RETENTION AGREEMENT

WHEREAS, the Attorney General of the State of Mississippi has determined that Claims (the "Claims") should be investigated and brought, if necessary, against BYTEDANCE LTD. D/B/A TIKTOK, arising from harm inflicted on Mississippi children and young adults from their use of Bytedance's social media platforms; and

WHEREAS, the Attorney General has determined that the investigation, research, and litigation of the Claims, if necessary, may require the work of numerous lawyers, paralegals, and others who are familiar with the facts of this case; and

WHEREAS, the Attorney General has further determined that it is in the best interests of the State and its citizens that the State retain attorneys with significant litigation experience; and

WHEREAS, Nachawati Law Group, WH Law, and Davidson Bowie are experienced in such litigation and have consented to represent the State of Mississippi, in association with the Attorney General, respecting the Claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED on August 30, 2023 as follows:

1. The Office of the Attorney General hereby retains Nachawati Law Group, WH Law, and Davidson Bowie and their lawyers Philip Carlson, Brian McMath, David Slade, and John Davidson ("Law Firms") who are hereby designated as Special Assistant Attorneys General, to investigate, research, and prepare Claims, if necessary, for the Office of the Attorney General to file in any appropriate court or before any appropriate government agency.

2. The Attorney General does not relinquish her constitutional or statutory authority to settle this litigation on behalf of the State of Mississippi and its citizens, and the Law Firms shall timely apprise the Attorney General of all settlement offers. The Law Firms shall consult with the Attorney General and obtain her approval on all material matters pertinent to the Claims and any litigation arising therefrom; including whether and how to proceed with any litigation, which Claims to advance, what relief to seek, and whether on what terms to settle. The Attorney General shall cooperate with the Law Firms and use her best efforts to secure the cooperation of other State agencies. However, the Attorney General is not required to assign any member of her staff to pursue the Claims but may from time to time afford staff and other support services as the Attorney General deems appropriate, and the Law Firms shall keep the Attorney General and any designated staff member(s) fully informed on all matters pertaining to the Claims. The decision whether to appeal rests solely in the authority of the Attorney General, and the decision not to appeal an unfavorable decision, or a denial

of a monetary remedy, does not entitle outside counsel to recover from the State. Additional requirements are attached as Exhibit C.

3. The Attorney General and the Law Firms both recognize that the Claims present numerous factual and legal obstacles, and that no assurance of success on the Claims has or can be made.

4. The Attorney General shall maintain sole responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General's Director of Communications and shall be approved and authorized by the Attorney General. The Attorney General may require information and supporting documents from the Law Firms for preparation of a press release.

5. Notwithstanding potential difficulties, the Law Firms have agreed to represent the State on a fully contingent basis, and the Attorney General hereby agrees that the Law Firms will be compensated for monetary recoveries received by the State of Mississippi on the following basis:

A. **Recovery of Attorneys' Fees:** The sole contingency upon which the Law Firms shall be compensated is a monetary recovery in this litigation, whether by settlement or judgment. Any fee that the Law Firms wish to request shall be subject to the consent of the Attorney General and possibly the approval of the Court. The contingency fee shall in no way be based on any penalties or civil fines awarded or any amounts attributable to penalties or civil fines.

B. **Reasonable and Necessary Costs and Expenses:** The Law Firms shall advance all costs and expenses related to the Claims including those related to depositions or any other legal proceedings advised by the Law Firms to attend. The Attorney General will not pay any costs and expenses incurred in connection with the investigation and prosecution of the Claims. Recovery of any costs and expenses by the Law Firms is contingent upon a monetary recovery being obtained. Reasonable and necessary costs and expenses include, but are not limited to, those relating to court fees, travel, depositions, investigators, paralegals, computer research, experts, consultants, accounting, and the retention of additional temporary support counsel, as needed. Such costs and expenses shall be approved by the Attorney General and shall initially be borne entirely by the Law Firms, which may seek reimbursement from the Court from any gross recoveries secured through pursuit of the Claims.

C. **No Other Compensation:** The Law Firms shall receive no compensation or reimbursement other than as set out in this Retention Agreement. In the event that no monetary recovery is realized, the Law Firms shall receive no compensation or reimbursement.

D. **Right to Terminate:** The Attorney General has the right to terminate this Retention Agreement for any reason, with or without cause, by notifying Law Firms in writing of such termination. In the event of such termination, Law Firms shall, unless otherwise mutually agreed upon in writing, cease all services immediately. Upon termination of this Retention Agreement, Law Firms shall, subject to Law Firms' professional obligations, immediately transfer to the Attorney General, all information and associated work product prepared by Law Firms to the extent requested by the Attorney General. Should the Attorney General subsequently obtain a monetary remedy in the legal matter, the terminated Law Firms may seek a reasonable portion of the recovery, based on their percentage of work in the matter and the stage in litigation in which they represented the State. This fee shall not exceed half of the contingency fee the Law Firms would have obtained had they continued representation to settlement or judgment in favor of the State, based on the fee scale attached to the retention agreement.

E. With the approval of the Attorney General, the Law Firms may associate other attorneys at their own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferrable, nor are the Law Firms' commitments delegable without the express, written consent of the Attorney General.

F. The Law Firms and any other attorneys with which they associate shall, from the date hereof until not less than four (4) years after this litigation is determined, maintained detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of attorney services related to the Claims and shall follow applicable Attorney General retention policies. In addition, the Law Firms shall maintain detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of not greater than one-tenth ($1/10^{th}$) of an hour, and shall promptly provide these records to the Attorney General upon request.

Dated: 9/1/23

OFFICE OF THE ATTORNEY GENERAL
STATE OF MISSISSIPPI

By: _____
Tricia L. Beale, Esquire
Special Assistant Attorney General

Dated: 8/30/23

NACHAWATI LAW GROUP

By: _____
Brian E. McMath

Dated: 8/30/23

WH LAW

By: _____
David Slade

Dated: _____

DAVIDSON BOWIE

By: _____
John Davidson

Dated:_____ OFFICE OF THE ATTORNEY GENERAL
STATE OF MISSISSIPPI

By:_____
Tricia L. Beale, Esquire
Special Assistant Attorney General

Dated:_____ NACHAWATI LAW GROUP

By: _____
Brian E. McMath

Dated:_____ WH LAW

By: _____
David Slade

Dated: 8/30/23 DAVIDSON BOWIE

By: _____
John Davidson

EXHIBIT A

DETERMINATION OF NEED FOR CONTINGENCY FEE REPRESENTATION

The Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to investigate and potentially pursue Claims against BYTEDANCE LTD. D/B/A TIKTOK and its subsidiaries, which may have engaged in certain unlawful conduct, including, but not limited to, violations of Mississippi statutes and regulations pertaining to consumer protection, children's use of online platforms, public nuisance, product defect, and related causes of action. Use of outside counsel is necessary because sufficient and appropriate legal and financial resources do not exist within the Attorney General's office to handle the matter; the time and labor required necessitates the retention of outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel; and the skill requisite to perform the attorney services properly prohibit our office from being able to efficiently handle it in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations of the defendants, their operations, and the potential witnesses. Outside counsel has the amount and type of experience needed, having worked on a number of complex and similar cases.

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF MISSISSIPPI:

BY: _____
Tricia L. Beale
Special Assistant Attorney General

EXHIBIT B

1. Law Firm(s) will receive a contingency fee in the amount of:

a. Twenty percent (20%) of any recovery up to Ten Million Dollars ($10,000,000.00); plus
b. Fifteen percent (15%) of any portion of such recovery between Ten Million Dollars ($10,000,000.00) and Fifteen Million Dollars ($15,000,000); plus
c. Ten percent (10%) of any portion of such recovery between Fifteen Million Dollars ($15,000,000.00) and Twenty Million Dollars ($20,000,000.00); plus
d. Five percent (5%) of any portion of such recovery exceeding Twenty Million Dollars ($20,000,000.00).

2. The contingency fee shall not exceed an aggregate of Fifty Million Dollars ($50,000,000.00), exclusive of reasonable costs and expenses incurred in connection with the case, and irrespective of the number of lawsuits filed or the number of attorneys retained to achieve the recovery.

Exhibit C

Further Requirements

1. To prevent conflicts of interest and the integrity of the multi-state investigation, outside counsel shall not represent a class nor any local governments, including, but not limited to, counties, towns, cities, townships, schools, school corporations, and/or municipalities, in litigation resulting from an investigation into conduct by Social Media Platforms "SMPs" concerning Matters of Common Interest as referenced in the Common Interest Agreement circulated among the States.

2. Potential Future Conflicts.

   A. Outside counsel may represent other states with claims similar to the State of Mississippi's claims. At this time, the interests of the State and other states align. It, however, is possible that conflicts may arise in the future including: (2) Defendants offer to settle, but only if a certain number, or all, of the plaintiffs accept the proposed settlement; (3) certain plaintiffs disagree on questions of case management, such as whether to pursue particular legal theories or strategies.

   B. Outside counsel may share material information about the State's claims and negotiating positions with outside counsel's other states clients that fall within Paragraph 2 with the consent of the Attorney General. If any of the above conflicts of interest arise, the Attorney General consents to allow outside counsel to continue representing the State and their other clients but may ask outside counsel to recuse from representing the State in those specific issues where the State determines that those conflicts cannot be resolved and chooses not to waive the conflict of interest. If other types of conflicts arise, outside counsel will inform the Attorney General promptly and

work with her on how to best proceed in accordance with the applicable rules of professional conduct.

3. Outside counsel will maintain hourly billing records for purposes of obtaining reimbursement from any potential attorney fee fund in case there is a lodestar cross check.
4. Outside counsel's contingency fee will first be paid out of any potential multistate fee fund and any remainder left due will be distributed from Mississippi's monetary recovery allocation.
5. All pleadings, briefs, good faith letters, or other substantive letters must be reviewed by the Mississippi Attorney General's Office ("MSAGO") in advance of being filed or sent. Outside counsel will allow two weeks for final or near final drafts of pleadings and briefs to be reviewed and edited by MSAGO staff or as soon as practical if the court's time frame does not allow for such. Outside counsel may also need to allow for additional time for the assigned multistate committee to review and provide feedback.
6. Outside counsel will follow templates and stylistic protocols as provided by the State or multistate.
7. Settlement decisions and goals, including the focus on injunctive relief, is within the sole purview of the State.
8. Outside counsel is under the MSAGO attorneys' supervision as both attorney for and co-counsel to the MSAGO. The purpose of this relationship is to expand the capacity of the State's Consumer Protection Division.
9. Outside counsel is prohibited from speaking to the media regarding the retained matter.

10. Outside Counsel will adhere to the restrictions imposed by the Social Media Platforms Working Group Common Interest Agreement (and any addenda thereto), Everlaw Acknowledgement, and related Confidentiality Agreements.