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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**Facebook, Inc.**  
(Exact Name of Registrant as Specified in Its Charter)

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Delaware  
(State or Other Jurisdiction  
of Incorporation or Organization)

20-1665019  
(I.R.S. Employer  
Identification No.)

Facebook, Inc.  
1601 Willow Road  
Menlo Park, California 94025  
(650) 543-4800

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Non-Plan Restricted Stock Unit Awards  
(Full Title of the Plan)

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David M. Wehner  
Chief Financial Officer  
Facebook, Inc.  
1601 Willow Road  
Menlo Park, California 94025  
(650) 543-4800

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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*Copies to:*

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Jeffrey R. Vetter, Esq.  
James D. Evans, Esq.  
Fenwick & West LLP  
801 California Street  
Mountain View, California 94041  
(650) 988-8500

Colin S. Stretch, Esq.  
David W. Kling, Esq.  
Michael L. Johnson, Esq.  
Facebook, Inc.  
1601 Willow Road  
Menlo Park, California 94025  
(650) 543-4800

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Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

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# CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A common stock, \$0.000006 par value per share				
—Non-Plan Restricted Stock Unit Awards	37,475,271 (2)	\$76.56 (3)	\$2,869,106,748	\$333,391
<b>TOTAL</b>	<b>37,475,271</b>		\$2,869,106,748	\$333,391

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended, this Registration Statement shall also cover any additional shares of the Registrant's Class A common stock that become issuable under the Non-Plan Restricted Stock Unit Awards by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration that results in an increase in the number of the outstanding shares of the Registrant's Class A common stock.
- (2) Represents shares of Class A common stock issuable upon settlement of Non-Plan Restricted Stock Unit Awards.
- (3) Estimated in accordance with Rules 457(c) and (h) solely for the purpose of calculating the registration fee based on the average of the high and low prices of the Registrant's Class A common stock as reported on the Nasdaq Global Select Market on October 2, 2014.

## **PART I**

### **Information Required in the Section 10(a) Prospectus**

The information called for by Part I of Form S-8 is omitted from this Registration Statement in accordance with Rule 428 of the Securities Act of 1933, as amended (the "Securities Act"), and the instructions to Form S-8. In accordance with the rules and regulations of the Securities and Exchange Commission (the "Commission") and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424.

## PART II

### Information Required in the Registration Statement

#### **Item 3. Incorporation of Documents by Reference.**

The following documents filed by the Registrant with the Commission pursuant to the Securities Act, and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference:

- (a) the Registrant's Annual Report on Form 10-K for the year ended December 31, 2013, filed with the Commission on January 31, 2014, including portions of the Registrant's proxy statement from the Registrant's 2014 Annual Meeting of Stockholders held on May 22, 2014 to the extent incorporated by reference into the Registrant's Annual Report on Form 10-K;
- (b) all other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant's Annual Report referred to in (a) above; and
- (c) the description of the Registrant's Class A common stock contained in the Registrant's Registration Statement on Form 8-A (Registration No. 001-35551) filed with the Commission on May 14, 2012, including any amendments or reports filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities offered hereby have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such documents as set forth therein. Unless expressly incorporated into this Registration Statement, a report furnished on Form 8-K prior or subsequent to the filing of this Registration Statement shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement.

#### **Item 4. Description of Securities.**

Not applicable.

#### **Item 5. Interests of Named Experts and Counsel.**

As of the date of this Registration Statement, attorneys of Fenwick & West LLP beneficially own an aggregate of approximately 11,000 shares of the Registrant's capital stock.

#### **Item 6. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers under certain circumstances and subject to certain limitations. The terms of Section 145 of the Delaware General Corporation Law are sufficiently broad to permit indemnification under certain circumstances for liabilities, including reimbursement of expenses incurred, arising under the Securities Act.

As permitted by the Delaware General Corporation Law, the Registrant's restated certificate of incorporation contains provisions that eliminate the personal liability of its directors for monetary damages for any breach of fiduciary duties as a director, except liability for the following:

- any breach of the director's duty of loyalty to the Registrant or its stockholders;

- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- under Section 174 of the Delaware General Corporation Law (regarding unlawful dividends and stock purchases); or
- any transaction from which the director derived an improper personal benefit.

As permitted by the Delaware General Corporation Law, the Registrant's restated bylaws provide that:

- the Registrant is required to indemnify its directors and executive officers to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions;
- the Registrant may indemnify its other employees and agents as set forth in the Delaware General Corporation Law;
- the Registrant is required to advance expenses, as incurred, to its directors and executive officers in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions; and
- the rights conferred in the bylaws are not exclusive.

The Registrant has entered, and intends to continue to enter, into separate indemnification agreements with its directors and executive officers to provide these directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's restated certificate of incorporation and restated bylaws and to provide additional procedural protections. The indemnification provisions in the Registrant's restated certificate of incorporation, restated bylaws and the indemnification agreements entered into or to be entered into between the Registrant and each of its directors and executive officers may be sufficiently broad to permit indemnification of the Registrant's directors and executive officers for liabilities arising under the Securities Act.

The Registrant currently carries liability insurance for its directors and officers.

See also the undertakings set out in response to Item 9 hereof.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>			<u>Filing Date</u>	<u>Filed Herewith</u>
		<u>Form</u>	<u>File No.</u>	<u>Exhibit</u>		
4.1	Restated Certificate of Incorporation of the Registrant.	10-Q	001-35551	3.1	July 31, 2012	
4.2	Amended and Restated Bylaws of the Registrant.	10-Q	001-35551	3.2	July 31, 2012	
4.3	Form of Registrant's Class A common stock certificate.	S-1	333-179287	4.1	February 8, 2012	
5.1	Opinion of Fenwick & West LLP.					X
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.					X
23.2	Consent of Fenwick & West LLP (contained in Exhibit 5.1).					X
24.1	Power of Attorney (included on the signature page of this Registration Statement).					X
99.1	Form of Non-Plan Restricted Stock Unit Award Notice and Award Agreement.					X

**Item 9. Undertakings**

A. The undersigned Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*Provided, however,* that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Menlo Park, State of California, on this 6th day of October 2014.

### FACEBOOK, INC.

By: /s/ DAVID M. WEHNER

**David M. Wehner**

**Chief Financial Officer**

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officers and directors of the Registrant do hereby constitute and appoint David M. Wehner, Chief Financial Officer, and Colin S. Stretch, Vice President, General Counsel, and Secretary, and each of them, the lawful attorneys-in-fact and agents with full power and authority to do any and all acts and things and to execute any and all instruments that said attorneys and agents, and any one of them, determine may be necessary or advisable or required to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules or regulations or requirements of the Securities and Exchange Commission in connection with this Registration Statement. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this Registration Statement, to any and all amendments, both pre-effective and post-effective, and supplements to this Registration Statement, and to any and all instruments or documents filed as part of or in conjunction with this Registration Statement or amendments or supplements thereof, and each of the undersigned hereby ratifies and confirms that all said attorneys and agents, or any one of them, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this Power of Attorney as of the date indicated.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.



<b>Signature</b>	<b>Title</b>	<b>Date</b>
<hr/> /S/ MARK ZUCKERBERG <hr/> <b>Mark Zuckerberg</b>	Chairman and Chief Executive Officer ( <i>Principal Executive Officer</i> )	October 6, 2014
<hr/> /S/ DAVID M. WEHNER <hr/> <b>David M. Wehner</b>	Chief Financial Officer ( <i>Principal Financial Officer</i> )	October 6, 2014
<hr/> /S/ JAS ATHWAL <hr/> <b>Jas Athwal</b>	Chief Accounting Officer ( <i>Principal Accounting Officer</i> )	October 6, 2014
<hr/> <b>Marc L. Andreessen</b>	Director	
<hr/> /S/ ERSKINE B. BOWLES <hr/> <b>Erskine B. Bowles</b>	Director	October 3, 2014
<hr/> /S/ SUSAN D. DESMOND-HELLMAN <hr/> <b>Susan D. Desmond-Hellman</b>	Director	October 3, 2014
<hr/> /S/ DONALD E. GRAHAM <hr/> <b>Donald E. Graham</b>	Director	October 4, 2014
<hr/> <b>Reed Hastings</b>	Director	
<hr/> /S/ SHERYL K. SANDBERG <hr/> <b>Sheryl K. Sandberg</b>	Director	October 6, 2014
<hr/> /S/ PETER A. THIEL <hr/> <b>Peter A. Thiel</b>	Director	October 3, 2014

## EXHIBIT INDEX

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5.1	Opinion of Fenwick & West LLP.					X
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.					X
23.2	Consent of Fenwick & West LLP (contained in Exhibit 5.1).					X
24.1	Power of Attorney (included on the signature page of this Registration Statement).					X
99.1	Form of Non-Plan Restricted Stock Unit Award Notice and Award Agreement.					X



SILICON VALLEY 801 CALIFORNIA STREET MOUNTAIN VIEW, CA 94041  
TEL: 650.988.8500 FAX: 650.938.5200 WWW.FENWICK.COM

October 6, 2014

Facebook, Inc.  
1601 Willow Road  
Menlo Park, California 94025

Ladies and Gentlemen:

At your request, we have examined the Registration Statement on Form S-8 (the “**Registration Statement**”) to be filed by Facebook, Inc., a Delaware corporation (the “**Company**”), with the Securities and Exchange Commission (the “**Commission**”) on October 6, 2014 in connection with the registration under the Securities Act of 1933, as amended (the “**Securities Act**”), of an aggregate of 37,475,271 shares of the Company’s Class A Common Stock, \$0.000006 par value per share (the “**Class A Common Stock**”), that are reserved for issuance by the Company upon the settlement of non-plan restricted stock units (the “**Awards**”) pursuant to Non-Plan Restricted Stock Unit Award Notices and Award Agreements (the “**Award Agreements**”). In rendering this opinion, we have examined such matters of fact as we have deemed necessary in order to render the opinion set forth herein, which included examination of the following:

- (1) the Company’s Restated Certificate of Incorporation, certified by the Delaware Secretary of State on May 22, 2012 (the “**Certificate**”);
- (2) the Company’s Amended and Restated Bylaws, as certified to us as of the date hereof by an officer of the Company as being complete and in full force and effect as of the date hereof (the “**Bylaws**”);
- (3) the Registration Statement, together with the exhibits filed as a part thereof or incorporated therein by reference;
- (4) the prospectus prepared in connection with the Registration Statement (the “**Prospectus**”);
- (5) the Award Agreements;
- (6) minutes of meetings and actions by written consent of the Company’s Board of Directors (the “**Board**”) and the Company’s stockholders provided to us by the Company relating to the adoption, approval, authorization and/or ratification of (i) the Certificate, (ii) the Bylaws, (iii) the Awards and Award Agreements, and (iv) the filing of the Registration Statement, the reservation of the Class A Common Stock

for sale and issuance pursuant to the Awards, and the sale and issuance of the Class A Common Stock pursuant to the Awards;

- (7) the stock records of the Company that the Company has provided to us (consisting of a certificate from the Company's transfer agent, Computershare Trust Company, N.A., dated October 3, 2014, verifying the number of the Company's issued and outstanding shares of capital stock as of October 2, 2014, and a statement prepared by the Company as to the number of issued and outstanding restricted stock units, stock options and any additional shares of capital stock reserved for future issuance as of October 2, 2014);
- (8) a Certificate of Good Standing issued by the Secretary of State of the State of Delaware dated October 3, 2014, stating that the Company is in good standing and has a legal corporate existence under the laws of the State of Delaware (the "*Certificate of Good Standing*"); and
- (9) a management certificate addressed to us and dated of even date herewith executed by the Company containing certain factual representations (the "*Management Certificate*").

In our examination of documents for purposes of this opinion, we have assumed, and express no opinion as to, the genuineness of all signatures on original documents, the authenticity and completeness of all documents submitted to us as originals, the conformity to originals and completeness of all documents submitted to us as copies, the legal capacity of all persons or entities executing the same, the lack of any undisclosed termination, modification, waiver or amendment to any document reviewed by us, and the due authorization, execution and delivery of all documents where due authorization, execution and delivery are prerequisites to the effectiveness thereof.

The Company's capital stock is either certificated or uncertificated. We have assumed that certificates representing the Company's capital stock, if any, will be, when issued, properly signed by authorized officers or the Company or their agents. Furthermore, with respect to the Company's uncertificated capital stock, we assume that issued Class A Common Stock will not be reissued by the Company in uncertificated form until any previously issued stock certificate representing such issued Class A Common Stock has been surrendered to the Company in accordance with Section 158 of the Delaware General Corporation Law, and that the Company will properly register the transfer of the Class A Common Stock to the purchasers of such Class A Common Stock on the Company's record of uncertificated securities.

As to matters of fact relevant to this opinion, we have relied solely upon our examination of the documents referred to above and have assumed the current accuracy and completeness of the information obtained from the documents referred to above and the representations and warranties made by representatives of the Company to us, including but not limited to those set forth in the Management Certificate. We have made no independent investigation or other attempt to verify the accuracy of any of such information or to determine the existence or non-existence of any other factual matters.

We are admitted to practice law in the State of California, and we render this opinion only with respect to, and express no opinion herein concerning the application or effect of the laws of

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any jurisdiction other than, the existing laws of the United States of America, of the State of California and of the Delaware General Corporation Law and reported judicial decisions relating thereto.

In connection with our opinions expressed below, we have assumed that, at or prior to the time of the issuance, if not already outstanding, and the delivery of any shares of Class A Common Stock, the Registration Statement will have been declared effective under the Securities Act, that the shares of Class A Common Stock will have been registered under the Securities Act pursuant to the Registration Statement and that such registration will not have been modified or rescinded, and that there will not have occurred any change in law affecting the validity of the issuance of such shares of Class A Common Stock.

With respect to our opinion expressed in paragraph (1) below as to the valid existence and good standing of the Company under the laws of the State of Delaware, we have relied solely upon the Certificate of Good Standing and representations made to us by the Company in the Management Certificate.

In accordance with Section 95 of the American Law Institute's Restatement (Third) of the Law Governing Lawyers (2000), this opinion letter is to be interpreted in accordance with customary practices of lawyers rendering opinions to third parties in connection with the filing of a registration statement with the Commission of the type described herein.

Based upon the foregoing, it is our opinion that:

(1) The Company is a corporation validly existing, in good standing, under the laws of the State of Delaware; and

(2) The 37,475,271 shares of Class A Common Stock to be registered under the Registration Statement that may be issued and sold by the Company upon the settlement of the Awards, when issued, sold and delivered in accordance with the Award Agreements and in the manner and for the consideration stated in the Registration Statement and the Prospectus, will be validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us, if any, in the Registration Statement, the Prospectus constituting a part thereof and any amendments thereto. In rendering the opinions set forth above, we are opining only as to the specific legal issues expressly set forth therein, and no opinion shall be inferred as to any other matter or matters.

*[Concluding Paragraph Follows on Next Page]*

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This opinion is intended solely for use in connection with issuance and sale of shares of Class A Common Stock subject to the Registration Statement and is not to be relied upon for any other purpose. This opinion is rendered as of the date first written above and based solely on our understanding of facts in existence as of such date after the aforementioned examination. We assume no obligation to advise you of any fact, circumstance, event or change in the law or the facts that may hereafter be brought to our attention whether or not such occurrence would affect or modify any of the opinions expressed herein.

Very truly yours,

/s/ Fenwick & West LLP

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Non-Plan Restricted Stock Unit Awards of Facebook, Inc. of our reports dated January 31, 2014, with respect to the consolidated financial statements of Facebook, Inc. and the effectiveness of internal control over financial reporting of Facebook, Inc. included in its Annual Report (Form 10-K) for the year-ended December 31, 2013, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

San Francisco, California  
October 3, 2014

**FACEBOOK, INC.**  
**FORM OF NOTICE OF NON-PLAN RESTRICTED STOCK UNIT AWARD**  
**(INDUCEMENT RESTRICTED STOCK UNIT AWARD)**  
**GRANT NUMBER: {rs.rs\_number}**

The capitalized terms used but not otherwise defined herein shall have the same meanings as in the Facebook, Inc. (the "*Company*") 2012 Equity Incentive Plan (the "*Plan*").

**Name:** {participant.display\_name}

**Address:** {participant.mail\_country}

You ("*Participant*") have been granted an award of Non-Plan Restricted Stock Units ("*RSUs*") subject to the terms and conditions of this Notice of Non-Plan Restricted Stock Unit Award (the "*Notice*") and the attached Non-Plan Restricted Stock Unit Award Agreement (hereinafter "*RSU Agreement*"). This RSU award is not being granted under the terms of the Plan and is instead an inducement grant pursuant to Section 5635(c)(4) of The NASDAQ Stock Market Rules.

**Number of RSUs:** {rs.rs\_shares}

**Date of Grant:** {rs.rs\_date}

**Vesting Commencement Date:** {rs.rs\_vest\_commencement\_date}

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

**Vesting Schedule:** Subject to the limitations set forth in this Notice and the RSU Agreement, the RSUs will vest in accordance with the following schedule:  
{tranche\_shares}

**Additional Vesting Terms:**{insert additional terms}

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant acknowledges and agrees to the following:

Subject to the terms and conditions of Participant's offer letter agreement with WhatsApp dated October [•], 2014 (the "*Offer Letter Agreement*"), Participant agrees and acknowledges that in the event Participant's service status with the Company (or a Subsidiary or affiliate, as the case may be) changes: (i) the Vesting Schedule may change prospectively, or (ii) a portion of the award may be subject to forfeiture. Subject to the terms and conditions of the Offer Letter Agreement, any such changes or forfeiture will occur in accordance with Company policies including but not limited to policies relating to full- or part-time status, leaves of absence, work schedules, and vesting of awards.

Participant understands that Participant's employment or consulting relationship or service with the Company is for an unspecified duration, can be terminated at any time (i.e., is "at-will"), and that nothing in this Notice or the RSU Agreement changes the at-will nature of that relationship. Participant acknowledges that, subject to the terms of the Offer Letter Agreement, the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant. Participant also understands that this Notice is subject to the terms and conditions of the RSU Agreement, which is incorporated herein by reference. Participant has read the RSU Agreement. By accepting this RSU, Participant consents to the electronic delivery as set forth in the RSU Agreement.

[Signature Page Follows]



**PARTICIPANT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**FACEBOOK, INC.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Notice of Non-Plan Restricted Stock Unit Award]

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**FACEBOOK, INC.**  
**FORM OF NON-PLAN RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**(INDUCEMENT RESTRICTED STOCK UNIT AWARD)**

The capitalized terms used but not otherwise defined herein shall have the same meanings as in the Facebook, Inc. (the "**Company**") 2012 Equity Incentive Plan or the Notice of Non-Plan Restricted Stock Unit Award (the "**Notice**"), as applicable.

You ("**Participant**") have been granted Restricted Stock Units ("**RSUs**") subject to the terms, restrictions and conditions of the Notice and this Non-Plan Restricted Stock Unit Award Agreement (the "**Agreement**").

- 1. Settlement.** Settlement of RSUs shall be made within 30 days following the applicable date of vesting under the vesting schedule set forth in the Notice. Settlement of RSUs shall be in Shares.
  - 2. No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares. After Shares are issued to the Participant in settlement of vested RSUs, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares.
  - 3. Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.
  - 4. Non-Transferability of RSUs.** RSUs may not be transferred in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.
  - 5. Termination.** If Participant's service Terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate after giving effect to any applicable additional vesting terms set forth in the Notice. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.
  - 6. Withholding Taxes.** Prior to the settlement of Participant's RSUs, Participant shall pay or make adequate arrangements satisfactory to the Company to satisfy all withholding obligations of the Company. In this regard, Participant authorizes the Company to withhold all applicable withholding taxes legally payable by Participant from Participant's wages or other cash compensation paid to Participant by the Company. The Committee, in its sole discretion and pursuant to such procedures as it may specify from time to time and to limitations of local law, may require or permit Participant to satisfy such tax withholding obligation or any other tax liability legally due from the Participant, in whole or in part by (without limitation) (i) paying cash; or (ii) delivering to the Company already-owned Shares having a Fair Market Value equal to the minimum amount required to be withheld. With the Committee's consent, these arrangements may also include, if permissible under local law, (i) withholding Shares that otherwise would be issued to Participant when Participant's RSUs are settled, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amount; (ii) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization); or (iii) any other arrangement approved by the Committee. The Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the tax withholding as described in this section. The Fair Market Value of the Shares will be
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determined as of the date that the taxes are required to be withheld and such Shares will be valued based on the value of the actual trade or, if there is none, the Fair Market Value of the Shares as of the previous trading day.

**7. Acknowledgement.** The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the Offer Letter Agreement. Participant: (i) acknowledges receipt of a copy of the Agreement prospectus, (ii) represents that Participant has carefully read and is familiar with its provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Notice.

**8. Certificates.** All Shares or other securities, whether or not certificated, delivered upon settlement of the RSUs will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable U.S. federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted and any non-U.S. exchange controls or securities law restrictions to which the Shares are subject. The Company shall issue the Shares registered in the name of Participant, Participant's authorized assignee, or Participant's legal representative.

**9. Adjustment of Shares.** If the number of outstanding Shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then the number of Shares subject to the RSUs will be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with applicable securities laws; provided that fractions of a Share will not be issued.

**10. Corporate Transactions.** In the event of a Corporate Transaction any or all outstanding RSUs may be assumed or replaced by the successor corporation, which assumption or replacement shall be binding on the Participant. In the alternative, the successor corporation may substitute equivalent RSUs or provide substantially similar consideration to Participant as was provided to stockholders (after taking into account the existing provisions of the RSUs). In the event such successor or acquiring corporation (if any) refuses to assume, convert, replace or substitute the RSUs, as provided above, pursuant to a Corporate Transaction, then notwithstanding any other provision in the Notice and the Agreement to the contrary, the RSUs shall have their vesting accelerate as to all shares subject to the RSUs immediately prior to the Corporate Transaction unless otherwise determined by the Board and then such RSUs will terminate.

**11. Award Transfer Program.** Notwithstanding any contrary provision of the Notice or the Agreement, the Committee shall have all discretion and authority to determine and implement the terms and conditions of any Award Transfer Program and shall have the authority to amend the terms of the RSUs participating, or otherwise eligible to participate in, the Award Transfer Program, including (but not limited to) the authority to (i) amend (including to extend) the expiration date and/or forfeiture conditions of the RSUs; (ii) amend or remove any provisions of the RSUs relating to Participant's continued service to the Company; (iii) amend the adjustments to be implemented in the event of changes in the capitalization and other similar events with respect to the RSUs; and (iv) make such other changes to the terms of the RSUs as the Committee deems necessary or appropriate in its sole discretion.

**12. Escrow.** To enforce any restrictions on Participant's Shares, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates.

**13. Exchange and Buy-Out of RSUs.** Without prior stockholder approval the Committee may with the consent of the Participant, pay cash or issue new awards in exchange for the surrender and cancellation of any, or all, outstanding RSUs.

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**14. Administration** . This Agreement and the Notice shall be administered by the Committee or by the Board acting as the Committee. The Committee will have the authority to (i) construe and interpret the Notice and the Agreement; (ii) prescribe, amend and rescind rules and regulations relating to the RSUs; (iii) determine the Fair Market Value in good faith and interpret the applicable provisions in the Notice and this Agreement and the definition of Fair Market Value in connection with circumstances that impact the Fair Market Value; (iv) grant waivers of conditions subject to the RSUs; (v) correct any defect, supply any omission or reconcile any inconsistency in the Notice and the Agreement; (vi) determine whether the RSUs have been earned; (vii) determine the terms and conditions of any, and to institute any Exchange Program; and (viii) make all other determinations necessary or advisable for the administration of the Notice and the Agreement.

**15. Committee Interpretation and Discretion** . Any determination made by the Committee with respect to the RSUs shall be made in its sole discretion at any time, unless in contravention of any express term of the Notice and the Agreement, and such determination will be final and binding on the Company and the Participant. Any dispute regarding the interpretation of the Notice and the Agreement shall be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and the Participant.

**16. Minimum Share Reserve** . At all times the Company shall reserve and keep available a sufficient number of Shares as shall be required to satisfy the requirements of the RSUs.

**17. Insider Trading Policy** . Participant shall comply with any policy adopted by the Company from time to time covering transactions in the Company's securities by employees, officers and/or directors of the Company.

**18. Amendment of the Notice and Agreement** . The Board may at any time amend this Agreement in any respect; provided, however, that the Committee will not, without the approval of the Participant, amend this Agreement in any manner that impairs the rights of Participant.

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

**20. Compliance with Laws and Regulations** . The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer.

**21. Governing Law; Severability** . If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

**22. No Rights as Employee, Director or Consultant** . Nothing in the Notice or the Agreement will confer or be deemed to confer on Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent or Subsidiary of the Company, or affect in any manner whatsoever the right or

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power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause.

**23. Definitions.** As used in this Agreement, the following terms will have the following meanings:

" **Award Transfer Program** " means any program instituted by the Committee which would permit the Participant the opportunity to transfer the RSUs to a financial institution or other person or entity approved by the Committee.

" **Committee** " means the Compensation Committee of the Board or those persons to whom administration of the Notice and the Agreement has been delegated as permitted by law.

" **Exchange Program** " means a program pursuant to which outstanding RSUs are surrendered, cancelled or exchanged for cash, RSUs or a different award.

" **Fair Market Value** " means, as of any date, the value of a share of the Company's Common Stock determined as follows:

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

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

(c) if none of the foregoing is applicable, by the Board or the Committee in good faith.

" **Merger Agreement** " means that Agreement and Plan of Merger and Reorganization dated as of February 19, 2014, by and among the Company, WhatsApp and the other parties thereto, as amended from time to time.

" **Termination** " or " **Terminated** " means, for purposes of the Notice and the Agreement with respect to the Participant that the Participant has for any reason ceased to provide services as an employee, officer, director, consultant, independent contractor or advisor to the Company or a Parent or Subsidiary of the Company. An employee will not be deemed to have ceased to provide services in the case of (i) sick leave, (ii) military leave, or (iii) any other leave of absence approved by the Committee; provided, that such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute or unless provided otherwise pursuant to formal policy adopted from time to time by the Company and issued and promulgated to employees in writing. In the case the Participant is on an approved leave of absence, the Committee may make such provisions respecting suspension of vesting of the RSUs while on leave from the employ of the Company or a Parent or Subsidiary of the Company as it may deem appropriate, except that in no event may the RSUs be exercised after the expiration of the term set forth in the Notice and the Agreement. In the event of military leave, if required by applicable laws, vesting shall continue for the longest period that vesting continues under any other statutory or Company approved leave of absence and, upon Participant's returning from military leave (under conditions that would entitle him to protection upon such return under the Uniform Services Employment and Reemployment Rights Act), he shall be given vesting credit with respect to the RSUs to the same extent as would have applied had the Participant continued to provide services to the Company throughout the leave on the same terms as he was providing services immediately prior to such leave. Participant shall have terminated employment as of the date he ceases to be employed (regardless of whether the termination is in breach of local laws or is later

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found to be invalid) and employment shall not be extended by any notice period or garden leave mandated by local law. The Committee will have sole discretion to determine whether Participant has ceased to provide services for purposes of the Notice and the Agreement and the effective date on which the Participant ceased to provide services (the "**Termination Date**").

" **WhatsApp** " means WhatsApp Inc., a Delaware corporation, or any successor corporation .

By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Notice, this Agreement and the Offer Letter Agreement. Participant has reviewed the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Notice and this Agreement. Subject to Participant's rights under that certain Arbitration Agreement (Attachment B to the Offer Letter Agreement), Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address. By acceptance of this RSU, Participant consents to the electronic delivery of the Notice, this RSU Agreement, account statements, Agreement prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSU. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering this Agreement, the delivery of the document via e-mail or such other delivery determined at the Company's discretion.

[Signature Page Follows]

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**PARTICIPANT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**FACEBOOK, INC.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Non-Plan Restricted Stock Unit Award Agreement]