



Please provide your legal name as it appears on your official government issued identifications, such as a passport:

Dapeng		Hu
_____	_____	_____
First Name	Middle Name	Last Name

**Please complete each of the following questions:**

*PLEASE NOTE: Facebook is asking these questions for the exclusive and limited purpose of compliance with United States export control and immigration laws and regulations.*

If hired, can you produce documentary proof of your identity and authorization to work in the United States on your first day of employment? Yes ☒ No ☐

If hired, will you need assistance or sponsorship from Facebook to begin, or at any time in the future, to continue to work lawfully for Facebook in the US? This includes any need to transfer/extend a current non-immigrant visa status, transfer types of non-immigrant status or assistance in applying for a US green card. Yes ☒ No ☐

Are you a citizen or lawful permanent resident of any of the following countries: Cuba, Iran, North Korea, Syria, or Sudan? Yes ☐ No ☒

**Authorization**

Please read carefully and sign below

I understand that Facebook requires certain information about me to evaluate my eligibility for employment and to conduct its business if I become an employee. I authorize Facebook to verify this information and hereby release Facebook, its partners, employees, representatives and agents and those parties supplying such information to Facebook from all liability in connection with obtaining or releasing such information.

If I am hired by Facebook, I understand that Facebook is an at-will employer. Accordingly, either Facebook or I may terminate the employment relationship, at will, at any time, for any reason, with or without cause or advance notice. I understand that the at-will nature of any employment may only be changed in an express written agreement signed by an authorized officer of the Company.

I understand that if I am hired I will be required to submit satisfactory documentary proof of my identity and legal right to work in the U.S. prior to or at the time I commence employment with Facebook. I also understand that any misrepresentation, false statements or omission of facts made by me in connection with this statement or Facebook's hiring process will be sufficient grounds for Facebook to discontinue any consideration of me for employment or to immediately terminate my employment if I am employed, regardless of when discovered by Facebook.

Dapeng Hu  
Dapeng Hu (Jan 23, 2016)  
Candidate Signature

01/23/2016  
Date(mm/dd/yyyy)

## **FACEBOOK POTENTIAL EMPLOYEE NONDISCLOSURE AGREEMENT**

Thank you for your continued interest in a position with Facebook. In the course of your discussions with us in connection with our hiring process, you will be exposed to valuable proprietary information relating to Facebook's operations and businesses that Facebook needs to keep confidential. Therefore, in order to proceed in the Facebook hiring process, we require that you review and sign the attached Nondisclosure Agreement.

Please take a moment to review this agreement, and if it is acceptable to you, please sign it in the space provided. If the agreement is not acceptable, please contact your recruiter so that we can discontinue the hiring process.

## POTENTIAL EMPLOYEE NONDISCLOSURE AGREEMENT

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

### 1. Confidentiality Obligations.

**a. Information Disclosed by Facebook.** Subject to the limitations in Section 2 below, Candidate will keep in strict confidence all information (whether of a technical, business or other nature) observed by Candidate while onsite at Facebook or disclosed to Candidate by Facebook or any of its employees, agents or contractors (collectively, “**Facebook Parties**”). Candidate 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 Candidate 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, Candidate 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). Candidate will not breach any agreement to keep such inventions, confidential or non-public proprietary information or material in confidence. Candidate 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 Candidate’s possession prior to receipt from Facebook; (b) is received by Candidate 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 Candidate without reference to information disclosed by any Facebook Party and such independent development can be shown by documentary evidence.

**3. Copies; Return of Materials.** Candidate 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 Candidate’s discussions with Facebook, or in any event upon Facebook’s request.

**4. Feedback.** Candidate is under no obligation to give Facebook any ideas, suggestions, comments or other feedback related to Facebook’s business or operations. If Candidate shares any ideas, suggestions, comments, or other feedback with any Facebook Party during or after the application process, Candidate agrees that Facebook will own such idea, suggestion, comment or feedback. Candidate hereby assigns all of his/her right, title, and interest in such idea, suggestion, comment, or feedback to Facebook, and agrees that Facebook 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, Candidate'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 U.S. State in which the position for which the Candidate 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 County or District in which the Facebook office to which the Candidate 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. Candidate 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. Candidate 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 Candidate.

**ACKNOWLEDGED AND AGREED BY CANDIDATE:**

Signed: Dapeng Hu  
Dapeng Hu (Jan 23, 2016)

Printed Name: Dapeng Hu

Date(mm/dd/yyyy) : 01/23/2016

Candidate's Address for Notice:

Xi Er Qi Zhong Lu, Ling Xiu Gui Gu A-t

Haidian District

Beijing, China