

ANNEX II

Letter of Commitment

To: Beijing Organising Committee for the 2022 Olympic and Paralympic Winter Games (Hereinafter referred to as “Beijing 2022”):

Having fully read, understood, and voluntarily accepting the requirements of the documents for Official Film Youth Filmmaker Global Recruitment Program of the Beijing 2022 Winter Olympic Games" (hereinafter referred to as the “Recruitment”) as well as all annexes/appendices thereof, I (hereinafter referred to as the “Applicant”) signing this “Letter of Commitment” voluntarily undertakes, and warrants to Beijing 2022, as follows:

Article 1 By executing this “Letter of Commitment”, the Applicant is willing, and expressly agrees, to voluntarily participate in the Recruitment as an Applicant, to comply with all the requirements of the Recruitment and to submit corresponding Submitted Work.

Article 2 With respect to his/her/its participation in the Recruitment, the Applicant hereby voluntarily makes the following warranties and commitments to Beijing 2022:

1. The Applicant is the right holder of the Submitted Work or has obtained the permission from all relevant right holders to submit the Submitted Work in participation in the Recruitment.

2. The Applicant has read in detail, fully understood and agreed to the documents for Official Film of the Olympic Winter Games Beijing 2022 Global Recruitment Documents for Yong Filmmakers and all annexes/appendices thereof (hereinafter referred to as "Recruitment Documents"), and undertakes and warrants to fully comply with (without any objection) all relevant arrangements and requirements (including but

not limited to those listed in the Recruitment Documents)by Beijing 2022, now existing or future, in relation to the Recruitment.

3. The Applicant warrants that the Applicant and his/her/its relative shall keep confidential any information of confidential nature about Beijing 2022, the IOC, IOC Affiliates, the IPC, the COC, the IPC and/or the Beijing 2022 Winter Olympics and the Winter Paralympic Games, of which they become aware during the Recruitment.

4. The Applicant warrants that the Applicant and his/her/its relative will not make commercial publicity of the Recruitment at any time, any place or in any manner, and will not express or imply any connection between the Applicant and the Beijing 2022, the Beijing 2022 Winter Olympics and the Winter Paralympic Games, the IOC, the IPC, the COC or the CPC. Without the written consent of Beijing 2022, the IOC or the IPC, the Applicant shall not, in any way, use or authorise the use of any “Olympic Properties” (as defined by the Olympic Charter and regularly updated) or “Paralympic Properties” (as defined by the Paralympic Games Guide and regularly updated), including without limitation the Olympic and/or Paralympic symbol, emblem(s) such as Olympic Games and/or Paralympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) or other designation(s).

5. All expenses and expenditures incurred by the Applicant in participating in this Recruitment shall be borne by the Applicant, unless otherwise agreed with Beijing 2022.

6. The Applicant represents and warrants that he/she/it has the capacity for civil rights and conduct to participate in Recruitment. The Applicant represents and warrants that any and all stamps and signatures as well as any and all documents submitted by the Applicant in this Recruitment are true, legal, valid and binding on the Applicant.

7. The Applicant shall respect any and all comments and decisions on

the Submitted Work from the official film chief director, expert panel, judges and experts of the Beijing 2022 Winter Olympics Official Film, as well as Beijing 2022 and the IOC.

8. The Applicant shall at all times respect the dignity and honor of the IOC, the IPC and Beijing 2022, and shall not exercise any rights (including but not limited to refraining from exercising such personal rights) which may undermine the rights, image, reputation or reputation of the IOC, the IPC and Beijing 2022.

Article 3 The Applicant hereby warrants and undertakes to Beijing 2022 voluntarily with respect to the use of the intellectual property and other rights and interests in the Submitted Work as follows:

1. The Applicant undertakes that the Submitted Work submitted to the Recruitment Office (including any works submitted by the Applicant at any time, including but not limited to the entire works, parts of the works, the same hereinafter) is original. The Applicant warrants that the creation and production of the Submitted Work will not violate any agreement or infringe any right (including but not limit to non-infringement upon the right of the owner of the production software) and that neither the Submitted Work nor the use of the Submitted Work by Beijing 2022 (including any third party recognized by Beijing 2022) is subject to any infringement, breach of contract or any other illegal or improper circumstances.

2. The Applicant warrants that, prior to the expiration of the Recruitment, it has not used or authorized any third party other than Beijing 2022 to use or develop the Submitted Work in any form throughout the world.

3. Whether the Submitted Work wins a prize or not, the Applicant guarantee the Applicant and the authorized party/transferee of the Applicant, when using the Submitted Work after the Recruitment, shall

neither establish any false or unauthorized association (whether direct or indirect) between the Applicant and the Beijing 2022 Olympic and the Paralympic Winter Games, Beijing 2022, the IOC, the IPC, the COC or the NPCC in any circumstances, nor cause any confusion or misunderstanding with Beijing 2022 Olympic and the Paralympic Winter Games, Beijing 2022, the IOC, the IPC or their activities.

4. The Applicant understands and agrees, and ensures that the other right holders (if any) of the Submitted Work agree, Recruitment Office and Beijing 2022, IOC and IPC shall have the right to, according to selection arrangement based on this Recruitment, use Submitted Work free of charge for the purpose of recruitment and selection within the scope of judges and experts engaged in the Recruitment.

The Applicant confirms that Beijing 2022's (including third parties recognized by Beijing 2022) use of the Submitted Work shall not infringe any copyright personal right (including, without limitation, right of publication) and other rights of any and all right holders.

Article 4 The Applicant voluntarily undertakes to be held accountable and liable for any and all acts of the Applicant, the Applicant's relative in violation of this "Letter of Commitment" as follows:

1. If the Applicant and/or the Applicant's relative fail to fulfil relevant commitments under this "Letter of Commitment" or violate any of the commitments under this "Letter of Commitment", and fail to take effective remedial measures within 10 days since the date of the written notice requesting correction within a time limit from Beijing 2022, then Beijing 2022 shall be entitled to disqualify the Submitted Work from the Applicant. The Applicant undertakes to compensate in full for all losses caused to the Beijing 2022 due to the Applicant's failure to fulfil its commitments or breach of commitments ("all losses" shall include but not limited to reputation losses, direct economic losses and Beijing 2022'

liabilities to a third party).

2.If the Submitted Work from the Applicant or the use of the Submitted Work by the Beijing 2022 in any form causes the Beijing 2022 to face or suffer any third-party claim, complaint, litigation, arbitration, etc. or suffer any direct or indirect reputational or economic loss, whether or not the Applicant is at fault, the Applicant shall take sufficient and appropriate measures at its own expenses and in accordance with the requirements of the Beijing 2022, so as to ensure that the use of the Submitted Work by the Beijing 2022 is not affected by the above third party actions. The Applicant should also compensate the Beijing 2022 for all the losses caused thereby.

Article 5 This “Letter of Commitment” shall be governed by and construed in accordance with the laws and regulations of the People’s Republic of China.

Article 6 This “Letter of Commitment” shall take effect immediately when it is signed by the Applicant, and may not be withdrawn or revoked for any reason without the written consent of Beijing 2022.

Signature by the Applicant (completed by natural person):

Date: (DD /MM/YYYY)