

Dear 方明辉:

尊敬的方明辉:

We are pleased to inform you that we will recommend that you be granted an award of stock option ("Option") under the Bytedance Ltd. Amended and Restated 2012 Stock incentive Plan, as amended from time to time ("Plan"). An Option represents the right to purchase a certain number of Class A Ordinary Shares ("Shares") of Bytedance Ltd. ("Company") at an exercise price of US\$0.02 per Share ("Exercise Price") after the Option vests and is properly exercised. This letter summarizes some of the details of your proposed participation in the Plan.

我们很高兴通知您，我们拟提议根据Bytedance Ltd. 经修订及重列2012股权激励计划及其不时修订的版本 ("激励计划") 向您授予一项股票期权 ("期权")。期权代表在期权归属及适当行权后，以每股 0.02 美元的行权价 ("行权价") 购买一定数量的Bytedance Ltd. ("本公司") A类普通股 ("股票") 的权利。本函为关于您拟参与激励计划的一些概要信息。

Subject to (i) the approval of the Company's board of directors ("Board"), and (ii) the commencement of your employment or service relationship with a subsidiary or a consolidated affiliate of the Company ("Service Recipient") on or before 2025-06-27 ("Expected Start Date"), you will be granted an Option to purchase 4800 Shares at the Exercise Price. If the date on which you commence your employment with or services to the Service Recipient ("Start Date") is later than the Expected Start Date, the Company may adjust the number of Shares underlying the Option to be granted to you. The final number of Shares underlying your Option will be set forth in the applicable stock option award agreement (the "Option Agreement"), which, if approved by the Board, will be provided to you as soon as practicable within four months following the Start Date. You must sign the Option Agreement within twenty-five days from the date such Option Agreement is first presented to you, in accordance with such acceptance procedures as prescribed by the Company. If you do not sign the Option Agreement within the required timeframe, the Option will be automatically forfeited and cancelled.

如果 (i) 本公司的董事会 ("董事会") 批准，且 (ii) 在 2025-06-27 ("预计起始日") 或之前，您与本公司的子公司或合并关联公司 ("服务接受方") 之间的雇佣或服务关系已开始，您将被授予一项以行权价购买4800股股票的期权。如果您与服务接受方的雇佣或服务关系开始之日 ("起始日") 晚于预计起始日，本公司可调整授予给您的期权涵盖的股票数量。最终授予给您的期权涵盖的股票数量将在适用的股票期权授予协议 ("期权协议") 中载明。如董事会批准，期权协议将在起始日后的四个月内尽快提供给您，您须根据本公司规定的程序，在期权协议提供给您起的二十五日内签署该期权协议。如果您未在规定期限内签署期权协议，期权将自动失效并被取消。

Generally, the exercisability of the Option will be conditioned upon (i) the satisfaction of a time-based vesting condition, and (i) if applicable, the completion of all required exchange control registration with the State Administration of Foreign Exchange in China ("SAFE"), prior to the expiration date of the Option under the Option Agreement. Subject to the terms and conditions of the Plan and the Option Agreement, the time-based vesting condition will be satisfied as follows:

一般而言，股票期权可行权的前提是在授予日的十周年日之前满足两项要求：(i) 基于时间的归属时间表，及 (ii) 在中国国家外汇管理局 ("外管局") 完成所有必要的外汇管理登记 (如适用)。基于时间的归属时间表将按如下规定得以满足：

Time Vesting Schedule 归属时间表	
Percentage of Shares Subject to Option Vesting 归属的期权所涉股票百分比	Time Vesting Date 时间归属日期
20%	12 th Month* following Start Date 起始日起第 12 个月
6. 25%	15 th Month* following Start Date 起始日起第 15 个月
6. 25%	18 th Month* following Start Date 起始日起第 18 个月
6. 25%	21 th Month* following Start Date 起始日起第 21 个月
6. 25%	24 th Month* following Start Date 起始日起第 24 个月
6. 25%	27 th Month* following Start Date 起始日起第 27 个月
6. 25%	30 th Month* following Start Date 起始日起第 30 个月
6. 25%	33 th Month* following Start Date 起始日起第 33 个月
6. 25%	36 th Month* following Start Date 起始日起第 36 个月
7. 5%	39 th Month* following Start Date 起始日起第 39 个月
7. 5%	42 th Month* following Start Date 起始日起第 42 个月
7. 5%	45 th Month* following Start Date 起始日起第 45 个月
7. 5%	48 th Month* following Start Date 起始日起第 48 个月

*“Month” means, for purposes of determining the day of the calendar month that time vesting will occur in accordance with the foregoing time vesting schedule, the numerically corresponding day of the calendar month that the Start Date occurred, except that, if there is no numerically corresponding day in the calendar month of the quarterly time vesting date, the quarterly time vesting date shall be the last calendar day of the month of the applicable quarterly time vesting date.

**“且”，在确定上述归属时间表中的时间归属日期是日历月中的哪一天时，表示该月中起始日之日期所对应的日期，除非如果该季度时间归属日所在日历月中没有对应日期，则该季度时间归属日应为该季度时间归属日所在日历月的最后一个日历日。

This letter is merely to inform you of your opportunity to participate in the Plan and does NOT confer on you any contractual right to stock option or to any benefit therefrom. The grant of the stock option to you remains at the discretion of the Board. The Company can make the grant to you and/or permit the vesting and exercise of the stock option only if and as long as it is permitted and feasible under applicable laws or regulations. If applicable laws or regulations make the grant, vesting or exercise illegal or impractical, the Company will let you know as soon as possible. Further, and notwithstanding anything in this letter to the contrary, the terms of the Company's equity program, including the Plan, may be changed at any time in the discretion of the Board. If the Company decides to change or terminate the Plan, you will not have any claims against the Company to receive stock option or any other benefits equivalent to the stock option. The Company is not obligated to continue to grant stock option or any other benefits to you.

本函仅为通知您有机会参与激励计划，但不赋予您任何取得股票期权或由此获得任何利益的合同权利。是否向您授予股票期权由董事会酌情决定。只有在适用法律法规允许和可行的情况下，本公司才能向您授予股票期权和/或允许股票期权归属和行权。如果根据适用法律法规，授予、归属或行权不合法或不可行，本公司将尽快通知您。此外，即使本函有任何相反规定，本公司股权方案（包括激励计划）的条款可随时由董事会酌情决定变更。如果本公司决定变更或终止激励计划，您无权向本公司提出任何要求获得股票期权或其他与股票期权等等的利益的权利主张。本公司没有义务继续授予您股票期权或其他任何利益。

The stock option and any Shares acquired pursuant to the stock option are an additional benefit that may be given to you by the Company and not by the Service Recipient. The Option Agreement will not form part of your employment or other service contract, and the stock option and any Shares acquired pursuant to the stock option are not part of your employment or other service relationship with the Service Recipient and are completely separate from any salary, compensation or any other remuneration or benefits provided to you by the Service Recipient. This means that any gain you realize from the stock option will not be included for purposes of calculating any benefits that you may receive from the Service Recipient, including but not limited to severance payments or similar termination compensation or indemnity, payments during a notice period and payments in lieu of notice.

股票期权及根据股票期权取得的任何股份是本公司（而非服务接受方）给您的额外利益。期权协议不构成您的劳动或其他服务合同的一部分，且股票期权及根据股票期权取得的任何股份不构成您与服务接受方的劳动或其他服务关系的一部分，并完全独立于服务接受方提供给您的任何薪金、报酬或任何其他酬劳或福利。这意味着，在计算您可以从服务接受方取得的任何福利（包括但不限于经济补偿金或类似终止补偿或赔偿、通知期内付款及代通知金）时，您通过股票期权得到的任何收益不包括在内。

If the stock option is granted to you, you will be responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any tax or social insurance contribution obligations arising from the stock option and the Shares received pursuant to the stock option, regardless of any tax and social insurance contribution withholding and/or reporting obligation of the Company or the Service Recipient. If the stock option is granted to you, the Service Recipient may report or withhold taxes as may be required under local law. You need to seek advice from your personal advisors at your own expense regarding the legal and tax implications of any stock option granted to you.

如果向您授予股票期权，您有责任遵守与您参与激励计划相关的任何适用的法律要求，并应承担因股票期权及根据股票期权取得的股份而引起的任何税收或社保缴款义务，不论公司或服务接受方有何税款和社保缴款预扣和/或申报义务。如果向您授予股票期权，服务接受方可按当地法律规定申报或预扣税款。关于授予您的任何股票期权的法律或税务影响，您需要自费向您的个人顾问寻求建议。

Finally, all disputes arising under or relating to the grant of stock option and/or the provisions of this letter shall be governed by and construed in accordance with the laws of the Cayman Islands.

最后，在授予股票期权和/或本函的规定项下产生的或与之相关的所有争议应受开曼群岛法律管辖，并依其进行解释。

Yours Sincerely,
此致

Bytedance Ltd.