

**STATEMENT REGARDING EMPLOYEE CONFIDENTIALITY
AND INVENTIONS ASSIGNMENT AGREEMENT**

Attached to this statement is your Employee Confidentiality and Inventions Assignment Agreement (the "Agreement").

Please take the time to review the Agreement carefully. It contains material restrictions on your right to disclose or use, during or after your employment, certain information and technology learned by you during your employment and post-employment restrictive covenants.

Bytedance Inc. considers this Agreement to be very important to the protection of its business. It intends to enforce the terms of the Agreement and to pursue, appropriate, injunctions, restraining orders, and money damages, should you violate the Agreement.

It is a condition of your employment and certain payments and benefits to be provided to you by Bytedance Inc. and its affiliates that you execute this Agreement.

If you have any questions concerning this Agreement, you may wish to consult an attorney. The employees and agents of Bytedance Inc. and its affiliates are not authorized to, and will not, give you legal advice concerning this Agreement.

If you have read and understand the Agreement, and if you agree to its terms and conditions, please return a fully executed copy, retaining one copy for yourself.

EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

This Employee Confidentiality and Inventions Assignment Agreement (the "Agreement") is entered into by and between Bytedance Inc. and Jingtun Zhang ("Employee") for the benefit of Bytedance Inc. ("Employer") and its affiliates, subsidiaries, parents, successors and/or assigns to or for which Employee provides services or about which Employee receives Confidential Information (collectively, "Company").

Employees who reside in the following locations should refer to Exhibit C for important location-specific modifications to the Agreement: District of Columbia; Georgia; Illinois; Massachusetts; New York; Virginia; and Washington.

As a condition of Employee's employment and certain payments and benefits to be provided to Employee by Employer, which Employee acknowledges to be good and valuable consideration for Employee's obligations hereunder, and in consideration of the mutual promises and representations of the parties contained herein, Employer and Employee hereby agree as follows:

1. Confidentiality.

A. Definitions.

1. "Confidential Information" includes materials and information of and relating to the Company or its business, regardless of (i) whether marked as "confidential" or "proprietary," (ii) whether or not patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere, and (iii) whether generated by Employer or its employees, consultants or agents or received by Employer from third parties such as clients/customers, suppliers, licensors, licensees, partners and collaborators of Employer.

Confidential Information shall include information of a technical nature such as software, source code, trade secrets, processes, designs, methodologies, technology, know-how, algorithms, data, ideas, analytic insights, techniques, discoveries and inventions, as well as terms of agreements (including, without limitation, the terms of this Agreement), transactions and pending negotiations for transactions, non-public financial information, client/customer and supplier information, client/customer lists, marketing and product development plans, forecasts, and other information concerning Company's or its clients'/customers' actual or anticipated products or services, business, research or development, or any information which is received in confidence by or for Company from any other person.

Employee understands that the foregoing is not an exhaustive list, and that Confidential Information also includes other information that is marked or otherwise identified as "confidential" or "proprietary," or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information shall not include any information that (i) is or becomes publicly known through lawful and proper means, or (ii) was rightfully in Employee's possession or part of Employee's general knowledge prior to Employee's employment by Employer, including any Employee Pre-Existing Intellectual Property (as defined in Section 2.A Ownership of Work Product Definitions).

Due to its special value and utility as a compilation, a confidential compilation of information by Company will remain protected as Confidential Information even if individual pieces of information in it are public. Private disclosure of Confidential Information to parties Company is doing business with for business purposes shall not cause the information to lose its protected status under this Agreement.

2. "Employer Materials" means any documents, media or other items that contain or embody Confidential Information, whether or not labeled "confidential" or "proprietary." Employer Materials include blueprints, drawings, photographs, charts, graphs, notebooks, client/customer lists, software, computer disks, tapes or printouts, sound recordings and other electronic, digital, printed, typewritten or handwritten documents or emails, sample products, prototypes and models.

B. Employee Acknowledgments.

1. Employee understands and acknowledges that the Company has spent and will continue to spend substantial time and money developing its business in global application technology, including without limitation, software platforms relating to news, entertainment, short-form mobile videos, music-streaming and social media (the "Business") and training its employees on its technologies, products and services. Employee recognizes that these technologies, products and services are an important and valuable asset to Company and that Company has a legitimate interest in protecting these technologies, products and services.

2. Employee understands and acknowledges that, in reliance upon the covenants made by Employee in this Agreement, the Company will provide Employee access to Confidential Information of and relating to Company and its business and existing and prospective clients/customers, suppliers, investors and other associated third parties. Employee further understands and acknowledges that such Confidential Information and Company's ability to reserve the Confidential Information for the exclusive knowledge and use of Company is of great competitive importance and commercial value to Company and third parties disclosing such information to Company, and that improper use or disclosure of the Confidential Information by Employee might cause Company and such third parties to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and/or criminal penalties.

3. Employee understands and agrees that Confidential Information developed by Employee in the course of Employee's employment by Employer shall be subject to the terms and conditions of this Agreement as if Company furnished such Confidential Information to Employee in the first instance.

4. Employee may provide services to or acquire Confidential Information about entities within the Bytedance Ltd. family of companies beyond the entity which employs Employee during their employment, such as TikTok, Inc., and this Agreement shall inure to the benefit of such entities and may be enforced by any one of them.

5. Employee recognizes that the Company receives information from third parties that it is obligated to keep confidential and to use for limited purposes either as a result of an agreement with the third party or as a result of applicable laws (such as laws concerning the privacy of personal identifying information) (hereafter "Third-Party Confidential Information"). Employee agrees to comply with all restrictions that apply to the Company concerning this information, to treat the information as a form of Confidential Information protected by this Agreement, and to follow the Company's directives with regard to the handling, storage and use of such information at all times.

6. Employee understands and acknowledges that Employee's obligations under this Agreement with regard to any particular Confidential Information, including the obligation not to use or disclose trade secrets of Company, shall commence immediately upon Employee's first having access to such Confidential Information (regardless of when such Confidential Information is received) and shall continue during and after Employee's employment by Employer until such time as the Confidential Information shall become public knowledge, other than as a result of Employee's breach of this Agreement or breach by those acting in concert with Employee or on Employee's behalf. If, and only if, the controlling state law applicable to me requires a time limit to be placed on restrictions concerning the post-employment use of Confidential Information in order for the restriction to be enforceable, then this restriction on Employee's use of Confidential Information that is not a trade secret will expire two (2)

years after their employment or other association with the Company ends. This time limit will not apply to (a) Confidential Information that qualifies as a trade secret, or (b) Third- Party Confidential Information. The Company's trade secrets will remain protected for as long as they qualify as trade secrets under applicable law. Items of Third- Party Confidential Information will remain protected for as long as allowed under the laws and/or separate agreements that make them confidential. Nothing in the foregoing shall be construed to permit Employee to recreate records of Confidential Information from memory or retain copies of Confidential Information in any form after my employment with the Company ends. Employee understands that they should have no records of this kind in their possession or control with which to refresh their memory after their employment with the Company ends.

C. Non-Disclosure Obligations. Employee agrees and covenants:

1. to treat all Confidential Information as strictly confidential and as the sole and exclusive property of Company;

2. not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow Confidential Information to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever and, in any event, not to anyone outside of the direct employ of Company except as required in the performance of Employee's authorized employment duties to Employer or with prior consent of an authorized officer acting on behalf of Company in each instance, but only to the extent of such duties or consent;

3. to comply with Company's procedures and policies pertaining to the management and protection of Confidential Information and trade secrets, as such procedures and policies may be updated from time to time;

4. to use the Confidential Information only for the benefit of Company and not to use or attempt to use any Confidential Information for Employee's own purposes or for any other purposes;

5. not to use or attempt to use any Confidential Information in any manner which may injure or cause loss either directly or indirectly to the Company or its businesses, or which may be likely so to do;

6. to use all reasonable efforts to prevent the publication, disclosure or use of any Confidential Information in any way or any form not authorized hereunder;

7. to immediately notify the Company of any suspected or actual unauthorized use, copying or disclosure of any Confidential Information by Employee or any other person;

8. allow the Company to inspect any electronic device in Employee's possession or under Employee's control which is or was used by Employee in the course of performing Employee's job duties for the Company that Company has reason to believe contains Confidential Information for the limited purpose of ensuring compliance with the terms of this clause C; and

9. upon the termination of Employee's employment, to immediately return all Employer Materials in Employee's possession and, at Employer's request, execute a termination certificate in the form set forth in Exhibit A attached hereto, stating that all such materials have been returned and Employee's acknowledgement of its continuing obligations under this Section 1.

D. The restrictions provided for in Section 1.C. shall not be construed to prohibit the use of general knowledge and experience customarily relied upon in Employee's trade or profession that is not specific to the particular business matters of the Company (such as its business transactions, customers, employees, or products (existing or under development)), nor shall Section 1.C. be construed to be a form of covenant not to compete

(such a construction would be contrary to the intent of the parties). Notwithstanding the foregoing, the unauthorized disclosure of a particular item of Confidential Information to a competitor will qualify as prohibited misappropriation of the Confidential Information.

E. **Protected Conduct.** Notwithstanding any other provision of this Agreement (including Section 1.C), nothing in this Agreement shall be construed to prevent disclosure of Confidential Information to the extent required by law or a valid court order, provided that the Employee's disclosure does not exceed the minimum extent required by law or order and Employee provides prompt written notice of such requirement to an authorized officer of Employer and provides all assistance Employer reasonably requires to contest such disclosure. In addition, nothing in this Agreement shall be construed to prevent Employee from making any disclosure or communication protected by law or to prohibit Employee from reporting possible violations of law to law enforcement, their attorney, or a governmental agency or entity (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or state or local agency for human rights), including criminal conduct or unlawful employment practices, or require Employee to seek authorization from Employer or to notify Employer if Employee makes such reports. The Employee further understands that this Agreement does not limit the Employee's ability to participate in any investigation or proceeding that may be conducted by any government agency, without notice to the Company, or to make any truthful statements or disclosures required by law.

FOR NON-MANAGEMENT EMPLOYEES, to the extent that Employee is covered by Section 7 of the National Labor Relations Act (NLRA) because Employee is not in a supervisor or management role, nothing in this Agreement shall be construed to prohibit Employee from using information Employee acquires regarding the wages, benefits, or other terms and conditions of employment at the Company for any purpose protected under the NLRA. Employee understands that under the NLRA, covered employees have a right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of such activities.

F. **Defense of Trade Secrets Act.** Under the U.S. Defend Trade Secrets Act (18 U.S.C. section 1833(b)(1)), Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and Employee does not disclose the trade secret except pursuant to a court order. Also, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

2. Ownership of Work Product

A. Definitions.

1. "Intellectual Property Rights" means: all (i) trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, domain names and social media handles and all rights therein (together with the goodwill associated with any of the foregoing), (ii) patents and patent rights, (iii) copyrights and copyright rights, (iv) trade secret rights, rights of publicity, mask work rights, rights of privacy, Moral Rights (as defined in Section 2.D), data, database and software rights, and all other intellectual property rights and proprietary rights as may exist now or hereafter come into existence, regardless of whether such rights arise under the laws of the United States or any other jurisdiction or under any treaty or convention, and all registrations, applications, extensions, continuations, revisions, reissues, and renewals in

connection with any of the foregoing, as well as all rights of priority and all rights to sue for past, present and future infringement, misappropriation, dilution, misuse or other violation of any of the foregoing, including for injury to goodwill, and to recover all proceeds relating to any of the foregoing, including licenses, royalties, income, payments, claims, damages (including attorneys' fees and expert fees) and proceeds from lawsuits under the laws of any jurisdiction worldwide.

2. "Work Product" means all writings, works of authorship, technology, inventions, discoveries, designs, graphics, source code (including HTML and other code), trade secrets, ideas, analytic insights, improvements, developments, technology, formulas, compositions, algorithms, software, audio or video files or other types of work product that are authored, invented, created, developed, amended, conceived or reduced to practice by Employee individually or jointly with others during the period of Employee's employment by Employer or completed within one (1) year thereafter, with respect to any specific Work Product that was substantially begun during the course of Employee's period of employment by Employer and (i) was created using Company's resources or (ii) relates in any way to the business or contemplated business, research or development activities of Company (regardless of when or where the Work Product is prepared or whose equipment or other resources are used in preparation of such Work Product), including in any case all printed, physical and electronic copies and other tangible embodiments and notes or materials related thereto. Work Product shall not include any Employee Pre-Existing Intellectual Property.

B. Disclosure and Ownership. Employee hereby acknowledges and agrees that all Confidential Information, Employer Materials and Work Product shall be the sole and exclusive property of Company to the maximum extent permitted by law. Employee agrees to disclose fully in writing all Work Product to Employee's immediate supervisor or as otherwise designated by Company promptly following the creation or development thereof. Employee agrees that, to the maximum extent permitted by applicable law, all Work Product and all Intellectual Property Rights therein and thereto shall be the sole and exclusive property of Company. Employee further acknowledges and agrees that all of the Work Product consisting of copyrightable subject matter, including any computer program, programming documentation, and other work of authorship is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. §101), as amended), and such copyrights are therefore owned by Company. To the extent that all worldwide rights, title and interests, including all Intellectual Property Rights, in and to any Work Product do not, by operation of law or otherwise, vest solely and exclusively in Company, Employee hereby irrevocably assigns and transfers solely and exclusively to Company (by way of present assignment of existing and future rights), all Work Product and all worldwide rights, title, and interests, including all Intellectual Property Rights, in and to such Work Product, free and clear of any liens and other encumbrances and without reservations of any kind. Each such assignment and transfer shall be deemed effective as of the date that such Work Product is first created or developed or otherwise reduced to practice. Employee understands and agrees that the foregoing assignment includes a present conveyance to Company of ownership of Work Product and Intellectual Property Rights that are not yet in existence.

C. Employee Pre-Existing Intellectual Property.

1. Employee has attached hereto as Exhibit B, a complete list of all existing Intellectual Property Rights and writings, works of authorship, technology, inventions, discoveries, designs, graphics, source code (including HTML and other code), trade secrets, ideas, analytic insights, inventions, improvements, developments, technology, formulas, compositions, algorithms, software, audio or video files or other work product or materials to which Employee claims ownership (whether partial or in its entirety) separate from Employee's employment by Employer as of the date of this Agreement and which relate, directly or indirectly, to Employer's existing or proposed business, products, or research and development (the "Employee Pre-Existing Intellectual Property"). If no list is attached to this Agreement, Employee represents and warrants that there is no such Employee Pre-Existing Intellectual Property. Employee will inform Employer in writing, and obtain Employer's express written permission,

before incorporating any Employee Pre-Existing Intellectual Property into any Work Product or otherwise utilizing such Employee Pre-Existing Intellectual Property in the course of Employee's employment with Employer.

2. To the extent any technology, product, or service of Company's includes, is based on, or is a derivative or improvement of, or cannot reasonably be made, used, imported, sold, reproduced, distributed, modified, adapted, displayed, performed or otherwise exploited without using or violating any Employee intellectual property or any other Intellectual Property Rights that Employee owns or licenses that have not been assigned hereunder, Employee hereby grants to Company a worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable, non-exclusive right and license (with the right to grant and authorize sublicenses through multiple levels of sublicensees) to exploit and exercise all such intellectual property and other Intellectual Property Rights in support of Company's making, having made, using, importing, offering for sale, selling, reproducing, distributing, modifying, adapting, preparing derivative works of, displaying, performing, and otherwise exploiting any such technology, product, or service of Company's (including any embodiments, modifications, improvements and derivatives thereof.) Each such license shall be deemed effective as of the date that any such technology, product, or service of Company's is first created or developed or otherwise reduced to practice.

D. Assignment or Waiver of Moral Rights and Other Intellectual Property Rights. Any assignment to Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, Employee hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

E. Statutory Limitations. This Agreement's assignment provisions are limited to only those inventions that can be lawfully assigned by an employee to an employer. NOTICE: Employee acknowledges notice that to the extent required by law, Employee's invention assignment agreement will not apply to an invention for which no equipment, supplies, facility or trade secret information of Company was used and which was developed entirely on Employee's own time, unless: (1) the invention relates directly to the business of Company or to the Company's actual or demonstrably anticipated research or development; or (2) the invention results from any work performed by Employee for the Company (an "Other Invention"). Similarly, to the extent California Labor Code Section 2870, or Illinois 765ILCS1060/1-3, "Employee Patent Act", controls then the same notice will apply absent the word "directly" in part (1). Employee will advise Company promptly in writing of any inventions that Employee believes constitutes an Other Invention and is not otherwise disclosed to permit a determination of ownership by Company. Any such disclosure will be received in confidence.

Employee agrees that Employee will not incorporate or permit to be incorporated, any Other Invention owned by Employee or in which Employee has an interest into an Company product, process or service without Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of Employee's employment with Company, Employee incorporates into an Company product, process or service an Other Invention owned by Employee or in which Employee has an interest, Employee hereby grants to Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

F. Execution of Documents. Employee agrees to perform all acts or refrain from taking action, as required, and agrees to execute and deliver to Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be deemed necessary or desirable by Company

(either during or after Employee's employment) to evidence, obtain, perfect, transfer to Company or enforce any of the Intellectual Property Rights related to the Work Product or other rights in this Section 2, and Company's ownership or other rights thereto, throughout the world and to render all lawful assistance in connection with the same. Employee agrees that the obligations set forth in this Section 2 shall continue after the termination or expiration of this Agreement and after the termination of Employee's employment for any reason.

G. Power of Attorney. Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents, as Employee's agents and attorney-in-fact to act for and on Employee's behalf to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Section 2, including the perfection of assignment and the prosecution and issuance of Intellectual Property Rights or other rights in connection with the Work Product and improvements thereto with the same legal force and effect as if executed by Employee. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

H. Open Source. Employee shall not incorporate any open source or other third party code into any Work Product or into any of Company's products or services without Company's prior written consent.

I. Records. Employee shall maintain adequate, current, and accurate written records with respect to all Work Product. As between Company and Employee, the records are and will be available to and remain the sole and exclusive property of Company at all times.

3. Use of Image and Likeness. Due to the nature of our business, it is not uncommon to have photo or video content being taken in certain office areas. Employee hereby consents to the taking of their photograph, the creation of a video, or the recording of their voice ("Material") in the workplace, and any and all uses and displays by Company and its agents of the Material in or in connection with any printed, electronic or digital materials, on Company's websites or social media pages, television programs, advertising, sales or marketing brochures, or other printed marketing materials throughout the world and at any time during or after Employee's employment by Employer. This consent will remain in full force and effect after Employee's employment ends. Employee hereby forever releases Company and its directors, officers, employees, representatives and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind arising under any legal or equitable theory whatsoever at any time during or after the period of Employee's employment by Employer in connection with the use of the Material.

4. Non-Disparagement. Employee agrees and covenants that Employee will not at any time, during or after Employee's employment, make, publish or communicate, or encourage others to make, publish, or communicate, to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning Company or Company's affiliates, any of their respective businesses, products, services or activities, or any of their respective current or former officers, directors, managers, employees or agents. This Section 4 shall not prohibit Employee from providing truthful testimony in response to a validly issued subpoena or engaging in any other conduct allowed under Section 1.E (Protected Conduct) or 1.F (Defense of Trade Secrets Act).

5. Non-Competition and Non-Solicitation Covenants. In order to protect the Company's Confidential Information (including trade secrets) and key business relationships, Employee agrees that while employed and for a period of twelve (12) months after Employee's employment ends ("Restricted Period") (irrespective of which party ends the relationship or why it ends), Employee will not (directly or through the direction or control of others): (a) solicit any employee of Company that Employee gained knowledge of through Employee's employment with Employer (a "Covered Employee") to leave the employment of the Company; or, (b) assist in hiring any Covered Employee on behalf of a Competing Business; or, (c) solicit or contact, or cause to be

contacted, directly or indirectly, or engage in any form of oral, verbal, written, recorded, transcribed, or electronic communication with any Covered Customer or Key Relationship (terms separately defined below) for the purpose of doing any business that would compete with the Company's Business, or (d) knowingly engage in any conduct that is intended to cause, or could reasonably be expected to cause the Covered Customer or Key Relationship to stop or reduce doing business with the Company, or that would involve diverting business opportunities away from the Company; or, (e) provide services for the benefit of a Competing Business within the Territory (terms separately defined below) that are the same or similar in function or purpose to those Employee provided to the Company during the Look Back Period; or, (f) take on any other responsibilities for a Competing Business within the Territory that would involve the probable use or disclosure of Confidential Information or the conversion of Covered Customers or Key Relationships to the benefit of a Competing Business or detriment of the Company.

To "solicit" means to knowingly engage in acts or communications, individually or through others, that are intended to, or can reasonably be expected to cause a particular responsive action (such as buying a good or service or leaving Company employment), regardless of which party first initiates the contact or communication or whether the communication is in response to an inquiry or not. Nothing herein is intended or to be construed as a prohibition against general advertising such as "help wanted" ads that are not targeted at the Company's employees. This Agreement is not intended to prohibit: (i) employment with a Competing Business in a non-competitive capacity or with a non-competitive independently operated subsidiary, division, or unit of a family of companies that include a Competing Business, so long as the employing independently operated business unit is truly independent and my services to it do not otherwise violate this Agreement; or, (ii) a passive and non-controlling ownership of less than 2% of the stock in a publicly traded company. This provision also does not preclude conduct protected by Section 7 of the NLRA such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid and protection. The restrictions contained in Sections 5 (a) through (d) above are understood to be reasonably limited by geography to those locations, and counties, where the Covered Customer, Key Relationship and Covered Employee are present and available for solicitation. However, to the extent additional geographic limitations are required in order to make the restrictions enforceable, they shall be deemed limited to the Territory.

"Competing Business" means any person or entity that engages in (or is planning to engage in) a business that involves providing a Competing Product or Service. A "Competing Product or Service" is one of the type conducted, authorized, offered, or provided by the Company in the Look Back Period (existing or under demonstrable research and development during my employment), that the Company continues to retain as part of its business, and that Employee had involvement with or was provided Confidential Information about during the Look Back Period, or one that is so similar in purpose or function that it would replace or displace the business opportunities for the Company's products or services with its customers or prospective customers. "Covered Customer" means a customer that Employee had material business-related contact or dealings with or access to Confidential Information about during the Look Back Period. Material business-related contact or dealings is presumed present if Employee received commissions, bonuses, or other beneficial credit or attribution for business done with the customer or Employee participated in or supervised communications with the customer or key relationship (but not merely a mass mailing or "cold call" telephone or email solicitation) that is intended to result in, lead to, maintain, increase, facilitate or otherwise aid the sale or provision of products or services sold by the Company. "Key Relationships" refers to a person or entity with an ongoing business relationship with the Company (including vendors and distributors) that Employee had material business-related contact or dealings with during the Look Back Period. "Look Back Period" includes the last two (2) years of Employee's employment with Employer (or such shorter time as Employee is employed).

"Territory" will be the county that Employee resides in and the additional geographic area assigned to Employee as Employee's defined Territory based upon Employee's job responsibilities and Confidential Information access

as described below: (i) if Employee is in a position where Employee's responsibilities are not geographically limited to a specific geographic area (such as, by way of example but not limitation, senior management positions, engineers and software developers) or where Employee is provided Confidential Information that is not geographically limited (such as, by way of example but not limitation, management positions, researchers and developers, marketers, finance employees, human resources employees and engineers), then Employee's Territory means the United States and every other country the Company is doing business in and/or marketing its goods or services to that Employee has some involvement with or access to Confidential Information about during the Look Back Period; (ii) if Employee is in a position involving responsibilities and Confidential Information that is limited to a specific geographic area during the Look Back Period, then the applicable Territory shall be the specific geographic area assigned to Employee during the Look Back Period based on the county, state, or other geographic boundary indicators used by the Company for such assignments in the ordinary course of business; and (iii) in the rare event that neither (i) or (ii) apply, then the Employee's Territory is the county or counties (and those counties contiguous to them) that, during the Look Back Period, Employee performed services in for the Company; so long as Company continues to do business in the defined Territory. Employee is responsible for seeking clarification from the Company's Human Resources Department if the scope of Employee's assigned Territory is unclear to Employee at any time. State and county references used herein include their equivalents.

6. Former Employer Information; No Conflict; Compliance with Rules

A. Employee represents that the performance of the terms of this Agreement and acting as an employee of Employer do not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Employee in confidence or in trust prior to employment by Employer, and Employee shall not disclose to Company or induce Company to use any confidential or proprietary information or materials belonging to any previous employers or others. Employee further agrees not to bring onto Company's premises or transfer onto Company's systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, Company has been consented to in writing by such third party.

B. Employee has not entered into and shall not enter into any agreement, either written or oral, in conflict with this Agreement or in conflict with Employee's employment with Employer.

C. Employee shall comply with all rules and policies of Company, as they may be amended from time to time, including with respect to access, safekeeping and return of Confidential Information, Employer Materials and Work Product.

7. At-Will Employment. Employee agrees and understands that employment with Employer is "at-will," meaning that it is not for any specified period of time and can be terminated by Employee or by Employer at any time, with or without advance notice, and for any or no particular reason or cause. Employee understands and agrees that it also means that job duties, title and responsibility and reporting level, compensation and benefits, as well as Employer's personnel policies and procedures, may be changed at any time at will by Employer. Employee understands and agrees that nothing about the fact or the content of this Agreement is intended to, nor should be construed to, alter the at-will nature of Employee's employment by Employer.

8. Authorization to Notify Others. Employee acknowledges and agrees that Employer may elect to provide another party notice of this Agreement and an opinion about its applicability. While Employee may reserve the right to also communicate his or her disagreement with such an opinion if Employee so disagrees, Employee recognizes the Employer's legitimate business interest in expressing its opinion and consents to it doing so if it believes such is necessary. Employee agrees that he or she will not assert any claim that such conduct is legally actionable interference or otherwise impermissible regardless of whether or not this Agreement is later found to be enforceable in whole or in part.

9. Obligations and Remedies

A. Employee agrees that an impending or existing violation of any of the covenants contained in this Agreement would cause Company and its affiliates irreparable injury for which they would have no adequate remedy at law and agrees that Employee further agrees that nothing in this Agreement is intended to limit any remedy of Company under any federal or state law protecting trade secrets. Company shall be entitled to obtain injunctive relief prohibiting such violation or threatened violation, in addition to any other rights and remedies available to it in contract, at law, in equity, by statute or otherwise. Employee agrees and consents that Company shall be entitled to a temporary or permanent injunction or other equitable relief against any such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Employee also agrees that, in the event that Employee breaches any of the covenants contained in this Agreement or initiates legal action to challenge any such covenant, Employee shall be liable to Company for attorneys' fees and costs (including not only costs of court, but also expert fees, travel expenses, and other expenses incurred) incurred in any legal activity engaged in, defended by, or prosecuted by Company to enforce such covenant or seek remedy of such breach; provided however, if applicable law requires the recovery of attorneys' fees and expenses to be interpreted as reciprocal, it shall be modified such that all parties bear their own attorneys' fees and expenses.

B. Employee's obligations under each of the provisions of this Agreement are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between Company and Employee. The real or perceived existence of any claim or cause of action of Employee against Company, whether predicated on this Agreement or some other basis, shall not alleviate Employee of Employee's obligations under this Agreement and shall not constitute a defense to the enforcement by Company of the restrictions and covenants contained herein. No right, power or remedy conferred upon a party in this Agreement shall be exclusive, and each such right, power and remedy shall be cumulative and in addition to every other right, power, or remedy, whether conferred in this Agreement, the Employment Agreement or any other agreement, or now or hereafter available at law, in contract, in equity, by statute or otherwise.

10. General

A. **Governing Law.** The laws of the state in which the Employee last regularly resided and worked for the Company shall apply to the interpretation of and disputes arising out of this Agreement. Notwithstanding the foregoing, the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and federal law shall govern all aspects of any agreement between the parties to arbitrate claims arising from or related to this Agreement.

B. **Disputes and/or Claims.** Any disputes or claims arising out of or relating to or resulting from this Agreement shall be resolved through arbitration as set forth in the parties' Mutual Agreement to Arbitrate, which is incorporated by reference to this Agreement. As provided in the Mutual Agreement to Arbitrate, a party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in accordance with applicable law regarding any dispute or claim arising out of or relating to or resulting from this Agreement, and any such application shall not be deemed incompatible with or waiver of the parties' Mutual Agreement to Arbitrate.

C. **Assignment; Beneficiaries.** This Agreement shall automatically inure to the benefit of Bytedance Ltd., and its parent, subsidiaries, affiliates, successor(s) and assigns, and may be enforced by any one or more of same who have a legitimate business interest that would be protected by enforcement of this Agreement. Employee consents to the assignment of this Agreement by Company at its discretion, as part of a sale, merger, or other transaction including without limitation an asset sale or assignment, stock sale, merger, consolidation or other corporate reorganization. Employee's obligations under this Agreement are personal in nature and will not be

assigned by Employee without the written consent of the Company. If this Agreement is assigned to an affiliate of Employer, or any other assignee, in connection with the transfer of Employee's employment to such member or other assignee, to the extent appropriate and on a going forward basis, references to "Employer" shall be deemed replaced with references to such new employer. Employee understands and agrees that the terms of this Agreement will continue to apply to and bind Employee even if Employee is transferred at some time from Employer or any of its affiliates or subsidiaries to another of Employer or any of its affiliates or subsidiaries. Employee acknowledges further that Employer's affiliates are intended beneficiaries of this Agreement.

D. Modification and Waiver. Except as allowed by Section 10.G., no provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in writing and signed by Employee and by a duly authorized officer of Employer (other than Employee). No delay or omission by the parties in exercising any right under this Agreement will operate as a waiver of that or any other right. No waiver or consent given by a party on any occasion will be construed as a bar to or as a continuing waiver of any right on any other occasion.

E. Tolling. If Employee fails to comply with a restriction in this Agreement that applies for a limited period of time after employment, the time period for that restriction will be extended by the greater of either: one day for each day Employee is found to have violated the restriction, or the length of the legal proceeding necessary to secure enforcement of the restriction; provided, however, that this extension of time shall be capped so that the extension of time does not exceed two years from the date Employee's employment ended, and if this extension would make the restriction unenforceable under applicable law it will not be applied.

F. Construction. This Agreement shall be deemed drafted equally by both Employer and Employee. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Unless the context clearly indicates to the contrary, (i) the plural includes the singular and the singular includes the plural; (ii) "includes," "including" and other similar words are each "without limitation"; (iii) "herein," "hereof," "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (iv) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

G. Severability. Employee and Company agree that the arbitrator or court of competent jurisdiction is expressly authorized to modify any unenforceable provision of this Agreement (such as time, scope of activity, or geography) in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent of the law. If despite the foregoing, any provision of this Agreement, or application of it to any person, place, or circumstances, shall be held by an arbitrator or court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

H. Entire Agreement. This Agreement sets forth the entire agreement and understanding between Company and Employee relating to the subject matter herein and, as of the Effective Date, supersedes all prior discussions between the parties. Employee understands and acknowledges that (i) no other representation or inducement has been made to Employee, (ii) Employee has relied on Employee's own judgment and investigation in accepting employment with Employer, and (iii) Employee has not relied on any representation or inducement made by any officer, employee or representative of Employer. However, should Employee be party to an equity agreement with

the Company containing confidentiality, non-solicitation and non-competition provisions, the obligations in this Agreement shall supplement and not supersede any such obligations in the equity agreement(s) so as to provide the Company with the greatest protection allowed under applicable law. Employee understands and agrees that any subsequent change or changes in Employee's duties, salary or compensation will not affect the validity or scope of this Agreement. Nothing in this Agreement limits or reduces any common law or statutory duty Employee owes to the Company, nor does this Agreement limit or eliminate any remedies available to the Company for a violation of such duties.

I. **Counterparts.** This Agreement may be executed by facsimile or other electronic transmission and in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement binding on the parties.

J. **Effective Date.** The effective date of this Agreement shall be the date signed by Employee below unless this Agreement is entered into as a condition of initial employment or promotion in which case the effective date is the first day of Employee's employment in such new position (whether reduced to writing on that date or not).

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE ACCEPTS THE OBLIGATIONS THIS AGREEMENT IMPOSES WITHOUT RESERVATIONS. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO EMPLOYEE TO INDUCE THE ENTRY INTO THIS AGREEMENT THAT ARE NOT EXPRESSLY CONTAINED HEREIN. AT THE TIME OF SIGNING, EMPLOYEE HAS COMPLETELY DESCRIBED IN SUFFICIENT DETAIL ON EXHIBIT B ANY EMPLOYEE PRE-EXISTING INTELLECTUAL PROPERTY. Employee acknowledges and agrees that Employee had the opportunity to CONSULT WITH AN ATTORNEY AND review and consider the terms of the Agreement, including The Appendix, BEFORE SIGNING THE AGREEMENT.

IN WITNESS WHEREOF, the parties have agreed to and accepted this Agreement as of the Effective Date.

EMPLOYEE

Employee Signature:



Employee Name (Please Print): Jingtun Zhang

Date:

28/4/2022

BYTEDANCE INC.

By:



Han Zheng

Head of HR Operations

EXHIBIT A
FORM OF TERMINATION CERTIFICATE

This is to certify that I do not have in my possession, nor have I failed to return, any Employer Materials or other documents, material, equipment or other property belonging to Company.

I further certify that I have complied with and will continue to comply with all the terms of the Employee Confidentiality and Inventions Assignment Agreement which I signed.

I further agree that, in accordance with the Employee Confidentiality and Inventions Assignment Agreement, I will preserve as confidential and not use any Confidential Information or other information which has or could have commercial value or disclosure of which could be detrimental to the interests of Company, whether or not such information is identified as Confidential Information by Company.

Signed: Jing-tun Zhang (To be signed at separation)

Dated: 28/4/2022

EXHIBIT B
Employee Pre-Existing Intellectual Property

1. The following is a complete list of all inventions, confidential information, work product or other materials or Intellectual Property Rights relevant to the subject matter of my employment with Employer that have been made, discovered, conceived, first reduced to practice or developed by me or jointly with others prior to my employment by Employer that I desire to remove from the operation of the Employee Confidentiality and Inventions Assignment Agreement except as provided in Section 2.C.

Please select one of the boxes:

- ☒ No Intellectual Property.
☐ See below: Any and all Intellectual Property regarding:

☐ If more space is needed, please mark here to indicate that you are sending additional disclosures to your recruiter via email.

2. I propose to bring to my employment the following materials and documents of a former employer: Please select one of the boxes:

- ☒ No materials or documents.
☐ See below:

☐ If more space is needed, please mark here to indicate that you are sending additional disclosures to your recruiter via email.

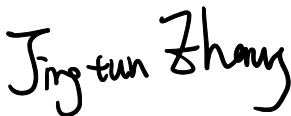
Signed: 
Dated: 28/4/2022

EXHIBIT C
LOCATION SPECIFIC APPENDICES

District of Columbia

If Employee performs work for the Company in the **District of Columbia** and the law of the District of Columbia controls, then the restrictions Section 5(e) and (f) of the Employee Confidentiality and Inventions Assignment Agreement (the “Agreement”) shall not apply to Employee to the extent they would prohibit Employee from being subsequently employed by another person, performing work or providing services for pay for another person, or operating their own business. However, conduct involving disclosure of confidential, proprietary, or sensitive information, client lists, customer lists, or a trade secret, as that term is defined in section 2(4) of the Uniform Trade Secrets Act of 1988 (D.C. Law 7-216; D.C. Official Code §36-401(4)) shall remain prohibited and nothing in this Agreement shall be construed to limit or eliminate any rights or remedies the Company would have against Employee under trade secret law, unfair competition law, agency law or other laws applicable in the District of Columbia absent this Agreement.

Georgia

If **Georgia** law is deemed to apply, the definition of “Confidential Information” will be understood to exclude information voluntarily disclosed to the public by the Company (excluding unauthorized disclosures by me or others), information that is the result of independent development by others, and information that is otherwise available in the public domain through lawful means. Nothing in this Agreement, including the definition of Confidential Information, limits or alters the definition of what constitutes a trade secret under any federal or state law designed to protect trade secrets.

Illinois

If **Illinois** law is deemed to apply, Employee will be paid an additional sum of \$500 as consideration for this Agreement, to supplement and not replace or eliminate the value and sufficiency of the remaining consideration described in the Agreement. Employee stipulates that this is adequate consideration to make the provisions of this Agreement immediately binding upon Employee.

Massachusetts

If Employee is a resident of or works in Massachusetts, then for so long as Employee resides or works in Massachusetts, the non-compete restrictions in Section 5(e) and (f) shall not apply to Employee after Employee’s employment with the Company ends.

New York

If **New York** law is deemed to apply, the definition of “Covered Customers” excludes those clients who became a customer of Company as a result of Employee’s independent contact and business development efforts with the customer prior to and independent from his/her employment with Company.

Virginia

If **Virginia** law is deemed to apply: (i) Section 5(f) shall not apply; (ii) unless Employee’s earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses, if Employee’s average weekly earnings calculated as provided for under Code of Virginia §40.1-28.7:7 (the “Virginia Act”), are less than the average weekly wage of the Commonwealth as determined pursuant to subsection B of §65.2-500 or Employee otherwise qualifies as a low-wage employee under the Virginia Act the restrictive covenants shall not restrict Employee from providing a service to a customer or client of the Company if Employee does not initiate contact with or solicit the customer or client and Section 5(d) and (e) shall not apply; and (iii) the parties agree that the restrictive covenants in Section 5 are reasonably limited in nature and do not prohibit employment with a

competing business in a non-competitive position.

Washington

This appendix to the Employee Confidentiality and Inventions Assignment Agreement (the "Agreement") entered into by and between Employer and Employee (collectively, the "Parties"), applies to Employee because Employee may be considered a Washington-based employee. This appendix is intended to ensure compliance with chapters 49.44 and 49.62 of the Revised Code of Washington ("RCW").

1. Ownership of Work Product - Statutory Limitations.

In addition to the limitations set forth in Section 2.E of the Agreement, pursuant to RCW 49.44.140, Employee is hereby notified and acknowledges that the provisions of the Agreement requiring assignment of inventions to Company do not apply to any invention for which no equipment, supplies, facility, or trade secret information of Company was used and which were developed entirely on Employee's own time, unless (a) the invention relates (i) directly to the business of Company, or (ii) to Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for Company.

2. Non-Competition and Non-Solicitation Covenants.

In addition to the terms, conditions, and mutual promises set forth in Section 5 of the Agreement, Employer further agrees that the agreement not to compete contained in Sections 5 (e) and (f), the non-solicit provisions in Sections 5(b) and (d), and the definition of "solicit" (collectively "Excluded Covenants") will not be enforceable against Employee unless Employee earns from Employer at least \$100,000 in Box 1 W-2 annual compensation, as adjusted annually for inflation after January 1, 2020, by the Washington State Department of Labor & Industries. Employee further agree that if, at the time Employee signs the Agreement, Employee does not earn from Employer at least \$100,000 in Box 1 W-2 annual compensation (adjusted for inflation), then the Excluded Covenants will automatically become enforceable against Employee if and when Employee begins earning at least \$100,000 annually (adjusted for inflation).

Employer further agrees that if Employee's employment with Employer is terminated as the result of a layoff, Employer will not enforce the Excluded Covenants against Employee unless, during the period of enforcement, Employer pays Employee compensation equivalent to Employee's final base pay at the time of the termination of Employee's employment, minus the amount of any compensation Employee earns through employment after the end of Employee's employment with the Company, which Employee agrees to promptly and fully disclose. For purposes of this section, "layoff" means termination of Employee's employment by the Employer for reasons of Employer's insolvency or other purely economic factors, and specifically excludes termination of Employee's employment for any other reason, either with or without cause.

3. General - Governing Law; Arbitration and Class Action Waiver.

For the avoidance of doubt, the Parties agree that the Agreement, including this Appendix, should be interpreted as necessary to ensure compliance with chapter 49.62 RCW. To that end, the Parties agree that, because Employee is based in Washington State, Section 5 of the Agreement shall be governed by and construed under the laws of Washington State. The Parties further agree that any dispute for injunctive relief involving Section 5 of the Agreement shall be heard by a state or federal court located within Washington State. The Parties further agree that any dispute subject to Section 10.A of the Agreement shall be submitted to final and binding arbitration before JAMS, to be held in Washington State. It is the Parties' intent that because Employee is based in Washington State, the laws of Washington State shall govern any disputes under Section 5 of the Agreement, without regard to principles of conflicts of law or as otherwise provided in the Agreement.

In addition to the terms and conditions set forth in Section 10.A of the Agreement, any arbitration conducted

pursuant to Section 10.A of the Agreement is not confidential. Employee understands and agrees that nothing contained in Section 10.A of the Agreement prohibits the disclosure of information related to any arbitration, and expressly agrees that nothing in Section 10.A. may be construed to invalidate the Agreement or any portion thereof based on laws or regulations that render contracts void or unenforceable if they provide for a dispute resolution process that is confidential.

4. Opportunity to Review .

Employee acknowledges and agrees that Employee has the opportunity to review and consider the terms of the Agreement, including this Appendix, before accepting an offer of employment with Employer.