



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA's objective is to select an exclusive supplier of **tyres** in the 2026-2027, 2027-2028, 2028-2029 and 2029-2030 seasons of the ABB FIA Formula E World Championship (“the Championship”).

For reasons related to the stability of the Championship, the FIA may decide, by the end of the tendering procedure, that the term of the exclusive supply contract shall apply (a) to each season of the Championship from 2026-2027 to 2031-2032 (inclusive) or (b) to each season of the Championship from 2026-2027 to 2029-2030 (inclusive), with an option for the FIA to extend the exclusive supply contract by one season to the 2030-2031 season of the Championship, or by two seasons to the 2030-2031 and 2031-2032 seasons of the Championship (such extension to be notified to the selected provider at the latest by 31 December 2029). All tenderers are invited to confirm that they would be prepared to accept such term/extension if required by the FIA, and to specify their proposed pricing in both scenarios.

Interested parties are hereby invited to tender to become the exclusive supplier of tyres 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 and the Competitors (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”.

Due to the scope and implications of this supply on the running of the Championship, the FIA intends to share the bids with the Car Manufacturers and the Competitors for their comments to the FIA. The FIA may also organise meetings where tenderers will be invited to present their offers and answer questions from the FIA, the Car Manufacturers and the Competitors. 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 (in particular if the tenderer is also a Car Manufacturer or a Competitor 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:

31 August 2023

Tender submission date:

31 October 2023

FIA final selection:

6 December 2023

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, reliability of the product, 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:

- Steps taken and efforts made to promote the technology transfer between competition vehicles and ordinary vehicles;
- Proposal relating to innovative design considering the specificities of the Championship compared to other existing championships.

2. TECHNICAL INFORMATION

Tenderers are invited to fill in the technical information as per article 3 of Appendix III.

3. SUSTAINABILITY

Tenderers are invited to:

- Fill in their commitments to sustainability as per Appendix V; and
- Take note of Special Condition 8 (Sustainability) of the draft Contract below regarding their sustainability obligations.

4. MARKETING

a) COMMERCIAL RIGHTS IN CONNECTION WITH THE CHAMPIONSHIP

Tenderers are invited to contact the Promoter of the Championship, with regard to the acquisition of commercial rights in connection with the Championship. To that end, a presentation is available from the Promoter on request.

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 Promoter’s contact details are:

Alberto Longo
al@fiaformulae.com

Enrique Buenaventura
eba@fiaformulae.com

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

Email: jhough@fia.com

Phone number: +41 78 698 76 89

5. SUPPLY AGREEMENTS

The exclusive supplier will supply the product directly to the Car Manufacturers and the Competitors.

As part of their tender proposal, tenderers shall submit a draft of the supply agreements they intend to conclude in case they are selected.

6. 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 VII.

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

7. ADMINISTRATIVE FEE

To participate in this tender, each tenderer will be required to pay to the FIA a non-refundable fee of EUR 1,500 (one thousand five hundred Euros) towards administrative costs incurred by the FIA in relation to this tender, including preparation of the tender documentation, reviewing the responses to the tender and selecting the chosen tenderer in accordance with the criteria set out in this tender. Each tenderer shall pay this administrative fee to the FIA within 5 working days of the submission of its bids to the FIA (payment details provided upon request).

DRAFT CONTRACT FOR THE SUPPLY OF TYRES
IN THE 2026-2027, 2027-2028, 2028-2029 AND 2029-2030 SEASONS
OF THE ABB FIA FORMULA E WORLD CHAMPIONSHIP

BETWEEN

FEDERATION INTERNATIONALE DE L'AUTOMOBILE

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 and the COMPETITORS for the CHAMPIONSHIP and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the CAR MANUFACTURERS and 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 the CAR MANUFACTURERS and the COMPETITORS 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 and the COMPETITORS shall be fit for purpose and compliant with APPLICABLE LAWS, the TECHNICAL REGULATIONS, the SPORTING REGULATIONS and the TECHNICAL SPECIFICATIONS.

2. RELATIONS BETWEEN THE PROVIDER AND THE CAR MANUFACTURERS AND THE COMPETITORS

- 2.1 The PROVIDER shall treat all CAR MANUFACTURERS and COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all CAR MANUFACTURERS and COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with the CAR MANUFACTURERS and the COMPETITORS.

- 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 and/or COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the CAR MANUFACTURER and/or 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.
- 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 and the 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) the maximum cap referred to in SPECIAL CONDITION 2.5(b) is reached;
 - (c) 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
 - (d) 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 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, the PROVIDER acknowledges and agrees that it shall not be required to (and shall not) supply any PRODUCT in respect of such cancelled or postponed CHAMPIONSHIP or COMPETITION(s), save that, if any COMPETITION(s) is rescheduled for a different date, the PROVIDER shall, unless otherwise stipulated by the FIA, supply the PRODUCT, in accordance with the CONTRACT, in connection with any such rescheduled COMPETITION(s) on the new date(s) at no additional cost to the FIA or the COMPETITORS.
- 7.3 The PROVIDER shall have no right to (and shall not purport to) terminate the CONTRACT or the SUPPLY AGREEMENTS as a result of the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season, or to claim or receive any payment from the FIA or the COMPETITORS of any fees, costs or expenses in respect of PRODUCT which is not supplied as a result of, or compensation from the FIA for any damages, costs, loss or other consequences arising in connection with the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season.
- 7.4 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, subcontractors 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 unauthorized 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, subcontractors 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, subcontractors 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, or
 - (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 de Commerce 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 CAR MANUFACTURER or COMPETITOR. The FIA is not responsible for ensuring that the CAR MANUFACTURERS and the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any CAR MANUFACTURER or 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 provide to the CAR MANUFACTURERS and COMPETITORS the PRODUCT and associated services and spares 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, at each:
- (a) COMPETITION;
 - (b) OFFICIAL TESTING;
 - (c) private testing.
- 1.2 The PROVIDER shall also supply such quantity of the PRODUCT as is required for demonstrations, motor shows and for the transport of the cars.
- 1.3 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and shall be produced as a single unit of production. For the avoidance of doubt, only PRODUCT from such single unit of production shall be distributed to the CAR MANUFACTURERS and COMPETITORS except that, in the event that a change to the PRODUCT supplied pursuant to the CONTRACT is required as a result of an amendment to the TECHNICAL SPECIFICATIONS or the TECHNICAL REGULATIONS, only PRODUCT from a single unit of production of the PRODUCT as modified to comply with such amendment shall be distributed to the CAR MANUFACTURER and COMPETITORS.
- 1.4 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.5 The PROVIDER undertakes to supply for the entire CHAMPIONSHIP a single model of all-weather PRODUCT which shall be used at each COMPETITION at all times.
- 1.6 The PROVIDER shall draw up and make available to the FIA a record of the PRODUCT supplied which may be consulted at any time by the FIA. In addition, the PROVIDER undertakes to comply with the requirements established by the FIA concerning the operation of the allocation and control procedures of the PRODUCT at each COMPETITION.
- 1.7 The PROVIDER shall deliver on track support to any OFFICIAL TESTING and COMPETITION, and on specific demand by the FIA for other events.
- 1.8 The PROVIDER undertakes to report to the FIA any issues with the PRODUCT, the CAR MANUFACTURER or COMPETITOR concerned, and the results of any associated investigations.
- 1.9 The PROVIDER is responsible for reclaiming used PRODUCTS.
- 1.10 If requested by the FIA, the PROVIDER shall work in close collaboration with the FIA and/or any designated third-party supplier to enable the proper performance of this CONTRACT.
- 1.11 In the event that the PROVIDER does not comply with the PRINCIPLES OF SPORTING

EQUALITY or the PRODUCT and/or associated services and spare parts 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. PRODUCTION DATES AND DELIVERY OF THE PRODUCT

- 2.1 The PROVIDER shall ensure the transportation (and all administrative tasks associated) and delivery of the PRODUCT to the site of each COMPETITION and, when required, OFFICIAL TESTING at its own expense and shall provide all necessary personnel and equipment at each COMPETITION and, when required, OFFICIAL TESTING to distribute such PRODUCT to the CAR MANUFACTURER and the COMPETITORS.
- 2.2 Notwithstanding the generality of SPECIAL CONDITION 2.1, the PROVIDER shall install one PRODUCT distribution centre within the precincts of the circuit at each COMPETITION and, when required, OFFICIAL TESTING. The PROVIDER shall ensure that each CAR MANUFACTURE and COMPETITOR shall have access to such distribution centre in accordance with the SPORTING REGULATIONS and TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.
- 2.3 The PROVIDER shall be present and ready to distribute the PRODUCT the day before scrutineering.
- 2.4 The PROVIDER undertakes to provide the FIA ENGINEER with one set (two rear and two front tyres) of the PRODUCT in accordance with the TECHNICAL SPECIFICATIONS (APPENDIX III) as well as an official document containing the following:
- Type of compound;
 - Tread pattern (designation and diagram);
 - Tyre sizes.
- 2.5 The PROVIDER shall ensure that representatives of the PROVIDER are present on-site throughout the duration of each COMPETITION and, in addition, shall ensure that there shall be at least one appropriately qualified and senior representative of the PROVIDER available on-site throughout the duration of each COMPETITION.
- 2.6 The PRODUCT must be available for the CAR MANUFACTURERS and the COMPETITORS for private testing on a date which will be communicated later by the FIA. The PRODUCT must not be supplied to anyone other than the FIA before that date.
- 2.7 Time being of the essence, the PROVIDER shall pay, on demand, the following penalty to the FIA in case of late production or delivery of the PRODUCT (in the agreed and expected quality) compared to the project timeline proposed by the PROVIDER):
- (a) 2.5% of the total fees (see SPECIAL CONDITION 5.1) per week or part week of delay; *[to be refined based on the pricing]*

- (b) Subject to a maximum cap of 10% of the total fees (see SPECIAL CONDITION 5.1). *[to be refined based on pricing]*

The FIA's right to payment of a penalty is without prejudice to the PROVIDER's obligations under this CONTRACT and to any other legal or contractual rights the FIA may have in such circumstances (including, without limitation, the FIA's right to claim damages in excess of such maximum cap and its right to terminate the CONTRACT in accordance with its terms).

- 2.8 The PROVIDER shall make available to each CAR MANUFACTURER and COMPETITOR all VALUABLE TECHNICAL DATA according to the schedule proposed in the TECHNICAL SPECIFICATIONS and as specified in the SUPPLY AGREEMENTS.
- 2.9 The PROVIDER shall deliver to each CAR MANUFACTURER and COMPETITOR all necessary technical support, personnel and equipment to assist with usage of the PRODUCT during the first deliveries of the PRODUCT to the CAR MANUFACTURERS and COMPETITORS, and during any OFFICIAL TESTING and COMPETITION (see TECHNICAL SPECIFICATIONS).
- 2.10 To facilitate OFFICIAL TESTING by CAR MANUFACTURERS and COMPETITORS, if requested by the FIA, the PROVIDER will be present at its own expense at OFFICIAL TESTING with all necessary spares, personnel and equipment to fit and service the PRODUCT.

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 at the site of each COMPETITION and, when required, at the site of each OFFICIAL TESTING shall be as detailed on the PRICING FORM (APPENDIX I), 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 5.3.
- 5.2 The price of the PRODUCT supplied pursuant to the CONTRACT for private testing shall be an amount equal to the price of the PRODUCT supplied pursuant to the CONTRACT at the site of each COMPETITION: (i) less an amount equal to the cost of delivery of the PRODUCT supplied pursuant to the CONTRACT to the COMPETITIONS; and (ii) plus an amount equal to the cost of delivery of the PRODUCT supplied pursuant to the

CONTRACT with the CAR MANUFACTURER and/or COMPETITOR at the location agreed by the PROVIDER and the CAR MANUFACTURER and/or the COMPETITOR.

- 5.3 VAT (value added tax) shall not be charged to those CAR MANUFACTURERS and 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 season 2027-2028 of the CHAMPIONSHIP and onwards, 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 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 will 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 on site under the authority of the FIA ENGINEER.
- 6.5 The PROVIDER shall supply the conformity reports to the FIA within the deadline set by the FIA.

7. INTELLECTUAL PROPERTY

BACKGROUND IP AND DEVELOPMENTS

- 7.1 Any and all Intellectual Property that is conceived, made, developed or reduced to practice by or on behalf of one party, separately and independently of the performance of this CONTRACT, shall belong exclusively to the respective party who has conceived, made, developed or reduced it to practice ("Background IP"; it is specified that the TECHNICAL SPECIFICATIONS are part of the FIA's Background IP). Each party hereby grants to the other party a non-exclusive, non assignable, non-transferrable, fully paid-up, worldwide license to use its Background IP during the term of this CONTRACT, but only to the extent such Background IP is necessary for the performance of this CONTRACT. The licence granted under this Special Condition 7.1 will automatically expire upon termination, or expiry of the term, of this CONTRACT. The licence granted under this Special Condition 7.1 is not sublicensable other than:

- (a) to a subcontractor of a party;

- (b) to the extent such Backgroup IP is necessary for the performance of that subcontract;
- (c) pursuant to the same terms of this SPECIAL CONDITION 7.1; and
- (d) subject to the additional conditions that the sublicense:
 - (i) will terminate on the earlier of:
 - (A) termination or the expiry of the term of this CONTRACT;
 - (B) termination or the expiry of the term of the subcontract; and
 - (ii) is not capable of any further sublicensing whatsoever.

7.2 Any and all Intellectual Property which the PROVIDER has conceived, made, developed or reduced to practice in connection with the performance of this CONTRACT, shall belong exclusively to the PROVIDER ("Developments"). The PROVIDER hereby grants to the FIA a non-exclusive, non assignable, non-transferrable, fully paid-up, worldwide license to use the Developments during the term of this CONTRACT, but only to the extent such Developments are necessary for the performance of this CONTRACT. The licence granted under this Special Condition 7.2 will automatically expire upon termination, or expiry of the term, of this CONTRACT. The licence granted under this Special Condition 7.2 is not sublicensable other than:

- (e) to a subcontractor of the FIA;
- (f) to the extent such Developments are necessary for the performance of that subcontract;
- (g) pursuant to the same terms of this SPECIAL CONDITION 7.2; and
- (h) subject to the additional conditions that the sublicense:
 - (i) will terminate on the earlier of:
 - (A) termination or the expiry of the term of this CONTRACT;
 - (B) termination or the expiry of the term of the subcontract; and
 - (ii) is not capable of any further sublicensing whatsoever.

DATA

7.3 The PROVIDER shall supply the FIA with all reasonably requested VALUABLE TECHNICAL DATA (in form of documentation models and specifications) that the FIA (acting reasonably) deems appropriate (including but not limited to data mentioned in the TECHNICAL SPECIFICATIONS). This includes the right for the FIA to access any logging data during bench, track testing and the COMPETITIONS. Nothing in this CONTRACT or otherwise shall grant the FIA or any CAR MANUFACTURER or COMPETITOR any right to access, develop, enhance, modify or reverse engineer source code or source code materials owned or controlled by the PROVIDER.

- 7.4 Save for the purposes of providing the PRODUCT under this CONTRACT and any other items supplied by the PROVIDER to the CAR MANUFACTURERS and COMPETITORS, the PROVIDER agrees and acknowledges that 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.

THIRD PARTY INTELLECTUAL PROPRETY

- 7.5 The PROVIDER warrants that to its knowledge 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.

8. SUSTAINABILITY

- 8.1 The PROVIDER shall adhere to the FIA Environmental Strategy as well as the sustainability strategy of the Promoter of the CHAMPIONSHIP, and obtain the ISO 14001 certification and FIA Environmental Accreditation at a 3-star level during the term of the CONTRACT (see <https://www.fia.com/environmental-accreditation-programme>).
- 8.2 The PROVIDER shall comply with its commitments to sustainability as set out in the APPENDICES.
- 8.3 The PROVIDER shall provide evidence that all materials (especially bio-based products) are produced and managed in a sustainable manner all along the value chain (e.g FSC/ISCC+ certification, GPSNR Policy Framework, etc.) prior to the commencement of supply under this CONTRACT.
- 8.4 The PROVIDER shall use at least 20% of recycled material in the tires notably recycled carbon black, metals and fabrics.
- 8.5 The PROVIDER shall provide an environmental & social due diligence report prior to the commencement of supply under this CONTRACT especially regarding the use of natural rubber and human rights associated to its obtention.
- 8.6 The PROVIDER agrees that shipment of raw materials and delivery of finished products between COMPETITIONS (subject to publication of the calendar(s) to ensure feasibility) under this CONTRACT will be by sea, road or rail only.
- 8.7 The PROVIDER shall provide evidence of Reusable Energy Certificates (RECs) for Scope 1 and 2 emissions at the manufacturing sites.
- 8.8 The PROVIDER shall provide a clear framework for second and end of life strategy (landfill will not be accepted) prior to the commencement of supply under this CONTRACT and is responsible for all costs associated to such framework meeting 100% recycling of tires after use and reuse.
- 8.9 The PROVIDER is responsible for the cost of carrying out a life cycle assessment (LCA), for tires supplied in the CHAMPIONSHIP. The supplier and method chosen shall comply with the models of previous generations and be approved in advance by the FIA and Formula E (only functional methodology will be accepted not financial one).
- 8.10 The PROVIDER is responsible for the cost of independent particulate emissions

monitoring, for tyres supplied in the CHAMPIONSHIP. The provider and method chosen shall be approved in advance by the FIA and the Promoter of the CHAMPIONSHIP.

- 8.11 The PROVIDER shall identify innovative projects for tires reuse in race destination linked to charity, universities, or youth projects.

9. **COMMERCIAL RIGHTS**

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

- 9.1 The PROVIDER shall have no rights to brand the PRODUCT (white label) without first entering into a separate written agreement with the Promoter of the CHAMPIONSHIP and/or CAR MANUFACTURERS and/or COMPETITORS for the grant of these rights. Any agreements reached with the Promoter of the CHAMPIONSHIP and/or CAR MANUFACTURERS and/or COMPETITORS must not restrict the Promoter of the CHAMPIONSHIP and/or CAR MANUFACTURERS and/or COMPETITORS from having the right to enter into further supplemental agreements with the PROVIDER (subject to the PROVIDER's final consent) in relation to the PRODUCT and/or any components of the PRODUCT. Any such agreements must not compromise the PRINCIPLES OF SPORTING EQUALITY, or be contrary to the SUPPLY AGREEMENTS entered into with all CAR MANUFACTURERS and COMPETITORS. In particular, the conclusion of any supplemental agreement must, under no circumstances, confer any sporting advantage upon one CAR MANUFACTURER or COMPETITOR over another.
- 9.2 All marketing and association rights possibly granted to the PROVIDER in connection with the CHAMPIONSHIP shall be dealt with in a separate agreement between the PROVIDER and the Promoter of the CHAMPIONSHIP. In particular, 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 without first entering into a separate written agreement with the Promoter of the CHAMPIONSHIP for the grant of these rights.
- 9.3 The PROVIDER hereby undertakes not to disclose, multiply, use, manufacture, bring on the market or sell, lease, license, deliver or otherwise trade or offer the PRODUCT outside the scope of this CONTRACT without the FIA's prior written consent. This undertaking shall remain in force throughout the term of this CONTRACT.

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 **APPLICABLE LAWS** means all laws, statutes, regulations, ordinances, orders, decrees, codes of practice, guidelines, directions, relevant industry, safety and ethical standards (including but not limited to health and safety, product design or construction/manufacturing) and any other applicable rules of the jurisdictions where the FIA and/or the PROVIDER and/or the COMPETITORS operate, and/or where the PRODUCT is supplied or used, regardless of the governing law of this CONTRACT.
- 1.3 **CAR MANUFACTURER(S)** means the car suppliers registered by the FIA to supply the homologated cars in the CHAMPIONSHIP.
- 1.4 **CHAMPIONSHIP** means *[depending on FIA's decision by the end of the tendering procedure]* the 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031 and 2031-2032 seasons of the ABB FIA Formula E World Championship; or the 2026-2027, 2027-2028, 2028-2029 and 2029-2030 seasons of the ABB FIA Formula E World Championship. The FIA may decide, at its absolute discretion and at the latest by 31 December 2029, that the CONTRACT shall be extended by one season to the 2030-2031 season of the Championship, or by two seasons to the 2030-2031 and 2031-2032 seasons of the Championship under the exact same conditions.
- 1.5 **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.
- 1.6 **COMPETITOR(S)** means the teams that have been accepted to take part in the CHAMPIONSHIP.
- 1.7 **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.
- 1.8 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.9 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.10 **FIA ENGINEER** shall mean 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.

- 1.11 **FINANCIAL REGULATIONS** means the Financial 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.
- 1.12 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.13 **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 FINANCIAL REGULATIONS applicable to the CHAMPIONSHIP;
 - (f) the Code of Ethics of the FIA;
 - (g) the FIA Standards of Conduct for Suppliers (APPENDIX VI);
 - (h) the Judicial and Disciplinary Rules of the FIA;
 - (i) any other regulations applicable to the CHAMPIONSHIP.
- 1.14 **INTELLECTUAL PROPERTY** means inventions, patents, plant variety rights, software, copyrights and related rights, drawings, designs, trademarks, domain names, semiconductor rights, know-how, research and development data, all other intellectual property, applications for any of the above, the right to apply for the registration of any of the above, priority rights, whether registered or unregistered worldwide.
- 1.15 **OFFICIAL TESTING** means tests as defined in and authorised in the SPORTING REGULATIONS.
- 1.16 **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.
- 1.17 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all CAR MANUFACTURERS and COMPETITORS 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.

- 1.18 **PRODUCT** means the tyres as such term is described in the SPORTING REGULATIONS, the TECHNICAL REGULATIONS, the TECHNICAL SPECIFICATIONS and any other regulations applicable to the CHAMPIONSHIP.
- 1.19 **PROVIDER** means [•].
- 1.20 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.21 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.22 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIPS, as published and amended by the FIA from time to time. The Sporting Regulations are available on the FIA website: www.fia.com.
- 1.23 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a CAR MANUFACTURER or COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the CAR MANUFACTURER or the COMPETITOR.
- 1.24 **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 on the FIA website: www.fia.com.
- 1.25 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT as provided in APPENDIX III and as subsequently amended by agreement between the parties.
- 1.26 **VALUABLE TECHNICAL DATA** means data associated with the characteristics and the performance of the PRODUCT.

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 REFERENCE TIMETABLES
- V COMMITMENT TO SUSTAINABILITY
- VI FIA STANDARDS OF CONDUCT FOR SUPPLIERS
- VII QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE
- VIII DRAFT SUPPLY AGREEMENTS (TO BE SUPPLIED BY THE PROVIDER)

APPENDIX I

PRICING FORM

PRODUCT/SERVICE	PRICE IN EUROS WITHOUT VAT / EX- WORK	SERVICE PRICE IN EUROS WITHOUT VAT	SUPPLY LEAD TIME
Ex. Tyre fitted on the rim on-site during OFFICIAL TESTING and COMPETITION			
Ex. Tyre fitted on the rim, as purchased directly by the CAR MANUFACTURER and/or COMPETITOR			
Ex. Additional services (list to be completed by the bidder)			

APPENDIX II

INDEXATION FORMULA

Concerning the season 2027-2028 of the CHAMPIONSHIP and onwards, the prices charged to the CAR MANUFACTURERS and the COMPETITORS shall be the amount shown in the PRICING FORM, adjusted annually in accordance with the annual inflation rate (percent change in the average Consumer Price Index) for the G7 countries published by the International Monetary Fund (IMF) in October of the preceding year.

For the avoidance of doubt:

- The prices charged for the season 2027-2028 shall be the amount shown in the PRICING FORM, adjusted in accordance with the annual inflation rate for the G7 countries published by the IMF in October 2026;
- The prices charged for the season 2028-2029 shall be the amount charged for the season 2027-2028, adjusted in accordance with the annual inflation rate for the G7 countries published by the IMF in October 2027;
- The same mechanism applies for the following seasons.

The annual inflation rate for the G7 countries is published on the IMF website at <https://www.imf.org/external/datamapper/PCPIPCH@WEO/MAE>. If such rate ceases to exist, the FIA will use an alternative rate which it deems to be reasonably comparable.

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 **tyres** for the FIA Formula E World Championship, whose task it will be to ensure the production and delivery of the tyres.

The FIA launched other ITTs in parallel, in particular an **Invitation to Tender (ITT)** to select an exclusive **chassis supplier**, an **Invitation to Tender** to select an exclusive **battery supplier** and an Invitation to Tender to select an exclusive **front powertrain kit supplier**.

On the other hand, the **Promoter of the Championship** will be responsible for the provision of the **car** standard **charging system**, including the **energy supply**, the **distribution network** and **the charging equipment**.

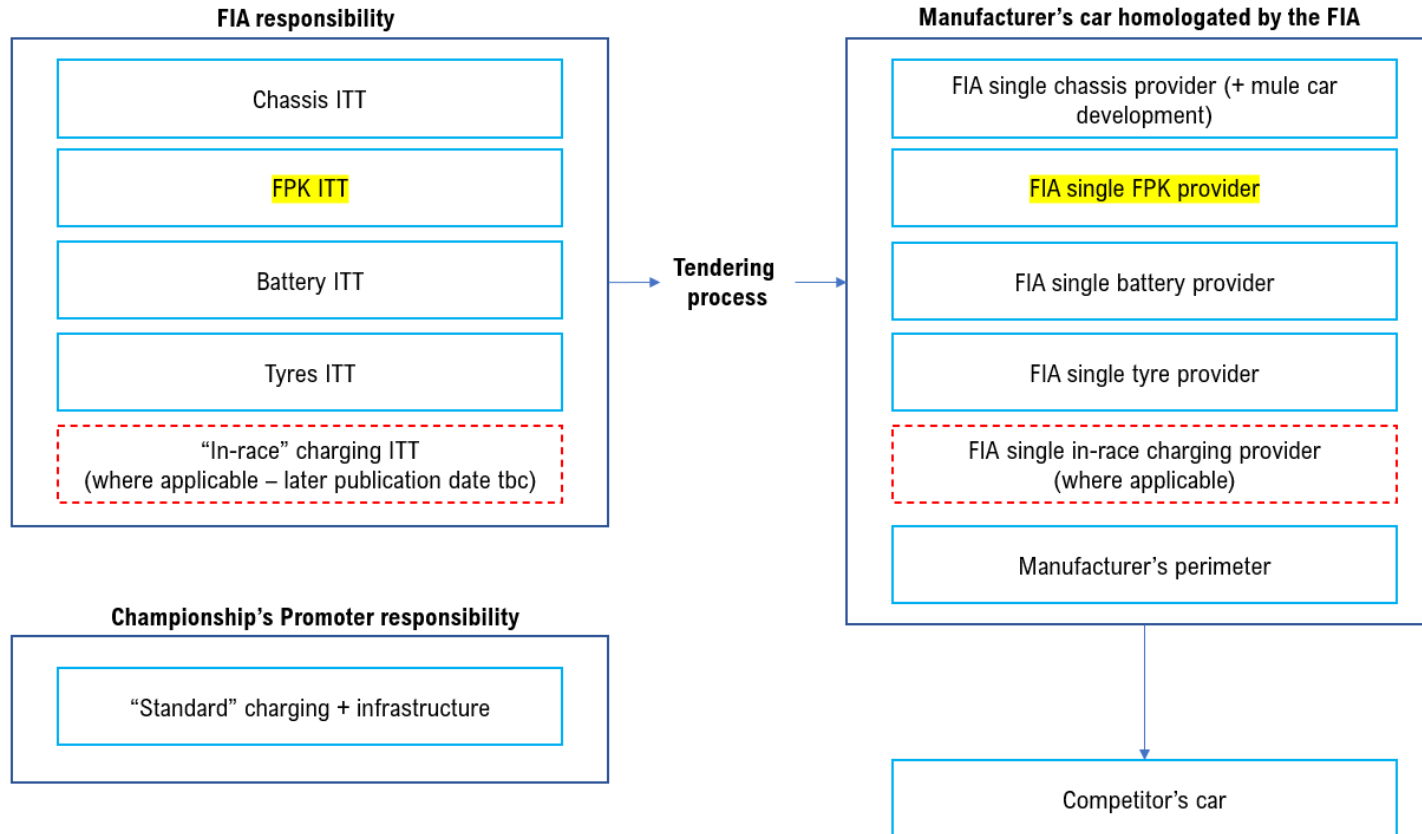
The tyres shall be specifically developed for motorsport use and allow for lowest rolling resistance, less tyre wear and optimum handling of the car in all weather conditions.

The tyres supplied by the tenderer will have to comply with the 2026/27 FIA FE Technical Regulations and the technical specifications included in this tender document.

Please contact the FIA Technical Department for requesting additional information or documentation related to this ITT at fe_fiatechnical@fia.com.

A document containing the answers to the requests for clarification submitted by tenderers is regularly updated and made available by the FIA upon request at fe_fiatechnical@fia.com.

1.1. TENDER STRUCTURE



2. CURRENT FE SEASON 9 (GEN3) CAR GENERAL INFORMATION

The tenderer shall consult the FIA FE 2023-24 Technical Regulations and the FIA FE 2023-24 Sporting Regulations in the FIA website (www.fia.com) for detailed information regarding the current car and applicable regulations. Additionally, the draft of the FIA FE 2026-27 Technical Regulations will be made available to the tenderer upon request to the FIA Technical Department.

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”: Express clearly 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 not meeting all requirements.

Potential suppliers are encouraged to provide any additional information regarding the product, the associated production and development processes that may assist the FIA’s evaluation of the tender.

4. TENDER PERIMETER

- Two different tyre specifications will have to be supplied within the perimeter of this tender document:
 - All-weather “Baseline” tyre (referred to as Spec B in this tender document).
 - “Typhoon” tyres (referred to as Spec T in this tender document) - mandatory in case of heavy rain.
- TPMS sensing units
- Supply, fitting services, support plan & valuable data delivery

5. CAR CONCEPT AND CONDITIONS OF USE

		Spec B & Spec T	COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The car will be a four-wheel drive electric car, with 2 e-powertrains. The rear e-powertrain is part of the car manufacturers' perimeter while the front powertrain will be supplied exclusively by an FIA selected supplier. Both are intended to operate as motor-generators.			
b.	CAD models	The tenderer shall supply relevant 3D CAD files and technical drawings to FIA as well as Manufacturers and Competitors from early stages of the development.			
c.	Aerodynamic configurations:	The tyre will have to be functional – able to reach and stay within its ideal operating window - for all required aerodynamic configurations (detailed under 7. CAR CHARACTERISTICS).			
d.	Ambient temperature:	5°C to 45°C			
e.	Relative Humidity (%RH):	up to 98%			
f.	Ambient pressure:	from 760mb to 1050mb			

5.1. FORMULA E CHAMPIONSHIP AND TESTING INFORMATION

			COMPLIANCE	EVIDENCE	NOTES
a.	Official test days per season:	6 official test days			

b.	Single race event per season:	Up to 22 single race events			
c.	Promotional events	6 promotional events			

5.2. PRIVATE AND PROMOTIONAL TEST DAYS (RELEVANT FOR MANUFACTURERS' DEVELOPMENT BATTERIES)

a.	Private test days	12 (+8) private testing days			
b.	Promotional events	6 promotional events			

5.3. CHAMPIONSHIP AND TESTING INFORMATION

		Spec B & Spec T	COMPLIANCE	EVIDENCE	NOTES
d.	Total Season mileage:	8.000 km			
e.	Indicative season time:	8 months (TBC by the FIA acc. project timeline)			

6. REFERENCE DUTY CYCLES

Reference duty cycles are to be used as guiding reference for the evaluation of the performance, in conjunction with reference timetables, as specified in Art. 6.1 of this tender document. However, the actual timetables may vary, hence it is the duty of the tenderer to confirm this information with the FIA in line with project timeline and milestones related with the 2026-2027 ABB FIA Formula E World Championship's sporting format's and calendar's definition.

			COMPLIANCE	EVIDENCE	NOTES
a.	300kW Race (low-drag config)	xls. file available by the FIA upon request.			
b.	600kW Race (low-drag config)	xls. file available by the FIA upon request.			
c.	600kW Qualy (low-drag config)	xls. file available by the FIA upon request.			

6.1. REFERENCE TIMETABLES

See Appendix IV of this tender document.

7. CAR CHARACTERISTICS

Both tyre specifications will have to satisfy the same maximum power output, perform satisfactorily for the specified period of time and the abovementioned conditions of use.

		Spec B & Spec T	COMPLIANCE	EVIDENCE	NOTES
a.	Max. Power release Race:	6 600kW, depending on duty cycle, as per Art. 6			
b.	Max. Power release Qualy:	6 600kW, depending on duty cycle, as per Art. 6			
c.	Max. Power Attack Mode:	6 600kW, depending on duty cycle, as per Art 6			
d.	Max. Power Regen (Rear):	700 kW			
e.	Max. Power Regen (Front / Rear)	350 kW			
g.	Max Power Discharge (Front/Rear)	350 kW			
f.	Target car weight (incl. driver):	930 kg			
g.	Indicative weight balance front (w/out driver):	47-49 %			
h.	Maximum car width:	1800 mm			

i.	Maximum car length:	5000 mm			
j.	Maximum car height:	1250 mm			
k.	Aero configurations:	Two (2) different aerodynamic specifications will have to be accommodated, via movable bodywork parts/elements or two separate bodywork kits. Target drag and downforce shall be as specified below. Given the exclusive supply of the chassis as a common part to all competitors, the 2026-27 FIA FE Draft Technical Regulations do not need to be accounted for in the bodywork design.			
l.	Target drag (SCx):	0.65 (average of ride height map) 0.75 (average of ride height map)			
m.	Target downforce (SCz):	2 (average of ride height map) 3 (average of ride height map)			

8. NUMBER OF WHEELS

		Spec B & T	COMPLIANCE	EVIDENCE	NOTES
a.	Number of wheels:	The number of wheels is fixed at four (4), in accordance with the 2026/27 FIA FE Technical Regulations.			

9. WHEELS AND RIMS

		Spec B & T	COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The rims will be provided as part of the chassis tender perimeter. The tenderer shall work in conjunction with the chassis provider for the tyre performance definition. Front and Rear tyres will be of identical dimensions. In addition, tyre pressure valves will be supplied as part of the rim by the tenderer.			
b.	Rim dimensions (TBC with the chassis provider):	Two options are proposed: — OPTION 1: 18 in. — OPTION 2: 20 in. Rims must be interchangeable.			
c.	Rim weight (TBC with the chassis provider):	Reference weight from GEN 2 car (S6): — Front weight: 6kg — Rear weight: 7kg Reference weight from GEN 3 car (S9): — Front weight: 6,7kg — Rear weight: 7,5kg			
d.	Rim width (TBC with the chassis provider):	Reference width from GEN 2 car (S6): — Front width 9" (9R18) — Rear width 11" (11R18) Reference width from GEN 3 car (S9): — Front width 10" (10R18) — Rear width 12.4" (12.4R18)			

10. TYRE MOUNTING AND INFLATING SYSTEM

		Spec B & T	COMPLIANCE	EVIDENCE	NOTES
a.	Tyre mounting:	The tenderer shall define the tyres mounting onto the rim and the inflating system.			

11. TYRE PERFORMANCE TARGETS

		Spec B	Spec T	COMPLIANCE	EVIDENCE	NOTES
a.	Tyre type:	All-weather tyres (grooved).	Heavy rain tyres.			
b.	Rolling resistance:	Tread design and material properties of the tread compound should be developed for low rolling resistance and effective braking for optimum regen under all weather conditions. The tyre dynamic behavior shall be adequate for motorsport used and allow for optimum handling of the car in all weather conditions.				
c.	Minimum performance reference:	Reference speed profiles and minimum grip (lateral & longitudinal) targets to be met in Qualifying conditions are provided in Articles 6 and 6.1 of this tender document. This is to give reference of minimum grip to be achieved for	Main performance target is to guarantee safe driving in heavy rain. The methodology and/or criterion for identifying (a) the thermomechanical behaviour and (b) the correlation with track's results shall be developed by the PROVIDER.			

		<p>Spec B. Must guarantee sufficient grip to ensure safe racing in light rain. The methodology and/or criterion for identifying (a) the thermomechanical behaviour and (b) the correlation with track's results shall be developed by the PROVIDER.</p>			
d.	Tyre drag:	<p>Optimum tyre drag should be achieved through optimized tyre geometry (contact patch and side walls).</p>			
e.	Thermal behaviour:	<p>The tyre must have the following characteristics:</p> <ul style="list-style-type: none"> – The tyre must be able to heat up and reach its operating window within the use conditions as outlined in Article 5 (no tyre blankets allowed). – Whenever in its operating window, the tyre should be able to deliver a series of consistent fast lap times - not an outstandingly fast lap time on a singular lap. This pattern must be repeatable. In other words, no “golden lap effect”. <p>The methodology and/or criterion for identifying (a) the thermomechanical behaviour and (b) the</p>			

		correlation with track's results shall be developed by the PROVIDER.						
e.	Degradation:	<p>The tyres must have the following characteristics:</p> <ul style="list-style-type: none"> – The tyre must have a very low sensitivity to thermal cycling (“zero degradation”) – The degradation profile must be linear. No sudden degradation cliff. <p>The methodology and/or criterion for identifying (a) the potential degradation and (b) the correlation with track's results shall be developed by the PROVIDER.</p>						
f.	Set allocation (TBC with project timeline by the FIA):	Single header	Double header	Single header	Double header			
		2 sets	3 sets	1 set	1 set			

12. TPMS

		Spec B & T	COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	<p>TPMS sensors shall be provided as part of the perimeter of this tender for measuring the tyre pressure and the temperature when the car is in motion. For real-time monitoring during official race, official test events and private testing the tenderer must use the common telemetry system as provided by the FIA datalogger supplier. Therefore, the tenderer undertakes to liaise with the FIA datalogger supplier</p>			

		for this service. The TPMS sensor must be homologated by the FIA.			
b.	Safety warnings:	There shall be at least one warning light to notify the driver of a possible tyre failure. The hardware light kit will be delivered by the chassis provider.			
c.	Data monitoring:	Measurements and diagnostics shall be collected on the four wheel sensing units and forwarded onboard via CAN to the FIA datalogger.			

13. TYRE IDENTIFICATION

		Spec B & T	COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	On the outer sidewall of each tyre, appropriate identification will be applied. Each tyre will be supplied with permanent RFID and barcode, according to the FIA Technical List TL54, which is available in the fia website. Both the RFID and the barcode identifications shall be integrated in the tyres during the manufacturing process, before molding and before vulcanization of the tyres.			

14. SUPPLY OF TYRES

		Spec B & T	COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The tenderer is to supply such quantity of tyres as is required in Article 5.1 and 5.2.while adhering to the FIA FE Sporting Regulations. The tenderer shall also			

		<p>supply such quantity of tyres as required for demonstrations, promotional events on track, motor shows and for the transport of the cars, within the conditions agreed with all car manufacturers and competitors.</p> <p>For a race event, all supplied tyres must be from the same production batch.</p>			
b.	Supply and condition of use:	All tyres must be used as supplied by the manufacturer. Any modification or treatment such as cutting, grooving, scrubbing in, the application of solvents or softeners, as well as the fitting of heat retaining devices or pre-heating is not allowed.			
c.	Logistics associated with the supplying of the product:	The tenderer shall liaise with the Promoter of the Championship to have on-site paddock space allocation (for setting up a “distribution centre”), pit equipment availability, accreditation and access to the Promoter’s freight services (where applicable) for the supplying of the product.			

15. SUPPORT PLAN

The tenderer is to provide a support plan according to the conditions set out between the tenderer and the car manufacturers and/or the competitors.

			COMPLIANCE	EVIDENCE	NOTES
a.	Introduction and validation of the product (including all the parts delivered as part of this tender):	The tenderer shall provide support for the introduction and validation of the product for the first track running of the product and during testing, working alongside the selected tenderers for the delivery of the battery			

		<p>system and the chassis, under the supervision of the FIA</p> <p>The tenderer shall provide trackside support and personnel, etc., to enable successful track running and validation of tyres with the mule car, from January 2025 onwards, in line with the project timeline as per Art. 19 of this tender document, and the minimum requirements set in Art.11 c) of this tender document.</p>			
b.	Mule car testing requirements:	<p>Required personnel would include as a minimum, but not limited to:</p> <ul style="list-style-type: none"> — 1 project leader — 1 principal trackside engineer — 1 trackside / data engineer — 1 TPMS engineer/technician <p>The tenderer agrees on the following:</p> <ul style="list-style-type: none"> — To provide a testing plan covering 6-12 months of development (mileage requirement in representative conditions of 4000km). — Select representative tracks (layout, kerbing, etc.) and validate final choices with the FIA and other bidders, to ensure relevancy with FE “typical” city tracks. — Validate the test driver(s) choice with the FIA (FE experience required to maximize outcome). 			

		<ul style="list-style-type: none"> — Generate technical reporting following each test session to be shared with the FIA. — Generate valuable technical data to be shared with the Manufacturers and the FIA. 			
c.	Trackside support during private testing by Manufacturers:	On-track and remote support shall be provided by the tenderer throughout the entire development phase to Manufacturers.			
d.	Trackside support during official test and race events:	On-track and remote support shall be provided by the tenderer throughout the entire season, and any time at the discretion of the FIA in order to manage issues concerning all the parts/services delivered as part of this tender.			
e.	Trackside distribution center:	A distribution center shall be installed at the precincts of each circuit, be easily accessible to all car manufacturers and competitors and to the FIA, to distribute and replace tyres to all car manufacturers and competitors.			
f.	Trackside personnel:	<p>The following personnel shall be made available for providing trackside support (i.e. to complete the control procedures as required by the FIA):</p> <ul style="list-style-type: none"> — 1 project leader — 1 principal trackside engineer — 1 trackside / data engineer — 1 TPMS engineer/technician — Sufficient number of technicians for fitting the tyres on-site, prior to delivery to all car manufacturers and competitors. 			

g.	Trackside event reporting:	The tenderer shall release technical reports to specify the working ranges of the tyres. Additionally, the tenderer shall release an event report after each official test and race events (when applicable).			
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16. VALUABLE DATA RELATED TO THE PRODUCT (DATE *TBC BY THE TENDERER)

			COMPLIANCE	EVIDENCE	NOTES
a.	Key data sharing among all the selected tenderers and the FIA:	The tenderer undertakes to work closely with the chassis provider to provide the necessary support (including but not limited to sharing key information as soon as they become available) from the early stages of the project following the final single suppliers' selection of the FIA.			
b.	Valuable technical data:	The tenderer shall provide the following data to car manufacturers by <u>April 2024</u> (subject to car manufacturers' registration): <ul style="list-style-type: none"> — 3D tyres geometry. — Tyre models (incl. full Pacejka model, thermo-mechanical model). — Key additional information in accordance with the Art. 18 c), d) and e) of this tender document (timeline for delivery to be confirmed with the FIA in line with project timeline). 			
c.	Tyre samples delivery to the FIA:	Tyre samples shall be delivered to the FIA for the purpose of testing and compliance checks to be carried out by at the discretion of the FIA Technical			

		Department, including at least 1 set in line with test mule car timeline (January 2025), and 1 set at the start of production.			
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17. PRICE LIST

The tenderer shall specify the price list, including at least the price for the following:

- Tyres fitted onto the rims on-site (ready for delivery)
- Tyres fitted onto the rims and delivered to the competitors for other purposes than official test days and race events
- Tyres fitted onto the rims and delivered to the car manufacturers for the purpose of private testing.
- Any additional services

The prices shall be specified in the price form that is included in the Appendix I of this tender document, adjusted to reflect the tenderer’s proposal.

18. ADDITIONAL INFORMATION TO BE INCLUDED INTO THE TENDER

			COMPLIANCE	EVIDENCE	NOTES
a.	General:	<ul style="list-style-type: none"> — Company presentation (including but not limited to technical expertise, organisation ability, resources, etc.). — Information related to any sub-contractors (including but not limited to company information, technical expertise, contacts, etc.). — Evidence of industry experience in managing contracts of similar size and nature within the motorsport /automotive industries. 			
b.	Project description and validation	<ul style="list-style-type: none"> — Technical product review 			

	testing:	<ul style="list-style-type: none"> — Experimental test plan, with defined tests and associated schedule, incl. machine tests as well as track tests on representative track surfaces (according to S10/S11 calendar) in dry, wet conditions. 			
c.	Performance-related information:	<p>The following performance-related information shall be included in the tender, but not limited to:</p> <ul style="list-style-type: none"> — Estimation of tyre performance in all-weather conditions and evolution of its performance (s/km). — Estimation of tyre temperature working range. — Variation and stabilization of pressure and temperature in normal racing conditions. — Evolution of car balance with tyre behaviour. <p>Correlation with track's results shall be carried out by the PROVIDER.</p>			
d.	Safety-related information:	<p>The following safety-related information shall be included in the tender, but not limited to:</p> <ul style="list-style-type: none"> — Estimation of performance with cold tyres for safe braking. — Estimations of performance under extreme weather conditions (i.e. +X%LT under damp / wet). — Analysis of tyre wear vs. tyre longevity. — Estimation of resistance to aquaplaning (estimate of speed and acceleration under aquaplaning conditions). — Tyre weight and inertia (front and rear) 			

		<ul style="list-style-type: none"> — Comparison of peak performance pressure (Ppp), minimum safe working pressure (Psw) and close to maximum operating pressure (Pop). 			
e.	Modelling:	<ul style="list-style-type: none"> — Tyre contact patch characterization (rolling tyre) and the effect of various weights, tyre pressures and different driving conditions (braking, cornering). — Rolling resistance as function of load and speed. — Tyre isolation properties in terms of spring rates and damping at various loads and drive frequencies. — Tyre cornering properties under combined conditions of speeds, loads and pressures. — Loaded and rolling radius function of vertical loads, pressures and speeds. — (Longitudinal, transverse and vertical stiffness as a function of speed, vertical load and pressure) — Relaxation length. — Force and moment tyre model – Pacejka model with correlation report. — Thermo-mechanical model. — Natural internal carcass (temperature readable with TPMS) cool-down characteristics at different ambient temperatures (from 10 to 40°C) without any artificial cooling after 'pit-in' (i.e. Carcass temperature vs Time plot with a series of cool-down curves starting from a realistic set of 'pit-in' temperatures). 			

f.	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 and production standards, management systems and certifications. — Evidence of manufacturing capabilities through on-site visit by the FIA. 			
g.	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. 			
h.	Human Resources:	<ul style="list-style-type: none"> — Overview of the tenderer's staff allocated to the project, during the tendering phases and for on-/off-track support for the duration of the contract. 			

19. PROJECT TIMELINE

			COMPLIANCE	EVIDENCE	NOTES
a.	Publication of ITT:	31 August 2023			
b.	Tender submission date:	31 October 2023			
c.	FIA final selection:	6 December 2023			
d.	Manufacturer registration:	Q1 2024			
e.	Valuable Technical Data to Manufacturers:	According to Art. 12 of this tender document (TBC by the tenderer)			
f.	Purchase order (for test car):	TBC by the tenderer			
g.	Tenderer Crash tests:	October 2024			
h.	Purchase order (for race car):	TBC by the tenderer			
i.	Test mule car:	January 2025			
j.	Manufacturer cars delivery:	1 st July 2025*			
k.	Race cars delivery:	1 st September 2026			
l.	Manufacturer Homologation:	September 2026			
m.	Collective pre-season test:	[October] 2026 (tbc by the FIA)			
n.	First race season 13:	[November] 2026 (tbc by the FIA)			

*Concerning j., the tenderer and the FIA will agree on the exact quantities in line with the product development and required validation.

The tenderer must submit a detailed timeline, with reference to all key milestones listed in this document, in any other related ITTs, as well as all other key activities to ensure program deliverables are achieved and completed on time. The FIA reserves the right to request further information.

APPENDIX IV

REFERENCE TIMETABLES

Reference timetables are made available by the FIA upon request.

APPENDIX V

COMMITMENT TO SUSTAINABILITY

As part of its commitment to sustainability, the FIA encourages responsible practices with respect to effective environmental management.

As a minimum requirement, the tenderer must comply with any legal requirements related to environmental and social responsibility in force in countries where the organisation operates and be able to provide evidence of compliance, if requested. Tenders include sustainability selection criteria that reflect practices and solutions that go beyond the minimum requirements. They aim to value the proposal of suppliers who provide the most sustainable solutions.

We focus our requirements for suppliers in four priority areas. Some of these apply directly to products, others to production methods and overall organisation's policy and operations. The tenderer's offer and organisation will be assessed according to the following criteria:

PRIORITY AREA	CLARIFICATION	EVIDENCE OF COMPLIANCE	COMMENTS
CRITERIA APPLICABLE TO THE ORGANISATION			
a) Sustainability in the organisation			
	Sustainable development is integrated into the tenderer organisation's system: certified environmental management e.g. ISO 14001 (efficient use of resources, reduction of waste, transport and travel policy, etc.), environmental/ESG policy, sustainable procurement policy, carbon footprint calculation, carbon neutrality commitment, reduction targets, etc.		
b) Social responsibility.			
The tenderer ensures that its products/services are delivered ethically. Notably, the tenderer guarantees the respect of:	Working conditions and social protection		
	Health and safety of employees, consumers, and users		
	Ethics and anticorruption		
	Equal opportunities and diversity		
	Social due diligence in the supply chain: human rights, prevention of discrimination, etc.		

PRIORITY AREA	CLARIFICATION	EVIDENCE OF COMPLIANCE	COMMENTS
CRITERIA APPLICABLE TO THE PRODUCTS - SUBJECT MATTER OF THE TENDER			
c) Environmental and carbon footprint.			
The tenderer is aware of the environmental impact generated by the products and adopts solutions to minimise impact:	Local supply of raw materials and transport by sustainable means		
	Carbon emissions calculation and reduction plan, carbon compensation scheme for residual emissions		
	Sustainable energy sourcing and reduction of energy consumption		
	Measures to reduce negative impact on the natural environment throughout the product/service lifecycle, e.g., prevention of pollution, limitation of use of synthetic materials, reduction of waste etc.		
	Provide studies of particulate matter emissions from tyre wear		
	Implementation of traceability of materials across the supply chain		
d) Circular Economy			
The tenderer takes into account the principles of circular economy in every stage of products/goods lifecycle:			
Design and manufacturing:	Integration of renewable, recycled, or reused materials and provision of certificates/proofs		
	Integration of materials that are recyclable / suitable for reuse or other material recovery		
	Design for increased lifespan & recycling		
	Optimisation of quantities and elimination of surplus materials		
Use	Solutions to increase duration of use whilst maintaining the sporting performance		
	Reduce the number of tyres used during a CHAMPIONSHIP season. E.g. dismantling and remounting of unused or part-used tyres.		

PRIORITY AREA	CLARIFICATION	EVIDENCE OF COMPLIANCE	COMMENTS
Distribution	Propose initiatives to reduce the CO ₂ emissions related to logistics: <ul style="list-style-type: none"> • Reduction in freight mass and/or volume • Prioritising sea-freight over airfreight • Reduction in number of people travelling 		
End of life:	Propose sustainable end-of-life solutions (take back scheme, recycling/reuse options, return product to the recycling plant by sea freight or viable options for suitable treatment by recovery facilities in the country of product use, to reduce transport; if possible eliminate energy recovery)		

The tenderer is required to describe and provide evidence of how these criteria are met within its organisation and within the value chain. Evidence of compliance includes but is not limited to, certificates, accreditations and labels, business policies and related documents, or any other evidence that attests that the tenderer's commitments are accurate. The FIA reserves the right to request further information or evidence.

APPENDIX VI

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.

Child Labor

¹ ethics-committee@fia.com

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/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182

3 Available at: https://www.ilo.org/dyn/normlex/en/f?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 VII

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

APPENDIX VIII

DRAFT SUPPLY AGREEMENTS (TO BE SUPPLIED BY THE PROVIDER)