

## **FACEBOOK POTENTIAL EMPLOYEE NONDISCLOSURE AGREEMENT**

Thank you for agreeing to interview for a position with Facebook. In the course of your discussions with us, you will be exposed to valuable proprietary information relating to Facebook's operations and businesses that Facebook needs to keep confidential. Therefore, as a condition to interviewing with us, we require that you review and sign the attached Nondisclosure Agreement.

Please take a moment to review the attached agreement, and if it is acceptable to you, please sign it in the space provided and give the signed copy to your recruitment coordinator. If the agreement is not acceptable, please let us know and we will cancel your scheduled interview.

## POTENTIAL EMPLOYEE NONDISCLOSURE AGREEMENT

This Potential Employee Nondisclosure Agreement (this “**Agreement**”) is entered into by and between the undersigned person (“**Applicant**”) and Facebook, Inc., a Delaware corporation and its corporate affiliates (together “**Facebook**”), as of the date set forth under Applicant’s signature below. In consideration of Facebook’s agreeing to consider Applicant for employment and/or disclosing to Applicant information regarding Facebook’s operations and business, Applicant and Facebook hereby agree as follows:

### 1. Confidentiality Obligations.

**a. Information Disclosed by Facebook.** Subject to the limitations in Section 2 below, Applicant will keep in strict confidence all information (whether of a technical, business or other nature) observed by Applicant while onsite at Facebook or disclosed to Applicant by Facebook or any of its employees, agents or contractors (collectively, “**Facebook Parties**”). Applicant will not disclose any such information to any third party, or use any such information for any purpose other than evaluation of potential employment with Facebook. The restrictions in this Section 1(a) will apply to information disclosed verbally, in writing or otherwise. Disclosure of any information by any Facebook Parties does not grant Applicant any license under any patent, copyright, trade secret or other intellectual property right of Facebook.

**b. Prior or Current Obligations.** Subject to the limitations in Section 2 below, Applicant will not use or disclose to Facebook any inventions, confidential or non-public proprietary information or material belonging to any other party (including all current and former employers). Applicant will not breach any agreement to keep such inventions, confidential or non-public proprietary information or material in confidence. Applicant will not induce Facebook to use any inventions, confidential or non-public proprietary information or material belonging to any other party.

**2. Limitation on Confidentiality Obligations.** The restrictions in Section 1 above do not apply to any information that: (a) was in Applicant’s possession prior to receipt from Facebook; (b) is received by Applicant from a source other than a Facebook Party without breach of any obligation of confidentiality; (c) is or becomes available to the general public other than through a breach of this Agreement; or (d) is independently developed by Applicant without reference to information disclosed by any Facebook Party and such independent development can be shown by documentary evidence.

**3. Copies; Return of Materials.** Applicant will not copy or reverse engineer all or any part of any information covered by the restrictions in Section 1 above, and will return all materials containing or summarizing any such information to Facebook upon conclusion of Applicant’s discussions with Facebook, or in any event upon Facebook’s request.

**4. Feedback.** Applicant is under no obligation to give Facebook any ideas, suggestions, comments or other feedback related to Facebook’s business or operations. If Applicant shares any ideas, suggestions, comments, or other feedback with any Facebook Party during or after the application process, Applicant agrees that Facebook will own such idea, suggestion, comment or feedback. Applicant hereby assigns all of his/her right, title, and interest in such idea, suggestion, comment, or feedback to Facebook, Inc., and agrees that Facebook, Inc. will be free to use and implement same, without restriction or obligation of any kind.

**5. Termination.** Either party may terminate this Agreement by giving the other party five (5) days' prior written notice. Notwithstanding any termination of this Agreement, Applicant's obligations under this Agreement will survive and continue in effect for five (5) years following such termination.

**6. Miscellaneous.** This Agreement will be governed by the laws of the jurisdiction in which the position for which the Applicant is applying is located, without regard to its choice of law rules. Exclusive jurisdiction over and venue of any suit related to this Agreement will be in a court located in the same jurisdiction in which the Facebook office to which the Applicant is applying is located. No failure to enforce any provision of this Agreement will constitute a waiver of that provision. The prevailing party in any suit related to this Agreement will be entitled to recover reasonable attorneys' fees incurred in connection with such suit. Applicant agrees that any breach or threatened breach of this Agreement will cause irreparable harm to Facebook for which there will be no adequate remedy at law and that in such event, Facebook will be entitled, without limitation, to injunctive relief (including specific performance) without the necessity of proving harm. Applicant may not assign this Agreement without Facebook's written consent; subject to that limitation, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous agreements with respect thereto, and may not be amended except by a writing signed by Facebook and Applicant.

**ACKNOWLEDGED AND AGREED BY APPLICANT:**

Signed: \_\_\_\_\_  
Printed Name: Hu Dapeng  
Date: 01-24-2016

Applicant's Address for Notice: Applicant's Address for Notice

Applicant's Address for Notice:

Ling Qiu Gui Gu, A-5-3-801  
Haidian District, Xi Er Qi Zhong Lu  
Beijing, China