



## **INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT**

### **TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS**

The FIA's objective is to select an exclusive supplier whose task will be to ensure the production and delivery of the **Standard Electronic Control Unit** (hereafter referred to as the "SECU") in the **2026, 2027, 2028, 2029 and 2030 seasons of the FIA Formula One World Championship** (hereafter referred to as "the Championship").

Interested parties are hereby invited to tender to become the exclusive supplier of the **SECU** for the Championship.

The selected tenderer will be invited to enter into a contract with the FIA that will establish the terms of the tenderer's appointment as exclusive supplier. The exclusive supplier will supply the product directly to the teams and power unit manufacturers (not to the FIA) under terms and conditions to be agreed.

**Bids must be submitted to the FIA Administration by e-mail to the following address: [tenderingprocedure@fia.com](mailto:tenderingprocedure@fia.com), in accordance with the FIA's "Invitation to Tender for sole supply contract - tendering instructions" available on the FIA's website: [www.fia.com](http://www.fia.com), apart from article 1.1.8 and article 3 which will not apply to the present invitation to tender.**

Bids will be evaluated on the basis of the criteria and information mentioned below under "Additional Requirements".

Due to the scope and implications of the SECU supply contract on the running of the Championship, the FIA intends to share the bids with the teams and power unit manufacturers for their comments to the FIA. The FIA will also organise meetings where tenderers will be invited to present their offers and answer questions from the FIA, the teams and the power unit manufacturers. By submitting offers, tenderers acknowledge and agree to those conditions.

The FIA reserves the right at any time, without giving reasons therefore and at its sole discretion, to amend, modify or terminate this invitation to tender and the timeline below (including doing a further round of bids among all or part of the tenderers) and/or to issue a new invitation to tender. Moreover, the FIA reserves the right, without giving reasons therefore and at its sole discretion, not to select any tenderer and/or not to enter into a contract with the selected tenderer. In case the tenderer is directly or indirectly involved in the Championship, the FIA reserves the right to implement measures to ensure that the principles of sporting equality are respected.

Publication of invitation to tender:

11 February 2022

**Tender submission date:**

**25 March 2022**

Meetings to present offers:

Calendar week 13 2022

Notification of decision:

End April 2022

## **ADDITIONAL REQUIREMENTS**

### **1. CRITERIA**

Among other elements mentioned in these “Additional Requirements”, bids will be evaluated on the basis of the following criteria, listed in no priority order:

- Level of compliance with the Technical Specifications (Appendix I) ;
- Confidence in the robustness, quality and reliability of the Product ;
- Assessment of the project risks ;
- Price of the Product ;
- Any other applicable regulations, sporting equity, industry expertise, safety.

### **2. TECHNICAL INFORMATION**

Tenderers are invited to provide detailed evidence of the level of compliance of their offers with the Technical Specifications provided in Appendix I, including by filling-in the associated editable table.

### **3. SUSTAINABILITY**

Tenderers are invited to fill in their commitments to sustainability as per Appendix II.

As the FIA is seeking to develop and improve environmental sustainability across motor sport and mobility, the selected tenderer will be invited to adhere to the FIA Environmental Strategy (see <https://www.fia.com/multimedia/publication/fia-environmental-strategy-2020-2030>), and to obtain the FIA Environmental Accreditation at least at a 2-star level during the term of the contract (see <https://www.fia.com/environmental-accreditation-programme>).

### **4. DUE DILIGENCE**

In the context of this invitation to tender, tenderers are also invited to:

- fill in the “Questionnaire Compliance – Due Diligence” attached in Appendix VIII;
- provide the FIA with their comprehensive audited accounts for the immediately preceding 3 accounting periods (it is noted that tenderers are responsible for checking the financial health of their own supplier(s) / sub-contractor(s));
- provide the FIA with satisfactory evidence of their financial standing and creditworthiness including bank credit rating.

The FIA reserves the right to carry out further due diligence on the tenderers and their considered sub-contractors.

DRAFT CONTRACT FOR SUPPLYING STANDARD ELECTRONIC CONTROL UNITS  
IN THE 2026, 2027, 2028, 2029 AND 2030 FIA FORMULA ONE WORLD CHAMPIONSHIP

BETWEEN

**THE FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)**

8 Place de la Concorde  
75008 Paris  
France

hereinafter referred to as the "**FIA**"

ON THE ONE HAND,

AND

[•]

hereinafter referred to as the "**PROVIDER**"

ON THE OTHER HAND.

Hereinafter together referred to as the "**PARTIES**".

## **PART 1 - GENERAL CONDITIONS**

### **RECITALS**

- (A) The FIA's authority in relation to international motor sport has been recognised since 1904 when national automobile clubs came together to establish the FIA to provide, amongst other things, an international forum to regulate motor sport internationally.
- (B) The FIA is the sole body governing international motor sport and is recognised by its members as the sole authority having the sporting power with the right to organise international FIA championships, including the CHAMPIONSHIP.
- (C) The FIA has an absolute obligation conferred on it by its members to safeguard its authority over all safety, sporting, technical and disciplinary matters relating to the CHAMPIONSHIP, as well as traditional values.
- (D) The FIA will publish the GOVERNING RULES annually.
- (E) The FIA has determined that the interests of the CHAMPIONSHIP require that a single supplier of the PRODUCT should be appointed for a limited term.
- (F) It is intended that the FIA and the PROVIDER will enter into this CONTRACT pursuant to which the PROVIDER will be appointed as the sole supplier of the PRODUCT to the CHAMPIONSHIP for the term set out herein.

### **1. APPOINTMENT AND SUPPLY**

- 1.1 The FIA hereby appoints the PROVIDER to be the exclusive supplier of the PRODUCT to the COMPETITORS for the CHAMPIONSHIP and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the COMPETITORS for the CHAMPIONSHIP in accordance with the terms of this CONTRACT and the terms of the SUPPLY AGREEMENTS.
- 1.2 Following from its appointment, the PROVIDER shall enter into a SUPPLY AGREEMENT with each COMPETITOR setting out the terms upon which the PRODUCT shall be supplied.
- 1.3 The PRODUCT that is supplied by the PROVIDER to the COMPETITORS shall be compliant with the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS.

### **2. RELATIONS BETWEEN THE PROVIDER AND THE COMPETITORS**

- 2.1 The PROVIDER shall treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with each COMPETITOR.
- 2.3 All SUPPLY AGREEMENTS shall be fully compliant with the PRINCIPLES OF SPORTING EQUALITY, the CONTRACT, the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS.

- 2.4 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.
- 2.5 If requested by the FIA, the PROVIDER shall supply a copy of each SUPPLY AGREEMENT in order to demonstrate that the PRINCIPLES OF SPORTING EQUALITY are maintained. With respect to the FIA, the PROVIDER hereby waives and confirms that it shall not assert or seek to rely on any confidentiality provision in any SUPPLY AGREEMENT or other agreement relevant to the supply of the PRODUCT to prevent the FIA from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.6 The FIA may request amendments to a SUPPLY AGREEMENT if it considers that the SUPPLY AGREEMENT is not consistent or compatible with, or is otherwise contrary to, the PRINCIPLES OF SPORTING EQUALITY. For the avoidance of doubt, the PROVIDER's obligation to abide by the PRINCIPLES OF SPORTING EQUALITY shall not be limited or otherwise affected by the FIA's review of a SUPPLY AGREEMENT and/or a request for an amendment to be made.
- 2.7 In the event of uncertainty regarding whether any action taken or proposed to be taken by the PROVIDER may breach the PRINCIPLES OF SPORTING EQUALITY, the PROVIDER shall request guidance from the FIA, which shall make a determination in this regard. Where such a determination is made by the FIA, the PROVIDER's actions in complying with that determination shall be deemed to be in compliance with the PROVIDER's obligation in GENERAL CONDITION 2.1 to treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.

### **3. LIABILITY**

- 3.1 Without prejudice to the FIA's other rights, the PROVIDER shall indemnify and hold harmless the FIA from and against any claims, demands, costs and damages (including reasonable attorney fees) arising as a direct result of the PROVIDER's:
- (a) failure to supply the PRODUCT of the requisite quantity;
  - (b) failure to supply the PRODUCT of the requisite quality;
  - (c) negligence in the supply of the PRODUCT;
  - (d) infringement of any third party's intellectual property rights by the PRODUCT;  
or
  - (e) any other default in the supply of the PRODUCT.
- 3.2 The PROVIDER represents and warrants that it is in a position to meet any liability that may arise under GENERAL CONDITION 3.1 above and hereby covenants to maintain such position for the period of time during which the PROVIDER may be liable.
- 3.3 Notwithstanding GENERAL CONDITIONS 3.1 and 3.2 above, the PROVIDER shall produce an attestation certifying that an insurance policy (including but not limited to public liability, product liability, professional indemnity and employer's liability) has been contracted in its name with a top-ranking international insurance company for

covering its liability as PROVIDER under this CONTRACT.

#### **4. WARRANTIES**

- 4.1 The PROVIDER represents and warrants that it has full power and authority to enter into and fully perform its obligations under the CONTRACT and the provisions of the CONTRACT, when executed, will constitute valid and binding obligations on the PROVIDER in accordance with its terms. The PROVIDER also represents and warrants that it has full power and authority to enter into and fully perform its obligations under the SUPPLY AGREEMENTS when executed.
- 4.2 The FIA represents and warrants that it has full power and authority to enter into and fully perform its obligations under the CONTRACT and the provisions of the CONTRACT, when executed, will constitute valid and binding obligations on the FIA in accordance with its terms.

#### **5. TERMINATION**

- 5.1 Notwithstanding any other provision hereof, either party may terminate the CONTRACT with immediate effect by written notice to the other if any of the following events occur:
- (a) the other party has committed a material breach of the CONTRACT which is not capable of remedy or, if remediable, has not remedied it within 14 days of the non-breaching party's written notice requiring the default to be remedied (for the avoidance of doubt, a breach by the PROVIDER of any of GENERAL CONDITIONS 1.2, 1.3, 2, 3 and 4.1 and any of the SPECIAL CONDITIONS is acknowledged by the parties to be a material breach);
  - (b) steps (including any steps analogous to those following) have been taken to wind up the other party or to place the other party into administration or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation; or
  - (c) the other party shall cease or threaten to cease carrying on business or the other party shall make any composition or arrangement with its creditors or become subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation) or have all or any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above).

#### **6. GOVERNING RULES**

- 6.1 The GOVERNING RULES constitute the legal, administrative and technical framework of the CHAMPIONSHIP and the conditions set forth therein shall have binding force and prevail among the parties to the CONTRACT.
- 6.2 The CONTRACT shall be interpreted in a manner that gives effect to the provisions of the GOVERNING RULES, the intention of the parties being to construe the provisions of the CONTRACT in the context of the more general framework of the GOVERNING RULES.

- 6.3 The PROVIDER acknowledges that the TECHNICAL SPECIFICATIONS and GOVERNING RULES are subject to amendment by the FIA from time to time. The PROVIDER will be responsible (at its own cost) for all research and development associated with the manufacture of the PRODUCT, including the making of any changes to the PRODUCT to be supplied pursuant to the CONTRACT that may be necessitated by any amendment to the TECHNICAL SPECIFICATIONS or the GOVERNING RULES. In case of substantial changes in the TECHNICAL SPECIFICATIONS or the GOVERNING RULES, the PROVIDER and FIA shall discuss the terms of such amendments and the bearing of costs in good faith.
- 6.4 The PROVIDER acknowledges that the FIA may take decisions regarding the supply of the PRODUCT, this CONTRACT and any obligations accruing from the GOVERNING RULES through whatever structure it deems appropriate, including through its disciplinary structures. The PROVIDER hereby accepts any such decisions and agrees that it shall not challenge the competence of any FIA disciplinary body acting in accordance with the GOVERNING RULES. When appropriate, the FIA shall be entitled to amend the CONTRACT unilaterally in order to comply with the GOVERNING RULES by applying the principles described in GENERAL CONDITIONS 7.2(b) and 7.3 below (and the provisions of GENERAL CONDITIONS 7.2(b) and 7.3 below shall apply *mutatis mutandis* to this GENERAL CONDITION 6.4).

## **7. EVENT CANCELLATION/POSTPONEMENT**

- 7.1 The PROVIDER acknowledges that the CHAMPIONSHIP or any COMPETITION(s) in any season may be cancelled or postponed.
- 7.2 If the CHAMPIONSHIP or any COMPETITION(s) are cancelled or postponed in any season for any reason, then the FIA may either (subject to GENERAL CONDITION 7.3):
- (a) terminate the CONTRACT on written notice to the PROVIDER; or
  - (b) amend the CONTRACT unilaterally on written notice to the PROVIDER (including by modifying or removing the existing provisions of the CONTRACT and/or adding new provisions to the CONTRACT), with such amendments being deemed to be incorporated into the CONTRACT and binding on the PROVIDER effective upon its receipt of the relevant notice from the FIA (or such later date as the FIA may specify in such notice).
- 7.3 The FIA shall consult with the PROVIDER prior to terminating the CONTRACT pursuant to GENERAL CONDITION 7.2(a) above or making any unilateral amendment to the CONTRACT pursuant to GENERAL CONDITION 7.2(b) above and shall use reasonable endeavours to apply the principle of proportionality in relation to any such termination or amendment (with a view to reasonably maintaining the economic balance of the CONTRACT and reducing the impact of the termination or the amendment (as applicable) on the PROVIDER, the FIA and other relevant third parties while achieving the relevant objectives of the termination or the amendment).
- 7.4 The PROVIDER shall have no right to (and shall not purport to) terminate the CONTRACT as a result of the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season, or to claim or receive any compensation from the FIA for any damages, loss or other consequences arising in connection with the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season.

7.5 The PROVIDER shall ensure that the terms of each SUPPLY AGREEMENT shall be consistent with the terms of this GENERAL CONDITION 7.

## **8. CONFIDENTIAL INFORMATION AND COMMUNICATION**

8.1 Each party (including its affiliates, employees, sub-contractors and/or any other third party it may engage for the performance of the CONTRACT) shall treat as confidential all information ("Confidential Information") communicated by the other party or related to this CONTRACT (unless in the public domain or communicated to a party (i) prior to entry into the CONTRACT; or (ii) after entry into the CONTRACT by a third person who communicates it without breaching any obligation of confidentiality of theirs), including the terms of the CONTRACT. Such information shall not be disclosed to any unauthorised third party (unless imposed by law, court or regulatory body of competent jurisdiction). The confidentiality obligation shall continue for 5 years after the end of the CONTRACT.

8.2 Disclosure of Confidential Information to any third party (other than as permitted by GENERAL CONDITION 8.1) shall be permissible only with the prior written consent of the other party.

8.3 Each party may communicate Confidential Information to its affiliates, employees, sub-contractors and/or any other third party it may engage for the performance of the CONTRACT, only to the extent necessary to fulfil the CONTRACT, only on a strict "need to know" basis and only under the condition such recipients of Confidential Information are bound by a confidentiality obligation equivalent to the obligations the parties have under this GENERAL CONDITION 8.

8.4 The PROVIDER (including its affiliates, employees, sub-contractors and/or any other third party it may engage for the performance of the CONTRACT) shall not, without the prior express written approval of the FIA, which may be given or withheld in the FIA's absolute discretion:

(a) make any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise) relating to the CONTRACT and/or the FIA;

(b) use (or cause or permit to be used) the name of the FIA or any trade name, title, trademark or service mark, brand imagery or logo belonging to the FIA, in particular in any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise).

8.5 In case the FIA gives its written consent to the use of its name by the PROVIDER, and unless otherwise agreed in writing, any reference by the PROVIDER to the FIA as a client shall be confined to the inclusion of the FIA's name (i.e. "Fédération Internationale de l'Automobile" or "FIA" only in verbal form - NO LOGO) in a list of reference in alphabetical order, with no prominence.

## **9. GOVERNING LAW AND LANGUAGE**

9.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written



in English. In the event of any conflict between the language of the CONTRACT and any translation thereof, the language of the CONTRACT shall prevail. In the event of any conflict between the language of any document connected with the CONTRACT and any translation thereof, the language of the document connected with the CONTRACT shall prevail.

- 9.2 The governing law of the CONTRACT shall be French law.
- 9.3 The Tribunal Judiciaire de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to the provisions of GENERAL CONDITION 6.4.
- 9.4 Without any prejudice to GENERAL CONDITION 9.3 above, the PROVIDER undertakes to strictly respect the Statutes and Code of Ethics of the FIA as well as the GOVERNING RULES. The PROVIDER hereby agrees to be subject to the internal judicial and disciplinary bodies of the FIA.

## **10. GENERAL**

- 10.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing the solvency of a COMPETITOR. The FIA is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.
- 10.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 10.3 The CONTRACT shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or sub-contract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the FIA. In case of sub-contracting, the PROVIDER remains fully liable for the performance of any part of this CONTRACT and any damages caused by its sub-contractors
- 10.4 Any notice to be given under the CONTRACT shall be given in writing delivered to the other party by any one or more of the following methods:
- (a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;
  - (b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day), which shall rebuttably be presumed to be the second local business day after posting.
- 10.5 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.
- 10.6 If any term, provision or condition of the CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable such invalidity, voidness or

unenforceability shall not invalidate the remainder of the CONTRACT, all of which shall remain in full force and effect.

- 10.7 The CONTRACT may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.
- 10.8 GENERAL CONDITIONS 3, 4, 6, 8, 9 and 10 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

## **PART 2 - SPECIAL CONDITIONS**

### **1. SUPPLY OF THE PRODUCT**

- 1.1 The PROVIDER shall supply such quantity of the PRODUCT as is required for each COMPETITOR at each:
  - (a) COMPETITION (the calendar of each season of the CHAMPIONSHIP will be available on the FIA website: [www.fia.com](http://www.fia.com));
  - (b) OFFICIAL TESTING.
- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and strictly comply with the TECHNICAL SPECIFICATIONS detailed in **APPENDIX I**.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The PROVIDER shall draw up and make available to the FIA a record of PRODUCTS supplied which may be consulted at any time by the FIA.
- 1.5 All PRODUCTS supplied must be suitable for use at all times during the COMPETITIONS.
- 1.6 The PROVIDER undertakes to report to the FIA any issues with the PRODUCT, the COMPETITOR concerned and the results of any associated investigations.
- 1.7 The PROVIDER shall loan and maintain free of charge one (1) PRODUCT to the FIA with no usage limitations and replace it within a reasonable time, as agreed with the FIA, if the FIA considers that it needs to be replaced or checked. The PRODUCT loaned to the FIA shall comply with the TECHNICAL SPECIFICATIONS, notably section 5.6, as detailed in **APPENDIX I**.
- 1.8 All loaned PRODUCTS in the possession of the FIA at the termination of the CONTRACT shall be returned to the PROVIDER within a reasonable time, at the expense of the FIA.
- 1.9 In the event that the PRODUCT and/or associated services do not comply with the terms of this CONTRACT, the PROVIDER shall, at its own expense, carry out all necessary measures to remedy such non-compliance, including modification, upgrade or additional testing, within the reasonable time limit fixed by the FIA. In the event that such non-compliance is not remedied by the PROVIDER within the fixed time limit, the FIA may, at its sole discretion, without prejudice to the PROVIDER's obligations under this CONTRACT and to any other rights the FIA may have in such circumstances: (i) request from the PROVIDER any appropriate and reasonable changes to the supply conditions of the PRODUCT and/or associated services; and/or (ii) request the PROVIDER to appear before any FIA body and to provide it with all useful explanations, and the PROVIDER shall comply with any such requests.

## **2. DELIVERY OF THE PRODUCT**

2.1 By **1 September 2023**, COMPETITORS will be requested to communicate to the PROVIDER a list of the expected order quantities and delivery schedule for the PRODUCT for the 2026 season of the CHAMPIONSHIP, including parts needed during 2024 and 2025 to support validation and integration activities during the period preceding the start of the 2026 season.

2.2 By **1 July 2023**, the PROVIDER shall make available a first set of hardware and software specifications as well as first releases of the software development tools for the embedded and off-car applications. The tools should include:

- Libraries and code generation tools for the embedded applications ;
- Models and programme files for the standard applications ;
- Basic models and programme files for the custom applications ;
- Components of the SECU PC Software Tool Suite ;
- Ability to simulate the target ECU in order to build, interface and test embedded and PC applications.

From that first delivery, the PROVIDER shall make available to all COMPETITORS and to the FIA a dedicated ticket management system to report any issues with the PRODUCT or any associated material and share the results of investigations.

2.3 By **1 October 2023**, the PROVIDER shall supply a pre-production sample of the PRODUCT equitably to all COMPETITORS, at the PROVIDER's own cost, to allow in-depth evaluation by the COMPETITORS interfacing the sample to their test equipment. The pre-production sample should have the same functionalities, physical and logical interfaces as the PRODUCT but it may not have the same form factor nor meet the environmental requirements.

The PROVIDER may also offer remote access to a pre-production sample of the PRODUCT for COMPETITORS not requiring a physical part at that stage of the project.

The PROVIDER shall carefully consider any comments or suggestions on the PRODUCT received from the COMPETITORS and from the FIA.

2.4 By **14 January 2024**, the PROVIDER shall supply the final software and hardware specifications to the FIA and the COMPETITORS, after which date no further modifications or alterations to the PRODUCT's specifications shall be permitted without the express consent of the FIA.

2.5 By **1 February 2024**, COMPETITORS will be requested to place orders for the PRODUCT for the 2026 season of the CHAMPIONSHIP, including parts needed during 2024 and 2025 to support validation and integration activities during the period preceding the start of the 2026 season.

2.6 By **1 July 2024**, the PROVIDER shall be able to supply a minimum of three (3) PRODUCTS equitably to each COMPETITOR, subject to order and according to a delivery plan subject to the FIA's express prior written approval.

- 2.7 By **1 January 2025**, the PROVIDER shall be able to supply a further minimum of three (3) PRODUCTS equitably to each COMPETITOR, subject to order and according to a delivery plan subject to the FIA's express prior written approval.
- 2.8 By **1 April 2025**, one (1) PRODUCT shall be supplied to the FIA according to SPECIAL CONDITIONS 1.7.
- 2.9 From **1 February 2025 and no later than 15 January 2026**, remaining ordered PRODUCTS shall be delivered equitably to each COMPETITOR according to a delivery plan subject to the FIA's express prior written approval.
- 2.10 Following the completion of the initial deliveries, the PROVIDER will deliver additional ordered PRODUCTS to the COMPETITORS on request within the lead times provided in the PRICING FORM (**APPENDIX III**).

### **3. MANUFACTURING CONDITIONS OF THE PRODUCT AND TECHNICAL CONTROL**

- 3.1 The PROVIDER shall provide to the FIA a detailed technical study of the PRODUCT, for the approval of the FIA ENGINEER. In the event that an amendment is made to the TECHNICAL SPECIFICATIONS or the GOVERNING RULES that requires an amendment to the PRODUCT supplied pursuant to the CONTRACT, the PROVIDER shall provide to the FIA a detailed technical study of the amended PRODUCT to be supplied pursuant to the CONTRACT to take account of such amendment.
- 3.2 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.
- 3.3 The PROVIDER shall not make any change to the PRODUCT during the CONTRACT without the FIA's express prior written agreement.
- 3.4 Technical checks may be carried out on samples taken either directly from the PROVIDER or during the COMPETITION (PRODUCT used by the COMPETITORS during the running of the COMPETITION) comparing the quality and technical compliance of the PRODUCT distributed with that of the samples taken.

### **4. TECHNICAL SUPPORT**

- 4.1 The PROVIDER shall make available to each COMPETITOR and the FIA all necessary technical support personnel and equipment to assist with the installation of the PRODUCT during the first deliveries of the PRODUCT.
- 4.2 The PROVIDER shall ensure that all necessary technical support personnel and equipment is available to assist the FIA and the COMPETITORS with the running of the PRODUCT throughout the duration of each COMPETITION and OFFICIAL TESTING and, in addition, shall ensure that there shall be at least one appropriately qualified and senior representative of the PROVIDER available for technical support on site throughout the duration of each COMPETITION.
- 4.3 Any change to the PROVIDER's technical support, including but not limited to type, amount, qualification, location and availability, shall be subject to the prior express written agreement of the FIA.

4.4 The PROVIDER shall provide the basis on which it might charge for additional "after sales" technical support over and above the support detailed in SPECIAL CONDITIONS 4.1 and 4.2.

4.5 For the PROVIDER's technical support personnel on-site during a COMPETITION and OFFICIAL TESTING, the FIA will make arrangements for track access passes for the PROVIDER as may be necessary;

## **5. PRICING OF THE PRODUCT**

5.1 The price of the PRODUCT supplied shall be as detailed on the PRICING FORM (**APPENDIX III**), which amount shall be exclusive of any applicable VAT (or equivalent sales tax) but inclusive of all other taxes and charges and which amount shall not be increased for any reason except in accordance with SPECIAL CONDITION 5.4.

5.2 The price of the PRODUCT supplied shall be inclusive of any technical support required during the term of the CONTRACT, notably the technical support described in SPECIAL CONDITION 4.

5.3 VAT (value added tax) shall not be charged to those COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.

5.4 The price stated in SPECIAL CONDITION 5.1 may be adjusted for the seasons 2027 and onwards in accordance with the indexation formula provided in **APPENDIX IV**.

## **6. INTELLECTUAL PROPERTY**

6.1 The FIA remains at all times the owner of the intellectual property rights contained in the TECHNICAL SPECIFICATIONS.

6.2 In order to safeguard the future use of the embedded control software within the CHAMPIONSHIP:

(a) The PROVIDER agrees and acknowledges that all intellectual property rights on all the embedded standard application code models and documentation developed within the context of this CONTRACT shall exclusively vest in and be the sole property of the FIA.

(b) The PROVIDER grants the FIA for the term of the CONTRACT a royalty free, non-exclusive, worldwide license to use the PROVIDER's embedded software build packages.

(c) During the Term of the CONTRACT, the PROVIDER shall provide access to licensed copies of the embedded software build packages to any third parties contracted by the FIA, at the rate that is applicable according to the PRICING FORM (**APPENDIX III**).

(d) After the termination of the CONTRACT, the PROVIDER shall continue to provide access to licensed copies of the embedded software build packages to the FIA and any third parties contracted by the FIA, at the rate that is applicable according to the PRICING FORM (**APPENDIX III**).

- (e) For the avoidance of doubt, the requirements and licenses granted under this SPECIAL CONDITION 6.2 are for the sole purpose of competition in the FIA Formula One World Championship and do not include any rights (including patent, copyright, database rights and all other intellectual property, whether registered or unregistered) contained in the electronics or the Basic Input Output System Software of the PRODUCT.
- 6.3 The PROVIDER confirms that it has and will maintain all licences, consents and authorities as may be necessary to enable it to make the grants and transfers of intellectual property as provided for under this CONTRACT and holds the FIA harmless from any loss, cost, damage or expense in the event that its confirmation is incorrect.
- 6.4 The PROVIDER hereby undertakes to maintain and support intellectual property owned by the FIA as defined in SPECIAL CONDITION 6.2 at no cost to the FIA.
- 6.5 The PROVIDER shall supply free of charge to the FIA the requested amount and types of devices (documentation, software, specifications, looms, licences, etc.) that the FIA will need to freely and independently programme and use the PRODUCT and conduct all checks that the FIA deems appropriate. This includes the right for the FIA to access and analyse any logging data during bench, track testing and the COMPETITIONS.
- 6.6 The PROVIDER hereby transfers and assigns to the FIA all rights, title and interest in and to all intellectual property referred to in SPECIAL CONDITION 6.2, and to the data and/or results generated by the PRODUCT. The PROVIDER may only access any such data and/or results subject to the prior written consent of the FIA, for the PROVIDER's technical or contractual purposes, including but not limited to, conducting R&D ordered by the FIA, confirming and diagnosing faults, or determining whether a PRODUCT has been operated outside the TECHNICAL SPECIFICATIONS.
- 6.7 The PROVIDER grants to the FIA and the FIA accepts, a non-exclusive, worldwide, royalty-free, fully paid-up license valid for the term of the CONTRACT (a) to use the PRODUCT, including related documentation and specification, and (b) to sublicense the use of the PRODUCT and any subsequent versions and/or modifications thereof to third parties requiring access to the PRODUCTS to assist the FIA in fulfilling its regulatory functions.
- 6.8 Save for the purposes of providing the PRODUCT under this CONTRACT, the PROVIDER agrees and acknowledges that no parts of the PRODUCT and no data relating to a COMPETITION may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, photocopying, recording, broadcasting means or otherwise to any other party than the FIA without the FIA's express prior written approval.
- 6.9 The PROVIDER agrees to use reasonable endeavours not to do anything or permit anything to be done at any time during and/or after the term which would in any way devalue, prejudice the ownership, management and/or exploitation of the data during and/or after the term of the CONTRACT.
- 6.10 The PROVIDER warrants that the PRODUCT and any part thereof do not infringe any third party's registered or non-registered foreign or domestic intellectual property rights, such as patent, design, trade mark, service mark, copyright, right of confidence or know-how.

- 6.11 The PROVIDER shall indemnify and hold the FIA harmless for and against any claims, demands, costs and damages (including reasonable attorney fees) relating to the infringement of any third party's intellectual property rights by the PRODUCT or any part thereof.
- 6.12 The PROVIDER undertakes to deposit and update any PRODUCT MATERIAL in the form of an escrow agreement with a third party selected by the FIA, under the conditions of the template ESCROW AGREEMENT (**APPENDIX VI**), to be signed by the PARTIES as soon as possible after signature of this CONTRACT.

From the signature of the ESCROW AGREEMENT, the update rate of the PRODUCT MATERIAL shall be every six months.

All costs and fees related to the establishment and maintenance of the ESCROW AGREEMENT will be the responsibility of the FIA. However, the PROVIDER agrees not to incur any expenditure in the name of or for the account of the FIA or hold itself out as having authority to bind the FIA, without the prior written approval of the FIA.

- 6.13 In the event the CONTRACT is terminated under GENERAL CONDITIONS 5.1(b) or 5.1(c), or before the end of its term due to the PROVIDER's unilateral decision to cease supplying the PRODUCT, the FIA shall have the right to purchase (i) any remaining stock held by the PROVIDER, including completed goods and spare parts relating to the PRODUCT, identifiable by the relevant product order codes or internal codes on the bill of materials; and (ii) the PROVIDER's Automated Test Equipment (ATEs) which can be identified by inventory numbers, in each case in accordance with the PRICING FORM (**APPENDIX III**).

## **5 SUSTAINABILITY**

- 6.1 The PROVIDER shall adhere to the FIA Environmental Strategy (see <https://www.fia.com/multimedia/publication/fia-environmental-strategy-2020-2030>), and obtain the FIA Environmental Accreditation at least at a 2-star level during the term of the CONTRACT (see <https://www.fia.com/environmental-accreditation-programme>).
- 6.2 The PROVIDER shall comply with its commitments to sustainability as set out in the APPENDICES.

## **7. ASSOCIATION RIGHTS**

The PROVIDER shall have no rights to refer to itself or authorise any third party to refer to the PROVIDER (whether in marketing/promotional materials, on websites/social media platforms or otherwise) as a supplier or service provider (or similar) to the CHAMPIONSHIP or the Formula 1™ brand (or otherwise imply the same) without first entering into a separate written agreement with the Commercial Rights Holder of the CHAMPIONSHIP for the grant of this right.



### **PART 3 - DEFINITIONS**

The following terms shall be understood to have the following meanings for the purposes of the "CONTRACT".

- 1.1 **APPENDICES** means the appendices set out at the end of the CONTRACT.
- 1.2 **CHAMPIONSHIP** means the 2026, 2027, 2028, 2029 and 2030 seasons of the FIA Formula One World Championship.
- 1.3 **COMPETITION(S)** means any race forming part of the CHAMPIONSHIP and entered on the International Sporting Calendar of the FIA. A COMPETITION is deemed to commence at the scheduled time for scrutineering and sporting checks and includes all practice, qualifying and the race itself and ends at the expiry of the deadline for the lodging of a protest under the terms of the International Sporting Code under the terms of the International Sporting Code.
- 1.4 **COMPETITOR(S)** means the racing teams that have been accepted by the FIA to take part in the CHAMPIONSHIP and their power unit manufacturers.
- 1.5 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS, the DEFINITIONS and the APPENDICES. In case of contradiction between the elements of the CONTRACT, the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS will prevail over the APPENDICES. In case of contradiction between the various APPENDICES, their order of priority will correspond to their numbering order.
- 1.6 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.7 **ESCROW AGREEMENT** means the escrow agreement provided at **APPENDIX VI** to be signed by the PROVIDER, the FIA and an escrow agent selected by the FIA, which purpose is to safeguard PRODUCT MATERIAL for release to the FIA under specific conditions.
- 1.8 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.9 **FIA ENGINEER** means the technician appointed by the FIA to carry out all technical checks and controls and to grant the necessary approval prior to the starting up of production.
- 1.10 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.11 **GOVERNING RULES** means:
  - (a) the FIA International Sporting Code and the Appendices thereto;
  - (b) the SPORTING REGULATIONS applicable to the CHAMPIONSHIP;
  - (c) the TECHNICAL REGULATIONS applicable to the CHAMPIONSHIP;
  - (d) the FIA Code of Ethics;
  - (e) the FIA Judicial and Disciplinary Rules;

- (f) the FIA Standards of Conduct for Suppliers (APPENDIX V);
- (g) any other regulations applicable to the CHAMPIONSHIP.
- 1.12 **OFFICIAL TESTING** means testing of cars as defined in and authorised in the SPORTING REGULATIONS.
- 1.13 **PRICING FORM** means the pricing form provided at **APPENDIX III** stating the prices at which the PRODUCT will be supplied at the site of the COMPETITIONS, the PRODUCTION SITE and the OFFICIAL TESTING to the COMPETITORS.
- 1.14 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
- (a) anything which may affect the performance of the PRODUCT;
- (b) the terms on which the PRODUCT is supplied;
- (c) the support, access and information made available to COMPETITORS in relation to the PRODUCT; and
- (d) any other matter which affects or may have an effect, however minor, on sporting performance.
- 1.15 **PRODUCT** means the Standard Electronic Control Unit (SECU) as such word is described in the TECHNICAL SPECIFICATIONS.
- 1.16 **PRODUCT MATERIAL** means all materials necessary to keep operating the PRODUCT from the date of signature of this CONTRACT until the end of this CONTRACT, including but not limited to:
- Software materials:**
- any on-car software source code, executables, build tools, configurations and instructions for all units of the PRODUCT;
  - any off-car software source code, executables, build tools, configurations and instructions for all off-car components of the PRODUCT;
- Hardware materials:**
- hardware documentation, schematics, CAD drawings for all units of the PRODUCT;
  - service instructions for all units of the PRODUCT;
  - post-service test protocols for all units of the PRODUCT;
  - instructions to replace boards in the PRODUCT;
  - instructions to operate and service any Automated Test Equipment (ATEs) used in the post-service test protocols and in the validation of hardware and software.
- 1.17 **PROVIDER** means [•].
- 1.18 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.19 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.

- 1.20 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time. The Sporting Regulations are available on the FIA website: [www.fia.com](http://www.fia.com).
- 1.21 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the COMPETITOR.
- 1.22 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA from time to time. The Technical Regulations are available via the FIA website: [www.fia.com](http://www.fia.com).
- 1.23 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT, as provided at APPENDIX I and amended by the FIA from time to time.

Signed:

On behalf of the FIA:

On behalf of the PROVIDER:

In his/her capacity as:

In his/her capacity as:

In:

In:

On:

On:

Signed:

On behalf of the FIA:

In his/her capacity as:

In:

On:

## **APPENDICES**

I – TECHNICAL SPECIFICATIONS

II – COMMITMENT TO SUSTAINABILITY

III – PRICING FORM

IV – INDEXATION FORMULA

V - FIA STANDARDS OF CONDUCT FOR SUPPLIERS

VI – TEMPLATE ESCROW AGREEMENT

VII – PROVIDER'S OFFER DATED [•]

VIII – QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE

**APPENDIX I**

**Technical Specifications**

Refer to attached documents:

Appendix1\_TechnicalSpecifications.pdf

Appendix1\_TechnicalSpecificationsTables.xlsx

## APPENDIX II

### Commitment to Sustainability

As part of the FIA's intention to promote sustainability, the tenderer will be assessed on its commitment to effective environmental management across their operations, hence:

			COMPLIANCE	EVIDENCE	NOTES
a.	CSR	The management of the tenderer's organization ensures that the issues related to sustainable development and social responsibility are well integrated into the organization's system (ISO certification, Environmental policy, Carbon calculation, Code of conduct and ethics, etc..) and comply with legal requirements.			
b.	Material sourcing	The tenderer ensures that its products/goods are produced and delivered ethically. The tenderer should explore the potential for sustainable materials integration in the products/goods and provide relevant documentations on the environmental and social due diligence of its supply chain.			
c.	LCA	The tenderer is aware of the environmental impact generated by the product. Ideally, the tenderer provides a full LCA (life cycle assessment) of the product. If not feasible, assumptions can be shared.			
d.	End-of-life	The tenderer carried out several end-of-life scenarios and can demonstrate through research documents that the selected option is the most sustainable. (if applicable)			
e.	2 <sup>nd</sup> life	The tenderer analyzed various 2 <sup>nd</sup> life possibilities and can demonstrate through research documents that the selected option is the most sustainable. (if applicable)			

g.	Additional commitment and evidence (if applicable)	Any additional commitment and evidence can be added to this section. (Closed loop approach, carbon neutral logistics, technological transfer, sustainability through design, collection after race of tyre marbles and wear particles, etc.)			
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### **APPENDIX III**

#### **Pricing Form**

Pricing plans should not require to accurately know supply quantities of the PRODUCT. It is therefore recommended to price PRODUCT elements separately from development and technical support costs.

Offers may include proposals for the amortisation of Non-Recurring-Engineering (NRE) linked to the development of the PRODUCT. However, as there is no guarantee that NRE payments will be accepted ahead of the 2026 season, bidders are requested in any case to include one instance of the pricing form without any NRE amortisation in 2022, 2023, 2024 and 2025.

The consideration of any proposal including separate NRE amortisation will be conditioned to agreeing for each development associated with NRE payments:

- (a) the list of developments associated with each NRE payment ;
- (b) the detailed technical specification for each development ;
- (c) milestones and deadline for each development ;
- (d) acceptance criteria, including key performance indicators, for each development, to be used in the evaluation of the deliveries ;
- (e) financial penalties for the PROVIDER in the event that a development is not delivered according to (c) or (d).

The tables on the next page are provided as a guide to formulate the pricing of the PRODUCT, developments and technical support.

**All prices must be provided before VAT and in the supply currency**

<b>PRODUCT element</b>	<b>Price</b>	<b>Maintenance Interval and price (if applicable)</b>	<b>Supply lead time (if applicable)</b>
Master ECU			
Switch interface unit			
Driver display unit			
Wheel interface unit			
<b>OPTIONAL ELEMENTS</b>			
LVDT interface unit			
Sensor node			
Data viewer			
Embedded software build package			
Support over and above the support detailed in SPECIAL CONDITIONS 4.1 and 4.2			

	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
Maintenance/continuous development	N/A	N/A	N/A	N/A					
Support detailed in SPECIAL CONDITION 4.1.	N/A								
Support detailed in SPECIAL CONDITION 4.2 (Travel to be costed separately)	N/A	N/A	N/A	N/A					
NRE amortisation	N/A								

**Automated Test Equipment (ATEs)**

<b>ATE Name</b>	<b>ATE purpose and description</b>	<b>Price each</b>	<b>Quantity owned</b>

## **APPENDIX IV**

### **Indexation Formula**

Concerning the 2027 season and onwards, the prices charged to COMPETITORS shall be the amount that equals the amount shown for 2026 in the PRICING FORM increased annually in accordance with the positive variation of the “Consumer Prices – All items” index published by the Organisation for Economic Cooperation and Development (OECD) in “Main Economic Indicators”. The increase shall be in accordance with the variation over a 12 month period of the index published in the most recent edition of “Main Economic Indicators” as available at the 1<sup>st</sup> December of the year preceding the year to which the indexation applies and for the PROVIDER’s country.

## **APPENDIX V**

### **FIA Standards of Conduct for Suppliers**

#### **ARTICLE 1 – GENERAL**

**1.1** The activities of the Fédération Internationale de l'Automobile ("**FIA**") are to be conducted in compliance with all applicable laws, statutes, regulations, ordinances, orders, decrees, codes of practice, guidelines, directions, relevant industry and ethical standards and any other applicable rules of the jurisdictions where the FIA and/or its suppliers operate ("**Applicable Law**").

**1.2** The FIA further acts in a socially responsible manner, and has issued these standards of conduct for suppliers ("**Standards**") to set out its high expectations in the areas of health and safety, human rights and employment practices, environmental management and sustainability, business integrity and anti-bribery policies, and related fields.

**1.3** These Standards apply to all individuals, companies, consultants, vendors, contractors, agents and any other entities that provide services and/or supply material or other products to the FIA ("**Suppliers**"), as well as to their own employees, suppliers, sub-contractors, agents and related entities.

**1.4** Suppliers must comply with the Applicable Law and these Standards. They guarantee similar compliance for the work performed by their employees, suppliers, sub-contractors, agents and related entities. When the Applicable Law and these Standards cover the same subject matter, the ones setting the highest standards apply. When these Standards contradict the Applicable Law, the Applicable Law prevails.

**1.5** As part of these Standards, the FIA further expects its Suppliers to abide by the generally recognised principles inspired by the international conventions and instruments of the United Nations (UN) (in particular the UN Guiding Principles on Business and Human Rights and the UN Global Compact), the International Labor Organization (ILO), the Organisation for Economic Co-operation and Development (OECD) (in particular the OECD Guidelines for Multinational Enterprises), as well as any similar protection norms.

**1.6** Suppliers shall periodically review their practices, conduct periodic self-evaluations, due diligence and establish management systems for sustainable practices to ensure that they, as well as their employees, suppliers, sub-contractors, agents and related entities, are complying with the Applicable Law and these Standards. These Standards supersede any previous standards for Suppliers issued by the FIA.

**1.7** The FIA may conduct or to have conducted on its behalf inspections, audits and/or due diligence checks of facilities and business practices to monitor Suppliers' compliance with the Applicable Law and these Standards, and fulfilment by Suppliers and their employees, suppliers, sub-contractors, agents and related entities of their undertakings. Suppliers shall provide any relevant information and documents, and give access to the representatives of the FIA to verify such compliance. Suppliers shall undertake to improve or correct any inadequacy. Suppliers shall keep sufficient authentic and accurate records to prove compliance. Failure to cooperate or to provide the information requested shall constitute a breach of these Standards.

**1.8** The FIA may terminate or suspend its relationship with any Supplier, as well as resort to any other remedy available, when that Supplier does not comply with the Applicable Law and/or these Standards.

**1.9** These Standards may be amended by the FIA from time to time. Their enforcement and interpretation rest solely with the FIA and do not confer or create any rights in favour of any party other than the FIA.

**1.10** Should Suppliers need additional information or guidance on these Standards, or wish to report a violation, whether actual or potential, they shall contact the FIA Ethics Committee and/or the FIA Compliance Officer<sup>1</sup>.

## **ARTICLE 2 - HEALTH AND SAFETY**

**2.1** Suppliers must provide their personnel with safe and healthy working conditions, in order to avoid accidents or injuries which could be caused by, be related to or derive from their work, including during the use of equipment or during work-related travel. Suppliers must implement proceedings and training programs to detect, avoid and minimise any risk to health and safety of the personnel. Suppliers' facilities are to be constructed and maintained in accordance with the Applicable Law and the relevant industry standards.

**2.2** Suppliers working with the FIA or onsite at the FIA's premises or at any other location must work in a way that assures their own safety and the safety of others in compliance with the Applicable Law, including the applicable FIA and governmental, environmental, health and safety requirements. Any incidents that may impact the FIA must be reported promptly.

## **ARTICLE 3 - HUMAN RIGHTS AND EMPLOYMENT PRACTICES**

### **Dignity and Fundamental Rights**

**3.1** Suppliers must treat the FIA and their own personnel with dignity and respect.

**3.2** Suppliers represent and warrant that they, as well as their employees, suppliers, sub-contractors, agents and related entities, protect and safeguard human dignity and fundamental rights under any and all circumstances.

**3.3** Suppliers comply with, and maintain awareness of, the Applicable Law in the countries where they conduct business. Suppliers conduct business responsibly, with integrity, honesty and transparency, and adhere to the standards set forth therein.

### **Discrimination, Harassment**

**3.4** Suppliers must comply with the Applicable Law, including all applicable employment laws and regulations, prohibiting discrimination in the workplace. There shall be no discrimination or any other form of unjustified inequality on the basis of race, skin colour, gender, sexual orientation, ethnic or social origin, language, religion, philosophical or political opinion, family situation or disability.

**3.5** The FIA does not permit intimidation or hostility and will not tolerate any behaviour from Suppliers that might harass, disrupt or interfere with another person's ability to work.

### **Child Labor**

**3.6** Suppliers represent and warrant that they, as well as their employees, suppliers, sub-contractors, agents and related entities, comply with the Applicable Law and do not resort to any form of child labor or other exploitation of children which are not allowed under the applicable labor and employment laws and regulations.

<sup>1</sup> [ethics-committee@fia.com](mailto:ethics-committee@fia.com)

**3.7** Suppliers must adhere to the minimum employment legal age limit defined by the Applicable Law, and comply with the 1999 ILO Convention No. 182<sup>2</sup> on the worst forms of child labour and the 1973 ILO Convention No. 138<sup>3</sup> on the minimum age for admission to employment and work.

**3.8** In no instance may a Supplier permit children to perform work that exposes them to undue physical risks that can cause physical, mental or emotional harm or improperly interfere with their schooling (except as may be permitted under apprenticeship or similar programs in which the minor is lawfully participating).

#### **Forced, Bonded or Indentured Prison Labor, Slavery and Human Trafficking**

**3.9** Suppliers must not manufacture products or render services (or incorporate any materials therein that have been manufactured) in violation of laws governing workers' human rights, including human trafficking and slavery.

**3.10** Suppliers confirm not using, in providing goods and services, involuntary or forced labor, whether indentured, bonded, prison labor or otherwise. This includes transporting, harbouring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

**3.11** Suppliers confirm not to have confiscated or withheld workers' identity documents or other valuable items, including passports, work permits and travel documentation.

**3.12** Suppliers confirm not to have unreasonably withheld or diverted workers' wages.

**3.13** Suppliers must comply with the Applicable Law to prevent undeclared, illegal and clandestine employment.

#### **Wages and Working Hours**

**3.14** Suppliers must compensate all employees by providing wages, overtime pay, benefits and paid leave which as a minimum comply with the requirements under the Applicable Law. Suppliers shall also comply with the applicable rules and standards pertaining to working hours, subject to any exemptions relevant to events and competitions in the field of automotive and motor sports under the applicable laws and regulations.

#### **Drugs**

**3.15** Suppliers must not possess, use or sell illegal drugs on the FIA's premises and/or at the FIA events or perform their work under the influence of alcohol, illegal drugs and any performance-enhancing substances. They shall make sure that the same applies to their employees, suppliers, sub-contractors, agents and related entities. In compliance with the applicable anti-doping regulations, all doping practices are strictly prohibited within the framework of the competitions organised by the FIA.

<sup>2</sup> Available at: [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C182](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182)

<sup>3</sup> Available at: [https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C138](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138)

#### **ARTICLE 4 - ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY**

**4.1** Suppliers must comply with the Applicable Law in relation to the protection of the environment.

**4.2** Suppliers must obtain any environmental permits and/or authorizations required and act in accordance with such permits and/or authorizations.

**4.3** Suppliers shall endeavour to protect the environment on the occasion of any events they organise and/or within their business operations. They shall take reasonable endeavours that their operations are consistent with the generally accepted standards for environmental protection in their industries, and that on an ongoing basis, they join the FIA in its objective continuously improve its sustainability and environmental focus.

#### **ARTICLE 5 - BUSINESS INTEGRITY**

**5.1** In addition to complying with the Applicable Law, Suppliers conduct business responsibly, with integrity, honesty and transparency, and adhere to the following standards of business integrity:

##### Corruption and Bribery

**5.2** Suppliers are prohibited from engaging directly or indirectly in any form of corrupt practices and/or bribery, as well as any related illegal or unethical practices.

**5.3** Corrupt practice means any form of misuse of power for any form of gain. Acts of corruption are usually intended to influence an individual in the performance of his work to act dishonestly and/or improperly.

**5.4** A bribe is an inducement or reward or any form of benefit offered, promised, given or authorised, directly or indirectly: (i) to improperly influence anyone, or (ii) to reward anyone for the performance of any function or activity in order to secure or gain any commercial, contractual, regulatory or personal advantage. A bribe can take many forms, for example: (i) a direct or indirect promise or offer of something of value; (ii) the offer or receipt of a kickback, fee, reward or other form of benefit; (iii) the giving of aid or donations; (iv) the use of voting rights designed to exert improper influence.

**5.5** In particular, Suppliers are prohibited from directly or indirectly paying anything of value to a government or other public official in order to:

- Obtain or retain business or improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization;
- Gain an improper advantage; or
- Illegally influence the action of any individual, customer, company, or company representative.

**5.6** Suppliers are required to keep accurate and transparent records that reflect actual transactions and payments.

##### Gifts and Entertainment

**5.7** Gifts and entertainment are not needed in order to conduct business with the FIA and are highly discouraged.

**5.8** The following situations are always inappropriate and are expressly prohibited in relation to FIA employees, representatives, agents, appointees, consultants, volunteers, officers, commission members, sporting officials, etc., and third parties acting on behalf of the FIA:

- Offering any gift, entertainment, preferred treatment and/or any other advantage while involved in a current purchasing or contracting decision process (e.g. invitation to tender, call



- for interest, request for quotation, request for interest, request for proposals and any other form of calls for expression of interest);
- Any gift of currency, including "gift cards" ;
- Any gift (e.g. branded items, stationery, calendars, pens, etc), that is not compliant with the Applicable Law and/or local customs;
- Offering hospitality or any other form of entertainment that is not compliant with the Applicable Law and/or local customs;
- Offering an opportunity to purchase products, services, or benefit from a financial interest, under terms which are not available to other employees, suppliers, sub-contractors, agents and related entities.

**5.9** The giving or receipt of gifts by Suppliers in the fulfilment of their duties for the FIA is not prohibited if all of the following requirements are met: (i) the gift complies with the Applicable Law, including the local standards and customs of the recipient's and the givers' country; (ii) the gift is not made with the intention of obtaining or retaining business or a business advantage, or of rewarding the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits; (iii) the gift is given openly, not secretly; (iv) the gift cannot be viewed as excessive under local standards and customs (e.g. stationery, calendar, wine, sweets, etc.), and is only provided as a courtesy, token of esteem or gratitude for the service rendered, or a mark of friendship, when the circumstances so justify for example at an event or a specific period of the year (e.g. Christmas); and (v) the gift does not include cash or a cash equivalent (such as gift certificates, checks or vouchers). The value of a gift should not exceed, in any event, an amount of CHF 100.

**5.10** The FIA appreciates that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift is reasonable and justifiable. The intention behind the gift should always be considered.

**5.11** The hospitality shown to Suppliers and the persons accompanying them shall not exceed the standards prevailing in the host country or in the event that they attend. The intention behind the hospitality should always be considered.

**5.12** In case of doubt or queries concerning the above requirements, in particular the value of a gift or nature of the hospitality, the FIA Ethics Committee and/or the FIA Compliance Officer should be consulted before acceptance.

## **ARTICLE 6 - CONFLICTS OF INTEREST**

**6.1** Suppliers may not perform their duties in situations involving a perceived, apparent, potential and/or actual conflict of interest, and they must endeavour to avoid creating any such situations.

**6.2** A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of the FIA. Some situations that could cause a conflict of interest include:

- Having a significant financial investment in any company that competes, does business, or seeks to do business with the FIA. A significant financial interest includes voting control, or an ownership of more than 1% of the outstanding capital of a business, or an investment that represents more than 5% of the investor's total assets;
- Providing similar services for direct competitors of the FIA, with access to confidential or competitive information;
- When family members or partners work for the FIA or another FIA supplier.

**6.3** Suppliers must disclose any perceived, apparent, potential and/or actual conflicts of interest to the FIA Ethics Committee and/or the FIA Compliance Officer. In case of doubt concerning any conflicts of interest, disclosure or at least consultation should be favoured.

**6.4** Failure to disclose any such conflicts of interest in a timely manner, or provide complete information upon the FIA's request, constitutes a breach of these Standards.

#### **ARTICLE 7 - FAIR COMPETITION AND ANTITRUST**

**7.1** Suppliers must comply with the Applicable Law regarding fair competition and antitrust. This covers the situations of abuse of dominant position, concerted practices and illegal cartels.

#### **ARTICLE 8 - TRADE COMPLIANCE**

**8.1** Suppliers must comply with all import and export controls, commercial restrictions, sanctions regimes (in particular Swiss, EU and US sanctions), and any other trade compliance norms under the Applicable Law.

#### **ARTICLE 9 - MONEY LAUNDERING AND INSIDER TRADING**

**9.1** Suppliers must comply with anti-monetary laundering norms under the Applicable Law and endeavour to take all appropriate measures to avoid that their activities be used as a vehicle of money laundering.

**9.2** Suppliers must refrain from being involved in, or favouring business with, offshore entities. Suppliers shall inform the FIA in case any business conducted for the FIA involves jurisdictions identified as Offshore Financial Centers by the International Monetary Fund.

**9.3** Suppliers must comply with all norms against insider trading under the Applicable Law and endeavour to take all appropriate measures to avoid that their knowledge of, or access to, sensitive information be used for favouring insider trading.

#### **ARTICLE 10 - ACCURACY OF BUSINESS RECORDS**

**10.1** All Suppliers' financial books and records must conform to generally accepted accounting principles and the Applicable Law. Suppliers' records must be accurate in all material respects, they must be legible, transparent, and reflect actual transactions and payments. Furthermore, Suppliers undertake not to hide, fail to record or make false entries in their financial books.

#### **ARTICLE 11 - CONFIDENTIAL INFORMATION**

**11.1** Suppliers must treat as confidential or secret any information, which is not public, communicated to them in the exercise of their duties. Any information or opinion shall be divulged only in accordance with the principles, directives and objectives of the FIA.

#### **ARTICLE 12 - DATA PRIVACY**

**12.1** Suppliers must comply with the EU General Data Protection Regulation 2016/679 when handling personal data ("Personal Data") provided by the FIA.

**12.2** Suppliers receiving Personal Data from the FIA will adopt, maintain and follow written and comprehensive security practices that are sufficient to safeguard FIA's Personal Data from any (a) unauthorized disclosure, access, use or modification; (b) misappropriation, theft, destruction, or loss; or (c) inability to account for such Personal Data; and treat all Personal Data as strictly confidential.

**12.3** Suppliers will only process the Personal Data, in a Member State of the European Union or in a State party to the agreement on the European Economic Area ("EEA") or in Switzerland. A transfer of

the Personal Data to a third country other than the aforementioned requires prior informed consent given by the FIA.

**12.4** Suppliers shall not, by any means, communicate the Personal Data to or put the Personal Data at the disposal of third parties without the FIA's prior written consent thereto unless it is required to do so by mandatory law. Suppliers shall notify the FIA if Personal Data is to be provided to a third party as a result of mandatory law unless the law prevents such notification taking place.

**12.5** Suppliers shall notify the FIA Ethics Committee and/or the FIA Compliance Officer of any breach in the processing of the Personal Data and shall comply with any reasonable request for information to allow the FIA to respond to and to take suitable further steps in respect of the incident.

### **ARTICLE 13 - CONDUCT TOWARDS GOVERNMENTS AND PRIVATE ORGANISATIONS**

**13.1** Suppliers shall endeavour to maintain harmonious relations with national authorities, in accordance with the principle of universality and of political neutrality of the FIA.

**13.2** Suppliers are free to play a role in the public life of the nations to which they belong. Within this framework, they may not abusively take advantage of their position within the FIA, engage in any activity or follow any ideology inconsistent with the principles defined in the FIA Statutes and Regulations and set out in these Standards.

### **ARTICLE 14 - MOBILE DEVICES, ELECTRONIC MEDIA, INTERNET AND E-MAIL USE**

**14.1** In those circumstances where Suppliers have access to the FIA's electronic environment (e-mail, voicemail, IT network, databases or other), Suppliers must:

- Protect the FIA's confidential information and electronic media;
- Secure mobile devices;
- Encrypt or password the protected data;
- Comply with all applicable data protection laws and regulations;
- Use these tools for performance of the agreement only; and
- Use these tools in accordance with good practices.

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**APPENDIX VI**

**Template Escrow Agreement**

<b>Effective Date</b>	
<b>Deposit Account Number</b>	
*Effective Date and Deposit Account Number to be supplied by the Escrow Agent only.	

## Three-Party Escrow Service Agreement

This Three Party Escrow Service Agreement together with such exhibits as are completed in accordance with the terms hereof, (hereinafter the “**Agreement**”) is entered into by and between the following parties:

- (1) [**PROVIDER**], [address] (the “**Depositor**”); and
- (2) **FEDERATION INTERNATIONALE DE L'AUTOMOBILE** a not-for-profit association declared in conformity with the French Laws, having its offices at 8 place de la Concorde, 75008 Paris, France (the “**Beneficiary**”); and
- (3) [**ESCROW AGENT**], [address] (the “**Escrow Agent**”);

The Depositor, the Beneficiary, and the Escrow Agent may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

### RECITALS

- (A) The Depositor has granted the Beneficiary the right to use the Material (as defined below) upon the terms and conditions of a Supply Agreement (as defined below).
- (B) The Depositor has agreed to deposit the Deposit Material (as defined below) with the Escrow Agent, as a trusted third party, and has authorised the Escrow Agent to release the Deposit Material to the Beneficiary upon the terms and conditions of this Agreement to enable the Beneficiary to continue to exercise its rights under the Supply Agreement.

### 1 Definitions and Interpretations

1.1 In this Agreement, unless the context requires otherwise:

“**Authorised Persons**” means those individuals described as such below in the **Authorised Person(s)/Notices Table** of this Agreement, as varied by the Parties upon giving written notice to the Escrow Agent, whose actions will legally bind such Party, or such Party’s legal representative;

“**Confidential Information**” means secret or confidential commercial, financial, marketing, technical information, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the Effective Date, together with any reproductions of such information in any form or medium or any part(s) of this information including, without limitation, that marked as being ‘confidential’;

“**Deposit Material**” means any Material and any other proprietary technology and materials deposited by the Depositor during the term of this Agreement as described from time to time in Exhibit B;

“**Effective Date**” means the date of this Agreement as specified above, however, if the date is not specified above then the Effective Date shall be the last date noted on the signature blocks of this Agreement;

“**Intellectual Property Rights**” means patents, registered designs, trademarks and service marks, emblems, domain names, copyright, database rights, moral rights, design right, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semiconductor topographies, plant varieties, Confidential Information, business names, goodwill and the style of presentation of goods or services and in applications for protection of any of the above rights whether or not the foregoing are capable of registration or not;

“**Escrow Agent Website**” means [webiste] together with any other website owned or controlled by the Escrow Agent;

**“Material”** means all materials necessary to keep operating the Products during the period covered by the Supply Agreement, including:

Software materials:

- any on-car software source code, executables, build tools, configurations and instructions for all units of the Products;
- any off-car software source code, executables, build tools, configurations and instructions for off-car components of the Products;

Hardware materials:

- hardware documentation, schematics, CAD drawings for all units of the Products;
- service instructions for all units of the Products;
- post-service test protocols for all units of the Products;
- instructions to replace boards in the TAG320B;
- instructions to operate and service any Automated Test Equipment (ATE) used in the post-service test protocols and in the validation of hardware and software;

**“Paying Party”** means the Party responsible for payment designated in the Paying Party Billing Contact Table below;

**“Products”** means the PRODUCT as such term is defined in the Supply Agreement;

**“Release Conditions”** means the events specified as such in Exhibit C;

**“Release Purposes”** has the meaning described in Exhibit C;

**“Service Fees”** means any fees payable by either the Depositor or the Beneficiary in respect of the Services;

**“Services”** means the Escrow Agent services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto;

**“Source Code”** means the computer programming code of the Deposit Materials in human readable form;

**“SOW”** means a customised statement of work produced by the Escrow Agent pursuant to the Deposit Material Verification Clauses;

**“Supply Agreement”** means the agreement for the supply of ECUs in the FIA Formula One World Championship entered into between the Depositor and the Beneficiary granting the Beneficiary the right to use the Material;

**“Term”** means the duration of this Agreement including the Initial Term and any subsequent Renewal Term (each as defined in the Term and Termination Clauses below);

**“Work Request”** means a request for Services by a Party to this Agreement via written instruction or the online portal accessible through the Escrow Agent Website.

- 1.2 The headings used in this Agreement are for convenience only and will not affect its interpretation or construction.
- 1.3 References to Clauses and Schedules are references to the clauses of and schedules to this Agreement. The Schedules are deemed to be incorporated in, and form part of, this Agreement and the term “Agreement” will be construed accordingly. Should any conflict arise between the terms of the body of this Agreement and the Schedules, the terms of the body of the Agreement will take precedence.
- 1.4 Words imparting the singular will include the plural and vice versa. References to persons include an individual, company, corporation, firm or partnership.
- 1.5 All sums payable hereunder are exclusive of VAT or any other applicable tax or duty payable upon such sums which will be added, if appropriate, at the rate prevailing at the relevant tax point.
- 1.6 The words and phrases “other”, “including” and “in particular” will not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

## **2 Depositor Responsibilities and Representations**

- 2.1 It shall be solely the Depositor’s responsibility to: (i) make an initial deposit of the Deposit Material to the Escrow Agent within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material; and (iii) ensure that a minimum of one (1) complete and functional copy of Deposit Material is deposited with the Escrow Agent at all times. At the time of each deposit or update, the Depositor will provide an accurate and complete description of all Deposit Material sent to the Escrow Agent using the form attached hereto as Exhibit B.

- 2.2 The Depositor warrants and represents that it lawfully possesses all Deposit Material provided to the Escrow Agent under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of the Escrow Agent under this Agreement. The Depositor warrants that with respect to the Deposit Material, the Escrow Agent's proper administration of this Agreement will not infringe the rights, including Intellectual Property Rights, of any third parties.
- 2.3 Depositor represents that all Deposit Material is readable and useable in its then current form and if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material have been deposited contemporaneously.

### **3 Beneficiary Responsibilities and Representations**

- 3.1 The Beneficiary acknowledges that, as between the Escrow Agent and the Beneficiary, the Escrow Agent's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than the Escrow Agent's inspection of the Deposit Material (as described in Clause 4) and the performance of any of the optional verification Services as described in the Deposit Material Verification Clauses and listed in Exhibit A, the Escrow Agent has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- 3.2 It shall be solely the Beneficiary's responsibility to monitor whether a deposit or deposit update has been accepted by the Escrow Agent.

### **4 Escrow Agent Responsibilities and Representations**

- 4.1 The Escrow Agent agrees to use all commercially reasonable endeavours to provide the Services requested by Authorised Person(s) representing the Depositor or the Beneficiary in a Work Request. The Escrow Agent may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- 4.2 The Escrow Agent will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If the Escrow Agent determines that the Deposit Material does not match the description provided by the Depositor represented in Exhibit B, the Escrow Agent will notify the Depositor of such discrepancies.
- 4.3 The Escrow Agent will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the the Escrow Agent Website.
- 4.4 the Escrow Agent will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- 4.5 The Escrow Agent will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of the Escrow Agent, unless otherwise agreed to by the Parties.
- 4.6 Upon receipt of written instructions by both Depositor and Beneficiary, the Escrow Agent will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- 4.7 Should transport of Deposit Material be necessary for the Escrow Agent to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, the Escrow Agent will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. The Escrow Agent will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

### **5 Deposit Material Verification**

- 5.1 Beneficiary may submit a verification Work Request to the Escrow Agent for one or more of the Services defined in Exhibit A attached hereto and Depositor consents to the Escrow Agent's performance of any level(s) of such Services. Upon request by the Escrow Agent and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with the Escrow Agent by providing reasonable access to its technical personnel whenever reasonably requested by the Escrow Agent.
- 5.2 The Parties consent to the Escrow Agent's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as the Escrow Agent and shall not be a direct competitor to either Depositor or Beneficiary. The Escrow Agent shall be responsible for the delivery of Services of any such subcontractor as

if the Escrow Agent had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for the Escrow Agent to perform verification of the Deposit Material.

- 5.3 The Escrow Agent will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfil any standard verification Services Work Request or develop an SOW. The Escrow Agent and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of the Deposit Material to be tested; description of verification testing; requesting Party responsibilities; the Escrow Agent responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party (as defined in the Payment Clauses); designation of authorised SOW representatives for both the requesting Party and the Escrow Agent with name and contact information; and description of any final deliverables prior to the start of any fulfilment activity. After the start of fulfilment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

## **6 Payment**

- 6.1 The Paying Party shall pay to the Escrow Agent all Service Fees as set forth in the applicable Work Request or SOW.
- 6.2 All Service Fees are due within thirty (30) calendar days from the date of invoice in UK Sterling and are non-refundable.
- 6.3 The Escrow Agent may update any Service Fees due under this Agreement upon giving the Paying Party ninety (90) calendar days' written notice.
- 6.4 The Paying Party is liable for any taxes (including VAT) related specifically to Services purchased under this Agreement or shall present to the Escrow Agent an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.
- 6.5 The Escrow Agent reserves the right to charge interest in respect of the late payment of any sum due under this Agreement at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis from the due date until full payment is received.
- 6.6 Notwithstanding, the non-performance of any obligations of the Depositor to deliver Deposit Material under the Supply Agreement or this Agreement, the Escrow Agent is entitled to be paid all Service Fees that accrue during the Term of this Agreement and the Paying Party shall not be entitled, by way of set-off, counter-claim, abatement or other similar deduction, to withhold payment of any amount due to the Escrow Agent.

## **7 Term and Termination**

- 7.1 The Term of this Agreement is for a period of one (1) year from the Effective Date ( the "**Initial Term**") and it will automatically renew for additional one (1) year terms ("**Renewal Term**") and continue in full force and effect thereafter unless or until one of the following events occur:
- (a) the Depositor and the Beneficiary provide the Escrow Agent with sixty (60) days' prior written joint notice of their intention to terminate this Agreement;
  - (b) the Beneficiary provides the Escrow Agent and Depositor with sixty (60) days' prior written notice of its intention to terminate this Agreement;
  - (c) this Agreement terminates under another provision contained herein;
  - (d) The Escrow Agent releases the Deposit Material to the Beneficiary pursuant to a Release Condition (in which case such termination of this Agreement shall be automatic); or
  - (e) any time after the Initial Term, the Escrow Agent provides sixty (60) days' prior written notice to the Depositor and the Beneficiary of the Escrow Agent's intention to terminate this Agreement.
- 7.2 The Effective Date and the Deposit Account Number shall be supplied by the Escrow Agent only.
- 7.3 Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, the Escrow Agent shall return the physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to the Depositor are unsuccessful, the Escrow Agent shall destroy the Deposit Material.
- 7.4 In the event of the non-payment of undisputed Service Fees owed to the Escrow Agent, the Escrow Agent may provide all Parties to this Agreement with written notice demanding payment. Any Party to this Agreement shall have



the right to make the payment to the Escrow Agent to cure the default. If the past due payment is not received in full by the Escrow Agent within thirty (30) calendar days of the date of such written notice, then the Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. The Escrow Agent shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Clause 10) so long as any undisputed Service Fees due to the Escrow Agent under this Agreement remain unpaid.

## **8 Infringement Indemnity**

- 8.1 Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold the Escrow Agent fully harmless against any claim or action asserted against the Escrow Agent (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that the Escrow Agent's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party.
- 8.2 When the Escrow Agent has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defence of such claim or action or enter into a settlement agreement, provided that no such settlement or defence shall include any admission or implication of wrongdoing on the part of the Escrow Agent without the Escrow Agent's prior written consent, which consent shall not be unreasonably delayed or withheld. The Escrow Agent shall have the right to employ separate counsel and participate in the defence of any claim at its own expense.

## **9 Warranties**

- 9.1 The Escrow Agent warrants that any and all services provided hereunder shall be performed using reasonable skill and care.
- 9.2 An aggrieved Party must notify the Escrow Agent promptly upon learning of any claimed breach of any warranty and, to the extent allowed by applicable law, such Party's sole and exclusive remedy for breach of warranty shall be subject to the limitation of liability and consequential damages waiver in the Agreement.
- 9.3 Except as specified in this Agreement, all express or implied conditions, representations, undertakings and warranties including, without limitation, any warranties or conditions of merchantability, fitness for a particular purpose, satisfactory quality or arising from statute, common law a course of dealing, usage, or trade practice, are hereby excluded to the fullest extent permitted by applicable law.

## **10 Confidential Information**

- 10.1 The Escrow Agent shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care.
- 10.2 The provisions of Clause 10.1 shall not apply to any information which:
- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
  - (b) was independently disclosed to it by a third party entitled to disclose the same; or
  - (c) is required to be disclosed under any applicable law, or by order of a court or governmental body of authority of competent jurisdiction.
- 10.3 Except as provided in this Agreement the Escrow Agent shall not use or disclose the Deposit Material. The Escrow Agent shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as the Escrow Agent. If the Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, the Escrow Agent will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, the Escrow Agent may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that the Escrow Agent does not waive its rights to present its position with respect to any such order or subpoena. The Escrow Agent will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

## **11 Limitation of Liability**

11.1 Nothing in this Agreement shall exclude or limit a Party's liability for (i) death or personal injury caused by its negligence, or (ii) for fraud or (iii) the infringement indemnification obligations of Clause 8 or (iv) any other matter for which it would be unlawful for such party to exclude or limit, or attempt to exclude or limit, its liability. All other liability related to this Agreement, if any, whether arising in contract, tort (including negligence) or otherwise, of any Party to this Agreement shall be limited to the amount equal to one year of fees paid to the Escrow Agent under this Agreement. If claim or loss is made in relation to a specific Deposit or Deposits, such liability shall be limited to the fees related specifically to such Deposits.

## **12 Consequential Damages Waiver**

12.1 In no circumstances (other than those referred to in Clause 11.1) shall the Escrow Agent be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, foreseeable, known, direct, indirect or otherwise):

- (a) loss of profits (whether actual or anticipated);
- (b) loss of revenue;
- (c) loss of anticipated savings;
- (d) loss of business;
- (e) loss of opportunity;
- (f) loss of goodwill; or
- (g) for any indirect, special, consequential or incidental loss or damage howsoever caused (whether or not the Escrow Agent was advised of the possibility that such loss could occur).

## **13 General**

13.1 Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to the Escrow Agent, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by the Escrow Agent.

13.2 Right to Make Copies. The Escrow Agent shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. The Escrow Agent shall copy all copyright, non-disclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by the Escrow Agent. Any copying expenses incurred by the Escrow Agent as a result of a Work Request to copy will be borne by the requesting Party. The Escrow Agent may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for the Escrow Agent to perform this Agreement.

13.3 Authorised Person(s). The Depositor and the Beneficiary must each authorise and designate one person whose actions will legally bind such Party ("**Authorised Person**" who shall be identified in the Authorised Persons (s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Escrow Agent escrow account through the Escrow Agent Website or written instruction. The Depositor and Beneficiary warrant that they will maintain the accuracy of the name and contact information of their Authorised Person during the term of this Agreement by providing the Escrow Agent with a written request to update its records for the Party's respective Authorised Person which includes the updated information and applicable deposit account number(s).

13.4 Right to Rely on Instructions. With respect to release and destruction of Deposit Material, the Escrow Agent shall rely on an Authorised Person's instructions. The Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by the Escrow Agent to be genuine and from an Authorised Person, officer, or other employee of a Party. The Escrow Agent may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. The Escrow Agent will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative.

13.5 Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

- 13.6 Notices. The Escrow Agent shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorised Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (release) shall be sent by recorded delivery mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities or commercial express mail.
- 13.7 No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- 13.8 Assignment. No assignment of this Agreement by the Depositor or the Beneficiary or any rights or obligations of the Depositor or the Beneficiary under this Agreement is permitted without the written consent of the Escrow Agent, which shall not be unreasonably withheld or delayed. The Escrow Agent shall have no obligation in performing this Agreement to recognise any successor or assign of the Depositor or the Beneficiary unless the Escrow Agent receives clear, authoritative and conclusive written evidence of the change of parties.
- 13.9 Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- 13.10 Independent Contractor Relationship. The Depositor and the Beneficiary understand, acknowledge, and agree that the Escrow Agent's relationship with the Depositor and the Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- 13.11 No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- 13.12 Disputes. Any dispute arising out of this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The place of arbitration shall be in London, England. Nothing in this Agreement shall prevent a Party from seeking (including obtaining or implementing) interlocutory or other immediate relief.
- 13.13 Regulations. Depositor and Beneficiary each represent and covenant that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the Deposit Material or the Services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions or government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement; and (iii) it will not take any action that will cause the Escrow Agent to be in violation of such laws and regulations, and will not require the Escrow Agent to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Depositor will not provide the Escrow Agent any Deposit Material subject to export controls and controlled at a level other than EAR99/AT. The Escrow Agent is responsible for and warrants, to the extent of its individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation.
- 13.14 No Third Party Rights. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a Party to this Agreement (including any employee, officer, agent, representative or subcontractor of any Party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.
- 13.15 Entire Agreement. This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior written or oral agreements, representations or understandings between the parties in relation

to such subject matter. The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has any Party been given any warranty, statement, promise or representation by the other or on their behalf other than as expressly set out in this Agreement. To the extent that any warranties, statements, promises or representations have been given, each of the parties irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them. Nothing in this Clause 13.15 will exclude any liability if such misrepresentation was made fraudulently.

13.16 Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13.17 Survival. Clauses 7 (Term and Termination), 8 (Infringement Indemnity), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), and 13 (General) of this Agreement, shall survive termination of this Agreement or any Exhibit attached hereto together with any other clauses which should, by implication survive termination.

13.18 Law and Jurisdiction This Agreement and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England. Subject to Clause 13.12, all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorised representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

ESCROW AGENT	
Signature	
Print Name	
Title	
Date	
Email Address	

**NOTE: Authorised Person(s) Notices Table and Exhibits Follow**

TEMPLATE

**Authorised Person(s) Notices Table**

Please provide the name(s) and contact information of the Authorised Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

<b>DEPOSITOR (Required information)</b>		<b>BENEFICIARY (Required information)</b>	
<b>Print Name</b>		<b>Print Name</b>	
<b>Title</b>		<b>Title</b>	
<b>Email Address</b>		<b>Email Address</b>	
<b>Street Address</b>		<b>Street Address</b>	
<b>City</b>		<b>City</b>	
<b>Country</b>		<b>Country</b>	
<b>Postal/Zip Code</b>		<b>Postal/Zip Code</b>	
<b>Phone Number</b>		<b>Phone Number</b>	
<b>Fax Number</b>		<b>Fax Number</b>	

**Paying Party Billing Contact Information Table  
(Required information)**

Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.

<b>VAT Identification Number</b>	
<b>Company Name</b>	Fédération Internationale de l'Automobile
<b>Print Name</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Street Address</b>	
<b>City</b>	
<b>State/Province</b>	
<b>Postal/Zip Code</b>	
<b>Country</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Purchase Order #</b>	

**Exhibit A**  
**Escrow Services Fee Schedule – Work Request**

Deposit Account Number

Service	<b>SERVICE DESCRIPTION – THREE PARTY ESCROW SERVICE AGREEMENT</b>	<b>One-Time/ Per Service Fees</b>	<b>Annual Fees</b>
	All services are listed below. Check the requested service and submit a Work Request to The Escrow Agent for services requested after agreement signature.		
<input type="checkbox"/> <b>Setup Fee (Required at Setup)</b>	One-time Setup Fee for the Escrow Agent to setup a standard Three Party Escrow Service Agreement.		
<input type="checkbox"/> <b>Deposit Account Fee (Required at Setup)</b>	The Escrow Agent will set up one (1) deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. The Escrow Agent will provide account services that include unlimited deposits, electronic vaulting, access to the Escrow Agent Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee.		
<input type="checkbox"/> <b>Beneficiary Fee (Required at Setup)</b>	The Escrow Agent will fulfil a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to the Escrow Agent Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		
<input type="checkbox"/> <b>File List Test</b>	The Escrow Agent will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically. If, through no fault of the Escrow Agent, testing cannot be completed within twelve (12) months of being ordered, the Escrow Agent will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.		
<input type="checkbox"/> <b>Level 1 Inventory and Analysis Test</b>	The Escrow Agent will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and the Escrow Agent's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material. If, through no fault of the Escrow Agent, testing cannot be completed within twelve (12) months of being ordered, the Escrow Agent will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.		
<input type="checkbox"/> <b>Dual Vaulting</b>	The Escrow Agent will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.		
<input type="checkbox"/> <b>Remote Vaulting</b>	The Escrow Agent will store and manage the Deposit Material in a remote location, designated by the client, outside of the Escrow Agent's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.		
<input type="checkbox"/> <b>Custom Contract Fee</b>	Custom contract changes to the Escrow Agent templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.		
<b>Additional Verification Services (Fees based on Statement of Work)</b>			
<b>Level 2 Deposit Compile Test</b>	The Escrow Agent will fulfil a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and the Escrow Agent will agree on a custom SOW prior to the start of fulfilment. A completed Exhibit Q is required for execution of this test.		
<b>Level 3 Binary Comparison Test</b>	The Escrow Agent will fulfil a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and the Escrow Agent will agree on a custom SOW prior to the start of fulfilment. A completed Exhibit Q is required for execution of this test.		
<b>Level 4 Full Usability Test</b>	The Escrow Agent will fulfil a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). The Escrow Agent will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and the Escrow Agent will agree on a custom SOW prior to the start of fulfilment. A completed Exhibit Q is required for execution of this test.		

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

<b>Paying Party – For Future Work Request Use Only</b>	
<b>Paying Party Name</b>	
<b>Signature</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Date</b>	

TEMPLATE



## Exhibit B Deposit Material Description

<b>Company Name</b>		<b>Deposit Account Number</b>	
<b>Deposit Name</b>		<b>Deposit Version</b>	

(Deposit Name will appear in account history reports)

### Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

### Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted?  Yes or  No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

<b>Encryption tool name</b>		<b>Version</b>	
<b>Hardware required</b>			
<b>Software required</b>			
<b>Other required information</b>			

### Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to the Escrow Agent at the address below.	<input type="checkbox"/> The Escrow Agent has inspected and accepted the above described Deposit Material either electronically or physically. The Escrow Agent will notify Depositor of any discrepancies.		
<b>Name</b>		<b>Name</b>	
<b>Date</b>		<b>Date</b>	
<b>Email Address</b>			
<b>Telephone Number</b>			
<b>Fax Number</b>			

**Note: If Depositor is physically sending Deposit Material to the Escrow Agent, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:**

Escrow Administration Manager

Email copy to:

## Exhibit C Release of Deposit Material

Deposit Account Number	
------------------------	--

The Escrow Agent will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Clause 13.6 (Notices).

1. Release Conditions.

The Depositor and the Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- i. the Depositor has an order made, or passes a resolution for its winding up (other than for the purposes of a solvent reconstruction or amalgamation), has an order made for the appointment of an administrator or an administrator is appointed or has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or
- ii. any similar or analogous proceedings or event to those set out in (i) above occurs in respect of the Depositor within any jurisdiction outside England; or
- iii. the Depositor ceases to carry on its business in whole or in relation to the Products; or
- iv. the Depositor assigns its rights in the intellectual property rights in the Deposit Material and the assignee fails within sixty (60) days of such assignment to offer the Beneficiary substantially similar protection to that provided by this Agreement without significantly increasing the cost to the Beneficiary; or
- v. the Supply Agreement is terminated before the end of its term due to the Depositor’s unilateral decision to cease supplying the Products.

2. Release Work Request.

The Beneficiary may submit a Work Request to the Escrow Agent to release the Deposit Material covered under this Agreement. The Escrow Agent will send a written notice of this Beneficiary Work Request within five (5) business days to the Authorised Representative(s) for the Depositor.

3. Contrary Instructions.

From the date the Escrow Agent mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, the Depositor representative(s) shall have ten (10) business days to deliver to the Escrow Agent contrary instructions (“**Contrary Instructions**”). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by the Authorised Representative for the Depositor. Upon receipt of Contrary Instructions, the Escrow Agent shall send a copy to the Authorised Representative for the Beneficiary by commercial express mail. Additionally, the Escrow Agent shall notify the Authorised Representative(s) for both the Depositor and the Beneficiary that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. The Escrow Agent will continue to store Deposit Material without release pending (i) joint instructions from the Depositor and the Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction; or (iv) withdrawal of Contrary Instructions by Authorised Representative of Depositor. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. Release of Deposit Material.

If the Escrow Agent does not receive Contrary Instructions from an Authorised Representative for the Depositor, or receives written instructions directly from Depositor’s Authorised Person to release a copy of the Deposit Material to the Beneficiary, the Escrow Agent is authorised to release Deposit Material to the Beneficiary. The Escrow Agent is entitled to receive any uncollected Service fees due the Escrow Agent from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by the Escrow Agent.

6. Release Purposes.

The Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to the Beneficiary by the Supply Agreement. Notwithstanding the foregoing, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement.

**APPENDIX VII**

**Provider's offer dated [•]**

**APPENDIX VIII**

**Questionnaire Compliance – Due Diligence**



**QUESTIONNAIRE**

Questions	Answers	
<b>1. GENERAL INFORMATION</b>		
1.1. Type of partnership		
1.2. Name and country of the potential partner or stakeholder		
1.3. Name and country of the ultimate beneficial owners		
1.4. Name and country of the officers and directors		
1.5. Name and country of the bank		
<b>2. INTERNATIONAL RELATIONSHIPS</b>		
2.1. Will the relationship involve at any stage a High-Risk Country as per the list below?	Yes	No
2.2. If yes to Q2.1, will there be any transactions denominated in USD between the FIA and the potential partner?	Yes	No
2.3. If yes to Q2.1, are there any US citizens involved in the relationship?	Yes	No
2.4. If yes to any of the questions above, please provide more details		
<b>3. PUBLIC AUTHORITIES</b>		
3.1. Will the potential partner or stakeholder represent the FIA before any public authority?	Yes	No
3.2. Will the potential partner or stakeholder be authorized to make payments to any public authority on behalf of the FIA?	Yes	No
3.3. If yes to any of the two questions above, please provide more details		
<b>4. PAYMENTS</b>		
4.1. Will there be any payments through an Offshore Financial Center as per the list below?	Yes	No
4.2. If yes, please provide more details		



Compliance – Due Diligence Policy

<b>5. CONNECTIONS</b>	
5.1. Do you have any personal or business connections with any FIA Party (FIA members, FIA body members, consultants, officials, employees)?	Yes No
5.2. If yes, which?	
Stamp and signature	



### High Risk Countries

- Syria
- Cuba
- Sudan
- Iran
- North Korea

### Offshore Financial Centers

The International Monetary Fund has identified the following jurisdictions as Offshore Financial Centers. Any connections with those countries triggers money-laundering flags:

- Andorra
- Anguilla
- Antigua
- Aruba
- Bermuda
- British Virgin Islands
- Cayman Islands
- Gibraltar
- Guernsey
- Isle of Man
- Jersey
- Nauru
- Vanuatu