



November 10, 2016

Andy Wang

Dear Andy,

On behalf of Facebook, Inc. (the "Company" or "Facebook"), I am pleased to offer you the position of Software Engineer Intern at Facebook. You will be working out of our Menlo Park office under the guidance of Nam (MPK) Nguyen. While working at Facebook, you'll have the opportunity and the responsibility to make an immediate impact on over a billion users around the globe. We're leading a change on the web and in the world, and now you're an instrumental part of that. We're excited to have you join the team.

1. **Compensation.**

a. **Base Wage.** In this position you will earn a salary of \$8,000 per month. Your wages will be payable in two equal payments per month pursuant to the Company's regular payroll policy.

b. **Relocation.** You will be eligible for relocation benefits as outlined in Attachment C.

2. **Pre-employment Conditions.**

a. **Confidentiality Agreement.** By signing and agreeing to this Offer Letter, you also agree to be bound by the terms and conditions of the enclosed standard Confidential Information and Invention Assignment Agreement (the "**Confidentiality Agreement**"). We require that you sign the Confidentiality Agreement and return it to us with this Offer Letter prior to or on your Start Date.

b. **Mutual Arbitration Agreement and Class Action Waiver.** By signing and agreeing to this Offer Letter, you agree to be bound by the terms and conditions of the enclosed Mutual Arbitration Agreement and Class Action Waiver ("the **Arbitration Agreement**"). You attest and agree that you have reviewed the Arbitration Agreement and that you have had the opportunity to review the Arbitration Agreement with an attorney of your own choosing. **Your agreement to abide by the terms of the Arbitration Agreement is a condition of your employment with Facebook.** We require that you sign the Arbitration Agreement and return it to us with this Offer Letter prior to or on your Start Date.

c. **Right to Work.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your Start Date, or our employment relationship with you may be terminated.

This offer is also contingent upon receipt of any export license or other approval that may be required under United States export control laws and regulations. The Company is not obligated to apply for any export license or other approval that may be required, nor can we guarantee that the United States Government will issue an export license or other approval, in the event that we do file an application.

d. **Verification of Information.** This offer of employment is also contingent upon the successful verification of the information you provided to the Company during your application process, as well as a general background check performed by the Company to confirm your suitability for employment. By accepting this offer of employment, you warrant that all information provided by you is true and correct to the best of your knowledge, and you expressly release the Company from any claim or cause of action arising out of the Company's verification of such information. By signing this letter, you hereby agree to authorize such a verification and background check and agree to sign any and all documents necessary to enable the Company to conduct this verification and background check.

3. **No Conflicting Obligations.** You understand and agree that by accepting this offer of employment, you represent to the Company that your performance will not breach any other agreement to which you are a party and that



you have not, and will not during the term of your employment with the Company, enter into any oral or written agreement in conflict with any of the provisions of this letter or the Company's policies. You are not to bring with you to the Company, or use or disclose to any person associated with the Company, any confidential or proprietary information belonging to any former employer or other person or entity with respect to which you owe an obligation of confidentiality under any agreement or otherwise. The Company does not need and will not use such information and we will assist you in any way possible to preserve and protect the confidentiality of proprietary information belonging to third parties. Also, we expect you to abide by any obligations to refrain from soliciting any person employed by or otherwise associated with any former employer and suggest that you refrain from having any contact with such persons until such time as any non-solicitation obligation expires.

4. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company. In addition, while you render services to the Company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

5. **General Obligations.** As an employee, you will be expected to adhere to the Company's standards of professionalism, loyalty, integrity, honesty, reliability and respect for all, as set forth in the Company's Code of Conduct. You will also be expected to comply with the Company's policies and procedures. The Company is an equal opportunity employer.

6. **At-Will Employment.** Employment with the Company is for no specific period of time. Your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time, with or without advance notice, and for any reason or no particular reason or cause. The Company also reserves the right to modify or amend the terms of your employment at any time, with or without notice, and for any reason in its sole discretion. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by an authorized representative of the Company.

7. **Withholdings.** All forms of compensation paid to you as an employee of the Company shall be less all applicable withholdings.

8. **Definitions.** All references in this Offer Letter to the "Company" or "Facebook" shall refer to Facebook, Inc. and/or any of its direct or indirect subsidiaries or affiliates, as appropriate.

[THIS SPACE INTENTIONALLY LEFT BLANK]



We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated original copy of the Confidentiality Agreement and the Arbitration Agreement, on or before November 13, 2016. The Company requests that you begin work in this new position on or before August 21, 2017. Your internship will end on or before November 10, 2017. This letter supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. This letter will be governed by the laws of California, without regard to its conflict of laws provisions.

Very truly yours,

Facebook, Inc.

A handwritten signature in black ink, appearing to read "Miranda Kalinowski", is written over a horizontal line.

By: Miranda Kalinowski, VP, Global
Recruiting

ACCEPTED AND AGREED:

Andy Wang

A handwritten signature in blue ink, appearing to read "Andy Wang", is written over a horizontal line.

Andy Wang (Nov 16, 2016)

Signature

Date: Nov 13, 2016



Attachment C

Intern Relocation Benefits Summary

As part of your internship you are eligible for assistance with relocation for the duration of your internship as outlined below. Eligibility will vary so please be sure to carefully review the eligibility criteria for each benefit. Please note that all relocation benefits are subject to applicable tax withholding.

Relocation. You have two options for travel from your university to your Facebook internship and back at the start and end of your internship. These benefits are mutually exclusive and cannot be combined. Eligibility: Interns whose university is more than 50 miles from their Facebook work site are eligible for this benefit.

Option One: Airfare

The Company will reimburse you for one coach round trip for your flights to travel from your university to your Facebook internship and back at the start and end of your internship. The flights must occur within 14 days of your scheduled start and end dates. You must book the travel through the Company's travel agent and the cost will be direct billed to Facebook. If you fly, you are also eligible for reimbursement of taxi or public transportation fares to get from your residence to the airport and back. Original receipts are required for taxi/public transportation reimbursement so please keep all receipts.

Option Two: Mileage Reimbursement

The Company will reimburse you the prevailing IRS rate (at the time of reimbursement) per mile for the most direct driving route from your place of residence to your Facebook internship and back at the start and end of your internship. All other expenses will be your responsibility.

Shipping. The Company will reimburse you up to \$300 toward shipping of personal items to and from your internship location at the start and end of your internship. Original receipts are required for reimbursement so please retain all associated receipts. Eligibility: Interns whose university is more than 50 miles from their Facebook work site are eligible for this benefit.

Housing. You may elect one of the following options for housing during your internship. These benefits are mutually exclusive and cannot be combined. Eligibility: All interns are eligible for this benefit.

Option One: Corporate Housing

You may elect to utilize the Company's corporate housing option. With this option, Facebook's approved corporate housing provider will place you in a furnished apartment for the duration of your internship. The cost will be direct billed to Facebook.

Option Two: Housing Stipend

In lieu of corporate housing, you may opt for the housing stipend. If you elect this benefit, you will receive \$1000 per month, for the duration of your internship, payable on the Company's regular payroll dates. With this option you will be solely responsible all costs associated with housing for the full duration of your internship.

Transportation. For Menlo Park, we will provide a rental bike, lock and safety helmet for you for the duration of your internship. For non-Menlo Park locations, the Company will reimburse you up to \$350 toward the cost of a rental or purchase of a bike, lock and safety helmet. If you take advantage of this benefit you will be responsible for purchasing



the bike, lock and helmet and submitting valid receipts for reimbursement. Original receipts are required for reimbursement so please keep all associated receipts. Eligibility: All interns are eligible for this benefit.

U.S. Tax Gross-up.

The Company intends to treat as taxable income to you in the U.S. (reported on your Form W-2 that you will receive from the Company) any taxable elements of your relocation, housing and transportation benefits. The Company will pay in any applicable withholding taxes on these amounts to the U.S. tax authorities on your behalf. These tax payments deposited on your behalf are called a "Gross-up Payment." You may owe more or less taxes on your final tax returns than the amount that the company pays in as withholding taxes on these items on your behalf.

You understand and agree that the Company does not take any responsibility for such potential over or under withholding of income taxes.

You understand and agree that you remain solely responsible for the payment of any taxes that might be due outside of the U.S. on any income or benefits paid to you by the Company. For the avoidance of doubt, the Company does not take any responsibility for and will not provide any Gross-Up Payment in relation to any taxes that you may be obligated to pay outside of the U.S. You confirm that you will comply with any and all tax obligations outside of the U.S. that may be triggered by your internship/employment with Facebook.



Attachment D

GRADUATE STUDENT INTERN DISCLOSURE

If you are a graduate student, please provide the following information:

- (1) Are you currently employed by your university/college?

YES ☐

NO ☐

If yes, please describe your job duties at your university/college:

If yes, will your employment at your university/college formally terminate during the period of your internship at Facebook?

YES ☐

NO ☐

- (2) Are you currently working on a thesis paper?

YES ☐

NO ☐

If yes, please provide a brief description of your thesis paper topic:

- (3) Do you agree that you will not use any of your university's resources in performing your job duties for Facebook?

YES ☐

NO ☐



Attachment A

Confidential Information and Invention Assignment Agreement



CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

FOR U.S. EMPLOYEES (CALIFORNIA)

As a condition of my becoming employed (or my employment being continued) by Facebook, Inc., a Delaware corporation or any of its current or future parent companies, subsidiaries, affiliates, successors or assigns (collectively, the “**Company**” or “**Facebook**”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment.** I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in the employ of, or the duration of my employment with, the Company under any existing agreements between the Company and me or under applicable law. Any employment between the Company and me, whether commenced prior to or upon or after the date of this Agreement, shall be referred to herein as the “**Relationship.**”

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time. During the Relationship, I will devote my best efforts to the interests of the Company and will not engage in other employment without the prior written consent of the Company.

3. **At-Will Relationship.** I understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time, with or without advance notice, and for any reason or no particular reason, with or without cause, without further obligation or liability except for those obligations expressly set forth herein or expressly stated in another written agreement signed by an authorized officer of the Company.

4. **Confidential Information.**

(a) **Company Information.** Subject to Section 4(d) below, I agree at all times during the term of my Relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company solely to the extent necessary to perform my obligations to the Company under the Relationship, or to disclose to any person, firm, corporation or other entity any Confidential Information that I create, receive or otherwise learn about in the course of the Relationship. Subject to Section 4(d) below, the only exceptions to this prohibition are that I may use and disclose Confidential Information (1) for the sole benefit of the Company and only to the extent absolutely necessary for me to provide services to the Company under and during the Relationship; or (2) only to the extent I have received express written pre-authorization from the Company via an agreement to permit a specific disclosure/use signed by a member of the Facebook Board of Directors or by a Senior Corporate Officer of the Company. I further agree that I shall not remove any Confidential Information from Company premises, nor shall I make copies, excerpts or summaries of Confidential Information except as necessary to perform services under the Relationship. This does not apply, however, to copies that I have provided to any Regulator or any other regulatory or enforcement authority, as described in Section 4(d) below. I also agree that during and after the Relationship, I shall take all reasonable and necessary precautions to avoid inadvertent disclosure and use of Confidential Information not otherwise permitted by this Agreement. I understand that “**Confidential Information**” means any Company proprietary information, technical data, trade secrets or know how, including, but not limited to, research, product plans, products, services, suppliers, employees, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, non-public information relating to the Company’s financial position or budgets disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the period of the Relationship whether or not during working hours and including Inventions (as defined below). I understand that Confidential Information includes, but is not limited to, information described above in this Paragraph pertaining to any aspect of the Company’s



business, which is either information not known by actual or potential competitors of the Company or other third parties not under confidentiality obligations to the Company, or is otherwise proprietary information of the Company or its customers or suppliers whether of a technical nature or otherwise. I further understand that Confidential Information does not include any of the foregoing items which has become publicly and widely known and which has been made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Prior Obligations.** I represent that my performance of all terms of this Agreement has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior or subsequent to the commencement of the Relationship. I agree that I will not disclose to the Company, use in connection with my services to the Company or induce the Company to use, any inventions, confidential or nonpublic proprietary information or material belonging to any other person or entity. I acknowledge and agree that I have listed on ***Exhibit A*** all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.) I have with any other person or entity that may restrict my ability to provide services to the Company, or to recruit or engage customers or other service providers on behalf of the Company, or that otherwise relates to or may restrict my ability to perform my obligations under this Agreement.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive confidential or proprietary information from non-employee third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes consistent with the Company's agreement with such third party ("**Third Party Information**"). I agree to hold all such Third Party Information in the strictest confidence and to treat it the same as Confidential Information.

(d) I understand that this policy is not intended to restrict my legal right to discuss the terms and conditions of my employment. Nothing in this policy restricts or prohibits me from initiating communications directly with, responding to any inquiries from, providing testimony before, or reporting possible violations of law or regulation to any governmental agency or entity, or self-regulatory authority, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. I do not need the prior authorization of the Company to engage in such communications, respond to such inquiries, or make any such reports or disclosures. I am not required to notify the Company that I have engaged in such communications, responded to such inquiries or made such reports or disclosures. Further, nothing in this policy prohibits or restricts me from filing a charge, responding to an inquiry, participating in an investigation, or providing testimony about the Company by, with, or before any Regulator.

5. **Inventions.**

(a) **Retained and Licensed.** I have listed with particularity in the attached ***Exhibit B*** all inventions, original works of authorship, developments, concepts, discoveries, processes, computer programs, know-how, ideas, methodologies, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "**Prior Inventions**"), which belong solely to me or belong to me jointly with another person or entity, which relate in any way to any of the Company's businesses, products or research and development, and which are not assigned to the Company hereunder. If no such list is attached, I represent that there are no such Prior Inventions. If, in the course of the Relationship, I incorporate into a Company product, process or machine a Prior Invention or any other Invention that is owned by me or in which I have an interest (including without limitation any Approved Open Source Contribution), I will promptly so inform the Company. Whether or not I give such notice, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, reproduce, make derivative works of, use, sell, offer to sell, import, display, perform, distribute and otherwise exploit such Prior Invention or Invention as part of or in connection with such Company product, process or machine.

(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to Facebook, will hold in trust for the sole right and benefit of Facebook, and hereby assign to Facebook, or its designee, all my right,



title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, designs, improvements or trade secrets, including but not limited to those inventions that may be patentable, copyrightable or protectable under any other intellectual property laws, which I may solely or jointly create or conceive or develop or reduce to practice, or cause to be created or conceived or developed or reduced to practice, during the period of the Relationship (collectively referred to as “**Inventions**”), except as provided in Section 5(c) below. I further acknowledge and agree that all Inventions which are made by me (solely or jointly with others) within the scope of the Relationship are “works made for hire” (to the greatest extent permitted by applicable law) and, as works made for hire, are from conception and/or creation owned exclusively by the Company without any remuneration beyond that provided to me for services I provide to the Company due to the Relationship; and, further, to the extent any Inventions are not “works made for hire”, then I hereby grant and assign to the Company all right, title and interest I may have in such Invention without any additional remuneration beyond that provided to me for services I provide to the Company due to the Relationship. I understand this means that such Inventions shall be owned exclusively by the Company. To the maximum extent permitted by applicable law, I hereby waive and agree not to enforce any moral rights I may have on or to any such Inventions.

(c) **Exception to Assignment.**

(1) **Non-Assignable Inventions.** I understand that the assignment provisions of Section 5(b) shall not require assignment of any Invention that, pursuant to applicable law, is not subject to compelled assignment (“**Specific Inventions Law**”), including but not limited to California Labor Code Section 2870 (a copy of which is attached hereto as ***Exhibit C***). I understand that Inventions, whether or not patentable or protectable by copyright or trade secret, made or conceived, reduced to practice, or learned by me even during the period of the Relationship, not subject to compelled assignment include those that meet each of the following criteria: (a) are developed entirely on my own time; (b) are developed without use of any equipment, supplies, facility or Confidential Information of the Company or Third Party Information; and (c) (i) do not relate, at the time conceived or reduced to practice, to the Company’s business or its actual or demonstrably anticipated research or development, or (ii) do not result from any service provided or work performed by me for the Company during the period of the Relationship. Notwithstanding an applicable Specific Inventions Law, during the Relationship and for the period of one (1) year after termination of the Relationship, I will promptly disclose to the Company in writing any Inventions authored, conceived or reduced to practice by me, either alone or jointly with others, not already disclosed on ***Exhibit B*** hereto. At the time of each such disclosure, I will advise the Company in writing which of such Inventions I believe fully qualifies for protection under a Specific Inventions Law and provide to the Company in writing all evidence to substantiate that belief.

(2) **Open Source Code.** Notwithstanding the intellectual property assignment or ownership provision in Section 5(b) of this Agreement, the Company acknowledges that I retain all rights in any Approved Open Source Contributions. “**Open Source**” shall mean any software or source code licensed under an open source license as defined by the Open Source Initiative (<http://www.opensource.org>). Prior to contributing to an Open Source project any source code that was created on my own time, I will complete and submit to the Company a Company-designated open source form that confirms that the source code does not contain information that falls outside an applicable Specific Inventions Law that the Company would own under this Agreement. Only source code for which such a form has been submitted, and that has subsequently been duly approved by the Company in writing as source code that I may contribute to an Open Source Project on my own time, will be an “**Approved Open Source Contribution**.” When contributing, releasing, or making publicly available any Approved Open Source Contributions, I will use my own copyright notice, and not any notice of the Company, and I will not name the Company as the source or origin of the Approved Open Source Contributions. When contributing any Approved Open Source Contributions to an Open Source project, any contribution agreement will be executed only in my name and not in the Company’s name. I will ensure that any Approved Open Source Contribution does not contain or disclose any Company trade secrets. I will ensure that any Approved Open Source Contribution does not contain any patentable inventions claimed by the Company. I have attached hereto, as ***Exhibit E***, a list describing all of the Open Source projects that I am currently a member of or contribute any information, source code, ideas, or documentation to. I acknowledge that I have no authority to contribute, release, or make publicly available any Open Source software on behalf of the Company without prior written authorization of the Company. The foregoing will not apply to contributions the Company elects to make directly to Open Source projects, even where such contributions are authored or facilitated by me.



(d) **Standards Organizations.** I agree that I will not join, participate in, execute any agreement for, communicate with, or contribute to any standards organization or standards setting organization (for example, W3C, IETF, OASIS) ("**SSO**"), without the written permission of the Company. I acknowledge that I have no authority to contribute, release, or make publicly available any information, source code, ideas, specifications, inventions, or documentation to an SSO on behalf of the Company unless I receive prior written permission from the Company to do so. I agree that if I have been given written permission to contribute to an SSO, I will only make contributions that are within the scope of the Company's approval. I have attached hereto, as part of ***Exhibit E***, a list describing all of the SSOs that I am currently a member of or contribute any information, source code, ideas, specifications, inventions, or documentation to, prior to the commencement of the Relationship.

(e) **Patent and Copyright and Other Intellectual Property Rights.** I agree to assist Facebook, or its designee, at its expense, in every proper way to secure Facebook's, or its designee's, rights in the Inventions and Confidential Information and any copyrights, patents, trademarks, mask work rights, moral rights, domain name rights or other intellectual property rights relating thereto in any and all countries, including (i) the disclosure to Facebook or its designee of all pertinent information and data with respect thereto, and (ii) the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which Facebook or its designee shall deem necessary (a) in order to apply for, obtain, maintain and transfer such rights, or if not transferable, for me to waive such rights, and (b) in order to assign and convey to Facebook or its designee, and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, Confidential Information and any copyrights, patents, trademarks, mask works, domain name rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of the Relationship until the expiration of the last such intellectual property right to expire in any country of the world. If Facebook or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works, domain names or other registrations covering Inventions or original works of authorship assigned to Facebook or its designee as above, then I hereby irrevocably designate and appoint Facebook and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, trademark, mask work, domain name or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to Facebook or its designee any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to Facebook or such designee.

6. **Use & Return of Company Property and Documents.**

(a) **No Privacy in Use.** I acknowledge and agree that I have no expectation of privacy with respect to my use of the Company's telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages, voice messages and text messages), even if I am allowed to secure any of them by way of personally-selected passwords, and that my activity and any files or messages on or using any of those systems may be monitored at any time by the Company without notice. I further agree that the Company's premises, any property situated on the Company's premises including, but not limited to, disks and other storage media, filing cabinets, closets, desks and other work areas, and any items of personal property I may bring onto Company premises, even if I am allowed to secure them by a personally provided lock or personally selected code, are subject to search and inspection by Company personnel at any time without advance notice, and I shall not have any expectation of privacy in my use of Company premises or any Company property.

(b) **Return of Company Property and Documents.** I agree that, at any time during the Relationship as may be requested by the Company and at the time the Relationship terminates, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or items of property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship, or otherwise belonging to the Company, its successors or assigns. In addition, at the time the Relationship terminates, I agree I shall sign and deliver the ***Termination Certification*** attached hereto as ***Exhibit D*** attesting to my compliance with this Agreement; however, my failure to sign and deliver the



Termination Certificate shall in no way diminish my continuing obligations under this Agreement. This provision does not apply, however, to such items that I have provided to any Regulator or any other regulatory or enforcement authority.

7. **Cooperation.** I agree that, at any time after the Relationship terminates as may be requested by the Company, I will make myself reasonably available to the Company to: (1) respond to requests by the Company for information pertaining to or relating to the Company and/or its current or future parent companies, subsidiaries, affiliates, partners, directors, officers, agents or employees that may be within my knowledge; and (2) cooperate fully and truthfully with the Company in connection with any and all existing or future litigation, claims or investigations brought by or against the Company or any of its current or future parent companies, subsidiaries, affiliates, partners, directors, officers, agents or employees, whether administrative, civil or criminal in nature, in which and to the extent the Company deems my cooperation necessary.

8. **Notification to Other Parties.** In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

9. **Non-Solicitation of Company Employee & Consultants, Clients & Customers.**

(a) **Company Employees & Consultants.** I agree that during the period of the Relationship, and for twenty-four (24) months immediately following the termination of the Relationship, I shall not, directly or indirectly, on behalf of myself or any other person or entity, solicit, induce, recruit or encourage, or attempt to solicit, induce, recruit, encourage, any of the Company's employees or consultants, to terminate or reduce their relationship with the Company, and I shall not otherwise directly or indirectly interfere or attempt to interfere with the Company's relationship with its employees or consultants.

(b) **Company Clients & Customers.** Subject to Section 4(d) above, I agree that during the period of the Relationship and at all times following the termination of the Relationship, I shall not use or disclose any Confidential Information or Third Party Information (i) to encourage or attempt to encourage any of the Company's clients or customers to terminate or reduce their business relationship with the Company, (ii) to discourage or attempt to discourage such clients or customer from purchasing Company products or services, or (iii) to otherwise interfere with or negatively impact the business relationship the Company has with any of its clients or customers.

10. **Likeness Use and Consent.** I consent and give Facebook and its licensees, legal agents, and representatives (collectively, "**Facebook Agents**") the absolute, irrevocable and perpetual right and permission throughout the universe to photograph, film, record, edit, mix, use, print, reproduce, exhibit, display, publish, perform, transmit, disseminate, market, lease, license, transfer, modify, sell, make derivative works of and/or otherwise exploit (collectively, "**Use**") my name, user name, likeness, appearance picture, portrait, photograph, image, voice, sounds, performance and personal attributes, which are taken, captured or recorded during the term of my employment with Facebook (collectively, "**Likeness**"), in whole or in part, and to use my name, user name, age, and/or city and state of residence to attribute such Likeness to me, in all forms of media, broadcast, exhibition, display, performance or distribution, whether alone or with other productions, whether now known or later developed, and in all manners, including written extractions, composite or distorted representations.

I am fully aware of and consent to the Use of my Likeness for the production of or use in a television show, documentary, commercial, promotional video, Internet production, screenshot, image or any other type of visual and/or audio advertising, promotion material or production (a "**Production**"). I acknowledge that Facebook Agents shall exclusively own all such Productions, derivative works and proceeds, and I have no ownership rights therein. I am fully aware that such Productions will be used, in whole or in part, for advertising, promotions, marketing, and any other lawful purpose whatsoever.

I waive any right to inspect or approve drafts or the final version(s) of any Production, including any written copy produced in connection with any Production, and any right that I may have to control the use of any Production. I hereby release Facebook Agents from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the making, processing,



duplication, displaying or distribution of the Productions.

To the fullest extent allowed by law, I hereby release, discharge and agree to defend, indemnify and hold harmless Facebook Agents from all claims, causes of action, damages, losses and liability of any kind, now known or unknown, in law or in equity, based upon, arising out of or resulting from my participation in any Production, including without limitation, personal injury, property damage, death, defamation, unauthorized use of name or likeness, privacy right, right of publicity, trademark, copyright or any other intellectual property, or moral right (including "droits morale"). I represent and warrant that I have full, unrestricted right to agree to this provision, participate in the Productions and Use any materials that I present or include in the Productions. I further represent that participation and Use of such materials will not infringe or conflict with the rights of any third party; and that no other authorization to Use my Likeness or such materials is necessary. I hereby grant Facebook Agents full, unrestricted right to Use such materials in its Productions, and agree to defend, indemnify and hold harmless Facebook Agents from and against any liability for the use and distribution of such materials.

11. **Representations and Covenants General Provisions.**

(a) **Facilitation of Agreement.** I agree during the term of the Relationship and for a reasonable amount of time thereafter to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **No Conflicts.** I represent that neither my employment with the Company nor the performance of my obligations under this Agreement breaches any pre-existing agreement, or any agreement I will enter into with any third party including, without limitation, any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to the Relationship. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(d) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(e) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(f) **Survival.** The provisions of this Agreement shall survive termination of the Relationship, and any assignment of this Agreement by the Company to any successor in interest or other assignee.

(g) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(h) **Knowing & Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand them, that I am agreeing to voluntarily accept such provisions, and that I will fully and faithfully comply with such provisions. I ALSO ACKNOWLEDGE THAT, PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL ABOUT THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(i) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matters hereof. No representation or promise regarding any of the subject



matters of this Agreement has been made to me by the Company or any apparent representative of the Company, that (i) is contrary to any provision of this Agreement, or (ii) is not expressly written in this Agreement. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by me and a corporate officer of the Company

[Signature Page Follows]



The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

EMPLOYEE:

Facebook, Inc.

Andy Wang, an Individual:

By:

A handwritten signature in black ink, appearing to read "Miranda Kalinowski".

A handwritten signature in blue ink, appearing to read "Andy Wang".

Andy Wang (Nov 13, 2016)

Signature

Name: Miranda Kalinowski

Andy Wang

Title: VP, Global Recruiting

Date: November 10, 2016

Date: Nov 13, 2016

Address: **1 HACKER WAY**

Address: 8323 Yaupon Drive

MENLO PARK, CA 94025

Austin, TX 78759



EXHIBIT A

LIST OF PRIOR OBLIGATIONS UNDER SECTION 4(b)

Title	Date	Identifying Number or Brief Description
--------------	-------------	--



EXHIBIT B

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 5**

Title	Date	Identifying Number or Brief Description
--------------	-------------	--



EXHIBIT C

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.



EXHIBIT D

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Facebook, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company"). This certification does not apply, however, to items that I have provided to any Regulator or any other regulatory or enforcement authority.

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

Subject to Section 4(d) of the Company's Confidential Information and Invention Assignment Agreement, I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, or non-public information relating to the Company's financial position.

I further agree that for twenty-four (24) months from the date of this Certificate, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, I shall not at any time use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or use Confidential Information to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

(Employee's Signature)

(Type/Print Employee's Name)

Date:



EXHIBIT E

**LIST OF ALL OPEN SOURCE PROJECTS TO WHICH YOU CONTRIBUTE
(PER SECTION 5(c)(2))**

Name Of Project

Website

LIST OF ALL STANDARDS ORGANIZATIONS THAT YOU ARE A MEMBER OF OR CONTRIBUTE TO

Name Of Standards Organization

Website



Attachment B

Mutual Arbitration Agreement and Class Action Waiver

This Mutual Arbitration Agreement (“Agreement”) is entered into between Facebook, Inc. and its current or future parents, subsidiaries, affiliates, successors and assigns (collectively, “Employer”) and the employee named below (“Employee”).

Claims Covered by the Agreement

Employer and Employee agree to arbitrate before a neutral arbitrator any and all existing or future disputes or claims between Employee and Employer, that arise out of or relate to Employee’s recruitment, employment or separation from employment with Employer, including claims involving any current or former officer, director, shareholder, agent or employee of Employer, whether the disputes or claims arise under common law, or in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following claims:

- claims for fraud, promissory estoppel, fraudulent inducement of contract or breach of contract or contractual obligation;
- claims for wrongful termination of employment, violation of public policy, constructive discharge, infliction of emotional distress, misrepresentation, conversion, embezzlement, interference with contract or prospective economic advantage, defamation, unfair business practices, and any other tort or tort-like causes of action relating to or arising from the employment relationship or termination thereof;
- claims for discrimination, harassment or retaliation, whether on the basis of age, sex, race, national origin, religion, disability or any other unlawful basis, under any and all federal, state, or municipal statutes, regulations, ordinances or common law, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, and including claims under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Section 1981 of the Civil Rights Act, and the Worker Adjustment and Retraining Notification Act.
- claims for non-payment, incorrect payment, or overpayment of wages, commissions, bonuses, severance, and employee fringe benefits, stock options, stock grants and the like, whether such claims be pursuant to alleged express or implied contract or obligation, equity, or any federal, state, or municipal laws concerning wages, compensation or employee benefits, claims of failure to pay wages for all hours worked, failure to pay overtime, failure to pay wages due on termination, failure to provide accurate, itemized wage statements, entitlement to waiting time penalties and/or any other claims involving employee compensation issues.
- claims arising out of or relating to the grant, exercise, vesting and/or issuance of equity in the Company or options to purchase equity in the Company.

Claims Not Covered by the Agreement

Notwithstanding the above, we agree that the following disputes and claims are not covered by this Agreement and shall therefore be resolved in any appropriate forum as required by the laws then in effect:

- claims for workers’ compensation benefits, unemployment insurance, or state or federal disability insurance;
- claims for temporary or preliminary injunctive relief (including a temporary restraining order) in aid of arbitration or to maintain the status quo pending arbitration, in a court of competent jurisdiction in accordance with applicable law;
- claims relating to Employer’s or Employee’s intellectual property;
- any other dispute or claim that has been expressly excluded from arbitration by statute.



Nothing in this Agreement should be interpreted as restricting or prohibiting the Employee from filing a charge or complaint with the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency charged with investigating and/or prosecuting complaints under any applicable federal, state or municipal law or regulation (except that the parties acknowledge that the Employee may not recover any monetary benefits in connection with any such claim, charge or proceeding). A federal, state, or local agency would also be entitled to investigate the charge in accordance with applicable law. However, any dispute or claim that is covered by this Agreement but not resolved through the federal, state, or local agency proceedings must be submitted to arbitration in accordance with this Agreement.

Time To File Claims

We understand and agree that any demand for arbitration by either the Employee or Employer shall be filed within the statute of limitation that is applicable to the claim(s) upon which arbitration is sought or required. Any failure to demand arbitration within this time frame and according to these rules shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration.

Class Action or Collective Action Waiver

To the extent permitted by law, all covered claims under this Agreement must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding. No claims may be brought or maintained on a class or collective basis either in court or in arbitration. All such claims will be decided on an individual basis in arbitration pursuant to this Agreement. The Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate as a plaintiff, claimant or member in a class action or collective action, regardless of whether the action is filed in arbitration or in court. Claims may not be joined or consolidated in arbitration with disputes brought by other individual(s), unless agreed to in writing by all parties.

Any issue concerning the validity of this class action or collective action waiver must be decided by a Court and an arbitrator shall not have authority to consider the issue of the validity of this waiver. If for any reason this class action or collective action waiver is found to be unenforceable, the class action or collective action claim may only be heard in court and may not be arbitrated. The arbitrator shall not have authority to hear or decide class or collective actions. The arbitrator's authority to resolve disputes and make awards under this Agreement is limited to disputes between: (i) Employee and Employer; and (ii) Employee and any current or former officers, directors, employees or agents of Employer, if such individual is sued for conduct arising out of his or her employment. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Final and Binding Arbitration

WE UNDERSTAND AND AGREE THAT THE ARBITRATION OF DISPUTES AND CLAIMS UNDER THIS AGREEMENT SHALL BE INSTEAD OF A COURT TRIAL BEFORE A JUDGE AND/OR A JURY. We understand and agree that, by signing this Agreement, we are expressly waiving any and all rights to a trial before a judge and/or a jury regarding any disputes and claims which we now have or which we may in the future have that are subject to arbitration under this Agreement. We also understand and agree that the arbitrator's decision will be final and binding on both Employer and Employee, subject to review on the grounds set forth in the Federal Arbitration Act ("FAA").

Arbitration Procedures

We understand and agree that the arbitration shall be conducted in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA"), including its Optional Rules for Emergency Measures of Protection, to the extent not inconsistent with the terms of this Agreement; provided, however, that the Arbitrator shall allow the discovery authorized under the Federal Rules of Civil Procedure or any other discovery required by state law in arbitration proceedings. Also, to the extent that any of the National Rules for



the Resolution of Employment Disputes or anything in this Agreement conflicts with any arbitration procedures required by law, the arbitration procedures required by law shall govern. Employee and Employer also agree that nothing in this Agreement relieves either of them from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party.

Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

The Arbitrator shall render a written award and opinion. The written award and opinion shall be confidential and not available to the public.

Either party shall have the right, within 20 days of issuance of the Arbitrator's opinion, to file with the Arbitrator a motion to reconsider (accompanied by a supporting brief), and the other party shall have 20 days from the date of the motion to respond. The Arbitrator thereupon shall reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by this Agreement) shall then be final and conclusive upon the parties.

The National Rules for the Resolution of Employment Disputes of the AAA may be found on the Internet at www.adr.org. A printed copy of these rules is also available upon request.

Place of Arbitration

We understand and agree that the arbitration shall take place in the county in which the Employee worked at the time the arbitrable dispute or claim arose, unless the parties agree to another mutually convenient location.

Governing Law

We understand and agree that this is an agreement governed by the Federal Arbitration Act ("FAA"). To the extent not inconsistent with the FAA, this Agreement and its interpretation, validity, construction, enforcement and performance, as well as disputes and/or claims arising under this Agreement, shall be governed by the law of the state where Employee works or worked at the time the arbitrable dispute or claim arose.

Costs of Arbitration

We understand and agree that to the extent required by law Employer will bear the arbitrator's fee and any other type of expense or cost that the Employee would not be required to bear if the dispute or claim was brought in court, as well as any other expense or cost that is unique to arbitration. If Employee is the party initiating the claim, Employee is responsible for contributing an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which Employee is (or was last) employed by Employer. Employer and Employee shall each pay their own attorneys' fees incurred in connection with the arbitration, and the arbitrator will not have authority to award attorneys' fees unless a statute or contract at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees as required or permitted by applicable law. If there is a dispute as to whether Employer or Employee is the prevailing party in the arbitration, the Arbitrator will decide this issue.

Severability

We understand and agree that if any term or portion of this Agreement (other than the class action or collective action waiver) shall, for any reason, be declared by a Court of competent jurisdiction to be invalid or unenforceable or to be contrary to public policy or any law, such a decision shall only be binding in the jurisdiction in which the decision was made. In addition, the remainder of this Agreement shall not be affected by such invalidity or



unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

We understand and agree that this Agreement contains the complete agreement between Employer and Employee regarding the subject of arbitration of disputes, except for any arbitration agreement in connection with any benefit plan; that it supersedes any and all prior representations and agreements between us, if any; and that it may be modified only in a writing, expressly referencing this Agreement and Employee by full name, and signed by the Employee and the General Counsel.

Not A Contract of Employment

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the “at-will” status of Employee’s employment.

[THIS SPACE INTENTIONALLY LEFT BLANK]



CONSIDERATION

We understand that arbitration is a speedy, cost-effective procedure for resolving disputes and have entered into this Agreement in the anticipation of gaining the benefit of this dispute resolution procedure. This Agreement is supported by the parties' mutual promises to submit any claims they may have against the other which are covered by this Agreement to final and binding arbitration, rather than to have them decided in court before a judge or jury. Employee has also entered into this Agreement as a term of Employee's employment with the Company.

Knowing and Voluntary Agreement

WE UNDERSTAND AND AGREE THAT WE HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF OUR OWN CHOOSING BEFORE SIGNING THIS AGREEMENT, AND WE HAVE HAD AN OPPORTUNITY TO DO SO. WE AGREE THAT WE HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND THAT BY SIGNING IT, WE ARE WAIVING ALL RIGHTS TO A TRIAL OR HEARING BEFORE A JUDGE, A JURY OF ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT.

Date: November 10, 2016


Employee Signature

Andy Wang
Employee Name (Please Print)

Facebook, Inc.



Date: November 10, 2016

By: Miranda Kalinowski

Title: VP, Global Recruiting