

AMENDED Exhibit 448

PLAINTIFFS' OMNIBUS OPPOSITION TO DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT

Case No.: 4:22-md-03047-YGR

MDL No. 3047

In Re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation

EXHIBIT

15 TIKTOK EBENSTEIN 03/11/25 dv

exhibitsticker.com

2024-2025_TikTok_National PTA Sponsorship Agreement_Draft

SPONSORSHIP RENEWAL AGREEMENT

This Sponsorship Renewal Agreement (this "Agreement") is effective as of March 1, 2024 (the "Effective Date") by and between TikTok Inc. ("Sponsor" or "TikTok") and National Congress of Parents and Teachers ("Organizer" or "National PTA"). Any Exhibits and Schedules attached to this Agreement are incorporated into this Agreement by this reference.

1. Sponsorship. Organizer hereby engages Sponsor and Sponsor hereby accepts such engagement, each subject to the terms and conditions set forth in this Agreement, to support Organizer's purpose of promoting a culture of safety, privacy and security online for families (the "Purpose").

2. Fee; Invoice.

a. Fee. As the only consideration due to Organizer related to the Purpose, Sponsor will pay Organizer a total amount equal to Three Million dollars (\$3,000,000.00) (the "Fee").

b. General Operations Support. Three Hundred Thousand Dollars (\$300,000.00) from the total Fee may be recognized and allocated by National PTA as an unrestricted, unconditional contribution for immediate sustaining support and applied to the association's general operations.

c. Invoices. Organizer will invoice Sponsor for the total Fee in two equal installments of One Million Five Hundred Thousand Dollars (\$1,500,000.00) each. The first installment will be payable immediately upon execution by both parties of this Agreement. The other installment shall be paid by Sponsor to Organizer on January 1, 2025; each installment shall be payable by Sponsor upon receipt of an undisputed invoice accompanied by all required documentation.

3. Sponsorship Benefits. In consideration of Sponsor's payment of the Fee Organizer will provide Sponsor with the Sponsorship Benefits set forth in Schedule A.

4. Identification of Payee. Upon execution of this Agreement, Organizer will provide Sponsor with all required tax documentation ("Tax Documentation") to enable Sponsor to receive any tax related credits. Organizer will immediately notify Sponsor of any changes in its tax status and, as appropriate, and provide Sponsor with new Tax Documentation.

5. Taxes. All payments due to Organizer hereunder, are and shall be inclusive of all direct or indirect local, federal, state withholding or similar taxes, levies, and other governmental charges (collectively, "Taxes"), and Organizer shall be responsible for any and all Taxes (including any related penalties) resulting from any payments made hereunder. If Sponsor is required to deduct or withhold Taxes from any payments made to Organizer and remit such Taxes to the local taxing jurisdiction, then Sponsor shall have the right to withhold and remit such Taxes and pay to Organizer the remaining net amount after the Taxes have been withheld.

6. License.

1. Sponsor Marks. Sponsor grants to Organizer a non-exclusive, non-transferable, non-sublicensable right and license to use the Sponsor Marks solely as necessary to perform its obligations during the Term. "Sponsor Marks" means the trademarks and service marks identified in Schedule B.

2. Organizer Marks. Organizer grants to Sponsor a non-exclusive, non-transferable, non-sublicensable right and license to use the Organizer Marks during the Term in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and its social media accounts to identify and promote its association with and its status as a sponsor of Organizer. "Organizer Marks" means the trademarks and service marks identified in Schedule B.

3. Use of Marks. Each party will use the other party's Marks solely in accordance with the other party's trademark usage guidelines and quality control standards as they may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party will immediately remedy the use to the satisfaction of the other party or terminate such use. Each party will include in materials and communications that incorporate any of the other party's Marks such legal notice as the other party may specify in writing in advance with respect to each such material and communication. Neither party will use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, will inure solely to the benefit of such party, and each party will retain all right, title, and interest in and to its Marks.

4. Approvals. All materials and communications produced by or on behalf of a party pursuant to this Agreement that incorporate any of the other party's Marks will be subject to

the other party's written approval in accordance with this Section 6(d)1.d prior to any publication or public display, exhibition, or dissemination of such materials or communications. Approval will be for the use of the other party's marks or intellectual property but not any independent editorial content from the other party. Approval requests must be submitted in writing (e-mail suffices for this purpose). The party from whom approval is requested will use commercially reasonable efforts to respond in writing to the approval request within five business days after such party's receipt of the request. Failure to approve in writing the item or use as to which approval is requested within such five business day period will be deemed to be disapproval. Review or approval by a party of any item or use or the provision by such party of any comments or instructions relating thereto will not void, nullify, or constitute a waiver of any of the other party's indemnification obligations or other obligations pursuant to this Agreement.

7. Purpose Obligations. Organizer shall, at its sole cost and expense:

- a. create program, advertise, market, promote, produce, and manage its Purpose;
 - b. notify Sponsor immediately in writing of any planned or anticipated changes to its Purpose;
 - c. on a timely basis secure, and throughout the Term fully comply with, all licenses, permits, and approvals required by applicable law in connection with its Purpose; and
 - d. otherwise comply, and require its subcontractors to comply, with all applicable laws.
- h. Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9. Confidentiality. In connection with this Agreement, each party (a "Disclosing Party") may disclose or make available to the other party ("Receiving Party") non-public business, technical or financial information relating to the Disclosing Party or other information that is identified as confidential or that should reasonably be understood to be confidential, including the terms of this Agreement ("Confidential Information"). The Receiving Party will: (i) take reasonable precautions to protect such Confidential Information, and (ii) not use or disclose any such Confidential Information other than (A) as necessary to exercise its rights or perform its obligations under this Agreement and (B) to its employees and contractors that have a need to know Confidential Information and are subject to terms of confidentiality no less restrictive than those set forth herein. Confidential Information does not include information that the Receiving Party can corroborate clearly and convincingly in written records of Receiving Party (i) was in Receiving Party's lawful possession prior to the disclosure,; (ii) is discovered, created or independently developed by Receiving Party

without use of, or reference to, Disclosing Party's Confidential Information; and (iii) is or otherwise becomes known to Receiving Party without actual, implied or intended restriction on disclosure through the chain of possession. Additionally, a Receiving Party may disclose Confidential Information received from the Disclosing Party if it is required to do so pursuant to applicable law, rule, or regulation or an order of a court with competent jurisdiction; provided, however, Receiving Party gives Disclosing Party immediate written notice in advance, provides Disclosing Party with reasonable assistance in contesting such disclosure requirement (at Disclosing Party's expense) and limits any disclosure to the minimum extent required by such law or court order. The Receiving Party is responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, this Section 9.

10. Term and Termination.

1. Term. This Agreement shall commence on the Effective Date and shall continue until June 30, 2025 ("Term") unless terminated earlier as provided herein.

2. Termination. If a party (A) materially breaches this Agreement, (B) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (C) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (D) makes or seeks to make a general assignment for the benefit of its creditors; or (E) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material

portion of its property or business, the other party may terminate this Agreement upon two (2) days' notice, unless the breach is cured within the notice period. Either party may also terminate this Agreement if it determines that the other party's actions have resulted in material negative publicity which may diminish the good name or good will of the terminating party. The terminating party will allow the other party a written notice period of at least one month during which the parties will seek in good faith to resolve the concern. If the Agreement is terminated as set forth above during the Term of this Agreement, the Parties agree that Sponsor will only be obligated to pay a pro-rata portion of the Sponsorship Fee for the benefits received and/or committed until the date of termination.

3. Consequences of Termination. Upon termination of this Agreement, each party will immediately destroy all property and Confidential Information in their possession pertaining to the other party. In addition, all licenses granted hereunder will also terminate and each party shall immediately cease using the other party's Marks. In the event of termination by Sponsor pursuant to this Section 10, the parties will have no further obligations to each other, and, further, Organizer

shall not under any circumstances be compelled to make any refund of monies paid by Sponsor as part of this Agreement. Any right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

11. Indemnification.

a. Organizer will indemnify, defend, and hold harmless Sponsor and Sponsor's affiliates, and each of their respective/its officers, directors, employees, agents, successors, and assigns (each, a "Sponsor Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from any claim, suit, action, or proceeding (each, an "Action") arising out of or related to: (i) the Event, including Organizer's advertising, marketing, or promotion of the Event, the Organizer Marks and Event Materials; (ii) any use, presentation, display, or distribution of materials presented, distributed, or otherwise provided by Sponsor in connection with the Purpose in a manner not expressly permitted by this Agreement; or (iii) Organizer's breach of any representation, warranty, covenant, or obligation of Organizer under this Agreement.

b. Sponsor will indemnify, defend, and hold harmless Organizer and Organizer's affiliates, and each of their respective/its officers, directors, employees, agents, successors, and assigns (each, an "Organizer Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"), resulting from any claim, suit, action, or proceeding (each, an "Action") arising out of or related to: (i) the Event, including Sponsor's advertising, marketing, or promotion of the Event, the Sponsor Marks and Event Materials; (ii) any use, presentation, display, or distribution of materials presented, distributed, or otherwise provided by Sponsor in connection with the Purpose in a manner not expressly permitted by this Agreement; or (iii) Sponsor's breach of any representation, warranty, covenant, or obligation of Sponsor under this Agreement.

c. Sponsor shall promptly notify Organizer of any Losses, and upon request, provide reasonable assistance to Organizer. Organizer will not enter into any settlement or compromise related thereto that contains an admission on the part of Sponsor or Sponsor's affiliates without the prior written consent of Sponsor.

12. Assignment. This Agreement is personal to Organizer, and Organizer shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of Sponsor. Any attempt to do so shall be void.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section 14:

If to Sponsor:	TikTok Inc. 5800 Bristol Parkway Culver City, CA 90230 Email: [REDACTED]@tiktok.com Attention: Eric Ebenstein With a copy to: legal@TikTok.com
If to Organizer:	National PTA 1250 N. Pitt Street Alexandria, VA 22314 Email: [REDACTED]@pta.org Attention: [REDACTED]

Notices sent in accordance with this Section 13 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the tenth (10th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14. Governing Law; Venue. The terms in this Agreement are governed by, and any dispute arising hereunder will be determined in accordance with, the laws of the state of California, without giving effect to any conflict of laws principles. Any disputes related to or

arising from this Agreement must be brought exclusively in the courts in Los Angeles, California.

15. Compliance with Law.

a. Anti Corruption. Each party agrees that it will comply, and it will require that anyone acting on its behalf comply, with all applicable anti-corruption laws and rules. Notwithstanding any other provision of this Agreement, each party understands and agrees that this Agreement may be terminated if it or anyone acting on its behalf fails to comply with this provision.

b. Trade Control. Each party will comply with all applicable economic and financial sanctions and trade embargoes, including those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**") or the U.S. Department of State ("**Sanctions**"). Without limiting the foregoing, each party represents, warrants and undertakes that: (i) neither it nor any of its officers, directors, or controlling shareholders, nor to its knowledge, any of its agents or employees, is a person (A) whose property or interest in property is blocked by any Sanctions, (B) operating, organized, or resident in a country or territory that is the target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea region, as amended by OFAC from time to time) ("**Sanctioned Countries**"), or (C) owned or controlled by any such person (collectively, "**Sanctioned Persons**"); and (ii) each party will not, in connection with its activities involving the other party or this Agreement, conduct any activities (A) to, from, or through (either directly or indirectly) a Sanctioned Country or Sanctioned Person in violation of Sanctions applicable to any party to this Agreement, (B) without first obtaining all governmental approvals and making all notifications that may be required under applicable Sanctions, or (C) that cause the other party to violate any applicable Sanctions.

16. Counterparts. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

17. Independent contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. Publicity. Each party will have the right to issue press releases publicizing its involvement in the promotional initiatives under this Agreement. Each such release will be subject to the prior written approval of the other party in accordance with Section 6.

19. Entire Agreement. This Agreement and the Exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporaneous understandings and agreements, whether oral or written, relating such subject matter hereof. For the avoidance of doubt, this Agreement shall also supersede any agreement between the parties relating to the subject matter hereof and entered into after the Effective Date, including any clickwrap, clickthrough, browsewrap, EULA, or other documents stipulating additional or different terms. Any amendment to this Agreement shall be effective only if in writing and signed by both parties.

20. Force Majeure. Organizer shall make every effort to ensure that each scheduled event as outlined in this scope of work takes place as scheduled and as planned; however, Sponsor acknowledges that an event or events may be necessarily delayed or canceled due to circumstances beyond National PTA's control (i.e., Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions; war, acts of terrorism; acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations; strikes and labor disputes; etc.). In such circumstances, National PTA and Sponsor shall agree on how to adjust the plans accordingly, which may include pivoting to an online/virtual program or event alternative. Sponsor agrees that an online/virtual event, if deemed necessary and unavoidable, that reasonably conforms to the planned agenda and has sufficient participation, will meet the criteria for hosting that specific event and can be counted toward the total number of events to be produced by Organizer as outlined in this scope of work.

21. PTA Public Policy and Lobbying Guidelines. Both parties affirm in this Section the shared understanding that the PTA shall be noncommercial, nonsectarian, and nonpartisan. Further, Sponsor acknowledges and affirms that the name of the PTA or the names of any members in their official capacities shall not be used to endorse or promote a commercial concern or in connection with any partisan interest for any purpose not appropriately related to promotion of the purposes of Organizer. The PTA shall not, directly or indirectly, participate or intervene (in any way, including the publishing or distributing of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office; or devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise. Sponsor and Organizer acknowledge that the parties will retain their full independence and separate authorities over their respective public policy agendas, lobbying, and related government-facing activities.

22. Miscellaneous. Neither party may assign or delegate this Agreement without the other party's prior written consent, except that either party may assign this Agreement to a

parent or affiliate or in a merger, acquisition, or sale of all or substantially all of its assets. This Agreement will be binding on and inure to the benefit of the parties and their respective successors, assigns, heirs and legal representatives. If any provision, section or subsection of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication will not affect the validity of the remainder of this Agreement, including any other provisions, section or subsection. The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. No waiver by either party hereto of any rights under this Agreement in any particular instance will act to preclude such party from exercising those rights in any other instance.

BY SIGNING BELOW, BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

National Congress of Parents and Teachers	TikTok Inc.
Signature:	Signature:
Name:	Name:
Address: 1250 N. Pitt Street, Alexandria, VA 22314	Address: 5800 Bristol Parkway, Culver City, CA 90230

SCHEDULE A: Scope of Work

Subject to adjustment by mutual written agreement during the Term

1. **General.**

1.1 Throughout the Term, Organizer will feature Sponsor on the “sponsors and partners” acknowledgment web page within the PTA website and link back to TikTok’s designated web page.

1.2 Sponsor will be designated an official Proud National PTA Sponsor, with controlled non-exclusive license/rights to PTA name/marks. Sponsor will publish the standard disclosure language (“National PTA does not endorse any commercial entity, product, or service. No endorsement is implied.”) in any instance in which the PTA logo appears on the

same page/material as a sales claim, ad, promotion, inducement to purchase, or any instance deemed required by Organizer to provide clarity of the relationship and avoid implication of endorsement.

1.3 Organizer will maintain its verified TikTok channel during the Term and upload original, new content relating to Organizer's programming, purpose, and audience during the Term. Organizer shall have sole discretion over the frequency, timing, and content, and does not require pre-approval for such content from Sponsor.

2. **PTA Connected Initiative.**

2.1 Sponsor will be designated as an official Supporting Sponsor of the *PTA Connected* Initiative and appear on appropriate section of the PTA website (*PTA Connected*), with formal supporting sponsor recognition language and a provided TikTok logo with clickable link to TikTok designated web page. Sponsor will be able to supply relevant content for inclusion in this section. Organizer may establish reasonable specifications regarding the maximum amount of sponsored content (e.g., word count, number of embedded videos, number of sections, etc.) and Sponsor will adhere to these specifications.

2.2 Organizer will provide timely insights, feedback, and guidance from PTA stakeholders in response to, or in review of, TikTok-created educational resources for families to help promote better understanding of TikTok safety and wellness features.

2.3 Organizer and Sponsor will collaborate on messaging and materials that can help PTA leaders advocate for best practices and industry-wide improvements regarding safety and security for youth online.

2.4 Sponsor will have the opportunity to participate in Organizer-led activations for *PTA Connected* via the 2024 and 2025 National PTA Conventions and 2025 Safer Internet Day. These activations may include (but are not limited to) Sponsor participation in speaking events (with invitation and approval by PTA), interviews, member-only meetings and briefings, focus groups, and social media amplification.

2.5 Organizer will assess, update as needed, and disseminate program facilitation materials (toolkit) for PTAs to host grant-supported *PTA Connected: Create with Kindness* family online safety programming (made possible by Sponsor and with TikTok co-branding) in their community. Organizer will continue to offer multiple program models (e.g., in-person, at-home) to help reach and serve the widest possible audience. The *Create with Kindness* slide deck, facilitator's guide, and key elements will be co-branded and have a distinct look-and-feel to the program, while the "wraparound" support materials (e.g., checklists, letters, etc.) will conform to PTA's standardized look-and-feel.

3. **PTA Connected Grant.**

a. Organizer will award funds to PTAs in the field, using monies from this Agreement, for *PTA Connected: Create with Kindness* program grants made possible by Sponsor.

b. Each grant recipient will agree to meet certain obligations, including the use of the *PTA Connected: Create with Kindness* program toolkit, as provided by Organizer and approved by Sponsor, in deploying their local/community program and to provide required feedback and insights about their program, including number of participants, within a prescribed reporting period. Organizer may opt to use incentives to encourage grantees' compliance with reporting deadlines.

Commented [1]: Can we get a quote from grant recipients that we can use in future comms (newsroom posts, social, etc)?

Commented [2]: And/or see if they're willing to speak to press about their experience?

c. Organizer may determine and adjust the split of grant funding (targeting at least 10% of the total contribution from Sponsor) between state, district/council/region and local PTAs during the planning process. Organizer will determine the appropriate amount of funds to award to each grant recipient.

3.3 Organizer will create and deploy grant RFP, program administration, evaluation, and reporting (including sharing a formal report to Sponsor). Sponsor may specify some of the eligibility criteria (e.g., preferred geography) that informs the final recipient list.

* PTA-affiliated high school campuses with demonstrated need (i.e., Title I and/or high percent of free and reduced lunch) will have priority for any local PTA funds awarded. National PTA may award 50% or more of the available local PTA fund disbursements, up to the full 100%, to Title I school affiliated PTAs. *Subject to applications.*

d. Organizer will facilitate an outreach campaign targeting high school PTSAs informing them of available funding for the 2024-2025 school year and encouraging them to apply for PTA grants, to help spur applications for the *PTA Connected: Create with Kindness* program.

e. Organizer will provide Sponsor with a list of grantees (PTA Name, City/State) and their planned event dates and times for Sponsor's awareness and local/regional/national PR support/amplification.

. Sponsor acknowledges that event dates are subject to change for reasons beyond the control of grantees. Organizer will strive to provide timely updates to Sponsor when a grantee notifies Organizer of a date change.

. To ensure a streamlined and consistent process, representatives of the Sponsor who express interest and availability to "volunteer" and/or otherwise support a specific grantee's event will be connected to the local PTA (grantee) by way of Organizer; Sponsor will not contact local PTAs (grantees) directly.

f. Organizer will offer ongoing training and 1:1 support as needed for grant recipients to help ensure successful program deployments.

g. In addition to the grant funding, Organizer will produce and provide a promotional toolkit to each grantee. This kit will contain physical co-branded promotional materials (e.g., lawn signs, banners, fliers, stickers, etc.); this supplemental support will be available to all participating grantees hosting a *PTA Connected: Create with Kindness* event in the 24-25 cohort.

Commented [3]: Perhaps a specific action/event localized to the award

[JIAYI] 2024-02-21 01:27:08

The co-branded promotional materials will be designed by National PTA using the visual identity for *PTA Connected: Create with Kindness*, and Sponsor will have the opportunity to review and approve all the materials prior to them being finalized.

Organizer will make the co-branded promotional materials available through its existing merchandising vendor to help streamline the process for grantees.

4. **PTA Connected "State Champions" Program.**

4.1 Organizer will sustain the *PTA Connected* "State Champions" (field ambassador) Program, using monies from this Agreement to support at least five (5) such individuals in key states. These *PTA Connected* State Champions will be extensively trained by Organizer on the *PTA Connected* initiative, to include the Create with Kindness program and the key talking points related to the alliance with Sponsor.

Commented [4]: Suggested/informed by the sponsor

[JIAYI] 2024-02-21 01:27:40

4.2 At appropriate intervals as identified by Organizer, Sponsor will have the opportunity to participate in two-way dialogue with the cohort of State Champions relating to the Sponsor-supported PTA programming and broader themes of digital wellbeing and youth safety.

4.3 Each State Champion will be required to deliver an educational workshop at one or more field events/trainings in their designated territory and be the in-state advocate/liaison for *PTA Connected*, and act as a real-time conduit for relevant information and news, as well as promote the *PTA Connected* grants and sponsored programming in the field, including Create with Kindness.

Commented [5]: Same here -- can we get quotes / participation with media engagement when appropriate

5. **PTA Thought Leader Convening.**

a. A representative of TikTok will be invited to attend the invitation-only PTA Thought Leader Convening on March 7, 2024, for the purpose of exploring PTA's role, positioning and future programming on themes around digital safety and youth mental wellness.

b. Organizer will engage and invite thought leaders, VIPs, and stakeholders from public and private sectors (w/strategic media engagement) for the convening. Other PTA sponsors will also participate.

6. **TikTok-PTA Briefings/Events.**

Commented [6]: Hill event.

6.1 Sponsor and Organizer will coordinate and co-host up to two (2) virtual VIP Events (exclusive) for all state PTA presidents and presidents-elect. Sponsor will deliver up to a one-hour presentation during the VIP Event with opening and closing presented by Organizer. Organizer shall handle all aspects of coordinating and hosting each event, including but not limited to: invitations, RSVPs, video conferencing platform, etc. Each event shall be scheduled by mutual agreement, and with at least 45 days' notice to allow for planning and recruiting.

7. **TikTok Safety & Wellbeing Content/Materials.**

3. Organizer shall participate in a consultative review of educational/informational content, resources, etc., created by Sponsor pertaining to Family Pairing (and other relevant safety features and safety tools available through TikTok) intended for PTA-affiliated audiences. On a case-by-case basis, Organizer and Sponsor will mutually determine whether PTA co-branding on the content/material is appropriate and how the co-branding may appear (final authority regarding use and positioning of PTA brand remains with Organizer; Organizer will not unreasonably withhold permission). Once this material is finalized, Organizer will update Sponsor's dedicated web page on pta.org.

· Organizer and Sponsor will review, and update/republish as needed, the *Parents' Guide to TikTok* as part of this scope. Organizer will conduct consultative review and make recommendations, and Sponsor will revise the content/layout.

Commented [7]: Think we need to revisit the broader guide but also develop something shorter/more concise
[THUMBSUP] 2024-02-21 02:36:10

8. **TikTok-PTA Events.**

3. Community-Level/Campus Marquee Events (5).

· As special activations associated with the *PTA Connected: Create with Kindness* program, National PTA will produce up to five (5) marquee community-level/campus events exclusively with TikTok as official sponsor and co-host, to be held in locations within the contiguous United States selected by National PTA with input from TikTok.

· The goal of each marquee event is to deepen understanding of digital safety best practices for teens and families generally, and on TikTok specifically; promote use of relevant safety features and tools (e.g., Family Pairing); and provide a moderated forum for two-way dialogue between key stakeholders (PTA audience)

and TikTok to address challenges and timely concerns.

- Event Agenda/Run of Show will be determined by PTA with input from TikTok; each event will include an opportunity for TikTok to formally address the audience and deliver an educational presentation that can include timely updates about TikTok safety features/settings relevant to families. Each event shall feature either a teen speaker or teen panel comprised of students from the local campus (selected to participate by the grantee and prepared by Organizer for this speaking role).

- The hosting local PTA, in collaboration with the applicable state PTA and National PTA, will lead planning and production of the event, and will coordinate vendors and services as needed (i.e., venue, food/beverage, event décor/signage, room setup including A/V, event marketing, etc.).

- National PTA will dispatch staff and volunteer leaders as appropriate to support onsite success of these marquee events.

- The hosting local PTA, in collaboration with the applicable state PTA and National PTA, will recruit participants and manage RSVPs, any incentives, and pre- and post-event correspondence with registrants (to include pre-approved messages/content from TikTok).

- The hosting local PTA, with support from National PTA as needed, will invite pre-determined special guests ("VIPs") to attend, and create opportunity within event schedule for VIPs to greet the audience. The parties agree to discuss all prospective invitations before they are issued to public officials due to sensitivities around candidates actively running for elected positions and rules (or protocols) that either party or the local grantee may be subject to with regard to the presence and participation of such individuals at a Sponsor funded PTA event.

- National PTA will manage media releases for the participants and supply Sponsor with photos for promotional use.

- Organizer and Sponsor shall seek to align on the timing of these marquee events, pending availability of desired local hosts and venues.

Commented [8]: Not sure we need to write this in, but I'd like for us to own media outreach to local media but can work closely with National PTA and local chapters to make sure they're good w/ copy. We can lean on local chapters to help us ID the right reporters in addition to who we want to reach out to. Can we also get quotes for future comms?

c. TikTok-Branded Swag (In-Kind Contribution).

Sponsor will produce and deliver at least two different TikTok-branded "swag" items (e.g., apparel, notebooks and pens, pins, tumblers/cups, etc.) plus a TikTok-branded bag (type/style of bag is solely at Sponsor's discretion; Sponsor will supply a bag large enough to hold the provided swag items) in bulk quantities to addressees specified by Organizer, for distribution to the anticipated number of participants for each event executed as part of this Agreement (i.e., community level marquee events and state conventions). Swag items will arrive to each addressee uncollated; the hosting PTA will be expected to collate the items into the provided bags prior to the event and distribute the bags onsite at the event to all participants.

9. **PR/Media and PTA Storytelling.**

a. Organizer will make a National PTA spokesperson available to provide positive but non-endorsing quotes or statements regarding TikTok's sponsorship of PTA, regarding *PTA Connected* and related activities/educational themes tied to this scope.

When Sponsor has an update that directly relates to improvements in digital wellbeing and youth safety, Organizer may supply an affirming, non-endorsing quote attributable to a National PTA spokesperson, subject to PTA's guidelines for participating in sponsor or other external collaborator media. At no time shall PTA be the only entity quoted by TikTok in a commercial product/service-related announcement. Organizer requires advance opportunity, under embargo or NDA as needed, to review the entire planned post, release, announcement/statement, etc., to ensure PTA's supplied quote is worded appropriately for the larger context.

In instances where Organizer is contacted directly by reporters/media with inquiries relating to Sponsor, Organizer will inform Sponsor of such inquiries and what response, if any, Organizer deems (or deemed) appropriate. Organizer retains its independence and authority in determining its response to direct press inquiries; further, Sponsor acknowledges that Organizer cannot dictate or control the statements of state, regional, or local PTAs in their own responses to direct press inquiries.

b. Organizer will feature the *Create with Kindness* program grant recipients as part of a comprehensive press release announcing all 24-25 program grantees.

Commented [9]: @Eric Ebenstein why not?

Commented [10]: This came up last year -- it's a policy they have across all partners, but agree it's not ideal since we don't always have another partner for announcements, esp if it's a PTA specific story

[THUMBSUP] 2024-02-21 01:45:12

Commented [11]: Wonder if this changes if their quote is not tied to product/service related announcement (ie. We may have a multi part announcement with product updates + how we're reaching families via PTA work) will they be open to providing comment on the PTA bit?

[THUMBSUP] 2024-02-21 01:45:18

Commented [12]: Any more info on where they'll publish the release / how they'll amplify? Can we review the release in advance?

c. Organizer will prepare a tailored media advisory for each marquee event and actively support the co-hosting PTAs on local/regional media outreach and engagement, with participation of Sponsor.

Commented [13]: Can we review? Understand where it will be sent/published?

d. Organizer (and associated state, regional, and local PTAs as appropriate) will participate in preparation sessions for any TikTok-led media outreach efforts tied to the events, convenings, and other timely activities associated with this scope of work.

e. Organizer and Sponsor will collaborate to produce talking points and briefing documents to prepare any PTA spokespersons and presenters as needed.

f. Organizer will write and publish a series of at least ten (10) positive #HowWePTA TikTok-supported grantee and/or marquee event stories on a scheduled basis during the funded Term. Sponsor will have a preview of these stories before they are finalized and published; each story will spotlight TikTok's support of *PTA Connected* and the specific activities being highlighted. These stories will be published on PTA's website and shared across PTA's social channels.

g. Organizer will develop and deploy a year-long communications plan for the *PTA Connected* initiative with specific call-outs for Sponsor; to include highlights for *Create with Kindness* program and grants, related resources (e.g., *Parents Guide to TikTok*), and Sponsor-supported activities as outlined in the scope. Organizer will track and report these PTA-coordinated communications.

Commented [14]: Sponsor to work with pta on public facing announcements – strategy to amplify comms
[REDACTED] [JIAYI] 2024-02-21 01:49:06

h. Upon invitation, Organizer will strive to participate in an official capacity in TikTok-hosted media and publicity in-person events with reasonable notice and adequate preparation. (These are not marquee events or grant-supported program events coordinated by Organizer; these are events convened by Sponsor at which Organizer is an invited guest or featured "partner/presenter.") For such Sponsor-hosted media and publicity events requiring travel and lodging for Organizer to attend/participate, Sponsor will cover the travel and lodging for up to two PTA representatives (i.e., one spokesperson/presenter and one supporting staff). In such instances, Sponsor may pre-set maximum allowances for such reimbursements or otherwise stipulate requirements (such as a preferred hotel) for Organizer.

Commented [15]: + third party events? Thinking Brand Safety Summit in NYC where we had a fireside chat with [REDACTED] and the PTA Connected rep

10. **TikTok-Supplied Content/Placements in PTA Communications.** Sponsor will have the opportunity to share informative branded content in the following PTA communications. Sponsor shall not use these assets for commercial sales purposes. Sponsor will determine scheduling of each asset based on available dates provided by

Organizer. Standard policy is that an advertising asset must be scheduled at least three weeks in advance of deployment, based on availability, and final approved content must be provided at least two weeks in advance of deployment, or the asset may be rescheduled at the discretion of Organizer. Any unused assets described in this section expire at the end of the Term.

a. Organizer will provide an allotment of communications assets for Sponsor to utilize for sponsored content, advertisements, etc., on PTA channels to include:

1. Twelve (12) postings for PTA to send out via PTA's Twitter ["X"] handle and Twelve (12) postings for PTA to publish via PTA's Facebook page;
2. Ten (10) PTA e-newsletters to run a short, sponsored message (sentence with hyperlink);
3. One (1) editorial article authored by Sponsor of approximately 400 words on a relevant theme to be posted to the online Our Children magazine, (if Sponsor chooses, this article may be replaced with an alternate benefit: four (4) months of a sidebar display ad, hyperlinked to a designated page by Sponsor, on a page within PTA.org.)

ii. **Evaluation, Tracking, and Reporting.**

a. Organizer shall designate a Relationship Manager and Stewardship/Fulfillment Manager to lead the implementation of this scope of work in coordination with Sponsor.

b. Organizer will coordinate standing calls/meetings with Sponsor representatives on a regular cadence for joint planning purposes. Anticipated monthly, Organizer will provide Sponsor with a brief update on the status and/or progress-to-date of the end goals for the key metrics and key deliverables.

Key Metrics.

- * Targeted # of total *Create with Kindness* grant-supported events: 100 or more
- * Targeted # of total (combined event type) participants: 10,000 or more
- * Targeted # of people reached through outreach and promotional activities: 2,500,000+

Key Deliverables.

- * Updated *Create with Kindness* program/toolkit
- * Create with Kindness grants to the field (no less than 10% of total contribution from Sponsor)

- * Up to Five (5) community level/campus marquee events
- * Up to Five (5) state events
- * Up to Two (2) Leadership Briefings
- * Up to Ten (10) #HowWePTA stories showing *Create with Kindness* grant events

c. Organizer shall collect feedback from *Create with Kindness* grantees as well as state, regional, and local PTA co-hosts of the marquee events, and evaluate lessons learned, successes, and opportunities. Organizer will share high-level feedback and key insights with Sponsor.

d. Organizer shall prepare a comprehensive fulfillment report for Sponsor due at the end of the Term that demonstrates adherence to the scope of work. This document will include a wrap-up of all major events, activities, earned media, achievements, etc., and include metrics tracked by Organizer during the Term and other performance information.

SCHEDULE B

MARKS

Sponsor Marks

COLOR			
SIMPLIFIED			
COLOR			
SIMPLIFIED			

Organizer Marks



National PTA will provide creative/style guidance and related direction regarding logo use and placement as part of the stewardship of this agreement. In instances deemed necessary by National PTA upon review of proposed logo use by Sponsor, Sponsor will be obligated to apply PTA's standard disclosure within the layout featuring PTA's logo/marks as a footnote or comment ("National PTA does not endorse any commercial entity, product, or service. No endorsement is implied.").

DOCUMENT METADATA

Bates Number: TIKTOK3047MDL-055-LARK-00624480-TIKTOK3047MDL-055-LARK-00624500

BEGATTACH: TIKTOK3047MDL-021-LARK-00008823

ENDATTACH: TIKTOK3047MDL-055-LARK-00624500

Attachment Count: 0

PRODVOL: MDL-055

Custodian: EBENSTEIN, ERIC

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