

Exhibit 2

SETTLEMENT AGREEMENT AND RELEASE

1. PREAMBLE

- 1.1. This class action Settlement Agreement and Release (“Agreement”) is entered into by and among the individuals and entities defined below as “Plaintiffs” and the individuals and entities defined below as “TikTok” where Plaintiffs and TikTok are collectively referred to herein as the “Parties.”
- 1.2. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions of this Agreement, and subject to preliminary and final approval of the Court.

2. DEFINITIONS

- 2.1. “Agreement” means this Settlement Agreement and Release, including all exhibits.
- 2.2. “Civil Actions” mean all of the civil actions, arbitrations, or other legal proceedings that have been, will be, or could be initiated by Plaintiffs relating to the subject matter at issue in the Complaint.
- 2.3. “Class” means all persons residing in the United States who registered for or used the Musical.ly and/or TikTok software application prior to the Effective Date when under the age of 13 and their parents and/or legal guardians.
- 2.4. “Class Counsel” means the attorneys representing Plaintiffs who sign this Agreement as Class Counsel up until such time as the Court appoints counsel to represent the Class; and following such appointment, “Class Counsel” shall mean the counsel so appointed by the Court.
- 2.5. “Class Member” means any person who qualifies under the definition of the Class, excluding: (i) TikTok, its parent, subsidiaries, successors, affiliates, officers, and directors; (ii) the judge(s) to whom the Civil Actions are assigned and any member of the judges’ or judges’ immediate family; (iii) Persons who have settled with and released TikTok from individual claims substantially similar to those alleged in the Civil Actions; and (iv) Persons who submit a valid and timely Request for Exclusion.
- 2.6. “Class Representatives” mean Sherri LeShore and Laura Lopez, acting either individually or through Class Counsel.
- 2.7. “Complaint” means the draft complaint attached as an exhibit hereto.
- 2.8. “Court” means the federal District Court for the Northern District of Illinois and any appellate court which may review any orders entered by the District Court related to this Agreement.
- 2.9. “Day” or “days” refer to calendar days.
- 2.10. “Effective Date” means the first date after either (i) the time to appeal the Final Order and Judgment has expired with no appeal having been filed or (ii) the Final Order and Judgment is affirmed on appeal by a reviewing court and no longer reviewable by any court.

- 2.11. “Execution” means the signing of this Agreement by all signatories hereto.
- 2.12. “Fee Award” means any attorneys’ fees, reimbursement of expenses, and other costs awarded by the Court to Class Counsel as allowed by this Agreement.
- 2.13. “Final Approval Hearing” means the hearing before the Court where (i) the Parties request that the Court approve this Agreement as fair, reasonable, and adequate; (ii) the Parties request that the Court enter its Final Order and Judgment in accordance with this Agreement; and (iii) Class Counsel request approval of their petition for reasonable attorneys’ fees and expenses, as well as any requested incentive award to the Class Representatives.
- 2.14. “Final Order and Judgment” means the order entered by the Court, in a form that is mutually agreeable to the Parties, approving this Agreement as fair, reasonable, adequate, and in the best interest of the Class as a whole, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, without modifying any terms of this Agreement that either Party deems material.
- 2.15. “Incentive Award” means any amount awarded by the Court to the Class Representatives as compensation for serving as Class Representatives.
- 2.16. “Notice Plan” means the planned method by which notice of this Agreement will be given to the Class.
- 2.17. “Notice of Proposed Class Action Settlement” means the notice described in the Notice Plan.
- 2.18. “Opt-Out Deadline” means the deadline for a Class Member to submit a Request for Exclusion as set forth in the Preliminary Approval Order and which will be no more than sixty (60) days from the completion date of the Notice of Proposed Class Action Settlement.
- 2.19. “Parties” means, collectively, the Plaintiffs and TikTok, and “Party” means any one of them.
- 2.20. “Person” means an individual or legal entity, including an association, or his, her, or its respective estate, successors, or assigns.
- 2.21. “Plaintiffs” mean the Class Representatives acting on behalf of themselves and all Class Members.
- 2.22. “Plan of Allocation” means the plan for allocating the Settlement Fund described in this Agreement, or other such plan for allocating the Settlement Fund as may be approved by the Court.
- 2.23. “Preliminary Approval Order” means the order issued by the Court provisionally (i) granting preliminary approval of this Agreement; (ii) certifying the Class for settlement purposes; (iii) appointing Class Representatives and Class Counsel; (iv) approving the form and manner of the Notice Plan and appointing a Settlement Administrator; (v) establishing deadlines for Requests for Exclusion and the filing of objections to the proposed settlement contemplated by this Agreement; (vi) finding that the Parties have complied with 28 U.S.C. § 1715; and (vii) scheduling the Final Approval Hearing.

- 2.24. “Released Claims” means any claims, complaints, actions, proceedings, or remedies of any kind (including, without limitation, claims for attorneys’ fees and expenses and costs) whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising from the beginning of time through the Effective Date, that were, could have been, or could be asserted by the Releasing Parties arising out of or relating to any acts, facts, omissions or obligations, whether known or unknown, whether foreseen or unforeseen, arising out of or relating to the Civil Actions or the subject matter of the Complaint.
- 2.25. “Released Parties” means TikTok Inc., Musical.ly Inc., Musical.ly the Cayman Islands corporation, ByteDance Technology Co. Ltd., as well as any and all of their current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, predecessors, joint venturers, related entities, assigns, and all other individuals and entities acting on their behalf.
- 2.26. “Releasing Parties” means Plaintiffs and all Class Members, as well as their present, former, and future heirs, executors, administrators, estates, representatives, agents, attorneys, partners, successors, predecessors-in-interest, directors, officers, members, insurers, beneficiaries, trustees, employee benefit plans, servants, employees, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, joint venturers, related entities, and assigns, and all other individuals and entities acting on their behalf.
- 2.27. “Request for Exclusion” means the form that must be completed and returned in the manner and within the time period specified in this Agreement for a Class Member to request exclusion from the Class.
- 2.28. “Settlement Administrator” means a third-party class action settlement administrator to be selected by the Parties’ mutual agreement to implement aspects of this Agreement.
- 2.29. “Settlement Fund” means the \$1,100,000 total sum that TikTok will pay in connection with this Agreement, deposited into a common fund for payment of (i) distributions to Class Members, (ii) the Fee Award, (iii) the Incentive Awards, and (iv) all settlement administration and notice costs.
- 2.30. “TikTok” means TikTok Inc. and all of its parent and subsidiary corporations and those acting on their behalf.

3. RECITALS

- 3.1. On June 3, 2019, Class Counsel sent a demand letter and draft complaint to TikTok alleging violations of the privacy rights of the Plaintiffs in connection with the operation of the Musical.ly and TikTok software applications.
- 3.2. On October 22, 2019, after significant negotiations between the Parties’ counsel, the Parties participated in an all-day mediation with Gregory Lindstrom of Phillips ADR that resulted in this Agreement to settle the Civil Actions on a class-wide basis.
- 3.3. Plaintiffs have conducted meaningful investigation and analyzed and evaluated the merits of the claims made to date against TikTok, and the impact of this Agreement

on Plaintiffs and the Class, and based upon that analysis and the evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Civil Actions, if not settled now, might not result in any recovery whatsoever for the Class, or might result in a recovery that is less favorable to the Class, and that any such recovery would not occur for several years, Plaintiffs are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that this Agreement is in the best interest of the Class.

- 3.4. TikTok has denied and continues to deny each allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or that could have been asserted in the Civil Actions.
- 3.5. While Plaintiffs believe these claims possess substantial merit and while TikTok vigorously disputes such claims, without in any way agreeing as to any fault or liability, the Parties have agreed to enter into this Agreement as an appropriate compromise of the Class claims to put to rest all controversy and to avoid the uncertainty, risk, expense, and burdensome, protracted, and costly litigation that would be involved in prosecuting and defending the Civil Actions.
- 3.6. The Parties therefore agree that, in consideration for the undertakings, promises, and payments set forth in this Agreement and upon the entry by the Court of a Final Order and Judgment approving and directing the implementation of the terms and conditions of this Agreement, the Civil Actions will be settled and compromised upon the terms and conditions set forth below.

4. RESTRICTIONS ON USE OF THIS AGREEMENT

- 4.1. This Agreement is for settlement purposes only and is entered into as a compromise to avoid the inherent risks and expenses posed by continued litigation of the claims in the Civil Actions. Neither the fact nor content of this Agreement, nor any action based on it, will constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim, of any fact alleged in the Civil Actions or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability or non-liability, wrongdoing, fault, or violation of law or fact alleged in the Civil Actions.
- 4.2. Subject to approval by the Court, TikTok conditionally agrees and consents to jurisdiction, venue, and certification of the Class for settlement purposes only and within the context of this Agreement only. If this Agreement, for any reason, is not approved or is otherwise terminated, TikTok reserves the right to assert any and all objections and defenses to jurisdiction, venue, certification of a litigation class, or other defenses; and neither this Agreement nor any order or other action relating to this Agreement may be offered as evidence in support of jurisdiction, venue, or class certification for a purpose other than settlement pursuant to this Agreement.

5. SETTLEMENT FUND

- 5.1. The Settlement Administrator will create an account into which TikTok will deposit the total sum of \$1,100,000 for the Settlement Fund within 30 days after entry of the Preliminary Approval Order.
- 5.2. The Settlement Administrator will place the Settlement Fund in an interest-bearing account created by order of the Court intended to constitute a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Regulations

(“Treasury Regulations”) promulgated under the U.S. Internal Revenue Code of 1986, as amended (the “Code”). TikTok shall be the “transferor” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount Transferred to the QSF pursuant to this Settlement Agreement. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. TikTok and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

- 5.3. Other than the Settlement Fund, TikTok will have no financial obligations to Plaintiffs, the Class, or the Settlement Administrator under this Agreement.
- 5.4. The Settlement Administrator will draw from the Settlement Fund to cover all obligations with respect to costs related to this Agreement, including the expenses of the Settlement Administrator, the Notice Plan, payments to Class Members, any Incentive Awards, any Fee Award, and any other administrative fees and expenses in connection with this Agreement; provided, however, that the Parties must approve any payments to the Settlement Administrator prior to the Settlement Administrator incurring such expenses.
- 5.5. If this Agreement is terminated, the Settlement Administrator will return all funds to TikTok within ten (10) days of the termination date; provided, however, that the Settlement Administrator need not return any funds already spent on notice and on reasonable Settlement Administrator expenses before the termination date.
- 5.6. TikTok, TikTok’s Counsel, and the Released Parties shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund or QSF and shall have no liability, obligation or responsibility with respect to any liability, obligation or responsibility of the Settlement Administrator, including but not limited to, liabilities, obligations or responsibilities arising in connection with the investment, disbursement or other administration of the Settlement Fund and QSF.
- 5.7. Once deposited by TikTok, the Settlement Fund shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.
- 5.8. Notwithstanding any effort, or failure, of the Settlement Administrator or the Parties to treat the Settlement Fund as a QSF, any tax liability, together with any interest or penalties imposed thereon, incurred by TikTok or any Releasees resulting from income earned on the Settlement Fund or the payments made from the Settlement Fund (or the receipt of any payment under this paragraph) shall be reimbursed from the Settlement Fund in the amount of such tax liability, interest or penalties promptly upon and in no event later than five (5) days after TikTok’s or any Released Party’s written request to the Settlement Administrator.

- 5.9. For avoidance of doubt, neither TikTok nor any Released Party shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to any Class Member, or based on the activities and income of the QSF. In addition, neither TikTok nor any Released Party shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to Class Counsel. The QSF will be solely responsible for its tax obligations. Each Class Member will be solely responsible for his or her tax obligations. Each Class Counsel attorney or firm will be solely responsible for his, her, or its tax obligations.
- 5.10. TikTok shall have no liability whatsoever with respect to (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, or calculation of claims to be paid to Class Members from the Settlement Fund; or (v) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. The Releasing Parties, Class Representatives, and Class Counsel release TikTok from any and all liability and claims arising from or with respect to the administration, investment or distribution of the Settlement Fund.
- 5.11. No person shall have any claim against Class Representatives, Class Counsel or the Settlement Administrator, or any other person designated by Class Counsel, based on determinations or distributions made substantially in accordance with this Agreement and the settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

6. PLAN OF ALLOCATION

- 6.1. The Settlement Fund shall be distributed and allocated according to the following preferential order:
 - 6.1.1. To pay all expenses incurred by the Settlement Administrator for the Notice Plan and settlement administration;
 - 6.1.2. To pay any taxes described herein;
 - 6.1.3. After the Effective Date, to allocate funds for any Fee Award and Incentive Awards;
 - 6.1.4. After the Effective Date and after allocation of funds for all of the above, to pay the remaining unallocated portion of the Settlement Fund to Class Members on a pro rata basis in accordance with the Final Approval Order or any subsequent order of the Court;
 - 6.1.5. After payment of all valid claims to Class Members, to pay any Fee Award and Incentive Awards; and
 - 6.1.6. To distribute any residue of the Settlement Fund to a cy pres recipient or other appropriate recipient as may be determined by the Court.
- 6.2. Settlement Payments to Class Members
 - 6.2.1. Class Members may submit one claim per Class Member to receive by electronic payment a potential pro rata distribution of the Settlement Fund

remaining after payment of Notice Plan and administration expenses, taxes, any Fee Award, and any Incentive Awards.

- 6.2.2. The method for submitting a claim and for receiving a distribution by electronic payment will be described and provided in the Notice Plan after consultation with the Settlement Administrator.
 - 6.2.3. To submit a claim, Class Members must provide to the Settlement Administrator (i) their name, residential address, and email address; (ii) an attestation confirming they meet the eligibility requirements to be a Class Member; (iii) information sufficient for the Settlement Administrator to make a distribution to the Class Member by the electronic means described in the Notice Plan; and (iv) a statement under penalty of perjury that they have not submitted more than one claim and that the information they submit is true and correct.
 - 6.2.4. Class Members with valid claims who fail to provide sufficient or correct information or fail to submit a valid claim within the time period identified in the Notice Plan relinquish their right to any payment from the Settlement Fund.
 - 6.2.5. The Settlement Administrator shall review all claims to determine their validity. The Settlement Administrator may reject any claim that does not comply in any material respect with the instructions in the Notice Plan; is not submitted by a Class Member; is a duplicate of another claim; is determined to be a fraudulent claim; or is submitted after the deadline for claims. The decision of the Settlement Administrator shall be final as to the determination of the Claimant's recovery.
 - 6.2.6. Late claims may be considered if deemed appropriate by the Settlement Administrator in consultation with Class Counsel, or if ordered by the Court.
 - 6.2.7. Claims of Class Members that are deemed valid shall be paid out to Class Members by the Settlement Administrator beginning 14 days after the Effective Date, or as soon thereafter as is reasonably practical.
- 6.3. Residue
- 6.3.1. If the Settlement Administrator determines that after payment of Notice Plan and administration expenses, taxes, any Fee Award, and any Incentive Awards that the Settlement Fund will be insufficient to cover the expense of processing and paying all of the claims received from Class Members; or if after payment of Class Member claims there remains a residue portion of the Settlement Fund that cannot feasibly be distributed on a pro rata basis to Class Members who submitted a claim, the Court may direct the Settlement Administrator to pay the residue to an appropriate cy pres recipient or other recipient as the Court may decide in its discretion.
 - 6.3.2. When any such residue exists, Class Counsel shall promptly submit a request for order to the Court informing the Court of the residue.

7. SUBMISSION FOR PRELIMINARY APPROVAL

- 7.1. Within 30 days after Execution, Class Counsel will submit this Agreement to the Court and request that the Court enter the Preliminary Approval Order in a form mutually agreed to by the Parties and in compliance with all applicable laws, rules, and orders and local guidelines of the Court.
- 7.2. Class Counsel will take any acts reasonably necessary to carry out this Agreement's expressed intent.

8. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

- 8.1. The Parties shall agree to the Notice Plan before submission of this Agreement for preliminary approval. The specific text and content of the Notice Plan and Notice of Proposed Class Action Settlement will be mutually agreed upon by the Parties, subject to Court approval.
- 8.2. Because TikTok asserts it has no way to directly contact or identify Class Members, notification will be through a combination of online social media ads and website link.
- 8.3. TikTok has no obligation to facilitate delivery of the Notice of Proposed Class Action Settlement. For example, TikTok will have no obligation to search and provide information relating to the Class or to send bulk email messages to any Person or group of Persons.
- 8.4. Within 10 days after the filing of this Agreement with the Court, the Settlement Administrator shall notify the appropriate state and federal officials of this Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. CLASS MEMBERS' RIGHT OF EXCLUSION/INCLUSION

- 9.1. A Class Member may request exclusion from the Class up until the Opt-Out Deadline. To request exclusion, the Class Member must complete, sign, and mail to the Settlement Administrator a Request for Exclusion, using a form to be agreed on by the Parties. The Request for Exclusion must be signed by the Class Member seeking exclusion under penalty of perjury. The Request for Exclusion must be postmarked on or before the Opt-Out Deadline. Any Person who submits a valid and timely Request for Exclusion shall not be entitled to relief under, and shall not be affected by, this Agreement or any relief provided by this Agreement.
- 9.2. The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion. The Court shall determine whether any contested exclusion request is valid.
- 9.3. Within 10 days after the Opt-Out Deadline, the Settlement Administrator will provide the Parties a list of all Persons who opted out by validly requesting exclusion.

10. OBJECTIONS

- 10.1. Any Class Member who does not submit a valid and timely Request for Exclusion may object to the fairness, reasonableness, or adequacy of this Agreement. Class Members may not seek to exclude themselves from the Class and submit an objection to this Agreement.

- 10.2. No later than 21 days before the Final Approval Hearing, any Class Member who wishes to object to any aspect of this Agreement must send to the Settlement Administrator, Class Counsel, and TikTok's counsel, and file with the Court, a written statement of the objection(s). The written statement of the objection(s) must include (i) a detailed statement of the Class Member's objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of his/her objection(s); (ii) the Class Member's full name, address and telephone number; and (iii) information demonstrating that the Class Member is entitled to be included as a member of the Class.
- 10.3. Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Class Member hires an attorney other than Class Counsel to represent him or her, the attorney must (i) file a notice of appearance with the Court no later than 21 days before the Final Approval Hearing or as the Court otherwise may direct, and (ii) deliver a copy of the notice of appearance on Class Counsel and TikTok's counsel, no later than 21 days before the Final Approval Hearing. Class Members, or their attorneys, intending to make an appearance at any hearing relating to this Agreement, including the Final Approval Hearing, must deliver to Class Counsel and TikTok's counsel, and file with the Court, no later than 21 days before the date of the hearing at which they plan to appear, or as the Court otherwise may direct, a notice of their intention to appear at that hearing.
- 10.4. Any Class Member who fails to comply with the provisions of the preceding subsections shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Civil Actions.

11. RELEASES; EXCLUSIVE REMEDY; DISMISSAL OF ACTIONS

- 11.1. Upon entry of the Final Order and Judgment, and regardless of whether any Class Member executes and delivers a written release, each Plaintiff and each Class Member (each of whom is a Releasing Party) shall be deemed to waive, release and forever discharge TikTok and the Released Parties from all Released Claims. No Released Party will be subject to any liability or expense of any kind to any Releasing Party with respect to any Released Claim.
- 11.2. Upon entry of the Final Order and Judgment, the Releasing Parties, and each of them, will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
- 11.3. Upon entry of the Final Order and Judgment, the Releasing Parties, and each of them, will be deemed to have, and will have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States,

which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever to settle and release the Released Claims, notwithstanding any unknown claims they may have.

- 11.4. This Agreement shall be the sole and exclusive remedy for any and all Released Claims. Upon entry of the Final Order and Judgment, each Class Member shall be barred from initiating, asserting, or prosecuting any Released Claims against the Released Parties.
- 11.5. Upon entry of Final Order and Judgment, the Civil Actions shall be dismissed with prejudice.

12. CLASS COUNSEL FEES AND COSTS AND INCENTIVE AWARDS

- 12.1. Plaintiffs may apply to the Court seeking a reasonable portion of the Settlement Fund as payment of any reasonable attorneys' fees and costs (the Fee Award) and any Incentive Award in recognition of the Class Representatives' efforts on behalf of the Class as appropriate compensation for their time and effort expended in serving the Class.
- 12.2. Class Representatives may seek an aggregate Incentive Award totaling no more than \$5,000 to be divided equally among them.
- 12.3. This Agreement contains no rights and restrictions regarding Class Counsel's application for a Fee Award beyond the right to seek a reasonable fee award.
- 12.4. It is not a condition of this Agreement that any particular amount of attorneys' fees, costs or expenses or incentive awards be approved by the Court, or that such fees, costs, expenses or awards be approved at all. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, or expenses or incentive awards, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate or cancel this Agreement, or affect or delay the finality of the Final Order and Judgment, except that any modification, order or judgment cannot result in TikTok's overall obligation exceeding the agreed-upon amount of the Settlement Fund.
- 12.5. The Settlement Administrator shall pay the Fee Award and Incentive Awards that have been allocated from the Settlement Fund as soon as is reasonably practical after payment of all valid claims by Class Members.
- 12.6. Except as otherwise provided in this section, each Party will bear its own costs, including attorneys' fees, incurred in connection with the Civil Actions.

13. TERMINATION OF THE AGREEMENT

- 13.1. The performance of this Agreement is expressly contingent upon achieving the Effective Date. This includes both (i) the entry of the Preliminary Approval Order approving this Agreement, including the Notice Plan, and the Final Order and Judgment approving this Agreement and the expiration of all appeal periods and appeal rights without modification to the Final Order and Judgment that any Party deems material. If the Court fails to issue either (1) the Preliminary Approval Order or (ii) the Final Order and Judgment approving this Agreement without modification

that any Party deems material following conclusion of the Final Approval Hearing, this Agreement will be deemed terminated.

- 13.2. If the Final Order and Judgment is vacated or reversed by a reviewing court in whole or in part in any manner that prohibits subsequent approval of the Agreement without material modification, this Agreement will be deemed terminated (except with respect to rulings on any Fee Award), unless all Parties who are adversely affected thereby, in their sole discretion within thirty (30) days of receipt of such ruling, provide written notice to all other Parties of their intent to proceed with this Agreement as modified.
- 13.3. If this Agreement is deemed terminated by refusal of the Court to approve or affirm approval of the Agreement, it will have no force or effect whatsoever, shall be null and void, and will not be admissible as evidence for any purpose in any pending or future litigation in any jurisdiction.
- 13.4. Upon termination of the Agreement for any reason, unless otherwise agreed to in writing by the Parties, Plaintiffs and Class Counsel shall dismiss the Civil Actions filed by them without prejudice and will only refile such causes of action in a venue that is both proper and convenient for litigation purposes, taking into account the convenience of parties and witnesses who would be affected by the litigation.

14. CONFIDENTIALITY

- 14.1. Other than responses to inquiries from governmental entities or as necessary to comply with federal and state tax and securities laws or comply with the terms of this Agreement, no Party shall initiate any publicity relating to or make any public comment regarding this Agreement until a motion seeking the Preliminary Approval Order is filed with the Court.
- 14.2. Unless and until all Parties execute this Agreement and present it to the Court in a motion seeking the Preliminary Approval Order, the Parties agree that all terms of this Agreement will remain confidential and subject to Federal Rule of Evidence 408.

15. ENFORCEMENT OF THE AGREEMENT

- 15.1. The Court will retain jurisdiction to enforce the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for and only for purposes of implementing and enforcing the settlement embodied in this Agreement. As part of its continuing jurisdiction, the Court may amend, modify or clarify orders issued in connection with this settlement upon good cause shown by a party. No other court or tribunal will have any jurisdiction over claims or causes of action arising under this Agreement.
- 15.2. This Agreement will be governed by and construed in accordance with the internal laws of the State of California without regard to conflicts of law principles that would direct the application of the laws of another jurisdiction.
- 15.3. The prevailing party in any action or proceeding in which is asserted a claim or cause of action arising under this Agreement will be entitled to recover all reasonable costs and attorneys' fees incurred in connection with the action or proceeding.

16. MISCELLANEOUS

- 16.1. This Agreement, including all attached exhibits, shall constitute the entire agreement among the Parties (and covering the Parties and the Class) with regard to the subject matter of this Agreement and shall supersede any previous agreements and understandings between the Parties.
- 16.2. This Agreement may not be changed, modified or amended except in writing signed by Class Counsel and TikTok's counsel, subject to Court approval if required.
- 16.3. Each Party represents and warrants that it enters into this Agreement of his, her, or its own free will. Each Party is relying solely on its own judgment and knowledge and is not relying on any statement or representation made by any other Party or any other Party's agents or attorneys concerning the subject matter, basis, or effect of this Agreement.
- 16.4. This Agreement has been negotiated at arm's length by Class Counsel and TikTok's counsel. In the event of any dispute arising out of this Agreement, or in any proceeding to enforce any of the terms of this Agreement, no Party shall be deemed to be the drafter of this Agreement or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis of that Party's identity as the drafter of any part of this Agreement.
- 16.5. The Parties agree to cooperate fully and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 16.6. This Agreement shall be binding upon and inure to the benefit of all the Parties and Class Members, and their respective representatives, heirs, successors, and assigns.
- 16.7. The headings of the sections of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.
- 16.8. Prior to pursuing relief or submitting any dispute relating to this Agreement or the Civil Actions to the Court, the Parties and Class Counsel agree to mediate the dispute before Gregory P. Lindstrom in San Francisco, California.
- 16.9. Any notice, instruction, court filing, or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or overnight delivery service to the respective representatives identified below or to other recipients as the Court may specify. As of the date of this Agreement, these respective representatives are as follows:

For the Class:

Gary E. Mason
WHITFIELD BRYSON & MASON
LLP
5101 Wisconsin Ave., NW, Ste. 305
Washington, DC 20016
Phone: 202.640.1160
Fax: 202.429.2294
gmason@wbmlp.com

For TikTok:

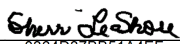
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650 Page Mill Road
Palo Alto, CA 94304-1050
aweibell@wsgr.com

- 16.10. The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, subrogated, or otherwise disposed of any claim or demand covered by this Agreement. If a Class Member has sold, assigned, transferred, conveyed, subrogated or otherwise disposed of any claim or demand, the Person that acquired such claim or demand is bound by the terms of this Agreement to the same extent as the Class Member would have been but for the sale, assignment, transfer, conveyance, or other disposition.
- 16.11. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Agreement on behalf of the respective Parties.
- 16.12. The waiver by one Party of any breach of this Agreement by any other Party will not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.
- 16.13. All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
- 16.14. This Agreement may be executed in one or more counterparts, and may be executed by facsimile or electronic signature. All executed counterparts and each of them will be deemed to be one and the same instrument.
- 16.15. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

[SIGNATURES ON FOLLOWING PAGE]


THIS SETTLEMENT AGREEMENT AND RELEASE IS AGREED TO AND APPROVED BY:

Plaintiffs and Class Representatives

DocuSigned by:

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Sherr LeShore

11/18/2019


Date

DocuSigned by:

33AD6220B48742E...
Laura Lopez

11/18/2019

Date

Class Counsel

DocuSigned by:

F83A1CDD90D44FC...
Gary E. Mason
WHITFIELD BRYSON & MASON LLP

11/19/2019

Date

DocuSigned by:

B34E26A111924A9...
Gary M. Klinger
KOZONIS & KLINGER, LTD.

11/19/2019

Date

TikTok Inc.

Vanessa Pappas
General Manager, North America & Australia

Date

THIS SETTLEMENT AGREEMENT AND RELEASE IS AGREED TO AND APPROVED BY:

Plaintiffs and Class Representatives

Sherri LeShore

Date

Laura Lopez

Date

Class Counsel

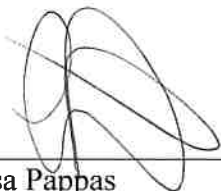
Gary E. Mason
WHITFIELD BRYSON & MASON LLP

Date

Gary M. Klinger
KOZONIS & KLINGER, LTD.

Date

TikTok Inc.



Vanessa Pappas
General Manager, North America & Australia

11/18/2019

Date