your W-2 wage statement for the year of exercise, and you must satisfy the tax withholding requirements applicable to this income. (If you are not an employee or former employee, the Company will report the income on a Form 1099 and will generally not withhold taxes.)

T31. What are the federal tax consequences to the Company?

The Company will be entitled to an income tax deduction equal to the amount of ordinary income that you recognize in connection with a restricted stock unit settlement. The deduction will generally be allowed for the Company's taxable year in which you recognize the ordinary income.

ALTERNATIVE MINIMUM TAX

T32. What is the alternative minimum tax?

The alternative minimum tax is an alternative method of calculating the income tax that you must pay each year in order to ensure that a minimum amount of tax is paid for the year. The alternative minimum tax rates for 2020 are as follows:

- The first \$197,900 (\$98,950 for a married taxpayer filing a separate return) of your alternative minimum taxable income for the year over the allowable exemption amount is subject to alternative minimum taxation at the rate of 26%.
- The balance of your alternative minimum taxable income is subject to alternative minimum taxation at the rate of 28%.

You only pay the alternative minimum tax to the extent that it exceeds your regular federal income tax for the year.

T33. How is alternative minimum taxable income calculated?

Your alternative minimum taxable income is based on your regular taxable income for the year, adjusted to (a) include certain additional items of income and tax preference and (b) disallow or limit certain deductions otherwise allowable for regular tax purposes.

T34. Is the spread on an incentive stock option at the time of exercise normally included in my alternative minimum taxable income?

Yes. The spread on an incentive stock option is normally included in your alternative minimum taxable income at the time of exercise. The spread is equal to the fair market value of the purchased shares at the time of exercise minus the exercise price paid for those shares.

A special rule applies if you dispose of the incentive stock option shares in the same year as the option exercise through an arm's length sale or exchange with an unrelated party. If the amount you realize from the disposition is less than the value of the shares at the time of the exercise, then the alternative minimum taxable income attributable to your option exercise is only equal to the amount you realize from the disposition minus the exercise price you paid.

As a practical matter, if you make a disqualifying disposition of the incentive stock option shares in the same year as the exercise, the taxable amount for that year is generally the same for the alternative minimum tax and for the regular tax. Therefore, no adjustment is necessary to compute alternative minimum taxable income.

T35. How will the payment of alternative minimum tax in one year affect the calculation of my tax in a later year?

If you pay alternative minimum tax for one or more taxable years, you may use

the amount of the alternative minimum tax (subject to certain adjustments and reductions) as a partial credit against your regular tax for subsequent taxable years. However, you cannot use this credit against your alternative minimum tax in future years. In other words, you may use this credit only to the extent that your regular taxable income exceeds your alternative minimum taxable income.

Upon the sale or other disposition of the purchased shares, whether in the year of exercise or in any subsequent taxable year, your basis for computing the gain for purposes of alternative minimum taxable income (but not regular taxable income) will include the amount of the option spread previously included in your alternative minimum taxable income. If you pay the regular tax in the year of disposition, your basis will not reflect the alternative minimum taxable income attributable to the exercise.

AVAILABILITY OF ADDITIONAL INFORMATION

The Company filed the Registration Statements with the SEC with respect to the shares issuable pursuant to the Plan. The Registration Statements incorporate by reference the following documents:

- (a) the Company's latest annual report filed pursuant to Section 13(a) or 15(d) of the Exchange Act, or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), that contains audited financial statements for the Company's latest fiscal year for which such statements have been filed;
- (b) all other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report or prospectus referred to above; and
- (c) the description of common stock of the Company contained in the Company's Registration Statement on Form 8-A filed with the SEC under Section 12 of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 and 15(d) of the Exchange Act are deemed to be incorporated by reference into the Registration Statements from the date of filing of such documents. All documents incorporated by reference in the Registration Statements are also incorporated herein by reference.

The Company will provide to you, upon written or oral request and without charge: (1) a copy of any document incorporated by reference in the Registration Statements (excluding exhibits to any such documents unless such exhibits are specifically referred to in the Registration Statements); (2) a copy of the Company's most recent Annual Report to Stockholders (or such alternative document as Rule 428(b)(2) under the Securities Act permits); (3) copies of all reports, proxy statements and other communications distributed by the Company to its stockholders generally; and (4) copies of all documents that constitute a part of the Prospectus required to be delivered to each Plan participant.

Please direct all requests to Equity Programs at the Company, 1 Hacker Way, Menlo Park, CA 94025, Telephone (650) 543-4800.

**INTERNATIONAL TAX ADDENDUM TO THE FACEBOOK, INC. 2012 EQUITY
INCENTIVE PLAN PROSPECTUS**

RESTRICTED STOCK UNIT AWARDS OUTSIDE THE UNITED STATES

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”).

Depending on your country, the following replaces the previous items T29 and T30 in the Facebook, Inc. 2012 Equity Incentive Plan Prospectus. Please note that where withholding applies, Facebook may administer and withhold taxes and/or social contributions at a minimum, maximum or other rate and will determine the value of stock according to any prescribed method in your country. You may be required to report any assets, accounts and/or account balances and values held outside of your country in accordance with applicable laws. You may also be required to report any income received under the Plan in your own personal tax return and pay applicable taxes directly to the tax authorities. In this case, please note that, for tax purposes the value of stock you receive under the Plan needs to be determined in accordance with any prescribed method in your country. If you are a citizen or resident of another country, are considered a resident of another country for local law purposes or transfer employment or residency to another country after the restricted stock units are granted to you, the information contained below may not be applicable to you.

ARGENTINA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions (to the extent that you have not already reached the applicable contribution ceilings). You may also be subject to a personal assets tax and/or a bank tax. You must report the taxable amount at vesting as income to you on your personal income tax return. You are also responsible for reporting and paying any other applicable taxes such as the personal assets tax.

AUSTRALIA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled, unless you sell the shares within 30 days of settlement, in which case tax will instead apply upon sale. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company (and any additional capital gain). This income will generally be subject to income tax, an additional Medicare Levy, and if applicable, a surcharge. You are responsible for reporting this income on your own personal tax returns and paying any taxes due (unless such amounts have already been sufficiently withheld and paid on your behalf).

Please note that the above tax treatment assumes your employment with the company has not ended, in which case tax may be due prior to settlement unless your shares are forfeited. If your employment with the company may end, you should discuss with your personal tax advisor.

BELGIUM

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but likely not subject to social contributions. You are responsible for including any income resulting from the restricted stock units in your annual tax return and for paying any difference between your actual tax liability and the amount withheld.

BRAZIL

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions (to the extent you have not exceeded the applicable contribution ceiling). You are responsible for including any income resulting from the restricted stock units in your annual tax return and for paying any difference between your actual tax liability and the amount withheld.

CANADA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions (to the extent you have not exceeded the applicable contribution ceiling). You are responsible for including any income resulting from the restricted stock units in your annual tax return and for paying any difference between your actual tax liability and the amount withheld.

CHINA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the value of the stock that you receive from the Company. This income will generally be subject to income tax, but likely not subject to social contributions. You are responsible for reporting the income resulting from the vesting of the RSUs

in your annual income tax return if your aggregate annual income, including wages, salaries and investment income, exceeds a certain threshold.

COLOMBIA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions (to the extent you have not exceeded the applicable contribution ceiling) may be due. You are responsible for reporting and paying the applicable taxes.

CZECH REPUBLIC

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not social contributions. You may be subject to solidarity surcharge on the taxable amount. You are responsible for reporting the taxable amount in your annual income tax return and paying the applicable taxes.

DENMARK

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions. You are responsible for reporting the taxable amount in your annual income tax return and paying the applicable taxes.

FRANCE

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

No. You will not be subject to tax liability until you sell your shares, provided the vesting and holding periods set forth in the applicable grant agreement are met. You will be subject to tax when you sell your shares on the fair

market value of the shares at vesting (the “Gain at Vesting”) and the excess of the sale price over the fair market value of the shares at vesting (the “Capital Gain”). Generally, the Gain at Vesting is subject to progressive income tax and social contributions, and the Capital Gain is subject to a flat income tax and social contributions. You may be able to opt for your progressive income tax rate to apply to the Capital Gain, in which case the social contributions may be deductible. You should speak with your personal tax advisor for more information on the new tax regime applicable to Capital Gain. You may also be required to pay a surtax on your total income, including income realized upon sale of shares, if your total income exceeds certain thresholds. You must report the taxable amount upon the sale of your shares on your annual tax return filed in April of the year following the sale and pay the required taxes.

Please note that the above tax treatment assumes that you have received a grant of “qualified” restricted stock units under Facebook’s France Qualified RSU Sub-Plan and that you are at the time of grant a resident of France and will remain a resident of France until you dispose of your shares. If you have received a grant of “non-qualified” restricted stock units, the restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions. You are responsible for reporting the taxable amount as part of your taxable income for the year of vesting in the corresponding tax return and pay any difference between your actual tax liability and the amount withheld. You are also responsible for reporting and paying any surtax due directly to the tax authorities.

GERMANY

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax (including any solidarity surcharge or church tax, if applicable) and social contributions (to the extent that you have not already reached the applicable contribution ceilings). You are responsible for including any benefits realized under the plan in your annual tax return and for paying any difference between your actual tax liability and the amount withheld.

HONG KONG

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are required to account for such income on your own personal tax return and pay the applicable income taxes.

INDIA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax (including an additional education and health cess and, if your annual income exceeds a certain threshold, a surcharge), but not subject to social contributions. You are responsible for reporting the income at settlement in your annual income tax return and for paying any difference between your actual tax liability and the amount withheld.

INDONESIA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes.

IRELAND

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, employee Pay-Related Social Insurance and Universal Social Charge. There is currently no requirement for you to report the income recognized at vesting in an annual tax return unless you are obliged to file a tax return for other reasons (in which case, you would report income from all sources, including the income recognized at vesting).

ISRAEL

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

No. You will not be subject to tax liability until you sell your shares. A portion of the sale proceeds (equal to the value of the shares at grant) will generally be subject to ordinary income tax and social contributions and a portion of the proceeds (equal to the difference between the value of the shares at grant and the value of the shares at sale) will be subject to capital gains tax. You will also be subject to a wealth surcharge on income from all sources (including income realized from the restricted stock units) in excess of the applicable threshold. You may be subject to a holding period in order to apply applicable capital gains rates. You are generally not required to file a tax return in Israel unless certain conditions are met (e.g., if you receive certain non-employment income from which tax was not withheld, your income or the value of your foreign asset holdings exceeds a certain threshold amount established each year, or if you have an interest in a private foreign company). You may be responsible for calculating and paying surcharge due and remitting such to the tax authorities if not otherwise withheld by the trustee.

Please note that the above tax treatment assumes that you have received a grant of “qualified” restricted stock units under Facebook’s Sub-Plan for Israeli Participants which remain qualified and that you are at the time of grant a resident of Israel and will remain a resident of Israel until you dispose of your shares.

ITALY

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and may be subject to social contributions. A small regional and/or municipal surcharge and foreign financial assets tax may also apply. You are responsible for reporting the taxable amount in your annual income tax return if you are required to file one (or on a special form if no tax return is due) and for paying any difference between the amount withheld and your actual tax liability. You are also responsible for paying and reporting any foreign financial asset tax due.

JAPAN

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax (comprised of national tax and local inhabitants tax), but not subject to social contributions. Until 2037, a Tsunami Reconstruction Surtax will be applied to the national tax portion of your tax liability due on any income you realize in connection with the restricted stock units. You are responsible for reporting and paying the applicable taxes.

KENYA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes, unless otherwise withheld.

KOREA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions. You are responsible for reporting and paying the applicable taxes.

MALAYSIA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You must report the taxable amount in your annual income tax return and pay any difference between your actual tax liability and the tax withheld.

MEXICO

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable taxes.

NETHERLANDS

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions (to the extent you have not exceeded the applicable contribution ceiling). Please also note you will be subject to an investment yield tax based on the value of all of your taxable assets (including the shares acquired at settlement of the restricted stock units) held by you on January 1 of the relevant calendar year, subject to an annual exemption. You are responsible for reporting any income from the restricted stock units on your annual tax return and paying any difference between your actual tax liability and the amount withheld.

NEW ZEALAND

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes (unless such amounts have already been sufficiently withheld and paid on your behalf).

NIGERIA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes, unless otherwise withheld.

NORWAY

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions. A wealth tax and/or exit tax may also apply. You are responsible for reporting any income from the restricted stock units on your annual tax return and paying any difference between your actual tax liability and the amount withheld. You are responsible for paying any applicable wealth tax and/or exit tax.

PHILIPPINES

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes.

POLAND

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

No. You likely will not be subject to tax liability until you sell your shares. You will recognize ordinary income equal to the amount of the sale proceeds. This income will generally be subject to tax at a flat rate. You likely will not be subject to social contributions. You are responsible for reporting and paying the applicable taxes.

SENEGAL

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes, unless otherwise withheld.

SINGAPORE

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes.

If you have received restricted stock units in relation to your employment in Singapore, please note that if, prior to the vesting of your restricted stock units, you are 1) a permanent resident of Singapore and leave Singapore permanently or are transferred out of Singapore; or 2) neither a Singapore citizen nor permanent resident and either cease employment in Singapore or leave Singapore for any period exceeding 3 months, you will likely be taxed on your unvested restricted stock units on a “deemed vesting” basis, even though your restricted stock units have not yet vested. If you are subject to the deemed vesting rule, as part of the exit tax clearance procedure, the Company may apply any remaining cash compensation due to you toward any outstanding tax due, including the tax due on the deemed gain. You should discuss your tax treatment with your personal tax advisor.

SOUTH AFRICA

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions (to the extent you have not exceeded the applicable contribution ceiling). You are required to immediately notify your employer of the taxable amount when your restricted stock units are settled. You must also report the taxable amount in your annual income tax return and pay any difference between your actual tax liability and the tax withheld.

SPAIN

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions (to the extent you have not exceeded the applicable contribution ceiling). All assets and rights (including shares acquired upon settlement of the restricted stock units) held at the end of each taxable year are considered for purposes of calculating whether wealth tax is due. However, there are general exempt amounts and thresholds for filing a wealth tax return which may apply, depending on the net value of your assets and rights. In addition, in certain regions (including Madrid), the wealth tax does not apply. You are responsible for reporting the taxable amount in your annual income tax return and pay any difference between your actual tax liability and the tax withheld. You are also responsible for paying any wealth tax due.

SWEDEN

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and pension contributions (to the extent you have not exceeded the applicable contribution ceiling). You must inform your employer, no later than the end of the month following vesting, that the restricted stock units have vested and disclose the taxable amount. You must also report the taxable amount in your annual income tax return and pay any difference between your actual tax liability and the tax withheld.

SWITZERLAND

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax and social contributions. You may also be subject to a wealth tax.

If you are subject to ordinary tax assessment, you are responsible for attaching the certificate of salary to your income and wealth tax return and for paying any tax resulting from the settlement of the restricted stock unit. In addition, you must declare the restricted stock units and the shares acquired at vesting in the statement on bank accounts and securities (Wertschriftenverzeichnis) that you are required to file with your income and wealth tax return.

If you are subject to income taxation at source, depending on the amount of your annual income in Switzerland, you may be required to file a tax return and pay additional tax (or receive a refund) when the tax administration computes the exact amount of tax due.

TAIWAN

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they vest. You will recognize ordinary income equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes.

THAILAND

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize a taxable fringe benefit equal to the amount of the cash or the value of the stock that you receive from the Company. This income will generally be subject to income tax, but not subject to social contributions. You are responsible for reporting and paying the applicable income taxes.

UNITED ARAB EMIRATES

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

No. You will not recognize taxable income when the restricted stock units vest or are settled.

UNITED KINGDOM

T29. Will I have tax liability if I receive a restricted stock unit?

No. You will not recognize taxable income when you receive restricted stock units.

T30. Will I have tax liability if a restricted stock unit vests or is settled?

Yes. The restricted stock units are generally taxed when they are settled. You will recognize ordinary income equal to the value of the stock that you receive from the Company. This income will generally be subject to income tax and employee National Insurance contributions ("NICs"). In addition, a condition of your restricted stock unit grant may be that you complete the required joint election form. If required by the Company, this means that you must pay the employer portion of NICs. Please note that you will receive some relief in respect of your personal income taxes to reflect your payment of employer NICs. You are responsible for reporting the taxable amount in your annual tax return and pay any difference between your actual tax liability and the tax withheld.