



HOST CITY CONTRACT

Olympic Winter Games in 2022



**Intended Final Draft Host City Contract for the 2022 Olympic Winter Games,
16.09.2014**

- Preamble 2**

- I. Basic Principles 5**
 - 1. Entrustment of Organisation of the Games 5
 - 2. Formation of the OCOG 5
 - 3. OCOG to be Made a Party to this Contract 5
 - 4. Joint and Several Obligations of the City, the NOC and the OCOG 6
 - 5. Ensuring Respect of Commitments Undertaken by the Host Country Authorities 7
 - 6. Evolution of Contents of Technical Manuals, Guides and Other Directions 7
 - 7. Addressing Amendments or Changes Made Subsequent to the Election of the Host City 8
 - 8. Guarantees, Representations, Statements and Other Commitments 8
 - 9. Prior Agreements of No Effect 9
 - 10. Indemnification and Waiver of Claims Against the IOC 9
 - 11. Finance-Related Agreements by the City and/or the NOC and/or the OCOG 11
 - 12. Olympic Identity and Accreditation Card. Working in the Host Country on Olympic-related Business 12
 - 13. Entry Formalities for Certain Personnel, Goods and Animals 12
 - 14. Contribution of the IOC to the Success of the Games 15
 - 15. Responsibility for the Organisation of an IOC Session and Other Meetings 19

- II. Principles of Planning, Organising, Financing and Staging 20**
 - 16. Games Planning, Organising, Financing and Staging 20
 - 17. Validity of Agreements 20
 - 18. Promoting Olympism and the Games, Olympic Truce and Peace 21
 - 19. No Inconsistent Commitments or Activities 21
 - 20. Travel, Transport 22
 - 21. Sustainable Human and Environmental Development 23
 - 22. Look of the Games 23
 - 23. Security 24
 - 24. Medical and Health Services 24
 - 25. Anti-Doping Controls, Compliance, Ensuring Government Cooperation and Support Relating to Anti-Doping Matters 25
 - 26. OCOG Progress Reports 25
 - 27. Coordination Commission 26
 - 28. Games Information and Knowledge Management 26

- III. Organisation of Accommodation.....29**
 - 29. Olympic Village(s).....29
 - 30. Media Accommodation30
 - 31. Accommodation for Accredited Persons30
 - 32. General Price Control30

- IV. Organisation of the Sports Programme31**
 - 33. Programme of the Games, Dates for Holding the Games31
 - 34. Technical Standards for Each Sport32
 - 35. Olympic Venues.....32

- V. Organisation of Cultural Programme and City Activities.....33**
 - 36. Cultural Programme and City Activities33

- VI. Ceremonies, Olympic Flame and Torch Relay, Medals and Diplomas.....35**
 - 37. Scenarios for Ceremonies35
 - 38. Olympic Flame and Torch Relay36
 - 39. Olympic Medal Plaza36
 - 40. Medals and Diplomas37

- VII. Intellectual Property-related Matters38**
 - 41. Exclusive Ownership of the IOC in the Games and all Related Rights and Data.....38
 - 42. Protection of Olympic Properties, Games-Related Marks and other Intellectual Property Rights.....42
 - 43. License and Assignment of Rights in Favour of the IOC and Other Third Parties ...44
 - 44. Actions Against Unauthorised Uses of Olympic Properties, Ambush Marketing and Unauthorised Games Broadcast, Coverage and Exhibition.....45

- VIII. Financial and Commercial Obligations47**
 - 45. Division of Surplus47
 - 46. Financial Reporting48
 - 47. Admission Tickets, Distribution System48
 - 48. Propaganda, Advertising and Other Commercial Activities at Venues49
 - 49. Marketing Programmes.....51
 - 50. Taxes.....55

- 51. General Retention Fund, Liquidated Damages, IOC’s Rights to Withhold and Set-off in the Event of Non-Compliance60
- 52. Payments by the IOC on Behalf of the National Olympic Committees.....62

- IX. Media Coverage of the Games.....63**
- 53. Broadcast Agreements63
- 54. Facilities and Services for the Broadcasting of the Games65
- 55. Press Facilities and Services67
- 56. Official Film of the Games.....68
- 57. Internet, Mobile Platform and Other Forms of Media or Communication68

- X. Other Obligations69**
- 58. Official Publications, Issue of Press Releases by the City, the NOC or the OCOG .69
- 59. Insurance.....69
- 60. Betting and Manipulation of Games Competitions.....69
- 61. Rate Card Prices70
- 62. Paralympic Games [NOTE: subject to conclusion of IOC/IPC agreement]70
- 63. Technology72
- 64. Olympic Results and Information Services.....73
- 65. Cooperation with IOC’s suppliers.....74

- XI. Termination75**
- 66. Termination of the Contract75

- XII. Miscellaneous77**
- 67. Summary of Technical Manuals, Guides and Other Directions Forming Integral Part of this Contract77
- 68. Obligations at the Expense of the City, the NOC and/or the OCOG78
- 69. Delegation by the IOC78
- 70. Assignment by the City, the NOC or the OCOG.....78
- 71. Unforeseen or Undue Hardship78
- 72. Enactment, Amendment or Entering into Force of Law79
- 73. Relationship of the Parties79
- 74. Resolution of Disputes Between OCOG and the Olympic Family.....79
- 75. Languages.....79

76. Olympic Charter.....80

77. Authorisation of Signatories80

78. Headings80

79. Counterparts.....80

80. Interpretation80

81. Precedence81

82. Non-Waiver.....81

83. Unenforceability of a Provision.....81

84. No Third Party Beneficiaries81

85. Confidentiality81

86. Further Documents; Power of Attorney83

87. Governing Law and Resolution of Disputes; Waiver of Immunity83

HOST CITY CONTRACT FOR THE XXIV OLYMPIC WINTER GAMES IN THE YEAR 2022

executed in Kuala Lumpur, on the 31st day of July 2015

BETWEEN

THE INTERNATIONAL OLYMPIC COMMITTEE

hereinafter represented by Thomas BACH and Ser Miang NG, duly authorised for all purposes hereof (hereinafter the "**IOC**")

ON THE ONE HAND

AND

THE CITY OF _____

hereinafter represented by _____ and _____, duly authorised for all purposes hereof (hereinafter the "**City**") and

THE NATIONAL OLYMPIC COMMITTEE OF _____

hereinafter represented by _____ and _____, duly authorised for all purposes hereof (hereinafter the "**NOC**")

ON THE OTHER HAND

Preamble

- A. WHEREAS** the Olympic Charter is the codification of the Fundamental Principles, Rules and Bye-laws adopted by the IOC. It governs the organisation and operation of the Olympic Movement and stipulates the conditions for the celebration of the Olympic Games;
- B. WHEREAS**, according to the Olympic Charter, the IOC is the supreme authority of and leads the Olympic Movement, and the Olympic Games are the exclusive property of the IOC which owns all rights and data relating thereto, in particular, and without limitation, all rights relating to their organisation, staging, exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanism whatsoever, whether now existing or developed in the future, throughout the world in perpetuity;
- C. WHEREAS** the Olympic Symbol, flag, motto, anthem, identifications (including but not limited to "Olympic", "Olympic Games" and "Games of the Olympiad"), designations, emblems, flame and torches, as defined in the Olympic Charter, are collectively or individually referred to as "**Olympic Properties**" and whereas all rights to any and all Olympic Properties as well as all rights to the use thereof, belong exclusively to the IOC, including but not limited to the use for any profit making, commercial or advertising purposes, and whereas the IOC may, in its sole discretion, license all or part of its rights to one or more parties on terms and conditions set forth by the IOC;
- D. WHEREAS** the City and the NOC have requested, and the IOC has accepted, that the City be a candidate city to host the XXIV Olympic Winter Games in the year 2022 (hereinafter the "**Games**");
- E. WHEREAS** the IOC, at its 128th Session in Kuala Lumpur, has carefully considered the candidature of the City and the NOC, together with the candidatures of the other Candidate Cities, and has received the advice and comments of the Evaluation Commission for Candidate Cities, which Commission includes representatives of the IOC, the International Federations (hereinafter the "**IFs**"), the National Olympic Committees, Organising Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the International Paralympic Committee (the "**IPC**") as well as other specialists whose advice may be helpful;
- F. WHEREAS** the IOC has reviewed the background and the history of past Olympic Games and has taken note of and has specifically relied upon the desire of the City and the NOC to become a part of the Olympic tradition and history through the hosting of the Games;

- G. WHEREAS** the IOC has taken note of and has specifically relied upon the covenant given by the government of the country in which the City and the NOC are situated (hereinafter respectively the "**Government**" and the "**Host Country**") to respect the Olympic Charter and this Host City Contract (hereinafter the "**Contract**");
- H. WHEREAS** the IOC has taken note of and has specifically relied upon the undertakings of the City and the NOC to plan, organise, finance and stage the Games in full compliance with the provisions of the Olympic Charter and this Contract;
- I. WHEREAS** it is the mutual desire of the IOC, the City and the NOC that the Games be organised in the best possible manner and take place under the best possible conditions for the benefit of the Olympic athletes of the world, and that the Games leave a sustainable legacy for the City and the Host Country;
- J. WHEREAS** it is the mutual desire of the IOC, the City and the NOC that the Games contribute to the further development of the Olympic Movement throughout the world;
- K. WHEREAS** the City and the NOC understand the importance of presenting the Games using technology and facilities of an appropriate standard at the time the Games take place;
- L. WHEREAS** the City and the NOC acknowledge and accept the importance of the Games and the value of the Olympic image, and agree to conduct all activities in a manner which promotes and enhances the fundamental principles and values of Olympism, in particular the prohibition of any form of discrimination with regard to a country or a person on grounds of race, religion, politics, gender or otherwise, as well as the development of the Olympic Movement;
- M. WHEREAS** the City and the NOC acknowledge that doping is contrary to the fundamental principles of Olympism and the spirit of sport, which is characterised by the following values: ethics, fair-play, honesty, friendship, health, excellence in performance, character and education, fun and joy, teamwork, dedication and commitment, respect for rules and laws, respect for self and other participants, courage, community and solidarity, and whereas the City and the NOC undertake to do their utmost in order to support the IOC in its fight against doping, including acting in accordance with the provisions of the World Anti-Doping Code published by the World Anti-Doping Agency;
- N. WHEREAS** the City and the NOC acknowledge and accept the importance of ensuring the fullest broadcast and news coverage by the different media and widest possible audience for the Games and agree to cooperate with the IOC, as

well as Olympic Broadcasting Services SA including all its subsidiaries and affiliates (collectively “**OBS**”) and Rights-Holding Broadcasters (as defined in Section 53a below) to attain that objective;

- O. WHEREAS** the City and the NOC have taken note of the decision of the IOC, and will assist the IOC, to preserve at the IOC a complete and comprehensive record of the Games by collecting objects and materials relating to the planning, organising, financing and staging of the Games;
- P. WHEREAS** the City and the NOC acknowledge the significant role played by the IOC’s Olympic Museum (the “**Olympic Museum**”) in the promotion of the Olympic Movement and agree to fully cooperate with the Olympic Museum, in particular by providing objects and materials for the IOC’s archives at no charge to the Olympic Museum for its non-commercial use;
- Q. WHEREAS** the City and the NOC acknowledge and accept the importance of acquiring and transferring knowledge, gained in the course of planning, organising, financing and staging of the Games, to the IOC and to future Organising Committees for Olympic Games subsequent to the Games;
- R. WHEREAS** the City and the NOC acknowledge and agree that concern for sustainable development is an important consideration in conducting their activities and undertake to consult with the IOC on environmental and social issues, in addition to complying with all applicable laws and regulations;
- S. WHEREAS** the City and the NOC acknowledge and agree to maximise the planning, organising, financing and staging of the Games so as to create and nurture a positive and lasting legacy for the City and the Host Country;
- T. WHEREAS** the City and the NOC acknowledge and agree to carry out their activities pursuant to this Contract in full compliance with universal fundamental ethical principles, including those contained in the IOC Code of Ethics;
- U. WHEREAS**, in reliance upon the matters referred to above, the IOC has voted to elect the City as the host city of the Games and has designated the NOC as the responsible National Olympic Committee for the Games;
- V. WHEREAS**, the Olympic Charter requires the formation of an Organising Committee of the Olympic Games (the “**OCOG**”), which shall intervene as a party and adhere to this Contract; and
- W. WHEREAS** the parties agree that the foregoing Preambles shall form an integral part of this Contract.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

I. Basic Principles

1. Entrustment of Organisation of the Games

The IOC hereby entrusts the planning, organising, financing and staging of the Games to the City and the NOC which undertake to fulfil their obligations in full compliance with the provisions of the Olympic Charter and this Contract including, without limitation, all technical manuals, guides and other directions referred to in Sections 6 and 67 below and other documents and commitments referred to in this Contract (including all Candidature Undertakings as defined in Section 8 below), all of which, for greater certainty, are hereby incorporated by reference and are deemed to form an integral part of this Contract.

2. Formation of the OCOG

The City and the NOC shall not later than five (5) months following the execution of this Contract, form the OCOG. The OCOG shall be formed as an entity endowed with legal personality under the laws of the Host Country, in a manner which provides for maximum benefit and efficiency with respect to its operations and its rights and obligations under this Contract, including a tax structure which most favourably enables the OCOG to address tax issues on a national and international basis. The City and the NOC shall meaningfully consult with the IOC on all matters relating to the structuring and formation of the OCOG. All agreements and contracting documents relating to the formation, governance and existence of the OCOG, as well as any subsequent changes thereto, shall be submitted to the IOC for its prior written approval. The OCOG shall include, among the members of its board of directors and executive committee (or equivalent bodies), the IOC member or members in the Host Country, the President and the Secretary General of the NOC, an athlete having competed for the Host Country in a recent edition of the Games of the Olympiad or the Olympic Winter Games and at least one member representing, and designated by, the City.

3. OCOG to be Made a Party to this Contract

The City and the NOC hereby undertake, within one (1) month after the OCOG's formation, to cause the OCOG to intervene as a party and adhere to this Contract to the effect that all of the terms and conditions of this Contract relating to the OCOG and all the rights, guarantees, representations, statements, covenants, other commitments and obligations of the OCOG provided for in this Contract

shall be legally binding upon the OCOG as if it were an original party hereto, and to forward to the IOC written confirmation thereof. In such regard, the City and the NOC shall require, and shall cause, the OCOG to sign and deliver to the IOC any documents requested by the IOC to effect such intervention and adherence to this Contract by the OCOG.

The OCOG shall ensure that it remains in good standing under the laws of the Host Country and the various documents governing its constitution throughout the duration of this Contract. Prior to the completion of its liquidation, the OCOG shall ensure that it has satisfied all of its financial and other obligations under this Contract, and has taken the following actions:

- i. prepared and delivered all reports and other information to this effect; and
- ii. established, to the satisfaction of the IOC, a procedure for the handling of any pending or potential legal disputes between the OCOG and any third party.

Further details regarding the OCOG reports and responsibilities are contained in the “**Technical Manual on Information and Knowledge Management**” and the “**Technical Manual on Olympic Games Impact**”.

4. Joint and Several Obligations of the City, the NOC and the OCOG

The City, the NOC and the OCOG shall be jointly and severally liable for all guarantees, representations, statements, covenants, other commitments and obligations thereunder, whether entered into individually or collectively, whether concerning the planning, organising, financing and staging of the Games, or otherwise, including all obligations deriving from this Contract, provided that the NOC shall not be jointly responsible for the financial undertakings of the City and the OCOG to finance the planning, organising and staging of the Games other than as may be expressly set forth in the City’s application or candidature file or otherwise as part of any Candidature Undertakings (as defined in Section 8 below). To this effect, the City, the NOC (other than with respect to the aforementioned financial undertakings of the City and the OCOG) and the OCOG shall be jointly and severally responsible in respect of all damages, costs and liabilities of any nature, direct and indirect, which may result from a breach of any

provision of this Contract. The IOC may, in its sole discretion, take any legal action against the City, the NOC and/or the OCOG, as the IOC deems fit.

The foregoing shall be without prejudice to the liability of any other party, including without limitation, any Government, national, regional or local authorities (the “**Host Country Authority**” or “**Host Country Authorities**” as the case may be) that provided financial or other guarantees during the City’s application or candidature to host the Games or otherwise.

5. Ensuring Respect of Commitments Undertaken by the Host Country Authorities

The City, the NOC and the OCOG shall ensure that any and all Host Country Authorities honour and enforce all commitments undertaken by such Host Country Authorities, including all Candidature Undertakings (as defined in Section 8 below), in relation to the Games, including free access into the Host Country for accredited persons on the basis of a passport (or other official travel document) and the Olympic identity and accreditation card (as referred to in the Olympic Charter and further defined in Section 12 below), and also including financial and other support, such as the provision of public services, facilities and utilities in relation to the Games. The City, the NOC and the OCOG hereby guarantee that all other cities that are hosting events of the Games shall fully perform and comply with the terms and conditions of this Contract and shall carry out their obligations related thereto under the supervision and control of the OCOG. The City, the NOC and the OCOG shall be responsible for, and shall ensure, the full compliance by all such other cities with the terms and conditions of this Contract.

6. Evolution of Contents of Technical Manuals, Guides and Other Directions

The City, the NOC and the OCOG shall abide by all terms and conditions set forth in the technical manuals, guides and other directions of the IOC referred to in Section 67 below including, for clarity, those technical manuals not expressly referred to elsewhere in this Contract. The technical manuals, guides and other directions contain contractual requirements as well as key recommendations and information in relation to a specific theme or function in order to assist the City, the NOC and the OCOG with the planning, organising, financing and staging of the Games.

The City, the NOC and the OCOG recognise that, while the contents of the technical manuals, guides and other directions which are contained in this Contract, or incorporated by reference, represent the current position of the IOC on such matters, such material may evolve as a result of, policy, technological and other changes (some of which may be beyond the control of the parties to this Contract). The IOC reserves the right to amend such technical manuals, guides and other directions, and to issue new technical manuals, guides and directions, subject to Section 7 below.

7. Addressing Amendments or Changes Made Subsequent to the Election of the Host City

The City, the NOC and the OCOG shall adapt to any amendments or changes made by the IOC pursuant to Section 6 (technical manuals, guides and other directions), Section 33 (Programme of the Games) and Section 76 (Olympic Charter) below, subsequent to the end of the 128th Session in Kuala Lumpur during which the City was elected, so that the Games will be organised in the best possible manner, as determined by the IOC. However, should any party to this Contract believe that any such amendments or changes result in material adverse effects on its financial rights or obligations, it shall so inform the IOC in writing within thirty (30) days of the IOC's issuance of any such amendment or change, demonstrating such material adverse effects. The IOC shall then negotiate with the concerned party in an effort to address such alleged material adverse effects in a mutually satisfactory manner. If the IOC and such concerned party are unable to reach a mutually agreeable resolution, the concerned party shall have the right to submit the matter to binding arbitration pursuant to Section 87 below.

8. Guarantees, Representations, Statements and Other Commitments

All guarantees, representations, statements, and other commitments contained in the City's application or candidature file as well as all other undertakings executed or commitments made to the IOC, either in writing or orally, in the City's application or candidature file, or by the City's candidature committee (the "**Candidature Committee**"), the City, the NOC or the Host Country Authorities (collectively, the "**Candidature Undertakings**") shall survive and be binding upon the City, the NOC and the OCOG, jointly and severally, subject to Section 4 of this Contract, unless agreed otherwise by the IOC in writing. The statements made by or on behalf of the City, the NOC or any Host Country Authority

contained in the IOC Evaluation Commission report shall also be binding upon the City, the NOC and the OCOG, jointly and severally. Nothing contained in a guarantee, representation, statement or other commitment made by the City, the NOC, the OCOG or the Host Country Authorities in the City's application or candidature file or otherwise as part of any Candidature Undertakings, which is in conflict with this Contract, including pursuant to any of the technical manuals, guides and other directions referred to in Section 6 above, or other documents incorporated by reference herein, or the Olympic Charter, is binding on the IOC, unless any such conflict has been brought to the express attention of the IOC in writing prior to the election of the City and the IOC has expressly agreed in writing to accept any such conflict.

9. Prior Agreements of No Effect

Unless specifically requested or approved in writing by the IOC, nothing contained herein shall be construed as the IOC's consent to, or approval of, any undertaking or agreement concluded, approved or consented to by any of the City, the NOC, the OCOG, or by the Candidature Committee prior to the IOC's execution of this Contract and having any connection whatsoever with the Games, and such undertakings and agreements shall, as regards the application and implementation of this Contract, be null, void and entirely without effect. The foregoing shall be without prejudice to the Candidature Undertakings referred to in Section 8 above, including without limitation, those made by any Host Country Authority that provided guarantees during the City's application or candidature to host the Games or otherwise.

10. Indemnification and Waiver of Claims Against the IOC

a. Indemnity by the City, the NOC and the OCOG

The City, the NOC and the OCOG shall at all times indemnify, defend and hold harmless and exempt the IOC, all IOC-Controlled Entities (as defined in Section 13a below) and their respective officers, members, directors, employees, consultants, agents, attorneys, contractors (including without limitation Olympic sponsors, suppliers, licensees (of the IOC, the National Olympic Committees and the Organising Committees of the Olympic Games) and Rights-Holding Broadcasters (as defined in Section 53a below)) and other representatives (each, an "**IOC Indemnitee**" and, collectively, "**IOC Indemnitees**"), from all payments and other obligations in respect of damages, claims, actions, losses, costs, expenses (including outside counsel fees and expenses) and/or liabilities, of any

nature (including injury to persons or property), direct or indirect, suffered by the IOC (or any IOC Indemnatee), including all costs, loss of revenue, and also damages that the IOC (or any IOC Indemnatee) may have to pay to third parties, including without limitation, to Olympic sponsors, suppliers, licensees (of the IOC, the National Olympic Committees and the Organising Committees of the Olympic Games) and Rights-Holding Broadcasters (collectively, "**Claims**") resulting from:

- i. all acts or omissions of the City, the NOC and/or the OCOG and their respective officers, members, directors, employees, consultants, agents, contractors, other representatives, and any other person or entity acting under colour of authority of any of the foregoing, relating to the Games (including in connection with the planning, organising, financing and staging thereof) and/or this Contract;
- ii. any claim in respect of taxes owed or owing as a result of any payment made or to be made by the City, the NOC or the OCOG to the IOC or any IOC-Controlled Entity or vice versa; or
- iii. any claim by a third party arising from, or in connection with, a breach by the City, the NOC or the OCOG of any provision of this Contract.

b. **Third Party Claims**

No admission of liability will be made by the IOC for damages to be paid to third parties arising from Claims made by any third party against the IOC and/or any other IOC Indemnatee. In such a case, the IOC shall permit the City, the NOC and/or the OCOG to manage the defence of the Claim made by such third party against the IOC and/or the relevant IOC Indemnatee provided that the City, the NOC and/or the OCOG acknowledge(s):

- i. the IOC's right for its (and/or for any other IOC Indemnatee's) need for continued participation of the IOC in such a claim; and
- ii. that the IOC (and/or any other IOC Indemnatee) may decide, at its sole discretion and without this affecting the City's, the NOC's and/or the OCOG's obligations hereunder, not to pursue and/or implement the strategy recommended by the City, the NOC and/or the OCOG for such a

defence if the IOC considers that such strategy may materially and adversely affect the interests of the IOC.

c. Waiver of Claims against the IOC

The City, the NOC and the OCOG hereby waive any Claims against the IOC and all other IOC Indemnitees (as defined in Section 10a above), including for all costs resulting from all acts or omissions of the IOC and/or other IOC Indemnitees relating to the Games, as well as in the event of any performance, non-performance, breach or termination of this Contract by the IOC. This indemnification and waiver of Claims shall not apply to any wilful misconduct or gross negligence by the IOC and/or by any other IOC Indemnitee.

d. No Relief from Indemnification

The provision by the IOC of any approval or consent under this Contract shall in no way relieve the City, the NOC and/or the OCOG, as applicable, from third party liability or otherwise derogate from or impair such party's indemnification obligations set forth in this Section 10. The City, the NOC and the OCOG acknowledge and agree that the IOC may call the City, the NOC and/or the OCOG before any court of law where the IOC is sued, irrespective of the arbitration clause provided for in Section 87 below.

11. Finance-Related Agreements by the City and/or the NOC and/or the OCOG

All agreements entered into by the City and/or the NOC and/or the OCOG relating to or having any effect upon such party's financial responsibility(ies) with respect to the Games shall be submitted to the IOC for its prior written approval. The NOC's share of the Joint Marketing Programme Revenues (as such term is defined in the Joint Marketing Programme Agreement referred to in Section 49a below), shall be consistent with what the NOC would otherwise have been entitled to receive from marketing revenues, should the Games not have been held in the Host Country. Notwithstanding the foregoing, should the Joint Marketing Programme Revenues projected in the candidature file not be achieved for any reason whatsoever, the NOC agrees that it will only receive an actual revenue share that is proportionate to the actual Joint Marketing Programme Revenues. However, should the Games generate a surplus of Joint Marketing Programme Revenues, the NOC shall share in such surplus as provided for in Section 45 below.

12. Olympic Identity and Accreditation Card. Working in the Host Country on Olympic-related Business

In accordance with the Olympic Charter, the Olympic identity and accreditation card is a document which confers on its holder the right to take part in the Games. Together with a passport or other official travel document the Olympic identity and accreditation card allows the holder to enter and remain in the Host Country and perform his Olympic function for the duration of the Games, including a period of at least one (1) month before the scheduled commencement of the Games and one (1) month after the conclusion of the Games. The OCOG shall produce and deliver such cards to all persons entitled to them, under the direction and to the full satisfaction, of the IOC. All matters relating to the Olympic identity and accreditation card, including the categories and related prerogatives as well as the terms upon which it is issued or withdrawn, are at the sole discretion of the IOC, and the OCOG shall act in accordance with all instructions and guidelines provided by the IOC with respect thereto, in particular the terms of the **“Accreditation at the Olympic Games – User’s Guide”**.

The City, the NOC and the OCOG shall ensure, by coordinating with the competent Host Country Authorities, that all persons holding an Olympic identity and accreditation card are exempt from any limitations or restrictions with respect to labour rules (e.g. wage and hour rules) of the Host Country with respect to Olympic-related business carried out by them during this period. Further details are contained in the **“Technical Manual on People Management”**.

13. Entry Formalities for Certain Personnel, Goods and Animals

a. **Temporary Entry of Games-related Personnel into the Host Country**

The City, the NOC and the OCOG recognise that, in relation to the planning, organising, financing and staging of the Games (including Pre-Olympic Test Events, as defined in Section 33 below), it will be necessary to arrange for the temporary entry, before, during and after the Games, of certain personnel (in addition to those persons in possession of the Olympic identity and accreditation card referred to in Section 12 above) into the Host Country, in particular, without limitation, representatives, employees or other persons acting on behalf of the following entities:

- i. the IOC;

- ii. OBS, IOC Television and Marketing Services SA, the Olympic Museum and any other entity, existing at the time of the execution of this Contract or subsequent thereto, owned and/or controlled by the IOC, including their respective subsidiaries or affiliates (an “**IOC-Controlled Entity**”, or “**IOC-Controlled Entities**” as the case may be);
- iii. the official provider of timing and scoring services and its sub-contractors (the “**Official Timekeeper**”);
- iv. the Rights-Holding Broadcasters (as defined in Section 53a below);
- v. the IFs;
- vi. the delegations of the participating National Olympic Committees;
- vii. the media; and
- viii. the Olympic sponsors/suppliers/licensees.

The OCOG shall ensure that all above-noted organisations and personnel who may be carrying out work in the Host Country in relation to the Games (including the Games Broadcast, Coverage and Exhibition as defined in Section 53a below) are able to obtain all appropriate and necessary work permits in an expedited and simplified manner for a period of time beginning not later than one (1) year before the scheduled commencement of the Games and running until at least one (1) year after the conclusion of the Games (or for an extended period upon IOC's written request based on specific operational needs of certain organisations and personnel) in each case without any duties, customs, taxes or similar charges being payable in the Host Country.

The City, the NOC and the OCOG will cause the competent Host Country Authorities to ensure that the presence of the above-mentioned organisations and personnel in the Host Country for the purposes of the Games shall not be deemed to create a permanent establishment under the laws of the Host Country and that the IOC and all other above-mentioned organisations and personnel are exempt from any requirement to create a permanent establishment or establish

any type of local entity in the Host Country to carry out their Games-related activities.

b. *Temporary Importation of Games-related Animals, Equipment and Supplies into the Host Country*

The City, the NOC and the OCOG recognise that, in relation to the planning, organising, financing and staging of the Games (including Pre-Olympic Test Events, as defined in Section 33 below), it will be necessary to arrange for the importation of:

- i. animals (e.g. guide dogs), equipment (e.g. competition firearms) and supplies (e.g. medical supplies) for the purposes of the Games, including in relation to the Games Broadcast, Coverage and Exhibition (as defined in Section 53a below), and for use by the IOC and/or by all organisations and personnel listed in Section 13a above; and
- ii. other items for Games-related activities.

The OCOG shall ensure that, for a period of time beginning not later than four (4) years before the scheduled commencement and running until at least one (1) year after the conclusion of the Games, all above-noted animals, equipment, supplies and other items can enter the Host Country for such purposes in each case without any duties, customs, taxes or similar charges being payable in the Host Country, provided that such animals, equipment, supplies and other items are either consumed in the Host Country, disposed of (other than by sale) or exported within a reasonable period of time following the conclusion of the Games.

c. *Coordination with the Host Country Authorities*

The OCOG shall ensure that the competent Host Country Authorities take all necessary steps to ensure and attain all objectives defined in this Section 13, including the creation of a dedicated migration and customs bureau, or an equivalent structure, in charge of coordinating and providing guidance on matters related to immigration of personnel and importation of goods and animals. The OCOG shall submit to the IOC, for its prior written approval, all arrangements to this effect with the competent Host Country Authorities not later than six (6) months before such arrangements are due to become effective.

14. Contribution of the IOC to the Success of the Games

a. General

In consideration of the City, the NOC and the OCOG fully performing and complying with all their obligations under this Contract, including complying with the timelines and milestones as referred to in the master schedule of the Games, and in order to assist the City, the NOC and the OCOG to plan, organise, finance and stage the Games as contemplated in this Contract:

- i. the IOC shall make the contributions and grant the OCOG the benefits and rights further described in Sections 14b sub-paragraph v) (share of the revenues of the International Programme), 14c (contribution related to broadcast revenues), 14e (services provided by OBS) and 14f sub-paragraph ii) (assistance by IOC's and IOC-Controlled Entities' staff and advisors) below, representing an overall estimated value of:

eight hundred and eighty million United States dollars (US\$ 880'000'000)

(the "**IOC Contribution**") subject to the terms and conditions of this Contract;

- ii. The IOC shall make further contributions and grant the OCOG further benefits and rights, as described in Sections 14b sub-paragraph i) (in relation to the Joint Marketing Program Agreement or the Marketing Plan Agreement), 14b sub-paragraph ii) (in relation to ticket sales), 14b sub-paragraph iii) (in relation to the Olympic coin and banknote programmes), 14b sub-paragraph iv) (in relation to the Olympic stamp programme of the Host Country) and 14d (in relation to the Games Surplus) subject to the terms and conditions of this Contract; and
- iii. the IOC and IOC-Controlled Entities (as defined in Section 13a above) shall provide support and assistance to the OCOG, in particular, in the manner described in Section 14f sub-paragraph i) (in relation to transfer of knowledge activities) below.

b. Commercial Rights and Benefits

The parties agree that, subject to the other terms and conditions of this Contract, the OCOG shall have the following rights and entitlements in relation to the

marketing, ticketing and licensing programs developed and conducted in relation to the Games, as further described in Section 49 below:

- i. the OCOG shall have the right to retain the cash consideration and the value-in-kind or other forms of consideration (e.g. goods and services) of all gross revenues derived from all contracts pertaining to the Joint Marketing Program Agreement or the Marketing Plan Agreement (referred to in Section 49b and 49c below) or containing any element of commercial exploitation of the Games-Related Marks (as defined in Section 42b below) or relating to the Games in any way, subject to the payment obligations to, and entitlements of, the IOC as provided in Section 49e below;
- ii. the OCOG shall have the right to retain the gross revenues generated from all forms of ticket sales pertaining to the Games, subject to the payment obligations to, and entitlements of, the IOC as provided in Section 49e below;
- iii. the OCOG shall have the right to retain a share of the proceeds from Olympic coin and banknote programmes as provided in Section 49g below;
- iv. the OCOG shall have the right to retain a share of the proceeds from the Olympic stamp programme of the Host Country as provided in Section 49h below; and
- v. the OCOG shall have the right to retain a share of the net revenues from the International Programme referred to and further set forth in Section 49f below. Such share shall be determined by the IOC, in its sole discretion, and shall be subject to Section 51 below. However, for indicative purposes only and without any obligation of any kind on the part of the IOC in that respect, based on the experience of the IOC from previous editions of the Olympic Winter Games, the amount of the OCOG's share of the net revenues from the International Programme is currently estimated at two hundred million United States dollars (US\$ 200'000'000).

No benefits or other rights of any kind contemplated in this Section 14b may be construed as an assignment or transfer of rights from the IOC to the OCOG. Unless otherwise stated in this Contract, all rights and benefits contemplated herein shall expire on 31st December 2022. All rights and benefits not expressly granted by the IOC to the City, the NOC and the OCOG are hereby reserved by and to the IOC.

c. **Contribution Related to Broadcast Revenues**

The IOC will grant to the OCOG a financial contribution related to revenues generated from Broadcast Agreements (as defined in Section 53a below) which, subject to the following terms and conditions, shall be of an amount of four hundred and thirty million United States dollars (US\$ 430'000'000):

- i. the IOC shall decide in its sole discretion the schedule, currency and other conditions applicable to the payment of this contribution;
- ii. any payment of this contribution received by the OCOG before the conclusion of the Games shall be considered as an advance in payment, subject to full or partial reimbursement in the cases of full or partial cancellation of the Games or any other contingency obliging the IOC to reimburse certain amounts advanced by third parties in relation to the Games. Not later than four (4) years prior to the scheduled commencement of the Games, the OCOG shall provide to the IOC, a form of security acceptable to the IOC and enter into an agreement with the IOC setting forth the terms and conditions applicable to the reimbursement of the this contribution to the IOC; and
- iii. notwithstanding anything provided herein, the IOC shall have the right to reduce the amount of this contribution, or to withhold or cancel any payment thereof, if the IOC considers, in its sole discretion, that any of the following conditions are not being fulfilled: (a) the successful planning, organising, financing and staging of the Games by the City, the NOC and the OCOG to the satisfaction of the IOC; (b) the full performance and compliance by the City, the NOC and the OCOG with all their obligations under this Contract, including the IOC's receipt of all required financial, audit and other reports and other information; and (c) the IOC receiving

the full extent of the revenues anticipated from Broadcast Agreements concluded in relation to the Games.

d. **Right to Retain a Share of the Games Surplus**

The OCOG and the NOC shall have the right to retain eighty percent (80%) of any surplus resulting from the celebration of the Games, such surplus amount to be calculated and divided among the OCOG and the NOC in accordance with the terms of Section 45 below.

e. **Services to be Provided by OBS**

In accordance with Section 54 sub-paragraph i) below, and subject to the OCOG's obligation to provide certain services and facilities in accordance with Section 54 sub-paragraph ii) below, OBS shall be entrusted by the IOC with, and shall exercise at the IOC/OBS' cost, all responsibilities of host broadcaster (Olympic Broadcast Organisation) of the Games, in particular, the production of the international television and radio signals.

For indicative purposes only and without any obligation of any kind on the part of the IOC and/or OBS in that respect, it is understood that, based on the experience of the IOC/OBS from previous editions of the Olympic Winter Games, the value of the services to be provided by IOC/OBS for the Games pursuant to this Section 14e is currently estimated at one hundred and seventy million United States dollars (US\$ 170'000'000).

f. **General Assistance and Transfer of Knowledge Activities**

The IOC and IOC-Controlled Entities will assist the OCOG during its entire lifecycle and provide, at no cost to the OCOG, guidance and information based on the experience and knowledge accumulated during the organisation and staging of previous editions of the Olympic Games and, in particular, the following assistance:

- i. in accordance with Section 28a below, the IOC will share with the OCOG certain information, knowledge and expertise and make available to the OCOG relevant information acquired from other Organising Committees of the Olympic Games and will allow the OCOG to participate in and benefit from the IOC's Olympic Games Knowledge Management Programme (OGKM) and related initiatives;

- ii. the IOC will make available to the OCOG the expertise from the IOC's and IOC-Controlled Entities' staff and advisors in areas most relevant for the planning, organising, financing and staging of the Games, including without limitation, in relation to corporate organisation, finance, marketing, technology, legal services, medical services, doping controls, sustainability, creative productions, venue planning, ticketing and business development. Based on the experience of the IOC from previous editions of the Olympic Winter Games, the value of this assistance is currently estimated at eighty million United States dollars (US\$ 80'000'000).

15. Responsibility for the Organisation of an IOC Session and Other Meetings

The City, the NOC and the OCOG shall be responsible for organising various IOC meetings in the period leading up to, and during the Games, including the IOC Session in accordance with the terms, and financial responsibilities set forth in the "**Technical Manual on Olympic Family and Dignitary Services**", which shall apply upon the occasion of all meetings convened at the request of the IOC from the time of execution of this Contract until at least three (3) days after the conclusion of the Games.

II. Principles of Planning, Organising, Financing and Staging

16. Games Planning, Organising, Financing and Staging

The City, the NOC and the OCOG shall be responsible for, and shall ensure, the successful planning, organising, financing and staging of the Games, subject to Section 4 above. As soon as possible, but in any event not later than eighteen (18) months after the formation of the OCOG, the OCOG shall submit a general organisational plan of the OCOG and of the Games, to the IOC for its approval. Thereafter, all changes to such general organisational plan shall be subject to the prior approval of the IOC. The OCOG shall also provide to the IOC for review and comments a consolidated budget, including any updates thereof, in accordance with the requirements and timeframes set forth in the “**Technical Manual on Finance**”, and the OCOG undertakes to comply with and implement any recommendation made by the IOC in that regard.

The OCOG shall provide to the IOC, at the OCOG's expense, on a regular basis, as requested by the IOC, updates, details and deliverables regarding the OCOG's general planning, organising, financing and staging process(es). Further details regarding the planning, coordination and management of the Games are contained in the “**Technical Manual on Games Management**”.

17. Validity of Agreements

The City, the NOC and the OCOG hereby agree to and confirm the following:

- i. that the legal validity and effectiveness of all the agreements entered into by them, directly or indirectly concerning the Games or the IOC's moral, material, intellectual property and other rights, are subject to the prior written approval of the IOC;
- ii. based upon templates provided by the IOC, the OCOG shall establish and submit to the IOC for its prior written approval, standard form agreements to be executed between the OCOG and third parties (e.g. with respect to sponsorship, suppliership, licensing or ticket resellers) and the OCOG shall ensure that all agreements that it enters into with third parties comply therewith. Any changes to the OCOG's standard form agreements

previously approved by the IOC must be submitted, in marked-up form, to the IOC for its prior written approval; and

- iii. the IOC will consult with the OCOG, upon the latter's reasonable request, to agree upon areas in which the IOC may be prepared to establish and implement operational procedures for their mutual convenience, including types of agreements with respect to which the IOC may agree to waive its rights of approval.

18. Promoting Olympism and the Games, Olympic Truce and Peace

a. Promoting Olympism and the Games

The City, the NOC and the OCOG shall promote Olympism (as defined in the Olympic Charter), the development of the Olympic Movement as well as the sporting merits of the great international festival of youth constituted by the Games, including without limitation, their social, educational, aesthetic and moral aspects as approved by the IOC.

b. Olympic Truce and Peace

In conformity with the fundamental principles of Olympism (as defined in the Olympic Charter), the OCOG shall carry out various activities during the period leading up to and throughout the Games in connection with the promotion of peace and human understanding through sport, and in particular of the Olympic Truce. The OCOG shall submit to the IOC not later than four (4) years before the scheduled commencement of the Games, for its prior written approval, the detailed programme of these activities.

19. No Inconsistent Commitments or Activities

With respect to the provisions of the Olympic Charter and the terms of this Contract, and without limiting the validity, scope, effectiveness and binding nature of any Candidature Undertaking (in particular of the covenant given by the Government to respect all obligations set out in the Olympic Charter and this Contract), the City, the NOC and the OCOG hereby confirm in particular:

- i. that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organising, financing and staging of the Games or their public and media exposure, shall take

place in the City itself, or its neighbourhood or in the cities hosting other competition sites or their neighbourhoods during the Games or during the preceding or following week, without the prior written approval of the IOC;

- ii. that the City shall not use the Games to serve any purpose other than the interests of the Olympic Movement;
- iii. that no agreements shall be entered into, having any connection with the Games, between the OCOG and any national, regional or local organisation (whether governmental or non-governmental), without the prior written approval of the IOC;
- iv. that no negotiations shall take place nor agreements be entered into, having any connection with the Games, between the OCOG and any international or supranational organisation (whether governmental or non-governmental), or foreign state, without the prior written approval of the IOC; and
- v. that no invitations or accreditations shall be issued, having any connection with the Games, to any foreign governmental or political personalities without the prior written approval of the IOC.

20. Travel, Transport

a. Support Travel Grants

The payment of the support travel grants, based on standard economy class return fare, of the team delegations of the National Olympic Committees (i.e. duly qualified and accredited athletes and accredited team officials and other team personnel entitled to stay in the Olympic Village(s), as defined in Section 29 below), to the City from the capital city or main airport designated by each National Olympic Committee, by direct route, shall be borne by the OCOG (i.e. support travel grants). The OCOG shall abide by the procedures and deadlines determined by the IOC with respect to such payments. Further details are contained in the **“Technical Manual on NOC Services”**.

The payment of the support travel grants, based on standard economy class return fare, of the international judges, referees and other technical officials, including the members of the juries of appeal of the respective IFs, within the

total number determined by the IOC upon proposal of the IF concerned, to the City from their countries of residence, shall be borne by the OCOG. The OCOG shall also pay the travel costs, within the Host Country, of the national judges, referees and other technical officials.

b. **Transport**

The OCOG shall provide a safe, reliable and efficient system of transport, within the Host Country, free of charge, for all the following accredited persons: athletes, team officials and other team personnel, technical officials, members of the media, representatives, employees or other persons acting on behalf of Rights-Holding Broadcasters (as defined in Section 53a), Olympic sponsors/suppliers/licensees, Games-related workforce and other persons, as designated by the IOC, in accordance with the transport terms, conditions and prerogatives referred to in the “**Technical Manual on Transport**” and the “**Technical Manual on Arrivals & Departures**”. All aspects of transport shall be subject to the prior written approval of the IOC. In addition, the OCOG shall abide by the transport prerogatives set forth in the “**Accreditation at the Olympic Games – User’s Guide**”.

21. Sustainable Human and Environmental Development

The City, the NOC and the OCOG undertake to carry out their obligations and activities under this Contract in a manner which embraces the concept of sustainable development, and which serves to promote the protection of the environment. In particular, the concept of sustainable development shall address the legacy of the Games, including the concerns for post-Olympic use of venues and other facilities and infrastructures, referred to in Section 36 below. The City, the NOC and the OCOG shall take all necessary measures to ensure that development projects necessary for the organisation of the Games comply with local, regional and national legislation and international agreements, standards and protocols, applicable in the Host Country with regard to planning, construction, protection of the environment, health and safety and labour laws.

22. Look of the Games

The OCOG shall develop a comprehensive, consistent and cohesive visual presentation of the Games in venues and in the Host City and other cities hosting events of the Games (the “**Look of the Games**”), whereby, not later than from the official date on which the Olympic Village(s) (as defined in Section 29 below)

is (are) required by the IOC to be open, until the conclusion of the Games, all venues gateway ports and main thoroughfares throughout the host city and other cities hosting events of the Games will be decorated with Olympic Properties and/or Olympic-related terminology and images. The OCOG shall submit its Look of the Games concept and strategy to the IOC, for approval in alignment with the master schedule of the Games. The OCOG and the City shall implement and shall ensure compliance with the Look of the Games programme in the host city and in other cities that are hosting events of the Games. Within twelve (12) months of execution of this Contract, the City, in conjunction with the OCOG, will submit to the IOC for approval a City branding strategy to ensure that the City is visibly identified as the host city of the Games. Further details regarding the Look of the Games are contained in the “**Technical Manual on Brand, Identity and Look of the Games**”.

23. Security

The Host Country Authorities shall be responsible for all aspects of security in relation to the Games, including the financial, planning and operational aspects related thereto. The City, the NOC and the OCOG shall ensure, and shall cause the Host Country Authorities to ensure, that all appropriate and necessary measures shall be taken in order to guarantee the safe and peaceful celebration of the Games. They shall also report to the IOC on security matters, on a regular basis or as otherwise requested by the IOC, including responding in a timely manner to any specific questions raised by the IOC.

24. Medical and Health Services

The City, the NOC and the OCOG, acting in coordination with the competent Host Country Authorities, shall be responsible for all aspects of medical and health services related to the Games. The City, the NOC and the OCOG shall be responsible for ensuring the implementation of all necessary and appropriate medical and health service measures, including repatriation, in accordance with all instructions from the IOC. Approximately four (4) years before the scheduled commencement of the Games, the IOC shall specify the categories of Olympic family members and accredited persons to whom medical and health services shall be provided free of charge for all medical conditions occurring during their stay in the Host Country for the Games. The extent and level of such services shall be subject to the prior written approval of the IOC. Further details regarding

medical and health services are contained in the “**Technical Manual on Medical Services**” and in the “**Technical Manual on Finance**”.

25. Anti-Doping Controls, Compliance, Ensuring Government Cooperation and Support Relating to Anti-Doping Matters

a. Anti-Doping Controls and Compliance

The OCOG, at its expense, shall put into place and carry out anti-doping controls, under the authority of the IOC, in accordance with the instructions received from the IOC and the provisions of the World Anti-Doping Code and the IOC Anti-Doping Rules that will be applied by the IOC at the time of the Games. The laboratory duly accredited by the World Anti-Doping Agency, used during the Games, shall be situated in (or in close proximity to) the City. Further details regarding doping controls are contained in the “**Technical Manual on Medical Services**”.

b. Ensuring Government Compliance, Cooperation and Support Relating to Anti-Doping Matters

The City, the NOC and the OCOG shall ensure that the Government and NOC or any other Host Country Authority (including the National Anti-Doping Organization), guarantee the application of, and their compliance with, the World Anti-Doping Code and the IOC Anti-Doping Rules upon the occasion of the Games, in particular with regards to investigations and intelligence gathering activities and, upon request of the IOC, provide their full cooperation and support for the implementation of the IOC Anti-Doping Rules applicable to the Games. Such cooperation and support shall, *inter alia*, relate to investigations and procedures regarding athletes, athletes’ support personnel or any other person(s) involved in trafficking, or in assisting in any way in relation to the use of prohibited substances or prohibited methods.

26. OCOG Progress Reports

The OCOG shall promptly provide oral and written reports in English and French in the form and substance determined by the IOC on the progress of the preparation of the Games, including financial information and other details regarding the planning, organising, financing and staging of the Games as well as information on the legacy of the Games, whenever the IOC requests it to do so. Decisions taken by the IOC following such reports shall be acted upon promptly

by the OCOG. Further details regarding the OCOG progress reporting are contained in the “**Technical Manual on Games Management**”.

27. Coordination Commission

The IOC President shall establish, at the IOC's expense, a Coordination Commission to manage and implement the working relationship between, on the one hand, the OCOG and the Host Country Authorities and, on the other hand, the IOC, the IFs and the National Olympic Committees. Such Coordination Commission, which will include representatives of the IOC, the IFs, the National Olympic Committees, Organising Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the IPC as well as experts designated or approved by the IOC, will monitor on behalf of the IOC the decisions, activities and progress of the planning, organising, financing and staging of the Games, provide assistance to the OCOG and the Host Country Authorities and exercise any additional authority conferred upon it by the IOC. The Coordination Commission shall meet with the OCOG and the Host Country Authorities on a regular basis and, in the case of any matter that cannot be resolved by the Coordination Commission or in respect of which any party refuses to act in accordance with the Coordination Commission's recommendations, the IOC shall make the final decision. The monitoring of the planning, organising, financing and staging of the Games by the Coordination Commission shall in no way limit the obligations, or reduce the responsibility(ies), of the OCOG and of the Host Country Authorities under this Contract, including for the consequences of, or damages arising from, any of their decisions, activities, omissions or failures. The Coordination Commission shall be independent from the OCOG. The travel and accommodation costs of the Coordination Commission members' attendance at such meetings shall be borne by the IOC. Further details regarding the role and format of the Coordination Commission, as well as the OCOG's and the Host Country Authorities' progress reporting to the Coordination Commission, are contained in the “**Technical Manual on Games Management**”.

28. Games Information and Knowledge Management

a. Support Provided to the OCOG

To assist the OCOG in the planning, organising, financing and staging of the Games, the IOC will share with the OCOG information, knowledge and expertise that the IOC has acquired over the years. The IOC will in particular make available to the OCOG relevant information acquired from other Organising

Committees of the Olympic Games, in formats and timelines determined by the IOC. The OCOG will also be entitled to participate in and benefit from the IOC's Olympic Games Knowledge Management Programme (OGKM) and related initiatives.

b. **OCOG's Contribution to the Legacy of the Games**

The OCOG shall contribute to the legacy of the Games and the successful continuity of the Olympic Games by providing to the IOC, for the benefit of future Organising Committees of the Olympic Games and the rest of the Olympic Movement, all data, documentation, material, objects, photography, video, systems, websites, software source codes (without limitation of their format, storage medium or their explicit or implicit nature) acquired in the course of the planning, organising, financing and staging of the Games ("**Games Information Knowledge and Expertise**"). The OCOG and the City shall share, and shall ensure that the relevant Host Country Authorities and third parties with key operational roles in the organisation of the Games share, their Games Information Knowledge and Expertise with the IOC and other beneficiaries designated by the IOC, free of charge and as reasonably requested by the IOC. All such Games Information Knowledge and Expertise shall be delivered to the IOC, in accordance with the formats and timelines determined by the IOC.

c. **Knowledge Management Principles**

From the date of its formation until its dissolution, the OCOG shall maintain a management unit responsible for coordinating all matters of information and knowledge management and related processes. The OCOG shall ensure that all Games Information Knowledge and Expertise under its responsibility is safely kept and managed, in conformity with current state of the art processes and technologies, at all times and that the IOC has free access to it. The OCOG shall also establish a legacy plan for the long-term preservation of Games Information Knowledge and Expertise following its dissolution. Upon the conclusion of the Games, the OCOG shall produce and distribute various reports and publications, including the official report on the celebration and staging of the Games, in accordance with the Olympic Charter and the directions given by the IOC.

d. IOC's Exclusive Rights

The City, the NOC and the OCOG acknowledge and agree that, in accordance with Section 41a below, the IOC shall be the exclusive owner of all Games Information Knowledge and Expertise developed, created or otherwise acquired by or on behalf of the OCOG, including all rights, titles and interests related thereto, in perpetuity. The OCOG shall not provide such content to any third party without the express prior written approval of the IOC. The OCOG shall obtain the necessary rights so that the IOC may exploit or authorise third parties to exploit all such content, including after the Games. Further details regarding the obligations and processes mentioned in this Section are contained in the **“Technical Manual on Games Management”**, **“Technical Manual on Communications”** and **“Technical Manual on Information and Knowledge Management”**.

III. Organisation of Accommodation

29. Olympic Village(s)

An Olympic village(s), and other appropriate accommodations, services and facilities as referred to in the Olympic Charter, reserved for the athletes, team officials and other team personnel, shall be provided by the OCOG in accordance with the terms and conditions contained in the "**Technical Manual on Olympic Village**" and the "**Technical Manual on Accommodation**". In furtherance of the foregoing, the OCOG acknowledges and agrees that:

- i. it is not possible at the date of the execution of this Contract to specify the maximum number of such athletes, team officials and other team personnel to be accommodated in the Olympic Village(s) and other appropriate accommodations. This number shall be provided not later than 31 December 2019. For initial planning purposes only, however, the OCOG shall undertake and should be prepared to provide accommodation for approximately 4'900 persons.
- ii. the Olympic Village(s) and other appropriate accommodations shall be made available, by the OCOG, at the OCOG's sole cost and expense, with all necessary services, for a period determined by the IOC in its sole discretion;
- iii. room and board at the Olympic Village(s) and other appropriate accommodations, during the period that it is made available, shall be provided free of charge by the OCOG to the duly qualified and accredited athletes and team officials, as determined by the IOC in its sole discretion;
- iv. in addition to the accommodations provided pursuant to Section 30 subparagraph i) above, the OCOG shall provide for supplementary accommodation for accredited team officials and other team personnel not residing in the Olympic Village(s). The costs of such accommodation shall be covered by the respective National Olympic Committees. It is not possible at the date of the execution of this Contract to specify the maximum number of such team officials and other team personnel to be accommodated in such supplementary accommodations. A formal estimate shall be provided upon completion of the XXIII Olympic Winter

Games in PyeongChang in the year 2018. For initial planning purposes only, however, the OCOG shall undertake and should be prepared to provide as supplementary accommodation approximately 650 rooms (double occupancy) or 1'300 beds.

30. Media Accommodation

The OCOG shall be responsible for ensuring, and shall ensure, that there are sufficient and adequate accommodations available for all accredited media, and shall cause such accommodations to be provided, at the expense of such accredited media, as set forth in the "**Technical Manual on Media**", and the "**Technical Manual on Accommodation**".

31. Accommodation for Accredited Persons

The OCOG shall be responsible for providing, and shall provide, sufficient and adequate accommodations for all other accredited persons, including the Rights-Holding Broadcasters (as defined in Section 53a below) and Olympic sponsors, as indicated in the "**Accreditation at the Olympic Games – User's Guide**", and as set forth in the "**Technical Manual on Accommodation**". The allocation of hotels or other types of accommodation to such accredited persons is subject to the prior written approval of the IOC in accordance with the master schedule of the Games.

32. General Price Control

Where there are no specific prices established pursuant to this Contract by the IOC or by any other arrangement approved by the IOC, such as for newly planned and built hotels, the highest prices charged for hotel rooms, conference rooms, media village(s) rooms and related services for accredited persons attending the Games, shall not exceed the rates of hotels and rooms contained in the City's application or candidature file for comparable quality and location and services. Where there are specific rates contained in the City's application or candidature file, should these rates increase, the OCOG shall be financially responsible to pay such increase. The City, the NOC and the OCOG shall ensure that reasonable prices are charged to non-accredited persons attending the Games for hotel rooms in and around the City, and in and around other cities that are hosting events of the Games, upon the occasion of the Games.

IV. Organisation of the Programme of the Games

33. Programme of the Games, Dates for Holding the Games

The IOC has informed the City and the NOC of the programme (sports, disciplines and events) of the XXIII Olympic Winter Games in PyeongChang in the year 2018, which will form the basis of the Olympic programme for the Games. By the end of the 128th Session in Kuala Lumpur, the IOC will decide the updated list of sports, disciplines and events to be included in the Olympic programme for the Games (the “**Programme of the Games**”), as well as the relevant quotas, and will promptly communicate this information to the City and the NOC.

Notwithstanding any provision to the contrary contained in this Contract, the IOC reserves the right to make changes to sports, disciplines and events in the Programme of the Games, at any time, subsequent to the end of the 128th Session in Kuala Lumpur, as the IOC may consider to be in the best interests of the Games, subject to Section 7 above.

The session-by-session competition schedule shall be submitted by the OCOG to the IOC for its prior written approval not later than two (2) years before the scheduled commencement of the Games. The final dates for the holding of the Games, including the number of days of competition and the scheduling of the Opening and Closing Ceremonies, shall be decided by the IOC in consultation with the OCOG.

Prior to the scheduled commencement of the Games, the OCOG shall organise and hold athletic competitions for each sport and discipline included in the Programme of the Games at the installations and facilities intended for use during the Games, in order to test the Olympic Venues (as defined in Section 35 above) and operations (“**Pre-Olympic Test Events**”). The OCOG shall submit the proposed schedule of Pre-Olympic Test Events to the IOC for its prior written approval not later than two (2) years before the scheduled commencement of the Games. In accordance with Section 13 above, the OCOG shall arrange for the temporary entry of certain personnel into the Host Country and for the importation of equipment, supplies and other items for purposes of such Pre-Olympic Test Events. The OCOG shall ensure that such personnel obtain all appropriate and necessary work permits, in an expedited and simplified manner, and that all such

equipment, supplies and other items can enter the Host Country for purposes of the Pre-Olympic Test Events, in each case without any duties, customs, taxes or similar charges being payable in the Host Country. For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional, advertising or broadcast rights relating to Pre-Olympic Test Events to any third parties other than Olympic sponsors or Rights-Holding Broadcasters respectively.

34. Technical Standards for Each Sport

The City, the NOC and the OCOG shall respect and adhere to the technical standards for each sport, including the provision of adequate and properly equipped sports competition venues and training venues commensurate with Olympic-level competition and the number of athletes expected to participate in the Games, as proposed by the relevant IF and as may be approved by the IOC. Further details regarding this matter are contained in the “**Technical Manual on Sport**” and the “**Technical Manual on Design Standards for Competition Venues**”.

35. Olympic Venues

The capacity, contents, location, structure (permanent/temporary) and construction schedule of the competition venues and non-competition venues, such as the Olympic village(s), International Broadcast Centre/Main Press Centre, training venues and ceremony venues (collectively “**Olympic Venues**”) proposed by the City and the NOC in their application to host the Games may not be modified without the prior written approval of the IOC. In the event of modifications with regard to competition venues, the relevant IF must also be consulted. Further information is contained in the “**Technical Manual on Venues**” and the “**Technical Manual on Design Standards for Competition Venues**”.

V. Organisation of Cultural Programme and City Activities

36. Cultural Programme and City Activities

The OCOG must organise and present a programme of artistic, musical, folkloric and other cultural events which shall serve to promote harmonious relations, mutual understanding and friendship among the participants and other persons attending the Games ("**Cultural Programme**"). The OCOG's plan for such Cultural Programme shall be submitted to the IOC for its prior written approval not later than two (2) years before the scheduled commencement of the Games. The Cultural Programme shall cover at least the entire period during which the Olympic Village(s) is/are open. The Cultural Programme shall also include the IOC's own programme of exhibitions (costs of which are to be borne by the IOC), at the request and discretion of the IOC. The OCOG shall reserve sufficient and adequate seating at the events of the Cultural Programme taking place in the City, and in and around other cities that are hosting events of the Games, and shall provide such seating, free of charge, for the IOC client group as defined in the "**Technical Manual on Accommodation**".

The OCOG shall also submit to the IOC, for its prior written approval not later than two (2) years before the scheduled commencement of the Games, the programme of all activities, which will take place in the City or the Host Country upon the occasion of the Games ("**City Activities**"). This shall include the OCOG's arrangement for location(s) in the City where celebrations, entertainment, the Live Sites (as defined below) and similar activities shall take place in relation to the Games.

Without limiting the generality of the foregoing, the organisation and staging by the City, the NOC or the OCOG of any event in the Host Country at which the Games are broadcast and exhibited (including by means of theatrical media or closed circuit television) in spaces open to the general public and for which the organisers may charge an admission fee to such event ("**Live Sites**") is subject to the prior approval of the IOC. The City, the NOC and the OCOG acknowledge and agree that the IOC, the Rights-Holding Broadcaster in the Host Country, Olympic sponsors and other members of the Olympic family may also be entitled to organise Live Sites in the Host Country (including, without limitation, in the City) during the period of the Games.

The OCOG shall ensure that sponsorship, promotional, advertising and broadcasting rights relating to the Cultural Programme and City Activities are granted to Olympic sponsors and Rights-Holding Broadcasters, to the exclusion of any third parties.

Further details regarding the Cultural Programme and City Activities are contained in the “**Technical Manual on City Activities and Live Sites**”.

VI. Ceremonies, Olympic Flame and Torch Relay, Medals and Diplomas

37. Scenarios for Ceremonies

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. Further details regarding the Ceremonies are contained in the "**Technical Manual on Ceremonies**".

In order to ensure the highest quality production, as well as broadcast coverage of the Opening and Closing Ceremonies of the Games, the OCOG will consult and collaborate with OBS regarding the progress and development of the Ceremonies; it being understood, however, that the final authority and control with respect to such production shall be vested in the OCOG and that the final authority and control with respect to the broadcast coverage shall be vested in OBS.

For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional, advertising or broadcast rights relating to the programme for all Ceremonies to any third parties other than Olympic sponsors, or Rights-Holding Broadcasters (as defined in Section 53a below) respectively.

38. Olympic Flame and Torch Relay

The OCOG shall organise a torch relay, which shall not extend beyond the Host Country (the “**Olympic Torch Relay**”). In accordance with Section 41a below, the IOC holds all rights relating to the use of the Olympic flame, Olympic torches and the Olympic Torch Relay. As a consequence, there shall be only one Olympic Torch Relay programme relating to the Games and all matters relating thereto (including the theme, the proposed sponsors, if any, the design of the torches, the numbers produced and the distribution thereof, the lighting of the Olympic flame, the route and duration, number of runners, any broadcast and media exploitation plans, the provision of equipment and, more generally, any animation or other programme created and/or put into place by or for the OCOG related thereto) shall be submitted to the IOC for its prior written approval. Notwithstanding the foregoing, the IOC reserves the right to make changes at any time to certain aspects relating to the Olympic Torch Relay, in its sole discretion, as the IOC may consider to be in the best interests of the Games and the City, the NOC and the OCOG undertake to adapt to such changes at their cost. The OCOG shall provide to the IOC, prior to the scheduled commencement, at the OCOG’s expense, forty (40) Olympic torches. Further details regarding the Olympic Torch Relay are contained in the “**Technical Manual on Olympic Torch Relay**”.

For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional, advertising or broadcast rights, relating to the Olympic Torch Relay to any third parties other than Olympic sponsors or Rights-Holding Broadcasters (as defined in Section 53a below) respectively.

39. Olympic Medal Plaza

The Olympic winners’ medals shall be awarded to the competitors in certain competitions at a specific location, which shall be referred to as the “**Olympic Medals Plaza**”. The OCOG shall submit to the IOC, for its prior written approval, not later than two (2) years before the scheduled commencement of the Games, the site selection for the Olympic Medals Plaza and, not later than eighteen (18) months before the scheduled commencement of the Games, the scenario and the detailed programme for the Olympic Medals Plaza, including the proposed ceremonies for the awarding of the Olympic winners’ medals and the details regarding the proposed performances. Without restricting the generality of the

foregoing, the OCOG shall ensure that the rights of the Rights-Holding Broadcasters (as defined in Section 53a below) and of Olympic sponsors, suppliers and licensees are protected, including by obtaining all rights and clearances, and making such payments, in connection therewith, in each case as more fully set forth in Section 41e below. Further details regarding the Olympic Medals Plaza are contained in the “**Technical Manual on City Activities**”.

For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional, advertising or broadcast rights relating to the programme for the Olympic Medals Plaza to any third parties other than Olympic sponsors, or Rights-Holding Broadcasters (as defined in Section 53a below) respectively.

40. Medals and Diplomas

All medals, including Olympic winners’ medals and commemorative medals, and all diplomas, shall be produced and distributed under the strict supervision, and subject to the prior written approval of the IOC. The Olympic winners’ medals shall be distributed solely to athletes placing in the top three in the competitions included in the Programme of the Games (as defined in Section 33 above). The diplomas, which are awarded to the athletes placing in the top eight, shall include the names of such athletes and the sports, disciplines and events for which they were awarded. The number of Olympic winners’ medals struck shall be subject to the prior written approval of the IOC, and the OCOG shall furnish to the IOC a certificate confirming the exact number of such medals that have been struck. All the moulds of all Olympic winners’ medals and commemorative medals and all undistributed medals and diplomas shall be delivered and assigned, without reservation or encumbrance by the OCOG to the IOC, at no cost, upon the conclusion of the Games. The OCOG shall provide to the IOC, at the OCOG’s expense, a minimum of twenty-five (25) sets of the Olympic winners’ medals (i.e. a total of 75 medals - 25 gold, 25 silver and 25 bronze). Subsequent to the Games, the OCOG shall provide to the IOC an inventory detailing the distribution of all Olympic winners’ medals. A set (or sets) of the Olympic winners’ medals may be kept by the City and/or the NOC for museum exhibition and/or archival purposes, subject to the prior written consent of the IOC. Further details are contained in the “**IOC Protocol Guide**”.

VII. Intellectual Property-related Matters

41. Exclusive Ownership of the IOC in the Games and all Related Rights and Data

a. Exclusive Rights of the IOC

The City, the NOC and the OCOG acknowledge and agree that the Games and all events organised by the City, the NOC and/or the OCOG in connection therewith – including without limitation, all events included the Programme of the Games (as defined in Section 33 above) and all Ceremonies (as defined in Section 37 above) - are the exclusive property of the IOC and that the IOC owns all rights and data relating thereto, throughout the world and in perpetuity. Such exclusive rights of the IOC shall include in particular all Intellectual Property Rights (as defined below) in and to the Games and all goodwill associated therewith, as well as all other rights, titles and interest relating to the planning, organising, financing and staging of the Games, including the Games Broadcast, Coverage and Exhibition (as defined in Section 53a below) and any other form of exploitation, recording, representation, marketing, reproduction, access and dissemination thereof by any means or mechanism whatsoever, whether now existing or developed in the future.

The term “**Intellectual Property Rights**” shall refer to and include any:

- i. copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or not);
- ii. applications for registration and the right to apply for registration for any of these rights;
- iii. all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world; and
- iv. all renewals, reversions and extensions thereof.

b. Legal Protection in the Host Country

The City, the NOC and the OCOG shall ensure, including by causing the competent Host Country Authorities to take any necessary steps, that appropriate legislation and other means of enforcement satisfactory to the IOC are put in place in the Host Country in order to ensure the protection and ownership of the IOC's rights and interests described in Section 41a above. Such legislation and enforcement measures shall include, in particular, protection against

unauthorised uses of Olympic Properties, Ambush Marketing (as defined in Section 44b below) and unauthorised Games Broadcast, Coverage or Exhibition (as defined in Section 53a below), on behalf and for the benefit of the IOC, as well as procedures and remedies allowing for related disputes to be resolved in a timely manner, in particular when such disputes arise upon the occasion of the Games.

c. **Conveyance of Rights upon Conditions**

The IOC may, in its sole discretion, assign, license or otherwise convey, on an exclusive or non-exclusive basis, all or any part of the rights and interests referred to in Section 41a above, or any title or benefit that the IOC derives therefrom, to the OCOG for the duration of this Contract and for the purposes of the planning, organising, financing and staging of the Games. Any such conveyance of rights, titles or interests shall be conditional at all times upon the OCOG's full compliance with this Contract and in particular the IOC's satisfaction with the protection implemented pursuant to Section 41b above. The IOC reserves the right to revoke any assignment, licence, authorisation or right conveyed pursuant to this Section 41c, at any time and without restrictions or any compensation of any kind due to the City, the NOC and/or the OCOG, should the City, the NOC and/or the OCOG not fulfil their obligations under this Contract.

d. **Games-Related Properties**

In accordance with Sections 41b and 41c above, the IOC may grant the City, the NOC and/or the OCOG, as applicable, the right to create, develop, use or exploit (including the right to license to third parties), certain distinctive signs, assets, productions in the literary or artistic domain (including their performances or interpretations in all modes or forms of expression) or other properties, in relation to the Games. Such Games-related properties are part of the Olympic Properties (as defined in the Preamble); they shall include all properties created by, on behalf or for the use of the Candidature Committee, the City, the NOC or the OCOG in the course of the application and candidature process and/or of the planning, organising, financing and staging of the Games and, in particular, the following:

- i. emblem(s) of Candidature Committee (i.e. both the applicant city emblem and the candidate city emblem;

- ii. emblems and mascots, including all graphic and three-dimensional representations thereof;
- iii. pictograms;
- iv. elements of the Look of the Games (as defined in Section 22 above);
- v. official posters designs (all posters issued by the OCOG);
- vi. Olympic torch designs and any moulds relating thereto;
- vii. badges and any moulds relating thereto;
- viii. Olympic winners' medals and commemorative medals designs and any moulds relating thereto;
- ix. diplomas;
- x. official publications;
- xi. domain names;
- xii. literary works;
- xiii. musical works and contents;
- xiv. audio-visual and/or cinematographic works and productions;
- xv. Official Film (as defined in Section 56 below);
- xvi. art works and plastic arts;
- xvii. photographs, pictures and images (still and moving);
- xviii. dramatic or dramatico-musical works, choreographic and scenographic works;
- xix. works of applied arts;
- xx. graphic works and elements,
- xxi. multi-media works and computer programs;
- xxii. collections, compilations and/or selection of works and/or elements;
- xxiii. official coins and banknotes (developed and distributed as part of the coin and banknote programme of the Host Country referred to in Section 49g below); and
- xxiv. official stamps (developed and distributed as part of the stamp programme of the Host Country referred to in Section 49h below).

e. **Clearances-Related Obligations**

The OCOG shall obtain all rights, clearances and authorisations for any product, item or element used, incorporated, produced, made, devised or invented for the performance and staging of the Ceremonies as defined in Section 37 above (in particular, with respect to recorded music, live music, musical compositions, audio-visual productions and other artistic content); for all other Games-related events (including, without limitation, all competition events forming part of the

Programme of the Games and all events related to the Olympic Torch Relay, Pre-Olympic Test Events, the Cultural Program and the City Activities including the Live Sites); and for their incorporation or use in any of the Games-related properties listed in Section 41d above and make all payments which have or may become due in connection therewith. The OCOG shall ensure that appropriate contractual instruments or other documentation (as may be required by the IOC) are executed with all performers and other third parties involved in the Ceremonies and other Games-related events not later than 30 days before the scheduled date of the Opening Ceremony of the Games.

Such rights, clearance and authorisations shall be obtained, and such payments shall be made, for the use and exploitation of the above-mentioned content and performances through any and all media now known or hereafter devised, throughout the world, in perpetuity. To that effect, the OCOG shall in particular be responsible for coordinating directly with all relevant entities (in particular with performers, composers, artists, music publishers, record companies, unions, guilds, performing rights societies and other copyright collection societies) in order to secure all necessary rights, in particular all copyrights, performance rights, synchronisation rights, fixation rights, image rights (including name and likeness rights) and mechanical licenses. The IOC reserves the right to provide the OCOG with additional details and mandate additional requirements in connection with such artistic contents, including musical compositions and performances (whether live or recorded) and their broadcast and exhibition. This obligation shall also apply to any and all works protected by Intellectual Property Rights used or to be used, included or to be included, during the Games and/or the Games-related events or any of the Games-related properties referred to in Section 41d above. Not later than ninety (90) days before the scheduled commencement of the Games, the OCOG shall provide the IOC, OBS and the Rights-Holding Broadcasters (as defined in Section 53a below) with a list of the cleared musical compositions, artistic performances and corresponding segments (including names of composers/writers, arrangers, publishers, performers and any other rights-holders, in accordance with IOC's guidance) which will perform or play, or be performed or played, during the Games and Games-related events referred to in Section 41a above.

42. Protection of Olympic Properties, Games-Related Marks and other Intellectual Property Rights

a. Protection of Olympic Properties in the Host Country

The City, the NOC and the OCOG shall ensure that, within two (2) years following the execution of this Contract, they have obtained from the competent Host Country Authorities adequate continuing legal protection of all Olympic Properties in the Host Country, in the name, and to the satisfaction, of the IOC. In accordance with the Olympic Charter, the NOC acknowledges and agrees that, in case such domestic legal protection exists or is expressed in the name of or for the benefit of the NOC, the NOC shall only exercise such rights for the benefit of, and in accordance with the instructions received from, the IOC.

b. Protection of Games-Related Marks Within and Outside the Host Country

The City, the NOC and the OCOG shall ensure that the “CITY + 2022” identification of the Games, as well as the OCOG Emblem, the OCOG mascot(s), the distinctive elements of the Look of the Games and all other Games-related properties listed under Section 41d above, which are subject to trademark, or design protection (collectively the “**Games-Related Marks**”), are promptly adopted and properly registered and protected in the Host Country in the name of the OCOG and/or the NOC and to the satisfaction of the IOC. The City, the NOC and the OCOG acknowledge and agree that the IOC shall carry out, in consultation with the OCOG, the international trademark protection of Games-Related Marks, in the name of the IOC. The OCOG shall provide the IOC with all relevant documentation in a timely manner in order that the IOC can effectively carry out such protection. All costs incurred by the IOC in connection with the international trademark protection of Games-Related Marks shall be borne by the OCOG. The IOC may provide the OCOG with further instructions/guidelines regarding the adoption and protection of the Games-Related Marks, and the OCOG’s use of any of the foregoing shall be subject to such instructions/guidelines.

c. Protection of NOC Emblem(s) in the Host Country

The City, the NOC and the OCOG shall ensure that, not later than two (2) years after the execution of this Contract, the NOC Emblem(s) is/are properly protected in the Host Country in the name of the NOC.

d. **Copyright Protection of Games-Related Properties**

The City, the NOC and the OCOG shall ensure that all Games-related properties listed in Section 41d above, which are subject to copyright protection or similar protections are adequately protected, worldwide and free of any encumbrances, solely in the name of the OCOG (or, if so instructed by the IOC, in the name of the IOC) to the satisfaction of the IOC. The City, the NOC and the OCOG agree to take, at their cost and under their responsibility, all measures, such as registration or similar formalities, as may be necessary to ensure such protection and enforcement thereof, pursuant to applicable laws. The City, the NOC and the OCOG shall further ensure that appropriated copyright notices and/or attributions are displayed on such properties to the satisfaction of the IOC.

e. **Protection of Games Broadcast, Coverage and Exhibition**

The City, the NOC and the OCOG shall ensure that the Games Broadcast, Coverage and Exhibition (as defined in Section 53a below) including the television and radio signals, are adequately protected, by means of copyright registration or similar protections, to the satisfaction of the IOC, against any unauthorised Games Broadcast, Coverage and Exhibition, and they agree to take, at their costs, any measures necessary to ensure that result in accordance with applicable laws.

f. **Protection of the Results and Information Services**

The OCOG shall ensure that all data and information compiled, processed and arranged within the Olympic Results and Information Service (further described in Section 64 below), is adequately protected by means of any applicable or available intellectual property protection, for the IOC's exclusive ownership and to the satisfaction of the IOC.

g. **Additional Steps**

Should there remain any doubts, as determined by the IOC, as to the protection afforded in the Host Country to Games-Related Marks, Olympic Properties, the Games Broadcast, Coverage and Exhibition or the Olympic Results and Information Services (as defined above), the City, the NOC and/or the OCOG undertake to obtain from the competent Host Country Authorities, adequate and continuing legal protection to the satisfaction of the IOC.

43. License and Assignment of Rights in Favour of the IOC and Other Third Parties

The City, the NOC and the OCOG acknowledge and agree, and undertake to promptly execute any documents or take any steps necessary as determined by the IOC, to ensure the following:

- i. the IOC is granted a free and irrevocable license to use and exploit the Games-Related Marks (as defined in Section 42b above), on a commercial and non-commercial basis, in accordance with the terms of this Contract including and in a manner consistent with the OCOG's marketing programs as approved by the IOC and further described in Section 49 below, either alone or as a part of a composite logo, on any medium (including any media platform, audio, printed or otherwise) or support now existing or hereafter devised, without any restriction and in perpetuity. A licence on the same terms shall be granted to OBS, to the extent such license is necessary to carry out its responsibilities pursuant to the appointment of OBS as the host broadcasting organisation of the Games. The above license to the IOC shall especially include the right to sublicense to any third party, including, in particular, the following entities (a) all IOC-Controlled Entities, (b) all Olympic sponsors/suppliers/licensees, for the purposes of implementing and activating their rights under the International Program (as defined in Section 49f below), as determined by the IOC; and (c) all Rights-Holding Broadcasters, for the purposes of their Games Broadcast, Coverage and Exhibition and the promotion thereof in their respective territories as determined by the IOC;
- ii. all Games-Related Marks (as defined in Section 42b above) in the Host Country are fully assigned to the IOC (or, if the IOC so requests in writing, to the NOC), free of charge and without any restriction, effective on 31 December 2022;
- iii. all Intellectual Property Rights and other rights to the Games-related properties listed in Section 41d above are assigned to the IOC free of charge (a) effective not later than 31 December 2022 with respect to the Host Country and (b) effective immediately from the outset (i.e. upon the creation of such properties) with respect to all territories outside the Host

Country. With respect to copyright, such assignment includes assignment by way of a present assignment of future copyright;

- iv. all Games-Related Marks and all Intellectual Property Rights and other rights on Games-related properties listed in Section 41d above are assigned to the IOC, as soon as reasonably possible upon receipt of a written request by the IOC; and
- v. all persons, either physical or legal, involved in the creation of Games-related properties listed in Section 41d, have declared that the creation of such properties and all results and proceeds thereof are specifically commissioned by the OCOG for the benefit of the IOC and shall be considered a “work-made-for-hire”, and such persons have full power to, and will, without any restriction whatsoever, enter into any assignment(s) of Intellectual Property Rights (as defined in Section 41a above) requested by the IOC, in form and substance satisfactory to the IOC, before they start working on any projects.

44. Actions Against Unauthorised Uses of Olympic Properties, Ambush Marketing and Unauthorised Games Broadcast, Coverage and Exhibition

a. Actions Against Unauthorised Uses of Olympic Properties

The OCOG shall monitor for unauthorised uses of the Games-Related Marks (as defined in Section 42b above) and Olympic Properties (as defined in the Preamble) in the Host Country, as well as in other territories if so requested by the IOC. In the event the OCOG learns that any such unauthorised use has occurred or is about to occur, the OCOG shall promptly notify the IOC and, upon the IOC’s request and direction, promptly take all appropriate steps (including any legal or administrative actions), necessary to prevent or stop such unauthorised use and its recurrence.

b. Actions Against Ambush Marketing

The City, the NOC and the OCOG agree to take, at their cost, measures further described in Section 49d below to prevent and/or terminate Ambush Marketing and minimise any impact caused by such Ambush Marketing, including taking measures to develop and implement a continuous education, monitoring and response management programme. In this context, “**Ambush Marketing**” shall be interpreted as including all intentional and unintentional attempts to create a

false or unauthorised commercial association (whether direct or indirect) with the Olympic Movement or the Olympic Games, in particular any third party's use of creative means to generate a false association with the Olympic Games, to infringe upon the laws protecting the use of Olympic image and/or to interfere with the legitimate marketing activities of Olympic sponsors/suppliers/licensees.

c. *Actions Against Unauthorised Games Broadcast, Coverage and Exhibition*

The OCOG agrees to cooperate with the IOC, OBS and Rights-Holding Broadcasters to prevent and/or terminate unauthorised Games Broadcast, Coverage and Exhibition, as further described in Section 53d below. Actions under this Section 44c shall address any unauthorised broadcast or transmission of moving images and/or sounds of the Games and all Games-related events listed in Section 41a above, in particular any unauthorised display of audio-visual content over the internet or mobile platforms and similar technologies or by means of any other form of broadcast media now or hereafter existing, whether simultaneous or delayed, in whole or in part.

d. *Cooperation with the IOC's Monitoring Programs and Enforcement Measures*

The OCOG agrees to act in a manner consistent with, and to coordinate all of its monitoring efforts with, the IOC and the IOC's monitoring programs in relation to unauthorised uses of Olympic Properties, Ambush Marketing and unauthorised Games Broadcast, Coverage and Exhibition. Actions in the Host Country against unauthorised uses of Olympic Properties, Ambush Marketing and unauthorised Games Broadcast, Coverage and Exhibition shall be taken by the OCOG, at its expense, in consultation with the IOC. Actions outside the Host Country, with respect to the same, shall be taken, at the OCOG's expense, either by the IOC, in consultation with the OCOG or, subject to the IOC's request, by the OCOG itself. If the OCOG fails or refuses to take any of the foregoing actions, then, in addition to any of the rights which the IOC shall have under this Contract or otherwise, the IOC may take such action in the OCOG's name and at the OCOG's expense.

VIII. Financial and Commercial Obligations

45. Division of Surplus

The OCOG shall, at the time the general organisational plan referred to in Section 16 above is submitted, present to the IOC, for its prior written approval, a statement of the accounting principles which, in accordance with the laws and accepted accounting principles applicable in the Host Country, it proposes to adopt for the purpose of determining the amount of any surplus resulting from the celebration of the Games taking into account the following:

- i. any such surplus shall be calculated based upon the planning, organising, financing and staging of the Olympic Games and Paralympic Games combined; and
- ii. unless otherwise approved in writing by the IOC, all OCOG revenues generated through the organisation and staging of the Games (including without limitation revenues derived from the exploitation of its commercial rights, its sale of sponsorship rights, its admission tickets program, and similar sources) and all revenues received by the OCOG pursuant to Section 14 above shall not be used to provide infrastructure.

Should the OCOG communicate to the general public a surplus that is greater than the one submitted to the IOC, the surplus communicated to the general public shall be used for the purposes of this Section 45.

Any surplus resulting from the celebration of the Games, as determined on the basis of this Section 45 shall be divided as follows:

- i. twenty percent (20%) to the NOC;
- ii. sixty percent (60%) to the OCOG to be used for the general benefit of sport in the Host Country, as may be determined by the OCOG in consultation with the NOC; and
- iii. twenty percent (20%) to the IOC.

46. Financial Reporting

In addition to the reports referred to in Sections 3 and 26 above, and all other information required to be provided herein, the OCOG shall submit to the IOC the following information:

- i. annual financial statements certified by an independent certified public accountant;
- ii. regular detailed management accounts prepared for OCOG management by the OCOG finance department (such reports to be provided no less frequently than quarterly); and
- iii. all reports generated by internal auditors.

The OCOG shall supply such other data to the IOC and give the IOC or its representative(s) such access to its records as the IOC may reasonably request. The IOC shall have the right, at any time, to audit, or to have its representative(s) audit, the accounts of the City, the NOC and the OCOG with respect to the planning, organising, financing and staging of the Games.

47. Admission Tickets, Distribution System

All aspects of the OCOG's admission ticket programme shall be subject to the prior written approval of the IOC. The OCOG shall develop its admission tickets programme in accordance with the terms and conditions set forth in the "**Technical Manual on Ticketing**" and taking into account the reasonable ticket needs in the Host Country and worldwide. Such programme shall be submitted to the IOC for its written approval not later than three (3) years prior to the scheduled commencement of the Games, in particular regarding the following elements:

- i. the ticket distribution system;
- ii. the ticket prices;
- iii. the total number of tickets required by and distributed to the IOC, the IFs, the National Olympic Committees, Rights-Holding Broadcasters, Olympic sponsors/ suppliers/licensees and other members of the Olympic family,

- iv. the worldwide ticket distribution (by the National Olympic Committees or authorised resellers);
- v. the ticket policies and conditions;
- vi. the proposed method for filling empty seats on the dates of the events; and
- vii. an enforcement plan to detect, prevent and counter all forms of unauthorised or fraudulent sales, offers for sale, distribution and/or promotion of tickets (unauthorised ticket offerings) at the national and international levels.

The OCOG shall be responsible for the physical handling of the distribution of tickets, as directed by the IOC. The OCOG shall ensure that the ticketing system proposed, including all aspects of distribution (e.g. selection of authorised resellers) is in strict compliance with all applicable laws and regulations and that ticket prices are kept as low as reasonably possible and are established taking socio-economic factors into consideration with the aim of allowing maximum spectator attendance to the sports competitions. The IOC shall have first selection with respect to all its ticket requirements. The cost of such tickets (i.e. face value, tax inclusive) shall be credited against the payment owed to the IOC pursuant to Section 49e below.

The OCOG shall ensure that, for the Opening and Closing Ceremonies of the Games, there is space available in the main stadium, free of charge, for all accredited athletes, team officials and other team personnel. The OCOG shall ensure that a reasonable number of tickets are made available, free of charge, through the National Olympic Committees, particularly to accredited athletes to attend competitions in sports other than their own, to accredited athletes' guests and to team officials and other team personnel, throughout the full duration of the Games.

48. Propaganda, Advertising and Other Commercial Activities at Venues

The City, the NOC and the OCOG shall ensure that the provisions of the Olympic Charter and of the “**Technical Manual on Brand Protection**” relating to propaganda and advertising (including, without limitation, the “clean venue”

provisions of the Olympic Charter) are strictly observed. No Olympic Venues (as defined in Section 35 above), or major access points leading to Olympic Venues, shall be encumbered during the period in which the Olympic Village(s) (as defined in Section 29 above) is/are required to be open, by any franchise, concession or any other commercial agreement of any kind or nature, including the right to name the venue to promote any third party or third party's products or services, that would be inconsistent with or cause a breach of any agreement entered into by the IOC or the OCOG, including, without limitation, sponsorship and Broadcast Agreements (as defined in Section 53a below) or the Olympic Charter.

The City, the NOC and the OCOG shall ensure that no propaganda, advertising or commercial identification of any product or services or any promotional matter of any kind (e.g. name, logo, trademark or trade name of any third party) is placed or otherwise appears within or (as detailed below) outside the Olympic Venues. This shall include, but not be limited to, any visibility in such a manner so as to be within the view of the television cameras covering the sports at the Games or the Ceremonies (as defined in Section 37 above) or of the spectators watching such sports at the Games or Ceremonies, except as expressly permitted by the Olympic Charter. Also, the City, the NOC and the OCOG shall ensure that no propaganda or advertising is allowed in the airspace over the City and other cities and venues hosting Olympic events, during the period in which the Olympic Village(s) is/are required to be open.

The City shall not engage, and the OCOG shall ensure that other cities hosting Olympic events do not engage, in any marketing, commercial or signage programmes in relation to the Games (or which could be perceived to be associated with the Games) without the prior written approval of the IOC. The City, the NOC and the OCOG shall be responsible for, and shall ensure that there is no breach of these obligations. All appropriate controls to the effect referred to above shall be put into place as soon as possible but, in any event not later than one (1) year after the formation of the OCOG. The City, the NOC and the OCOG shall comply forthwith with any directions given in such regard by the IOC.

49. Marketing Programmes

a. General

In order to assist the City, the NOC and the OCOG to plan, organise, finance, and stage the Games as contemplated in this Contract, the IOC hereby agrees that the OCOG, subject to the terms of the Marketing Plan Agreement referred to in Section 49c below, shall have the right to enter into agreements with third parties, in its own name and on its own behalf, in relation to the local Host Country specific marketing programs and ticketing as described in further detail below in this Section 49. The benefits and rights of the OCOG and the NOC deriving from such agreements are set out in Section 14b above.

b. Joint Marketing Programme

The OCOG shall be bound by the terms and conditions of the joint marketing programme agreement, executed between the City and the NOC prior to the execution of this Contract, as approved by the IOC ("**Joint Marketing Programme Agreement**"). This Joint Marketing Programme Agreement shall serve to combine all of the marketing and commercial rights of the OCOG and the NOC, unencumbered by any option or prior grant, for the period commencing on 1st January 2017 and ending on 31st December 2024. Signature of the Joint Marketing Programme Agreement by the NOC shall constitute a warranty by the NOC that it shall cause all National Federations and the National Paralympic Committee in the Host Country to comply with and be bound by the Joint Marketing Programme Agreement and their respective obligations as set forth therein.

c. Marketing Plan Agreement

Pursuant to the Joint Marketing Programme Agreement referred to in Section 49b above, the IOC and the OCOG shall execute a marketing plan agreement as prepared by the IOC, not later than 31st December 2016 ("**Marketing Plan Agreement**"). This Marketing Plan Agreement shall address all elements of the marketing plan in relation to the Games as developed by the OCOG, in consultation with the IOC, and as approved by the IOC. For the avoidance of doubt, no commercial activity whatsoever may be commenced by the City, the NOC or the OCOG (or any person or entity acting under colour of authority of any of the foregoing) prior to the full execution of the Marketing Plan Agreement. The City, the NOC and the OCOG hereby agree not to participate in, or allow (and the OCOG shall ensure that the Host Country Authorities do not participate in or

allow) any marketing or commercial activities relating to the Games, directly or indirectly, other than as expressly permitted by the Marketing Plan Agreement. Further details are contained in the “**Technical Manual on OCOG Business Development**”.

d. **Avoiding Ambush Marketing**

The City, the NOC and the OCOG acknowledge the importance of protecting the rights granted to Olympic sponsors, Rights-Holding Broadcasters and other commercial partners (including sponsors, suppliers and licensees) and, to this effect and, in accordance with Section 44b above, the City, the NOC and the OCOG agree to take all necessary steps, at their cost (including developing and implementing a programme in relation to the prevention of Ambush Marketing activities and the taking of legal recourse, if appropriate), to prevent and/or terminate any Ambush Marketing or any unauthorised uses of any Olympic Properties or other Games-related properties (in particular the properties listed in Section 41d above), and at all times to consult and cooperate with the IOC in connection therewith. The OCOG shall present the IOC with a detailed Ambush Marketing prevention plan, in accordance with the terms of the Marketing Plan Agreement and the “**Technical Manual on Brand Protection**”, and shall comply with all other terms and conditions set forth therein.

Without restricting the generality of the foregoing, the City, the NOC and the OCOG shall ensure that there are no other marketing, advertising or promotional programmes in the Host Country. For example, they shall ensure that no marketing, advertising or promotional programmes organised by one or more national federations, the National Paralympic Committee, sports organisations or any other public or private entity in the Host Country shall refer to the Games, any Olympic team or the year of the Games, or imply any connection with the Games, any Olympic team or the year of the Games. The City shall ensure that no sponsorship or marketing rights identified with the City, any of its agencies, agents or any entity of which it may form part of or on which it is represented, the Games or the period in which the Games will be held, shall be granted without the prior written approval of the IOC.

e. **Payments to the IOC**

Subject to Sections 49f, 49g and 49h below, the OCOG shall pay to the IOC in cash, an amount equal to:

- i. seven and a half percent (7.5%) of the cash consideration;
 - ii. five percent (5%) of the value-in-kind or other forms of consideration (e.g. goods or services), of all gross revenues derived from all contracts pertaining to the Marketing Plan Agreement (referred in Section 49c above) and the Joint Marketing Plan Agreement (referred in Section 49b above) or containing any element of commercial exploitation of the emblem, mascot(s) or designations of the Games or relating to the Games in any way; and
 - iii. seven and a half percent (7.5%) of the gross revenues generated from all forms of ticket sales pertaining to the Games.
- f. International Programme, Worldwide Suppliership Programme and Worldwide Licensing Programme

In consideration of the importance to the Olympic Movement of long term Olympic sponsorship, the City, the NOC and the OCOG acknowledge and agree that the IOC will implement a worldwide sponsorship programme, currently known as the "TOP Programme", and/or any other international Olympic marketing programme as decided by the IOC, as well as a worldwide suppliership programme and a worldwide licensing programme relating to the Games (collectively the "**International Programme**"), which will take precedence over all other marketing programmes, including the Joint Marketing Programme Agreement and the Marketing Plan Agreement. The City, the NOC and the OCOG undertake to fully participate in such International Programme, and to procure all such rights, with a view to facilitate the sponsors of any International Programme, in achieving their goals and commercial objectives in the Host Country. Pursuant to its obligation to fully participate in any International Programme, each of the OCOG, the City and the NOC undertakes to satisfy any and all of its requirements for products and services falling into the product/service categories of sponsors of any International Programme from the respective sponsor of the International Programme and otherwise adhere to, and fully cooperate with the IOC in its discharge of obligations under, any and all agreements relating thereto. The terms of Section 49e above shall not apply to product and service categories included in and forming part of the International Programme.

The City, the NOC and the OCOG hereby acknowledge and agree that the following amounts shall be deducted from the International Programme, gross receipts before the division of revenues set forth Section 14b sub-paragraph v) above:

- i. all costs related to the management and administration of the International Programme, including the costs of the general marketing support provided by the IOC or by a third party designated by the IOC; and
- ii. any fees charged by the IOC, in its sole discretion, in consideration of its services required to ensure the successful delivery of the OCOG's domestic programme and the International Programme.

Further details are contained in the “**Technical Manual on Marketing Partner Services**” and the “**Technical Manual on Olympic Hospitality Centre**”.

g. *Coin and Banknote Programmes of the Host Country*

The Olympic coin and banknote programmes of the Host Country, including the number and type of coins and banknotes included in such programmes, shall be subject to the prior written approval of the IOC. The IOC's share of revenue from any Olympic coin and banknote programmes of the Host Country shall be established in greater detail in the Marketing Plan Agreement but, in principle, shall be three percent (3%) of the face value of coins and banknotes from the circulating programme and three percent (3%) from the commemorative programme of the price to dealers of all coins and banknotes where the Mint (as defined in the Marketing Plan Agreement referred in Section 49c above) has no retail operations (and if the Mint has retail operations, three percent (3%) of the retail price). For the sake of clarity, in case the Olympic coin and banknote programmes of the Host Country are implemented outside of the Host Country (subject to the approval of and under the conditions determined by the IOC), the National Olympic Committees in the territory of which these programmes are implemented shall also be entitled to an additional separate share. The detailed financial terms of the Olympic coin and banknote programmes of the Host Country shall be in accordance with the Marketing Plan Agreement. Section 49d above shall not apply to the coin and banknote programmes of the Host Country.

h. Stamp Programme of the Host Country:

The Olympic stamp programme of the Host Country, including the number and type of stamps and all philatelic products included in such programme, shall be subject to the prior written approval of the IOC. The detailed financial terms of the Olympic stamp programme of the Host Country shall be in accordance with the Marketing Plan Agreement referred in Section 49c above but, in principle the shares of revenue from the Olympic stamp programme shall be:

- i. to the IOC, one percent (1%) of the retail sales value (gross sales) of all stamps within the programme sold for collection, and of all value-added philatelic products (such as postal numismatic products, prestige booklets, albums, collections etc.); and
- ii. to the OCOG, nine percent (9%) of the retail sales value (gross sales) of all stamps (not including stamps featuring athletes who have competed in the Games) sold for collection, and first day covers, maximum cards and other similar traditional philatelic products and fifteen percent (15%) of the retail sales value (gross sales) of all stamps featuring athletes who have competed in the Games sold for collection, and other philatelic products.

i. IOC Coins, Banknotes, Stamps and Medals Programmes

The City, the NOC and the OCOG hereby acknowledge that the IOC has the right to introduce its own coin, banknote, stamp and medal programmes (for its own account), and each such party confirms that no objection shall be made to such programmes and that such coins, banknotes, stamps and medals may be sold in the Host Country on the same terms and conditions as in other countries. The IOC, the NOC and the OCOG shall exercise cooperation with regard to their respective coin, banknote, stamp and medal programmes.

50. Taxes

a. Payments to be Received by the IOC or Certain Third Parties

The City and/or the OCOG shall bear all taxes, including direct and indirect taxes, whether they be withholding taxes, customs duties, value added taxes or any other indirect taxes, whether present or future, due in any jurisdiction of the Host Country on a payment to be made to:

- i. the IOC;

- ii. any IOC Controlled Entity (as defined in Section 13a sub-paragraph i) above); or
- iii. the Official Timekeeper (as defined in Section 13a sub-paragraph ii) above),

with respect to the revenues generated in relation to the Games. In particular, if a withholding tax, a value added tax or any other indirect tax is due in any jurisdiction of the Host Country on a payment to be received by the IOC or any of the above-noted third parties pursuant to this Contract and/or pursuant to an agreement with an Olympic sponsor, Rights-Holding Broadcaster (as defined in Section 53a below), sub-contractor or other commercial partner, the payment shall be increased and paid by the City or the OCOG (or applicable obligor) so that the IOC or such third party, after the applicable tax, receives an amount that equals the amount it would have received had there been no such tax. The City and the OCOG shall indemnify the IOC or such third party, as applicable, for any direct taxes and/or indirect taxes that could be borne by the IOC or such third party in the Host Country, so that if the IOC or such third party is liable for the payment of direct taxes and/or indirect taxes in the Host Country, it shall be put in the same situation as if such direct and/or indirect taxes had not been due.

b. **Payments to be Made by the IOC or Certain Third Parties**

The City and/or the OCOG shall bear all taxes, whether they be withholding taxes, customs duties, value added taxes or any other indirect taxes, whether present or future, due in any jurisdiction of the Host Country, on a payment to be made by:

- i. the IOC;
- ii. any IOC Controlled Entity (as defined in Section 10 above); or
- iii. the Official Timekeeper (as defined in Section 13a sub-paragraph ii) above),

with respect to the revenues generated in relation to the Games, including without limitation pursuant to any agreement with an Olympic sponsor, supplier,

licensee, Rights-Holding Broadcaster (as defined in Section 53a below), sub-contractor or other commercial partner. The amount of any payment to be made by the IOC or any of the above-noted third parties pursuant to this Contract shall not be increased by any taxes due on such payment. If the IOC or such third party is liable for the payment of such tax, the net payment received by the City, the NOC or the OCOG shall be reduced by an amount corresponding to such tax or, if the payment to the City, the NOC or the OCOG has already been made, the tax subsequently paid by the IOC or such third party shall be reimbursed in full to the IOC or such third party by the City, the NOC or the OCOG, as the case may be.

c. *Athletes' Performances*

The City and the OCOG shall ensure that either

- i. there shall not be any taxes imposed in the Host Country upon the athletes non-residents in the Host Country in relation to any financial or other rewards received by the athletes as a result of their performance at the Games; or
- ii.) should any such taxes be imposed in the Host Country, the financial or other rewards shall be increased and paid by the OCOG so that the athletes non-residents in the Host Country, after the applicable taxes, receive an amount that equals the amount they would have received had there been no such taxes.

d. *Carrying out Olympic Functions*

The City and the OCOG shall cause, and shall obtain written confirmation from the competent Host Country Authorities, that the following non-residents of the Host Country shall be exempted, to the satisfaction of the IOC, from income tax and any other tax related to the income derived from their activities in the Host Country in connection with the Games:

- i. employees, officers, members or other representatives of the IOC or of any IOC-Controlled Entity (as defined in Section 10) and other individuals providing services under contract with the IOC or any IOC-Controlled Entity;

- ii. official registered support staff associated with teams from countries other than the Host Country;
- iii. persons (both individuals and bodies corporate) serving as judges, referees and other Games officials, including without limitation the representatives, employees or other persons acting on behalf of the Official Timekeeper, IFs and other organisations recognised by the IOC;
- iv. accredited foreign media organisations and their employees, officers, members or other representatives and other individuals providing services under contract with these organisations; and
- v. accredited employees, officers, members or other representatives of the Rights-Holding Broadcasters (as defined in Section 53a below) and Olympic sponsors/suppliers/licensees.

Furthermore, every person who makes a payment to the above non-residents of the Host Country in connection with their Games-related activities shall be exempted from withholding obligations in respect of such payment. For the sake of clarity, it is acknowledged by the parties that the purpose of this clause is to ensure that persons residing temporarily in the Host Country to carry out Olympic functions are not subject to tax obligations in multiple jurisdictions. The OCOG and the City further acknowledge that a written declaration from the employer, or the responsible organisation, confirming that an individual (or a group of individuals) remains subject to the tax regime of such individual's (or individuals') country of origin shall be considered as sufficient evidence for the purpose of this clause.

e. **Entities Providing Goods and Services in Relation to the Games**

The City and the OCOG shall ensure, to the satisfaction of the IOC, that all IOC-Controlled Entities (as defined in Section 13a above) and partners of the International Programme (as defined in Section 49f above) and other IOC suppliers or licensees and Rights-Holding Broadcasters (as defined in Section 53a below) providing goods and services in relation to the Games are exempted from any and all indirect taxes, whether present or future, including, without limitation, withholding taxes, value added taxes, business tax and/or custom duties, due in any jurisdiction of the Host Country, arising out of or in connection

with their activities as IOC-Controlled Entities, partners of the International Programme, IOC suppliers or licensees, or Rights-Holding Broadcaster. For clarity, the Parties agree that this Section 50e shall not apply to goods and services sold by the above-listed entities to the general public in the Host Country.

f. **Coordination with the Host Country Authorities**

The City and the OCOG shall ensure - by coordinating with competent Host Country Authorities - that the application of the exemptions and other benefits provided under this Section 50 respect the following principles:

- i. with respect to indirect taxes (e.g. value added tax), the exemptions provided under Sections 50b and 50e above shall not undermine the level of possible input tax recovery, meaning that all input tax shall be refundable without limitation (exemption with credit); and
- ii. the exemptions and other benefits granted under Sections 50a and 50d above shall not be dependent upon the concerned persons or legal entities registering with the Host Country Authorities as taxpayers in Host Country

Such amendments must be in force not later than three (3) years before the scheduled commencement of the Games.

g. **IOC and OCOG to Cooperate**

While the City and/or the OCOG shall bear all taxes as provided for above, the IOC agrees:

- i. to cooperate with the OCOG to help reduce any tax impact on the City and the OCOG by discussing with the OCOG appropriate and reasonable steps (including the restructuring of the contractual relationship) in order to avoid or minimise such taxes, to the fullest extent permitted by law; and
- ii. to consider in good faith addressing situations, in which the OCOG believes that the terms of this Section 50 lead to unforeseen or undue hardship on itself, within the meaning of Section 71 below, provided that, in any event, the IOC or IOC-Controlled Entities (as defined in Section

13a above) shall have no obligation to enter into any such alternative arrangement, or do any act or omit to do any act which would materially prejudice its own legal, tax, commercial or financial position.

51. General Retention Fund, Liquidated Damages, IOC's Rights to Withhold and Set-off in the Event of Non-Compliance

a. General Retention Fund

Five percent (5%) of any and all sums of money payable to the OCOG pursuant to Section 14b sub-paragraph v) above in relation to the International Programme referred to in Section 49f above shall be paid into a general retention fund maintained and controlled by the IOC (the "**General Retention Fund**"). The IOC shall determine the application of the General Retention Fund in relation to the planning, organising, financing and staging of the Games and the obligations of the OCOG in respect thereof. The General Retention Fund may be used by the IOC in its sole discretion to satisfy amounts due to the IOC by the City, the NOC and/or the OCOG, including without limitation, on account of any non-compliance by the City, the NOC and/or the OCOG with this Contract and any indemnification obligations to the City, the NOC and/or the OCOG hereunder, as further provided in Section 10 above.

b. Withholding of all Funds in the General Retention Fund in Case the Games do not Take Place in the City

Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, including the IOC's right to claim for specific performance of the obligations and/or compensation for any damages incurred, if, due to any cause directly or indirectly attributable to the City, the NOC or the OCOG in the performance or non-performance of their obligations pursuant to this Contract, the Games do not take place in the City as contemplated herein, any and all amounts held in the General Retention Fund, including interest, shall be retained by the IOC, without further notice for its own account as liquidated damages, without prejudice to any additional claim by the IOC for specific performance or any other compensation, as the case maybe.

c. Remedies in Case of Breach of any Obligation under this Contract

Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract, the Olympic Charter or otherwise,

including the IOC's right to claim for specific performance of the obligations and/or compensation for any damages incurred, in the event of any non-compliance by the City, the NOC or the OCOG of any of their obligations pursuant to this Contract, the IOC shall also be entitled (i.e. in addition to retaining all amounts held in the General Retention Fund) to withhold all or any portion of any payment due or grant to be made to the OCOG, including any sums of money payable to the OCOG in relation to the International Programme. The amounts to be thus withheld pursuant to Section 51b above shall be determined by the IOC in its sole discretion, provided however that the overall total of all amounts withheld pursuant to Section 51b above may not exceed twenty five percent (25%) of the total amount of any and all payments due or grants to be made to the OCOG. The IOC shall be entitled to exercise its right to withhold such amounts for so long as any non-compliance has not been remedied in full, through compliance or payment of damages, in each case as determined by the IOC in its sole discretion.

The IOC shall also be entitled, at its discretion, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, including the IOC's rights to claim for specific performance and actual damages incurred, to keep any and all amounts thus withheld, including interest, as liquidated damages without further notice.

d. **IOC's Right to Set-off Obligations**

Without prejudice to the foregoing and without prejudice to any other right and recourse of the IOC pursuant to this Contract, the Olympic Charter or otherwise, including the IOC's right to claim for specific performance and actual damages incurred, and in addition to the right to withhold set out in Section 51b, the IOC shall be entitled to set-off any and all of its obligations pursuant to this Contract against any claim against either or all of the City, the NOC and/or the OCOG for any damages resulting from any non-compliance by any such party(ies). The IOC shall also be entitled to exercise its right to set-off against any sums held in the General Retention Fund set out in Section 51a above or otherwise withheld pursuant to Section 51b above.

e. **IOC's Right to Perform in City, NOC or OCOG Obligations**

Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or

otherwise, including the IOC's right to claim for specific performance and actual damages incurred, if the City, the NOC or the OCOG do not carry out their obligations pursuant to this Contract in a timely manner, the IOC shall be entitled to do so at the cost of the City, the NOC or the OCOG (including a fee for the IOC's services in the performance of such obligations), after giving them reasonable notice. Any such costs or fees may, without prejudice to any other right or recourse available to the IOC pursuant to this Contract or otherwise, be recouped by the IOC against any sums held in the General Retention Fund set out in Section 51a above or otherwise withheld by the IOC pursuant to Section 51b above.

f. **Release of Withheld Funds**

Following the conclusion of the Games, after presentation of the final accounting by the OCOG pursuant to Section 3 above and the resolution of any outstanding disputes which affect the IOC, all amounts then actually held in the General Retention Fund pursuant to Section 51a above or otherwise withheld pursuant to Section 51b above (in each case to the extent not previously applied by the IOC in satisfaction of obligations of the OCOG and/or the City to the IOC or otherwise applied as liquidated damages), shall be released to the OCOG.

52. Payments by the IOC on Behalf of the National Olympic Committees

The National Olympic Committees shall not be required to pay any guarantee deposit with respect to their stay in the Olympic Village(s) (as defined in Section 29 above) and other appropriate accommodations. If the National Olympic Committees do not meet their financial obligations to the OCOG with respect to their stay in the Olympic Village(s) and other appropriate accommodations, the IOC, upon the request of the OCOG, may – but is not obligated to - make the appropriate payments on behalf of the National Olympic Committees and deduct such sums from the consideration otherwise payable by the IOC Olympic Solidarity Programme to the concerned National Olympic Committees.

IX. Media Coverage of the Games

53. Broadcast Agreements

a. Exclusive Rights of the IOC to Conclude and Negotiate Agreements in Relation to the Games Broadcast, Coverage and Exhibition

The City, the NOC and the OCOG agree that, in accordance with Section 41a above, the Games, including, without limitation, all competitions included in the Programme of the Games (as defined in Section 33 above) and all Games-related programmes, Ceremonies (as defined in Section 37 above) and events are the exclusive property of the IOC, which owns all rights and data relating thereto, in particular, and without limitation, all rights relating to the distribution, exhibition, broadcast, transmission, retransmission, display, projection or performance of an audio or audio-visual programme of the Games (including any competition included in the Programme of the Games, any Ceremony and/or any other Games-related event), by means of all forms of broadcast and exhibition media now or hereafter existing (e.g. downloading or streaming, IPTV, home video, video-on-demand, mobile platform rights, television, theatrical, closed-circuit, etc.) (the “**Games Broadcast, Coverage and Exhibition**”).

The term “**Rights-Holding Broadcasters**” shall refer to companies, unions or pools which have, directly acquired from the IOC Games Broadcast, Coverage and Exhibition rights, within a territory(ies) during a given period of time, including without limitations, media subsidiaries and permitted sub-licensees of such entities.

All agreements relating to the Games Broadcast, Coverage and Exhibition (“**Broadcast Agreements**”), shall be negotiated and concluded exclusively by the IOC. It is expressly understood that all decisions relating to the conduct and conclusion of the negotiations with respect to, and to the contents and execution of all Broadcast Agreements, including all basic facilities, services and other requirements to be provided by the OCOG, rest within the exclusive competence of the IOC. None of the City, the NOC or the OCOG shall make, or authorise any third party to make, any statement relating to such negotiations or agreements without the prior written approval of the IOC. None of the City, the NOC or the OCOG shall, nor shall have any authority to, enter into any agreement with any third party (including without limitation any Rights-Holding Broadcaster) that

either relates to the Games Broadcast, Coverage and Exhibition or otherwise impacts the rights licensed by the IOC to Rights-Holding Broadcasters.

b. *Adherence with the Terms of all Broadcast Agreements*

The OCOG shall adhere to the terms and conditions of all Broadcast Agreements entered into, or to be entered into, by the IOC with respect to the Games. At the request of the IOC, the OCOG shall also fully cooperate and assist the IOC in connection with the effective discharge by the IOC of its obligations under all such Broadcast Agreements and the effective and timely delivery of all benefits and entitlements to the Rights-Holding Broadcasters thereunder including, without limitation, promotional support, accommodations, accreditations and tickets) and all services and facilities contemplated in Section 54 below.

c. *Music*

In accordance with Section 41e above, the OCOG shall provide, not later than ninety (90) days before the scheduled commencement of the Games, to the IOC, OBS and, at the IOC's request, each of the Rights-Holding Broadcasters (as defined in Section 53a above), a list of all musical compositions and artistic performances which will be taking place as part of the Games and shall be responsible for obtaining all rights and clearances and make all payments which have or may become due in connection with such musical compositions and artistic performances at the Olympic Venues.

d. *Legal Action*

In accordance with Section 44c above, to the extent required by the IOC, the OCOG shall participate, at its expense, in any legal action, whether within the Host Country or outside the Host Country, brought by the IOC and/or any Rights-Holding Broadcasters against third parties in respect of any unauthorised Games Broadcast, Coverage and Exhibition. In the event that any unauthorised Games Broadcast, Coverage and Exhibition, including, without limitation, any unauthorised display of video over the internet or mobile platforms and similar technologies or by means of any other form of broadcast media now or hereafter existing, whether simultaneous or delayed, in whole or in part, has occurred or is about to occur within the Host Country, the OCOG shall:

- i. at the IOC's request and direction, promptly take all reasonable steps necessary to prevent and/or stop such unauthorised Games Broadcast,

Coverage and Exhibition (or any other act which infringes on the IOC's legal rights and those of its exclusive Rights-Holding Broadcasters, including, without limitation, informing the broadcast organisation or entity responsible for such unauthorised use that such use infringes upon the rights of the IOC and those of its exclusive Rights-Holding Broadcasters; and

- ii. cause the competent Host Country Authorities to take appropriate action to prevent or stop such unauthorised Games Broadcast, Coverage and Exhibition.

Actions in the Host Country, with respect to any unauthorised Games, Broadcast Coverage and Exhibition, shall be taken by the OCOG, at its expense.

In accordance with OCOG's obligations described in Section 44c above, at least two (2) years prior to the scheduled commencement of the Games, the OCOG shall submit to the IOC for its approval an online piracy prevention plan detailing the applicable legal framework, as well as the judicial or administrative mechanisms to be implemented in the Host Country during the Games, in order to prevent and stop unauthorised Games Broadcast, Coverage and Exhibition.

54. Facilities and Services for the Broadcasting of the Games

The City, the NOC and the OCOG acknowledge and accept the importance of ensuring the highest broadcast quality of the Games and the widest possible worldwide audience for the Games, and in that respect agree with the following:

- i. OBS shall be entrusted by the IOC with, and shall exercise at IOC/OBS' cost (subject to the OCOG's obligations further defined in sub-paragraph ii) below) all responsibilities of host broadcaster of the Games, in particular the production of the international television and radio signals and the provision of certain facilities and services necessary for the Games Broadcast, Coverage and Exhibition by Rights-Holding Broadcasters (as defined in Section 53a above);
- ii. notwithstanding Section 54 sub-paragraph i) above, the OCOG shall remain responsible for providing, at its expense, certain venues, facilities, services, and other entitlements as described in further detail in this

Contract, including the “**Technical Manual on Media**” and other technical manuals as may be applicable, and/or in the Broadcast Agreements, and for cooperating with, and providing assistance to, the Rights-Holding Broadcasters in connection with the Games Broadcast, Coverage and Exhibition. The details of all such requirements will be further set out in an agreement, subject to the prior written approval of the IOC, to be entered into between the OBS and the OCOG, which shall be entered into not later than one (1) year following the formation of the OCOG. It is the OCOG’s obligation to fully cooperate with OBS in accordance with all instructions of the IOC;

- iii. all such above-mentioned venues, facilities, services and other entitlements to be provided by the OCOG to the Rights-Holding Broadcasters for their use, as well as the general infrastructure for the Games Broadcast, Coverage and Exhibition pursuant to Section 54 subparagraph ii) above, shall be provided free of charge by the OCOG unless expressly specified otherwise in the “**Technical Manual on Media**”. In the latter case, the prices shall be set out in a rate card, subject to the prior written approval of the IOC, as stated in further detail in Section 61 below. It is understood that, subject to the prior written approval of the IOC, OBS may charge the Rights-Holding Broadcasters for certain facilities and services at prices to be stipulated in the above-noted rate card. In accordance with Section 50a above, financial transactions arising from the foregoing (i.e. the rate card) shall not be subject to tax of any kind in the Host Country;
- iv. in the event that OCOG fails to secure a temporary power solution as per the set milestones and to the satisfaction of the IOC and OBS, then the IOC may decide to take all necessary measures, which may include the appointment of a temporary power provider at the OCOG’s expense;
- v. pursuant to the applicable Broadcast Agreement(s), the OCOG may be required, at the request of the IOC, to enter into one or more agreements, and it shall enter into such agreement(s) directly with the applicable Rights-Holding Broadcasters with respect to the provision of certain facilities and services and certain marketing events;

- vi. all contracts between the OCOG and telecommunication company(ies) or any broadcasting organisation, concerning any services or facilities which involve costs to be paid by the media, which are not fully addressed by the above-mentioned rate card, shall be submitted to the IOC for its prior written approval;
- vii. in accordance with Section 42e above, all international television and radio signals (including sound and/or picture and the presence of graphics on the feeds, as applicable) as well as all other material and data related to the Games produced or distributed by, or on behalf of, OBS shall be protected by means of copyright registration or similar protections, to the satisfaction of the IOC and copyright notices shall be inserted as may be required by the IOC or OBS;
- viii. in accordance with Section 64 below, the Olympic Results and Information Services to be produced by the OCOG shall be made available to Rights-Holding Broadcasters, through OBS, at the OCOG's cost;
- ix. the OCOG shall cooperate with the IOC, OBS and Rights-Holding Broadcasters for the exposure and promotion of the Games Broadcast, Coverage and Exhibition by Rights-Holding Broadcasters and their recognition by appropriate means, as determined by the IOC. In addition, the OCOG shall cooperate with the IOC for the promotion of the Olympic Movement and the Games Broadcast, Coverage and Exhibition on any year-round media platform as indicated by the IOC.

55. Press Facilities and Services

The OCOG shall make available, at its expense, the venues, facilities, services and other requirements for the written and photographic press at the Games, as set forth in the "**Technical Manual on Media**" and other technical manuals as may be applicable. All such facilities, services and other requirements for the written and photographic press for their use shall be provided free of charge by the OCOG unless expressly specified otherwise in the "**Technical Manual on Media**". In the latter case, the prices shall be set out in a rate card, subject to the prior written approval of the IOC, as stated in further detail in Section 61 below.

In accordance with Section 64 below, the Olympic Results and Information Services to be produced by the OCOG, shall be made available, by the OCOG, to the international news agencies recognised by the IOC, accredited media, IFs, National Olympic Committees and other persons and entities designated by the IOC.

56. Official Film of the Games

The OCOG shall have the responsibility of ensuring that an official motion picture of the Games ("**Official Film**") is produced and exploited to the satisfaction of the IOC and subject to its final approval. The OCOG should follow all IOC requirements in relation to the Official Film, as set forth in the "**Technical Manual on Information and Knowledge Management**" and other IOC guidelines or instructions. All Intellectual Property Rights in and to the Official Film shall immediately and automatically vest and remain in full ownership of the IOC, in accordance with Sections 41a and 41d above.

57. Internet, Mobile Platform and Other Forms of Media or Communication

The City, the NOC and the OCOG agree that the conclusion of any agreement with regards to Internet and mobile communications relating to the Games including, without limitation, those related to e-commerce, on-line ticket sales, on-line merchandising, interactive media service and/or the distribution of Games-related media content via any digital media platform, network or service (such as public-facing website, mobile properties, mobile applications and activations or social media platforms), as well as any other forms of media, communication and exhibition now existing or hereafter devised (such as multimedia or interactive) are subject to the prior written approval of the IOC.

Without limiting the generality of the foregoing, the IOC may, at its sole discretion, agree that the OCOG have its own Internet website(s) subject to the IOC and the OCOG mutually agreeing upon the content of such website(s) and the sharing of any revenues deriving therefrom. All content and features of such website, in particular all social media integration and activities or use of the Olympic archives (including notably archival video, archival photos and results) are subject to the prior written approval of the IOC. Further details regarding this matter are contained in the "**Technical Manual on Digital Media**" and the "**Technical Manual on Communications**".

X. Other Obligations

58. Official Publications, Issue of Press Releases by the City, the NOC or the OCOG

All official publications, including OCOG programmes and brochures (e.g. medical, technical and media brochures and site plans of the venues) shall be submitted by the OCOG to the IOC for its review before they are printed or distributed in any form and, in conformity with Section 48 above and unless the IOC otherwise approves, shall contain no advertising or propaganda of any kind. The City, the NOC and the OCOG agree, and shall ensure, that all press releases issued by the City, NOC and/or the OCOG which quote or refer to the IOC President, members of the IOC or the IOC administration shall be submitted to the IOC for its prior written approval.

59. Insurance

The OCOG shall secure and maintain, well in advance of the scheduled commencement of the Games and for a reasonable time after the conclusion of the Games, at its expense, adequate insurance coverage in respect of all risks associated with the planning, organising, financing, staging and host broadcasting of the Games. Furthermore, if the OCOG plans to acquire cancellation insurance in relation to the Games, the OCOG shall give the IOC the option to include the OCOG in the IOC's insurance programme. Further details regarding insurance of the Games are contained in the "**Technical Manual on Finance**". The OCOG agrees that additional, or specific insurance requirements may be issued by the IOC in other technical manuals, guides and other directions (as referred to in Section 6 above) and that the insurance coverage with regard to the host broadcasting operation of the Games shall extend to all means necessary or adequate for a first-class international-standard production of an international sports event and shall be further detailed in the agreement to be entered into between the OCOG and OBS pursuant to Section 54 sub-paragraph ii) above.

60. Betting and Manipulation of Games Competitions

The City, the NOC and the OCOG shall not, directly or indirectly, participate in, support or be supported by any sport betting in relation to the Games.

The City, the NOC and the OCOG, in collaboration with the Host Country Authorities, shall support the IOC in ensuring that the integrity of sport is fully protected, with regards to any betting activities on the Games or manipulation of competitions. For this purpose, the City, the NOC and the OCOG shall ensure that the Host Country Authorities take the necessary steps to facilitate the relations of the IOC with all competent law enforcement agencies, the national authorities in charge of sports integrity and/or gambling on sport and the national betting operator(s).

61. Rate Card Prices

The OCOG shall ensure that the rate cards (or directory of services) are conceived and implemented as cost-recovery rather than profit-generating mechanisms and, consequently, that the prices contained in such rate cards (or directory of services) for services and facilities made available to the IFs, the National Olympic Committees, Rights-Holding Broadcasters (as defined in Section 53a above), Olympic sponsors/suppliers/licensees and other members of the Olympic family are kept as low as reasonably possible. All rate card prices, including related terms and conditions, shall be subject to the prior written approval of the IOC. The final rate card(s), as approved by the IOC, shall not be subject to change without the prior written approval of the IOC.

62. Paralympic Games [NOTE: subject to conclusion of IOC/IPC agreement]

The Paralympic Games shall be organised by the OCOG approximately two weeks following the conclusion of the Games. The Paralympic Games shall be organised in accordance with the relevant provisions contained in the technical manuals which form an integral part of this Contract and, in particular, with the **“Technical Manual on Paralympic Games”** and with the agreement signed between the IOC and the IPC. The services provided to the participants in the Paralympic Games should be based upon similar principles to those applicable to the Games. The planning of the Paralympic Games should be integrated by the OCOG from the early planning stages of the Games.

The OCOG shall pay to the IPC a lump sum, which will be determined in the IOC/IPC agreement **[NOTE: for reference, the lump sum for 2018 Olympic Winter Games was six million United States dollars (US\$ 6'000'000)]** in consideration for the worldwide broadcast rights, ticket sales rights worldwide, and marketing rights relating to the 2022 Paralympic Games for exercise in the

territory of the Host Country. If the IPC wishes to exercise its option to retain the broadcast rights relating to the 2022 Paralympic Games pursuant to the IOC/IPC Agreement, the lump sum **[of six million United States dollars]** to be paid by the OCOG to the IPC shall be reduced by an amount to be determined and agreed upon between the IPC, the IOC and the OCOG. Notwithstanding the foregoing, when structuring and undertaking the granting of the broadcast rights, the OCOG shall consider the IPC's desire to be able to broadcast certain events of the Paralympic Games over its internet broadcast channel, currently known as "Paralympicsport.tv".

The OCOG, along with the IPC, shall assume the responsibility for the planning, organising, financing and/or staging of the 2022 Paralympic Games. Should there be any dispute between the IPC and the OCOG pursuant to this Contract or pursuant to the IOC/IPC Agreement which is unable to be resolved between the OCOG and the IPC, such dispute shall be submitted to the IOC Executive Board for a final, non-appealable resolution. Similarly, should any issue of concern be raised by the IOC Executive Board because of a potential impact on the organisation of the Olympic Games, which is unable to be resolved between the IOC, the IPC and/or the OCOG, such issue shall be addressed in accordance with the decision of the IOC Executive Board.

Should the IPC not exercise its option to retain the broadcast rights relating to the 2022 Paralympic Games, the host broadcasting organisation for the Games (i.e. OBS), shall also be the host broadcasting organisation for the Paralympic Games. The OCOG shall bear the costs of the host broadcasting organisation in relation to the Paralympic Games. Should the IPC exercise its option to retain the broadcast rights relating to the 2022 Paralympic Games, the IPC shall be responsible for the production of the international television and radio signals for the 2022 Paralympic Games.

The IOC assumes no responsibility of any kind with respect to or deriving from any aspects of the planning, organising, financing and/or staging of the Paralympic Games.

63. Technology

“**Games Technology**” shall refer to certain technology devices, systems and processes, now existing or hereafter devised, used in the planning, organising and staging of the Games, and including, *inter alia*:

- i. technology infrastructure, such as telecommunications wired and wireless networks, data centres, telecommunications equipment (radios, telephones, etc.), networking equipment, computing infrastructure (PCs, servers, handheld devices, etc.), timing, measuring and scoring systems, display systems, public address systems, televisions, photocopiers, fax machines, photographic equipment and developing laboratories; and
- ii. information systems, hardware and software, deployed over such technology infrastructure, the Internet or mobile platforms.

The City, the NOC and the OCOG acknowledge the importance of the Games Technology for the successful planning, organising, financing and staging of the Games and agree that the OCOG shall plan, provide and implement all Games Technology at no less than the then-current industry standard(s) for other major sporting events for each applicable technology. The OCOG shall bear all costs in connection with Games Technology.

The IOC reserves all rights relating to Games Technology, including without limitation all commercial rights, as well as the choice of content and technical solutions and their implementation. The OCOG agrees to comply with all the IOC's requirements in relation to Games Technology, as communicated by the IOC from time to time. The selection of Games Technology suppliers by the OCOG, as well as the conclusion of any agreement with such suppliers, is subject to the prior written approval of the IOC. The OCOG shall ensure that all such agreements require its technology suppliers to perform the following:

- i. regularly update the IOC and relevant third parties designated by the IOC regarding the progress of the provision of services and/or products;
- ii. provide the OCOG and the IOC, within six (6) months after the conclusion of the Games, with a written report describing in detail the services and/or

products actually delivered during the preparation and the staging of the Games; and

- iii. upon request from the OCOG or the IOC, prepare and participate, at supplier's cost, in meetings, workshops, debriefings and/or other related activities concerning the transfer of knowledge.

The OCOG shall also ensure that, upon request from the IOC, Olympic identity and accreditation cards (referred to in Section 12 above), allowing free access to all locations where Games Technology will be operated, shall be provided to technology experts and suppliers assisting the IOC and Organising Committees for Olympic Games subsequent to the Games.

64. Olympic Results and Information Services

The OCOG shall provide results and information services, in accordance with the standards contemplated in the Olympic Results and Information Services (“**ORIS**”) and Olympic Data Feed (“**ODF**”) requirements, a copy of which has been provided by the IOC to the City and which forms an integral part of this Contract. The ORIS and ODF requirements shall be updated by the IOC, in cooperation with other members of Olympic family to address the new requirements and technology developments. The OCOG shall pay part of the costs of updating the ORIS project in accordance with the cost-sharing principles determined by the IOC.

Subject to any terms and conditions determined by the IOC, including without limitation the service fee which may be charged by the OCOG to certain categories of recipients, results and information services shall be made available for transmission, in a format to be determined by the IOC:

- i. through OBS and at the OCOG's cost, to the Rights-Holding Broadcasters (as defined in Section 53a above); and
- ii. by the OCOG, to the international news agencies recognised by the IOC, accredited media, IFs, the National Olympic Committees and other persons and entities designated by the IOC.

65. Cooperation with IOC's suppliers

The IOC reserves the right to choose suppliers to cover one or more areas of the services and other requirements described in this Contract, including in the fields of broadcasting, support services to Rights-Holding Broadcasters (as defined in Section 53a above) and other media personnel at the Games and Games Technology (as defined in Section 63 above). The OCOG hereby agrees to work with these suppliers to define, develop, implement, test and operate the appropriate solutions to ensure the best possible level of service and in particular a "state of the art" coverage of the Games, to the satisfaction of the IOC. The OCOG agrees to fulfil all obligations on its part, as defined in the agreement between the IOC and these suppliers, and to enter into appropriate agreements with such suppliers, as may be required by the IOC.

XI. Termination

66. Termination of the Contract

a. Termination Events

The IOC shall be entitled to terminate this Contract and to withdraw the Games from the City, the NOC and the OCOG if:

- i. the Host Country is at any time, whether before the scheduled commencement of the Games or during the Games, in a state of war, civil disorder, boycott, embargo decreed by the international community or in a situation officially recognised as one of belligerence or if the IOC has reasonable grounds to believe, in its sole discretion, that the safety of participants in the Games would be seriously threatened or jeopardised for any reason whatsoever;
- ii. any covenant of the Government (as referred to in Section 5 above) is not respected;
- iii. the Games are not celebrated during the year 2022;
- iv. there is a violation by the City, the NOC or the OCOG of any material obligation pursuant to this Contract, the Olympic Charter or under any applicable law; or if
- v. there is any material uncured breach of Section 72 below.

b. Procedure

Should the IOC elect to terminate this Contract and withdraw the Games, it shall (provided there is no need for urgent action, as determined by the IOC in its sole discretion) proceed as follows:

- i. if the IOC determines that a termination event set forth in Section 66a above has occurred or is occurring (or is reasonably likely to occur), it shall be entitled to put the City, the NOC and the OCOG, jointly and/or severally, on notice, by registered mail, telefax (with confirmation copy sent by registered mail) or special courier with acknowledgement of

receipt, and to call upon any or all of such parties to remedy or cause to be remedied the contingency(ies) specified by the IOC within sixty (60) days of the date of such notice provided, however, that if, on the day on which such notice is sent by the IOC, the period remaining until the date of the scheduled commencement of the Games is less than one hundred and twenty (120) days, the above-mentioned sixty (60) days deadline shall be reduced to one half of the number of days running from the date on which such notice is sent until the date of the scheduled commencement of the Games; and

- ii. if, following a notice served in accordance with Section 66b sub-paragraph i) above, the contingency(ies) ascertained by the IOC has (have) not been remedied to the reasonable satisfaction of the IOC within the deadline set forth in the said paragraph Section 66b sub-paragraph i), the IOC shall then be entitled, without further notice, to withdraw immediately the organisation of the Games from the City, the NOC and the OCOG and to terminate this Contract with immediate effect, without prejudice to the IOC's right to claim any and all damages and any other available rights and remedies.

c. **Waiver of Claims and Indemnification**

In case of withdrawal of the Games by the IOC, or termination of this Contract by the IOC for any reason whatsoever, the City, the NOC and the OCOG hereby waive any claim and right to any form of indemnity, damages or other compensation or remedy of any kind and hereby undertake to indemnify and hold harmless IOC Indemnitees (as defined in Section 10 above) from any third party claims, actions or judgements in respect of such withdrawal or termination. It is the responsibility of the OCOG to notify all parties with whom it contracts of the content of this Section 66.

XII. Miscellaneous

67. Summary of Technical Manuals, Guides and Other Directions Forming Integral Part of this Contract

Pursuant to Section 6 above, the City, the NOC and the OCOG shall abide by the terms and conditions set forth in the technical manuals, guides and other directions referred to in this Section 67, and all updates, amendments and modifications thereto, irrespective of when so updated, amended or modified, all of which form an integral part of this Contract, including those technical manuals referred to below which have not yet been expressly referred to in the previous sections of this Contract.

The technical manuals, guides and other directions listed below are in force at the time of execution of this Contract.

Technical manuals, guides and other directions	Referred to in Section(s)
Accommodation	29, 30, 31 and 36
Accreditation at the Olympic Games – User's Guide	12, 20 and 31
Arrivals & Departures	20
Brand, Identity and Look of the Games	22
Brand Protection	48 and 49
Ceremonies	37
City Activities and Live Sites	36 and 39
Communications	28 and 57
Design Standards for Competition Venues	and
Digital Media	57
Finance	16, 24 and 59
Food and Beverage Services	---
Games Management	16, 26, 27 and 28
Information and Knowledge Management	3, 28 and 56
IOC Protocol Guide	40
Marketing Partner Services	
Media	30, 54 and 55
Medical Services	

Technical manuals, guides and other directions	Referred to in Section(s)
NOC Services	20
OCOG Business Development	49
Olympic Family and Dignitary Services	
Olympic Games Impact	3
Olympic Hospitality Centre	49
Olympic Torch Relay	38
Olympic Village	
Paralympic Games	62
People Management	12
Sport	34
Ticketing	47
Transport	20
Venues	35
Wayfinding Signage	---

68. Obligations at the Expense of the City, the NOC and/or the OCOG

Unless expressly stipulated otherwise in this Contract, all obligations of the City, the NOC and/or the OCOG pursuant to this Contract, shall be at their expense.

69. Delegation by the IOC

The IOC may delegate, at its sole discretion, authority for the implementation of this Contract to such person(s) or entity(ies) as it may designate from time to time.

70. Assignment by the City, the NOC or the OCOG

The City, the NOC and the OCOG shall not assign any rights or obligations under this Contract or the Olympic Charter, in whole or in part, without the prior written approval of the IOC in each instance.

71. Unforeseen or Undue Hardship

Should any provision of this Contract give rise to undue hardship affecting the OCOG, which could not have been foreseen at the date of execution hereof, the OCOG may request the IOC to consider such changes as may be reasonable in the circumstances, provided that such changes shall not adversely affect either the Games or the IOC and, provided, further, that any such changes shall be a matter of discretion to be exercised by the IOC, it being understood and agreed

that the IOC shall not be obligated to consider, agree to or otherwise accommodate any such changes.

72. Enactment, Amendment or Entering into Force of Law

Should any law, rule or regulation in the Host Country be enacted or amended or enter into force after the date of the visit by the IOC Evaluation Commission to the City, and should any such enactment, amendment, or entering into force result in adverse consequences for the IOC, the IFs or the National Olympic Committees – financial or otherwise – compared to the previously existing situation, then the City, the NOC and the OCOG shall take all appropriate steps to ensure, and shall ensure, that the IOC, the IFs and the National Olympic Committees are not affected by such adverse consequences.

73. Relationship of the Parties

This Contract does not constitute either of the parties hereto the agent of any of the other parties nor create a partnership, joint venture or similar relationship between any of the parties.

74. Resolution of Disputes Between OCOG and the Olympic Family

Should any dispute arise pursuant to this Contract between, on the one hand, the City, the NOC and/or the OCOG and, on the other hand, any member(s) of the Olympic family and, in particular, the IFs or the National Olympic Committees, which dispute cannot be resolved amicably between the parties concerned, such dispute shall be submitted to the IOC for final resolution.

75. Languages

All information and documentation produced in relation to the planning, organising, financing and staging of the Games (e.g. publications, signage) shall be in English and French, the official languages of the IOC, unless expressly provided otherwise in writing by the IOC. The OCOG shall submit to the IOC its translation policy, to be applicable upon the occasion of the Games, not later than one (1) year prior to the scheduled commencement of the Games.

All information and documentation submitted to the IOC pursuant to this Contract shall be submitted in English and French. The IOC may agree, at its sole discretion, to a summary in English and/or French, as the case may be. All agreements requiring the approval of the IOC must be submitted to the IOC in at

least English or French and, insofar as the IOC is concerned, the English or French version shall prevail. The English version of this Contract shall prevail.

76. Olympic Charter

For the purposes of this Contract, all references to the Olympic Charter mean references to the Olympic Charter in force upon the conclusion of the 128th Session in Kuala Lumpur, including its Rules and Bye-Laws. Notwithstanding the foregoing, the IOC reserves the right to amend the Olympic Charter with respect to governance of the Olympic Movement and for such purposes the version of the Olympic Charter which is amended from time to time shall prevail, provided, that if any such specific amendment or modification has a material adverse effect on the financial rights or obligations of the City, the NOC or the OCOG hereunder, the mechanism described in Section 7 above shall apply.

77. Authorisation of Signatories

Each of the parties hereto represents and warrants that the persons executing this Contract on its behalf have been duly and properly authorised to execute this Contract and that all necessary formalities in that regard have been duly and properly performed.

78. Headings

The headings given to each section of this Contract are for convenience only. They shall not be deemed to affect in any way the meaning of the provisions to which they refer.

79. Counterparts

This Contract may be signed and accepted in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

80. Interpretation

Unless the context implies otherwise, words importing the singular number only shall include plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, associations, partnerships, limited liability companies and corporations and any other entity and vice versa. As used in this Contract, the term “including” (or

variants of such term) shall be deemed to be followed by the term “but not limited to”.

81. Precedence

In case of conflicts or discrepancies in relation to the interpretation or implementation of this Contract, such conflicts or discrepancies shall be determined by applying, in the following order of preference: first the terms defined herein; second the technical manuals, guides and other directions referred to in Sections 6 and 67 above; third the Olympic Charter and applicable laws.

82. Non-Waiver

A waiver of any provision of this Contract or of the Olympic Charter or any breach thereof in one instance shall not be construed as a waiver of that provision or breach thereof in the future. Other than as may be expressly stated herein, all rights and remedies of the parties hereto are cumulative and not in limitation or restriction of any other right or remedy.

83. Unenforceability of a Provision

The determination that any provision of this Contract is void, invalid or unenforceable shall not affect this Contract, all of said provisions being inserted conditionally on their being considered legally valid and in compliance with the Olympic Charter, and this Contract shall be construed and performed in all respects as if such void, invalid or unenforceable provisions were omitted insofar as the primary purpose of this Contract is not frustrated.

84. No Third Party Beneficiaries

For the avoidance of doubt, in no event shall the OCOG, the NOC or the City constitute or be treated as a third party beneficiary for purposes of the Broadcast Agreements (as defined in Section 53a above) or sponsorship agreements or have the right to enforce any provision thereof directly against the IOC.

85. Confidentiality

Each of the parties hereto undertake to keep confidential all data, documents and information provided to such party by any other party in connection with the negotiation, execution and performance of this Contract, subject to the following terms and conditions:

- i. the City, the NOC and the OCOG shall have the right to publicly disclose the present Contract (including the technical manuals, guides and other directions referred to in Sections 6 and 67 above) or otherwise communicate its content to third parties, except for any provision contained in any technical manuals, guides and other directions or excerpts thereof, which the IOC, in its sole discretion, has designated to be withheld from public disclosure and kept confidential (“**Confidential HCC Provisions**”);
- ii. notwithstanding Section 85 sub-paragraph i) above, the City, the NOC and the OCOG shall have the right to disclose any data, documents and information related to this Contract and any Confidential HCC Provisions, (a) to the extent that such disclosure is necessary for financial, legal or governmental proceedings, and (b) after notifying the IOC in writing, in a timely manner, of such intended disclosure and providing details in relation to the concerned financial, legal or governmental proceedings;
- iii. each of the City, the NOC and the OCOG shall have the right to make limited disclosure, on a need-to-know basis, of the terms of this Contract (including, for clarity, Confidential HCC Provisions) to its affiliates, licensees, suppliers, contractors or other persons, where necessary, to enable it to exercise its rights hereunder; provided, that all such persons or entities to whom disclosure is made shall also agree in writing to respect this Section 85; and
- iv. the IOC shall have (a) the same disclosure rights as the City, the NOC and the OCOG as described in Section 85 sub-paragraphs i), ii) and iii) above, (b) the right to disclose the terms of, or provide copies of, this Contract (including Confidential HCC Provisions) and any data to its staff and advisors, IOC-Controlled Entities (as defined in Section 13a above), potential bid, applicant and candidate cities, other organising committees, any other host city and their respective staff and advisors, and (c) the right to disclose the terms of this Contract to any other person or entity deemed necessary or desirable by the IOC in connection with the exercise of its rights hereunder or its performance of

this Contract; provided, that all such persons or entities (other than IOC-Controlled Entities and other members of the Olympic family and any staff or advisors who are subject to internal policies or professional duties requiring confidential treatment of any such information) to whom disclosure is made shall also agree in writing to respect this confidentiality provision.

86. Further Documents; Power of Attorney

Each of the City, the NOC and the OCOG agrees that it will hereafter execute and deliver any further agreements, documents and instruments that is requested by the IOC in order to carry out the intent of this Contract or is otherwise necessary or desirable to effectuate the arrangements contemplated hereby. Each of the City, the NOC and the OCOG hereby appoints the IOC or its representative as its attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, to execute any and all assignments and related documentation consistent herewith, and to perform any and all such other acts consistent with this Contract, that such party fails to execute or perform promptly upon the request of the IOC.

87. Governing Law and Resolution of Disputes; Waiver of Immunity

This Contract is governed by Swiss law. Any dispute concerning its validity, interpretation or performance shall be determined conclusively by arbitration, to the exclusion of the ordinary courts of Switzerland, of the Host Country or of any other country; it shall be decided by the Court of Arbitration for Sport in accordance with the Code of Sports-Related Arbitration of the said Court. The arbitration shall take place in Lausanne, in the Canton of Vaud, Switzerland. If, for any reason, the Court of Arbitration for Sport denies its competence, the dispute shall then be determined conclusively by the ordinary courts in Lausanne, Switzerland. The City, the NOC and the OCOG hereby expressly waive the application of any legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action (i) initiated by the IOC, (ii) initiated by a third party against the IOC, particularly as per Section 10 above, or (iii) initiated in relation to the commitments undertaken by the Host Country Authorities as reflected in Section 5 above. Such waiver shall apply not only to the jurisdiction but also to the recognition and enforcement of any judgment, decision or arbitral award. The City and the NOC agree that such actions and any other notices shall be validly served if they are addressed to the OCOG.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AT THE PLACE AND ON THE DATE FIRST ABOVE MENTIONED

THE INTERNATIONAL OLYMPIC COMMITTEE

Per: _____
Thomas BACH
President

Per: _____
Ser Miang NG
Chairman, Finance Commission

THE CITY OF _____

Per: _____
[Name]
[Function]

Per: _____
[Name]
[Function]

THE NATIONAL OLYMPIC COMMITTEE OF _____

Per: _____
[Name]
[Function]

Per: _____
[Name]
[Function]