

Solicitation Document for Creative Designing Proposal of the Opening Ceremony of the Beijing 2022 Olympic Winter Game

(October 15th, 2018)

Part 1 Introduction

The Opening Ceremony of the XXIV Olympic Winter Games (hereinafter referred to as “the Opening Ceremony”) will be held in 2022 at the Beijing National Stadium in China. By then, billions of audiences around the world will watch and get to know the Opening Ceremony on site or via TV/ internet broadcast and numerous other media.

In order to widely mobilize all sectors of the society to participate in the preparations for the Olympic Winter Games Beijing 2022, and gather the wisdom of all parties and the power of all groups, Beijing Organizing Committee for the 2022 Olympic and Paralympic Winter Games (hereinafter referred to as the "Beijing 2022") hereby openly invites the submission of creative designing proposal of the Opening Ceremony (hereinafter referred to as “the Collection Campaign”).

Part 2 Instructions for the Participant

1. Qualification of the Participant

With extensive experience in engaging domestic or foreign large-scale cultural and sports activities, any willing natural person, legal person, or other organization (hereinafter referred to as the "Participant") who meets the requirements of the Collection Campaign may participate in the Collection Campaign.

2. General Requirements

The creative designing proposal of the Opening Ceremony shall fully embody the vision of the Olympic Winter Games Beijing and the Olympic Spirit, fully

demonstrate the inheritance and development of the splendid culture of the Chinese nation, fully reflect the historical achievements and reforms made by the party and the nation in the new era, and establish image of China as a responsible great nation on the international stage. In general style, the creative designing proposal shall be able to build a solemn, warm, cheerful, and friendly celebration atmosphere for the Olympic Winter Games, as well as be able to show the characteristics of ice and snow sports. In forms of artistic presentation, the creative designing proposal shall be able to focus on innovation and pay attention to the use of high-technology methods, thereby making the Opening Ceremony shall demonstrate both the image of contemporary China and the appealing features of the Winter Olympics, and leave a beautiful Olympic memory to the world.

Part 3 The Composition and Related Requirements of the Proposal

The Participant shall submit the Proposal in accordance with the requirements of this Document. The Proposal shall contain the following four complete and inseparable parts.

1. General Introduction of the Participant

The general introduction of the Participant refers to the relevant professional qualification, eligibility, expertise, and experience of engaging in domestic or foreign large-scale cultural and sports activities. If there are two or more Participants jointly submit one Proposal, the general introduction of every Participant shall be provided. If the Participant is a legal person or other organization, the general introduction of

the natural person who create the Proposal and the relationship between such natural person and the Participant shall be provided. The text of the general introduction of the Participant shall be limited to 1,000 words.

2. The Specific Proposal of the Opening Ceremony

The Specific Proposal of the Opening Ceremony (hereinafter referred to as “the Specific Proposal”) shall be expressed in words, and shall only contain works in form of text. Any Specific Proposal containing picture, video, graphic and text combination, graphic and video combination, and so forth shall not be accepted.

The Specific Proposal must be original. Any published work, or work copied, modified, adapted, or derivative from other work cannot be submitted as the Specific Proposal. The Specific Proposal can be either a full set of designing plans of the Opening Ceremony, consisting of all 13 required elements and artistic performance, or a single designing plan including one or some of the above-mentioned required elements. The said 13 required elements specifically include the Entry of the Head of State and The President of the IOC, Playing the National Anthem of the Host Country and Hoisting the Host Nation’s Flag, the Olympic Rings Display, Parade of Athletes, Dove Release, OCOG President’s Speech, the IOC President’s Speech, Opening of the Games Proclaimed by the Head of State, Raising the Olympic Flag and Playing the Olympic Anthem, Athletes’ Oath, Officials’ Oath, Coaches’ Oath, and Lighting of the Olympic Flame. If the Specific Proposal includes artistic performance, the integrity of art shall be maintained. If the Specific Proposal includes the Parade of Athletes, the duration of the Parade of Athletes shall be controlled to approximately 45 minutes.

The text of the Specific Proposal shall be limited to 5000 words.

3. The Implement Method of the Specific Proposal

According to the actual situation, the Participant shall describe the team composition in detail, including name, position, and expertise of the primary members of the team, the affiliation between key creative staffs, and the confirmation materials signed by the primary members of the team. The Participant shall also describe the technical implement method especially the utilization of new technology, the budget, the resource integration approach, work schedule, and so forth. The text of this part shall be limited to 2,000 words.

Unless otherwise stipulated, the above-mentioned General Introduction of the Participant, the Specific Proposal of the Opening Ceremony, as well as the Implement Method of the Specific Proposal shall be collectively hereinafter referred to as “the Designing Proposal”.

4. Legal Documents

Legal Documents shall include the Letter of Authorization (for the Participant of legal person/other organization) and Letter of Commitment (see Appendix 2 and Appendix 3 of this Document), as well as any legal documents adjusted and/or added according to the actual situation by the Beijing 2022.

Part 4 Submission Requirements of the Proposal

1. The Language Requirement of the Proposal

The Proposal shall be compiled in Chinese or in English. Where an English Proposal

is submitted, the Participant shall simultaneously submit the corresponding Chinese translation with the Proposal and guarantee the authenticity, accuracy and consistency of the translation.

2. The Requirement of Signing, Binding, and Number of Copies of the Proposal

The Participant shall sign the Proposal as follows: If the Participant is a natural person, the Proposal should be signed by himself/herself (if the natural person has no legal capacity or restricted legal capacity, his/her legal representative's signature is also required). The said-signature must be the same as the name of the submitted identification documents, and it must be signed according to common practice, similarly hereinafter. If the Participant is a legal person or other organization, the Proposal shall be signed by the legal representative/ person in charge and the authorized representative and shall affix the seal of the legal person or other organization (if any).

The Participant shall arrange the Proposal in the following order: Legal Documents, General Introduction of the Participant, the Specific Proposal of the Opening Ceremony, as well as the Implement Method of the Specific Proposal. The Proposal shall be sealed by the Participant.

The Participant shall submit five copies of the Proposal, containing one original and four counterparts. If any inconsistency exists between the original and any counterpart, the original version shall prevail.

3. Time and manner of the submission of the Proposal

Deadline for the receiving of the Proposal shall be 4:00pm, December 31st, 2018.

Address: No.68, Shijingshan Road, Shijingshan District, Beijing, PRC.

Recipient: Events and Ceremonies Department, the Beijing Organizing Committee for the 2022 Olympic and Paralympic Winter Games.

Before the aforesaid deadline for receiving the Proposal, the Participant shall submit the Proposal that meet the requirements to the recipient only by post. Neither the recipient nor the Beijing 2022 will accept any Proposal after the deadline. The recipient and the Beijing 2022 will not assume any liability for the arrival of the Proposal.

4. Alteration and withdrawal of the Proposal

The Participant who has submitted the Proposal before the receiving deadline may alter or withdraw his/ her Proposal, on the condition that a written notice signed by the same Participant is served to the Beijing 2022. The written notice shall state the time and approach of submission of the submitted Proposal (if submitted by post, the name of the mailing company and the courier number must be listed). The alternation or withdrawal notice and the revised Proposal shall be delivered to the address and the recipient of the Proposal before the deadline. Any notice or the Proposal received after the deadline is invalid.

5. The Beijing 2022 will not return any Proposal.

Part 5 Review of the Proposal

1. The Beijing 2022 will conduct a format review of the Proposal in accordance with the requirements of this Document under the supervision of the notary authority. Any Proposal that does not include the legal documents in accordance with the requirements of this Document (see Appendix 2 and Appendix 3 of this Document) shall be considered as invalid Proposal.

2. The Proposal that passed the format review will be further reviewed by the Review Committee. The Review Committee will select 10 Honorable Designing Proposals.

Part 6 Personal Information Data Protection

All personal information provided by the Participant according to this Document shall only be used for the Collection Campaign and will not be used for any other purpose. Among them, the telephone number provided by the Participant shall only be used for communications, and the passport or Resident Identification Card information shall only be used to review and confirm the identity of the Participant. The Beijing 2022 shall not disclose the Participant's personal information to any other third party, and the Participant shall have the right to withdraw the above data and information.

The Beijing 2022 shall only use the personal data and information in accordance with the aforementioned purposes. The Beijing 2022 will take all reasonable and

feasible measures to ensure the information provided by the Participant is kept confidential, and to destroy or delete the information provided by the Participant in a timely manner when the information is no longer needed.

Part 7 Other Requirements of the Participant

1. The Participant shall bear all the expenses incurred in participating in the Collection Campaign. The Beijing 2022 and the IOC will not assume any responsibility for any expenses incurred to the Participant.

2. The Participant shall abide by the provisions of all applicable laws, regulations and regulatory documents, including but not limited to laws and regulations of China and relevant provisions of the IOC and the Beijing 2022 (including without limitation Olympic Charter).

3. The Participant shall submit qualification certificates and other documents to the Beijing 2022 in accordance with the provisions of this Document and other requirements the Beijing 2022 may request in the future.

4. The Participant hereby confirms that the Beijing 2022 and the IOC have the right to use the Designing Proposal submitted by the Participant for free for the purpose of organizing and reviewing during the Collection Campaign. The Beijing 2022 and the IOC will not disclose the Designing Proposal to any third party other than the Beijing 2022, the IOC, and their respective designated work teams and associated companies.

5. Regardless of whether the Designing Proposal submitted by the Participant was selected, the Participant shall keep the Designing Proposal and the materials and information pertaining to the Designing Proposal confidential and shall not disclose to any third party the foregoing materials or information, till the closing day of the Olympic and Paralympic Winter Games Beijing 2022 (including the closing day). The Participant shall not engage in any commercial promotions over whether he will respond to this Document and participate in the Collection Campaign at any time, location and in any forms, nor shall the Participant make any suggestion, express or implied, that there is any association between himself/herself and the Olympic and Paralympic Winter Games Beijing 2022 or the Beijing 2022.

The Beijing 2022 retains the rights of disqualifying any Participant that breach the foregoing confidentiality and promotion constraint obligations to participate the Collection Campaign. If and when the breaching by the Participant of the foregoing confidentiality and promotion constraint obligations results in any damages to the Beijing 2022 or Olympic and Paralympic Winter Games Beijing 2022, the Beijing 2022 shall be entitled to claim against such Participant for indemnities.

6. If the Designing Proposal is selected, within 30 days upon the notification of the Beijing 2022, the Participant of the selected Designing Proposal shall sign the related legal documents according to the time and place noticed by the Beijing 2022, making agreement on the relevant intellectual rights and other issues involved in the Designing Proposal. The Participant shall automatically, permanently, and free of charge transfers the following rights related to the Designing Proposal to the Beijing

2022 (including any third parties approved by the Beijing 2022): copyrights (including but not limited to copyright property rights, neighboring rights, derivative development rights), patent rights (including but not limited to the rights for design patent applications), trademark rights (including but not limited to the rights for trademark applications), and all other intellectual property rights, rights regarding intellectual property rights, ownerships and all related derivative rights that are obtainable, available, and transferrable by applicable law worldwide. The Participant acknowledges and warrants not to exercise any and all moral rights of copyright involved in the selected Designing Proposal and authorize the Beijing 2022 (including any third parties approved by the Beijing 2022) to exercise the moral rights of copyright involved in the selected Designing Proposal exclusively and worldwide. If the Participant explicitly refuses to sign the above legal documents, his/ her Designing Proposal shall not be selected.

Part 8 Rights Reserved by the Beijing 2022

1. The Beijing 2022 shall have the right to withdraw or revise this Document.
2. The Beijing 2022 shall have the right to postpone or revise the schedule of the Collection Campaign.
3. The Beijing 2022 shall have the right to decline any or all of the Designing Proposals, and to declare the Collection Campaign is invalid at any time before 10 Honorable Designing Proposals are selected, for which the Beijing 2022 and the IOC shall not be held liable.

4. The Beijing 2022 reserves the right to interpret the Collection Campaign and this Document.

5. The Beijing 2022 shall have the right to select or to declare failure to select one or more Designing Proposals that best suit the Olympic Winter Games Beijing 2022 and reflect the creative potential of the team.

6. The Beijing 2022 shall have the right to choose from the primary creative members of the selected Designing Proposal as team members of creative team of the Opening Ceremony.

7. Other rights of the Beijing 2022 as stipulated in this Document and the Proposal.

Part 9 Notes on this Document

1. This Document is prepared in both Chinese and English. In case of discrepancy between the Chinese and English versions, the Chinese version shall prevail.

2. Each part of this Document shall be taken as mutually explanatory of one another. In case of any conflicts or ambiguities exists among the foregoing documents, the Beijing 2022 has the right to give any instructions or clarifications it deems necessary.

3. The Beijing 2022 has the right to revise or withdraw this Document at its own

discretion 10 days prior to the deadline for receiving the Proposal, irrespective of the reasons. For the aforesaid reasons, the Beijing 2022 and the IOC will not bear any responsibility to the Participant. The Beijing 2022 will post such revisions or withdrawals of this Document on the official website www.beijing2022.cn, and such revisions or withdrawals posted shall be effective upon the publication thereof. Such information shall serve as the foundation on which the Participant prepares the Proposal. Under such circumstance, the rights and obligations of the Beijing 2022 and the Participant shall be subjected to the adjusted deadline for receiving the Proposal.

4. The number of days contemplated in this Document and its entire appendices, the Proposal, and pertinent documents shall refer to calendar days, and all specific time mentioned shall be Beijing time.

5. This Document shall be governed by the laws of the People's Republic of China.

Appendix 1

Background Information

1. The International Olympic Committee (hereinafter referred to as the “IOC”) manages the Olympic movements and has the final decisions relating to all important events or activities with respect to the Olympic Winter Games Beijing 2022.
2. The IOC, at its 128th Session in Kuala Lumpur on July 31, 2015, has voted to elect Beijing and Zhangjiakou as the host cities of the XXIV Olympic Winter Games. The Beijing 2022 is responsible for the promotion, organization, management, and preparation of the Olympic Winter Games Beijing 2022. The Beijing 2022 must comply with the provisions of the Olympic Charter and the Host City Contract, and organize and arrange the Olympic Winter Games Beijing 2022 according to corresponding requirements.
3. The XXIV Olympic Winter Games will be held in Beijing and Zhangjiakou in 2022. By then, tens of thousands of athletes, sports officials, and reporters from []countries and regions will gather with joy to celebrate this global sports gala. The Opening Ceremony of the Olympic Winter Games Beijing 2022 shall be in accordance with Section 55 of the Olympic Charter, Section 37 of the Host City Contract and the relevant provisions by the IOC.
4. Olympic Charter, Section 55: Opening and Closing Ceremonies

(1) *The opening and closing ceremonies shall be held in strict compliance with the IOC Protocol Guide.*

(2) *The contents and details of all scenarios, schedules and programmes of all ceremonies must be submitted to the IOC for its prior approval.*

(3) *The Olympic Games shall be proclaimed open by the Head of State of the host country by pronouncing either of the following sentences as the case may be:*

If at the opening of the Games of the Olympiad:

“I declare open the Games of ... (name of the host city) celebrating the ... (number of the Olympiad) ... Olympiad of the modern era.”

If at the opening of the Olympic Winter Games:

“I declare open the ... (number of the Olympic Winter Games) Olympic Winter Games of ... (name of the host city).”

During the entire period of the Olympic Games, including all ceremonies, no speeches of any kind may be held by any representative of any government or other public authority, nor by any other politician, in any venue placed under the responsibility of the OCOG. During the opening and closing ceremonies, only the IOC President and the President of the OCOG are entitled to deliver short addresses.

5. Host City Contract, Section 37:

Not later than eighteen (18) months before the scheduled commencement of the Games, the OCOG shall submit the scenarios and detailed programme for all ceremonies, including, without limitation, the Opening Ceremony of the IOC Session upon the occasion of the Games, the National Olympic Committees' teams welcome ceremonies at the Olympic Village(s), the Opening and Closing Ceremonies of the

Games and the Victory Ceremonies, including medals and diplomas (collectively the “Ceremonies”), to the IOC for its prior written approval. Thereafter, any proposed changes shall be re-submitted to the IOC for its prior written approval. The OCOG shall inform the IOC, as early as possible, as to when the Ceremonies, in particular the Opening and Closing Ceremonies of the Games, can be previewed in their substantive entirety. The OCOG shall provide access to all representatives designated by the IOC to preview such Ceremonies in their substantive entirety, not later than one (1) month before the scheduled date of the Opening Ceremony of the Games, including access backstage, in order that such representatives can ensure that these Ceremonies shall be held in conformity with the terms and conditions of this Contract and the written plan for such Ceremonies approved by the IOC.

BEIJING 2022

Appendix 2

Letter of Authorization

(Note: not required for natural persons)

To: Beijing Organizing Committee for the 2022 Olympic and Paralympic Winter Games (hereinafter referred as "the Beijing 2022")

[] (printed name and title), who is the legal representative/person in charge of [] (name of the Participant), hereby authorizes and entrusts [] (printed name) of [] (name of an internal department of the legal person or other organization) to act as the authorized representative of the Participant in participating the Collection Campaign for Creative Designing Proposals of the Opening Ceremony of the Olympic and Paralympic Winter Games Beijing 2022. The signing of all relevant documents and handling of all relevant matters by the authorized representative during the Collection Campaign are acted on behalf of the Participant and shall have the same binding force as acted by the Participant himself (or herself, or itself). The Participant will directly assume all obligations, responsibilities, and consequences arising from the foregoing acts conducted by the authorized representative. The authorized representative has no right of sub-authorizing. The withdrawal or altering of the authorization by the Participant must be delivered to Beijing 2022 in writing form, which shall be effective upon the receipt and confirmation by the Beijing 2022 thereof.

Authorization is hereby given.

Name of authorized representative:

Address:

No. of valid ID:

Title:

Signature sample of the authorized representative:

Participant:

Seal:

Signature of the legal representative/person in charge:

Date:

BEIJING 2022

Appendix 3

Letter of Commitment

To: Beijing Organizing Committee for the 2022 Olympic and Paralympic Winter Games ((hereinafter referred to as "the Beijing 2022))

After fully comprehending and voluntarily accepting all requirements of this Document (including its appendices) for Creative Designing Proposals (hereinafter referred to as "the Proposal) of the Opening Ceremony of the Olympic Winter Games Beijing 2022 (hereinafter referred to as "the Collection Campaign"), I (hereinafter referred to as "the Participant"), a legal person/other entity/natural person, hereby promise to the Beijing 2022 as follows.

1. The Participant is an entity legally established and operating validly and well under the law of [_____ name of country or region]/a citizen of [_____ national or regional name] nationality who has the full civil capacity. The Participant has sufficient powers, authorizations and legal rights to sign and submit the Proposal and participate in the Collection Campaign, and has obtained the internal and other relevant authorizations and consents necessary for the above-mentioned activities.
2. The Participant hereby confirms, acknowledge and warranty:
 - (1) The Participant (including but not limited to all the members, employees, consultants, agencies and/or any third parties working for the Participant, hereinafter referred to as "the Participant personnel") has read in detail this Document, including its any revised materials (if any), its references and related attachments, and pledges to comply with all provisions of this Document. The Participant will bear the corresponding consequences arising from the unknown

or misunderstanding of this Document. The Participant guarantees that all information submitted is true, accurate and complete. Subject to the provisions of this Document, the Participant agrees the Beijing 2022 is entitled to use the information provided by the Participant in the Proposal (including the whole Proposal and its any part) and during the Collection Campaign for the purpose related to the Collection Campaign.

- (2) The Participant acknowledges that the completion and submission of the Proposal are for the purpose of understanding and evaluating the Participant by the Beijing 2022 and the IOC. The Beijing 2022 and the IOC have the absolute, full and final decision on whether to choose the Participant to participate in the Opening Ceremony of the Olympic Winter Games Beijing 2022 or not. Simultaneously, the Participant fully and clearly understands the procedural rules and corresponding arrangements adopted by the Beijing 2022 in the Collection Campaign. The Participant hereby irrevocably waives its right to raise any objection to the relevant procedural rules and corresponding arrangements and waives its right to make any claim against the Beijing 2022 or the IOC.
- (3) The Participant has the civil capacity and disposing capacity to participate in the Collection Campaign (if the Participant has no civil capacity or limited capacity for civil conduct, the consent of the legal representative is required, and any document submitted to the Beijing 2022 shall be signed by the Participant and the legal representative). Any and all stamps, signatures, and endorsements, and any and all documents submitted by the Participant in the Competition are true, legal, valid, and binding upon the Participant.
- (4) The Participant confirms that the Participant fully understands and agrees with the requirements, rules, and relevant provisions of the Collection Campaign, and hereby promises to fulfill the obligations of the Participant in accordance with

such requirements, rules, and regulations (including but not limited to the signing of the Legal Documents and subsequent agreements described in this Document with the Beijing 2022).

(5) All costs incurred by the collection of materials, access to information, fill in and submission of the Proposal, and participation in the Collection Campaign shall be borne by the Participant.

(6) The Participant, the Participant personnel, and the Participant's relatives shall not engage in any commercial promotions with respect to the Participant's submission of the Proposal and the Participant's participation of the Collection Campaign at any time, location and in any form, nor shall they indicate, explicitly or implicitly, that the Participant is associated with the Beijing 2022 or the Olympic Winter Games Beijing 2022.

(7) The Participant and any and all of the Participant's personnel or relatives shall not disclose any undisclosed information of the Beijing 2022 or the Olympic and Paralympic Winter Games Beijing 2022 acquired in the Collection Campaign to any third party. The Participant undertakes to keep Designing Proposal created or submitted in this Collection Campaign and any related material or information of such Designing Proposal confidential, and shall not disclose any of the aforesaid material or information to any third party by any method.

3. The Participant hereby represents and warrants to the Beijing 2022, the COC, the IOC, and the affiliates on the related issues such as the use, transfer and ownership of the creation, the intellectual properties and other rights and interests of the Designing Proposal as follows:

- (1) The Participant warrants that the Designing Proposal (including any of its components, the same as below) submitted to the Beijing 2022 is created independently by the Participant. The Participant has full, complete, and exclusive rights over the Designing Proposal. On a worldwide basis, the Participant guarantees that he/ she has neither used nor developed the Designing Proposal in any form, he/ she has not authorized any third party to use or develop the Designing Proposal in any form, and there shall be no infringement, breach of contract, or any other illegal or improper situation associated with the Designing Proposal.
- (2) If the Designing Proposal is selected, the Participant hereby warrants that he/ she shall automatically, permanently, and free of charge transfers the following rights related to the Designing Proposal to the Beijing 2022 (including any third parties approved by the Beijing 2022): copyrights (including but not limited to copyright property rights, neighboring rights, derivative development rights), patent rights (including but not limited to the rights for design patent applications), trademark rights (including but not limited to the rights for trademark applications), and all other intellectual property rights, rights regarding intellectual property rights, ownerships and all related derivative rights that are obtainable, available, and transferrable by applicable law worldwide. The Participant warrants that he/ she shall not exercise any and all moral rights of copyright involved in the selected Designing Proposal and shall authorize the Beijing 2022 (including any third parties approved by the Beijing 2022) to exercise the moral rights of copyright involved in the selected Designing Proposal exclusively and worldwide.

Within 30 days upon the notification of the Beijing 2022, the Participant shall sign the related legal documents on time according to the time and place noticed by the Beijing 2022.

- (3) The Participant hereby acknowledges and warrants that till the closing day of the Olympic and Paralympic Winter Games Beijing 2022 (including the closing day), regardless of whether the Designing Proposal is selected, he/ her shall not use, develop, or authorize any third party to use or develop the Designing Proposal in any form, and shall not publish the Designing Proposal or any part of it (regardless of whether it contains the Olympic Five-Ring Symbol or other Olympic Symbol) at any place in any form.
- (4) The Participant hereby agrees that, considering the nature of the Collection Campaign, the Beijing 2022 does not have to pay the transfer price, royal fee or any other fee associated with any form of use of the Designing Proposal to the Participant (including the Participant himself/ herself, any third party acting on behalf of the Participant, or any other third party alleging that the Participant constitutes infringement or breach of contract). The Participant guarantees that it will not raise any claim to the profits, income, or any other gain from the commercial use of the Designing Proposal in any form, by any identity, or in any name.
- (5) The Participant warrants that the Beijing 2022 shall be entitled, at its discretion, to engage in any form of use, development, authorization, licensing or protection activities of the selected Design Proposal, without being subject to any interference or restrictions by the Participant, the original author, or any

third parties. The foregoing activities can be carried out in any medium (including the mediums not known in the current cognitive domain) or be taken in any form, including but without limitation to written or electronic form. The Participant shall have no claims over any special rights or any interests acquired from the Beijing 2022 engaging in the foregoing activities.

- (6) If necessary, the Participant shall provide corresponding written certificate of his/ her commitments under this Letter of Commitment regarding the original author's rights and obligations.

4. The Participant further acknowledges and warrants that:

- (1) If and when the Participant fails to perform his/ her warranties, commitments and/or assurances, and fails to make effective remedies within 10 days from the written notice (including notice via email) of the Beijing 2022 requesting his/ her rectification within a set timeframe, the Beijing 2022 shall have the right make a claim against the Participant for any direct or indirect loss it may have suffered as a result.

- (2) In any event, including but not limited to the Participant's violation of this Letter of Commitment or failure to fully comply the requirements of this Collection Campaign, if such event caused any complaint/litigation/arbitration of any third party against the Beijing 2022, or any direct or indirect damages to the Beijing 2022 in reputation or finance, then regardless of whether it being the Participant's fault, the Participant shall bear the cost to take sufficient and proper measures in accordance with the requirements of the Beijing 2022, to hold the Beijing 2022 harmless against any consequences that may occur from

the foregoing consequences. The Beijing 2022 reserves the right to make further claims to the Participant for any reputation, or economic, direct or indirect losses suffered as a result.

(3) The Participant represents that he/ she shall respect the dignity, right, and honor of the IOC and the Beijing 2022, and shall not exercise any behavior that might be detrimental to the right, image, reputation, or prestige of the IOC or the Beijing 2022.

5. This Letter of Commitment is made in Chinese, and it shall be interpreted in accordance with the laws and regulations of the People's Republic of China.

6. This Letter of Commitment shall take effect immediately on the signature thereof and shall not be withdrawn or revoked for any reason without the written consent of the Beijing 2022.

Signed by the Participant (natural person):

Signed by the Authorized Representative:

Promisor (legal person or other organization):

Seal:

Signed by the Authorized Representative:

Name of the Authorized Representative (printed):

Title of the Authorized Representative (printed):

Date: