

Appendix 4: Letter of Undertaking for Assignment of Intellectual Property Rights

Beijing Organizing Committee for the Games of the XXIX Olympiad (hereinafter, "BOCOG"):

We/I (hereinafter referred to as the "Promisor"), having fully understood and voluntarily accepted the requirements of the Request for Proposal of the design of the medal (hereinafter the "REQUEST FOR PROPOSAL") and all its appendices, undertake to BOCOG:

1. The proposal, submitted by the Promisor to BOCOG for the purpose of participating in the Request for Proposal of the Design of the Medal of the Beijing 2008 Olympic Games (hereinafter, the "Games") (hereinafter, the "Selection Process"), is independently completed by the Promisor without any assistance of others. The Promisor owns full, complete, and exclusive copyright of the proposal. The Promisor does not and will not have right to make use of or develop, or authorize any third parties to make use of or develop, the proposal throughout the world.
2. The Promisor, as from the date of signing this letter of undertaking, assigns and transfers to BOCOG (including its legitimate successors, hereinafter the same) all copyrights owned by it in respect of the proposal and all rights in respect of any visual or three-dimensional materials in relation thereto, in a lump-sum, irrevocably and exclusively, to the extent and in forms and ways permissible under applicable laws throughout the world.
3. The Promisor will waive all moral rights owned by it in respect of the proposal, including but not limited to the right of authorship, the right of protecting integrity of work, etc.. When BOCOG requires the Promisor or a third party appointed by BOCOG at its sole discretion to make alterations to the proposal, the Promisor shall assist in the relevant alteration pursuant to the requirements of BOCOG without any right to intervene in such alterations or to make any claims against BOCOG or any third parties.
4. The Promisor agrees that BOCOG is entitled to make reproduction or innovation of the proposal in any ways, including but not limited to in written and electronic forms, provided that the proposal is finally selected as the design of the medal.
5. The Promisor (or the original author) shall not publicize the whole or any part of the proposal (irrespective of whether Olympic Symbol of the Five Rings or other Olympic Marks are included or not) in any forms, including but not limited to printing or electronic form. The Promisor undertakes that without the prior written approval of BOCOG, it shall not conduct any marketing or promotional activities, commercial or non-commercial, taking advantage of its participation in this Selection Process or the proposal itself, in any forms or at any time or any place.
6. The Promisor agrees that, given the nature of this Selection Process, BOCOG shall not pay any consideration for transfer of the rights in respect of the proposal or the copyright royalties for the commercial use of the proposal. The Promisor shall not claim to share the profits derived from the commercial uses of the proposal.
7. The Promisor promises that, BOCOG is entitled to determine in its sole discretion to use, develop, authorize, license or protect the final design proposal of the medal in any ways, without any intervention or limitation from the Promisor, the original authors or any third parties. The foregoing

activities may be conducted through any medium (including those unknown media at present), or in any forms, including but not limited to written or electronic forms. The Promisor is not entitled to any special priorities or share any rights and interests derived by BOCOG from the above activities.

8. The Promisor shall provide the relevant written evidence in support of the undertakings under this letter in respect of rights and obligations of the original authors.

9. If the Promisor fails to perform relevant undertakings under this letter and take effective remedy measures within 10 days upon the issuance of a written notice given by BOCOG, BOCOG is entitled to claim against the Promisor in respect of the direct and indirect losses herewith.

10. In case that BOCOG is exposed to any claims, litigations or arbitrations from any third parties, or that BOCOG has suffered any direct or indirect damage or losses to its reputation, goodwill or financial status, as a result of the Promisor's participation in this Selection Process, whether or not the Promisor is in fault, BOCOG shall be entitled to require the Promisor to take adequate and appropriate measures to protect BOCOG from being affected by such claims, litigations or arbitrations. BOCOG also reserves its right to claim damages against the Promisor for any direct or indirect losses to its reputation, goodwill, or finance status herewith.

11. Whether or not the Proposal will be selected, the Promisor shall respect the dignity, privilege and reputation of the International Olympic Committee and BOCOG, and not derogate Olympic Marks in its Proposal in any ways, nor exercise any moral rights that may do harm to the rights, images, reputations or fame of the International Olympic Committee or BOCOG.

12. Without the prior written consent of BOCOG, the Promisor shall not assign or transfer any or all of the undertakings under this letter to any third parties.

13. This letter is made in both Chinese and English and shall be interpreted in accordance with laws and regulations of the People's Republic of China.

14. This letter shall become effective upon the signature and seal of the Promisor.

The Promisor (applicable to individual Candidate): _____

Signature of Authorized Representative: _____

The Promisor (applicable to legal entities or other organizations) : _____(Seal)

Signature of Authorized Representative: _____

Name of Authorized Representative (in black letters): _____

Position of Authorized Representative (in black letters): _____

Date: _____