



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

As motorsport worldwide continues to move towards a greener future focusing on renewable energies, the FIA has been working on a long term project to establish an all-electric racing category for Grand Touring type vehicles. Provisionally referred to as the FIA Electric GT Championship (eGT), all racing vehicles will be homologated with the FIA by the car manufacturers and deliver performance levels comparable to existing FIA GT3 specification vehicles. Many existing technologies will be carried over from GT3 in order to keep development costs low, but one of the exciting new features of the category will be the ability to perform fast recharging, with in race pitstops being an integral part of the event format to demonstrate this technology.

The competition, which aims to begin on track in 2023 following the appointment of a Championship Promoter and a year of testing and development work by the car manufacturers, aims to provide a showcase for the next generation of high performance cars and provide a marketing platform for car manufacturers as the world transitions towards only renewable energies in the future.

In this context, the FIA's objective is to select an exclusive supplier of **automotive battery cells** whose task will be to ensure the production and delivery of the automotive battery cells for the 2023, 2024 and 2025 seasons of the new **FIA Electric GT Championship** ("the Championship"; it is specified that the final title of the Championship will be agreed between the FIA and the appointed Promoter of the Championship).

Interested parties are hereby invited to tender to become the exclusive supplier of the automotive battery cells for the 2023, 2024 and 2025 seasons of 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 car 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, in accordance with the FIA's "Invitation to tender for sole supply contract - tendering instructions" available on the FIA's website: 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".

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 (in particular if the tenderer is also a car manufacturer 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 September 2020

Tender submission date:

~~31 October 2020~~ ~~30 November 2020~~

21 December 2020

FIA final selection:

~~9 December 2020~~ **By end January 2021**

ADDITIONAL REQUIREMENTS

1. CRITERIA

Among other elements mentioned in these “Additional Requirements”, bids will be evaluated on the basis of the Technical Specifications (Appendix III) and other applicable regulations, sporting equity, industry expertise, safety and cost reduction.

In addition, the FIA may consider the following parameters, taking into account the particular context of and the aims pursued by the Championship:

- Commitments, actions, credibility and experience from the tenderer in favour of a more sustainable motorsport and mobility;
- Steps taken and efforts made to allow the transfer of battery technology developments between competition vehicles and ordinary vehicles;
- Proposal relating to innovative design of the battery considering the specificities of the Championship compared to other existing championships.

2. TECHNICAL INFORMATION

Tenderers are invited to fill in the technical information (Appendix III).

3. PRICING OF THE AUTOMOTIVE BATTERY CELLS

~~The cost of the total amount of automotive battery cells needed to produce a battery pack, including all development costs, parts and services included in the perimeter of this tender (inclusive of VAT, all other taxes and charges), should not exceed the target of EUR 100,000 per car per season. However, if the tenderer is unable to meet this target, other proposed prices will still be considered.~~

~~It is specified that no NRE (non-recurring-engineering) payment shall be paid by the car manufacturers or the FIA.~~

The cost of the total amount of automotive battery cells needed to produce a battery pack, including all cell chemistry and cell design development costs included within the perimeter of this tender (inclusive of VAT, all other taxes and charges), should not exceed the target of **EUR 100,000 per car per season**. However, if the tenderer is unable to meet this target, other proposed prices will still be considered.

It is specified that **no NRE (non-recurrent-engineering) payment shall be paid by the car manufacturers or the FIA for the development of the cell.**

The services which will have to be provided to the car manufacturers for the development of the battery on the basis of the elements supplied within the framework of this tender is not included in the budget envelope mentioned above. This support must nevertheless be detailed and costed as part of the response to the invitation to tender for battery cells.

4. MARKETING

a) COMMERCIAL RIGHTS IN CONNECTION WITH THE CHAMPIONSHIP

Tenderers are invited to contact the FIA with regard to the acquisition of commercial rights in connection with the Championship.

The tenderer shall provide all details relating to the financial or in-kind contribution it undertakes to make in exchange for commercial rights in its bid.

The person to contact is:

James Hough
Fédération Internationale de l'Automobile
E-mail: jhough@fia.com
Phone number: +41 78 698 76 89

b) OPTIONAL CSR CONTRIBUTION

In addition to the opportunity described above to acquire commercial rights in connection with the Championship, tenderers are invited to make a financial or in-kind proposal to the FIA regarding FIA campaigns relating to diversity, inclusivity and advocacy. To this end, a presentation is available from the FIA Marketing and Events Department.

Without any obligation to do so, if the tenderer chooses to offer a CSR contribution, it shall provide all details relating to the financial or in-kind commitments it would make in exchange for such actions to take place.

The person to contact is:

James Hough
Fédération Internationale de l'Automobile
E-mail: jhough@fia.com
Phone number: +41 78 698 76 89

5. 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 V.

The fia reserves the right to carry out further due diligence, including financial due diligence, on the tenderers and their considered sub-contractors.

DRAFT CONTRACT FOR THE SUPPLY OF THE AUTOMOTIVE BATTERY CELLS
IN THE 2023, 2024 AND 2025 SEASONS
OF THE FIA ELECTRIC GT CHAMPIONSHIP

BETWEEN

The FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)

Place de la Concorde 8
75008 Paris
France

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

ON THE ONE HAND,

AND

[•]

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

ON THE OTHER HAND.

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 CAR MANUFACTURERS for the CHAMPIONSHIP and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the CAR MANUFACTURERS 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 CAR MANUFACTURER setting out the terms upon which the PRODUCT shall be supplied.
- 1.3 The PRODUCT that is supplied by the PROVIDER to the CAR MANUFACTURERS shall be compliant with the TECHNICAL REGULATIONS, the SPORTING REGULATIONS and the TECHNICAL SPECIFICATIONS.

2. RELATIONS BETWEEN THE PROVIDER AND THE CAR MANUFACTURERS

- 2.1 The PROVIDER shall treat all CAR MANUFACTURERS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all CAR MANUFACTURERS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with each CAR MANUFACTURER.
- 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 CAR MANUFACTURER to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the CAR MANUFACTURER 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.
- 2.8 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 CAR MANUFACTURERS 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 all reasonably foreseeable losses incurred by the FIA 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; or
 - (d) 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 which enters into the CONTRACT will 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 for any and all action which might be taken to obtain compensation for prejudice caused by a manufacturing defect affecting the PRODUCT used pursuant to the 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 in principle 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.

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 an 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. GOVERNING LAW AND LANGUAGE

- 8.1 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.
- 8.2 The governing law of the CONTRACT shall be French law.
- 8.3 The Tribunal de Grande Instance 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.
- 8.4 Without any prejudice to GENERAL CONDITION 8.3 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.

9. GENERAL

- 9.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing, the solvency of a CAR MANUFACTURER. The FIA is not responsible for ensuring that the CAR MANUFACTURERS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any CAR MANUFACTURER to satisfy the terms of a SUPPLY AGREEMENT.
- 9.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 9.3 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.
- 9.4 Any public communications or press releases by the PROVIDER related to the CONTRACT shall be discussed in advance and approved in writing by the FIA.
- 9.5 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.

- 9.6 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.
- 9.7 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.
- 9.8 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.
- 9.9 GENERAL CONDITIONS 3, 4, 7, 8 and 9 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 provide to the CAR MANUFACTURERS the PRODUCT in such quantities and in accordance with the standard lead times and other conditions as set out in this CONTRACT, the TECHNICAL SPECIFICATIONS and the SUPPLY AGREEMENTS.
- 1.2 In addition, the PROVIDER shall supply a PRODUCT that is capable of being used to ensure that the cars comply with testing requirements.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and comply with the TECHNICAL SPECIFICATIONS.
- 1.5 The PROVIDER undertakes to report to the FIA any issues with the PRODUCT, the CAR MANUFACTURER concerned and the results of any associated investigations.

2. PRODUCTION DATES AND DELIVERY OF THE PRODUCT

- 2.1 The PROVIDER shall comply with the project timeline as detailed in the TECHNICAL SPECIFICATIONS.
- 2.2 The PROVIDER shall deliver to each CAR MANUFACTURER all necessary technical support, personnel and equipment to assist with usage of the PRODUCT before and during the first deliveries of the PRODUCT to the CAR MANUFACTURERS (see TECHNICAL SPECIFICATIONS).

3. TECHNICAL CONDITIONS

- 3.1 The PROVIDER shall ensure that the PRODUCT to be supplied is at all times in conformity with the TECHNICAL SPECIFICATIONS, the SPORTING REGULATIONS and the TECHNICAL REGULATIONS.

4. PROJECT SUPERVISION

- 4.1 The PROVIDER shall make such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.
- 4.2 The PROVIDER shall bear all reasonable costs of development of the PRODUCT incurred by the FIA ENGINEER and his support staff.

5. PRICING OF THE PRODUCT

- 5.1 The price of the PRODUCT as well as all the parts and services included in the perimeter of this CONTRACT (in euros) supplied pursuant to the CONTRACT shall be as detailed on the PRICING FORM (APPENDIX I), which amount shall be inclusive of all taxes and charges and which amount shall not be increased for any reason, except in accordance with SPECIAL CONDITION 5.3.

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

5.3 The price stated in SPECIAL CONDITION 5.1 may be adjusted for the 2024 and 2025 seasons of the CHAMPIONSHIP in accordance with the indexation formula provided in Appendix II.

6. MANUFACTURING CONDITIONS OF THE PRODUCT

6.1 Before starting the manufacturing of the PRODUCT to be supplied pursuant to the CONTRACT, the PROVIDER shall provide to the FIA a detailed technical study for the approval of the FIA ENGINEER. In the event that an amendment is made to the TECHNICAL SPECIFICATIONS or the TECHNICAL REGULATIONS 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.

6.2 The PROVIDER shall make (at its own cost) such modifications to the PRODUCT to be supplied pursuant to the CONTRACT as the FIA ENGINEER may require.

6.3 The PROVIDER shall not make any change to the PRODUCT during the CONTRACT without the express prior written agreement from the FIA.

6.4 Technical checks may take place to verify whether the PRODUCT used during OFFICIAL TESTING and COMPETITION is in conformity with the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS. The PROVIDER undertakes to provide the necessary equipment and carry out the technical analysis under the authority of the FIA ENGINEER.

7. INTELLECTUAL PROPERTY

7.1 The FIA remains at all times the owner of the intellectual property rights related to the TECHNICAL SPECIFICATIONS.

7.2 The PROVIDER remains at all times the owner of the intellectual property rights related to the PRODUCT. The PROVIDER hereby grants to the FIA, and undertakes to grant to the CAR MANUFACTURERS, a non-exclusive, transferable, assignable, sub-licensable, fully paid-up, perpetual, worldlicense license to use the intellectual property rights related to the PRODUCT for any purposes linked to the use of the PRODUCT (and any hardware directly connected to the PRODUCT) within the frame of the COMPETITIONS.

7.3 The PROVIDER warrants that the PRODUCT does 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.

7.4 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.

8. COMMERCIAL RIGHTS

[Content of the clause depending on the proposal made by the PROVIDER in its bid and on the selection decision].

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 2023, 2024 and 2025 seasons of the of the FIA Electric GT Championship (it is specified that the final title of the Championship will be agreed between the FIA and the appointed Promoter of the Championship).
- 1.3 **CAR MANUFACTURER(S)** means the car suppliers registered by the FIA to supply the homologated cars in the CHAMPIONSHIP.
- 1.4 **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.
- 1.5 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.6 **COMPETITION(S)** means any race forming part of the CHAMPIONSHIP. A COMPETITION is deemed to commence at the scheduled time for scrutineering and administrative checks and includes all practice, qualifying and the race itself and ends at the expiry of the deadline for the lodging of a protest.
- 1.7 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.8 **FIA ENGINEER** means the technician appointed by the FIA:
 - (a) to carry out all technical checks and controls;
 - (b) to grant any necessary approval in relation to the development and production of the PRODUCT.
- 1.9 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.10 **GOVERNING RULES** means:
 - (a) the FIA International Sporting Code and the Appendices thereto;
 - (b) the FIA General Prescriptions applicable to all FIA Championships, Challenges, Trophies and Cups;
 - (c) the SPORTING REGULATIONS applicable to the CHAMPIONSHIP;
 - (d) the TECHNICAL REGULATIONS applicable to the CHAMPIONSHIP;
 - (e) the Code of Ethics of the FIA;
 - (f) the FIA Standards of Conduct for Suppliers (APPENDIX IV);

- (g) the Judicial and Disciplinary Rules of the FIA;
- (h) any other regulations applicable to the CHAMPIONSHIP.
- 1.11 **PRICING FORM** means the pricing form provided in APPENDIX I, stating the prices at which the PRODUCT and all the parts and services included within the perimeter of this Contract will be supplied.
- 1.12 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all CAR MANUFACTURERS with respect to:
- anything which may affect the performance of the PRODUCT;
 - the terms on which the PRODUCT is supplied;
 - the support, access and information in relation to the PRODUCT; and
 - any other matter which affects or may have an effect, however minor, on sporting performance.
- 1.13 **PRODUCT** means the automotive battery cells as such term is described in the SPORTING REGULATIONS, the TECHNICAL REGULATIONS, the TECHNICAL SPECIFICATIONS and any other regulations applicable to the CHAMPIONSHIP.
- 1.14 **PROVIDER** means [•].
- 1.15 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.16 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIPS, as published and amended by the FIA from time to time. [Not yet available]
- 1.17 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a CAR MANUFACTURER pursuant to which the PROVIDER shall supply the PRODUCT to the CAR MANUFACTURER.
- 1.18 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP, as published and amended by the FIA from time to time. [Draft available]
- 1.19 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT as provided in APPENDIX III 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:

APPENDICES

I – PRICING FORM

II – INDEXATION FORMULA

III – TENDER SUMMARY AND TECHNICAL SPECIFICATIONS

IV – FIA STANDARDS OF CONDUCT FOR SUPPLIERS

V – QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE

VI – PROVIDER'S OFFER DATED [•]

APPENDIX I

PRICING FORM

| PRODUCT/SERVICE | PRICE IN EUROS WITHOUT VAT / EX- WORK | SERVICE PRICE IN EUROS WITHOUT VAT | SUPPLY LEAD TIME |
|------------------------|--|---|-------------------------|
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APPENDIX II

INDEXATION FORMULA

Concerning the 2024 and 2025 seasons the CHAMPIONSHIP, the prices charged to the CAR MANUFACTURERS shall be the amount that equals the amount shown for the 2023 season 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 indexation shall be in accordance with the variation between such base index and the index published in the October edition of “Main Economic Indicators” for the year to which the indexation applies and for the PROVIDER’s country.

APPENDIX III

TENDER SUMMARY AND TECHNICAL SPECIFICATIONS

1. TENDER SUMMARY

The FIA is launching an Invitation to Tender (ITT) to select an exclusive supplier of **automotive battery cells (motorsport application)**. The cell supplier will deliver cells to the Manufacturers that will use them to build a Battery Energy Storage system for the *FIA E GT Championship*.

The car will debut in the 2023 FIA E GT Championship and will be used for a three-season cycle.

The aim of this ITT is giving to the GT cars' Manufactures the cell technology with high energy density, life cycle definitions, power capability and durability.

Special consideration is given to the effective management of the cells, to ensure safe and reliable operation until the end of life. Reliability and safety should be carefully taken into consideration, and a detailed analysis should be carried out to quantify the risks of cells defects under the specified conditions of use.

Additionally, the E GT race format includes a provision for *fast charging* competition, for a period up to 5 minutes.

The capabilities of "fast" charging will be addressed within the framework of the race. On the other hand, the Promoter of the Championship will be responsible for the provision of the car charging system, including the energy supply, the distribution network and the charging equipment.

The battery cells must be provided to manufacturers with clear indications regarding the necessary expected cooling, provisions, provide a thermal model, and support manufacturers in defining battery specifications in terms of safety and reliability, giving details on the forecasted best practice of to allow for the most efficient usage of the cell, during operation.

The delivery of the product must be able to supply:

- Vehicles cells for 20 competition vehicles, in addition to any additional required by FIA for testing and development.
- Conditions of use and installation.
- Software specification and parameters in order to respect the safe cell operating points.
- Nominal usable energy: 83 kwh.
- Cells to comply with the below general specifications.

The cells proposed by the tenderer will have to comply with the FIA E GT Technical Regulations and the technical specifications included in this tender document. Some flexibility will be allowed in order to achieve the performance targets, at the discretion of the FIA Technical Department. However, any proposal that is in contradiction with any of the safety requirements will not be accepted. Please contact the FIA Technical Department for requesting a copy of all the relevant documents mentioned throughout this ITT at tenderingprocedure@fia.com.

2. GENERAL INFORMATION

The tenderer shall consult the FIA E GT championship 2023-2025 Technical and Homologation Regulations, the FIA E GT 2023-2025 Sporting Regulations in the FIA.

3. HOW TO FILE TECHNICAL DOCUMENTATION IN THE TENDER

Tenderers are expected to file the requested information throughout the document according to the following principles:

- "Compliance": Clearly Express the level of compliance of the tendered system towards each set of requirements.
- "Evidence": Provide evidence to justify the stated level of compliance.
- "Additional Notes": Include any additional valuable information that may help to support or clarify the tender.

The FIA will evaluate offers even if they do meet all requirements. Potential suppliers are encouraged to provide any additional information regarding the product, the associated production and development processes and the related services that may assist the FIA's evaluation of the tender.

4. TENDER PERIMETER

The following list describes all the parts/services included in the perimeter of design responsibility for this tender:

- Battery cells.
- Battery cell cooling specification and thermal model.
- Software specification and parameters for the Battery Management System.
- Supply management of the battery cell and spare parts. Support plan and valuable data delivery
- Cells safety requirement.
- Cell specification:
 - o Dimensions and shape
 - o Installation
 - o Connection
 - o All relevant information needed by car manufactures for the cell packaging phase.

5. CAR CONCEPT AND GENERAL CHARACTERISTICS

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|---------------------------------|--|------------|----------|-------|
| a. | concept | Electric GT two or four-wheel drive, with 2 or 4 e-powertrains. The front and rear e-powertrain operate as a motor-generator, thus transforming the electrical power in mechanical power and vice-versa. | | | |
| b. | Target weight | 1450 kg | | | |
| c. | Indicative weight balance front | From 40 to 50 % | | | |
| d. | Maximum car width | 2050 mm | | | |
| e. | Maximum car height: | 1250 mm | | | |

6. MAIN SYSTEM REQUIREMENTS AND CONDITIONS OF USE

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|--|----------------------|------------|----------|-------|
| a. | Maximum voltage (at any time): | 1000V | | | |
| b. | Battery life (it requires the initial battery usable energy w/out any power derating): | 1 season | | | |
| c. | Season mileage | 5000 - 7500 km | | | |
| d. | Nr of Charge/Discharge cycles: | 150 | | | |
| e. | Nr of Fast Charging cycles: | 50 | | | |
| f. | Ambient temperature: | 5°C to 38°C | | | |
| g. | Relative Humidity (%RH): | up to 98% | | | |
| h. | Ambient pressure | from 760mb to 1050mb | | | |

6.1. CHAMPIONSHIP AND TESTING INFORMATION

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|--|-------------------|------------|----------|-------|
| a. | Official & private test days per season: | Up to 12 days (*) | | | |
| b. | Competition per season: | Up to 8 | | | |

(*) Suggested

7. PERFORMANCE TARGETS

All performance targets outlined below describe the performance in quantitative terms through specific criteria. Those targets are to be achieved until the end of life of the battery system. At the same time, the reliability of all the cells battery and all the parts delivered as part of this tender shall be guaranteed for the specified time and conditions of use. In this regard, the system shall be to withstand high levels of vibrations and shocks, which are specific to the intended championship.

7.1. POWER SCENARIOS

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|---|---|------------|----------|-------|
| a. | Max. Power release Race (for the complete usable energy): | 425 kW | | | |
| b. | Max. Power Regen | 700 kW | | | |
| c. | Battery usable energy Not including any Regen or recharge | 83 kWh Nominal | | | |
| d. | Battery duty cycle | (*) Lap simulation Power profile for Boost and Regen computed @MGU | | | |
| e. | "Standard" Charging Power | Max 350 kW (**) | | | |
| f. | "Standard" Charging Time | 45 minutes | | | |
| g. | "Fast" Charging Power: | 700 kW | | | |
| h. | "Fast" Charging Time: | Up to 5 minutes | | | |

(*) see appendix III A

(**) Tenderer is required to indicate the most suitable charging power for a 45 minutes charge, considering the minimum stress on the cells.

7.2. TARGET WEIGHT AND VOLUME REQUIREMENTS

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|----------------------------|--|------------|----------|-------|
| | Concept | The packaging of the batteries to be left open to allow each manufacturer to determine their best location and fitment within their vehicle. | | | |
| a. | Target total cells weight: | ≤350 kg | | | |
| b. | Target total cells volume: | ~175 lt | | | |

NOTE: Cell dimension and size are important specifications in order to reduce the impact of the battery pack on existing frames. It is advisable not to exceed the height of the cell battery to allow for placement within the floor. A height of around 150 mm would be advisable. Cooling will also be important so it is another element to consider when defining the shape of the battery cell.

7.3. THERMAL REQUIREMENTS

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|---|---|------------|----------|-------|
| a. | Cells temperature management during charging: | The cells supplier shall work in conjunction with the car Manufactures for define the charging equipment and the cooling demands. The cells supplier must take in consideration that the battery system may be designed to be conditioned during each standard and fast charging sessions to avoid heat losses. | | | |
| b. | Cells temperature management during running: | The cells supplier shall work in conjunction with the car Manufactures to define the cooling requirements from the early stages of the project. They have to give all information to Manufactures so that the battery system may be designed to operate at its optimum temperature, to maximize the power extraction in running conditions. | | | |

The target being to achieve the performances in a safe way.

7.4. REFERENCE SEASON DUTY-CYCLE

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|-------------------|---|------------|----------|-------|
| a. | Race competitions | 8 competitions for years. Competition's format: Saturday - 2x45' free practice sessions - 1x50' qualifying format Q1/Q2/Q3 - 1x25' qualifying race Sunday - 1x45' Final Race: - ~27' race first stint - ~3' pit stop super-fast recharge * - ~15' race second stint | | | |
| b. | Test competitions | 12 official and private test days: - The format is described in art.7.4.3.1 of the this document | | | |

(*) Fast charging of about 60% (50 kWh) of the 83 kWh (100% SOC)

7.4.1. STANDARD CHARGING SESSIONS

The battery shall be capable of being charged from 0% SOC to 100% SOC using an off-board charger, at a power of maximum 350 kW. Charging sessions will be performed in-between sessions according to the time requirements specified in Art. 7.1 f. of this tender document.

7.4.2. FAST CHARGING SESSIONS

The battery shall be capable of being "fast" charged using an off-board charger at the power in Art. 7.1 of this tender document, as driven by the battery specifications. Fast charging sessions will be performed for a period up to 5 minutes and one time during the race, to increase the battery usable capacity by a certain amount [kWh] according to the Art. 7.1 h) of this tender document.

The cell manufacturer must provide necessary specifications for the cooling requirements of the cells during this competition and, together with the cars manufacturer and the fast charge structure suppliers, define if the vehicle cooling is sufficient or if an extra external cooling is required.

7.4.3. REFERENCE TIMETABLES

Typical timetables for official, private test days and race competitions are provided for reference in Art. 7.4.3.1 and Art. 7.4.3.2 of this tender document.

7.4.3.1 REFERENCE OFFICIAL & PRIVATE TEST DAY TIMETABLES

| | TIME OF DAY | | | COMPETITION TYPE | TYPE REFERENCE LAP(S) |
|----------------------------------|-------------|--------|----------|------------------|-----------------------|
| | Start | End | Length | | |
| | | 09:00 | 10:00 | 01:00:00 | TEST SESSION 1.1 |
| % Battery Usable Energy | 100 | ~0 | | | |
| Standard Charging (up to 350 kW) | | | 00:45:00 | | |
| | 11:00 | 12:00 | | TEST SESSION 1.2 | ~25 |
| Fast Charging* | ~11:40 | ~11:44 | 00:03:00 | FAST CHARGING | |
| % Battery Usable Energy | 100 | ~0 | | | |
| Standard Charging (up to 350 kW) | | | 00:45:00 | | |
| | 14:00 | 15:00 | | TEST SESSION 2.1 | ~16 |
| % Battery Usable Energy | 100 | ~0 | | | |
| Standard Charging (up to 350 kW) | | | 00:45:00 | | |
| | 16:00 | 17:00 | | TEST SESSION 2.2 | ~25 |
| Fast Charging* | ~16:40 | ~16:44 | 00:04:00 | FAST CHARGING | |
| % Battery Usable Energy | 100 | ~0 | | | |

NOTE: Timetable draft of a typical test day with simulation of all the procedures foreseen during a race weekend. The draft was made taking into account an competition on the Barcelona circuit (simulation data of the attached battery duty cycle) considering an average time of 1:45 as lap time.

7.4.3.2. REFERENCE RACE COMPETITION TIMETABLE

a) SATURDAY TIMETABLE

| | TIME OF DAY | | | COMPETITION TYPE | TYPE REFERENCE LAP(S) |
|----------------------------------|-------------|-------|----------|------------------|-----------------------|
| | Start | End | Length | | |
| | | 09:00 | 9:45 | 00:45:00 | FREE PRACTICE 1 |
| % Battery Usable Energy | 100 | ~0 | | | |
| Standard Charging (up to 350 kW) | | | 00:45:00 | | |
| | 11:00 | 12:00 | | FREE PRACTICE 2 | ~16 |
| % Battery Usable Energy | 100 | ~0 | | | |
| Standard Charging (up to 350 kW) | | | 00:45:00 | | |
| | 14:00 | 15:00 | | QUALIFY Q1/Q2/Q3 | ~10 |
| % Battery Usable Energy | 100 | ~0 | | | |
| Standard Charging (up to 350 kW) | | | 00:45:00 | | |
| | 16:00 | 16:25 | | QUALIFYING RACE | ~15 |
| % Battery Usable Energy | 100 | ~0 | | | |
| Fast Charging (*) | 16:45 | 17:00 | 00:03:00 | FAST CHARGING | |

(*) For safety reasons, a fast charge practice should be introduced to verify that all on-board, equipment and systems are functioning correctly for race preparation.

b) SUNDAY TIMETABLE

| | TIME OF DAY | | | COMPETITION TYPE | TYPE REFERENCE LAP(S) |
|-------------------------|-------------|--------|----------|---------------------|-----------------------|
| | Start | End | Length | | |
| | | 14:00 | 14:27 | 00:27:00 | FINAL RACE 1° STINT |
| % Battery Usable Energy | 100 | ~0 | | | |
| Fast Charging (*) | ~14:27 | ~11:30 | 00:03:00 | FAST CHARGING | |
| | ~14:30 | ~14:45 | 00:15:00 | FINAL RACE 2° STINT | ~9 |
| % Battery Usable Energy | ~60 | ~0 | | | |

(*) Fast charging of about 60% (50 kWh) of the 83 kWh (100% SOC)

7.5. VALIDATION TESTING

The tenderer is required to provide evidence of validation testing of the proposed cell battery system, according to the season duty cycle requirements outlined above. In particular, in order to define the overhead battery capacity required to achieve the performance targets, the tenderer must provide at least the following:

- Calendar of the ageing
- Power cycling ageing: expressed as cell battery capacity reduction until the end of life.
- Battery round trip efficiency (Discharge / Charge Energy (Wh)) as function of State-of-Charge (SOC) at different discharge rates (1C, 5C, 10C) and charge rates (1C, 5C, 10C, 15C), temperatures and State-of-Health (SOH).
- Equivalent DC resistance as function of State-of-Charge (SOC) at different discharge rates (1C, 5C, 10C) and charge rates (1C, 5C, 10C, 15C), temperatures and State-of-Health (SOH).
- Standards used to test and validate the cells

7.5.1. END-OF-LINE TESTING

The cells’ supplier must guarantee, as part of this tender, that the cells shall be built in such way to allow them to have matched capacities. In order to minimize the mismatch, the cells within the batteries shall be selected from one production batch and/or have close to identical capacities. The tenderer shall provide evidence of range of dispersion of cells capacity < 3% (in reference to the minimum specified cell capacity). Additionally, the tenderer shall provide full details about the end-of-line testing to which all production battery systems shall be subjected to prior to delivery, to demonstrate the quality and production control at module-level and/or battery-level.

8. SAFETY

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|---------|--|------------|----------|-------|
| a. | concept | The cells design shall prevent any hazards that can result in an unsafe failure mode. | | | |
| b. | | The cell manufacturer must give all the information so that the Cars manufactures can design the battery pack guaranteeing the safety conditions required by FIA E GT regulation and in according to art.253 Appendix J FIA. | | | |
| c. | | The cell manufacturer must provide the chemistry specification and any relevant information to the car manufacturer to define the more suitable fire extinguisher product. | | | |

9. SOFTWARE SPECIFICATION AND PARAMETER FOR BATTERY MANAGEMENT SYSTEM

In order to guaranty fairness across all competitors, the tenderer shall provide all the manufactures with the software logic specifications and the calibration parameters to be implemented in the BMS to operate and control the cells in their safe operating points.

10. TRANSPORTATION REQUIREMENTS

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|-------------------|---|------------|----------|-------|
| a. | concept | The cell supplier must give and guarantee all the information necessary to the battery pack manufacturer to obtain the necessary authorizations to transport the battery pack safely. | | | |
| b. | UN Certification: | To allow battery pack manufacturers to be UN 38.3 certification all the necessary information must be given to Manufacturers by 30 December 2021 as per this document in Article 16.i). | | | |

11. SUPPLY OF THE PRODUCT AND THE SPARE PARTS

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|--------------------|--|------------|----------|-------|
| a. | Concept | The tenderer is to provide the cells and the associated spare cells according to the numbers defined in Art. 11.1 of this tender document. | | | |
| b. | Cells distribution | The cells manufacturer must ensure a random distribution of the cells produced. | | | |

11.1. PRODUCT SUPPLY FOR TEST AND SEASONS 2023,2024 AND 2025

| | YEAR | TEST | RACE CAR | COMPLIANCE | EVIDENCE | NOTES |
|----|--|--|-------------------------------|------------|----------|-------|
| a. | 2021/ Only for test bench application | Sufficient number of cells for characterization and development tests / per manufacturer | | | | |
| b. | 2022/bench test and battery pack prototype | Minimum 4 set battery pack (*) / per manufacturer | | | | |
| c. | 2023/ bench test, track test & race | 5 set battery pack/ per manufacturer | Up to 20 cars more spare part | | | |
| d. | 2024/ bench test track test & race | 5 set battery pack/ per manufacturer | Up to 20 cars more spare part | | | |
| e. | 2025/ bench test track test & race | 5 set battery pack/ per manufacturer | Up to 20 cars More spare part | | | |

(*) The tenderer must declare the maximum production capacity in the year.

12. DATA RELATED TO THE PRODUCT

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|---|---|------------|----------|-------|
| a. | Key data sharing among all the selected tenderer and the FIA: | The tenderer undertakes to work closely with the car Manufactures (or battery pack manufactures) as well as the charging system and infrastructure providers, under supervision of the FIA, to provide the necessary support (including but not limited to sharing key information as detailed in Art. 12 b), c), d), from the early stages of the project following the final. | | | |
| b. | Technical specifications related to the cell: | The following documentation shall be delivered by July 2021 to car manufacturers (subject to manufacturer registration), including: <ul style="list-style-type: none"> - CAD model (for mechanical and electrical interface). - Electrical characteristics. - Cooling requirements - Software specifications and parameter for BMS - Safety guidelines - Transportation, storage and packaging guidelines. The FIA reserves the right to request any additional documentation deemed necessary. | | | |
| c. | Online portal for data sharing: | The tenderer shall put in place a common online portal, in order to easily share information linked to the product throughout the season. | | | |

13. ADDITIONAL INFORMATION TO BE INCLUDED TO THE TENDER

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|----------------------|---|------------|----------|-------|
| a. | General | <ul style="list-style-type: none"> - Company presentation (including but not limited to technical expertise, organization ability, resources, etc.). - Information related to any subcontractors (including but not limited to company information, technical expertise, contacts, etc.). - Evidence of industry expertise in managing contracts of similar size and nature within the motorsport / automotive industries. | | | |
| b. | Project description: | <ul style="list-style-type: none"> - Technical product review (including cooling system, mechanical (structural), electrical, safety specifications, etc.). - Global performance targets and technical solutions (incl. weight, volume, power, etc.). - Description of the validation program, equipment, resources and associated timeline. | | | |

| | | | | | |
|----|---|---|--|--|--|
| c. | Manufacturing capability / Supply chain management: | <ul style="list-style-type: none"> - Definition of the supply chain (including detailed information on third-party suppliers and/or partners). - Manufacturing capabilities, quality standards, management systems and certifications. - Evidence of manufacturing capabilities and procedures through on-site visit by the FIA. | | | |
| d. | Testing facilities: | <ul style="list-style-type: none"> - Evidence of testing capabilities, and procedures to perform tests / quality checks / inspections at component, subassembly and full-scale level. | | | |
| e. | Financial stability: | <ul style="list-style-type: none"> - Evidence of financial stability and ability of the tenderer to raise and maintain funding to supply the product, the spare parts and the associated services for the entire duration of the contract. | | | |
| f. | Human Resources allocation: | <ul style="list-style-type: none"> - Overview of the tenderer's staff allocated to the project during the tendering phases. | | | |

14. 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. | | | |
| e. | 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 analyzed various 2nd life possibilities and can demonstrate through research documents that the selected option is the most sustainable. (if applicable) | | | |

| | | | | | |
|----|--|---|--|--|--|
| f. | 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, etc.). | | | |
|----|--|---|--|--|--|

15. TECHNOLOGY READINESS LEVEL (TRL) MATRIX

The tenderer should fill in relevant information on the TRL matrix in order to assess the maturity level of the battery cell technology proposed throughout the various stages of the tendering process. The TRL Matrix is included in the Appendix III B of this tender document.

16. PROJECT TIMELINE (*DATE TBC BY THE TENDERER)

| | | | COMPLIANCE | EVIDENCE | NOTES |
|----|--|----------------|------------|----------|-------|
| a. | Definition of chemist of cells | July 2021 | | | |
| b. | Valuable Data delivery to car manufacturers according art. 13 b, c and d | July 2021 | | | |
| c. | Delivery prototype cells for bench test | September 2021 | | | |
| d. | Purchase order * (for test car) TBC by the tenderer | December 2021 | | | |
| e. | Manufacturer cars delivery | January 2022 | | | |
| f. | Race cars delivery | September 2022 | | | |
| g. | Manufacturer registration opening (valid for season 2023-2024-2025) | December 2022 | | | |

APPENDIX III A
Battery Duty Cycle



2020-09-08 e-GT
Battery Duty Cycle.xlsx

APPENDIX III B
Technology Readiness Level (TRL) Matrix

| Technology Readiness | Level Description (ISO 16290) | Battery R&D state |
|----------------------|--|---|
| TRL 1 | Basic principles observed and reported | <ul style="list-style-type: none"> - Study of technology requirements - Comparison of key metrics |
| TRL 2 | Technology concept and/or application formulated | <ul style="list-style-type: none"> - Initial concept design - Half-coin cell - Evaluation of basic materials e.g. cathode/anode powder |
| TRL 3 | Analytical and experimental critical function and/or characteristic proof-of-concept | <ul style="list-style-type: none"> - Initial key metrics tested - Full coin cell or single layer pouch cell - Verification of initial assumptions |
| TRL 4 | Component and/or breadboard functional verification in laboratory environment | <ul style="list-style-type: none"> - Component level validation of materials e.g. capacity, rate capability - Small pouch cell - Full scale cell characteristics forecasted - Initial manufacturing assessment - First order cost analysis of cell |
| TRL 5 | Component and/or breadboard critical function verification in relevant environment | <ul style="list-style-type: none"> - Key verification testing conducted e.g. cycle life, abuse tolerance - Full scale prototype cell - Supply chain analysis of materials and components |
| TRL 6 | Model demonstrating the critical functions of the element in a relevant environment | <ul style="list-style-type: none"> - Subsystem key functions verified - Battery module or small-scale battery - Manufacturing volume production feasibility study and risk analysis - Identify tolerance sensitivity - Breakdown of actual production cost of cell |
| TRL 7 | Model demonstrating the element performance for the operational environment | <ul style="list-style-type: none"> - Critical functions of system verified, mechanical robustness - Prototype module or small battery pack - Bench or 'flight' testing of key performance e.g. power cycle - Manufacturing process control defined |
| TRL 8 | Actual system completed and accepted for flight ('flight qualified') | <ul style="list-style-type: none"> - 'Fleet testing' completed - (Pre-)Production cells - Manufacturing process control verified - UN DOT qualification |

APPENDIX IV

FIA STANDARDS OF CONDUCT FOR SUPPLIERS

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 Officer¹.

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.

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.

¹ ethics-committee@fia.com

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.

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. 1822 on the worst forms of child labour and the 1973 ILO Convention No. 1383 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.

2 Available at: http://ilo.org/dyn/normlex/en/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182
3 Available at: https://www.ilo.org/dyn/normlex/en/?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

APPENDIX V

QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE



QUESTIONNAIRE

| Questions | Answers |
|---|---------|
| 1. GENERAL INFORMATION | |
| 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 | |
| 2. INTERNATIONAL RELATIONSHIPS | |
| 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 | |
| 3. PUBLIC AUTHORITIES | |
| 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 | |
| 4. PAYMENTS | |
| 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

| 5. CONNECTIONS | |
|--|--------|
| 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