

TIKTOK “CREATOR CARNIVAL” VIRTUAL EVENT NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) is entered into as of the Effective Date (the date this Agreement is accepted by you), by and between TikTok Inc. (“**Discloser**”) and you and any legal entity on behalf of which you are acting (“**Recipient**”) for the purpose of protecting the confidentiality of certain Confidential Information (as defined below) to be shared by the Discloser during the TikTok Virtual event entitled “Creators & Commerce Collide: A TikTok Carnival” on February 3, 2022 and all sections, discussions, and materials presented therein (“**Purpose**”). Recipient and Discloser each will be referred to herein as a “**Party**” and collectively, “**Parties**.” “**Affiliate(s)**” means an entity directly or indirectly controlling, controlled by, or under common control of a Party.

1. **Nondisclosure Obligations.** Discloser may disclose Confidential Information (as defined below) to Recipient in connection with the Purpose. Recipient must protect and hold in confidence Discloser’s Confidential Information from unauthorized access, use, or disclosure using no less than a commercially reasonable degree of care. Recipient cannot: (a) use or exploit the Confidential Information in any way except for the Purpose; or (b) disclose or make available such Confidential Information (in whole or in part) without Discloser’s prior written consent to any person or entity other than to its Affiliates and its or their employees, contractors/consultants, and professional advisors (collectively, “**Representatives**”) who: (1) need to know the Confidential Information for the Purpose and (2) are bound by obligations regarding Confidential Information consistent with, but no less protective than, this Agreement. Recipient is responsible for any and all breaches of this Agreement caused by its Representatives. Recipient must promptly notify Discloser in writing about any unauthorized use or disclosure of Confidential Information of Discloser and assist Discloser in remedying the unauthorized use or disclosure of such Confidential Information.
2. **Confidential Information.** “**Confidential Information**” means any information disclosed or made available by Discloser, directly or indirectly, to Recipient or its Representatives before, on, or after the Effective Date that: (a) is identified at the time of disclosure as confidential; or (b) should reasonably be understood to be confidential by its nature or due to the circumstances in which it is disclosed. All information relating to a Party’s products or services, including without limitation (1) research, development, financial information, procurement requirements, customer lists, pricing and sales data, and marketing plans; (2) trade secrets; and (3) proprietary technology, applications, systems, software, or other intellectual property are Confidential Information whether or not marked as such. For the avoidance of doubt, all information presented in the learning modules on the Site shall be considered Confidential Information for purposes of this Agreement.
3. **Exceptions.** Confidential Information excludes any information that: (a) is or becomes publicly known or generally available in the public domain without Recipient’s or its Representatives’ breach of this Agreement; (b) Recipient or its Representatives receives from a third-party that, to Recipient’s knowledge, did not breach any confidential obligations by disclosing such information; or (c) Recipient can document: (1) was in Recipient’s or its Representatives’ possession before being disclosed by Discloser; or (2) was developed independently by Recipient or its Representatives without using any of Discloser’s Confidential Information.

4. **Required Disclosures.** If Recipient or any of its Representatives is required by law or a valid order by a court or other governmental body to disclose any of Discloser's Confidential Information: (a) Recipient must promptly notify Discloser in writing, and reasonably assist Discloser, at Discloser's expense, in seeking a protective order or otherwise preventing the disclosure; and (b) if still required to make such disclosure, Recipient must ensure that any disclosure is limited to the minimum extent necessary to comply with the legal requirement, and use reasonable efforts to preserve the confidentiality of the other Confidential Information.
5. **Ownership.** All materials (including, without limitation, documents, learning modules, drawings, tapes, models, apparatus, sketches, designs, and lists) Discloser furnishes to Recipient (whether it contains or discloses Discloser's Confidential Information) are and remain Discloser's property. Discloser retains its entire right, interest, and title in the foregoing and to all its Confidential Information and disclosing Confidential Information will not constitute an express or implied license, assignment, or other right to Recipient or any other person or entity.
6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE CONFIDENTIAL INFORMATION'S COMPLETENESS, ACCURACY, OR PERFORMANCE.
7. **Term and Termination.** This Agreement commences on the Effective Date and will continue for a period of three (3) years. Either Party may terminate this Agreement upon thirty (30) days written notice to the other party, in which case Recipient must stop all use and disclosure of Discloser's Confidential Information. Regardless of any early termination of this Agreement, Recipient must meet its obligations with respect to Confidential Information under this Agreement for three (3) years after the Effective Date. Upon any expiration or termination of this Agreement, all Confidential Information that constitutes a trade secret under the laws of any jurisdiction will continue to be subject to the confidentiality obligations herein until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Recipient or its Representatives.
8. **Destruction/Return of Materials.** At any time during the term on or upon termination of this Agreement, upon Discloser's written request, Recipient must promptly return or, to the extent commercially and technically feasible, destroy all copies, whether in written, electronic, or other form or media, of Discloser's Confidential Information in its and its Representatives' possession and certify such destruction in writing. Recipient may retain one copy of any applicable documents and materials containing or based on Discloser's Confidential Information that Recipient is required to retain by applicable law, rule, regulation, legal process, or Recipient's automatic electronic archival system. Recipient will continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.
9. **No Obligation/Relationship.** This Agreement does not impose any obligation to proceed with any business transaction and does not create any agency or partnership relationship between the Parties.

Miscellaneous. This Agreement: (a) may not be amended, supplemented, modified, or waived, except by a written agreement signed by both Parties; (b) constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior and/or contemporaneous understandings and agreements, written or oral, with respect to such subject matter; and (c) is binding upon and inures to the benefit of the Parties and their respective heirs, successors, and assigns. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement may cause substantial and irreparable injury to Discloser, and in the event of any such breach, in addition to any other remedies available at law or equity, Discloser is entitled to seek specific performance and any other injunctive relief. The invalidity or unenforceability of any provision of this Agreement does not affect this Agreement's validity as a whole. Any failure to enforce a provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement is governed exclusively by, and will be construed in accordance with, the laws of the State of California, without regard to any conflicts of laws principles. The Parties will resolve all disputes or claims (including non-contractual disputes or claims) under this Agreement in the federal or state courts located in Los Angeles County, California, U.S.A. The Parties consent to the exclusive jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. All notices under this Agreement must be in writing, addressed to the respective Party at its address set forth herein (or to such other address such Party instructs by written notice), delivered (a) by certified or registered mail, return receipt requested, or (b) by personal delivery or by a prepaid commercially recognized courier, and are effective upon actual receipt. This Agreement may be executed and delivered in counterparts, including by electronic signature, which collectively constitute one instrument.