

Exhibit B

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “*Agreement*”), is made effective as of December __, 2012 (the “*Effective Date*”) by and between **FACEBOOK, INC.**, a Delaware corporation located at 1601 Willow Road, Menlo Park, California 94025 (the “*Disclosing Party*”), and **MR. BRIAN HAND**, an individual and the CEO of Timelines, Inc., residing at _____ (the “*Receiving Party*”), to assure the protection and preservation of the highly confidential and/or commercially and competitively sensitive nature of certain information to be disclosed or made available by the Disclosing Party to the Receiving Party for the sole purpose of settlement discussions between the parties hereto relating to the lawsuit filed by Timelines, Inc., *Timelines, Inc. v. Facebook, Inc.*, Civil Action No. 11-cv-06867 (the “*Permitted Use*”), and will not, directly or indirectly, be used for any other purpose whatsoever.

In reliance upon and in consideration of the following undertakings, and for other good and valuable consideration, the parties agree as follows.

1. Pursuant to the terms of this Agreement, and for the Permitted Use only, the Disclosing Party may consent to disclose all or portions of the Expert Report of Christopher J. Bokhart, previously designated as “Highly Confidential – Outside Counsel Only” by the Disclosing Party under the governing protective order, to the Receiving Party (hereinafter the “*Confidential Information*”).

2. The Receiving Party shall maintain all Confidential Information of the Disclosing Party in strict trust and confidence and shall not use any such Confidential Information for any purpose other than the Permitted Use. The Receiving Party shall not use Confidential Information for any purpose or in any manner that would constitute a violation of any laws or regulations. No rights or licenses to trademarks, inventions, copyrights, patents or any other intellectual property rights are implied or granted under this Agreement. Nothing in this Agreement grants the right to retain, distribute or commercialize any Confidential Information belonging to the Disclosing Party. The Receiving Party hereby agrees that it will not in any way attempt to obtain, either directly or indirectly, any information regarding any Confidential Information of the Disclosing Party from any third party who has been employed by, provided consulting services to, or received in confidence information from, the Disclosing Party.

3. Confidential Information shall not be reproduced in any form.

4. No Confidential Information shall be disclosed by the Receiving Party to anyone, including but not limited to any other employees of Timelines, Inc., who does not already have rights to access the Confidential Information under the governing protective order (*i.e.* access to information designated “Highly Confidential – Outside Counsel Only”). The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information.

5. All Confidential Information shall remain at all times the property of the Disclosing Party, and no property rights, license or other rights to Confidential Information is granted or implied hereby. The Receiving Party shall, after the Receiving Party’s need for it has

expired or upon the earlier request of the Disclosing Party or the earlier completion or termination of this Agreement, promptly deliver to the Disclosing Party all tangible media containing Confidential Information of the Disclosing Party.

6. This Agreement shall become effective as of the Effective Date and terminate automatically upon written notice by the Disclosing Party; provided, however, that termination or expiration of this Agreement shall not relieve the Receiving Party of any of the obligations set forth in this Agreement with respect to the Disclosing Party's Confidential Information.

7. Any notices required or permitted hereunder shall be given to the appropriate party at the addresses specified below in this Paragraph 7 or at such other address as the party shall specify in writing. Such notice must be in writing and will be deemed sufficient in all respects if delivered personally or by email, facsimile transmission, courier, or registered or certified mail, postage prepaid, as follows:

If to Facebook, Inc.:

Peter J. Willsey
Brendan J. Hughes
Cooley LLP
777 6th Street, NW, Suite 1100
Washington, DC 20001
Tel: 202-842-7800
Fax: 202-842-7899
Emails: pwillsey@cooley.com; bhughes@cooley.com

If to Mr. Brian Hand:

Douglas A. Albritton
Raven Moore
ReedSmith LLP
10 South Wacker Drive
Chicago, IL 60606-7507
Tel: 312.207.6457
Fax: 312.207.6400
Emails: dalbritton@reedsmith.com; rmoore@reedsmith.com

8. This Agreement shall be governed by and construed and take effect as a sealed instrument in accordance with the laws of the State of California governing such agreements, without regard to conflicts-of-law principles thereof. Each party hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Santa Clara County, California for any lawsuit filed there against such party arising from or related to this Agreement.

9. The parties hereby acknowledge and agree that in the event of any breach of this Agreement by the Receiving Party, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information without the prior express written consent of the Disclosing Party, the Disclosing Party would suffer an irreparable injury such that no remedy at law would adequately protect or appropriately compensate the Disclosing Party for such injury. Accordingly, the parties agree that the Disclosing Party will have the right to

enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Disclosing Party may have for a breach of this Agreement.

10. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to said subject matter. This Agreement may not be changed, modified, waived, amended or supplemented except by a written instrument signed by both parties.

11. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect.

12. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. The Receiving Party is not entitled to assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the Disclosing Party. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

13. The waiver from time to time by the Disclosing Party of any of its rights or the failure of the Disclosing Party to exercise any remedy will not operate or be construed as a continuing waiver of same or of any other rights or remedies provided in this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

15. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

IN WITNESS WHEREOF, the parties have caused this Non-disclosure Agreement to be executed as of the date first written above.

AGREED TO:

FACEBOOK, INC.

By: _____

Name:

Title:

Address:

1601 Willow Road
Menlo Park, California 94025

AGREED TO:

MR. BRIAN HAND

By: _____

Name:

Address: