

FORM - CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of Facebook Ireland Limited (the “Client” or “Facebook”) or in the future any of its current or future parent companies, subsidiaries, affiliates, successors or assigns (collectively, including the Client, the “Client Group Company”) assignment to the Client Group Company’s offices and Confidential Information (as defined below) in connection with my employment with Telnet Services Limited (“Employer”), I hereby sign this ***Confidential Information and Invention Assignment Agreement*** (“Agreement”), thereby agreeing to the following:

1. **Relationship.** Pursuant to my agreement with Employer, Employer is my sole employer for all compensation, benefits and any other remuneration I am to receive for the services I provide to Employer. In furtherance of the purposes of this Agreement to protect the Confidential Information of the Client Group Company, I agree that during the term of my assignment by Employer to work on site at the Client or any Client Group Company to perform duties for Employer (the “Relationship”), I will not engage in any business activity that is in any way competitive with the business or proposed business of the Client Group Company. If I was previously assigned or am assigned in the future by Employer to work at any Client Group Company, to the extent a separate Confidential Information and Invention Assignment Agreement was or is not entered into in relation to such assignment, “Relationship” shall also refer to any such assignment and “Client” shall also refer to such Client Group Company.
2. **Confidential Information.**
 - a. **Client Group Company Information.** I agree at all times during the term of my Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Client Group Company solely to the extent necessary to perform my obligations under the Relationship, or disclose to any other person, firm, corporation or other entity any Confidential Information that I create, receive or otherwise learn about in the course of the Relationship. The only exceptions to this prohibition are that I may use and disclose Confidential Information (1) for the sole benefit of the Client Group Company and only to the extent absolutely necessary for me to provide services to the Client under and during the Relationship; or (2) only to the extent I have received express written pre-authorization via an agreement to permit a specific disclosure/use signed by a member of the Facebook, Inc. Board of Directors or by a Senior Corporate Officer of Facebook, Inc. I further agree that I shall not remove any Confidential Information from Client Group Company premises, nor shall I make copies, excerpts or summaries of Confidential Information except as necessary to perform services under the Relationship. 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 Client Group 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 Client Group 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 Client Group Company’s financial position or budgets disclosed to me by the Client Group 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 Client Group Company’s business, which is either information not known by actual or potential competitors of the Client Group Company or other third parties not under confidentiality obligations to the Client Group Company, or is otherwise proprietary information of the Client Group 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 Client Group Company, use in connection with performing my services or induce the Client Group 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 customer's 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 work on site at the Client to perform duties for Employer 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 Client Group Company has received and in the future will receive confidential or proprietary information from non-employee third parties subject to a duty on the Client Group Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes, consistent with the Client Group 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.

3. **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 Client Group Company's businesses, products or research and development, and which are not assigned to Facebook, Inc. 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 Client Group 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 Facebook, Inc. Whether or not I give such notice, Client Group 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 Client Group Company product, process or machine. I understand and agree that it is my responsibility, and solely my responsibility, to ensure that any such Prior Inventions that I incorporate into a Client Group Company product, process and/or machine can indeed be incorporated therein, that such incorporation does not violate any commitments made by me to any third parties or rights otherwise held by any third parties, and that any rights stipulated in this provision to be granted to Client Group Company can indeed be granted to Client Group Company, notwithstanding any other joint owners of such Prior Inventions. In addition, I understand and agree that I will not incorporate into any Client Group Company product, process and/or machine any inventions, original works of authorship, developments, concepts, discovers, processes, computer programs, know-how, ideas, methodologies, improvements, and trade secrets that I do not own or that I have no right to license under the same terms and conditions as the license to Prior Inventions herein. I also understand and agree that I shall indemnify Client Group Company against any costs or damages, etc. that may arise if I do not ascertain any such rights to be granted under this provision or otherwise fail to meet my obligations under this provision, including any claims for royalties or damages from third parties resulting from my violation of this provision.

b. **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Client, will hold in trust for the sole right and benefit of Facebook, Inc., and hereby assign to Facebook, Inc., 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 3(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 Facebook, Inc. without any remuneration beyond that provided to me by Employer for services I provide to the Client due to the Relationship; and, further, to the extent any Inventions are not “works made for hire”, then I hereby grant and assign to Facebook, Inc. all right, title and interest I may have in such Invention without any additional remuneration beyond that provided to me by Employer for services I provide to the Client due to the Relationship. I understand this means that such Inventions shall be owned exclusively by Facebook, Inc. 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**

- i. **Nonassignable Inventions.** I understand that the assignment provisions of Section 3(b) shall not require assignment of any Invention that, pursuant to applicable law, is not subject to compelled assignment (“**Specific Inventions Law**”). In addition to any Inventions excluded from compelled Assignment under any applicable Specific Inventions Law, 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 and all 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 Client Group Company or Third Party Information; (c) do not relate, at the time conceived or reduced to practice, to the Client Group Company’s business or its actual or demonstrably anticipated research or development; and (d) do not result from any service provided or work performed by me for the Client 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 Facebook, Inc. 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 Facebook, Inc. in writing which of such Inventions I believe fully qualifies for protection under a Specific Inventions Law and provide to Facebook, Inc. in writing all evidence to substantiate that belief.
- ii. **Open Source Code.** Notwithstanding the intellectual property assignment or ownership provision in Section 3(b) of this Agreement, the Client 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 Facebook, Inc. a Facebook, Inc.-designated open source form that confirms that the source code does not contain information that falls outside an applicable Specific Inventions Law that the Client Group 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 Facebook, Inc. 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 Client Group Company, and I will not name the Client Group 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 Client Group Company's name. I will ensure that any Approved Open Source Contribution does not contain or disclose any Client Group Company trade secrets. I will ensure that any Approved Open Source Contribution does not contain any patentable inventions claimed by the Client Group Company. I have attached hereto, as ***Exhibit C***, 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 Client Group Company without prior written authorization of Facebook, Inc. The foregoing will not apply to contributions the Client Group 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 Facebook, Inc. 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 Client Group Company unless I receive prior written permission from Facebook, Inc. 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 Facebook, Inc.'s approval. I have attached hereto, as part of ***Exhibit C***, 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, Copyright and Other Intellectual Property Rights.** I agree to assist the Client Group Company, or its designee, at its expense, in every proper way to secure the Client Group Company'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 the Client Group Company 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 Client Group Company 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 the Client Group Company 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 the Client Group Company 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 the Client Group Company or its designee as above, then I hereby irrevocably designate and appoint Facebook, Inc. 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, Inc. 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 the Client Group Company or such designee.

4. **Non-Solicitation of Client Group Company Employees & Consultants, Clients & Customers.**

- a. **Client Group Company Employees & Consultants.** I agree that during the period of the Relationship, and for twelve (12) 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 Client Group Company's employees or consultants, who became known to me or with whom I interacted during the period of the Relationship, to terminate or reduce their relationship with the Client Group Company, and I shall not otherwise directly or indirectly interfere or attempt to interfere with the Client Group Company's relationship with its employees or consultants.
- b. **Client Group Company Clients & Customers.** 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 Client Group Company's clients or customers to terminate or reduce their business relationship with the Client Group Company, (ii) to discourage or attempt to discourage such clients or customer from purchasing Client Group Company products or services, or (iii) to otherwise interfere with or negatively impact the business relationship the Client Group Company has with any of its clients or customers.

5. **Cooperation.** I agree that, at any time after the Relationship terminates as may be requested by the Client Group Company, I will make myself reasonably available to the Client Group Company to: (1) respond to requests by the Client Group Company for information pertaining to or relating to the Client Group 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 Client Group Company in connection with any and all existing or future litigation, claims or investigations brought by or against the Client Group 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 Client Group Company deems my cooperation necessary.

6. **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 Client's written request to do so.
- b. **No Conflicts.** I represent that neither my assignment by Employer to work on site at the Client to perform duties for Employer 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 New Zealand without giving effect to the principles of conflict of laws, and any dispute that cannot be resolved by the parties shall be submitted to the exclusive jurisdiction of the courts of New Zealand.
- 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 Client, 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 Client to any successor in interest or other assignee.
- g. **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Client Group Company irreparable harm, and therefore agree that the Client or its designee 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 Client Group 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 Client 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 Client, Employer or any apparent representative of either of them, 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 Client.
- j. **Translation.** In case of any questions or disputes regarding interpretation of this Agreement resulting from its translation, the English version shall govern exclusively.

Printed Name

Signature

Date: _____

Address: _____
