

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

CONNECTU, INC., CAMERON	)	
WINKLEVOSS, TYLER WINKLEVOSS,	)	
AND DIVYA NARENDRA,	)	CIVIL ACTION NO. 1:07-CV-
	)	10593-DPW
Plaintiffs,	)	
	)	
v.	)	
	)	
FACEBOOK, INC., MARK ZUCKERBERG,	)	
EDUARDO SAVERIN, DUSTIN	)	
MOSKOVITZ, ANDREW MCCOLLUM,	)	
AND THEFACEBOOK LLC,	)	
	)	
Defendants.	)	
_____	)	

**DECLARATION OF VICTOR GAO**

I, Victor Gao, hereby declare as follows:

1. My experience with Harvard Connection and ConnectU encompasses the time frame from late summer 2003 through early 2004. From roughly August 2003 through November 2003, I was a consultant of Divya Narendra, Tyler and Cameron Winklevoss ("the Founders") and generated around \$400 in fees for my services.

2. I first became involved in developing the Harvard Connection website in late summer 2003. Divya, a friend of mine from Harvard, approached me and asked whether I would be willing to take over the development of a website on which he was working. Divya explained that the Founders had developed an idea for the online brokering of personal and professional relationships between members of the Harvard University community and the rest of the world. After discussing the idea, we jointly discussed the scalability of this idea into other communities.

I understood that the Founders planned to develop this site and attempt to make it a for-profit venture. My role would be to complete the site based on work from the previous developer, Sanjay Mavinkurve.

3. When I began working with the Founders in August of 2003, the understanding between myself and the Founders was that I would be a partner in the venture. In or around October 2003, however, I chose to take a paid consultant role instead and take no equity in the website itself.

4. Before I started work on the Harvard Connection website, the Founders made clear that this was a confidential project. In light of the nature of the project, this did not surprise me. Throughout my involvement with the website, the Founders maintained this confidentiality by hosting the website code on private servers with non-public login and password information. Work on the website was largely confined to private dormitory rooms. Discussions about the details of the site were kept similarly private.

5. I worked on the website until early November 2003. Starting in October 2003, I informed the Founders that I would be unable to complete the website due to personal obligations. It is my understanding the Founders began searching for a new developer because we had conversations about who would potentially succeed me in my role. At some point shortly after November 4, 2003, the Founders contacted me and asked me to meet on their behalf with an individual named Mark Zuckerberg. Zuckerberg, they told me, had the requisite skills to finish the Harvard Connection website; they were hoping to recruit him to their team and wanted me to see whether he was interested and, if so, to explain the technical side of what had been done on the site up to that point.

6. Before meeting with Zuckerberg, the Founders told me that they were interested in taking him on as a partner. They told me to convey to Zuckerberg that they would either pay him on a rolling basis, or that he could take an equity stake in the overall business.

7. I met with Zuckerberg in my dorm room on or about November 9, 2003. As I understood it at that time, he had already spoken with all or some of the Founders, and my job was to explain to him the technical aspects of the Harvard Connection website.

8. During this meeting with Zuckerberg, I explained to him the compensation structures offered by the Founders. As requested by the Founders, I told him that they would either pay him on a rolling basis or take him on as a partner with the possibility of taking an equal stake as each member of the Founders in the project. He became visibly excited. He told me that he wanted the latter option, and wanted to become a member of the Harvard Connection team because he thought the Harvard Connection website had the potential to reach out to a very large user base. He expressed to me that he would tell the Founders that he would turn down the option of receiving cash compensation in the short term and instead opted for becoming a partner on the overall project. Subsequent to the meeting, I expressed to Divya that Mark clearly wanted to be a partner instead of being compensated in cash.

9. Zuckerberg and I met in my dorm room for about two hours to discuss completing the Harvard Connection website. No one else was present while we met. During the meeting, I showed Zuckerberg the website in its then-current stage of development. We discussed the short-term needs for the project, including work needed for the website to be functional. We also discussed, in a general sense, the long-term plans for the overall project. These plans included packaging the site for distribution to other colleges and universities and other “social domains,” and generating revenue via online advertising to members of these social domains.

10. During the meeting, we also discussed what Zuckerberg's task of first priority, as I understood it, should be: completing the "Connect" side of the website so that it could be launched to the public. During our meeting, it was clear that Zuckerberg knew what he needed to do to complete the site and that he was confident he could complete it.

11. On November 9, 2003, after we met, I emailed Zuckerberg the server location and password for the unfinished Harvard Connection site so that Zuckerberg could begin his work on the website. This action was expressly authorized by the Founders in the event that Zuckerberg accepted a role, whether as contract programmer or partner, in the Harvard Connection enterprise.

12. Soon after the meeting with Zuckerberg, I relayed the details of the meeting to Cameron Winklevoss. I told Cameron that Zuckerberg had appeared and acted visibly excited about the site and about joining the team, that he understood the site and the work needed to complete it, and that he was confident he could complete it quickly. I also told Cameron that Zuckerberg had opted for the equity option rather than the contract programmer option for compensation.

13. I was not substantially involved in the website development again until around late January or early February 2004, when Divya expressed frustration with Zuckerberg and the lack of progress on the site, and then in early February when Divya informed me that Zuckerberg had launched the Facebook website in direct competition with Harvard Connection.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. This Declaration is executed on the 19 day of September 2007.

/s/ Victor Gao  
Victor Gao