EXHIBIT B

PERKINSCOIE

10885 NE Fourth Street
Suite 700
Bellevue, WA 98004-5579

+1.425.635.1400
+1.425.635.2400
PerkinsCoie.com

February 9, 2022

VIA E-MAIL

Louis Barclay

Re: Agreement to Cease and Desist Abuse of Facebook – Nudgeware

Dear Mr. Barclay:

On July 1, 2021, we sent you a cease and desist letter ("C&D") in which Meta Platforms, Inc. (formerly known as Facebook, Inc.) and Meta Platforms Ireland Ltd. (formerly known as Facebook Ireland, Ltd.) (together, "Meta"), demanded that you stop offering a Chrome extension, "Unfollow Everything for Facebook" (the "Extension"). As described in the C&D, the Extension allowed users to automate actions on Facebook, including mass following and unfollowing of Friends, Pages, and Groups, and it impermissibly made use of Facebook's trademarks. During our correspondence, you confirmed: (1) that you understand Facebook's terms prohibit this type of conduct; (2) that, as of July 3, 2021, you stopped violating Facebook's terms; and (3) that, as of the same date, you stopped offering the Extension, removed the Extension from the Google Chrome Store, and disabled its site "unfolloweverything.com".

This letter memorializes your agreement with Meta to adhere to the terms described in it (this "Letter Agreement"). By countersigning this Letter Agreement, you agree and represent and warrant that you and anyone acting on your behalf:

- Will comply with the Facebook Terms of Service and Instagram Terms of Use and other applicable Facebook terms and policies;

- Have provided complete, truthful, and accurate information during our correspondence regarding this matter;

- Have stopped and will not again provide, market, publish, distribute, and/or offer any product or service, directly or indirectly, that violates Facebook's Terms of Service and Instagram's Terms of Use including, but not limited to collecting data from any Meta product;

- Have stopped and will not again provide, market, publish, distribute, and/or offer any software code you have developed or used to interact with the Facebook and Instagram websites and/or services, including any libraries, frameworks, or other code, to any third-parties;

- Have deleted and destroyed any and all Facebook and Instagram data collected via any applications or services you offer, including but not limited to the Extension;

- Did not sell or transfer to any third-party any Facebook data, including user session IDs, tokens, or credentials;

- Agree that any breach of the obligation described hereinabove will result in damages to Meta that are difficult to quantify, but that all parties agree are reasonably estimated to be no less than thirty thousand dollars ($30,000). In the event of a breach of this obligation, Meta shall be entitled to recover, in its sole discretion, the sum of thirty thousand dollars ($30,000) (payable within 14 days following written notice of breach) or its actual damages. Meta shall be entitled to recover reasonable attorneys' fees paid to recover such sums through legal action;

- Agree that: (1) any dispute arising out of or relating to this Letter Agreement will be governed by Irish law, and (2) you submit to the personal jurisdiction of a competent court in the Republic of Ireland for the purpose of litigating any such claim; and

- Acknowledge that you are over 18 years old, are not represented by Perkins Coie LLP, and that you agree to these terms having had an opportunity to seek counsel related to the obligations and terms herein.

You may request that Meta reinstate your license to access Facebook and Instagram immediately upon our receipt of your signature on this Letter Agreement, provided that the terms herein have

been satisfied and no further violations of Facebook's or Instagram's terms are found. Meta reserves the right in its sole discretion to determine if your license will be reinstated and to terminate your license at any time.

This letter is not intended by Meta, and should not be construed by you, as a waiver or relinquishment of any of Meta's rights or remedies in this matter. Meta specifically reserves all such rights and remedies whether at law or in equity.

I, _____, am a resident of _____ [country] residing at _____ [address]. I, individually, and on behalf my employees acting within the scope of their employment, affiliates and/or anyone authorized to act on my behalf, confirm compliance with the terms set forth herein and agree to continue to abide by these terms.

_____ Date: _____
Signature

_____
Printed Name