

Employment Agreement

Between
TIKTOK PTE. LTD.
And
He Yudao

Date
18 October 2021

He

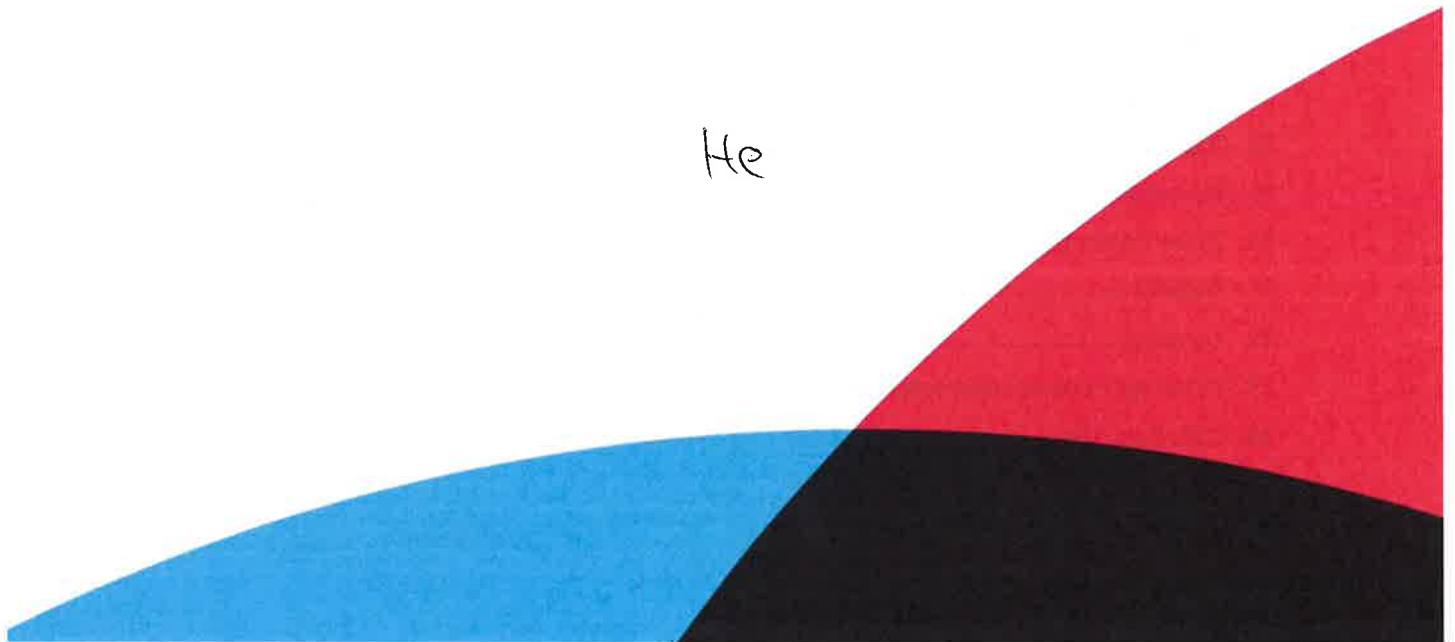


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THIS AGREEMENT is dated **18 October 2021**

PARTIES:

- (1) **TIKTOK PTE. LTD.** (Company Registration No. 201719908M), a company incorporated in Singapore and having its registered address at 1 RAFFLES QUAY, #26-10, SOUTH TOWER, SINGAPORE (048583) (the “**Company**”) and
- (2) **He Yudao**, NRIC.No **S9173308J** of **Apt Blk 325, Tah Ching Road, #17-28, Singapore 610325** (the “**Employee**”).

WHEREAS

- A. The Company wishes to employ the Employee and the Employee wishes to accept such employment, subject to the terms and conditions set out below.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions:

In this Agreement the following words and phrases have the meanings given below:

“**Annual Leave**” has the meaning ascribed to it in Clause 12.1 of this Agreement;

“**Associated Company**” means any company which for the time being is:

- (a) a holding company (as defined by the Companies Act (Cap. 50) of Singapore) of the Company; or
- (b) a subsidiary (as defined by the same section) or a subsidiary undertaking (as defined by the Companies Act (Cap. 50) of Singapore) of the Company or of any holding company of the Company;

“**Basic Salary**” has the meaning ascribed to it in Clause 8.1 of this Agreement;

“**Board**” means the Board of Directors of the Company including any duly appointed committee or nominee of the Board;

“**Business**” means the business of the Group from time to time;

“**CDCSA**” means the Child Development Co-Savings Act (Cap. 38A) of Singapore;

“**Commencement Date**” has the meaning ascribed to it in Clause 3.1 of this Agreement;

“**CPF**” has the meaning ascribed to it in Clause 8.3 of this Agreement;

“Customer” means any customer of the Company to whom the Company provides services.

“EA” means the Employment Act (Cap. 91) of Singapore;

“ECIA Agreement” has the meaning ascribed to it in Clause 15 of this Agreement;

“Group” means the group of companies consisting of the Company, its subsidiaries and Associated Companies from time to time;

“Group Company” means any company within the Group;

“Incapacity” has the meaning ascribed to it in Clause 13.1 of this Agreement;

“S\$” means Singapore dollar, the lawful currency of the Republic of Singapore; and

“Reporting Manager” has the meaning ascribed to it in Clause 2.2 of this Agreement.

- 1.2 Any reference to **“Recitals”** and **“Clauses”** are to the recitals and clauses of this Agreement, all of which shall form an integral part of this Agreement.
- 1.3 The provisions of Section 7 of the Companies Act (Cap. 50) of Singapore apply in determining whether the Employee has an interest in any shares or other securities.
- 1.4 References to acting directly or indirectly include acting alone or jointly with or on behalf of or by means of another person and/or giving advice or providing services with a view to assisting another person.
- 1.5 References to a person include an individual, firm, corporation and any other organisation however it is constituted and words denoting the singular include the plural and vice versa.
- 1.6 References to an individual holding a position in the Company or the Group mean the holder of that position from time to time or his or her nominee or such other representative as the Board may nominate.
- 1.7 References to statutory provisions are construed as references to those provisions as amended or re-enacted from time to time (whether before or after the date of this Agreement) and references to documents are construed as references to documents as replaced or amended from time to time after the date of this Agreement.
- 1.8 References to this Agreement include the Schedules which form part of this Agreement for all purposes.
- 1.9 References to times of the day are to local time in Republic of Singapore unless otherwise stated.
- 1.10 Headings are for ease of reference only and shall not be taken into account in construing this Agreement.

- 1.11 Law includes any legislation, any common or customary law, constitution, decree, judgment, order, ordinance, treaty or other legislative measure in any jurisdiction and any present or future directive, request, requirement or guideline (in each case, whether or not having the force of law but, if not having the force of law, compliance with which is in accordance with the general practice of persons to whom the directive, request, requirement or guideline is addressed).
- 1.12 The words **include**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- 1.13 The words **other** and **otherwise** shall not be construed ejusdem generis with any foregoing words where a wider construction is possible.

2. **Employment capacity**

- 2.1 The Company shall employ the Employee and the Employee agrees to be employed as **Algorithm Operations Specialist, Trust & Safety** or in such other capacity or office as the Company may from time to time reasonably direct.
- 2.2 The Employee shall report to **Bingni Zhang** or to such other personnel as may be determined by the Company from time to time (the "**Reporting Manager**").
- 2.3 The Employee's main duties and responsibilities are as follows:
 1. Liaise with the business team to understand and analyze model strategy and training needs.
 2. Create culturally appropriate labelling standards and work with data labelling team to obtain large amounts of content for model training.
 3. Conduct training sessions for the data labelling team.
 4. Cooperate with AI lab engineers to train, evaluate and deploy the models online.
 5. Ensure the quality and relevancy of content inputs and continuously optimize the model training data.
 6. Train and optimise content safety related models for better model performance.
 7. Discover and identify problems in the model training process and promote the automation of the model training process.

3. **Period of employment**

- 3.1 The Employee's employment under this Agreement will commence on **18 October 2021** ("**Commencement Date**") on the condition that the Employee obtains a valid

work pass to take up employment in Singapore and the submission by the Employee to the Company of satisfactory proof of his/her identity prior to the Commencement Date.

- 3.2 The first six (6) months shall be considered a probationary period (the “**Probationary Period**”). During the Probationary Period, the Employee’s performance and suitability for continued employment will be monitored. A decision on the Employee’s continued employment will be made on, or within a reasonable period of, the Probationary Period coming to an end.
- 3.3 The Employee consents to the transfer of employment under this Agreement to an Associated Company at any time during the Employee’s employment.

4. Duties

- 4.1 During his/her employment the Employee shall perform those duties assigned to him/her or vested in him/her by the Company or any Group Company from time to time, and comply with all reasonable and lawful requests and instructions of the Reporting Manager, and with all the Company’s rules, regulations, policies and procedures and those of any Group Company from time to time in force. The Employee shall use his/her best endeavours to promote the Company’s and the Group Companies’ interests.
- 4.2 The Employee may be required to perform services not only for the Company but also for any Group Company, and without further remuneration (except as otherwise agreed), to accept any such office or position in or with any Group Company which is consistent with his/her position with the Company, as the Company may from time to time reasonably require. The Company may, at its sole discretion, assign the Employee’s employment to any Group Company on the same terms and conditions as set out in this Agreement, and such assignment, for the avoidance of doubt, shall not constitute termination of the Employee’s appointment nor entitle the Employee to any benefits to which he/she is entitled upon termination of his/her employment.
- 4.3 The Employee shall keep the Company or any Group Company promptly and fully informed (in writing if so required) of his/her conduct of the Company’s business or the business of any of the Group Companies to which his/her duties relate and give to the Company such information relating to the affairs of the Company or of any such Group Company as the Company or any Group Company may from time to time request.

5. Devotion to duties

- 5.1 Save where the Company has assigned no duties to the Employee in accordance with Clause 17, the Employee shall devote the whole of his/her time, knowledge, expertise, attention and abilities towards performance of his/her duties at such times as the Company, any Group Company or his/her duties may reasonably require to the

business and affairs of the Company or Group Companies, unless prevented by ill health.

- 5.2 The Employee shall not for the term of this Agreement, and whether or not he/she has had any duties assigned to him/her by the Company, either on his/her own account or for any other person, firm, company or association, in any capacity whatsoever, be engaged or concerned in, or provide services to, or hold any position in, any business or engagement other than that of the Company or any Group Company, except with the prior consent in writing of the Company.

6. Place of work

- 6.1 The Employee will work at the Company's office(s) in Singapore, and at such other place or places within Singapore as the Company may reasonably require for the proper performance of his/her duties. The Employee may also be required to travel both within and outside Singapore in order to fulfil his/her duties, in which case it is agreed that he/she will not be entitled to any additional compensation. Travel expenses, including any related reimbursements, shall be made in accordance with the Company's standard practices or applicable policies.

7. Hours of work

- 7.1 The Company's daily working hours are from 9 a.m. to 6 p.m. from Monday to Friday with an hour of unpaid lunch break between 12.30 p.m. to 1.30 p.m.
- 7.2 While normal working hours are forty (40) hours per week, the Employee may be required to work beyond those hours, and on weekends, holidays and bank holidays as may be reasonably necessary for the proper performance of his/her duties and to the extent permitted by law. The Employee is not entitled to any additional remuneration for any hours worked outside normal working hours.
- 7.3 Any change in the Employee's working hours will be agreed between the Employee and the Reporting Manager.

8. Remuneration

- 8.1 The Employee shall receive a basic monthly salary **S\$7,800** ("**Basic Salary**"), to be paid monthly in arrears on the end of every calendar month and in such manner in accordance with the Company's procedure (and subject to any applicable law).
- 8.2 The Employee's Basic Salary shall (unless otherwise agreed in writing by the Company) be inclusive of all fees and other remuneration which the Employee may receive for his/her services (whether as employee or office-holder) from the Company or any Group Company.

- 8.3 For the avoidance of doubt, the Employee shall be entitled to Central Provident Fund ("CPF") contributions as an employee, if he/she is a citizen or holds permanent residency status in Singapore, according to the governing rules and regulations of the CPF board from time to time. The Employee shall also contribute to CPF in accordance with the governing rules and regulations of the CPF board from time to time.
- 8.4 As mandated by Singapore law, the Employee is obliged to pay the required income tax directly to the Inland Revenue Authority of Singapore.
- 8.5 The Company may deduct from the Employee's Basic Salary or bonus any sums owing to the Company or any Group Company to the Employee from time to time (and subject to any applicable law), including but not limited to sums due to the Employee's contribution to the CPF or any other payments required by law, as the Company may be entitled to deduct or as may be required by applicable law and/or regulations.
- 8.6 Increments in remuneration shall be dependent solely on the performance of the Employee and the Company's performance. Where the Company reviews the Employee's salary, the Company shall be under no obligation to award the Employee any increase, whether or not the Employee may reasonably expect to be awarded one. Any adjustments to the remuneration of the Employee shall be made at the discretion of the Company.
- 9. Bonus Program**
- 9.1 The employee is eligible for the Company's discretionary bonus program, with the annual target bonus being 3 month(s) of the Employee's Basic Salary. The target bonus, final amount and timing for payment of any such bonus will be at the sole and absolute discretion of the Company. No bonus will accrue, nor will the Employee have any legitimate expectation as to the size or form of any bonus, until the Company pays it to the Employee. The bonus amount shall be subject to applicable taxes and withholdings. The payment of the Employee's bonus for any year shall be conditional upon the following as at the date on which the bonus is payable: (a) the continuous employment of the Employee with the Company; (b) no notice to terminate the employment being given, whether by the Company or the Employee; and (c) the Employee not being subject to any performance improvement plan.
- 10. Reimbursement of expenses**
- 10.1 The Employee shall be reimbursed all reasonable travel, hotel, entertainment and other expenses properly and necessarily incurred by him/her in the performance of his/her duties, subject to the Company's rules and policies relating to expenses as may be determined by the Company from time to time. The Employee shall produce to the Company satisfactory supporting vouchers and receipts in respect of such expenses before such reimbursement is made.

- 10.2 For the avoidance of doubt, the Company reserves the right to adjust or withdraw the payment of any allowance or expenses when necessary.

11. Medical and insurance benefits

- 11.1 During his/her employment, the Employee shall, subject to Clause 11.2, be entitled at the Company's expense, to participate in the Company's medical and insurance schemes (as and when available in the Company's absolute discretion) in accordance with the terms and conditions of such policies maintained for the Company's employees and as may be determined by the Company from time to time. From time to time the Company may, in its absolute discretion, amend, alter or substitute the terms of the above benefits, or replace them wholly.
- 11.2 Neither any outstanding or prospective entitlement to the benefits referred to in Clause 11.1 nor any actual or prospective loss of entitlement to those benefits, shall preclude the Company from exercising any right to terminate the Employee's employment under this Agreement.
- 11.3 If any benefits provider (including but not limited to any insurance company) refuses for any reason to provide any benefits to the Employee, the Company shall not be liable to provide any such benefits itself, or to pay any compensation in lieu thereof.

12. Holidays and annual leave

- 12.1 In addition to Singapore government-gazetted public holidays the Employee is entitled to eighteen (18) working days paid holiday ("Annual Leave") during each calendar year. Annual Leave entitlement shall accrue pro-rata throughout the year.
- 12.2 Annual Leave not taken in any calendar year may be carried forward to the subsequent year with the consent of the Reporting Manager, provided that the number of days' leave carried forward into any one (1) calendar year shall not exceed the Employee's Annual Leave entitlement for the preceding calendar year. Otherwise, any Annual Leave entitlement remaining at the end of each year shall lapse.
- 12.3 The Employee may not take any working day as a paid holiday without the prior approval of the Reporting Manager.
- 12.4 On termination, if the Employee has taken more than his/her accrued entitlement at the date of termination, the Company shall make an appropriate deduction from the Employee's final payment. If the Employee has any unused accrued entitlement at the date of termination, the Employee will be paid a sum equivalent to the value of any unused accrued entitlement to which he/she is entitled. For these purposes one day's Annual Leave entitlement shall accrue at the rate of 1/20, 1/21, 1/22 or 1/23 (as the case may be, depending on the number of working days in the particular month) of the Employee's Basic Salary.

- 12.5 Where notice of termination is given by either party, the Company has the sole discretion to require the Employee to use any accrued but untaken Annual Leave entitlement prior to the termination of employment.

13. Sickness or injury

- 13.1 If the Employee is unable to work as a result of ill health, injury or other medical incapacity (“**Incapacity**”) he/she shall notify the Reporting Manager as soon as possible on the first day of absence, and state the reason for the absence. On his/her return to work the Employee will be required to provide a doctor's certificate (if applicable). Further doctor's certificates will be required if the Employee's absence continues beyond the period stated on the initial certificate. The Employee's entitlement to sick pay, set out in Clause 13.2, will be dependent upon his/her compliance with these requirements.
- 13.2 Subject to compliance with Clause 13.1, the Employee shall be entitled to paid sick leave not exceeding in aggregate fourteen (14) working days, or, in the case of hospitalisation, up to 60 working days in any calendar year. In the event that the Employee becomes eligible to receive benefits under the Company's medical and insurance schemes (pursuant to Clause 11.1) the Company shall not have any obligation to make any, or any further payments, (as applicable), to the Employee under this Clause 13.2.
- 13.3 The Company reserves the right to require the Employee to undergo a medical examination at any time and at the Company's expense by a doctor nominated by the Company. The Employee shall authorise the doctor to disclose the results of such examination to the Company.
- 13.4 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Company of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. The Employee shall if required by the Company, refund to the Company that part of any damages or compensation recovered by him/her relating to the loss of earnings for the period of the Incapacity as the Company may reasonably determine less any costs borne by him/her in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.
- 13.5 If the Incapacity lasts for a period of more than sixty (60) working days in aggregate in any period of 12 months, and the Employee is not hospitalised, the Company shall be entitled to terminate his employment by service of one (1) week's written notice (or payment of basic salary in lieu thereof). Thereafter, the Company shall not be liable for any payment or compensation in respect of such termination.

13.6 The Company may terminate the Employee's employment by giving the notice in accordance with Clause 27 even when, as a result of such termination, the Employee would or might forfeit any entitlement to benefit from sick pay under this Clause 13, or medical and insurance benefits under Clause 11 save that the Company shall not terminate the Employee's employment solely on grounds of the Employee's Incapacity where such an entitlement or benefit would or might be forfeited.

14. Military/Maternity/Paternity/Shared Parental/Childcare/Unpaid infant care/Adoption leave

14.1 The Employee shall be entitled to such shared parental leave, childcare or unpaid infant care leave and/or adoption leave in accordance with, and subject to, the terms of the CDCSA or the EA (as the case may be).

14.2 The Employee shall also be entitled to such maternity and paternity leave benefits in accordance with, and subject to, the terms of the CDCSA or the EA (as the case may be), provided that the Company is given prior notice of such leave.

14.3 The Employee (if male) will also be granted military leave as required under the Enlistment Act (Cap. 93) of Singapore. The Employee is required to inform the Company immediately upon receipt of an In-camp Training Notice or such other relevant documents from the relevant authority.

15. Intellectual property

15.1 Concurrent with the execution of this Agreement, the Employee undertakes to execute the Employee Confidentiality and Inventions Assignment Agreement ("ECIA Agreement") and be bound by the terms therein.

16. Confidential information

16.1 The Employee's confidentiality obligations shall be set out in full in the ECIA Agreement.

17. Period away from work

17.1 The Company is not under any obligation to provide the Employee with work or to assign any particular duties to the Employee, and the Company may, at its absolute discretion, require the Employee at any time when no duties are assigned to him/her and for the whole or any part or parts of the contractual notice period (whether notice is given by the Company or the Employee, or if the Employee seeks to resign without giving notice):

(a) not to attend any of his/her places of work or any other premises of the Company or any Group Company;

- (b) not to carry out some or all of his/her duties under this Agreement or to substitute his/her then current duties and carry out other duties or special project work instead;
- (c) to resign immediately from all offices he/she may hold in the Company and in any Group Company and from all other appointments or offices which he/she holds as nominee or representative of the Company and its Group Companies;
- (d) to return to the Company all documents and other property (including computer hardware and software) belonging to the Company and any Group Company including but not limited to Confidential Information; and
- (e) not to communicate with customers, suppliers, employees or officers of the Company and any Group Company, provided that the Company shall continue to pay the Employee his/her full Basic Salary and to make available to him/her all other benefits to which he/she is entitled under this Agreement during any such period. Any Annual Leave entitlement which has accrued to the Employee as at the commencement of any period away from work pursuant to this Clause 17 and any Annual Leave entitlement which continues to accrue, shall be deemed to be taken by the Employee during such period.

17.2 Should the Company require the Employee to do all or any of the things set out in Clause 17.1, the other terms of this Agreement shall nevertheless remain in full force and effect save as varied by this Clause 17.

18. Disciplinary and grievance procedure

18.1 The Employee should refer any grievance relating to his/her employment to the relevant person responsible under the policies of Company, or in those cases where no person is specified, to the Reporting Manager.

18.2 The Employee is required to comply with applicable Company policies. Should the need arise, the Company shall adopt the procedure most appropriate to deal with any disciplinary matter concerning the Employee. The Employee, in signing this Agreement, declares that he/she has read the policies and agrees that he/she will abide by its provisions.

18.3 In order to investigate any disciplinary matter or grievance involving the Employee, the Company is entitled to suspend him/her for a period not exceeding one (1) week (or such other longer periods as may be approved by the Commissioner for Labour of Singapore) on half pay and benefits.

19. Data Protection

19.1 By signing this Agreement the Employee consents to the Company processing data relating to the Employee for legal, personnel, administrative and management

purposes and in particular to the processing of any sensitive personal data relating to the Employee, including, as appropriate:

- (a) information about the Employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the Employee's fitness for work;
- (b) the Employee's racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; and
- (c) information relating to any criminal proceedings in which the Employee has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

19.2 The Company may make such information available to those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which the Employee works.

19.3 The Employee understands any collection, processing, use, disclosure and transfer of his personal data by the Company will take place in accordance with the applicable provisions of the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore. The Employee acknowledges that he/she will be providing the Company with his/her consent to these uses, and his/her agreement to abide by any existing data protection policy the Company may have, from time to time.

19.4 The Employee agrees to execute such written consents or documentation as may be required by the Company in connection with this Clause 19.

20. Termination

20.1 Notwithstanding any other provision of this Agreement, the Company may terminate the Employee's employment with immediate effect (without notice or payment in lieu of notice) but provided a due inquiry is first conducted, where:

- (a) the Company believes on reasonable grounds that the Employee has:
 - (i) committed any act of dishonesty, or other gross misconduct, or gross incompetence or gross neglect of duty;
 - (ii) committed a second or subsequent serious breach of any express or implied obligation under this Agreement, (which for the avoidance of doubt need not be of the same nature or type);
 - (iii) committed a serious breach of any of the Company's policies and procedures or those of any Group Company from time to time applicable; or

- (iv) committed any act which in the reasonable opinion of the Company brings him/her, the Company or any Group Company into disrepute, or prejudices the interests of the Company or any Group Company;

(where any reference in this sub-clause to an act shall be interpreted as including a reference to an omission);

- (b) the Employee is convicted of any criminal offence other than an offence under the relevant road traffic legislation for which the Employee may be sentenced to any term of imprisonment for a period of six (6) months or more;
- (c) the Employee becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
- (d) the Employee ceases to be eligible to work in Singapore;

20.2 The Employee will retire upon attaining the age of sixty-two (62) or such other age as may be prescribed by applicable law. The Employee may be eligible for re-employment after attaining the statutory retirement age, subject to applicable law.

20.3 During the Probationary Period, the Company may choose to terminate the Employee's employment by giving not less than one (1) week notice in writing.

20.4 The Company may terminate the Employee's employment by service of the appropriate period of notice pursuant to Clause 13.5.

20.5 Subject to Clause 13.5 and without prejudice to the generality of the foregoing sub-clauses, either party may terminate the Employee's employment by giving to the other not less than one (1) month notice in writing.

20.6 Notwithstanding any other provision of this Agreement, the Company may, in its sole and absolute discretion, terminate the Employee's employment at any time and with immediate effect by paying a sum in lieu of notice equal to the Basic Salary (as at the date of termination) which the Employee would have been entitled to receive under this Agreement during the notice period referred to in Clauses 13.5, 20.3, or 20.5 (as the case may be) (or, if notice has already been given, during the remainder of the notice period). For the avoidance of doubt, this payment shall not include any element in relation to any bonus payment that might have otherwise have been due during the period for which the payment is made.

21. Return of property and documents

21.1 Whenever requested to do so by the Company, the Employee shall immediately return to the Company in accordance with its instructions all records, papers, correspondence, client files, equipment (including computer equipment), mobile telephone, software, notes, reports or property of whatsoever nature (including keys, books, materials and

credit cards) which may be in his/her possession or control and which relate in any way to the business or affairs of the Company and any Group Company, and no copies, notes or abridgements of any of the above shall be retained by him/her.

- 21.2 Whenever requested to do so by the Company, the Employee shall immediately delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his/her possession or under his/her control outside the Company's premises.
- 21.3 The Employee shall provide a signed statement that he/she has complied fully with his/her obligations under this Clause 21.

22. Gifts

- 22.1 Neither the Employee nor relatives of the Employee (including kinsmen by blood and kinsmen by affinity) may accept any form of benefit offered by any entity or individual that has any business relationship with the Company, which benefit includes but not limited to physical objects, securities, red envelopes, commissions, cash gifts, transportation fees, consultancy fees, agency fees, lecturing fees, and personal entertainment. Any benefit having a cash value or market price provided by the same entity or individual which is equal to or exceeds the value as indicated in the relevant Company policy shall be reported and submitted to the Company immediately.
- 22.2 Neither the Employee nor relatives of the Employee (including kinsmen by blood and kinsmen by affinity) may not ask for or accept any kind of improper reception by any active or potential business partner of the Company, including but not limited to travelling, paid attendance, SPA, massages, tennis, golf, and gambling, under the disguise of meetings, visits or experiences, funded by any client or business partner of the Company.

23. Resignation of offices

- 23.1 After termination of his/her employment, however it occurs, the Employee shall immediately upon the request of the Company resign from all offices held by him/her in the Company and in any Group Company without claim for compensation, and should he/she fail to do so the Company and any applicable Group Company may act as the Employee's attorney pursuant to Clause 28.2 to give effect to such resignation(s).

24. Repatriation

- 24.1 Where the Employee's home country is not Singapore, the Employee shall be responsible for bearing his/her repatriation costs after termination of his/her employment, however it occurs.

He

25. Reconstruction or amalgamation

- 25.1 If the Employee's employment is terminated by reason of the liquidation of the Company for the purpose of reconstruction or amalgamation, and the Employee is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which, taken as a whole, are not substantially less favourable than the terms of this Agreement, the Employee shall have no claim against the Company in respect of the termination of his/her employment.

26. Prior rights and delay

- 26.1 The termination of the Employee's employment shall be without prejudice to any right that the Company may have in respect of any breach by the Employee of any of the provisions of this Agreement which may have occurred prior to termination.
- 26.2 No failure or delay on the part of the Company or any Group Company in exercising any right or power under this Agreement shall take effect as a waiver.

27. Notices

- 27.1 Any notice given under this Agreement shall be deemed to have been duly given if given personally by the Company to the Employee or if sent by either party by registered post addressed to the other party, (in the case of the Company at its registered office for the time being and in the case of the Employee at his/her last known address), and such notice shall be deemed to have been given on the day and at the time of delivery (when delivered personally), or on the second day following that on which it was posted (when posted).

28. General

- 28.1 The Employee warrants that:
- (a) by entering into this Agreement he/she will not be in breach of any agreements with or obligations owed to any third party;
 - (b) by entering into this Agreement or performing any of the obligations under it, the Employee will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him/her and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if the Employee is in breach of any such obligations;
 - (c) he/she has the appropriate qualifications and experience necessary to fulfil his/her duties pursuant to this Agreement; and
 - (d) he/she has obtained all necessary work passes to work in Singapore (where required) and is entitled to work in Singapore without any additional approvals and will notify

the Company immediately if the Employee ceases to be so entitled during the Employee's employment;

28.2 The Employee hereby irrevocably and by way of security appoints the Company and each Group Company now or in the future existing to be his/her attorney to act in his/her name and on his/her behalf, and as his/her attorney to sign, execute and do all acts, things and documents which he/she is obliged to execute and do under the provisions of this Agreement.

28.3 The Employee acknowledge that the terms of this Agreement, including Clause 8, is private and confidential and shall not be discussed with anyone in the Company.

29. Prior agreements and entire agreement

29.1 This Agreement sets out the entire understanding between the Company or any Group Company and the Employee and supersedes any previous agreement or arrangement between them in relation to the employment of the Employee by the Company (which shall be deemed to have been terminated by mutual consent).

30. Third parties

30.1 Any Group Company may enforce the terms of this Agreement, subject to and in accordance with the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore, but the Company and the Employee may rescind, vary, waive, assign or release any or all of their respective rights or obligations under this Agreement without the consent of any Group Company. Other than as provided in this Clause, the Company and the Employee do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore by any person who is not a party to this Agreement.

31. Governing law and jurisdiction

31.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.

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32. Variation

- 32.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

33. Counterparts

- 33.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

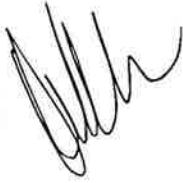
34. Severability

- 34.1 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect (whether against all or only some of the parties), the validity, legality and enforceability of the remaining provisions (and such aforesaid provision against the other parties) shall not in any way be affected or impaired thereby.

[Signature page to follow]

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IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.



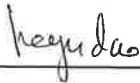
SIGNED by

Name: Ooi Ee Leng

Position: Regional Head of Human Resource Operations

for and on behalf of

TIKTOK PTE. LTD.



SIGNED by

He Yudao

[Signature Page to the Employment Agreement]