



## Bytedance Inc.

April 21, 2022

Dear Jingtun Zhang:

Bytedance Inc. (the “**Company**”) is pleased to offer you an internship with the Company on the terms described below and in Attachments A and B. This offer of employment is conditioned on your satisfactory completion of certain requirements explained more fully below.

**1. Duration.** The anticipated start date of your internship with the Company will be May 31, 2022 (the “**Start Date**”) and the end date will be August 19, 2022 (the “**End Date**”). Your employment may only be extended upon mutual written agreement by you and the Company.

**2. Position, Hours, and Location.** You will start in a position as Research Intern, Infrastructure System Lab and you will initially report to the Company’s Wei Xu. Your position will be classified as non-exempt for overtime eligibility purposes. Your hours of employment will be 40 hours per week. You will not work any overtime hours unless pre-approved by your manager. You will be assigned to the Company’s office in Austin, Texas. Given the current restrictions arising from the COVID-19 pandemic, effective until further notice, our Company has implemented a temporary mandatory work from home policy. You will be expected to work from home during this timeframe. If you do not currently live in the same state as your assigned office, your remote onboarding location will be subject to Company approval and subject to the Company’s U.S. Temporary Remote (Out of State/Out of Country) Policy and Agreement. Notwithstanding the forgoing, the Company reserves the right to modify the terms and conditions of your position from time to time.

**3. Pay and Payment Terms.** You will be paid a base hourly rate of **US\$54** for each hour worked, as well as any overtime pay in accordance with applicable law, in each case subject to any withholdings and other deductions as may be required or permitted by applicable law or as you have elected under any applicable benefit plans. Please note that this base hourly rate includes a housing allowance. The time of payment will be on a semi-monthly basis in accordance with the Company’s standard payroll policies. The place of payment will be your bank account or address on file, depending on whether you are paid by direct deposit or mailed check. Notwithstanding the forgoing, the Company reserves the right to modify your base hourly rate and payment terms from time to time.

**4. Employee Benefits.** If you are still employed with the Company following 90 days after your actual Start Date (i.e., on your 91st day), you will be eligible for paid sick leave benefits in accordance with the Company’s policies and, if you are employed on a full-time basis, you also will be eligible to participate in the Company’s medical plan and your dependents will be eligible to enroll in the Company’s medical plan. Information regarding the Company’s paid sick leave benefits policies, including the amount of leave available, will be provided to you in the Employee Handbook. Except as otherwise required by law, you will not be eligible for any other Company-sponsored benefits not specifically mentioned herein such as paid holidays or paid time off for vacation and personal use. In addition, because this is a temporary position, you will not be eligible for a Company stock option or restricted share unit grant. Notwithstanding the forgoing, you and your dependents will be subject, in each case, to the terms and conditions of the applicable plans and policies, including any eligibility requirements set forth therein, and the determination of any person or committee administering the plans and policies; and the Company reserves the right to modify or terminate benefits from time to time pursuant to the terms of the plans and policies.

**5. Confidentiality and Inventions Assignment Agreement.** As a condition of your employment and in consideration for the payments and benefits described in this letter, you will be required to sign the Company's confidentiality and inventions assignment agreement attached hereto as Attachment A (the "**Employee Confidentiality and Inventions Assignment Agreement**"). Please note that we must receive your signed Employee Confidentiality and Inventions Assignment Agreement before your first day of employment.

**6. At-Will Employment.** Notwithstanding the End Date, your employment is for no specific period of time and will be "at will," meaning that either you or the Company may terminate your employment at any time and for any or no reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. Although your job duties, title, compensation and benefits, as well as the Company's personnel regulations/policies/codes of conduct, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and an authorized representative of the Company. We request that, in the event of resignation, you give the Company the professional courtesy of at least two weeks prior written notice.

**7. Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting, or other business activity without the written consent of the Company. In addition, while you render services to the Company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company, or in hiring any employees or consultants of the Company.

**8. Withholdings and Required Deductions.** All forms of compensation referred to in this letter are subject to any withholdings and other deductions as may be required or permitted by applicable law or as you have elected under any applicable benefit plans.

**9. Entire Agreement and Governing Law.** This letter supersedes and replaces any prior or contemporaneous understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter. With the exception of the Mutual Agreement to Arbitrate in Attachment B, this letter will be interpreted in accordance with the laws of the state of your assigned office location without giving effect to provisions governing the choice of law.

The Company reserves the right to conduct background investigations and/or reference checks in accordance with applicable law. Your job offer and any continued employment with the Company, therefore, are contingent upon your clearance of any such background investigations and/or reference checks the Company may require.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of employment, or our employment relationship with you may be terminated.

As set forth more fully in the arbitration agreement attached hereto as Attachment B (the "**Mutual Agreement to Arbitrate**"), you agree that all disputes, controversies or claims that are covered by the Mutual Agreement to Arbitrate that arise out of or relate to or result from your employment with the Company, including any alleged violation of statute, common law or public policy shall be decided by a single arbitrator through final and binding arbitration and not by way of court or jury trial.

By accepting this offer of employment, (i) you agree that you will abide by all of the Company's policies and guidelines that apply to its employees; (ii) you represent that your employment with the Company will not conflict

with or breach any prior or current agreements, obligations or understandings with third parties, including, but not limited to, restrictions imposed by a former employer; and (iii) you agree that you will inform the Company about any such restrictions and provide the Company with as much information about them as possible, including any agreements between you and such third party.

To accept this offer of employment, please sign and date this letter in the space provided below and return the executed copy to Caitlyn Cunliffe [caitlyn.cunliffe@tiktok.com](mailto:caitlyn.cunliffe@tiktok.com), no later than five (5) business days from the date of this letter. A duplicate original is enclosed for your records. This letter, along with any agreements relating to proprietary rights between you and the Company, and the Mutual Agreement to Arbitrate, set forth the terms of your employment with the Company and supersedes any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by an authorized representative of the Company and you. This offer of employment will expire if it is not accepted and returned to the Company within five (5) business days from the date of this letter.

We look forward to your favorable reply and to working with you at Bytedance Inc.

Sincerely,



**Han Zheng**

**Head of HR Operations, Bytedance Inc.**

Agreed to and accepted:

Signature:

Printed Name: Jingtun Zhang

Date:

20/4/2022



**Your office address will be:** Austin - 221 W 6th Street, Floor 3-6, Austin TX 78701

**Your job duties will be:**

- Do research surveys and come up with a new system and algorithm design • Develop prototyping systems • Be able to debug systems and measure system performance • Collaborate with mentors and other lab members • Write technical reports and publish papers

**ATTACHMENT B**

**MUTUAL AGREEMENT TO ARBITRATE**

1. **How This Agreement Applies.** This Agreement is a contract governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce. Except as it otherwise provides, this Agreement applies to any dispute arising out of or related to Employee's (sometimes also referred to as "you" or "your") application or selection for employment, employment, and/or termination of employment with Bytedance

Inc. or one of its affiliates, subsidiaries, including but not limited to TikTok Inc. or its parent companies ("Company"). Except as otherwise provided in this Agreement, this Agreement applies to any dispute, past, present, or future, that the Company may have against you or that you may have against: (1) Company; (2) its officers, directors, principals, shareholders, members, owners, employees, or agents; (3) Company's benefit plans or the plan's sponsors, fiduciaries, administrators, affiliates, or agents; and (4) all successors and assigns of any of them. Each and all of the entities or individuals listed in (1) through (4) of the preceding sentence can enforce this Agreement. **All disputes covered by this Agreement will be decided by a single arbitrator through final and binding arbitration and not by way of court or jury trial.** Nothing contained in this Agreement shall be construed to prevent or excuse you or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration, including without limitation, to disputes arising out of or relating to the application for employment, background checks, privacy, employment relationship, or the termination of that relationship (including post-employment defamation or retaliation), trade secrets, unfair competition, compensation, classification, minimum wage, expense reimbursement, overtime, breaks and rest periods, or retaliation, discrimination, or harassment and claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Civil Rights Act of 1964, 42 U.S.C. §1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, 8 U.S.C. § 1324b (unfair immigration related practices), 41 U.S.C. § 4712, Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Occupational Safety and Health Act, Family and Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Consolidated Omnibus Budget Reconciliation Act of 1985, the False Claims Act, and state statutes or regulations, if any, addressing the same or similar subject matters, and all other federal or state legal claims (including without limitation torts) arising out of or relating to your application, selection, employment, or the termination of employment.

Additionally, except as this Agreement otherwise provides, the Arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability or waiver of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. However, as stated in the "Class and Collective Action Waivers" section below, the preceding sentence does not apply to the Class Action Waiver and/or Collective Action Waiver.

**2. Limitations On How This Agreement Applies.** The following claims are not covered under this Agreement: (i) Workers' Compensation benefits, state disability insurance benefits or unemployment insurance benefits; however, the Agreement applies to discrimination or retaliation claims based upon seeking such benefits; (ii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; and (iii) representative actions for civil penalties filed under the California Private Attorney General Act ("PAGA").

Disputes between the parties that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement.

Nothing in this Agreement prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, Occupational Safety and Health Administration, or law enforcement authorities. Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

3. **Arbitration Procedures and Selection.** Unless you and Company mutually agree otherwise, the Arbitrator shall be an attorney experienced in arbitrating employment law disputes and licensed to practice law in the state in which the arbitration is convened or a retired federal or state judicial officer from any jurisdiction. The location of the arbitration proceeding shall be no more than 45 miles from the place and in the same state where you last worked for the Company, unless each party to the arbitration agrees in writing otherwise.

The arbitration will be administered by JAMS, and except as provided in this Agreement, will be under the then current JAMS Employment Arbitration Rules & Procedures (“JAMS Rules”) (the JAMS Rules are available through Human Resources or via the internet at [www.jamsadr.com/rules-employment-arbitration](http://www.jamsadr.com/rules-employment-arbitration) or by using a service such as [www.google.com](http://www.google.com) to search for “JAMS Employment Arbitration Rules”); provided however, that if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern.

The parties shall attempt to mutually choose an Arbitrator, but in the event the parties do not mutually choose an arbitrator, the Arbitrator will be selected pursuant to the JAMS Rules.

The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in his or her individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. Either party may file dispositive motions, including without limitation a motion to dismiss and/or a motion for summary judgment, and the Arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure.

4. **Starting The Arbitration.** The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Company’s **Employment Counsel, Legal Department at 5800 Bristol Parkway, Suite 100, Culver City, CA 90230**. You will be given notice of any demand for arbitration by the Company at the last home address you provided to the Company. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

5. **Class and Collective Action Waivers.** The Company and you agree to bring any claim on an individual basis and not on a class and/or collective action and/or consolidated basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action and the Arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). The Class Action Waiver shall be severable from this Agreement if there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction—not in arbitration.

(b) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action and the Arbitrator will have no authority to hear or preside over any such claim ("Collective Action Waiver"). The Collective Action Waiver shall be severable from this Agreement if there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

Regardless of anything else in this Agreement and/or the JAMS Rules, or any amendments and/or modifications to those rules, any claim that all or part of the Class Action Waiver and/or Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator.

6. **Discovery and Subpoenas.** Discovery will be conducted in accordance with the JAMS Rules. Each party may take the deposition of two individual fact witnesses and any expert witness designated by another party. Each party may also propound interrogatories, requests for admission, or requests production of documents, and each party may subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third parties. The subpoena shall be issued in accordance with any applicable state or federal law. Additional discovery may be conducted by mutual stipulation, and the Arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests based on the circumstances of a particular case. The Arbitrator will have exclusive authority to resolve discovery disputes.

7. **Paying For The Arbitration.** You and the Company shall follow the JAMS Rules applicable to initial filing fees, but in no event will you be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. After you pay your portion of any initial filing fee, the Company shall pay any remaining portion of the initial fee and also will pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees. Each party will pay for its own costs and attorneys' fees, if any, but if any party prevails on a claim which affords the prevailing party attorneys' fees, the Arbitrator is authorized to award reasonable fees to the prevailing party as provided by law. The Arbitrator will resolve any disputes regarding costs/fees associated with arbitration.

8. **The Arbitration Hearing And Award.** The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

9. **Enforcement Of This Agreement.** This Agreement is the full and complete agreement about arbitration of disputes covered by this Agreement. Any contractual disclaimers the Company has in any handbooks, other agreements, or policies do not apply to this Agreement. This Agreement will survive the termination of your employment and the expiration of any benefit, and it will continue to apply upon your transfer to any parent, subsidiary or affiliate of the Company or re-employment by the Company if your employment is ended but later renewed. Subject to the Class and Collective Action Waivers section above, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable.

**YOU AGREE TO USE AN ELECTRONIC SIGNATURE TO DEMONSTRATE YOUR ACCEPTANCE OF THIS AGREEMENT. YOU FURTHER UNDERSTAND THAT AN ELECTRONIC SIGNATURE IS AS LEGALLY BINDING AS AN INK SIGNATURE.**

**BY PROVIDING YOUR ELECTRONIC SIGNATURE, YOU ARE ACKNOWLEDGING YOU HAVE READ, REVIEWED, AND AGREE TO THIS AGREEMENT TO ARBITRATE.**

**AGREED: *Bytedance Inc.***

Employee Name: Jingtun Zhang

A handwritten signature in black ink that reads "Jingtun Zhang". The signature is written in a cursive, flowing style with a large initial 'J' and 'Z'.

Employee Signature:

Dated: