# Founders Agreement

This Founders Agreement (“**Founders Agreement**”) is made and entered into as of the of , 2017 ("**Effective Date**"), by and among [**Mark Zuckerberg**|](https://en.wikipedia.org/wiki/Mark_Zuckerberg) I.D. No. , with an address at

 St, Tel Aviv, Israel and [**Eduardo Saverin**](https://en.wikipedia.org/wiki/Eduardo_Saverin)| I.D. No. with an address at

 St, Palo Alto, California. Mark and Eduardo shall each be referred to as a “Founder” and together as “Founders”).

Whereas, it is the Founders' intention to incorporate a company ("Company"), which shall, amongst other lawful activities, offer an **online** [**social media**](https://en.wikipedia.org/wiki/Social_media) **and** [**social networking service**](https://en.wikipedia.org/wiki/Social_networking_service)aka ("**Facebook**"). **The platform/application will provide people the power to share and make the world more open and connected with friends and family, to discover what’s going on in the world, and to share and express what matters to them** ("**Primary Purpose**"); and Whereas the Founders wish to determine the respective Founders' rights, obligations and limitations, all of which shall govern the Founders' relationship of the Founders and as shareholders of the Company hereinafter with respect to the Primary Purpose and/or such other lawful activities as the Company may venture into, subject to and in accordance with the Agreement.

**Now, therefore,** in consideration of the mutual promises and covenants set forth herein, the Founders hereto agree as follows:

1. **Interpretation and Definitions**. For purposes of this Founders Agreement (including any and all exhibits, schedules and amendments made to or incorporated herein now or in the future), the capitalized terms hereunder shall have the following meaning:
	1. "**Board**" -
	2. “**Company**” –

# “Deferred Shares”

* 1. "**Intellectual Property Rights**" –
	2. "**IPO**" -
	3. "**M&A Transaction**" -
	4. "**Ordinary Shares**" -

# "Permitted Transferee" -

* 1. “**Shares**” -
	2. “**Transfer**” -
	3. "**Person**" –

# Incorporation Documents

1. **Capitalization**

|  |  |  |
| --- | --- | --- |
| **Name** | **Number of Ordinary Shares** | **Percentage** |
| [**Mark Zuckerberg**](https://en.wikipedia.org/wiki/Mark_Zuckerberg) | **50,000** | **50%** |
| [**Eduardo Saverin**](https://en.wikipedia.org/wiki/Eduardo_Saverin) | **50,000** | **50%** |

1. **Founders' Responsibilities**
	1. **Scope of Work**

**Reverse Vesting**

* 1. **Company Financing and Expenses**
1. **Founders Representations**
2. **Management of the Company**
	1. **Board**
	2. **Signatory Rights**

**Access and Visitation Rights**

1. **Preemptive Rights; Right of First Refusal; and No Sale**

**Preemptive Rights**

**Right of First Refusal**

**No Sale**

1. **Intellectual Property Rights Assignment**

**Proprietary Information and Confidentiality**

1. **Non-Competition**
2. **Pricing Right (Buy Me Buy You right**)

**Settlement of Conflicts**

**Governing Law and Jurisdiction; Remedies**

**Notices**

**Miscellaneous**

**In Witness Whereof**, the parties hereto have executed this Agreement upon the date first above written.

|  |  |  |
| --- | --- | --- |
| [**Mark Zuckerberg**](https://en.wikipedia.org/wiki/Mark_Zuckerberg) |  | [**Eduardo Saverin**](https://en.wikipedia.org/wiki/Eduardo_Saverin) |

# Schedule 4.3A

FOUNDER SHARE REPURCHASE AGREEMENT

This Founder Share Repurchase Agreement (the “**Agreement**”) is made as of , by and between, an israeli company (the “**Company**”), and. [**Mark Zuckerberg**](https://en.wikipedia.org/wiki/Mark_Zuckerberg) I.D. No. (the “**Founder**”).

WHEREAS, the Founder is a shareholder in the Company and holds, as of the date hereof, 50,000 Ordinary Shares, par value NIS 0.01 each, of the Company (the “**Shares**”);

WHEREAS, the Founder will be an employee of the Company pursuant to terms of the Employment Agreement (as defined below), which will conducted following the incorporation of the Company, whose contribution to the Company is considered by the Company to be important and valuable for its growth;

NOW, THEREFORE, in consideration of the mutual covenants and representations herein set forth, the Company and the Founder agree as follows:

1. **Definitions**

The following terms shall have the meanings ascribed to them below:

* 1. “**Employment Agreement**”
	2. “**Restricted Shares**”
	3. “**Employment**”.
	4. “**Termination Date**”
	5. “**Unrestricted Shares**”
1. **Stop-Transfer Orders**
2. **Repurchase Option; Adjustments**
3. **Release of Shares from Repurchase Option**
4. **Escrow of Shares**
5. **Rights as Shareholder**
6. **Adjustments**
7. **Miscellaneous**

**IN WITNESS WHEREOF,** the parties hereto have executed this Founder Share Repurchase Agreement as of the date first above written.

|  |  |  |
| --- | --- | --- |
| **FOUNDER** |  | **Facebook** |
| Name: |  | Name: |
|  |  | Title: CEO |