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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 or 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): November 3, 2026



Meta Platforms, Inc.
(Exact name of registrant as specified in its charter)

Delaware	001-35551	20-1665019
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1 Meta Way, Menlo Park, California 94025
(Address of principal executive offices and Zip Code)

(650) 543-4800
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.000006 par value	META	The Nasdaq Stock Market LLC
Depositary Shares, each representing a 1/20th interest in a share of 6.50% Series A Mandatory Convertible Preferred Stock, $0.000006 par value	METAM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01 Other Events.

U.S. Dollar-Denominated Notes Offering

On November 5, 2026, Meta Platforms, Inc. (the "Company") completed an offering of $3,250,000,000 aggregate principal amount of its 5.850% Senior Notes due 2031 (the "2031 Notes"), $3,250,000,000 aggregate principal amount of its 6.250% Senior Notes due 2033 (the "2033 Notes"), $4,000,000,000 aggregate principal amount of its 6.550% Senior Notes due 2036 (the "2036 Notes"), $1,750,000,000 aggregate principal amount of its 7.350% Senior Notes due 2046 (the "2046 Notes"), and $2,750,000,000 aggregate principal amount of its 7.500% Senior Notes due 2056 (the "2056 Notes" and, together with the 2031 Notes, the 2033 Notes, the 2036 Notes, and the 2046 Notes, the "USD Notes"). The offering of the USD Notes was made pursuant to the Company's Registration Statement on Form S-3 (File No. 333-295425), which Registration Statement relates to the offer and sale on a delayed basis from time to time of an indeterminate amount of the Company's debt securities. Further information concerning the USD Notes and related matters is set forth in the Company's Prospectus Supplement dated November 3, 2026, which was filed with the Securities and Exchange Commission on November 5, 2026.

In connection with the issuance of the USD Notes, the Company entered into an Underwriting Agreement dated as of November 3, 2026 (the "Underwriting Agreement") with Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, as representatives of the several underwriters listed in Schedule II to the Underwriting Agreement. The foregoing description of the Underwriting Agreement is qualified in its entirety by the terms of such agreement, a copy of which is attached hereto as Exhibit 1.1 and is incorporated by reference herein.

The USD Notes were issued pursuant to an Indenture with U.S. Bank Trust Company, National Association, as trustee, dated as of August 9, 2022 (the "Base Indenture"), as supplemented by the sixth supplemental indenture thereto, dated as of November 5, 2026 (the "Sixth Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). The Sixth Supplemental Indenture is attached hereto as Exhibit 4.1 and is incorporated by reference herein. The Base Indenture was previously incorporated by reference into the Registration Statement pursuant to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 9, 2022. The forms of the 2031 Notes, the 2033 Notes, the 2036 Notes, the 2046 Notes, and the 2056 Notes are attached hereto as Exhibits 4.2, 4.3, 4.4, 4.5, and 4.6, respectively, and are incorporated by reference herein.

The above description of the Underwriting Agreement, the Indenture, and the USD Notes does not purport to be complete and is qualified in its entirety by reference to the Underwriting Agreement, the Indenture, and the forms of USD Notes.

Full Exercise of Option to Purchase Additional Shares in the Common Stock Offering in Connection with Forward Sale Agreements

As previously reported in the Company's Current Report on Form 8-K filed on October 29, 2026 (the "Prior Form 8-K"), on October 26, 2026, the Company entered into (i) an underwriting agreement (the "Underwriting Agreement (Common Stock)") with Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, as representatives of the underwriters named therein (collectively, the "Underwriters"), Morgan Stanley Capital Services LLC and Goldman Sachs & Co. LLC, acting in their capacity as forward purchasers (the "Forward Purchasers"), and Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC as forward sellers (the "Forward Sellers"), relating to the registered public offering and sale of 40,000,000 shares of the Company's Class A common stock, par value $0.000006 per share ("Class A Common Stock"), and (ii) forward sale agreements (the "Forward Sale Agreements") with the Forward Purchasers relating to 40,000,000 shares of Class A Common Stock. Pursuant to the Underwriting Agreement (Common Stock), the Underwriters were also granted a 30-day option to purchase up to an additional 6,000,000 shares of Class A Common Stock.

On November 4, 2026, the Underwriters exercised in full their option to purchase the additional 6,000,000 shares of Class A Common Stock pursuant to the Underwriting Agreement (Common Stock) and, in connection therewith, the Company entered into additional forward sale agreements (the "Additional Forward Sale Agreements") with the Forward Purchasers relating to 6,000,000 shares of Class A Common Stock, on terms essentially similar to those contained in the Forward Sale Agreements.

The descriptions of the Underwriting Agreement (Common Stock), the Forward Sale Agreements and the Additional Forward Sale Agreements set forth above do not purport to be complete and are qualified in their respective entireties by reference to the terms and conditions of the Underwriting Agreement (Common Stock) and the Forward Sale Agreements, which are filed as Exhibits 1.2, 10.1 and 10.2, respectively, to the Prior Form 8-K, and the Additional Forward Sale Agreements, which are filed as Exhibits 10.1 and 10.2 hereto, and, in each case, incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
1.1	Underwriting Agreement, dated as of November 3, 2026, by and among Meta Platforms, Inc. and Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, as representatives of the several underwriters named in Schedule II therein.
4.1	Sixth Supplemental Indenture, dated as of November 5, 2026, by and between Meta Platforms, Inc. and U.S. Bank Trust Company, National Association, as trustee.
4.2	Form of Global Note representing the Company's 5.850% Senior Notes due 2031 (included in Exhibit 4.1).
4.3	Form of Global Note representing the Company's 6.250% Senior Notes due 2033 (included in Exhibit 4.1).
4.4	Form of Global Note representing the Company's 6.550% Senior Notes due 2036 (included in Exhibit 4.1).
4.5	Form of Global Note representing the Company's 7.350% Senior Notes due 2046 (included in Exhibit 4.1).
4.6	Form of Global Note representing the Company's 7.500% Senior Notes due 2056 (included in Exhibit 4.1).
5.1	Opinion of Davis Polk & Wardwell LLP.

10.1	Confirmation of Forward Sale Transaction, dated November 4, 2026, between the Company and Morgan Stanley Capital Services LLC, in its capacity as a Forward Purchaser.
10.2	Confirmation of Forward Sale Transaction, dated November 4, 2026, between the Company and Goldman Sachs & Co. LLC, in its capacity as a Forward Purchaser.
23.1	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1).
104	Cover Page Interactive Data File (Embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

META PLATFORMS, INC.

Date: November 5, 2026

By: /s/ Katherine R. Kelly
Name: Katherine R. Kelly
Title: Vice President and Corporate Secretary

Exhibit 1.1

EXECUTION VERSION

META PLATFORMS, INC.

$3,250,000,000 5.850% SENIOR NOTES DUE 2031

$3,250,000,000 6.250% SENIOR NOTES DUE 2033

$4,000,000,000 6.550% SENIOR NOTES DUE 2036

$1,750,000,000 7.350% SENIOR NOTES DUE 2046

$2,750,000,000 7.500% SENIOR NOTES DUE 2056

UNDERWRITING AGREEMENT

November 3, 2026

November 3, 2026

To the Representatives named in Schedule I hereto
for the Underwriters named in Schedule II hereto

Ladies and Gentlemen:

Meta Platforms, Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell to the several underwriters named in Schedule II hereto (the "**Underwriters**"), for whom Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC are acting as representatives (the "**Representatives**"), the principal amount of its debt securities identified in Schedule I hereto (the "**Securities**"). The Securities will be issued pursuant to an indenture dated as of August 9, 2022 (the "**Base Indenture**") between the Company and the Trustee identified in such Schedule (the "**Trustee**"), as supplemented by the sixth supplemental indenture thereto, to be dated as of November 5, 2026 (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"). If the firm or firms listed in Schedule II hereto include only the Representatives listed in Schedule I hereto, then the terms "Underwriters" and "Representatives" as used herein shall each be deemed to refer to such firm or firms.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-3 (the file number of which is set forth in Schedule I hereto), including a prospectus, relating to the securities (the "**Shelf Securities**"), including the Securities, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement**," and the related prospectus covering the Shelf Securities dated April 30, 2026 in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Base Prospectus**." The Base Prospectus, as supplemented by the prospectus supplement specifically relating to the Securities in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**," and the term "**preliminary prospectus**" means any preliminary form of the Prospectus. For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale Prospectus**" means the documents and pricing information set forth opposite the caption "Time of Sale Prospectus" in Schedule I hereto, and "**broadly available road show**" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act. As used herein, the terms "Registration Statement," "Base Prospectus," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms "**supplement**," "**amendment**," and "**amend**" as used herein with respect to the Registration Statement, the Base Prospectus, the Time of Sale Prospectus, any preliminary prospectus or the Prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein.

1. *Representations and Warranties of the Company*. The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose or pursuant to Section 8A under the Securities Act are pending before or, to the Company's knowledge, threatened by the Commission. If the Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement, and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Time of Sale Prospectus does not, and at the time of each sale of the Securities in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact

necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (vii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to (A) statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein or (B) that part of the Registration Statement that constitutes the Statement of Eligibility (Form T-1) under the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"), of the Trustee.

(c) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule I hereto, forming part of the Time of Sale Prospectus, and electronic road shows, if any, each furnished to the Representatives before first use, the Company has not prepared, used or referred to, and will not, without the Representatives' prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own or lease its property and to conduct its business as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus, and to enter into and perform its obligations under each of this Agreement, the Indenture and the Securities. The Company is duly qualified to transact business and is in good standing (to the extent the concept of good standing is applicable in such jurisdiction) in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing (to the extent the concept of good standing is applicable in such jurisdiction) would not reasonably be expected to, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole (a "**material adverse effect**").

(e) Each "significant subsidiary" (as defined in Rule 1-02(w) of Regulation S-X under the Securities Act) of the Company has been duly incorporated, organized, or formed, as applicable, is validly existing as a corporation or other business entity, as applicable, in good standing (to the extent the concept of good standing is applicable in such jurisdiction) under the laws of the jurisdiction of its incorporation, organization, or formation, as applicable, has the corporate or other business entity, as applicable, power and authority to own or lease its property and to conduct its business as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus and is duly qualified to transact business and is in good standing (to the extent the concept of good standing is applicable in such jurisdiction) in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to, singly or in the aggregate, have a material adverse effect; all of the issued shares of capital stock or other equity interests of each such significant subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except to the extent that such liens, encumbrances, equities or claims would not reasonably be expected to, singly or in the aggregate, have a material adverse effect.

(f) This Agreement has been duly authorized, executed and delivered by the Company.

(g) The Base Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company. The Supplemental Indenture has been duly authorized and, on the Closing Date, will have been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery of the Indenture by the Trustee, the Indenture will be a valid and binding agreement of, the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability.

(h) The Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability, and will be entitled to the benefits of the Indenture.

(i) The Securities to be purchased by the Underwriters from the Company will on the Closing Date be in the form contemplated by the Indenture. The Securities and the Indenture will conform in all material respects to the descriptions thereof in the Time of Sale Prospectus and Prospectus.

(j) (i) The Company is not in violation of its charter, bylaws or other constitutive document and (ii) neither the Company nor any of its subsidiaries is in default (or, with the giving of notice or lapse of time, would be in default) ("**Default**") under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject (each, an "**Existing Instrument**"), except, in the case of clause (ii) above, for such Defaults as would not reasonably be expected to, singly or in the aggregate, result in a material adverse effect. The Company's execution, delivery and performance of this Agreement and the Indenture, and the issuance and delivery of the Securities, and consummation of the transactions contemplated hereby and thereby and by the Time of Sale Prospectus and the Prospectus (i) will not result in any violation of the provisions of the charter, bylaws or other constitutive document of the Company, (ii) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except for such conflicts, breaches, Defaults, liens, charges or encumbrances as would not reasonably be expected to, singly or in the aggregate, result in a material adverse effect, and (iii) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any subsidiary, except for such violations as would not reasonably be expected to, singly or in the aggregate, have a material adverse effect. As used herein, a "**Debt Repayment Triggering Event**" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(k) No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency is required for the Company's execution, delivery and performance of this Agreement or the Indenture, or the issuance and delivery of the Securities, or consummation of the transactions contemplated hereby and thereby and by each of the Time of Sale Prospectus and the Prospectus, except such as have been obtained or made by the Company and are in full force and effect under the Securities Act, applicable securities laws of the several states of the United States or provinces of Canada.

(l) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(m) There are no legal or governmental proceedings pending or, to the Company's knowledge, threatened to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject (i) other than proceedings accurately described in all material respects in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus and proceedings that would not reasonably be expected to, singly or in the aggregate, have a material adverse effect, or adversely affect the power or ability of the Company to perform its obligations under this Agreement, the Indenture or the Securities or to consummate the transactions contemplated by each of the Registration Statement, the Time of Sale Prospectus and the Prospectus or (ii) that are required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and are not so described in all material respects; and there are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus or to be filed as exhibits to the Registration Statement that are not described in all material respects or filed as required.

(n) Each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(o) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(p) The Company and each of its subsidiaries, to the Company's knowledge, (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not reasonably be expected to, singly or in the aggregate, have a material adverse effect.

(q) To the Company's knowledge, there are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would reasonably be expected to, singly or in the aggregate, have a material adverse effect.

(r) (i) None of the Company or any of its subsidiaries or, to the Company's knowledge, any controlled affiliates, director, officer, employee, agent or representative of the Company or of any of its subsidiaries or controlled affiliates, has taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of any payment, giving or receipt of money, property, gifts or anything else of value, directly or indirectly, to any government official (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in order to improperly influence official action, or to any person, that could result in a material violation of any applicable anti-corruption laws; (ii) the Company and each of its subsidiaries and controlled affiliates have conducted their businesses in compliance in all material respects with applicable anti-corruption laws and have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance with such laws in all material respects; and (iii) neither the Company nor any of its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-corruption laws.

(s) The operations of the Company and each of its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and each of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(t) (i) None of the Company, any of its subsidiaries, or any director or officer thereof, or, to the Company's knowledge, any employee, agent, controlled affiliate or representative of the Company or any of its subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by one or more Persons that are:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council ("**UNSC**"), the European Union ("**EU**"), His Majesty's Treasury ("**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), except as otherwise authorized by applicable law, or

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Cuba, Iran, North Korea and the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea region and the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine), except to the extent permissible for an individual or entity required to comply with Sanctions.

(ii) The Company will not, directly or knowingly indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions, except to the extent permissible for an individual or entity required to comply with Sanctions; or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) For the past five years, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions, except to the extent permissible for an individual or entity required to comply with Sanctions.

(u) Subsequent to the respective dates as of which information is given in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus (i) the Company and its subsidiaries, have not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction; (ii) the Company has not purchased any of its outstanding capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock other than ordinary and customary dividends, repurchases pursuant to the Company's share repurchase program described in the Time of Sale Prospectus and in connection with the exercise of outstanding equity awards granted pursuant to the equity compensation plans described in the Time of Sale Prospectus; and (iii) there has not been any material change in the capital stock, short-term debt or long-term debt of the Company and its subsidiaries except in each case as described in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus, respectively.

(v) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property (other than intellectual property, which is described elsewhere in this Agreement) owned by them which is material to the business of the Company and its subsidiaries, taken as a whole, in each case free and clear of all liens, encumbrances and defects except such as are described in the Time of Sale Prospectus or such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and, to the Company's knowledge, enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries, in each case except as described in the Time of Sale Prospectus.

(w) Except as disclosed in the Time of Sale Prospectus or as would not reasonably be expected to, singly or in the aggregate, have a material adverse effect: (i) the Company and its subsidiaries own or possess, or can acquire on commercially reasonable terms a license to use, all patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names (collectively, "**Intellectual**

Property Rights") currently employed by them in connection with the business now operated by them; (ii) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, scope or enforceability of any Intellectual Property Rights owned by the Company and its subsidiaries; (iii) neither the Company nor any of its subsidiaries, to the Company's knowledge, has received any written notice of infringement of or conflict with asserted rights of others with respect to Intellectual Property Rights; (iv) to the Company's knowledge, no third party is infringing, misappropriating or otherwise violating, or has infringed, misappropriated or otherwise violated, any Intellectual Property Rights owned by the Company; (v) to the Company's knowledge, neither the Company nor any of its subsidiaries infringes, misappropriates or otherwise violates, or has infringed, misappropriated or otherwise violated, any Intellectual Property Rights of any third party; (vi) all employees or contractors engaged in the development of Intellectual Property Rights on behalf of the Company or any subsidiary of the Company have executed an invention assignment agreement whereby such employees or contractors presently assign all of their right, title and interest in and to such Intellectual Property Rights to the Company or the applicable subsidiary, and to the Company's knowledge no such agreement has been breached or violated; and (vii) the Company and its subsidiaries use, and have used, commercially reasonable efforts to appropriately maintain all information of the Company intended to be maintained as a trade secret.

(x) Except as described in the Time of Sale Prospectus or the Prospectus or as would not reasonably be expected to, singly or in the aggregate, have a material adverse effect: (i) the Company and its subsidiaries use and have used any and all software and other materials distributed under a "free," "open source," or similar licensing model (including but not limited to the MIT License, Apache License, GNU General Public License, GNU Lesser General Public License and GNU Affero General Public License) ("**Open Source Software**") in compliance with all license terms applicable to such Open Source Software; and (ii) neither the Company nor any of its subsidiaries uses or distributes or has used or distributed any Open Source Software in any manner that requires or has required (A) the Company or any of its subsidiaries to permit reverse engineering of any software code or other technology owned by the Company or any of its subsidiaries or (B) any software code or other technology owned by the Company or any of its subsidiaries to be (1) disclosed or distributed in source code form, (2) licensed for the purpose of making derivative works or (3) redistributed at no charge.

(y) Except as described in the Time of Sale Prospectus or the Prospectus or as would not reasonably be expected to, singly or in the aggregate, have a material adverse effect: (i) the Company and each of its subsidiaries have complied and are presently in compliance with all internal and external privacy policies, contractual obligations and applicable binding, industry standards, laws, statutes, judgments, orders, rules and regulations of any court or arbitrator or other governmental or regulatory authority, in each case, relating to the collection, use, transfer, import, export, storage, protection, disposal and disclosure by the Company or any of its subsidiaries of personal, personally identifiable, household, sensitive, confidential or regulated data ("**Data Security Obligations**," and such data, "**Data**"); (ii) the Company has not received any written notification of or written complaint regarding its non-compliance with any Data Security Obligation; and (iii) there is no action, suit or proceeding by or before any court or governmental agency, authority or body pending or, to the Company's knowledge, threatened alleging the Company's non-compliance with any Data Security Obligation.

(z) Except as described in the Time of Sale Prospectus or the Prospectus or as would not reasonably be expected to, singly or in the aggregate, have a material adverse effect: (i) the Company and its subsidiaries have used commercially reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, commercially reasonable information technology, information security, cyber security and data protection controls, policies and procedures that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Company's and its subsidiaries' businesses ("**Breach**"); and (ii) to the Company's knowledge, there has been no such Breach.

(aa) No material labor dispute with the employees of the Company or any of its subsidiaries, or with the employees of any principal supplier of the Company, exists or, to the best of the Company's knowledge, is threatened or imminent, except as described in or incorporated by reference into the Time of Sale Prospectus and the Prospectus.

(bb) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company believes are prudent and customary in the businesses in which they are engaged; neither the Company nor any of its subsidiaries has been refused any insurance coverage sought or applied for; and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to, singly or in the aggregate, have a material adverse effect.

(cc) The Company and its subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations and permits would not reasonably be expected to, singly or in the aggregate, have a material adverse effect, and neither the Company nor any of its subsidiaries has received any written notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, would reasonably be expected to have a material adverse effect, except as described in the Time of Sale Prospectus.

(dd) The Company and its subsidiaries and their respective officers and directors are in compliance with the applicable provisions of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(ee) The Company and each of its subsidiaries maintain a system of internal accounting controls that is in compliance with the Sarbanes-Oxley Act and is sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. generally accepted accounting principles ("**U.S. GAAP**") and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement is accurate. Except as described in the Time of Sale Prospectus, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting, except as otherwise disclosed in the Time of Sale Prospectus.

(ff) In each case, except as disclosed in the Time of Sale Prospectus, the Company and each of its subsidiaries have filed all federal, state, local and foreign tax returns required to be filed through the date of this Agreement or have requested extensions thereof (except where the failure to file would not reasonably be expected to, singly or in the aggregate, have a material adverse effect) and have paid all taxes required to be paid thereon (except for cases in which the failure to file or pay would not reasonably be expected to, singly or in the aggregate, have a material adverse effect, or, except as currently being contested in good faith and for which reserves required by U.S. GAAP have been created in the financial statements of the Company), and no unpaid tax deficiency has been determined adversely to the Company or any of its subsidiaries which, singly or in the aggregate, has had (nor does the Company nor any of its subsidiaries have any notice or knowledge of any unpaid tax deficiency which could reasonably be expected to be determined adversely to the Company or its subsidiaries and which would reasonably be expected to have) a material adverse effect.

(gg) The financial statements included or incorporated by reference in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus, together with the related schedules and notes thereto, comply as to form in all material respects with the applicable accounting requirements of the Securities Act and present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with U.S. GAAP applied on a consistent basis throughout the periods covered thereby except for any normal year-end adjustments in the Company's quarterly financial statements. The other financial information included in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby. The statistical, industry-related and market-related data included in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate and such data is consistent with the sources from which they are derived, in each case in all material respects.

(hh) Ernst & Young LLP ("**E&Y**"), who has audited the consolidated financial statements of the Company and its subsidiaries and delivered its report with respect to the audited consolidated financial statements filed with the Commission as part of the Company's Annual Report on Form 10-K which is incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States).

(ii) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(jj) Neither the Company nor any of its subsidiaries, nor any affiliates of the Company or any of its subsidiaries, has taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(kk) There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Securities registered pursuant to the Registration Statement.

(ll) Neither the Company nor any of its subsidiaries nor any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(mm) The Company and its subsidiaries and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974 (as amended, "**ERISA,**" which term, as used herein, includes the regulations and published interpretations thereunder)) established or maintained by the Company and its subsidiaries or their "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA and applicable law. "**ERISA Affiliate**" means, with respect to the Company or a subsidiary of the Company, any member of any group of organizations described in Section 414 of the Internal Revenue Code of 1986 (as amended, the "Code," which term, as used herein, includes the regulations and published interpretations thereunder) of which the Company or such subsidiary is a member. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates. No "employee benefit plan" established or maintained by the Company or its subsidiaries or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither the Company or its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Sections 412, 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company or its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401 of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

2. *Agreements to Sell and Purchase*. The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the terms and conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the respective principal amounts of Securities set forth in Schedule II hereto opposite its name at the purchase prices set forth in Schedule I hereto.

3. *Public Offering*. The Company is advised by the Representatives that the Underwriters propose to make a public offering of their respective portions of the Securities as soon after the Registration Statement and this Agreement have become effective as in the Representatives' judgment is advisable. The Company is further advised by the Representatives that the Securities are to be offered to the public upon the terms set forth in the Prospectus.

4. *Payment and Delivery*. Payment for the Securities shall be made to the Company in Federal or other funds immediately available in New York City on the closing date and time set forth in Schedule I hereto, or at such other time on the same or such other date, not later than the fifth business day thereafter, as may be designated in writing by the Representatives. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for the Securities shall be made against delivery to the Representatives on the Closing Date for the respective accounts of the several Underwriters of the Securities registered in such names and in such denominations as the Representatives shall request in writing not later than one full business day prior to the Closing Date, with any transfer taxes payable in connection with the transfer of the Securities to the Underwriters duly paid.

5. *Conditions to the Underwriters' Obligations*. The several obligations of the Underwriters are subject to the satisfaction or waiver of the following conditions on or prior to the Closing Date:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) no order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or, to the knowledge of the Company, threatened by the Commission;

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded the Company or any of the securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act; and

(iii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus that, in the Representatives' judgment, is material and adverse and that makes it, in the Representatives' judgment, impracticable to market the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the date hereof and on and as of the Closing Date as if made on and as of the Closing Date; the Company shall have performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

(c) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the Company, to the effect set forth in Sections 5(a) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

(d) The Underwriters shall have received on the Closing Date an opinion and negative assurance letter of Davis Polk & Wardwell LLP, outside counsel for the Company, dated the Closing Date, in form and substance reasonably satisfactory to the Underwriters.

(e) The Underwriters shall have received on the Closing Date an opinion and negative assurance letter of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, dated the Closing Date, with respect to such matters as may be reasonably requested by the Underwriters.

(f) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from E&Y, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" no more than three (3) days prior to the Closing Date.

(g) The Company shall have executed and delivered the Supplemental Indenture, in form and substance reasonably satisfactory to the Underwriters, and the Underwriters shall have received executed copies thereof.

(h) On or before the Closing Date, the Underwriters and counsel for the Underwriters shall have received such information, documents, letters and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Sections 6(i), 8 and 11 hereof shall at all times be effective and shall survive such termination.

6. *Covenants of the Company*. The Company covenants with each Underwriter as follows:

(a) To furnish to the Representatives, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as the Representatives may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to the Representatives a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which the Representatives reasonably object.

(c) To furnish to the Representatives a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which the Representatives reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Representatives will furnish to the Company) to which Securities may have been sold by the Representatives on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request.

(h) To make generally available to the Company's security holders and to the Representatives as soon as practicable an earnings statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder (which may be satisfied by filing with the Commission's EDGAR system).

(i) To advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, to use its best efforts to obtain the withdrawal thereof at the earliest possible moment. Notwithstanding the foregoing, the Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation.

(j) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Securities (within the time required by Rule 456 (b)(1) under the Securities Act, if applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Securities

to the Underwriters, including any transfer or other taxes payable thereon, (iii) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Securities by the Financial Industry Regulatory Authority, (iv) any fees charged by the rating agencies for the rating of the Securities, (v) the cost of the preparation, issuance and delivery of the Securities, (vi) the costs and charges of any trustee, transfer agent, registrar or depositary, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show (it being understood that the Company and the Underwriters shall each bear one-half of the costs, respectively, associated with any charter aircraft), (viii) the document production charges and expenses associated with printing this Agreement and (ix) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled "Indemnity and Contribution," and Section 11 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable on resale of any of the Securities by them and any advertising expenses connected with any offers they may make.

(k) If the third anniversary of the initial effective date of the Registration Statement occurs before all the Securities have been sold by the Underwriters, prior to the third anniversary to file a new shelf registration statement and to take any other action necessary to permit the public offering of the Securities to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by the Commission.

(l) To apply the net proceeds from the sale of the Securities in the manner described under the caption "Use of Proceeds" in the Time of Sale Prospectus and the Prospectus.

(m) During the period beginning on the date hereof and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company substantially similar to the Securities (other than (i) the Securities which are to be sold pursuant hereto, (ii) unsecured Euro-denominated debt securities issued in the Concurrent Securities Offering (as defined in the Time of Sale Prospectus and the Prospectus) or (iii) securities permitted with the prior written consent of the Representatives identified in Schedule I with the authorization to release this lock-up on behalf of the Underwriters).

(n) To prepare a final term sheet relating to the offering of the Securities, containing only information that describes the final terms of the Securities or the offering in a form consented to by the Representatives, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Securities.

(o) The Company will deliver to each Underwriter (or its agent), on or prior to the date of execution of this Agreement, a properly completed and executed Certification Regarding Beneficial Owners of Legal Entity Customers, together with copies of identifying documentation, and the Company undertakes to provide such additional supporting documentation as each Underwriter may reasonably request in connection with the verification of the foregoing Certification.

7. *Covenants of the Underwriters*. Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

8. *Indemnity and Contribution*. (a) The Company agrees to indemnify and hold harmless each Underwriter, its directors and officers and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim, as such expenses are incurred) that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any "road show" as defined in Rule 433(h) under the Securities Act (a "road show"), the Prospectus or any amendment or supplement thereto, or arise out of, or are based upon, any omission or alleged omission to state therein, in the case of the Registration Statement, a material fact required to be stated therein or necessary to make the statements therein not misleading, or, in the case of any other such document, a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any such untrue statement or omission or

alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by the Underwriters through the Representatives consists of the information described as such in paragraph (b) below. The indemnity agreement set forth in this Section 8(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus, road show, or the Prospectus or any amendment or supplement thereto. The Company hereby acknowledges that the only information that the Underwriters through the Representatives have furnished to the Company expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus, road show, or the Prospectus or any amendment or supplement thereto are the statements set forth in the fifth paragraph, the third and fourth sentences of the seventh paragraph and the first and second sentences of the eighth paragraph under the caption "Underwriting" in the preliminary prospectus and the Prospectus. The indemnity agreement set forth in this Section 8(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing; *provided, however*, that the failure to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party under this Section 8 except to the extent that it has been materially prejudiced by such failure (through the forfeiture of substantive rights and defenses) and shall not relieve the indemnifying party from any liability that the indemnifying party may have to an indemnified party other than under this Section 8. The indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonably incurred fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the

right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed in writing to the retention of such counsel, (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party, (iii) the indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party, or (iv) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representatives authorized to appoint counsel under this Section set forth in Schedule I hereto, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include any statements as to or any findings of fault, culpability or failure to act by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages, liabilities or reasonably incurred expenses referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or reasonably incurred expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Securities or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by

applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Securities (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters bear to the aggregate initial public offering price of the Securities as set forth in the Prospectus. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective principal amounts of Securities they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be obligated to make contributions hereunder that in the aggregate exceed the total discounts, commissions and other compensation received by such Underwriter under this Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Securities.

9. *Termination*. The Underwriters may terminate this Agreement by notice given by the Representatives to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, the New York Stock Exchange or the NASDAQ Global Market, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in the Representatives' judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in the Representatives' judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

10. *Effectiveness; Defaulting Underwriters*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Securities that it has or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the principal amount of Securities set forth opposite their respective names in Schedule II bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Representatives may specify, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the principal amount of Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one-ninth of such principal amount of Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Securities and the aggregate principal amount of Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Securities to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either the Representatives or the

Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

11. *Reimbursement of the Expenses of the Underwriters.* If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement (which, for purpose of this Section 11, shall not include termination by the Underwriters pursuant to items (i), (iii), (iv) or (v) of Section 9), or if for any reason the Company shall be unable to perform its obligations under this Agreement the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

12. *Entire Agreement*. (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Securities.

(b) This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

(c) The Company acknowledges that in connection with the offering of the Securities: (i) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Company or any other person, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement, any contemporaneous written agreements and prior written agreements (to the extent not superseded by this Agreement), if any, (iii) the Underwriters may have interests that differ from those of the Company, and (iv) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby, and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

13. *Recognition of the U.S. Special Resolution Regimes*. (a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 13, "**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. *Counterparts, Electronic Signatures*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

15. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the indemnified parties referred to in Section 8 hereof, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any other purchaser of the Securities as such from any of the Underwriters merely by reason of such purchase.

16. *Partial Unenforceability*. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

17. *Authority of the Representatives*. Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

18. *Applicable Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(a) Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("**Related Proceedings**") may be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the "**Specified Courts**"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding (a "**Related Judgment**"), as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth in Schedule I shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Related Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum.

19. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

20. *Notices*. All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to the Representatives at the addresses set forth in Schedule I hereto; and if to the Company shall be delivered, mailed or sent to the address set forth in Schedule I hereto.

Very truly yours,

Meta Platforms, Inc.

By: /s/ Todd Heysse
Name: Todd Heysse
Title: Vice President, Treasury and Corporate Finance

Accepted as of the date hereof

Citigroup Global Markets Inc.
Morgan Stanley & Co. LLC

Acting severally on behalf of themselves and the several Underwriters named in Schedule II hereto

Citigroup Global Markets Inc.

By: /s/ Adam D. Bordner
Name: Adam D. Bordner
Title: Managing Director

Morgan Stanley & Co. LLC

By: /s/ Michelle Wang
Name: Michelle Wang
Title: Managing Director

[Signature Page to Underwriting Agreement]

SCHEDULE I

Representatives:	Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC
Indenture:	Indenture dated as of August 9, 2022 between the Company and the Trustee, as supplemented by the sixth supplemental indenture, to be dated as of November 5, 2026, between the Company and the Trustee
Trustee:	U.S. Bank Trust Company, National Association
Registration Statement File No.:	333-295425
Time of Sale Prospectus:	1. Prospectus dated April 30, 2026 relating to the Shelf Securities 2. the preliminary prospectus supplement dated November 3, 2026 relating to the Securities 3. pricing term sheet dated November 3, 2026 setting forth the terms of the Securities
Securities to be purchased:	5.850% Senior Notes due 2031 (the “2031 Notes”) 6.250% Senior Notes due 2033 (the “2033 Notes”) 6.550% Senior Notes due 2036 (the “2036 Notes”) 7.350% Senior Notes due 2046 (the “2046 Notes”) 7.500% Senior Notes due 2056 (the “2056 Notes”)

Aggregate Principal Amount:	2031 Notes
	$3,250,000,000
	2033 Notes
	$3,250,000,000
	2036 Notes
	$4,000,000,000
	2046 Notes
	$1,750,000,000
	2056 Notes
	$2,750,000,000
Purchase Price:	2031 Notes
	99.878% of the principal amount of the Securities, plus accrued interest, if any, from November 5, 2026
	2033 Notes
	99.628% of the principal amount of the Securities, plus accrued interest, if any, from November 5, 2026
	2036 Notes
	99.782% of the principal amount of the Securities, plus accrued interest, if any, from November 5, 2026
	2046 Notes
	99.603% of the principal amount of the Securities, plus accrued interest, if any, from November 5, 2026
	2056 Notes
	99.229% of the principal amount of the Securities, plus accrued interest, if any, from November 5, 2026

Maturity:	2031 Notes
	November 15, 2031
	2033 Notes
	November 15, 2033
	2036 Notes
	November 15, 2036
	2046 Notes
	November 15, 2046
	2056 Notes
	November 15, 2056
Interest Rate:	2031 Notes
	5.850% per annum, accruing from November 5, 2026
	2033 Notes
	6.250% per annum, accruing from November 5, 2026
	2036 Notes
	6.550% per annum, accruing from November 5, 2026
	2046 Notes
	7.350% per annum, accruing from November 5, 2026
	2056 Notes
	7.500% per annum, accruing from November 5, 2026
Interest Payment Dates:	May 15 and November 15, commencing May 15, 2027
Closing Date and Time:	November 5, 2026 10:00 a.m.

Closing Location:	Skadden, Arps, Slate, Meagher & Flom LLP One Manhattan West New York, New York 10001
Address for Notices to Underwriters:	Citigroup Global Markets Inc. at 388 Greenwich Street, New York, New York 10013, Attention: General Counsel Morgan Stanley & Co. LLC at 1585 Broadway, New York, New York 10036, Attention: Investment Banking Division, with a copy to the Legal Department
Address for Notices to the Company:	Meta Platforms, Inc., 1 Meta Way, Menlo Park, California 94025, Attention: Corporate Secretary (a copy of which shall also be sent via email to: CorporateSecretary@meta.com), with a copy to Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attention: Michael Kaplan, Hillary A. Coleman

SCHEDULE II

Underwriter	Principal Amount of 2031 Notes To Be Purchased	Principal Amount of 2033 Notes To Be Purchased	Principal Amount of 2036 Notes To Be Purchased	Principal Amount of 2046 Notes To Be Purchased	Principal Amount of 2056 Notes To Be Purchased
Citigroup Global Markets Inc.	$ 1,056,250,000	$ 1,056,250,000	$ 1,300,000,000	$ 568,750,000	$ 893,750,000
Morgan Stanley & Co. LLC	$ 1,056,250,000	$ 1,056,250,000	$ 1,300,000,000	$ 568,750,000	$ 893,750,000
Goldman Sachs & Co. LLC	$ 487,500,000	$ 487,500,000	$ 600,000,000	$ 262,500,000	$ 412,500,000
BofA Securities, Inc.	$ 243,750,000	$ 243,750,000	$ 300,000,000	$ 131,250,000	$ 206,250,000
J.P. Morgan Securities LLC	$ 243,750,000	$ 243,750,000	$ 300,000,000	$ 131,250,000	$ 206,250,000
Blaylock Van, LLC	$ 40,625,000	$ 40,625,000	$ 50,000,000	$ 21,875,000	$ 34,375,000
CastleOak Securities, L.P.	$ 40,625,000	$ 40,625,000	$ 50,000,000	$ 21,875,000	$ 34,375,000
R. Seelaus & Co., LLC	$ 40,625,000	$ 40,625,000	$ 50,000,000	$ 21,875,000	$ 34,375,000
Siebert Williams Shank & Co., LLC	$ 40,625,000	$ 40,625,000	$ 50,000,000	$ 21,875,000	$ 34,375,000
Total	$ 3,250,000,000	$ 3,250,000,000	$ 4,000,000,000	$ 1,750,000,000	$ 2,750,000,000

Exhibit 4.1

META PLATFORMS, INC.

5.850% Senior Notes due 2031

6.250% Senior Notes due 2033

6.550% Senior Notes due 2036

7.350% Senior Notes due 2046

7.500% Senior Notes due 2056

Sixth Supplemental Indenture

Dated as of November 5, 2026

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

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SIXTH SUPPLEMENTAL INDENTURE dated as of November 5, 2026 (this "Supplemental Indenture"), to the Indenture dated as of August 9, 2022 (the "Base Indenture" and, together with the Supplemental Indenture, the "Indenture"), by and between META PLATFORMS, INC., a Delaware corporation (the "Company"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders (as defined herein):

WHEREAS, the Company and the Trustee have duly authorized the execution and delivery of the Base Indenture to provide for the issuance from time to time of the Company's debentures, notes, or other debt instruments to be issued in one or more Series as in the Base Indenture provided (as defined therein, "Securities");

WHEREAS, the Company desires and has requested the Trustee to join in the execution and delivery of this Supplemental Indenture in order to establish and provide for the issuance by the Company of five Series of Securities designated as its 5.850% Senior Notes due 2031 (the "2031 Notes"), its 6.250% Senior Notes due 2033 (the "2033 Notes"), its 6.550% Senior Notes due 2036 (the "2036 Notes"), its 7.350% Senior Notes due 2046 (the "2046 Notes"), and its 7.500% Senior Notes due 2056 (the "2056 Notes" and, together with the 2031 Notes, 2033 Notes, 2036 Notes, and 2046 Notes, the "Initial Notes"), substantially in the forms attached hereto as Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E respectively, on the terms set forth herein, issued therefor as provided herein (the Initial Notes and any Additional Notes (as defined herein), are together referred to herein as the "Notes");

WHEREAS, Section 2.01 of the Base Indenture provides that a supplemental indenture may be entered into by the Company and the Trustee for such purpose, without the consent of Holders, provided certain conditions are met;

WHEREAS, the conditions set forth in the Base Indenture for the execution and delivery of this Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Company and the Trustee, in accordance with its terms, and a valid amendment of, and supplement to, the Base Indenture have been done;

NOW, THEREFORE:

In consideration of the premises and the purchase and acceptance of the Notes by the Holders thereof, the Company covenants and agrees with the Trustee, for the equal and ratable benefit of the Holders, that the Base Indenture is supplemented and amended, to the extent expressed herein, as follows:

ARTICLE ONE

CERTAIN DEFINITIONS

The following terms have the meanings set forth below in this Supplemental Indenture. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Base Indenture. To the extent terms defined herein differ from the Base Indenture the terms defined herein will govern.

"Additional Notes" means any Notes of any Series issued under the Indenture having the same terms in all respects as the Initial Notes of such Series, or in all respects except with respect to interest paid or payable on or prior to the first interest payment date after the issuance of such Additional Notes.

"Company" has the meaning provided in the Base Indenture.

"Holder" means the Person in whose name a Note is registered in the books of the Registrar for the Notes.

"Indenture" has the meaning provided in the Preamble.

"Initial Notes" means the Notes of each Series issued on the Issue Date and any Notes issued in replacement thereof.

"Issue Date" means the date on which the Initial Notes are initially issued under the Indenture on the date hereof.

"Notes" has the meaning provided in the Recitals.

"Par Call Date" means the 2031 Par Call Date, the 2033 Par Call Date, the 2036 Par Call Date, the 2046 Par Call Date, or the 2056 Par Call Date, as applicable.

"Paying Agent" means the Trustee, as paying agent, or any successor paying agent.

"Redemption Date" means, with respect to any Note of any Series to be redeemed, the date fixed for such redemption by or pursuant to this Supplemental Indenture.

"Registrar" means the Trustee, as registrar, or any successor registrar of the Notes.

"Supplemental Indenture" has the meaning provided in the Preamble.

"Treasury Rate" means, with respect to any Redemption Date in respect of the Notes of any Series, the yield determined by the Company in accordance with the following two paragraphs:

(1) The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities– Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (x) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the applicable Par Call Date (the "Remaining Life"); or (y) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the applicable Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (z) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

(2) If on the third Business Day preceding the Redemption Date H.15 TCM (or any successor designation) is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the applicable Par Call Date. If there is no United States Treasury security maturing on the applicable Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from such Par Call Date, one with a maturity date preceding such Par Call Date and one with a maturity date following such Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding such Par Call Date. If there are two or more United States Treasury securities maturing on the applicable Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"Trustee" has the meaning provided in the Preamble.

ARTICLE TWO

SCOPE OF SUPPLEMENTAL INDENTURE; GENERAL

The changes, modifications, and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Notes, which shall not be limited in aggregate principal amount, and shall not apply to any other Securities that may be issued under the Base Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications, and supplements.

(a) Pursuant to this Supplemental Indenture, there is hereby created and designated five Series of Securities under the Base Indenture entitled the "5.850% Senior Notes due 2031," "6.250% Senior Notes due 2033," "6.550% Senior Notes due 2036," "7.350% Senior Notes due 2046," and "7.500% Senior Notes due 2056".

(b) The 2031 Notes shall be in the form of Exhibit A hereto (the "Specimen 2031 Note"), which is hereby incorporated into this Supplemental Indenture by reference. The terms of the 2031 Notes shall be as follows:

(i) The 2031 Notes are to be issued initially in an aggregate principal amount of $3,250,000,000; provided however, that the aggregate principal amount of the 2031 Notes which may be outstanding may be increased by the Company upon the terms and subject to the conditions set forth in the Indenture and the 2031 Notes.

(ii) The 2031 Notes will mature on November 15, 2031.

(iii) The 2031 Notes will bear interest at a rate of 5.850% per annum.

(iv) The date from which interest shall accrue, the payment dates on which interest shall be payable, and the regular record date for the interest payable on any payment date will be as set forth in the Specimen 2031 Note.

(v) Principal and interest on the 2031 Notes are payable at the Corporate Trust Office, except as otherwise provided in the Specimen 2031 Note.

(vi) The 2031 Notes shall be redeemable at the redemption prices and on the terms set forth in Article 3 of this Supplemental Indenture. Except as otherwise provided in Article 3 of this Supplemental Indenture, redemption of the 2031 Notes shall be made in accordance with the terms of Article 3 of the Base Indenture.

(vii) The 2031 Notes will not be subject to any sinking fund.

(viii) The 2031 Notes are issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(ix) The 2031 Notes are to be issued initially as Registered Global Securities. Beneficial owners of interests in the 2031 Notes may exchange such interests in accordance with the Indenture and the terms of the 2031 Notes.

(x) The "Depositary" with respect to the 2031 Notes will initially be the Depository Trust Company ("DTC").

(xi) Interest on the 2031 Notes will be computed and paid on the basis of a 360-day year of twelve 30-day months.

(xii) The terms of the 2031 Notes shall include such other terms as are set forth in the Specimen 2031 Note and in the Indenture. To the extent the terms of the Indenture and the Specimen 2031 Note are inconsistent, the terms of the Specimen 2031 Note will govern.

(c) The 2033 Notes shall be in the form of Exhibit B hereto (the "Specimen 2033 Note"), which is hereby incorporated into this Supplemental Indenture by reference. The terms of the 2033 Notes shall be as follows:

(i) The 2033 Notes are to be issued initially in an aggregate principal amount of $3,250,000,000; provided however, that the aggregate principal amount of the 2033 Notes which may be outstanding may be increased by the Company upon the terms and subject to the conditions set forth in the Indenture and the 2033 Notes.

(ii) The 2033 Notes will mature on November 15, 2033.

(iii) The 2033 Notes will bear interest at a rate of 6.250% per annum.

(iv) The date from which interest shall accrue, the payment dates on which interest shall be payable, and the regular record date for the interest payable on any payment date will be as set forth in the Specimen 2033 Note.

(v) Principal and interest on the 2033 Notes are payable at the Corporate Trust Office, except as otherwise provided in the Specimen 2033 Note.

(vi) The 2033 Notes shall be redeemable at the redemption prices and on the terms set forth in Article 3 of this Supplemental Indenture. Except as otherwise provided in Article 3 of this Supplemental Indenture, redemption of the 2033 Notes shall be made in accordance with the terms of Article 3 of the Base Indenture.

(vii) The 2033 Notes will not be subject to any sinking fund.

(viii) The 2033 Notes are issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(ix) The 2033 Notes are to be issued initially as Registered Global Securities. Beneficial owners of interests in the 2033 Notes may exchange such interests in accordance with the Indenture and the terms of the 2033 Notes.

(x) The "Depositary" with respect to the 2033 Notes will initially be DTC.

(xi) Interest on the 2033 Notes will be computed and paid on the basis of a 360-day year of twelve 30-day months.

(xii) The terms of the 2033 Notes shall include such other terms as are set forth in the Specimen 2033 Note and in the Indenture. To the extent the terms of the Indenture and the Specimen 2033 Note are inconsistent, the terms of the Specimen 2033 Note will govern.

(d) The 2036 Notes shall be in the form of Exhibit C hereto (the "Specimen 2036 Note"), which is hereby incorporated into this Supplemental Indenture by reference. The terms of the 2036 Notes shall be as follows:

(i) The 2036 Notes are to be issued initially in an aggregate principal amount of $4,000,000,000; provided however, that the aggregate principal amount of the 2036 Notes which may be outstanding may be increased by the Company upon the terms and subject to the conditions set forth in the Indenture and the 2036 Notes.

(ii) The 2036 Notes will mature on November 15, 2036.

(iii) The 2036 Notes will bear interest at a rate of 6.550% per annum.

(iv) The date from which interest shall accrue, the payment dates on which interest shall be payable, and the regular record date for the interest payable on any payment date will be as set forth in the Specimen 2036 Note.

(v) Principal and interest on the 2036 Notes are payable at the Corporate Trust Office, except as otherwise provided in the Specimen 2036 Note.

(vi) The 2036 Notes shall be redeemable at the redemption prices and on the terms set forth in Article 3 of this Supplemental Indenture. Except as otherwise provided in Article 3 of this Supplemental Indenture, redemption of the 2036 Notes shall be made in accordance with the terms of Article 3 of the Base Indenture.

(vii) The 2036 Notes will not be subject to any sinking fund.

(viii) The 2036 Notes are issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(ix) The 2036 Notes are to be issued initially as Registered Global Securities. Beneficial owners of interests in the 2036 Notes may exchange such interests in accordance with the Indenture and the terms of the 2036 Notes.

(x) The "Depositary" with respect to the 2036 Notes will initially be DTC.

(xi) Interest on the 2036 Notes will be computed and paid on the basis of a 360-day year of twelve 30-day months.

(xii) The terms of the 2036 Notes shall include such other terms as are set forth in the Specimen 2036 Note and in the Indenture. To the extent the terms of the Indenture and the Specimen 2036 Note are inconsistent, the terms of the Specimen 2036 Note will govern.

(e) The 2046 Notes shall be in the form of Exhibit D hereto (the "Specimen 2046 Note"), which is hereby incorporated into this Supplemental Indenture by reference. The terms of the 2046 Notes shall be as follows:

(i) The 2046 Notes are to be issued initially in an aggregate principal amount of $1,750,000,000; provided however, that the aggregate principal amount of the 2046 Notes which may be outstanding may be increased by the Company upon the terms and subject to the conditions set forth in the Indenture and the 2046 Notes.

(ii) The 2046 Notes will mature on November 15, 2046.

(iii) The 2046 Notes will bear interest at a rate of 7.350% per annum.

(iv) The date from which interest shall accrue, the payment dates on which interest shall be payable, and the regular record date for the interest payable on any payment date will be as set forth in the Specimen 2046 Note.

(v) Principal and interest on the 2046 Notes are payable at the Corporate Trust Office, except as otherwise provided in the Specimen 2046 Note.

(vi) The 2046 Notes shall be redeemable at the redemption prices and on the terms set forth in Article 3 of this Supplemental Indenture. Except as otherwise provided in Article 3 of this Supplemental Indenture, redemption of the 2046 Notes shall be made in accordance with the terms of Article 3 of the Base Indenture.

(vii) The 2046 Notes will not be subject to any sinking fund.

(viii) The 2046 Notes are issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(ix) The 2046 Notes are to be issued initially as Registered Global Securities. Beneficial owners of interests in the 2046 Notes may exchange such interests in accordance with the Indenture and the terms of the 2046 Notes.

(x) The "Depositary" with respect to the 2046 Notes will initially be DTC.

(xi) Interest on the 2046 Notes will be computed and paid on the basis of a 360-day year of twelve 30-day months.

(xii) The terms of the 2046 Notes shall include such other terms as are set forth in the Specimen 2046 Note and in the Indenture. To the extent the terms of the Indenture and the Specimen 2046 Note are inconsistent, the terms of the Specimen 2046 Note will govern.

(f) The 2056 Notes shall be in the form of Exhibit E hereto (the "Specimen 2056 Note"), which is hereby incorporated into this Supplemental Indenture by reference. The terms of the 2056 Notes shall be as follows:

(i) The 2056 Notes are to be issued initially in an aggregate principal amount of $2,750,000,000; provided however, that the aggregate principal amount of the 2056 Notes which may be outstanding may be increased by the Company upon the terms and subject to the conditions set forth in the Indenture and the 2056 Notes.

(ii) The 2056 Notes will mature on November 15, 2056.

(iii) The 2056 Notes will bear interest at a rate of 7.500% per annum.

(iv) The date from which interest shall accrue, the payment dates on which interest shall be payable, and the regular record date for the interest payable on any payment date will be as set forth in the Specimen 2056 Note.

(v) Principal and interest on the 2056 Notes are payable at the Corporate Trust Office, except as otherwise provided in the Specimen 2056 Note.

(vi) The 2056 Notes shall be redeemable at the redemption prices and on the terms set forth in Article 3 of this Supplemental Indenture. Except as otherwise provided in Article 3 of this Supplemental Indenture, redemption of the 2056 Notes shall be made in accordance with the terms of Article 3 of the Base Indenture.

(vii) The 2056 Notes will not be subject to any sinking fund.

(viii) The 2056 Notes are issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(ix) The 2056 Notes are to be issued initially as Registered Global Securities. Beneficial owners of interests in the 2056 Notes may exchange such interests in accordance with the Indenture and the terms of the 2056 Notes.

(x) The "Depositary" with respect to the 2056 Notes will initially be DTC.

(xi) Interest on the 2056 Notes will be computed and paid on the basis of a 360-day year of twelve 30-day months.

(xii) The terms of the 2056 Notes shall include such other terms as are set forth in the Specimen 2056 Note and in the Indenture. To the extent the terms of the Indenture and the Specimen 2056 Note are inconsistent, the terms of the Specimen 2056 Note will govern.

ARTICLE THREE

REDEMPTION

The following provision shall apply with respect to the Notes:

Section 3.01 Redemption at the Option of the Company.

(a) The Company may redeem the 2031 Notes, at its option, in whole or in part, at any time and from time to time prior to October 15, 2031 (one month prior to the maturity date of the 2031 Notes) (the "2031 Par Call Date"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2031 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2031 Notes matured on the 2031 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2031 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(b) The Company may redeem the 2031 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2031 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2031 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2031 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(c) The Company may redeem the 2033 Notes, at its option, in whole or in part, at any time and from time to time prior to September 15, 2033 (two months prior to the maturity date of the 2033 Notes) (the "2033 Par Call Date"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2033 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2033 Notes matured on the 2033 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2033 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(d) The Company may redeem the 2033 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2033 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2033 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2033 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(e) The Company may redeem the 2036 Notes, at its option, in whole or in part, at any time and from time to time prior to August 15, 2036 (three months prior to the maturity date of the 2036 Notes) (the "2036 Par Call Date"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2036 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2036 Notes matured on the 2036 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2036 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(f) The Company may redeem the 2036 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2036 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2036 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2036 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(g) The Company may redeem the 2046 Notes, at its option, in whole or in part, at any time and from time to time prior to May 15, 2046 (six months prior to the maturity date of the 2046 Notes) (the "2046 Par Call Date"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2046 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2046 Notes matured on the 2046 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 30 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2046 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(h) The Company may redeem the 2046 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2046 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2046 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2046 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(i) The Company may redeem the 2056 Notes, at its option, in whole or in part, at any time and from time to time prior to May 15, 2056 (six months prior to the maturity date of the 2056 Notes) (the "2056 Par Call Date"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2056 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2056 Notes matured on the 2056 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2056 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(j) The Company may redeem the 2056 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2056 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2056 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2056 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

(k) With respect to any redemption of the Notes of any Series occurring prior to the applicable Par Call Date, the Company shall give the Trustee notice of the related redemption price promptly after the calculation thereof and the Trustee shall not have any responsibility for such calculation.

ARTICLE FOUR

MISCELLANEOUS

Section 4.01 Governing Laws; Waiver of Jury Trial.

THIS SUPPLEMENTAL INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(b).

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES, OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 4.02 No Adverse Interpretation of Other Agreements.

This Supplemental Indenture may not be used to interpret another indenture (other than the Base Indenture), loan, or debt agreement of the Company or a Subsidiary. Any such indenture, loan, or debt agreement may not be used to interpret this Supplemental Indenture (other than the Base Indenture).

Section 4.03 Successors and Assigns.

All agreements of the Company in this Supplemental Indenture and the Notes shall bind its successor. All agreements of the Trustee in this Supplemental Indenture shall bind its successor.

Section 4.04 Severability.

In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.05 Force Majeure.

In no event shall the Trustee or any Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, or acts of God, and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services; it being understood that the Trustee and such Agent shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 4.06 Table of Contents, Headings, Etc.

The Table of Contents, Cross Reference Table, and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 4.07 Counterparts.

This Supplemental Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Supplemental Indenture by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Supplemental Indenture.

The Trustee shall not have any duty to confirm that the person sending any notice, instruction, or other communication by electronic transmission (including by e-mail, facsimile transmission, web portal, or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Trustee to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign, or any other digital signature provider acceptable to the Trustee) shall be deemed original signatures for all purposes. The Company assumes all risks arising out of the use of electronic signatures and electronic methods to send communications to the Trustee, including without limitation the risk of the Trustee acting on an unauthorized communication, and the risk of interception or misuse by third parties.

Section 4.08 Confirmation of Indenture.

The Base Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture, this Supplemental Indenture, and all indentures supplemental thereto with respect to the Notes shall be read, taken, and construed as one and the same instrument.

Section 4.09 Trustee Disclaimer.

The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture other than as to the validity of its execution and delivery by the Trustee. The recitals and statements herein are deemed to be those of the Company and not the Trustee.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed, all as of the date first written above

META PLATFORMS, INC.

By: /s/ Todd Heysse
Name: Todd Heysse
Title: Vice President, Treasury and Corporate Finance

[*Signature Page to Supplemental Indenture*]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: /s/ David Jason
Name: David Jason
Title: Vice President

[*Signature Page to Supplemental Indenture*]

EXHIBIT A

FORM

OF

5.850% SENIOR NOTE DUE 2031

Ex. A-1

[FORM OF FACE OF NOTE]

THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (THE "**DEPOSITARY**") OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

No. [ ] $[ ]

CUSIP No. 30303MAM4
ISIN No. US30303MAM47

META PLATFORMS, INC.

5.850% SENIOR NOTE DUE 2031

META PLATFORMS, INC., a corporation in existence under the laws of the State of Delaware (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of $[ ] on November 15, 2031 (the "**Maturity Date**"), and to pay interest on said principal sum semi-annually on May 15 and November 15, commencing May 15, 2027 (each, an "**Interest Payment Date**"), at the rate of 5.850% per annum from November 5, 2026, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of the principal sum has been made or duly provided for. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the Person in whose name this Note (or one or more predecessor Securities) is registered at the close of business on the record date for such Interest Payment Date, which shall be the May 1 and November 1 (whether or not a Business Day) next preceding such Interest Payment Date. If the Company defaults in a payment of any such interest, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail or cause to be mailed or deliver by electronic transmission to each Holder a notice that states the special record date, the payment date, and the amount of defaulted interest to be paid. The Company may pay defaulted interest in any lawful manner.

Payment of the principal of and interest on this Note will be made at the Place of Payment in Dollars as more fully provided in the Indenture.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth at this place. Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated therein referred to in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE OF NOTE]

META PLATFORMS, INC.

5.850% SENIOR NOTE DUE 2031

This Note is one of a duly authorized issue of debentures, notes, or other debt instruments of the Company (herein called the "**Securities**"), issued and to be issued in one or more Series under an Indenture dated as of August 9, 2022 (the "**Base Indenture**"), as supplemented by the Sixth Supplemental Indenture dated as of November 5, 2026 (the "**Sixth Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "**Trustee**", which term includes any successor Trustee under the Indenture), to which Indenture and any other supplemental indenture thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee, and the Holders of the Securities, the terms upon which the Securities are, and are to be, authenticated and delivered, and the definition of capitalized terms used herein and not otherwise defined herein. The Securities may be issued in one or more Series, which different Series may be issued in various aggregate principal amounts, may be denominated in different currencies, may mature at different times, may bear interest (if any) at different rates (which rates may be fixed or variable), may be subject to different redemption provisions (if any), may be subject to different sinking, purchase, or analogous funds (if any), may be subject to different covenants and Events of Default, and may otherwise vary as provided in the Indenture. This Note is one of a Series of Securities of the Company designated as set forth on the face hereof (herein called the "**2031 Notes**"), initially limited in aggregate principal amount to $3,250,000,000.

Interest on the 2031 Notes will be payable semi-annually in arrears on each Interest Payment Date. If any Interest Payment Date, the Maturity Date or any earlier repayment date falls on a day that is not a Business Day, then payment of interest and/or principal that would otherwise be payable on such date will be made on the next succeeding Business Day. No interest will accrue on the amount so payable for the period from such Interest Payment Date, Maturity Date or earlier repayment date, as the case may be, to the date payment is made.

Interest on the 2031 Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

The Company may redeem the 2031 Notes, at its option, in whole or in part, at any time and from time to time prior to October 15, 2031 (one month prior to the maturity date of the 2031 Notes) (the "**2031 Par Call Date**"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2031 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2031 Notes matured on the 2031 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2031 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Company may redeem the 2031 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2031 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2031 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2031 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each Series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities of each Series to be affected by such amendment or modification. The Indenture also contains provisions permitting the Holders of at least a majority in principal amount of the outstanding Securities of each Series to be affected by such waiver, on behalf of the Holders of Securities of such Series, to waive compliance by the Company with certain provisions of the Indenture or the Securities with respect to such Series. Once effective, any such consent or waiver by the Holder of this 2031 Note shall be conclusive and binding upon such Holder and upon all future Holders of this 2031 Note and of any 2031 Note issued upon registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this 2031 Note.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

If an Event of Default with respect to the 2031 Notes occurs and is continuing, the principal amount hereof may become immediately due and payable in the manner and with the effect provided in the Indenture.

No reference herein to the Indenture and no provision of this 2031 Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this 2031 Note at the times, place, and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this 2031 Note is registerable in the Security register, upon surrender of this 2031 Note for registration of transfer at the office or agency of the Company duly endorsed, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed, by the Holder hereof or his attorney duly authorized in writing, and thereupon the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new 2031 Notes of the same Series of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by the Indenture.

The 2031 Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this 2031 Note may be exchanged for other Securities of the same Series of any authorized denominations and of a like aggregate principal amount, upon surrender of this 2031 Note at the office or agency of the Company.

No service charge shall be made for any such registration or transfer or exchange, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessment, or other governmental charge that may be imposed in connection therewith.

Prior to the presentment of this 2031 Note for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may deem and treat the Person in whose name this 2031 Note is registered on the Security register as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this 2031 Note is overdue, and neither the Company, the Trustee, nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

The Company may, without the consent of the existing holders of the 2031 Notes, issue additional 2031 Notes of this Series having the same terms (except the issue date, the date from which interest accrues, and, in some cases, the first interest payment date) so that existing 2031 Notes and additional 2031 Notes form the same series under the Indenture, provided, however, that if any such additional 2031 Notes are not fungible with the existing 2031 Notes for U.S. federal income tax purposes, such additional 2031 Notes will have a separate CUSIP number.

This 2031 Note shall be governed by and interpreted in accordance with the laws of the State of New York.

All terms used in this 2031 Note which are defined in the Indenture and are not otherwise defined herein shall have the meanings assigned to them in the Indenture.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s), and transfer(s) unto

_____

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE]

_____

_____

_____

[PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE]

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer such Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM

OF

6.250% SENIOR NOTE DUE 2033

Ex. B-1

[FORM OF FACE OF NOTE]

THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (THE "**DEPOSITARY**") OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

No. [ ] $[ ]

CUSIP No. 30303MAN2
ISIN No. US30303MAN20

META PLATFORMS, INC.

6.250% SENIOR NOTE DUE 2033

META PLATFORMS, INC., a corporation in existence under the laws of the State of Delaware (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of $[ ] on November 15, 2033 (the "**Maturity Date**"), and to pay interest on said principal sum semi-annually on May 15 and November 15, commencing May 15, 2027 (each, an "**Interest Payment Date**"), at the rate of 6.250% per annum from November 5, 2026, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of the principal sum has been made or duly provided for. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the Person in whose name this Note (or one or more predecessor Securities) is registered at the close of business on the record date for such Interest Payment Date, which shall be the May 1 and November 1 (whether or not a Business Day) next preceding such Interest Payment Date. If the Company defaults in a payment of any such interest, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail or cause to be mailed or deliver by electronic transmission to each Holder a notice that states the special record date, the payment date, and the amount of defaulted interest to be paid. The Company may pay defaulted interest in any lawful manner.

Payment of the principal of and interest on this Note will be made at the Place of Payment in Dollars as more fully provided in the Indenture.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth at this place. Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated therein referred to in the within- mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE OF NOTE]

META PLATFORMS, INC.

6.250% SENIOR NOTE DUE 2033

This Note is one of a duly authorized issue of debentures, notes, or other debt instruments of the Company (herein called the "**Securities**"), issued and to be issued in one or more Series under an Indenture dated as of August 9, 2022 (the "**Base Indenture**"), as supplemented by the Sixth Supplemental Indenture dated as of November 5, 2026 (the "Sixth **Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "**Trustee**", which term includes any successor Trustee under the Indenture), to which Indenture and any other supplemental indenture thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee, and the Holders of the Securities, the terms upon which the Securities are, and are to be, authenticated and delivered, and the definition of capitalized terms used herein and not otherwise defined herein. The Securities may be issued in one or more Series, which different Series may be issued in various aggregate principal amounts, may be denominated in different currencies, may mature at different times, may bear interest (if any) at different rates (which rates may be fixed or variable), may be subject to different redemption provisions (if any), may be subject to different sinking, purchase, or analogous funds (if any), may be subject to different covenants and Events of Default, and may otherwise vary as provided in the Indenture. This Note is one of a Series of Securities of the Company designated as set forth on the face hereof (herein called the "**2033 Notes**"), initially limited in aggregate principal amount to $3,250,000,000.

Interest on the 2033 Notes will be payable semi-annually in arrears on each Interest Payment Date. If any Interest Payment Date, the Maturity Date or any earlier repayment date falls on a day that is not a Business Day, then payment of interest and/or principal that would otherwise be payable on such date will be made on the next succeeding Business Day. No interest will accrue on the amount so payable for the period from such Interest Payment Date, Maturity Date or earlier repayment date, as the case may be, to the date payment is made.

Interest on the 2033 Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

The Company may redeem the 2033 Notes, at its option, in whole or in part, at any time and from time to time prior to September 15, 2033 (two months prior to the maturity date of the 2033 Notes) (the "**2033 Par Call Date**"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2033 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2033 Notes matured on the 2033 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2033 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Company may redeem the 2033 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2033 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2033 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2033 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each Series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities of each Series to be affected by such amendment or modification. The Indenture also contains provisions permitting the Holders of at least a majority in principal amount of the outstanding Securities of each Series to be affected by such waiver, on behalf of the Holders of Securities of such Series, to waive compliance by the Company with certain provisions of the Indenture or the Securities with respect to such Series. Once effective, any such consent or waiver by the Holder of this 2033 Note shall be conclusive and binding upon such Holder and upon all future Holders of this 2033 Note and of any 2033 Note issued upon registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this 2033 Note.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

If an Event of Default with respect to the 2033 Notes occurs and is continuing, the principal amount hereof may become immediately due and payable in the manner and with the effect provided in the Indenture.

No reference herein to the Indenture and no provision of this 2033 Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this 2033 Note at the times, place, and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this 2033 Note is registerable in the Security register, upon surrender of this 2033 Note for registration of transfer at the office or agency of the Company duly endorsed, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed, by the Holder hereof or his attorney duly authorized in writing, and thereupon the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new 2033 Notes of the same Series of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by the Indenture.

The 2033 Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this 2033 Note may be exchanged for other Securities of the same Series of any authorized denominations and of a like aggregate principal amount, upon surrender of this 2033 Note at the office or agency of the Company.

No service charge shall be made for any such registration or transfer or exchange, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessment, or other governmental charge that may be imposed in connection therewith.

Prior to the presentment of this 2033 Note for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may deem and treat the Person in whose name this 2033 Note is registered on the Security register as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this 2033 Note is overdue, and neither the Company, the Trustee, nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

The Company may, without the consent of the existing holders of the 2033 Notes, issue additional 2033 Notes of this Series having the same terms (except the issue date, the date from which interest accrues, and, in some cases, the first interest payment date) so that existing 2033 Notes and additional 2033 Notes form the same series under the Indenture, provided, however, that if any such additional 2033 Notes are not fungible with the existing 2033 Notes for U.S. federal income tax purposes, such additional 2033 Notes will have a separate CUSIP number.

This 2033 Note shall be governed by and interpreted in accordance with the laws of the State of New York.

All terms used in this 2033 Note which are defined in the Indenture and are not otherwise defined herein shall have the meanings assigned to them in the Indenture.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s), and transfer(s) unto

_____

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE]

_____

_____

_____

[PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE]

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer such Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT C

FORM

OF

6.550% SENIOR NOTE DUE 2036

Ex. C-1

[FORM OF FACE OF NOTE]

THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (THE "**DEPOSITARY**") OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

No. [ ] $[ ]

CUSIP No. 30303MAP7
ISIN No. US30303MAP77

META PLATFORMS, INC.

6.550% SENIOR NOTE DUE 2036

META PLATFORMS, INC., a corporation in existence under the laws of the State of Delaware (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of $[ ] on November 15, 2036 (the "**Maturity Date**"), and to pay interest on said principal sum semi-annually on May 15 and November 15, commencing May 15, 2027 (each, an "**Interest Payment Date**"), at the rate of 6.550% per annum from November 5, 2026, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of the principal sum has been made or duly provided for. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the Person in whose name this Note (or one or more predecessor Securities) is registered at the close of business on the record date for such Interest Payment Date, which shall be the May 1 and November 1 (whether or not a Business Day) next preceding such Interest Payment Date. If the Company defaults in a payment of any such interest, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail or cause to be mailed or deliver by electronic transmission to each Holder a notice that states the special record date, the payment date, and the amount of defaulted interest to be paid. The Company may pay defaulted interest in any lawful manner.

Payment of the principal of and interest on this Note will be made at the Place of Payment in Dollars as more fully provided in the Indenture.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth at this place. Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated therein referred to in the within- mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE OF NOTE]

META PLATFORMS, INC.

6.550% SENIOR NOTE DUE 2036

This Note is one of a duly authorized issue of debentures, notes, or other debt instruments of the Company (herein called the "**Securities**"), issued and to be issued in one or more Series under an Indenture dated as of August 9, 2022 (the "**Base Indenture**"), as supplemented by the Sixth Supplemental Indenture dated as of November 5, 2026 (the "Sixth **Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "**Trustee**", which term includes any successor Trustee under the Indenture), to which Indenture and any other supplemental indenture thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee, and the Holders of the Securities, the terms upon which the Securities are, and are to be, authenticated and delivered, and the definition of capitalized terms used herein and not otherwise defined herein. The Securities may be issued in one or more Series, which different Series may be issued in various aggregate principal amounts, may be denominated in different currencies, may mature at different times, may bear interest (if any) at different rates (which rates may be fixed or variable), may be subject to different redemption provisions (if any), may be subject to different sinking, purchase, or analogous funds (if any), may be subject to different covenants and Events of Default, and may otherwise vary as provided in the Indenture. This Note is one of a Series of Securities of the Company designated as set forth on the face hereof (herein called the "**2036 Notes**"), initially limited in aggregate principal amount to $4,000,000,000.

Interest on the 2036 Notes will be payable semi-annually in arrears on each Interest Payment Date. If any Interest Payment Date, the Maturity Date or any earlier repayment date falls on a day that is not a Business Day, then payment of interest and/or principal that would otherwise be payable on such date will be made on the next succeeding Business Day. No interest will accrue on the amount so payable for the period from such Interest Payment Date, Maturity Date or earlier repayment date, as the case may be, to the date payment is made.

Interest on the 2036 Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

The Company may redeem the 2036 Notes, at its option, in whole or in part, at any time and from time to time prior to August 15, 2036 (three months prior to the maturity date of the 2036 Notes) (the "**2036 Par Call Date**"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2036 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2036 Notes matured on the 2036 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2036 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Company may redeem the 2036 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2036 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2036 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2036 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each Series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities of each Series to be affected by such amendment or modification. The Indenture also contains provisions permitting the Holders of at least a majority in principal amount of the outstanding Securities of each Series to be affected by such waiver, on behalf of the Holders of Securities of such Series, to waive compliance by the Company with certain provisions of the Indenture or the Securities with respect to such Series. Once effective, any such consent or waiver by the Holder of this 2036 Note shall be conclusive and binding upon such Holder and upon all future Holders of this 2036 Note and of any 2036 Note issued upon registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this 2036 Note.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

If an Event of Default with respect to the 2036 Notes occurs and is continuing, the principal amount hereof may become immediately due and payable in the manner and with the effect provided in the Indenture.

No reference herein to the Indenture and no provision of this 2036 Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this 2036 Note at the times, place, and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this 2036 Note is registerable in the Security register, upon surrender of this 2036 Note for registration of transfer at the office or agency of the Company duly endorsed, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed, by the Holder hereof or his attorney duly authorized in writing, and thereupon the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new 2036 Notes of the same Series of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by the Indenture.

The 2036 Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this 2036 Note may be exchanged for other Securities of the same Series of any authorized denominations and of a like aggregate principal amount, upon surrender of this 2036 Note at the office or agency of the Company.

No service charge shall be made for any such registration or transfer or exchange, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessment, or other governmental charge that may be imposed in connection therewith.

Prior to the presentment of this 2036 Note for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may deem and treat the Person in whose name this 2036 Note is registered on the Security register as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this 2036 Note is overdue, and neither the Company, the Trustee, nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

The Company may, without the consent of the existing holders of the 2036 Notes, issue additional 2036 Notes of this Series having the same terms (except the issue date, the date from which interest accrues, and, in some cases, the first interest payment date) so that existing 2036 Notes and additional 2036 Notes form the same series under the Indenture, provided, however, that if any such additional 2036 Notes are not fungible with the existing 2036 Notes for U.S. federal income tax purposes, such additional 2036 Notes will have a separate CUSIP number.

This 2036 Note shall be governed by and interpreted in accordance with the laws of the State of New York.

All terms used in this 2036 Note which are defined in the Indenture and are not otherwise defined herein shall have the meanings assigned to them in the Indenture.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s), and transfer(s) unto

_____

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE**]**

_____

_____

_____

[PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE**]**

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer such Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT D

FORM

OF

7.350% SENIOR NOTE DUE 2046

Ex. D-1

[FORM OF FACE OF NOTE]

THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (THE "**DEPOSITARY**") OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

No. [ ] $[ ]

CUSIP No. 30303MAQ5
ISIN No. US30303MAQ50

META PLATFORMS, INC.

7.350% SENIOR NOTE DUE 2046

META PLATFORMS, INC., a corporation in existence under the laws of the State of Delaware (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of $[ ] on November 15, 2046 (the "**Maturity Date**"), and to pay interest on said principal sum semi-annually on May 15 and November 15, commencing May 15, 2027 (each, an "**Interest Payment Date**"), at the rate of 7.350% per annum from November 5, 2026, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of the principal sum has been made or duly provided for. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the Person in whose name this Note (or one or more predecessor Securities) is registered at the close of business on the record date for such Interest Payment Date, which shall be the May 1 and November 1 (whether or not a Business Day) next preceding such Interest Payment Date. If the Company defaults in a payment of any such interest, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail or cause to be mailed or deliver by electronic transmission to each Holder a notice that states the special record date, the payment date, and the amount of defaulted interest to be paid. The Company may pay defaulted interest in any lawful manner.

Payment of the principal of and interest on this Note will be made at the Place of Payment in Dollars as more fully provided in the Indenture.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth at this place. Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated therein referred to in the within- mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE OF NOTE]

META PLATFORMS, INC.

7.350% SENIOR NOTE DUE 2046

This Note is one of a duly authorized issue of debentures, notes, or other debt instruments of the Company (herein called the "**Securities**"), issued and to be issued in one or more Series under an Indenture dated as of August 9, 2022 (the "**Base Indenture**"), as supplemented by the Sixth Supplemental Indenture dated as of November 5, 2026 (the "Sixth **Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "**Trustee**", which term includes any successor Trustee under the Indenture), to which Indenture and any other supplemental indenture thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee, and the Holders of the Securities, the terms upon which the Securities are, and are to be, authenticated and delivered, and the definition of capitalized terms used herein and not otherwise defined herein. The Securities may be issued in one or more Series, which different Series may be issued in various aggregate principal amounts, may be denominated in different currencies, may mature at different times, may bear interest (if any) at different rates (which rates may be fixed or variable), may be subject to different redemption provisions (if any), may be subject to different sinking, purchase, or analogous funds (if any), may be subject to different covenants and Events of Default, and may otherwise vary as provided in the Indenture. This Note is one of a Series of Securities of the Company designated as set forth on the face hereof (herein called the "**2046 Notes**"), initially limited in aggregate principal amount to $1,750,000,000.

Interest on the 2046 Notes will be payable semi-annually in arrears on each Interest Payment Date. If any Interest Payment Date, the Maturity Date or any earlier repayment date falls on a day that is not a Business Day, then payment of interest and/or principal that would otherwise be payable on such date will be made on the next succeeding Business Day. No interest will accrue on the amount so payable for the period from such Interest Payment Date, Maturity Date or earlier repayment date, as the case may be, to the date payment is made.

Interest on the 2046 Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

The Company may redeem the 2046 Notes, at its option, in whole or in part, at any time and from time to time prior to May 15, 2046 (six months prior to the maturity date of the 2046 Notes) (the "**2046 Par Call Date**"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2046 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2046 Notes matured on the 2046 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 30 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2046 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Company may redeem the 2046 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2046 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2046 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2046 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each Series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities of each Series to be affected by such amendment or modification. The Indenture also contains provisions permitting the Holders of at least a majority in principal amount of the outstanding Securities of each Series to be affected by such waiver, on behalf of the Holders of Securities of such Series, to waive compliance by the Company with certain provisions of the Indenture or the Securities with respect to such Series. Once effective, any such consent or waiver by the Holder of this 2046 Note shall be conclusive and binding upon such Holder and upon all future Holders of this 2046 Note and of any 2046 Note issued upon registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this 2046 Note.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

If an Event of Default with respect to the 2046 Notes occurs and is continuing, the principal amount hereof may become immediately due and payable in the manner and with the effect provided in the Indenture.

No reference herein to the Indenture and no provision of this 2046 Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this 2046 Note at the times, place, and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this 2046 Note is registerable in the Security register, upon surrender of this 2046 Note for registration of transfer at the office or agency of the Company duly endorsed, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed, by the Holder hereof or his attorney duly authorized in writing, and thereupon the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new 2046 Notes of the same Series of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by the Indenture.

The 2046 Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this 2046 Note may be exchanged for other Securities of the same Series of any authorized denominations and of a like aggregate principal amount, upon surrender of this 2046 Note at the office or agency of the Company.

No service charge shall be made for any such registration or transfer or exchange, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessment, or other governmental charge that may be imposed in connection therewith.

Prior to the presentment of this 2046 Note for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may deem and treat the Person in whose name this 2046 Note is registered on the Security register as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this 2046 Note is overdue, and neither the Company, the Trustee, nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

The Company may, without the consent of the existing holders of the 2046 Notes, issue additional 2046 Notes of this Series having the same terms (except the issue date, the date from which interest accrues, and, in some cases, the first interest payment date) so that existing 2046 Notes and additional 2046 Notes form the same series under the Indenture, provided, however, that if any such additional 2046 Notes are not fungible with the existing 2046 Notes for U.S. federal income tax purposes, such additional 2046 Notes will have a separate CUSIP number.

This 2046 Note shall be governed by and interpreted in accordance with the laws of the State of New York.

All terms used in this 2046 Note which are defined in the Indenture and are not otherwise defined herein shall have the meanings assigned to them in the Indenture.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s), and transfer(s) unto

_____

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE**]**

_____

_____

_____

[PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE**]**

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer such Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT E

FORM

OF

7.500% SENIOR NOTE DUE 2056

Ex. E-1

[FORM OF FACE OF NOTE]

THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (THE "**DEPOSITARY**") OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

No. [ ] $[ ]

CUSIP No. 30303MAR3
ISIN No. US30303MAR34

META PLATFORMS, INC.

7.500% SENIOR NOTE DUE 2056

META PLATFORMS, INC., a corporation in existence under the laws of the State of Delaware (herein called the "**Company**," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of $[ ] on November 15, 2056 (the "**Maturity Date**"), and to pay interest on said principal sum semi-annually on May 15 and November 15, commencing May 15, 2027 (each, an "**Interest Payment Date**"), at the rate of 7.500% per annum from November 5, 2026, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of the principal sum has been made or duly provided for. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the Person in whose name this Note (or one or more predecessor Securities) is registered at the close of business on the record date for such Interest Payment Date, which shall be the May 1 and November 1 (whether or not a Business Day) next preceding such Interest Payment Date. If the Company defaults in a payment of any such interest, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail or cause to be mailed or deliver by electronic transmission to each Holder a notice that states the special record date, the payment date, and the amount of defaulted interest to be paid. The Company may pay defaulted interest in any lawful manner.

Payment of the principal of and interest on this Note will be made at the Place of Payment in Dollars as more fully provided in the Indenture.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth at this place. Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated therein referred to in the within- mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE OF NOTE]
META PLATFORMS, INC.

7.500% SENIOR NOTE DUE 2056

This Note is one of a duly authorized issue of debentures, notes, or other debt instruments of the Company (herein called the "**Securities**"), issued and to be issued in one or more Series under an Indenture dated as of August 9, 2022 (the "**Base Indenture**"), as supplemented by the Sixth Supplemental Indenture dated as of November 5, 2026 (the "Sixth **Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "**Trustee**", which term includes any successor Trustee under the Indenture), to which Indenture and any other supplemental indenture thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee, and the Holders of the Securities, the terms upon which the Securities are, and are to be, authenticated and delivered, and the definition of capitalized terms used herein and not otherwise defined herein. The Securities may be issued in one or more Series, which different Series may be issued in various aggregate principal amounts, may be denominated in different currencies, may mature at different times, may bear interest (if any) at different rates (which rates may be fixed or variable), may be subject to different redemption provisions (if any), may be subject to different sinking, purchase, or analogous funds (if any), may be subject to different covenants and Events of Default, and may otherwise vary as provided in the Indenture. This Note is one of a Series of Securities of the Company designated as set forth on the face hereof (herein called the "**2056 Notes**"), initially limited in aggregate principal amount to $2,750,000,000.

Interest on the 2056 Notes will be payable semi-annually in arrears on each Interest Payment Date. If any Interest Payment Date, the Maturity Date or any earlier repayment date falls on a day that is not a Business Day, then payment of interest and/or principal that would otherwise be payable on such date will be made on the next succeeding Business Day. No interest will accrue on the amount so payable for the period from such Interest Payment Date, Maturity Date or earlier repayment date, as the case may be, to the date payment is made.

Interest on the 2056 Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

The Company may redeem the 2056 Notes, at its option, in whole or in part, at any time and from time to time prior to May 15, 2056 (six months prior to the maturity date of the 2056 Notes) (the "**2056 Par Call Date**"), in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2056 Note must be in a minimum principal amount of $2,000, for a redemption price equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the 2056 Notes matured on the 2056 Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points, less (b) interest accrued to, but excluding, the Redemption Date, and

(ii) 100% of the principal amount of the 2056 Notes to be redeemed, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Company may redeem the 2056 Notes, at its option, in whole or in part, at any time and from time to time on or after the 2056 Par Call Date, in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof, provided that the unredeemed portion of a 2056 Note must be in a minimum principal amount of $2,000, at a redemption price equal to 100% of the principal amount of the 2056 Notes being redeemed plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each Series under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities of each Series to be affected by such amendment or modification. The Indenture also contains provisions permitting the Holders of at least a majority in principal amount of the outstanding Securities of each Series to be affected by such waiver, on behalf of the Holders of Securities of such Series, to waive compliance by the Company with certain provisions of the Indenture or the Securities with respect to such Series. Once effective, any such consent or waiver by the Holder of this 2056 Note shall be conclusive and binding upon such Holder and upon all future Holders of this 2056 Note and of any 2056 Note issued upon registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this 2056 Note.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

If an Event of Default with respect to the 2056 Notes occurs and is continuing, the principal amount hereof may become immediately due and payable in the manner and with the effect provided in the Indenture.

No reference herein to the Indenture and no provision of this 2056 Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this 2056 Note at the times, place, and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this 2056 Note is registerable in the Security register, upon surrender of this 2056 Note for registration of transfer at the office or agency of the Company duly endorsed, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed, by the Holder hereof or his attorney duly authorized in writing, and thereupon the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new 2056 Notes of the same Series of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by the Indenture.

The 2056 Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this 2056 Note may be exchanged for other Securities of the same Series of any authorized denominations and of a like aggregate principal amount, upon surrender of this 2056 Note at the office or agency of the Company.

No service charge shall be made for any such registration or transfer or exchange, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessment, or other governmental charge that may be imposed in connection therewith.

Prior to the presentment of this 2056 Note for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may deem and treat the Person in whose name this 2056 Note is registered on the Security register as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this 2056 Note is overdue, and neither the Company, the Trustee, nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

The Company may, without the consent of the existing holders of the 2056 Notes, issue additional 2056 Notes of this Series having the same terms (except the issue date, the date from which interest accrues, and, in some cases, the first interest payment date) so that existing 2056 Notes and additional 2056 Notes form the same series under the Indenture, provided, however, that if any such additional 2056 Notes are not fungible with the existing 2056 Notes for U.S. federal income tax purposes, such additional 2056 Notes will have a separate CUSIP number.

This 2056 Note shall be governed by and interpreted in accordance with the laws of the State of New York.

All terms used in this 2056 Note which are defined in the Indenture and are not otherwise defined herein shall have the meanings assigned to them in the Indenture.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s), and transfer(s) unto

_____

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE]

_____

_____

_____

[PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE]

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer such Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever

Exhibit 5.1

Davis Polk

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
davispolk.com

November 5, 2026

Meta Platforms, Inc.
1 Meta Way
Menlo Park, California 94025

Ladies and Gentlemen:

Meta Platforms, Inc., a Delaware corporation (the "Company"), has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-295425) (the "Registration Statement") for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), certain securities, including $3,250,000,000 aggregate principal amount of its 5.850% Senior Notes due 2031 (the "2031 Notes"), $3,250,000,000 aggregate principal amount of its 6.250% Senior Notes due 2033 (the "2033 Notes"), $4,000,000,000 aggregate principal amount of its 6.550% Senior Notes due 2036 (the "2036 Notes"), $1,750,000,000 aggregate principal amount of its 7.350% Senior Notes due 2046 (the "2046 Notes"), and $2,750,000,000 aggregate principal amount of its 7.500% Senior Notes due 2056 (the "2056 Notes" and, together with the 2031 Notes, the 2033 Notes, the 2036 Notes, and the 2046 Notes, the "Securities"). The Securities are to be issued pursuant to the provisions of the Original Indenture dated as of August 9, 2022 (the "Original Indenture") between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Indenture establishing the terms of the Securities, dated as of November 5, 2026, between the Company and the Trustee (the "Sixth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"). The Securities are to be sold pursuant to the Underwriting Agreement dated November 3, 2026 (the "Underwriting Agreement") among the Company and the several underwriters named therein (the "Underwriters").

We, as your counsel, have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

In rendering the opinion expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all signatures on all documents that we reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vi) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we advise you that, in our opinion, when the Securities have been duly executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, the Securities will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of

reasonableness and equitable principles of general applicability, provided that we express no opinion as to, (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Securities to the extent determined to constitute unearned interest.

In addition, we have assumed that the Indenture and the Securities (collectively, the "Documents") are valid, binding and enforceable agreements of each party thereto (other than as expressly covered above in respect of the Company). We have also assumed that the execution, delivery and performance by each party to each Document to which it is a party (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, provided that we make no such assumption to the extent that we have specifically opined as to such matters with respect to the Company.

We are members of the Bar of the State of New York and the foregoing opinion is limited to the laws of the State of New York and the General Corporation Law of the State of Delaware, except that we express no opinion as to (i) any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate or (ii) any law, rule or regulation relating to national security.

We hereby consent to the filing of this opinion as an exhibit to a report on Form 8-K to be filed by the Company on the date hereof and its incorporation by reference into the Registration Statement and further consent to the reference to our name under the caption "Legal Matters" in the prospectus supplement which is a part of the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Davis Polk & Wardwell LLP

Exhibit 10.1

November 4, 2026

To: **Meta Platforms, Inc.**
1 Meta Way
Menlo Park, California 94025

From: **Morgan Stanley Capital Services LLC**
1585 Broadway, 6th Floor
New York, NY 10036

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the transaction entered into between us on the date hereof (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

1. The definitions and provisions contained in the 2000 ISDA Definitions (the "**2000 Definitions**") and the 2002 ISDA Equity Derivatives Definitions (the "**2002 Definitions**" and, together with the 2000 Definitions, the "**Definitions**"), each as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation.

   Each party further agrees that this Confirmation together with the Agreement evidence a complete binding agreement between Party A and Party B as to the subject matter and terms of the Transaction to which this Confirmation relates, and shall supersede all prior or contemporaneous written or oral communications with respect thereto. This Confirmation shall supplement, form a part of, and be subject to an agreement in the form of the 2002 ISDA Master Agreement (the "**Agreement**") as if Party A and Party B had executed an agreement in such form on the date hereof (but without any Schedule except for (i) the election of the laws of the State of New York as the governing law (without regard to New York's choice of laws doctrine other than Title 14 of Article 5 of the New York General Obligations Law); (ii) the election of U.S. Dollars as the Termination Currency; (iii) the word "first" shall be replaced with the word "third" each time it occurs in Section 5(a)(i) of the Agreement; and (iv) the election that the "Cross Default" provisions of Section 5(a)(vi) of the Agreement shall apply to Party A as if (a) the phrase ", or becoming capable at such time of being declared," were deleted from Section 5(a)(vi)(1) of the Agreement; (b) the "Threshold Amount" with respect to Party A were three percent of the shareholders' equity of Party A's ultimate parent; (c) the following language were added to the end of Section 5(a)(vi) of the Agreement: "Notwithstanding the foregoing, a default under subsection (2) hereof shall not constitute an Event of Default if (x) the default was caused solely by error or omission of an administrative or operational nature; (y) funds were available to enable the party to make the payment when due; and (z) the payment is made within one Local Business Day of such party's receipt of written notice of its failure to pay."; and (d) the term "Specified Indebtedness" had the meaning specified in Section 14 of the Agreement, except that such term shall not include obligations in respect of deposits received in the ordinary course of a party's banking business). The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement. For purposes of the 2002 Definitions, the Transaction is a Share Forward Transaction.

   The Transaction consists of a series of Components. Each reference in this Confirmation to Components should be construed accordingly. To the extent expressly provided for in this Confirmation, the exercise of rights under, and payments and deliveries required to be made in respect of, the Transaction will be determined separately for each Component, as if each were a separate Transaction under the Agreement. For all other purposes under the Agreement (including, without limitation, Sections 5 and 6 of the Agreement), the Components, together, will be treated as one Transaction.

In the event of any inconsistency among the Agreement, this Confirmation, the 2002 Definitions, and the 2000 Definitions, the following will prevail in the order of precedence indicated: (i) this Confirmation, (ii) the 2002 Definitions, (iii) the 2000 Definitions, and (iv) the Agreement.

Party A and Party B each represents to the other that it has entered into the Transaction in reliance upon such tax, accounting, regulatory, legal, and financial advice as it deems necessary and not upon any view expressed by the other.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms

Buyer:	Party A
Seller:	Party B
Party A:	Morgan Stanley Capital Services LLC
Party B:	Meta Platforms, Inc.
Trade Date:	November 4, 2026
Effective Date:	November 5, 2026
Aggregate Base Amount:	3,000,000 Shares
Components and Base Amount:	The Transaction will consist of 10 Components, each with a Base Amount equal to 1/10th of the Aggregate Base Amount and each with the terms and conditions as set forth in this Confirmation. The payments and deliveries to be made upon settlement of the Transaction shall be determined separately for each Component as if such Component were a separate Transaction. On the Settlement Date for a Component, the Base Amount of such Component shall be reduced to zero.
Maturity Date:	With respect to any Component, as specified in Schedule I under the heading "Maturity Date" (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already listed in Schedule I as a Maturity Date for another Component or deemed to be a Maturity Date for another Component).
Forward Price:	On the Effective Date, the Initial Forward Price, and on any other day thereafter, the Forward Price as of the immediately preceding calendar day *multiplied by* the sum of (i) 1 and (ii) the Daily Rate for such day; *provided* that on each Forward Price Reduction Date, the Forward Price in effect on such date shall be the Forward Price otherwise in effect on such date, *minus* the Forward Price Reduction Amount for such Forward Price Reduction Date.
Initial Forward Price:	$622.91875 per Share.
Daily Rate:	For any day, (i)(A) the Overnight Bank Rate for such day, *minus* (B) the Spread, *divided by* (ii) 365.
Overnight Bank Rate:	For any day, the rate set forth for such day opposite the caption "Overnight bank funding rate," as such rate is displayed on Bloomberg Screen "OBFR01 <Index> <GO>", or any successor page; *provided* that, if no rate appears for a particular day on such page, the rate for the immediately preceding day for which a rate does so appear shall be used for such day.

Spread:	[ ]%
Forward Price Reduction Date:	Each date (other than the Trade Date) set forth on Schedule II under the heading "Forward Price Reduction Date."
Forward Price Reduction Amount:	For each Forward Price Reduction Date, the Forward Price Reduction Amount set forth opposite such date on Schedule II.
Shares:	Class A Common Stock, par value $0.000006 per share, of Party B (also referred to herein as the "**Issuer**") (Exchange identifier: "META").
Exchange:	The Nasdaq Global Select Market.
Related Exchange(s):	All Exchanges.
Clearance System:	The Depository Trust Company.
Calculation Agent:	Party A; *provided* that following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which Party A is the Defaulting Party, Party B shall have the right to designate an independent nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives to replace Party A as Calculation Agent, and the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent. Any determination or calculation by the Calculation Agent in such capacity shall be made in good faith and in a commercially reasonable manner. In the event that the Calculation Agent makes any determination or calculation pursuant to this Confirmation, the Agreement or the 2002 Definitions, promptly following receipt of a written request from either party hereto, the Calculation Agent shall provide an explanation in reasonable detail of the basis for such determination or calculation if requested by such party, it being understood that the Calculation Agent shall not be obligated to disclose any proprietary models or proprietary or confidential information used by it for such determination or calculation.

Settlement Terms:

In respect of any Component:

Settlement Date:	Any Scheduled Trading Day following the Effective Date and up to and including the Maturity Date for such Component, as designated by, (a) Party A pursuant to "Termination Settlement" below, (b) with respect to any Component other than a Component that is subject to a Class C in Lieu of Class A Settlement Election, Party B in a written notice (a "**Settlement Notice**") that is delivered to Party A no later than the fifth (5th) Scheduled Trading Day immediately preceding the Settlement Date designated for such Component or (c) with respect to any Component that is subject to a Class C in Lieu of Class A Settlement Election, Party B in a Class C Election Settlement Notice; *provided* that:

(i) the Maturity Date for such Component shall be the Settlement Date for such Component if on such date the Base Amount for such Component is greater than zero;

(ii) if the designated Settlement Date for such Component (including a Settlement Date occurring on the Maturity Date of such Component) is not a Clearance System Business Day, the Settlement Date for such Component shall be the next following Clearance System Business Day;

(iii) Party B may not deliver a Settlement Notice to Party A if the Settlement Date specified in such Settlement Notice is scheduled to occur prior to the earlier of (x) the date on which the Underwriter (as defined in the Underwriting Agreement) that is an Affiliate of Party A has sold all of its allocation of Forward Underwritten Shares (as defined in the Underwriting Agreement) pursuant to the "Registration Statement" (as defined in the Underwriting Agreement) with delivery of the "Prospectus" (as defined in the Underwriting Agreement) to the purchaser(s) thereof and (y) the date that is 30 days following the Effective Date; and

(iv) notwithstanding any other provisions hereof, with respect to any Settlement Notice delivered by Party B with respect to the Class C Transaction, the Settlement Date for such Component shall occur no earlier than the Exchange Business Day immediately following the date that Party A has completed the introduction of the full number of Class C Shares underlying such Component into the market as contemplated below opposite the caption "Consequences of a Class C Effective Date" (the "**Class C Distribution Adjustment End Date**").

Settlement Shares:	With respect to any Settlement Date for such Component, a number of Shares equal to the Base Amount for such Component.
Settlement Method:	Physical Settlement.
Registration Conditions:	A registration statement (the "**Registration Statement**") is filed with the Securities and Exchange Commission that is effective, in compliance with the Securities Act and usable for the sale by Party A (or an affiliate thereof) of a number of Class C Shares in the amount as required pursuant to the relevant provision of this Confirmation and no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act, no order preventing or suspending the use of any preliminary prospectus with respect to such Registration Statement has been issued and no proceedings for any of those purposes have been instituted or are pending or, to Party B's knowledge, contemplated. For the avoidance of doubt, the Registration Conditions shall not be deemed satisfied on any day outside of the Issuer's open trading window, unless the parties agree otherwise based on reasonable diligence of the facts and circumstances with respect to such day.
Market Disruption Event:	Section 6.3(a)(ii) of the 2002 Definitions is hereby amended by replacing clause (ii) in its entirety with "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) the phrase "; in each case that the Calculation Agent determines is material." If any Settlement Date is a Disrupted Day, in whole or in part, the Calculation Agent shall make commercially reasonable adjustments to the terms of the Transaction to account for the occurrence of such Disrupted Day.
Exchange Act:	The Securities Exchange Act of 1934, as amended from time to time.

Physical Settlement:	On the Settlement Date for such Component, Party B shall deliver to Party A through the Clearance System the Settlement Shares for such Component and Settlement Date, and Party A shall pay to Party B, by wire transfer of immediately available funds to an account designated by Party B, an amount in cash equal to the Physical Settlement Amount for such Component and Settlement Date, on a delivery versus payment basis; *provided* that if such Component is subject to a Class C in Lieu of Class A Settlement Election, (1) such Settlement Shares shall be delivered no later than 9:00 a.m., New York City time, on the Settlement Date for such Component and (2) payment by Party A of the Physical Settlement Amount for such Component shall be made on the next Local Business Day immediately following such Settlement Date. If, on any Settlement Date, the Shares to be delivered by Party B to Party A hereunder are not so delivered (the "**Deferred Shares**"), and a Forward Price Reduction Date occurs during the period from, and including, such Settlement Date to, but excluding, the date such Shares are actually delivered to Party A, then the portion of the Physical Settlement Amount payable by Party A to Party B in respect of the Deferred Shares shall be reduced by an amount equal to the Forward Price Reduction Amount for such Forward Price Reduction Date, *multiplied by* the number of Deferred Shares.
Physical Settlement Amount:	An amount in cash equal to the product of (i) the Forward Price on the Settlement Date for such Component and (ii) the number of Settlement Shares for such Component and Settlement Date; *provided* that (a) with respect to any Component where the Shares are Class C Shares (including as a result of a Class C in Lieu of Class A Settlement Election), the Forward Price shall be multiplied by 0.9980 and (b) that if such Component is subject to a Class C in Lieu of Class A Settlement Election, then, with respect to such Component and Settlement Date only, the Forward Price on such Settlement Date shall be further reduced by the Class C Election Adjustment Factor.
Class C in Lieu of Class A Settlement Election:	At any time after the Class C Effective Date occurs and on or prior to the Class C Election Deadline, Party B may elect, in a written notice delivered to Party A (a "**Class C Election Settlement Notice**") at least five (5) Scheduled Trading Days prior to the first Settlement Date of any Component under the Class A Transaction designated in such Class C Election Settlement Notice, that the Class A Transaction shall be modified with respect to all Components, with such modification effective with respect to a Component on the Settlement Date for such Component, such that the "Shares" for each Component shall be the Class C Shares. A Class C Election Settlement Notice shall not be effective unless it contains a representation by Party B substantially in the following form: "As of the date of this Class C Election Settlement Notice, (1) Party B is not aware of any material non-public information concerning itself, the Class A Shares or the Class C Shares, and is making the Class C in Lieu of Class A Settlement Election in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws and (2) the Registration Conditions will be satisfied as of each Settlement Date for each Component of the Class A Transaction with respect to a number of Class C Shares equal to the Aggregate Base Amount of all Components under the Class A Transaction that have not yet been settled." The Class C Election Settlement Notice shall designate the Settlement Date for the first Component of the Class A Transaction, which shall be no earlier than the Class C Distribution Adjustment End Date, and each subsequent Exchange Business Day that is not a Disrupted Day shall be the Settlement Date for the next Component of the Class A Transaction, with no Settlement Date for any Component being a Settlement Date for any other Component; *provided* that any such designation (a) shall not be effective to establish a Settlement Date with respect to a Component unless the Registration Conditions are satisfied as of such Settlement Date with respect to a number of Class C Shares equal to the Base Amount of such Component and (b) shall not be effective to establish a Settlement Date with respect to a Component unless Party B has complied in all material respects with the Class C Procedures applicable to such Settlement Date.

	On the Settlement Date for any Component subject to a Class C in Lieu of Class A Settlement Election, Party A shall use commercially reasonable efforts to sell (or cause its Affiliate to sell) a number of Class C Shares equal to the Base Amount for such Component under the Registration Statement. If Party A is unable, after using commercially reasonable efforts, to (a) sell (or cause its Affiliate to sell) a number of Class C Shares equal to the Base Amount for such Component under the Registration Statement on a Settlement Date or (b) purchase (or cause its Affiliate to purchase) a number of Class A Shares on a Settlement Date sufficient to unwind Party A's hedge position with respect to the Class A Shares underlying such Component, the Calculation Agent shall (x) make commercially reasonable adjustments to the Base Amount for the relevant Component, and (y) designate an additional Settlement Date in the manner described in the immediately preceding paragraph for the remaining number of Shares in the original Base Amount for such Component; *provided* that, to the extent an additional Settlement Date has already been established pursuant to this sentence, the Calculation Agent shall allocate some or all of the remaining number of Shares in the original Base Amount for such Component to such additional Settlement Date to the extent such allocation would not result in a Base Amount for such additional Settlement Date in excess of the amount originally scheduled to apply to each Settlement Date subject to the Class C in Lieu of Class A Settlement Election. For the avoidance of doubt, the Shares subject to an additional Settlement Date designated as described in prong (y) above (including the proviso thereto) shall be deemed to comprise an additional Component settling on such Settlement Date, and shall no longer be included in the original Components.
Class C Election Deadline:	The 15th Scheduled Trading Day preceding the Maturity Date for the Component with the earliest Maturity Date.
Class C Election Adjustment Factor:	A dollar amount equal to $SP_A - SP_C$, where: SP_A = the VWAP of the Class A Shares on such Settlement Date; and SP_C = the VWAP of the Class C Shares on such Settlement Date. Notwithstanding anything to the contrary contained herein, in the Agreement or in the Definitions, the Class C Election Adjustment Factor shall not be less than zero.
VWAP:	For any Exchange Business Day, the per Share volume-weighted average price of the Shares as displayed under the heading "Bloomberg VWAP" on Bloomberg page "[X] <EQUITY> AQR" where "[X]" represents the composite ticker for the Class A Shares or the Class C Shares, as applicable (or, if such page is not available, its equivalent successor page), applying condition code "OL" but not applying conditions codes "PR" or "V" and excluding any trades in excess of 10,000 Shares, in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time (including the market center opening and closing trades which are condition codes "OP" and "6"), on such Exchange Business Day (or, if such volume-weighted average price is unavailable, the market value of one Share on such Exchange Business Day, as determined, using a volume-weighted average price method, by the Calculation Agent). The VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session.

Cash Settlement:	Not applicable.
Net Share Settlement:	Not applicable.
Settlement Currency:	USD
Failure to Deliver:	Inapplicable.

Adjustments:

In respect of any Component:

Extraordinary Events:	The consequences that would otherwise apply under Article 12 of the 2002 Definitions to any applicable Extraordinary Event shall not apply. In lieu of the applicable provisions contained in Article 12 of the 2002 Definitions, the consequences of any Extraordinary Event shall be as specified under the captions "Acceleration Events" and "Termination Settlement" below.
Tender Offer:	Applicable; *provided* that Section 12.1(d) of the 2002 Definitions shall be amended by (i) replacing the reference therein to "10%" with a reference to "20%", (ii) with respect to the Original Transaction and the Class A Transaction, replacing the reference therein to "voting shares of the Issuer" with a reference to "Class A Shares" and (iii) with respect to the Class C Transaction, replacing the reference therein to "voting shares of the Issuer" with a reference to "Class C Shares."
Potential Adjustment Event:	The definition of "Potential Adjustment Event" in Section 11.2(e) of the 2002 Definitions shall not include clause (iii) thereof for purposes of the Transaction. Notwithstanding Section 11.2(e)(v) of the 2002 Definitions, the following repurchases of Shares (if applicable) shall not be considered to be a Potential Adjustment Event: (i) Shares withheld from employees of Party B or its Affiliates to pay certain withholding taxes upon the vesting of Share awards granted to such employees under compensation or benefit plans of Party B; and (ii) Shares purchased in connection with the reinvestment of dividends by recipients of Share awards under Party B's compensation or benefit plans; and (iii) Shares purchased in connection with the operation of Party B's 401(k) plans or dividend reinvestment and direct stock purchase plans; and (iv) Shares purchased by Party B to offset any shareholder dilution arising from the exercise of options to purchase Shares; and (v) Shares purchased by Party B pursuant to its existing repurchase authorization as in effect, and as publicly disclosed, as of October 26, 2026. Notwithstanding Section 11.2(e) of the 2002 Definitions, the following shall not be considered to be a Potential Adjustment Event: (a) the Class C Distribution and (b) any issuance of Shares by Party B to employees, officers and directors of Party B that are registered on SEC Form S-8.

Method of Adjustment:	Calculation Agent Adjustment; notwithstanding anything in the 2002 Definitions to the contrary, the Calculation Agent may make an adjustment pursuant to Calculation Agent Adjustment to any one or more of the Aggregate Base Amount, any Base Amount, the Forward Price and any other variable relevant to the settlement or payment terms of the Transaction. Notwithstanding anything to the contrary herein or in the 2002 Definitions, the adjustment as a result of an "Additional Dividend' under, and as defined in, the Founder Alignment Agreement, dated as of October 20, 2026, by and between the Issuer and Mark Zuckerberg (each, an "**Additional Class C Distribution**"), shall result in (a) a Base Amount for each Component of each of the Class A Transaction and the Class C Transaction that is at least equal to two (2), *multiplied by* the Base Amount for such Component immediately preceding such adjustment and (b) a Forward Price for each of the Class A Transaction and the Class C Transaction that is no greater than 50% of the Forward Price for such Transaction immediately preceding such adjustment. For the avoidance of doubt, neither the declaration nor occurrence of an Additional Class C Distribution shall constitute an Extraordinary Event or Acceleration Event, but both shall be Potential Adjustment Events.
Class C Distribution:	The dividend of one share of the Class C Common Stock for each outstanding share of the Class A Common Stock and Class B Common Stock of the Issuer, declared by the Board of Directors of the Issuer on October 20, 2026 contingent on the filing and effectiveness of the Amended and Restated Certificate of Incorporation of the Issuer filed with the Secretary of State of the State of Delaware on October 21, 2026 (the "**Proposed Class C Dividend**") or any reclassification or recapitalization (in each case, other than through a merger) of each share of Class A Common Stock outstanding into one share of Class A Common Stock and one share of Class C Common Stock, where such reclassification or recapitalization is economically equivalent to the Proposed Class C Dividend. For the avoidance of doubt, neither the declaration nor occurrence of the Class C Distribution shall constitute a Potential Adjustment Event, Extraordinary Event or Acceleration Event.
Class C Effective Date:	The date when the Issuer issues, in connection with the Class C Distribution, shares of Class C Common Stock that are approved for listing, subject to official notice of issuance, on the Nasdaq Global Select Market, the Nasdaq Global Market or the New York Stock Exchange.
Class C Shares:	Class C Common Stock of the Issuer described in the Issuer's Amended and Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on October 21, 2026.
Consequences of a Class C Effective Date:	As of the Class C Effective Date, the Transaction shall be considered two separate Transactions, each with terms identical to those of the Transaction immediately prior to the Class C Effective Date (the "**Original Transaction**" and the Shares under such Original Transaction, the "**Original Shares**"), except that: (i) the "Shares" for one of the Transactions (the "**Class A Transaction**") shall be the Original Shares; (ii) the "Shares" for the other transaction (the "**Class C Transaction**") shall be the Class C Shares; (iii) the "Base Amount" for each Component of the Class A Transaction shall equal the Base Amount for such Component of the Original Transaction (as in effect immediately prior to the Class C Effective Date);

(iv) the "Base Amount" for each Component of the Class C Transaction shall equal the Base Amount for such Component of the Original Transaction (as in effect immediately prior to the Class C Effective Date);

(v) the "Forward Price" of the Class A Transaction shall be equal to (x) the Forward Price of the Original Transaction before taking into account the Class C Effective Date *divided by* (y) two (2);

(vii) the "Forward Price" of the Class C Transaction shall be equal to (x) the Forward Price of the Original Transaction before taking into account the Class C Effective Date *divided by* (y) two (2);

(vii) the "Forward Price Reduction Amounts" for the Class A Transaction shall be (x) the Forward Price Reduction Amounts specified in Schedule II *divided by* (y) two (2);

(viii) the "Forward Price Reduction Amounts" for the Class C Transaction shall be the Forward Price Reduction Amounts specified in Schedule II *divided by* (y) two (2); and

(ix) with respect to the Class C Transaction, if the Class C Shares are listed on the New York Stock Exchange or the Nasdaq Global Market, "Exchange" shall be revised from "Nasdaq Global Select Market" to the New York Stock Exchange or the Nasdaq Global Market, as applicable.

Following the Class C Distribution, this Confirmation shall apply in all respects (except as provided above) to both the Class A Transaction and the Class C Transaction as if each were a separate Transaction under the Agreement.

Party B shall use commercially reasonable efforts to (a) satisfy the Registration Conditions in respect of a number of Class C Shares equal to the aggregate Base Amount for all Components of the Class C Transaction as soon as reasonably practicable following the Class C Effective Date, (b) keep the Registration Conditions satisfied for the 20 Exchange Business Days that are not Disrupted Days following the date the Registration Conditions were first satisfied on or after the second (2^{nd}) Exchange Business Day following the Class C Effective Date (such 20^{th} Exchange Business Day that is not a Disrupted Day, the "**Class C Registration Effectiveness End Date**") and (c) comply with the Class C Procedures.

Party A shall use commercially reasonable efforts to sell (or cause its Affiliate to sell) a number of Class C Shares equal to the aggregate Base Amount for all Components of the Class C Transaction under the Registration Statement by the Class C Registration Effectiveness End Date.

Additional Adjustment: If in Party A's good faith and commercially reasonable judgment, the stock loan fee to Party A (or an Affiliate thereof), excluding the federal funds rate (or other interest rate) component payable by the relevant stock lender to Party A or such Affiliate (the "**Stock Loan Fee**"), over any one-month period (or, in respect of any day from, and including, the Trade Date to, but excluding, the date that is one month following the Trade Date, over the period of days as have elapsed from, and including, the Trade Date to, and including, such day), of borrowing a number of Shares equal to the Aggregate Base Amount of all Components to hedge its exposure to the Transaction exceeds a weighted average rate equal to 50 basis points per annum, the Calculation Agent shall reduce the Forward Price applicable to each Component in order to compensate Party A for the amount by which the Stock Loan Fee exceeded a weighted average rate equal to 50 basis points per annum during such period. The Calculation Agent shall notify Party B prior to making any such adjustment to the Forward Price and, upon the request of Party B, Party A shall provide an itemized list of the Stock Loan Fees for the applicable period specified above in this paragraph.

Account Details:

Payments to Party A:	To be advised under separate cover or telephone confirmed prior to each Settlement Date.
Payments to Party B:	To be advised under separate cover or telephone confirmed prior to each Settlement Date.
Delivery of Shares to Party A:	To be advised.
Delivery of Shares to Party B:	To be advised.

3. Other Provisions:

Conditions to Effectiveness:

The effectiveness of this Confirmation on the Effective Date shall be subject to (i) the condition that the representations and warranties of Party B contained in the Underwriting Agreement dated October 26, 2026 among Party B and Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, as Representatives of the several Underwriters (the "**Underwriting Agreement**") and any certificate delivered pursuant thereto by Party B are true and correct or, as provided in the Underwriting Agreement or such certificate, true and correct in all material respects on the Effective Date as if made as of the Effective Date, (ii) the condition that Party B has performed all of the obligations required to be performed by it under the Underwriting Agreement on or prior to the Effective Date, (iii) the condition that Party B has delivered to Party A an opinion of counsel dated as of the Effective Date with respect to matters set forth in Section 3(a) of the Agreement, (iv) the satisfaction of all of the conditions set forth in Section 6 of the Underwriting Agreement, (v) the condition that the Underwriting Agreement shall not have been terminated pursuant to Section 6 or 10 thereof, and (vi) the condition that neither of the following has occurred (A) in Party A's good faith and commercially reasonable judgment, Party A (or its Affiliate) is unable to borrow and deliver for sale a number of Shares equal to the Aggregate Base Amount, or (B) in Party A's good faith and commercially reasonable judgment Party A (or its Affiliate) would incur a Stock Loan Fee of more than a rate equal to 500 basis points per annum to do so (in which event this Confirmation shall be effective but the Aggregate Base Amount for the Transaction shall be the number of Shares Party A (or an Affiliate thereof) is required to deliver in accordance with Section 3(d) of the Underwriting Agreement).

Representations and Agreements of Party A and Party B:

Each of Party A and Party B represents, warrants and covenants that it:

(a) (i) has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of entering into the Transaction; (ii) has consulted with its own legal, financial, accounting and tax advisors in connection with the Transaction; and (iii) is entering into the Transaction for a bona fide business purpose;

(b) is not and has not been the subject of any civil proceeding of a judicial or administrative body of competent jurisdiction that could reasonably be expected to impair materially its ability to perform its obligations hereunder; and

(c) will by the next succeeding New York Business Day notify the other party upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default in respect of which it is the Defaulting Party.

Additional Representations, Warranties and Agreements of Party B: Party B hereby represents and warrants to, and agrees with, Party A as of the date hereof that:

(a) Any Shares, when issued and delivered in accordance with the terms of the Transaction, will be duly authorized and validly issued, fully paid and nonassessable, and the issuance thereof will not be subject to any preemptive or similar rights.

(b) Party B has reserved and will keep available at all times, free from preemptive rights, out of its authorized but unissued Shares, solely for the purpose of issuance upon settlement of the Transaction as herein provided, the full number of Shares as shall be issuable at such time upon settlement of the Transaction. All Shares so issuable shall, upon such issuance, be accepted for listing on the Exchange.

(c) Party B agrees to provide Party A with at least three days' written notice (an "**Issuer Repurchase Notice**") prior to executing any repurchase of Shares by Party B or any of its subsidiaries (or entering into any contract that would require, or give the option to, Party B or any of its subsidiaries, to purchase or repurchase Shares), whether out of profits or capital or whether the consideration for such repurchase is cash, securities or otherwise (an "**Issuer Repurchase**"), that alone or in the aggregate would result in the Base Amount Percentage (as defined below) being (i) equal to or greater than 5.0% of the outstanding Shares and (ii) greater by 0.5% or more than the Base Amount Percentage at the time of the immediately preceding Issuer Repurchase Notice (or in the case of the first such Issuer Repurchase Notice, greater than the Base Amount Percentage as of the later of the date hereof or the immediately preceding Settlement Date, if any). The "**Base Amount Percentage**" as of any day is the fraction (1) the numerator of which is the sum of (i) the Base Amounts of all Components not yet settled, and (ii) the "Base Amounts" (as such termed is defined in the confirmation dated as of October 26, 2026 between Party A and Party B relating to a substantially identical forward transaction initially with respect to 20,000,000 Shares (the "**Base Confirmation**")) of all "Components" (as such term is defined in the Base Confirmation) not yet settled, and (2) the denominator of which is the number of Shares outstanding on such day.

(d) No filing with, or approval, authorization, consent, license, registration, qualification, order or decree of, any court or governmental authority or agency, domestic or foreign, is necessary or required for the execution, delivery and performance by Party B of this Confirmation and the consummation of the Transaction (including, without limitation, the issuance and delivery of Shares on any Settlement Date) except (i) such as have been obtained under the Securities Act of 1933, as amended (the "**Securities Act**"), and (ii) as may be required to be obtained under state securities laws.

(e) Party B agrees not to make any Issuer Repurchase if, immediately following such Issuer Repurchase, the Base Amount Percentage would be equal to or greater than 9.0%.

(f) Party B is not insolvent, nor will Party B be rendered insolvent as a result of the Transaction.

(g) During any Adjustment Window, neither Party B nor any of its controlled affiliates shall directly or indirectly (which shall be deemed to include the writing or purchase of any cash-settled or other derivative transaction which references Shares and provides such party "long" economic exposure, or any structured Share repurchase or other derivative with a hedging period, calculation period or settlement valuation period or similar period that overlaps with such Adjustment Window) purchase, offer to purchase, place any bid or limit order relating to a purchase of or commence any tender offer relating to Shares (or any security convertible into or exchangeable or exercisable for Shares) without the prior written approval of Party A. Notwithstanding the foregoing, nothing in the preceding sentence shall prohibit privately negotiated (off-market) transactions by Party B or any such affiliate, not involving any derivative instrument, to purchase Shares from existing

holders of Shares in transactions that do not result in, or relate to, purchases of Shares in the public market by such existing holders in connection with such transactions. "**Adjustment Window**" means (a) with respect to the Class C Transaction, the period, from, and including, the second (2nd) Exchange Business Day following the Class C Effective Date to, and including, the Class C Distribution Adjustment End Date and (b) with respect to any Component subject to the Class C in Lieu of Class A Settlement Election, the period from, and including, the date of the Class C Election Settlement Notice to, and including, the final Settlement Date under the Class A Transaction.

(h) Party B shall not engage in the sale of any Shares pursuant to an effective registration statement under the Securities Act during any Adjustment Window (not including, for the avoidance of doubt, any sales with respect to the Registration Statement as contemplated in this Confirmation).

(i) Party B is an "eligible contract participant" (as such term is defined in Section la(18) of the Commodity Exchange Act, as amended).

(j) In addition to any other requirements set forth herein, Party B agrees not to deliver a Settlement Notice or a Class C Election Settlement Notice if, and any Settlement Notice or a Class C Election Settlement Notice previously delivered shall be void to the extent that, in the reasonable judgment of either Party A or Party B, such settlement or Party A's related market activity would result in a violation of the U.S. federal securities laws or any other federal or state law or regulation applicable to Party A or Party B.

(k) Party B (i) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (ii) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (iii) has total assets of at least $50 million as of the date hereof.

(l) Party B acknowledges and agrees that:

(i) during the term of the Transaction, Party A and its Affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to establish, adjust or unwind its hedge position with respect to the Transaction;

(ii) Party A and its Affiliates may also be active in the market for the Shares and Share-linked transactions other than in connection with hedging activities in relation to the Transaction;

(iii) Party A shall make its own determination as to whether, when or in what manner any hedging or market activities in Party B's securities shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Forward Price, the VWAP and the terms of the Transaction;

(iv) any market activities of Party A and its Affiliates with respect to the Shares may affect the market price and volatility of the Shares, as well as the Forward Price and VWAP, each in a manner that may be adverse to Party B; and

(v) the Transaction is a derivatives transaction in which it has granted Party A the right, under certain circumstances, to receive cash or Shares, as the case may be; Party A may purchase Shares for its own account at an average price that may be greater than, or less than, the effective price paid by Party B under the terms of the Transaction.

(m) Party B will notify Party A within five Exchange Business Days of obtaining knowledge of the occurrence of any event that would constitute a Potential Adjustment Event (or, if earlier, the date on which it publicly discloses such Potential Adjustment Event).

(n) Party B hereby agrees with Party A that during any Adjustment Window (as defined below) Party B shall not communicate, directly or indirectly, any Material Non-Public Information (as defined herein) to any employee of Party A, other than Anthony Cicia, Eric Wang, Joel Carter. Diana Doyle, Matthew Dejana, Klavs Takhtani, Ben Vacher or any other designee confirmed in writing by Party A. For purposes of the Transaction, "**Material Non-Public Information**" means information relating to Party B or the Shares that (a) has not been widely disseminated by wire service, in one or more newspapers of general circulation, by communication from Party B to its shareholders or in a press release, contained in a public filing made by Party B with the Securities and Exchange Commission, or otherwise disseminated in a manner permitted by the rules and regulations of the Securities and Exchange Commission, and (b) a reasonable investor might consider to be of importance in making an investment decision to buy, sell or hold Shares. For the avoidance of doubt and solely by way of illustration, information should be presumed "material" if it relates to such matters as dividend increases or decreases, earnings estimates, changes in previously released earnings estimates, significant expansion or curtailment of operations, a significant increase or decline of orders, significant merger or acquisition proposals or agreements, significant new products or discoveries, extraordinary borrowing, major litigation, liquidity problems, extraordinary management developments, purchase or sale of substantial assets, or other similar information.

Covenants of Party B:

Subject to the provisions of "Private Placement Procedures" below, the parties acknowledge and agree that any Shares delivered by Party B to Party A on any Settlement Date will be newly issued Shares and when delivered by Party A (or an Affiliate of Party A) to securities lenders from whom Party A (or an Affiliate of Party A) borrowed Shares in connection with hedging its exposure to the Transaction will be freely saleable without further registration or other restrictions under the Securities Act, in the hands of those securities lenders *(provided* that such Shares may be subject to restrictions if the status of any such securities lender would cause any such resale restrictions to apply by virtue of such securities lender's share ownership in Party B, status as an Affiliate of Party B or otherwise), irrespective of whether such stock loan is effected by Party A or an Affiliate of Party A. Accordingly, subject to the provisions of "Private Placement Procedures" below, Party B agrees that the Shares that it delivers to Party A on each Settlement Date will not bear a restrictive legend and that such Shares will be deposited in, and the delivery thereof shall be effected through the facilities of, the Clearance System.

Covenants of Party A:

Unless the provisions set forth below under "Private Placement Procedures" shall be applicable and, with respect to the Class C Transaction only, subject to the full number of such Class C Shares thereunder having been previously introduced into the market by Party A under the Registration Statement, Party A shall use any Shares delivered by Party B to Party A on any Settlement Date to return such Shares to securities lenders to close out open Share loans created by Party A or an Affiliate of Party A in the course of Party A's or such Affiliate's hedging activities related to Party A's exposure under this Confirmation.

Class C Procedures:

In connection with any Registration Statement, Party B will afford Party A (or any Affiliate thereof), on reasonable notice, a reasonable opportunity to conduct a reasonable due diligence investigation with respect to Party B to the extent such due diligence investigation is reasonably necessary for the sale of the Class C Shares. Party B will provide opinions, accountants' comfort letters, lawyers' negative assurance letters and indemnification and contribution protections, in each case customary for secondary offerings in connection with any Registration Statement. Party B will promptly notify Party A upon becoming aware that any of the following ceases to be true and correct with respect to any Registration Statement: no stop order suspending the effectiveness of such Registration Statement has been issued under the Securities Act, no order preventing or suspending the use of any preliminary prospectus with respect to such Registration Statement has been issued and no proceedings for any of those purposes have been instituted or are pending or, to Party B's knowledge, contemplated.

Insolvency Filing:

Notwithstanding anything to the contrary herein, in the Agreement or in the Definitions, upon any Insolvency Filing in respect of the Issuer, the Transaction shall automatically terminate on the date thereof without further liability of either party to this Confirmation to the other party (except for any liability in respect of any breach of representation or covenant by a party under this Confirmation prior to the date of such Insolvency Filing).

The parties hereto agree and acknowledge that (1) at any point prior to any Insolvency Filing in respect of the Issuer, Party B shall, subject to the limitations applicable to settlements involving Class C Shares under this Confirmation, have the unilateral right to Physical Settlement of all Components pursuant to the provisions set forth above under the heading "Settlement Terms"; and (2) the Transaction shall automatically terminate on the date of any Insolvency Filing pursuant to the provisions set forth in the immediately preceding paragraph only if and to the extent that Party B failed to elect Physical Settlement with respect to all of the Components pursuant to the provisions set forth above under the heading Settlement Terms prior to the relevant Insolvency Filing.

Extraordinary Dividends:

If an ex-dividend date for an Extraordinary Dividend occurs on or after the Trade Date and on or prior to the Maturity Date (or, if later, the last date on which Shares are delivered by Party B to Party A in settlement of the Transaction), Party B shall pay an amount, as determined by the Calculation Agent, in cash equal to the product of such Extraordinary Dividend and the sum of the Base Amounts of all Components not yet settled to Party A on the earlier of (i) the date on which such Extraordinary Dividend is paid by the Issuer to holders of record of the Shares or (ii) the Maturity Date. "**Extraordinary Dividend**" means the per Share amount of any cash dividend or distribution declared by the Issuer with respect to the Shares that is specified by the board of directors of the Issuer as an "extraordinary" dividend.

Acceleration Events:

The following events shall each constitute an "**Acceleration Event**":

(a) Stock Borrow Events. In the good faith commercially reasonable judgment of Party A (i) Party A (or its Affiliate) is unable to hedge Party A's exposure to the Transaction because (A) of the lack of sufficient Shares being made available for Share borrowing by lenders, or (B) Party A (or an Affiliate of Party A) would incur a Stock Loan Fee to hedge its exposure to the Transaction that is greater than a rate of 500 basis points per annum (each, a "**Stock Borrow Event**");

(b) Dividends and Other Distributions. On any day occurring after the Trade Date Party B declares a distribution, issue or dividend to existing holders of the Shares of (i) any cash dividend (other than an Extraordinary Dividend) to the extent all cash dividends having an ex-dividend date during the period from and including any Forward Price Reduction Date (with the Trade Date being a Forward Price Reduction Date for purposes of this clause (b) only) to but excluding the next subsequent Forward Price Reduction Date exceeds, on a per Share basis, the Forward Price Reduction Amount set forth opposite the first date of any such period on Schedule II or (ii) share capital or securities of another issuer acquired or owned (directly or indirectly) by Party B as a result of a spin-off or other similar transaction or (iii) any other type of securities (other than Class C Shares in a Class C Distribution or Additional Class C Distribution), rights or warrants or other assets, for payment (cash or other consideration) at less than the prevailing market price as reasonably determined by Party A (each, an "**Excess Dividend**");

(c) ISDA Early Termination Date. Party A has the right to designate an Early Termination Date pursuant to Section 6 of the Agreement;

(d) Other ISDA Events. The announcement of any event that if consummated, would result in an Extraordinary Event or the occurrence of any Change in Law (other than as specified in clause (Y) of the definition thereof) or a Delisting; *provided* that in case of a Delisting, in addition to the provisions of Section 12.6(a)(iii) of the 2002 Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or

re-quoted on any of the New York Stock Exchange, the Nasdaq Global Select Market or the Nasdaq Global Market (or their respective successors); and *provided further* that the definition of "Change in Law" provided in Section 12.9(a)(ii) of the 2002 Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or public announcement of, the formal or informal interpretation," (ii) replacing the parenthetical beginning after the word "regulation" in the second line thereof with the words "(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption, effectiveness or promulgation of new regulations authorized or mandated by existing statute)" and (iii) immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by Party A on the Trade Date"; or

(e) Ownership Event. In the good faith, reasonable judgment of Party A, on any day, the Share Amount for such day exceeds the Post-Effective Limit for such day (if any applies) (an "**Ownership Event**").

For purposes of clause (e) above, the "**Share Amount**" as of any day is the number of Shares that Party A and any of its Affiliates and any person whose ownership position would be aggregated with that of Party A, including any "group" (within the meaning of Section 13 of the Exchange Act) of which Party A is or may be deemed to be a part (Party A or any such person or group, a "**Party A Person**") under any law, rule, regulation, regulatory order or organizational documents or contracts of Party B that are, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership of under any Applicable Restriction, as determined by Party A in its reasonable discretion. The "**Post-Effective Limit**" means (x) the minimum number of Shares that would give rise to reporting or registration obligations (other than any filing under Section 13 of the Exchange Act and the rules and regulations thereunder, in each case, as in effect on the Trade Date) or other requirements (including obtaining prior approval from any person or entity) of a Party A Person, or would result in an adverse effect on a Party A Person, under any Applicable Restriction, as determined by Party A in its reasonable discretion (it being understood that reporting obligations under Section 13 or Section 16 of the Exchange Act and the rules and regulations thereunder, in each case, as in effect on the Trade Date, will not be deemed to have an adverse effect), *minus* (y) 1% of the number of Shares outstanding.

Materially Increased Costs:

Upon the occurrence of any Change in Law specified in clause (Y) of the definition thereof, Party A and Party B agree to negotiate in good faith for at least five Exchange Business Days (the "**Amendment Period**") to amend this Confirmation to take account of the resulting "materially increased cost" as such phrase is used in clause (Y) of the definition of "Change in Law." Such amendment may, if agreed by Party A and Party B, result in a Change in Law to which an Acceleration Event applies. If, after negotiating in good faith during the Amendment Period to so amend this Confirmation, Party A and Party B are unable to agree upon such an amendment, the relevant Change in Law specified in clause (Y) of the definition thereof shall constitute an Acceleration Event, notwithstanding any language in clause (d) under the heading "Acceleration Events" above to the contrary. The Calculation Agent may, in connection with a Termination Settlement following such Acceleration Event, reduce the Forward Price to compensate Party A for any "materially increased costs" incurred during the Amendment Period. Any Change in Law that results in Party A (or an Affiliate of Party A) incurring a Stock Loan Fee to hedge its exposure to the Transaction that is equal to or less than a rate equal to 500 basis points per annum shall not constitute a "materially increased cost" for purposes of clause (Y) of the definition of "Change in Law" (but may, for the avoidance of doubt, result in a reduction to the Forward Price pursuant to the provisions opposite the caption "Additional Adjustment" above).

Termination Settlement:

Upon the occurrence of any Acceleration Event with respect to any Component where (x) the Shares are Class A Shares or (y) to the extent Party B has introduced an equivalent number of Class C Shares into the market under the Registration Statement, the Shares are Class C Shares, Party A shall have the right to designate, upon at least one Scheduled Trading Day's notice, any Scheduled Trading Day following such occurrence to be a Settlement Date for the relevant Components hereunder (a "**Termination Settlement Date**") to which Physical Settlement shall apply, and to select the number of Settlement Shares of such Components relating to such Termination Settlement Date;

provided that (i) in the case of an Acceleration Event arising out of an Ownership Event, the number of Settlement Shares so designated by Party A shall not exceed the number of Shares necessary to reduce the Share Amount to the Post-Effective Limit and (ii) in the case of an Acceleration Event arising out of a Stock Borrow Event, the number of Settlement Shares so designated by Party A shall not exceed the number of Shares as to which such Stock Borrow Event exists. For the avoidance of doubt, in the case of an Acceleration Event arising out of an Excess Dividend, no adjustment shall at any time be made to the number of Settlement Shares deliverable, or the Physical Settlement Amount payable, on the relevant Termination Settlement Date to account for such Excess Dividend. If, upon designation of a Termination Settlement Date by Party A pursuant to the second immediately preceding sentence, Party B fails to deliver the Settlement Shares relating to such Termination Settlement Date when due or otherwise fails to perform obligations within its control in respect of the Transaction, it shall be an Event of Default with respect to Party B and Section 6 of the Agreement shall apply.

Upon the occurrence of any Acceleration Event with respect to any Component where the Shares are Class C Shares but Party B has not introduced an equivalent number of Class C Shares into the market under the Registration Statement, such Acceleration Event shall be deemed to be an Additional Termination Event with Party B as the sole Affected Party and the portion of the Class C Transaction or the portion of the Class A Transaction where a Class C in Lieu of Class A Settlement Election has been made, as applicable, as the sole Affected Transaction. For the avoidance of doubt, the amount payable in connection with an Additional Termination Event as a result of an Excess Dividend pursuant to the immediately preceding sentence shall be determined without regard to the Excess Dividend.

Private Placement Procedures:

Notwithstanding anything to the contrary contained in Section 9.11 of the 2002 Definitions, if Party B is unable to comply with the provisions of "Covenants of Party B" above because of a change in law or a change in the policy of the Securities and Exchange Commission or its staff, or Party A otherwise determines that in its reasonable opinion based on the advice of counsel any Settlement Shares to be delivered to Party A by Party B may not be freely returned by Party A or its Affiliates to securities lenders as described under "Covenants of Party B" above, then delivery of any such Settlement Shares (the "**Restricted Shares**") shall be effected pursuant to Annex A hereto, unless waived by Party A; *provided* that Party A may not otherwise determine that the Settlement Shares are Restricted Shares based solely upon Party A not having borrowed and sold a number of Class A Shares equal to the Aggregate Base Amount on or before the Effective Date pursuant to the Registration Statement (as defined in the Underwriting Agreement) with delivery of the Prospectus (as defined in the Underwriting Agreement) if there has been no change in law or a change in the policy of the Securities and Exchange Commission or its staff.

Maximum Share Delivery:

Notwithstanding any other provision of this Confirmation, in no event will Party B be required to deliver on any Settlement Date, whether pursuant to Physical Settlement, Termination Settlement or any Private Placement Settlement, more than a number of Shares equal to 150% of the initial Aggregate Base Amount (or, after the Class C Effective Date, equal to 150% of the sum of the initial Aggregate Base Amount under the Class A Transaction and the Class C Transaction) to Party A, subject to adjustment from time to time in accordance with the provisions of this Confirmation or the 2002 Definitions and subject to reduction by the amount of any Shares delivered by Party B on any prior Settlement Date.

Transfer and Assignment:

Party A may assign or transfer any of its rights or delegate any of its duties hereunder to any Affiliate of Party A that has at the time of such assignment or transfer the same or better creditworthiness as Party A so long as (a) any guarantee of Party A's obligations hereunder continues to remain in full force and effect with respect to such assignee or transferee, (b) such assignee or transferee is organized under the laws of the United States or any State thereof and provides an IRS Form W-9 to Party B prior to such assignment or transfer, (c) Party B will not be required to pay to such assignee or transferee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) of the Agreement greater than the amount in respect of which Party B would have been required to pay Party A in the absence of such assignment or transfer, (d) Party B will not receive a payment from which an amount has been withheld or deducted on account of a Tax under Section 2(d)(i) of the Agreement in excess of that which Party A would have been required to so withhold or deduct in the absence of such assignment or transfer, unless Party A

would be required to pay to Party B amounts under Section 2(d)(i)(4) of the Agreement in respect of such Tax, (e) no Event of Default, Potential Event of Default, Termination Event, Additional Adjustment or Acceleration Event will occur as a result of such assignment or transfer, (f) prior to such assignment or transfer, Party A shall have caused such assignee or transferee to make such payee tax representations and to provide such tax representations as may be reasonably requested by Party B to permit Party B to determine that the assignment or transfer complies with the requirements of this paragraph and (g) such assignment or transfer will not cause a deemed exchange for Party B of the Transaction under Section 1001 of the Code (defined below). Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Party A to purchase, sell, receive or deliver any Shares or other securities to or from Party B, Party A may designate any of its Affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform Party A's obligations in respect of the Transaction and any such designee may assume such obligations; *provided* that the requirements in clauses (b)-(g) above shall apply with respect to any such designation. Party A shall be discharged of its obligations to Party B to the extent of any such performance.

Indemnity:

Party B agrees to indemnify Party A and its Affiliates and their respective directors, officers, agents and controlling parties (Party A and each such Affiliate or person being an "**Indemnified Party**") from and against any and all losses, claims, damages and liabilities, joint and several, incurred by or asserted against such Indemnified Party arising out of, in connection with, or relating to, any breach of any covenant or representation made by Party B in this Confirmation or the Agreement and will reimburse any Indemnified Party for all reasonable documented expenses (including reasonable documented legal fees and expenses) in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto, but only to the extent that the relevant loss, claim, damage, liability or expense is found in a final and nonappealable judgment by a court of competent jurisdiction to have resulted from such breach. Party B will not be liable under this Indemnity paragraph to the extent that any loss, claim, damage, liability or expense is found in a final and nonappealable judgment by a court to have resulted from Party A's gross negligence, fraud, willful misconduct or breach of this Confirmation or the Agreement.

Notice:

Non-Reliance:	Applicable
Additional Acknowledgments:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable

4. The Agreement is further supplemented by the following provisions:

No Collateral or Setoff:

Notwithstanding Section 6(f) or any other provision of the Agreement or any other agreement between the parties to the contrary, the obligations of Party B hereunder are not secured by any collateral. Obligations under the Transaction shall not be set off against any other obligations of the parties, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be set off against obligations under the Transaction, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff. In calculating any amounts under Section 6(e) of the Agreement, notwithstanding anything to the contrary in the Agreement, (a) separate amounts shall be calculated as set forth in such Section 6(e) with respect to (i) the Transaction and (ii) all other Transactions, and (b) such separate amounts shall be payable pursuant to Section 6(d)(ii) of the Agreement.

Status of Claims in Bankruptcy:

Party A acknowledges and agrees that this Confirmation is not intended to convey to Party A rights with respect to the transactions contemplated hereby that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Party B; *provided, however,* that nothing herein shall limit or shall be deemed to limit Party A's right to pursue remedies in the event of a breach by Party B of its obligations and agreements with respect to this Confirmation and the Agreement; and *provided further,* that nothing herein shall limit or shall be deemed to limit Party A's rights in respect of any transaction other than the Transaction.

Limit on Beneficial Ownership:

Notwithstanding any other provisions hereof, Party A shall not be entitled to take delivery of any Shares deliverable hereunder (whether in connection with the purchase of Shares on any Settlement Date or any Termination Settlement Date, any Private Placement Settlement or otherwise) to the extent (but only to the extent) that, after such receipt of any Shares hereunder, and after taking into account any Shares concurrently deliverable to Party A pursuant to the Base Confirmation, (i) the Share Amount would exceed the Post-Effective Limit or (ii) the Section 16 Percentage would exceed 9.0%. Any purported delivery hereunder shall be void and have no effect to the extent (but only to the extent) that, after such delivery, and after taking into account any Shares concurrently deliverable to Party A pursuant to the Base Confirmation, (i) the Share Amount would exceed the Post-Effective Limit or (ii) the Section 16 Percentage would exceed 9.0%. If any delivery owed to Party A hereunder is not made, in whole or in part, as a result of this provision, Party B's obligation to make such delivery shall not be extinguished and Party B shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Party A gives notice to Party B that, after such delivery, and after taking into account any Shares concurrently deliverable to Party A pursuant to the Base Confirmation, (i) the Share Amount would not exceed the Post-Effective Limit and (ii) the Section 16 Percentage would not exceed 9.0%. The "**Section 16 Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Party A and any of its Affiliates or any other person subject to aggregation with Party A for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, or any "group" (within the meaning of Section 13 of the Exchange Act) of which Party A is or may be deemed to be a part beneficially owns (within the meaning of Section 13 of the Exchange Act), without duplication, on such day (or, to the extent that for any reason the equivalent calculation under Section 16 of the Exchange Act and the rules and regulations thereunder results in a higher number, such higher number) and (B) the denominator of which is the number of Shares outstanding on such day.

In addition, notwithstanding anything herein to the contrary, if any delivery owed to Party A hereunder is not made, in whole or in part, as a result of the immediately preceding paragraph, Party A shall be permitted to make any payment due in respect of such Shares to Party B in two or more tranches that correspond in amount to the number of Shares delivered by Party B to Party A pursuant to the immediately preceding paragraph.

Wall Street Transparency and Accountability Act:

In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "**WSTAA**"), the parties hereby agree that neither the enactment of the WSTAA or any regulation under the WSTAA, nor any requirement under the WSTAA or an amendment made by the WSTAA, shall limit or otherwise impair either party's otherwise applicable rights to terminate, renegotiate, modify, amend or supplement this Confirmation or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Confirmation, the 2002 Definitions incorporated herein, or the Agreement (including, but not limited to, rights arising from any Acceleration Event or Illegality (as defined in the Agreement)).

Miscellaneous:

(a) Addresses for Notices. For the purpose of Section 12(a) of the Agreement:

Address for notices or communications to Party A:

To: Morgan Stanley Capital Services LLC
1585 Broadway, 6th Floor
New York, NY 10036
Attn: [ ]
Telephone: [ ]
Email: [ ]

Address for notices or communications to Party B:

To: Meta Platforms, Inc.
1 Meta Way
Menlo Park, California 94025
Attention: [ ]
Email: [ ]

(b) **Waiver of Right to Trial by Jury. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Confirmation**. Each party (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of such a suit action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this Confirmation by, among other things, the mutual waivers and certifications herein.

Acknowledgments:

The parties hereto intend for:

(a) the Transaction to be a "securities contract" as defined in Section 741(7) of Title 11 of the United States Code (the "**Bankruptcy Code**"), qualifying for the protections under Section 555 of the Bankruptcy Code;

(b) a party's right to liquidate the Transaction and to exercise any other remedies upon the occurrence of any Event of Default under the Agreement with respect to the other party to constitute a "contractual right" as defined in the Bankruptcy Code;

(c) Party A to be a "financial institution" within the meaning of Section 101(22) of the Bankruptcy Code; and

(d) all payments for, under or in connection with the Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" as defined in the Bankruptcy Code.

If Party A is a bank regulated by the Federal Deposit Insurance Corporation, (i) Party A recognizes and intends that the Transaction is, and shall constitute, a "qualified financial contract" as that term is defined in 12 U.S.C. §1821(e)(8)(D)(i), as the same may be amended, modified, or supplemented from time to time; and (ii) Party A represents and warrants that it is authorized by appropriate corporate action under applicable law to enter into the Transaction as evidenced by the execution hereof by an officer of Party A at the level of vice president or higher.

Severability:

If any term, provision, covenant or condition of this Confirmation, or the application thereof to any party or circumstance, shall be held to be invalid or unenforceable in whole or in part for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Confirmation had been executed with the invalid or unenforceable provision eliminated, so long as this Confirmation as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Confirmation and the deletion of such portion of this Confirmation will not substantially impair the respective benefits or expectations of parties to the Agreement; *provided, however*, that this severability provision shall not be applicable if any provision of Section 2, 5, 6 or 13 of the Agreement (or any definition or provision in Section 14 to the extent that it relates to, or is used in or in connection with any such Section) shall be so held to be invalid or unenforceable.

Agency:

Morgan Stanley & Co. LLC ("**MS&CO**") has acted as agent for Morgan Stanley Capital Services LLC ("**MSCS**") and Party B only to the extent required to satisfy the requirements of Rule 15a-1 under the Exchange Act in connection with this transaction, but does not guarantee the performance of either party. MSCS is acting as principal to this transaction. Any purchase or sale by MSCS or MS&CO with respect to any security underlying or referenced by this transaction will be undertaken by MSCS or MS&CO, as applicable, as principal for its own account. All of the actions to be taken by MSCS and MS&CO in connection with this transaction shall be taken by MSCS or MS&CO independently and without any advance or subsequent consultation with Party B. MSCS is not a member of SIPC.

Tax Matters:

(a) For the purpose of Section 3(e), each of Party A and Party B makes the following representation: It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of the Agreement and any other payments treated as interest for U.S. federal income tax purposes) to be made by it to the other party under the Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of the Agreement; (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of the Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of the Agreement; and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of the Agreement; *provided* that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) For the purpose of Section 3(f) of the Agreement:

(i) Party A makes the following representation(s):

(A) It is a limited liability company duly organized and existing under the laws of the State of Delaware and is a disregarded entity for U.S. federal income tax purposes.

(B) Its sole member is a corporation duly organized under the laws of the State of Delaware and is an exempt recipient under section 1.6049-4(c)(1)(ii) of the United States Treasury Regulations.

(ii) Party B makes the following representation(s):

(A) It is a "U.S. person" (as that term is used in section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes.

(B) It is a corporation for U.S. federal income tax purposes and is organized under the laws of the State of Delaware, and is an exempt recipient under section 1.6049-4(c)(1)(ii)(A) of the United States Treasury Regulations.

(c) For the purpose of Sections 4(a)(i) and (ii) of the Agreement, (x) Party B agrees to deliver to Party A one duly executed and completed United States Internal Revenue Service Form W-9 (or successor thereto) and (y) Party A agrees to deliver to Party B one duly executed and completed United States Internal Revenue Service Form W-9 (or successor thereto).

(d) Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. "Tax" as used in subsection (a) of "Tax Matters." in this confirmation and "Indemnifiable Tax," as defined in Section 14 of the Agreement, shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(e) HIRE Act. "Tax" as used in subsection (a) of "Tax Matters." in this Confirmation and "Indemnifiable Tax," as defined in Section 14 of the Agreement, shall not include any tax imposed on payments treated as dividends from sources within the United States under Section 871(m) of the Code or any regulations issued thereunder.

(f) Dividend. In no event shall Party B be required to pay an additional amount to Party A under Section 2(d)(i)(4) of the Agreement in respect of any amounts treated as dividends for any purpose under the Code or any current or future regulations or official interpretation thereof including Section 305 of the Code.

5. Regulatory Provisions:

(a) U.S. Resolution Stay Protocol. The parties agree that (i) to the extent that prior to the date hereof both parties have adhered to the 2018 ISDA U.S. Resolution Stay Protocol (the "**Protocol**"), the terms of the Protocol are incorporated into and form a part of the Agreement, and for such purposes the Agreement shall be deemed a Protocol Covered Agreement and each party shall be deemed to have the same status as Regulated Entity and/or Adhering Party as applicable to it under the Protocol; (ii) to the extent that prior to the date hereof the parties have executed a separate agreement the effect of which is to amend the qualified financial contracts between them to conform with the requirements of the QFC Stay Rules (the "**Bilateral Agreement**"), the terms of the Bilateral Agreement are incorporated into and form a part of the Agreement and each party shall be deemed to have the status of "Covered Entity" or "Counterparty Entity" (or other similar term) as applicable to it under the Bilateral Agreement; or (iii) if clause (i) and clause (ii) do not apply, the terms of Section 1 and Section 2 and the related defined terms (together, the "**Bilateral Terms**") of the form of bilateral template entitled "Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)" published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org and, a copy of which is available upon request), the effect of which is to amend the qualified financial contracts between the parties thereto to conform with the requirements of the QFC Stay Rules, are hereby incorporated into and form a part of the Agreement, and for such purposes the Agreement shall be deemed a "Covered Agreement," Party A shall be deemed a "Covered Entity" and Party B shall be deemed a "Counterparty Entity." In the event that, after the date of the Agreement, both parties hereto become adhering parties to the Protocol, the terms of the Protocol will replace the terms of this paragraph. In the event of any inconsistencies between the Agreement and the terms of the Protocol, the Bilateral Agreement or the Bilateral Terms (each, the "**QFC Stay Terms**"), as applicable, the QFC Stay Terms will govern. Terms used in this paragraph without definition shall have the meanings assigned to them under the QFC Stay Rules. In addition, the parties agree that the terms of this paragraph shall be incorporated into any related covered affiliate credit enhancements, with all references to Party A replaced by references to the covered affiliate support provider.

"**QFC Stay Rules**" means the regulations codified at 12 C.F.R. 252.2, 252.81-8, 12 C.F.R. 382.1-7 and 12 C.F.R. 47.1-8, which, subject to limited exceptions, require an express recognition of the stay-and-transfer powers of the FDIC under the Federal Deposit Insurance Act and the Orderly Liquidation Authority under Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act and the override of default rights related directly or indirectly to the entry of an affiliate into certain insolvency proceedings and any restrictions on the transfer of any covered affiliate credit enhancements.

[Remainder of page intentionally left blank]

Please confirm that the foregoing correctly sets forth the terms of our agreement by signing and returning this Confirmation.

Yours faithfully,

MORGAN STANLEY CAPITAL SERVICES LLC

By: /s/ Angela Proske
Name: Angela Proske
Title: Vice President

[*Signature Page to Confirmation*]

Confirmed as of the date first written above:

META PLATFORMS, INC.

By: /s/ Todd Heysse
Name: Todd Heysse
Title: Vice President, Treasury and Corporate Finance

[*Signature Page to Confirmation*]

PRIVATE PLACEMENT PROCEDURES

(i) If Party B delivers the Restricted Shares pursuant to this clause (i) (a "**Private Placement Settlement**"), then delivery of Restricted Shares by Party B shall be effected in customary private placement procedures with respect to such Restricted Shares reasonably acceptable to Party A; *provided* that if, on or before the date that a Private Placement Settlement would occur, Party B has taken, or caused to be taken, any action that would make unavailable either the exemption pursuant to Section 4(a)(2) of the Securities Act for the sale by Party B to Party A (or any Affiliate designated by Party A) of the Restricted Shares or the exemption pursuant to Section 4(a)(1) or Section 4(a)(3) of the Securities Act for resales of the Restricted Shares by Party A (or any such Affiliate of Party A) or Party B fails to deliver the Restricted Shares when due or otherwise fails to perform obligations within its control in respect of a Private Placement Settlement, it shall be an Event of Default with respect to Party B and Section 6 of the Agreement shall apply. The Private Placement Settlement of such Restricted Shares shall include customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Party A, due diligence rights (for Party A or any designated buyer of the Restricted Shares by Party A), opinions and certificates, and such other documentation as is customary for private placement agreements, all reasonably acceptable to Party A. In the case of a Private Placement Settlement, Party A shall, in its good faith discretion, adjust the number of Restricted Shares to be delivered to Party A hereunder in a commercially reasonable manner to reflect the fact that such Restricted Shares may not be freely returned to securities lenders by Party A and may only be saleable by Party A at a discount to reflect the lack of liquidity in Restricted Shares based on actual charges or discounts given. Notwithstanding the Agreement or this Confirmation, the date of delivery of such Restricted Shares shall be the Clearance System Business Day following notice by Party A to Party B of the number of Restricted Shares to be delivered pursuant to this clause (i). For the avoidance of doubt, delivery of Restricted Shares shall be due as set forth in the previous sentence and not be due on the Settlement Date or Termination Settlement Date that would otherwise be applicable.

(ii) If Party B delivers any Restricted Shares in respect of the Transaction, Party B agrees that (i) such Shares may be transferred by and among Party A and its Affiliates and (ii) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed after the applicable Settlement Date, Party B shall promptly remove, or cause the transfer agent for the Shares to remove, any legends referring to any transfer restrictions from such Shares upon delivery by Party A (or such Affiliate of Party A) to Party B or such transfer agent of seller's and broker's representation letters customarily delivered by Party A or its Affiliates in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, each without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Party A (or such Affiliate of Party A).

Exhibit 10.2

November 4, 2026

To: **Meta Platforms, Inc.**
1 Meta Way
Menlo Park, California 94025

From: **Goldman Sachs & Co. LLC**
200 West Street
New York, NY 10282-2198

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the transaction entered into between us on the date hereof (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

1. The definitions and provisions contained in the 2000 ISDA Definitions (the "**2000 Definitions**") and the 2002 ISDA Equity Derivatives Definitions (the "**2002 Definitions**" and, together with the 2000 Definitions, the "**Definitions**"), each as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation.

   Each party further agrees that this Confirmation together with the Agreement evidence a complete binding agreement between Party A and Party B as to the subject matter and terms of the Transaction to which this Confirmation relates, and shall supersede all prior or contemporaneous written or oral communications with respect thereto. This Confirmation shall supplement, form a part of, and be subject to an agreement in the form of the 2002 ISDA Master Agreement (the "**Agreement**") as if Party A and Party B had executed an agreement in such form on the date hereof (but without any Schedule except for (i) the election of the laws of the State of New York as the governing law (without regard to New York's choice of laws doctrine other than Title 14 of Article 5 of the New York General Obligations Law); (ii) the election of U.S. Dollars as the Termination Currency; (iii) the word "first" shall be replaced with the word "third" each time it occurs in Section 5(a)(i) of the Agreement; and (iv) the election that the "Cross Default" provisions of Section 5(a)(vi) of the Agreement shall apply to Party A as if (a) the phrase ", or becoming capable at such time of being declared," were deleted from Section 5(a)(vi)(1) of the Agreement; (b) the "Threshold Amount" with respect to Party A were three percent of the shareholders' equity of Party A's ultimate parent; (c) the following language were added to the end of Section 5(a)(vi) of the Agreement: "Notwithstanding the foregoing, a default under subsection (2) hereof shall not constitute an Event of Default if (x) the default was caused solely by error or omission of an administrative or operational nature; (y) funds were available to enable the party to make the payment when due; and (z) the payment is made within one Local Business Day of such party's receipt of written notice of its failure to pay."; and (d) the term "Specified Indebtedness" had the meaning specified in Section 14 of the Agreement, except that such term shall not include obligations in respect of deposits received in the ordinary course of a party's banking business). The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement. For purposes of the 2002 Definitions, the Transaction is a Share Forward Transaction.

   The Transaction consists of a series of Components. Each reference in this Confirmation to Components should be construed accordingly. To the extent expressly provided for in this Confirmation, the exercise of rights under, and payments and deliveries required to be made in respect of, the Transaction will be determined separately for each Component, as if each were a separate Transaction under the Agreement. For all other purposes under the Agreement (including, without limitation, Sections 5 and 6 of the Agreement), the Components, together, will be treated as one Transaction.

   In the event of any inconsistency among the Agreement, this Confirmation, the 2002 Definitions, and the 2000 Definitions, the following will prevail in the order of precedence indicated: (i) this Confirmation, (ii) the 2002 Definitions, (iii) the 2000 Definitions, and (iv) the Agreement.

Party A and Party B each represents to the other that it has entered into the Transaction in reliance upon such tax, accounting, regulatory, legal, and financial advice as it deems necessary and not upon any view expressed by the other.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms

Buyer:	Party A
Seller:	Party B
Party A:	Goldman Sachs & Co. LLC
Party B:	Meta Platforms, Inc.
Trade Date:	November 4, 2026
Effective Date:	November 5, 2026
Aggregate Base Amount:	3,000,000 Shares
Components and Base Amount:	The Transaction will consist of 10 Components, each with a Base Amount equal to 1/10th of the Aggregate Base Amount and each with the terms and conditions as set forth in this Confirmation. The payments and deliveries to be made upon settlement of the Transaction shall be determined separately for each Component as if such Component were a separate Transaction. On the Settlement Date for a Component, the Base Amount of such Component shall be reduced to zero.
Maturity Date:	With respect to any Component, as specified in Schedule I under the heading "Maturity Date" (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already listed in Schedule I as a Maturity Date for another Component or deemed to be a Maturity Date for another Component).
Forward Price:	On the Effective Date, the Initial Forward Price, and on any other day thereafter, the Forward Price as of the immediately preceding calendar day *multiplied by* the sum of (i) 1 and (ii) the Daily Rate for such day; *provided* that on each Forward Price Reduction Date, the Forward Price in effect on such date shall be the Forward Price otherwise in effect on such date, *minus* the Forward Price Reduction Amount for such Forward Price Reduction Date.
Initial Forward Price:	$622.91875 per Share.
Daily Rate:	For any day, (i)(A) the Overnight Bank Rate for such day, *minus* (B) the Spread, *divided by* (ii) 365.
Overnight Bank Rate:	For any day, the rate set forth for such day opposite the caption "Overnight bank funding rate," as such rate is displayed on Bloomberg Screen "OBFR01 <Index> <GO>", or any successor page; *provided* that, if no rate appears for a particular day on such page, the rate for the immediately preceding day for which a rate does so appear shall be used for such day.
Spread:	[ ]%

Forward Price Reduction Date:	Each date (other than the Trade Date) set forth on Schedule II under the heading "Forward Price Reduction Date."
Forward Price Reduction Amount:	For each Forward Price Reduction Date, the Forward Price Reduction Amount set forth opposite such date on Schedule II.
Shares:	Class A Common Stock, par value $0.000006 per share, of Party B (also referred to herein as the "**Issuer**") (Exchange identifier: "META").
Exchange:	The Nasdaq Global Select Market.
Related Exchange(s):	All Exchanges.
Clearance System:	The Depository Trust Company.
Calculation Agent:	Party A; *provided* that following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which Party A is the Defaulting Party, Party B shall have the right to designate an independent nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives to replace Party A as Calculation Agent, and the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent. Any determination or calculation by the Calculation Agent in such capacity shall be made in good faith and in a commercially reasonable manner. In the event that the Calculation Agent makes any determination or calculation pursuant to this Confirmation, the Agreement or the 2002 Definitions, promptly following receipt of a written request from either party hereto, the Calculation Agent shall provide an explanation in reasonable detail of the basis for such determination or calculation if requested by such party, it being understood that the Calculation Agent shall not be obligated to disclose any proprietary models or proprietary or confidential information used by it for such determination or calculation.

Settlement Terms:

In respect of any Component:

Settlement Date:	Any Scheduled Trading Day following the Effective Date and up to and including the Maturity Date for such Component, as designated by, (a) Party A pursuant to "Termination Settlement" below, (b) with respect to any Component other than a Component that is subject to a Class C in Lieu of Class A Settlement Election, Party B in a written notice (a "**Settlement Notice**") that is delivered to Party A no later than the fifth (5th) Scheduled Trading Day immediately preceding the Settlement Date designated for such Component or (c) with respect to any Component that is subject to a Class C in Lieu of Class A Settlement Election, Party B in a Class C Election Settlement Notice; *provided* that: (i) the Maturity Date for such Component shall be the Settlement Date for such Component if on such date the Base Amount for such Component is greater than zero; (ii) if the designated Settlement Date for such Component (including a Settlement Date occurring on the Maturity Date of such Component) is not a Clearance System Business Day, the Settlement Date for such Component shall be the next following Clearance System Business Day;

(iii) Party B may not deliver a Settlement Notice to Party A if the Settlement Date specified in such Settlement Notice is scheduled to occur prior to the earlier of (x) the date on which the Underwriter (as defined in the Underwriting Agreement) that is an Affiliate of Party A has sold all of its allocation of Forward Underwritten Shares (as defined in the Underwriting Agreement) pursuant to the "Registration Statement" (as defined in the Underwriting Agreement) with delivery of the "Prospectus" (as defined in the Underwriting Agreement) to the purchaser(s) thereof and (y) the date that is 30 days following the Effective Date; and

(iv) notwithstanding any other provisions hereof, with respect to any Settlement Notice delivered by Party B with respect to the Class C Transaction, the Settlement Date for such Component shall occur no earlier than the Exchange Business Day immediately following the date that Party A has completed the introduction of the full number of Class C Shares underlying such Component into the market as contemplated below opposite the caption "Consequences of a Class C Effective Date" (the "**Class C Distribution Adjustment End Date**").

Settlement Shares:	With respect to any Settlement Date for such Component, a number of Shares equal to the Base Amount for such Component.
Settlement Method:	Physical Settlement.
Registration Conditions:	A registration statement (the "**Registration Statement**") is filed with the Securities and Exchange Commission that is effective, in compliance with the Securities Act and usable for the sale by Party A (or an affiliate thereof) of a number of Class C Shares in the amount as required pursuant to the relevant provision of this Confirmation and no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act, no order preventing or suspending the use of any preliminary prospectus with respect to such Registration Statement has been issued and no proceedings for any of those purposes have been instituted or are pending or, to Party B's knowledge, contemplated. For the avoidance of doubt, the Registration Conditions shall not be deemed satisfied on any day outside of the Issuer's open trading window, unless the parties agree otherwise based on reasonable diligence of the facts and circumstances with respect to such day.
Market Disruption Event:	Section 6.3(a)(ii) of the 2002 Definitions is hereby amended by replacing clause (ii) in its entirety with "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) the phrase "; in each case that the Calculation Agent determines is material." If any Settlement Date is a Disrupted Day, in whole or in part, the Calculation Agent shall make commercially reasonable adjustments to the terms of the Transaction to account for the occurrence of such Disrupted Day.
Exchange Act:	The Securities Exchange Act of 1934, as amended from time to time.
Physical Settlement:	On the Settlement Date for such Component, Party B shall deliver to Party A through the Clearance System the Settlement Shares for such Component and Settlement Date, and Party A shall pay to Party B, by wire transfer of immediately available funds to an account designated by Party B, an amount in cash equal to the Physical Settlement Amount for such Component and Settlement Date, on a delivery versus payment basis; *provided* that if such Component is subject to a Class C in Lieu of Class A Settlement Election, (1) such Settlement Shares shall be delivered no later than 9:00 a.m., New

	York City time, on the Settlement Date for such Component and (2) payment by Party A of the Physical Settlement Amount for such Component shall be made on the next Local Business Day immediately following such Settlement Date. If, on any Settlement Date, the Shares to be delivered by Party B to Party A hereunder are not so delivered (the "**Deferred Shares**"), and a Forward Price Reduction Date occurs during the period from, and including, such Settlement Date to, but excluding, the date such Shares are actually delivered to Party A, then the portion of the Physical Settlement Amount payable by Party A to Party B in respect of the Deferred Shares shall be reduced by an amount equal to the Forward Price Reduction Amount for such Forward Price Reduction Date, *multiplied by* the number of Deferred Shares.
Physical Settlement Amount:	An amount in cash equal to the product of (i) the Forward Price on the Settlement Date for such Component and (ii) the number of Settlement Shares for such Component and Settlement Date; *provided* that (a) with respect to any Component where the Shares are Class C Shares (including as a result of a Class C in Lieu of Class A Settlement Election), the Forward Price shall be multiplied by 0.9980 and (b) that if such Component is subject to a Class C in Lieu of Class A Settlement Election, then, with respect to such Component and Settlement Date only, the Forward Price on such Settlement Date shall be further reduced by the Class C Election Adjustment Factor.
Class C in Lieu of Class A Settlement Election:	At any time after the Class C Effective Date occurs and on or prior to the Class C Election Deadline, Party B may elect, in a written notice delivered to Party A (a "**Class C Election Settlement Notice**") at least five (5) Scheduled Trading Days prior to the first Settlement Date of any Component under the Class A Transaction designated in such Class C Election Settlement Notice, that the Class A Transaction shall be modified with respect to all Components, with such modification effective with respect to a Component on the Settlement Date for such Component, such that the "Shares" for each Component shall be the Class C Shares. A Class C Election Settlement Notice shall not be effective unless it contains a representation by Party B substantially in the following form: "As of the date of this Class C Election Settlement Notice, (1) Party B is not aware of any material non-public information concerning itself, the Class A Shares or the Class C Shares, and is making the Class C in Lieu of Class A Settlement Election in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws and (2) the Registration Conditions will be satisfied as of each Settlement Date for each Component of the Class A Transaction with respect to a number of Class C Shares equal to the Aggregate Base Amount of all Components under the Class A Transaction that have not yet been settled." The Class C Election Settlement Notice shall designate the Settlement Date for the first Component of the Class A Transaction, which shall be no earlier than the Class C Distribution Adjustment End Date, and each subsequent Exchange Business Day that is not a Disrupted Day shall be the Settlement Date for the next Component of the Class A Transaction, with no Settlement Date for any Component being a Settlement Date for any other Component; *provided* that any such designation (a) shall not be effective to establish a Settlement Date with respect to a Component unless the Registration Conditions are satisfied as of such Settlement Date with respect to a number of Class C Shares equal to the Base Amount of such Component and (b) shall not be effective to establish a Settlement Date with respect to a Component unless Party B has complied in all material respects with the Class C Procedures applicable to such Settlement Date.

	On the Settlement Date for any Component subject to a Class C in Lieu of Class A Settlement Election, Party A shall use commercially reasonable efforts to sell (or cause its Affiliate to sell) a number of Class C Shares equal to the Base Amount for such Component under the Registration Statement. If Party A is unable, after using commercially reasonable efforts, to (a) sell (or cause its Affiliate to sell) a number of Class C Shares equal to the Base Amount for such Component under the Registration Statement on a Settlement Date or (b) purchase (or cause its Affiliate to purchase) a number of Class A Shares on a Settlement Date sufficient to unwind Party A's hedge position with respect to the Class A Shares underlying such Component, the Calculation Agent shall (x) make commercially reasonable adjustments to the Base Amount for the relevant Component, and (y) designate an additional Settlement Date in the manner described in the immediately preceding paragraph for the remaining number of Shares in the original Base Amount for such Component; *provided* that, to the extent an additional Settlement Date has already been established pursuant to this sentence, the Calculation Agent shall allocate some or all of the remaining number of Shares in the original Base Amount for such Component to such additional Settlement Date to the extent such allocation would not result in a Base Amount for such additional Settlement Date in excess of the amount originally scheduled to apply to each Settlement Date subject to the Class C in Lieu of Class A Settlement Election. For the avoidance of doubt, the Shares subject to an additional Settlement Date designated as described in prong (y) above (including the proviso thereto) shall be deemed to comprise an additional Component settling on such Settlement Date, and shall no longer be included in the original Components.
Class C Election Deadline:	The 15th Scheduled Trading Day preceding the Maturity Date for the Component with the earliest Maturity Date.
Class C Election Adjustment Factor:	A dollar amount equal to $SP_A - SP_C$, where: SP_A = the VWAP of the Class A Shares on such Settlement Date; and SP_C = the VWAP of the Class C Shares on such Settlement Date. Notwithstanding anything to the contrary contained herein, in the Agreement or in the Definitions, the Class C Election Adjustment Factor shall not be less than zero.
VWAP:	For any Exchange Business Day, the per Share volume-weighted average price of the Shares as displayed under the heading "Bloomberg VWAP" on Bloomberg page "[X] <EQUITY> AQR" where "[X]" represents the composite ticker for the Class A Shares or the Class C Shares, as applicable (or, if such page is not available, its equivalent successor page), applying condition code "OL" but not applying conditions codes "PR" or "V" and excluding any trades in excess of 10,000 Shares, in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time (including the market center opening and closing trades which are condition codes "OP" and "6"), on such Exchange Business Day (or, if such volume-weighted average price is unavailable, the market value of one Share on such Exchange Business Day, as determined, using a volume-weighted average price method, by the Calculation Agent). The VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session.
Cash Settlement:	Not applicable.
Net Share Settlement:	Not applicable.

Settlement Currency:	USD
Failure to Deliver:	Inapplicable.
Adjustments:	
In respect of any Component:	
Extraordinary Events:	The consequences that would otherwise apply under Article 12 of the 2002 Definitions to any applicable Extraordinary Event shall not apply. In lieu of the applicable provisions contained in Article 12 of the 2002 Definitions, the consequences of any Extraordinary Event shall be as specified under the captions "Acceleration Events" and "Termination Settlement" below.
Tender Offer:	Applicable; *provided* that Section 12.1(d) of the 2002 Definitions shall be amended by (i) replacing the reference therein to "10%" with a reference to "20%", (ii) with respect to the Original Transaction and the Class A Transaction, replacing the reference therein to "voting shares of the Issuer" with a reference to "Class A Shares" and (iii) with respect to the Class C Transaction, replacing the reference therein to "voting shares of the Issuer" with a reference to "Class C Shares."
Potential Adjustment Event:	The definition of "Potential Adjustment Event" in Section 11.2(e) of the 2002 Definitions shall not include clause (iii) thereof for purposes of the Transaction. Notwithstanding Section 11.2(e)(v) of the 2002 Definitions, the following repurchases of Shares (if applicable) shall not be considered to be a Potential Adjustment Event: (i) Shares withheld from employees of Party B or its Affiliates to pay certain withholding taxes upon the vesting of Share awards granted to such employees under compensation or benefit plans of Party B; and (ii) Shares purchased in connection with the reinvestment of dividends by recipients of Share awards under Party B's compensation or benefit plans; and (iii) Shares purchased in connection with the operation of Party B's 401(k) plans or dividend reinvestment and direct stock purchase plans; and (iv) Shares purchased by Party B to offset any shareholder dilution arising from the exercise of options to purchase Shares; and (v) Shares purchased by Party B pursuant to its existing repurchase authorization as in effect, and as publicly disclosed, as of October 26, 2026. Notwithstanding Section 11.2(e) of the 2002 Definitions, the following shall not be considered to be a Potential Adjustment Event: (a) the Class C Distribution and (b) any issuance of Shares by Party B to employees, officers and directors of Party B that are registered on SEC Form S-8.
Method of Adjustment:	Calculation Agent Adjustment; notwithstanding anything in the 2002 Definitions to the contrary, the Calculation Agent may make an adjustment pursuant to Calculation Agent Adjustment to any one or more of the Aggregate Base Amount, any Base Amount, the Forward Price and any other variable relevant to the settlement or payment terms of the Transaction. Notwithstanding anything to the contrary herein or in the 2002 Definitions, the adjustment as a result of an "Additional Dividend' under, and as defined in, the Founder Alignment Agreement, dated as of October 20, 2026, by

	and between the Issuer and Mark Zuckerberg (each, an "**Additional Class C Distribution**"), shall result in (a) a Base Amount for each Component of each of the Class A Transaction and the Class C Transaction that is at least equal to two (2), *multiplied by* the Base Amount for such Component immediately preceding such adjustment and (b) a Forward Price for each of the Class A Transaction and the Class C Transaction that is no greater than 50% of the Forward Price for such Transaction immediately preceding such adjustment. For the avoidance of doubt, neither the declaration nor occurrence of an Additional Class C Distribution shall constitute an Extraordinary Event or Acceleration Event, but both shall be Potential Adjustment Events.
Class C Distribution:	The dividend of one share of the Class C Common Stock for each outstanding share of the Class A Common Stock and Class B Common Stock of the Issuer, declared by the Board of Directors of the Issuer on October 20, 2026 contingent on the filing and effectiveness of the Amended and Restated Certificate of Incorporation of the Issuer filed with the Secretary of State of the State of Delaware on October 21, 2026 (the "**Proposed Class C Dividend**") or any reclassification or recapitalization (in each case, other than through a merger) of each share of Class A Common Stock outstanding into one share of Class A Common Stock and one share of Class C Common Stock, where such reclassification or recapitalization is economically equivalent to the Proposed Class C Dividend. For the avoidance of doubt, neither the declaration nor occurrence of the Class C Distribution shall constitute a Potential Adjustment Event, Extraordinary Event or Acceleration Event.
Class C Effective Date:	The date when the Issuer issues, in connection with the Class C Distribution, shares of Class C Common Stock that are approved for listing, subject to official notice of issuance, on the Nasdaq Global Select Market, the Nasdaq Global Market or the New York Stock Exchange.
Class C Shares:	Class C Common Stock of the Issuer described in the Issuer's Amended and Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on October 21, 2026.
Consequences of a Class C Effective Date:	As of the Class C Effective Date, the Transaction shall be considered two separate Transactions, each with terms identical to those of the Transaction immediately prior to the Class C Effective Date (the "**Original Transaction**" and the Shares under such Original Transaction, the "**Original Shares**"), except that: (i) the "Shares" for one of the Transactions (the "**Class A Transaction**") shall be the Original Shares; (ii) the "Shares" for the other transaction (the "**Class C Transaction**") shall be the Class C Shares; (iii) the "Base Amount" for each Component of the Class A Transaction shall equal the Base Amount for such Component of the Original Transaction (as in effect immediately prior to the Class C Effective Date); (iv) the "Base Amount" for each Component of the Class C Transaction shall equal the Base Amount for such Component of the Original Transaction (as in effect immediately prior to the Class C Effective Date);

(v) the "Forward Price" of the Class A Transaction shall be equal to (x) the Forward Price of the Original Transaction before taking into account the Class C Effective Date *divided by* (y) two (2);

(vii) the "Forward Price" of the Class C Transaction shall be equal to (x) the Forward Price of the Original Transaction before taking into account the Class C Effective Date *divided by* (y) two (2);

(vii) the "Forward Price Reduction Amounts" for the Class A Transaction shall be (x) the Forward Price Reduction Amounts specified in Schedule II *divided by* (y) two (2);

(viii) the "Forward Price Reduction Amounts" for the Class C Transaction shall be the Forward Price Reduction Amounts specified in Schedule II *divided by* (y) two (2); and

(ix) with respect to the Class C Transaction, if the Class C Shares are listed on the New York Stock Exchange or the Nasdaq Global Market, "Exchange" shall be revised from "Nasdaq Global Select Market" to the New York Stock Exchange or the Nasdaq Global Market, as applicable.

Following the Class C Distribution, this Confirmation shall apply in all respects (except as provided above) to both the Class A Transaction and the Class C Transaction as if each were a separate Transaction under the Agreement.

Party B shall use commercially reasonable efforts to (a) satisfy the Registration Conditions in respect of a number of Class C Shares equal to the aggregate Base Amount for all Components of the Class C Transaction as soon as reasonably practicable following the Class C Effective Date, (b) keep the Registration Conditions satisfied for the 20 Exchange Business Days that are not Disrupted Days following the date the Registration Conditions were first satisfied on or after the second (2nd) Exchange Business Day following the Class C Effective Date (such 20th Exchange Business Day that is not a Disrupted Day, the "**Class C Registration Effectiveness End Date**") and (c) comply with the Class C Procedures.

Party A shall use commercially reasonable efforts to sell (or cause its Affiliate to sell) a number of Class C Shares equal to the aggregate Base Amount for all Components of the Class C Transaction under the Registration Statement by the Class C Registration Effectiveness End Date.

Additional Adjustment: If in Party A's good faith and commercially reasonable judgment, the stock loan fee to Party A (or an Affiliate thereof), excluding the federal funds rate (or other interest rate) component payable by the relevant stock lender to Party A or such Affiliate (the "**Stock Loan Fee**"), over any one-month period (or, in respect of any day from, and including, the Trade Date to, but excluding, the date that is one month following the Trade Date, over the period of days as have elapsed from, and including, the Trade Date to, and including, such day), of borrowing a number of Shares equal to the Aggregate Base Amount of all Components to hedge its exposure to the Transaction exceeds a weighted average rate equal to 50 basis points per annum, the Calculation Agent shall reduce the Forward Price applicable to each Component in order to compensate Party A for the amount by which the Stock Loan Fee exceeded a weighted average rate equal to 50 basis points per annum during such period. The Calculation Agent shall notify Party B prior to making any such adjustment to the Forward Price and, upon the request of Party B, Party A shall provide an itemized list of the Stock Loan Fees for the applicable period specified above in this paragraph.

Account Details:

Payments to Party A:	To be advised under separate cover or telephone confirmed prior to each Settlement Date.
Payments to Party B:	To be advised under separate cover or telephone confirmed prior to each Settlement Date.
Delivery of Shares to Party A:	To be advised.
Delivery of Shares to Party B:	To be advised.

3. Other Provisions:

Conditions to Effectiveness:

The effectiveness of this Confirmation on the Effective Date shall be subject to (i) the condition that the representations and warranties of Party B contained in the Underwriting Agreement dated October 26, 2026 among Party B and Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, as Representatives of the several Underwriters (the "**Underwriting Agreement**") and any certificate delivered pursuant thereto by Party B are true and correct or, as provided in the Underwriting Agreement or such certificate, true and correct in all material respects on the Effective Date as if made as of the Effective Date, (ii) the condition that Party B has performed all of the obligations required to be performed by it under the Underwriting Agreement on or prior to the Effective Date, (iii) the condition that Party B has delivered to Party A an opinion of counsel dated as of the Effective Date with respect to matters set forth in Section 3(a) of the Agreement, (iv) the satisfaction of all of the conditions set forth in Section 6 of the Underwriting Agreement, (v) the condition that the Underwriting Agreement shall not have been terminated pursuant to Section 6 or 10 thereof, and (vi) the condition that neither of the following has occurred (A) in Party A's good faith and commercially reasonable judgment, Party A (or its Affiliate) is unable to borrow and deliver for sale a number of Shares equal to the Aggregate Base Amount, or (B) in Party A's good faith and commercially reasonable judgment Party A (or its Affiliate) would incur a Stock Loan Fee of more than a rate equal to 500 basis points per annum to do so (in which event this Confirmation shall be effective but the Aggregate Base Amount for the Transaction shall be the number of Shares Party A (or an Affiliate thereof) is required to deliver in accordance with Section 3(d) of the Underwriting Agreement).

Representations and Agreements of Party A and Party B:

Each of Party A and Party B represents, warrants and covenants that it:

(a) (i) has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of entering into the Transaction; (ii) has consulted with its own legal, financial, accounting and tax advisors in connection with the Transaction; and (iii) is entering into the Transaction for a bona fide business purpose;

(b) is not and has not been the subject of any civil proceeding of a judicial or administrative body of competent jurisdiction that could reasonably be expected to impair materially its ability to perform its obligations hereunder; and

(c) will by the next succeeding New York Business Day notify the other party upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default in respect of which it is the Defaulting Party.

Additional Representations, Warranties and Agreements of Party B: Party B hereby represents and warrants to, and agrees with, Party A as of the date hereof that:

(a) Any Shares, when issued and delivered in accordance with the terms of the Transaction, will be duly authorized and validly issued, fully paid and nonassessable, and the issuance thereof will not be subject to any preemptive or similar rights.

(b) Party B has reserved and will keep available at all times, free from preemptive rights, out of its authorized but unissued Shares, solely for the purpose of issuance upon settlement of the Transaction as herein provided, the full number of Shares as shall be issuable at such time upon settlement of the Transaction. All Shares so issuable shall, upon such issuance, be accepted for listing on the Exchange.

(c) Party B agrees to provide Party A with at least three days' written notice (an "**Issuer Repurchase Notice**") prior to executing any repurchase of Shares by Party B or any of its subsidiaries (or entering into any contract that would require, or give the option to, Party B or any of its subsidiaries, to purchase or repurchase Shares), whether out of profits or capital or whether the consideration for such repurchase is cash, securities or otherwise (an "**Issuer Repurchase**"), that alone or in the aggregate would result in the Base Amount Percentage (as defined below) being (i) equal to or greater than 5.0% of the outstanding Shares and (ii) greater by 0.5% or more than the Base Amount Percentage at the time of the immediately preceding Issuer Repurchase Notice (or in the case of the first such Issuer Repurchase Notice, greater than the Base Amount Percentage as of the later of the date hereof or the immediately preceding Settlement Date, if any). The "**Base Amount Percentage**" as of any day is the fraction (1) the numerator of which is the sum of (i) the Base Amounts of all Components not yet settled, and (ii) the "Base Amounts" (as such termed is defined in the confirmation dated as of October 26, 2026 between Party A and Party B relating to a substantially identical forward transaction initially with respect to 20,000,000 Shares (the "**Base Confirmation**")) of all "Components" (as such term is defined in the Base Confirmation) not yet settled, and (2) the denominator of which is the number of Shares outstanding on such day.

(d) No filing with, or approval, authorization, consent, license, registration, qualification, order or decree of, any court or governmental authority or agency, domestic or foreign, is necessary or required for the execution, delivery and performance by Party B of this Confirmation and the consummation of the Transaction (including, without limitation, the issuance and delivery of Shares on any Settlement Date) except (i) such as have been obtained under the Securities Act of 1933, as amended (the "**Securities Act**"), and (ii) as may be required to be obtained under state securities laws.

(e) Party B agrees not to make any Issuer Repurchase if, immediately following such Issuer Repurchase, the Base Amount Percentage would be equal to or greater than 9.0%.

(f) Party B is not insolvent, nor will Party B be rendered insolvent as a result of the Transaction.

(g) During any Adjustment Window, neither Party B nor any of its controlled affiliates shall directly or indirectly (which shall be deemed to include the writing or purchase of any cash-settled or other derivative transaction which references Shares and provides such party "long" economic exposure, or any structured Share repurchase or other derivative with a hedging period, calculation period or settlement valuation period or similar period that overlaps with such Adjustment Window) purchase, offer to purchase, place any bid or limit order relating to a purchase of or commence any tender offer relating to Shares (or any security convertible into or exchangeable or exercisable for Shares) without the prior written approval of Party A. Notwithstanding the foregoing, nothing in the preceding sentence shall prohibit privately negotiated (off-market) transactions by Party B or any such affiliate, not involving any derivative instrument, to purchase Shares from existing holders of Shares in transactions that do not result in, or relate to, purchases of Shares in the public market by such existing holders in connection with such transactions. "**Adjustment Window**" means (a) with respect to the Class C Transaction, the period, from, and including, the second (2nd) Exchange Business Day following the Class C Effective Date to, and including, the Class C Distribution Adjustment End Date and (b) with respect to any Component subject to the Class C in Lieu of Class A Settlement Election, the period from, and including, the date of the Class C Election Settlement Notice to, and including, the final Settlement Date under the Class A Transaction.

(h) Party B shall not engage in the sale of any Shares pursuant to an effective registration statement under the Securities Act during any Adjustment Window (not including, for the avoidance of doubt, any sales with respect to the Registration Statement as contemplated in this Confirmation).

(i) Party B is an "eligible contract participant" (as such term is defined in Section la(18) of the Commodity Exchange Act, as amended).

(j) In addition to any other requirements set forth herein, Party B agrees not to deliver a Settlement Notice or a Class C Election Settlement Notice if, and any Settlement Notice or a Class C Election Settlement Notice previously delivered shall be void to the extent that, in the reasonable judgment of either Party A or Party B, such settlement or Party A's related market activity would result in a violation of the U.S. federal securities laws or any other federal or state law or regulation applicable to Party A or Party B.

(k) Party B (i) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (ii) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (iii) has total assets of at least $50 million as of the date hereof.

(l) Party B acknowledges and agrees that:

(i) during the term of the Transaction, Party A and its Affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to establish, adjust or unwind its hedge position with respect to the Transaction;

(ii) Party A and its Affiliates may also be active in the market for the Shares and Share-linked transactions other than in connection with hedging activities in relation to the Transaction;

(iii) Party A shall make its own determination as to whether, when or in what manner any hedging or market activities in Party B's securities shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Forward Price, the VWAP and the terms of the Transaction;

(iv) any market activities of Party A and its Affiliates with respect to the Shares may affect the market price and volatility of the Shares, as well as the Forward Price and VWAP, each in a manner that may be adverse to Party B; and

(v) the Transaction is a derivatives transaction in which it has granted Party A the right, under certain circumstances, to receive cash or Shares, as the case may be; Party A may purchase Shares for its own account at an average price that may be greater than, or less than, the effective price paid by Party B under the terms of the Transaction.

(m) Party B will notify Party A within five Exchange Business Days of obtaining knowledge of the occurrence of any event that would constitute a Potential Adjustment Event (or, if earlier, the date on which it publicly discloses such Potential Adjustment Event).

(n) Party B hereby agrees with Party A that during any Adjustment Window (as defined below) Party B shall not communicate, directly or indirectly, any Material Non-Public Information (as defined herein) to any employee of Party A, other than Mike Voris, Jan Debeuckelaer, Sarah Levitt, Andreas Ziehme, Jesse Alba, Nico Apostolides or any other designee confirmed in writing by Party A. For purposes of the Transaction, "**Material Non-Public Information**" means information relating to Party B or the Shares that (a) has not been widely disseminated by wire service, in one or more newspapers of general circulation, by communication from Party B to its shareholders or in a press release, contained in a public filing made by Party B with the Securities and Exchange Commission, or otherwise disseminated in a manner permitted by the rules and regulations of the Securities and Exchange Commission, and (b) a reasonable investor might consider to be of importance in making an investment decision to buy, sell or hold Shares. For the avoidance of doubt and solely by way of illustration, information should be presumed "material" if it relates to such matters as dividend increases or decreases, earnings estimates, changes in previously released earnings estimates, significant expansion or curtailment of operations, a significant increase or decline of orders, significant merger or acquisition proposals or agreements, significant new products or discoveries, extraordinary borrowing, major litigation, liquidity problems, extraordinary management developments, purchase or sale of substantial assets, or other similar information.

Covenants of Party B:

Subject to the provisions of "Private Placement Procedures" below, the parties acknowledge and agree that any Shares delivered by Party B to Party A on any Settlement Date will be newly issued Shares and when delivered by Party A (or an Affiliate of Party A) to securities lenders from whom Party A (or an Affiliate of Party A) borrowed Shares in connection with hedging its exposure to the Transaction will be freely saleable without further registration or other restrictions under the Securities Act, in the hands of those securities lenders *(provided* that such Shares may be subject to restrictions if the status of any such securities lender would cause any such resale restrictions to apply by virtue of such securities lender's share ownership in Party B, status as an Affiliate of Party B or otherwise), irrespective of whether such stock loan is effected by Party A or an Affiliate of Party A. Accordingly, subject to the provisions of "Private Placement Procedures" below, Party B agrees that the Shares that it delivers to Party A on each Settlement Date will not bear a restrictive legend and that such Shares will be deposited in, and the delivery thereof shall be effected through the facilities of, the Clearance System.

Covenants of Party A:

Unless the provisions set forth below under "Private Placement Procedures" shall be applicable and, with respect to the Class C Transaction only, subject to the full number of such Class C Shares thereunder having been previously introduced into the market by Party A under the Registration Statement, Party A shall use any Shares delivered by Party B to Party A on any Settlement Date to return such Shares to securities lenders to close out open Share loans created by Party A or an Affiliate of Party A in the course of Party A's or such Affiliate's hedging activities related to Party A's exposure under this Confirmation.

Class C Procedures:

In connection with any Registration Statement, Party B will afford Party A (or any Affiliate thereof), on reasonable notice, a reasonable opportunity to conduct a reasonable due diligence investigation with respect to Party B to the extent such due diligence investigation is reasonably necessary for the sale of the Class C Shares. Party B will provide opinions, accountants' comfort letters, lawyers' negative assurance letters and indemnification and contribution protections, in each case customary for secondary offerings in connection with any Registration Statement. Party B will promptly notify Party A upon becoming aware that any of the following ceases to be true and correct with respect to any Registration Statement: no stop order suspending the effectiveness of such Registration Statement has been issued under the Securities Act, no order preventing or suspending the use of any preliminary prospectus with respect to such Registration Statement has been issued and no proceedings for any of those purposes have been instituted or are pending or, to Party B's knowledge, contemplated.

Insolvency Filing:

Notwithstanding anything to the contrary herein, in the Agreement or in the Definitions, upon any Insolvency Filing in respect of the Issuer, the Transaction shall automatically terminate on the date thereof without further liability of either party to this Confirmation to the other party (except for any liability in respect of any breach of representation or covenant by a party under this Confirmation prior to the date of such Insolvency Filing).

The parties hereto agree and acknowledge that (1) at any point prior to any Insolvency Filing in respect of the Issuer, Party B shall, subject to the limitations applicable to settlements involving Class C Shares under this Confirmation, have the unilateral right to Physical Settlement of all Components pursuant to the provisions set forth above under the heading "Settlement Terms"; and (2) the Transaction shall automatically terminate on the date of any Insolvency Filing pursuant to the provisions set forth in the immediately preceding paragraph only if and to the extent that Party B failed to elect Physical Settlement with respect to all of the Components pursuant to the provisions set forth above under the heading Settlement Terms prior to the relevant Insolvency Filing.

Extraordinary Dividends:

If an ex-dividend date for an Extraordinary Dividend occurs on or after the Trade Date and on or prior to the Maturity Date (or, if later, the last date on which Shares are delivered by Party B to Party A in settlement of the Transaction), Party B shall pay an amount, as determined by the Calculation Agent, in cash equal to the product of such Extraordinary Dividend and the sum of the Base Amounts of all Components not yet settled to Party A on the earlier of (i) the date on which such Extraordinary Dividend is paid by the Issuer to holders of record of the Shares or (ii) the Maturity Date. "**Extraordinary Dividend**" means the per Share amount of any cash dividend or distribution declared by the Issuer with respect to the Shares that is specified by the board of directors of the Issuer as an "extraordinary" dividend.

Acceleration Events:

The following events shall each constitute an "**Acceleration Event**":

(a) Stock Borrow Events. In the good faith commercially reasonable judgment of Party A (i) Party A (or its Affiliate) is unable to hedge Party A's exposure to the Transaction because (A) of the lack of sufficient Shares being made available for Share borrowing by lenders, or (B) Party A (or an Affiliate of Party A) would incur a Stock Loan Fee to hedge its exposure to the Transaction that is greater than a rate of 500 basis points per annum (each, a "**Stock Borrow Event**");

(b) Dividends and Other Distributions. On any day occurring after the Trade Date Party B declares a distribution, issue or dividend to existing holders of the Shares of (i) any cash dividend (other than an Extraordinary Dividend) to the extent all cash dividends having an ex-dividend date during the period from and including any Forward Price Reduction Date (with the Trade Date being a Forward Price Reduction Date for purposes of this clause (b) only) to but excluding the next subsequent Forward Price Reduction Date exceeds, on a per Share basis, the Forward Price Reduction Amount set forth opposite the first date of any such period on Schedule II or (ii) share capital or securities of another issuer acquired or owned (directly or indirectly) by Party B as a result of a spin-off or other similar transaction or (iii) any other type of securities (other than Class C Shares in a Class C Distribution or Additional Class C Distribution), rights or warrants or other assets, for payment (cash or other consideration) at less than the prevailing market price as reasonably determined by Party A (each, an "**Excess Dividend**");

(c) ISDA Early Termination Date. Party A has the right to designate an Early Termination Date pursuant to Section 6 of the Agreement;

(d) Other ISDA Events. The announcement of any event that if consummated, would result in an Extraordinary Event or the occurrence of any Change in Law (other than as specified in clause (Y) of the definition thereof) or a Delisting; *provided* that in case of a Delisting, in addition to the provisions of Section 12.6(a)(iii) of the 2002 Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the Nasdaq Global Select Market or the Nasdaq Global Market (or their respective successors); and *provided further* that the definition of "Change in Law" provided in Section 12.9(a)(ii) of the 2002 Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or public

announcement of, the formal or informal interpretation," (ii) replacing the parenthetical beginning after the word "regulation" in the second line thereof with the words "(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption, effectiveness or promulgation of new regulations authorized or mandated by existing statute)" and (iii) immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by Party A on the Trade Date"; or

(e) Ownership Event. In the good faith, reasonable judgment of Party A, on any day, the Share Amount for such day exceeds the Post-Effective Limit for such day (if any applies) (an "**Ownership Event**").

For purposes of clause (e) above, the "**Share Amount**" as of any day is the number of Shares that Party A and any of its Affiliates and any person whose ownership position would be aggregated with that of Party A, including any "group" (within the meaning of Section 13 of the Exchange Act) of which Party A is or may be deemed to be a part (Party A or any such person or group, a "**Party A Person**") under any law, rule, regulation, regulatory order or organizational documents or contracts of Party B that are, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership of under any Applicable Restriction, as determined by Party A in its reasonable discretion. The "**Post-Effective Limit**" means (x) the minimum number of Shares that would give rise to reporting or registration obligations (other than any filing under Section 13 of the Exchange Act and the rules and regulations thereunder, in each case, as in effect on the Trade Date) or other requirements (including obtaining prior approval from any person or entity) of a Party A Person, or would result in an adverse effect on a Party A Person, under any Applicable Restriction, as determined by Party A in its reasonable discretion (it being understood that reporting obligations under Section 13 or Section 16 of the Exchange Act and the rules and regulations thereunder, in each case, as in effect on the Trade Date, will not be deemed to have an adverse effect), *minus* (y) 1% of the number of Shares outstanding.

Materially Increased Costs:

Upon the occurrence of any Change in Law specified in clause (Y) of the definition thereof, Party A and Party B agree to negotiate in good faith for at least five Exchange Business Days (the "**Amendment Period**") to amend this Confirmation to take account of the resulting "materially increased cost" as such phrase is used in clause (Y) of the definition of "Change in Law." Such amendment may, if agreed by Party A and Party B, result in a Change in Law to which an Acceleration Event applies. If, after negotiating in good faith during the Amendment Period to so amend this Confirmation, Party A and Party B are unable to agree upon such an amendment, the relevant Change in Law specified in clause (Y) of the definition thereof shall constitute an Acceleration Event, notwithstanding any language in clause (d) under the heading "Acceleration Events" above to the contrary. The Calculation Agent may, in connection with a Termination Settlement following such Acceleration Event, reduce the Forward Price to compensate Party A for any "materially increased costs" incurred during the Amendment Period. Any Change in Law that results in Party A (or an Affiliate of Party A) incurring a Stock Loan Fee to hedge its exposure to the Transaction that is equal to or less than a rate equal to 500 basis points per annum shall not constitute a "materially increased cost" for purposes of clause (Y) of the definition of "Change in Law" (but may, for the avoidance of doubt, result in a reduction to the Forward Price pursuant to the provisions opposite the caption "Additional Adjustment" above).

Termination Settlement:

Upon the occurrence of any Acceleration Event with respect to any Component where (x) the Shares are Class A Shares or (y) to the extent Party B has introduced an equivalent number of Class C Shares into the market under the Registration Statement, the Shares are Class C Shares, Party A shall have the right to designate, upon at least one Scheduled Trading Day's notice, any Scheduled Trading Day following such occurrence to be a Settlement Date for the relevant Components hereunder (a "**Termination Settlement Date**") to which Physical Settlement shall apply, and to select the number of Settlement Shares of such Components relating to such Termination Settlement Date; *provided* that (i) in the case of an Acceleration Event arising out of an Ownership Event, the number of Settlement Shares so designated by Party A shall not exceed the number of Shares necessary to reduce the Share Amount to the Post-Effective Limit and (ii) in the case of an Acceleration Event arising out of a Stock Borrow Event, the number of Settlement Shares so designated by Party A shall not exceed the number of Shares as to which such Stock Borrow

Event exists. For the avoidance of doubt, in the case of an Acceleration Event arising out of an Excess Dividend, no adjustment shall at any time be made to the number of Settlement Shares deliverable, or the Physical Settlement Amount payable, on the relevant Termination Settlement Date to account for such Excess Dividend. If, upon designation of a Termination Settlement Date by Party A pursuant to the second immediately preceding sentence, Party B fails to deliver the Settlement Shares relating to such Termination Settlement Date when due or otherwise fails to perform obligations within its control in respect of the Transaction, it shall be an Event of Default with respect to Party B and Section 6 of the Agreement shall apply.

Upon the occurrence of any Acceleration Event with respect to any Component where the Shares are Class C Shares but Party B has not introduced an equivalent number of Class C Shares into the market under the Registration Statement, such Acceleration Event shall be deemed to be an Additional Termination Event with Party B as the sole Affected Party and the portion of the Class C Transaction or the portion of the Class A Transaction where a Class C in Lieu of Class A Settlement Election has been made, as applicable, as the sole Affected Transaction. For the avoidance of doubt, the amount payable in connection with an Additional Termination Event as a result of an Excess Dividend pursuant to the immediately preceding sentence shall be determined without regard to the Excess Dividend.

Private Placement Procedures:

Notwithstanding anything to the contrary contained in Section 9.11 of the 2002 Definitions, if Party B is unable to comply with the provisions of "Covenants of Party B" above because of a change in law or a change in the policy of the Securities and Exchange Commission or its staff, or Party A otherwise determines that in its reasonable opinion based on the advice of counsel any Settlement Shares to be delivered to Party A by Party B may not be freely returned by Party A or its Affiliates to securities lenders as described under "Covenants of Party B" above, then delivery of any such Settlement Shares (the "**Restricted Shares**") shall be effected pursuant to Annex A hereto, unless waived by Party A; *provided* that Party A may not otherwise determine that the Settlement Shares are Restricted Shares based solely upon Party A not having borrowed and sold a number of Class A Shares equal to the Aggregate Base Amount on or before the Effective Date pursuant to the Registration Statement (as defined in the Underwriting Agreement) with delivery of the Prospectus (as defined in the Underwriting Agreement) if there has been no change in law or a change in the policy of the Securities and Exchange Commission or its staff.

Maximum Share Delivery:

Notwithstanding any other provision of this Confirmation, in no event will Party B be required to deliver on any Settlement Date, whether pursuant to Physical Settlement, Termination Settlement or any Private Placement Settlement, more than a number of Shares equal to 150% of the initial Aggregate Base Amount (or, after the Class C Effective Date, equal to 150% of the sum of the initial Aggregate Base Amount under the Class A Transaction and the Class C Transaction) to Party A, subject to adjustment from time to time in accordance with the provisions of this Confirmation or the 2002 Definitions and subject to reduction by the amount of any Shares delivered by Party B on any prior Settlement Date.

Transfer and Assignment:

Party A may assign or transfer any of its rights or delegate any of its duties hereunder to any Affiliate of Party A that has at the time of such assignment or transfer the same or better creditworthiness as Party A so long as (a) any guarantee of Party A's obligations hereunder continues to remain in full force and effect with respect to such assignee or transferee, (b) such assignee or transferee is organized under the laws of the United States or any State thereof and provides an IRS Form W-9 to Party B prior to such assignment or transfer, (c) Party B will not be required to pay to such assignee or transferee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) of the Agreement greater than the amount in respect of which Party B would have been required to pay Party A in the absence of such assignment or transfer, (d) Party B will not receive a payment from which an amount has been withheld or deducted on account of a Tax under Section 2(d)(i) of the Agreement in excess of that which Party A would have been required to so withhold or deduct in the absence of such assignment or transfer, unless Party A would be required to pay to Party B amounts under Section 2(d)(i)(4) of the Agreement in respect of such Tax, (e) no Event of Default, Potential Event of Default, Termination Event, Additional Adjustment or Acceleration Event will occur as a result of such assignment or transfer, (f) prior to such assignment or transfer, Party A shall have caused such assignee or transferee to make such payee tax representations and to provide such tax representations as

may be reasonably requested by Party B to permit Party B to determine that the assignment or transfer complies with the requirements of this paragraph and (g) such assignment or transfer will not cause a deemed exchange for Party B of the Transaction under Section 1001 of the Code (defined below). Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Party A to purchase, sell, receive or deliver any Shares or other securities to or from Party B, Party A may designate any of its Affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform Party A's obligations in respect of the Transaction and any such designee may assume such obligations; *provided* that the requirements in clauses (b)-(g) above shall apply with respect to any such designation. Party A shall be discharged of its obligations to Party B to the extent of any such performance.

Indemnity:

Party B agrees to indemnify Party A and its Affiliates and their respective directors, officers, agents and controlling parties (Party A and each such Affiliate or person being an "**Indemnified Party**") from and against any and all losses, claims, damages and liabilities, joint and several, incurred by or asserted against such Indemnified Party arising out of, in connection with, or relating to, any breach of any covenant or representation made by Party B in this Confirmation or the Agreement and will reimburse any Indemnified Party for all reasonable documented expenses (including reasonable documented legal fees and expenses) in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto, but only to the extent that the relevant loss, claim, damage, liability or expense is found in a final and nonappealable judgment by a court of competent jurisdiction to have resulted from such breach. Party B will not be liable under this Indemnity paragraph to the extent that any loss, claim, damage, liability or expense is found in a final and nonappealable judgment by a court to have resulted from Party A's gross negligence, fraud, willful misconduct or breach of this Confirmation or the Agreement.

Notice:

Non-Reliance:	Applicable
Additional Acknowledgments:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable

4. The Agreement is further supplemented by the following provisions:

No Collateral or Setoff:

Notwithstanding Section 6(f) or any other provision of the Agreement or any other agreement between the parties to the contrary, the obligations of Party B hereunder are not secured by any collateral. Obligations under the Transaction shall not be set off against any other obligations of the parties, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be set off against obligations under the Transaction, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff. In calculating any amounts under Section 6(e) of the Agreement, notwithstanding anything to the contrary in the Agreement, (a) separate amounts shall be calculated as set forth in such Section 6(e) with respect to (i) the Transaction and (ii) all other Transactions, and (b) such separate amounts shall be payable pursuant to Section 6(d)(ii) of the Agreement.

Status of Claims in Bankruptcy:

Party A acknowledges and agrees that this Confirmation is not intended to convey to Party A rights with respect to the transactions contemplated hereby that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Party B; *provided, however,* that nothing herein shall limit or shall be deemed to limit Party A's right to pursue remedies in the event of a breach by Party B of its obligations and agreements with respect to this Confirmation and the Agreement; and *provided further,* that nothing herein shall limit or shall be deemed to limit Party A's rights in respect of any transaction other than the Transaction.

Limit on Beneficial Ownership:

Notwithstanding any other provisions hereof, Party A shall not be entitled to take delivery of any Shares deliverable hereunder (whether in connection with the purchase of Shares on any Settlement Date or any Termination Settlement Date, any Private Placement Settlement or otherwise) to the extent (but only to the extent) that, after such receipt of any Shares hereunder, and after taking into account any Shares concurrently deliverable to Party A pursuant to the Base Confirmation, (i) the Share Amount would exceed the Post-Effective Limit or (ii) the Section 16 Percentage would exceed 9.0%. Any purported delivery hereunder shall be void and have no effect to the extent (but only to the extent) that, after such delivery, and after taking into account any Shares concurrently deliverable to Party A pursuant to the Base Confirmation, (i) the Share Amount would exceed the Post-Effective Limit or (ii) the Section 16 Percentage would exceed 9.0%. If any delivery owed to Party A hereunder is not made, in whole or in part, as a result of this provision, Party B's obligation to make such delivery shall not be extinguished and Party B shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Party A gives notice to Party B that, after such delivery, and after taking into account any Shares concurrently deliverable to Party A pursuant to the Base Confirmation, (i) the Share Amount would not exceed the Post-Effective Limit and (ii) the Section 16 Percentage would not exceed 9.0%. The "**Section 16 Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Party A and any of its Affiliates or any other person subject to aggregation with Party A for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, or any "group" (within the meaning of Section 13 of the Exchange Act) of which Party A is or may be deemed to be a part beneficially owns (within the meaning of Section 13 of the Exchange Act), without duplication, on such day (or, to the extent that for any reason the equivalent calculation under Section 16 of the Exchange Act and the rules and regulations thereunder results in a higher number, such higher number) and (B) the denominator of which is the number of Shares outstanding on such day.

In addition, notwithstanding anything herein to the contrary, if any delivery owed to Party A hereunder is not made, in whole or in part, as a result of the immediately preceding paragraph, Party A shall be permitted to make any payment due in respect of such Shares to Party B in two or more tranches that correspond in amount to the number of Shares delivered by Party B to Party A pursuant to the immediately preceding paragraph.

Wall Street Transparency and Accountability Act:

In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "**WSTAA**"), the parties hereby agree that neither the enactment of the WSTAA or any regulation under the WSTAA, nor any requirement under the WSTAA or an amendment made by the WSTAA, shall limit or otherwise impair either party's otherwise applicable rights to terminate, renegotiate, modify, amend or supplement this Confirmation or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Confirmation, the 2002 Definitions incorporated herein, or the Agreement (including, but not limited to, rights arising from any Acceleration Event or Illegality (as defined in the Agreement)).

Miscellaneous:

(a) Addresses for Notices. For the purpose of Section 12(a) of the Agreement:

Address for notices or communications to Party A:

To: Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282-2198
Attention: [ ]
Email: [ ]

Address for notices or communications to Party B:

To: Meta Platforms, Inc.
1 Meta Way
Menlo Park, California 94025
Attention: [ ]
Email: [ ]

(b) **Waiver of Right to Trial by Jury. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Confirmation**. Each party (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of such a suit action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this Confirmation by, among other things, the mutual waivers and certifications herein.

Acknowledgments:

The parties hereto intend for:

(a) the Transaction to be a "securities contract" as defined in Section 741(7) of Title 11 of the United States Code (the "**Bankruptcy Code**"), qualifying for the protections under Section 555 of the Bankruptcy Code;

(b) a party's right to liquidate the Transaction and to exercise any other remedies upon the occurrence of any Event of Default under the Agreement with respect to the other party to constitute a "contractual right" as defined in the Bankruptcy Code;

(c) Party A to be a "financial institution" within the meaning of Section 101(22) of the Bankruptcy Code; and

(d) all payments for, under or in connection with the Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" as defined in the Bankruptcy Code.

If Party A is a bank regulated by the Federal Deposit Insurance Corporation, (i) Party A recognizes and intends that the Transaction is, and shall constitute, a "qualified financial contract" as that term is defined in 12 U.S.C. §1821(e)(8)(D)(i), as the same may be amended, modified, or supplemented from time to time; and (ii) Party A represents and warrants that it is authorized by appropriate corporate action under applicable law to enter into the Transaction as evidenced by the execution hereof by an officer of Party A at the level of vice president or higher.

Severability:

If any term, provision, covenant or condition of this Confirmation, or the application thereof to any party or circumstance, shall be held to be invalid or unenforceable in whole or in part for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Confirmation had been executed with the invalid or unenforceable provision eliminated, so long as this Confirmation as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Confirmation and the deletion of such portion of this Confirmation will not substantially impair the respective benefits or expectations of parties to the Agreement; *provided, however*, that this severability provision shall not be applicable if any provision of Section 2, 5, 6 or 13 of the Agreement (or any definition or provision in Section 14 to the extent that it relates to, or is used in or in connection with any such Section) shall be so held to be invalid or unenforceable.

Tax Matters:

(a) For the purpose of Section 3(e), each of Party A and Party B makes the following representation: It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of the Agreement and any other payments treated as interest for U.S. federal income tax purposes) to be made by it to the other party under the Agreement. In making this representation, it may rely on (i) the

accuracy of any representations made by the other party pursuant to Section 3(f) of the Agreement; (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of the Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of the Agreement; and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of the Agreement; *provided* that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) For the purpose of Section 3(f) of the Agreement:

(i) Party A makes the following representation(s):

(A) It is a "U.S. person" (as that term is used in section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations), or a disregarded entity of such a U.S. person for U.S. federal income tax purposes.

(ii) Party B makes the following representation(s):

(A) It is a "U.S. person" (as that term is used in section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes.

(B) It is a corporation for U.S. federal income tax purposes and is organized under the laws of the State of Delaware, and is an exempt recipient under section 1.6049-4(c)(1)(ii)(A) of the United States Treasury Regulations.

(c) For the purpose of Sections 4(a)(i) and (ii) of the Agreement, (x) Party B agrees to deliver to Party A one duly executed and completed United States Internal Revenue Service Form W-9 (or successor thereto) and (y) Party A agrees to deliver to Party B one duly executed and completed United States Internal Revenue Service Form W-9 (or successor thereto).

(d) Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. "Tax" as used in subsection (a) of "Tax Matters." in this confirmation and "Indemnifiable Tax," as defined in Section 14 of the Agreement, shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(e) HIRE Act. "Tax" as used in subsection (a) of "Tax Matters." in this Confirmation and "Indemnifiable Tax," as defined in Section 14 of the Agreement, shall not include any tax imposed on payments treated as dividends from sources within the United States under Section 871(m) of the Code or any regulations issued thereunder.

(f) Dividend. In no event shall Party B be required to pay an additional amount to Party A under Section 2(d)(i)(4) of the Agreement in respect of any amounts treated as dividends for any purpose under the Code or any current or future regulations or official interpretation thereof including Section 305 of the Code.

5. Regulatory Provisions:

(a) U.S. Resolution Stay Provisions.

(i) Recognition of the U.S. Special Resolution Regimes

(A) In the event that Party A becomes subject to a proceeding under (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a "**U.S. Special Resolution Regime**") the transfer from Party A of this Confirmation, and any interest and obligation in or under, and any property securing, this Confirmation, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Confirmation, and any interest and obligation in or under, and any property securing, this Confirmation were governed by the laws of the United States or a state of the United States.

(B) In the event that Party A or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("**Default Right**")) under this Confirmation that may be exercised against Party A are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Confirmation were governed by the laws of the United States or a state of the United States.

(ii) Limitation on Exercise of Certain Default Rights Related to an Affiliate's Entry Into Insolvency Proceedings. Notwithstanding anything to the contrary in this Confirmation, the parties expressly acknowledge and agree that:

(A) Party B shall not be permitted to exercise any Default Right with respect to this Confirmation or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of the Party A becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "Insolvency Proceeding"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. § 252.84, 12 C.F.R. § 47.5 or 12 C.F.R.§ 382.4, as applicable; and

(B) Nothing in this Confirmation shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of Party A. becoming subject to an Insolvency Proceeding, unless the transfer would result in Party B being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to Party B.

(C) For the purpose of this paragraph:

(A) Affiliate" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

(B) "Credit Enhancement" means any credit enhancement or credit support arrangement in support of the obligations of Party A under or with respect to this Confirmation, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

(iii) U.S. Protocol. If Party B has previously adhered to, or subsequently adheres to, the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "ISDA U.S. Protocol"), the terms of such protocol shall be incorporated into and form a part of this Confirmation and the terms of the ISDA U.S. Protocol shall supersede and replace the terms of this section. For

purposes of incorporating the ISDA U.S. Protocol, Party A shall be deemed to be a Regulated Entity, Party B shall be deemed to be an Adhering Party, and this Confirmation shall be deemed to be a Protocol Covered Agreement. Capitalized terms used but not defined in this paragraph shall have the meanings given to them in the ISDA U.S. Protocol.

(iv) Pre-existing In-Scope Agreements. Party A and Party B agree that to the extent there are any outstanding "in-scope QFCs," as defined in 12 C.F.R. § 252.82(d), that are not excluded under 12 C.F.R. § 252.88, between Party A and Party B that do not otherwise comply with the requirements of 12 C.F.R. § 252.2, 252.81–8 (each such agreement, a "Preexisting In-Scope Agreement"), then each such Preexisting In-Scope Agreement is hereby amended to include the foregoing provisions in this section, with references to "this Confirmation" being understood to be references to the applicable Preexisting In-Scope Agreement.

[Remainder of page intentionally left blank]

Please confirm that the foregoing correctly sets forth the terms of our agreement by signing and returning this Confirmation.

Yours faithfully,

GOLDMAN SACHS & CO. LLC

By: /s/ Michael Voris
Name: Michael Voris
Title: Managing Director

[*Signature Page to Confirmation*]

Confirmed as of the date first written above:

META PLATFORMS, INC.

By: /s/ Todd Heysse
Name: Todd Heysse
Title: Vice President, Treasury and Corporate Finance

[*Signature Page to Confirmation*]

PRIVATE PLACEMENT PROCEDURES

(i) If Party B delivers the Restricted Shares pursuant to this clause (i) (a "**Private Placement Settlement**"), then delivery of Restricted Shares by Party B shall be effected in customary private placement procedures with respect to such Restricted Shares reasonably acceptable to Party A; *provided* that if, on or before the date that a Private Placement Settlement would occur, Party B has taken, or caused to be taken, any action that would make unavailable either the exemption pursuant to Section 4(a)(2) of the Securities Act for the sale by Party B to Party A (or any Affiliate designated by Party A) of the Restricted Shares or the exemption pursuant to Section 4(a)(1) or Section 4(a)(3) of the Securities Act for resales of the Restricted Shares by Party A (or any such Affiliate of Party A) or Party B fails to deliver the Restricted Shares when due or otherwise fails to perform obligations within its control in respect of a Private Placement Settlement, it shall be an Event of Default with respect to Party B and Section 6 of the Agreement shall apply. The Private Placement Settlement of such Restricted Shares shall include customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Party A, due diligence rights (for Party A or any designated buyer of the Restricted Shares by Party A), opinions and certificates, and such other documentation as is customary for private placement agreements, all reasonably acceptable to Party A. In the case of a Private Placement Settlement, Party A shall, in its good faith discretion, adjust the number of Restricted Shares to be delivered to Party A hereunder in a commercially reasonable manner to reflect the fact that such Restricted Shares may not be freely returned to securities lenders by Party A and may only be saleable by Party A at a discount to reflect the lack of liquidity in Restricted Shares based on actual charges or discounts given. Notwithstanding the Agreement or this Confirmation, the date of delivery of such Restricted Shares shall be the Clearance System Business Day following notice by Party A to Party B of the number of Restricted Shares to be delivered pursuant to this clause (i). For the avoidance of doubt, delivery of Restricted Shares shall be due as set forth in the previous sentence and not be due on the Settlement Date or Termination Settlement Date that would otherwise be applicable.

(ii) If Party B delivers any Restricted Shares in respect of the Transaction, Party B agrees that (i) such Shares may be transferred by and among Party A and its Affiliates and (ii) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed after the applicable Settlement Date, Party B shall promptly remove, or cause the transfer agent for the Shares to remove, any legends referring to any transfer restrictions from such Shares upon delivery by Party A (or such Affiliate of Party A) to Party B or such transfer agent of seller's and broker's representation letters customarily delivered by Party A or its Affiliates in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, each without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Party A (or such Affiliate of Party A).