



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA's objective is to select an exclusive supplier of a **common chassis (including the front powertrain kit)** whose task will be to ensure its production for **seasons 9 (2022-2023), 10 (2023-2024) and 11 (2024-2025)** of the **FIA Formula E World Championship** (“the Championship”).

Interested parties are hereby invited to tender to become the exclusive supplier of the chassis (including the front powertrain kit) for seasons 9, 10 and 11 of the Championship.

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

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

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

The FIA reserves the right at any time, without giving reasons therefore and at its sole discretion, to amend, modify or terminate this invitation to tender and the timeline below (including doing a further round of bids among all or part of the tenderers) and/or to issue a new invitation to tender. Moreover, the FIA reserves the right, without giving reasons therefore and at its sole discretion, not to select any tenderer and/or not to enter into a contract with the selected tenderer. In case the tenderer is directly or indirectly involved in the Championship (in particular if the tenderer is also a car manufacturer or 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:
Tender submission date:
FIA final selection:

16 December 2019
~~31 March~~ 14 April 2020
19 June 2020

ADDITIONAL REQUIREMENTS

1. CRITERIA

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

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

- Commitments, actions, credibility and experience from the tenderer in favour of a more sustainable motorsport and mobility;
- Steps taken and efforts made to allow the transfer of technology developments between competition vehicles and ordinary vehicles;
- Proposal relating to innovative design of the chassis 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. 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:

Frederic Espinos

Formula E | Sporting Director

E-mail: fre@fiaformulae.com

Phone number: [+44 \(0\)7741 165180](tel:+44(0)7741165180)

3 Shortlands | 9th Floor | Hammersmith | London | W6 8DA | United Kingdom

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

4. SUPPLY AGREEMENT

The exclusive supplier will supply the product directly to the car manufacturers.

As part of their tender proposal, tenderers shall submit a draft of the supply agreement they intend to conclude in case they are selected, to ensure it contains minimum terms as will be discussed with the FIA.

5. DUE DILIGENCE

In the context of this invitation to tender, tenderers are also invited to fill in the “Questionnaire Compliance – Due Diligence” attached in Appendix V.

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

DRAFT CONTRACT FOR THE SUPPLY OF THE CHASSIS (INCLUDING THE FRONT
POWERTRAIN KIT)
IN THE SEASONS 9 (2022-2023), 10 (2023-2024) and 11 (2024-2025)
OF THE FIA FORMULA E WORLD CHAMPIONSHIP

BETWEEN

The FEDERATION INTERNATIONALE DE L'AUTOMOBILE (FIA)

Place de la Concorde 8
75008 Paris
France

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

ON THE ONE HAND,

AND

[•]

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

ON THE OTHER HAND.

PART 1 - GENERAL CONDITIONS

RECITALS

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

1. APPOINTMENT AND SUPPLY

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

2. RELATIONS BETWEEN THE PROVIDER AND THE CAR MANUFACTURERS

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

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

3. LIABILITY

- 3.1 Without prejudice to the FIA's other rights, the PROVIDER shall indemnify and hold harmless the FIA from and against all reasonably foreseeable losses incurred by the FIA as a direct result of the PROVIDER's:
 - (a) failure to supply the PRODUCT of the requisite quantity;
 - (b) failure to supply the PRODUCT of the requisite quality;
 - (c) negligence in the supply of the PRODUCT; or
 - (d) any other default in the supply of the PRODUCT
- 3.2 The PROVIDER represents and warrants that it is in a position to meet any liability that may arise under GENERAL CONDITION 3.1 above and hereby covenants to maintain such position for the period of time during which the PROVIDER may be liable.
- 3.3 Notwithstanding GENERAL CONDITIONS 3.1 and 3.2 above, the PROVIDER which enters into the CONTRACT will produce an attestation certifying that an insurance policy has been contracted in its name with a top-ranking international insurance company for covering its liability as PROVIDER for any and all action which might be taken to obtain compensation for prejudice caused by a manufacturing defect affecting the PRODUCT used pursuant to the CONTRACT.

4. WARRANTIES

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

5. TERMINATION

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

6. GOVERNING RULES

- 6.1 The GOVERNING RULES constitute the legal, administrative and technical framework of the CHAMPIONSHIP and the conditions set forth therein shall have binding force and prevail among the parties to the CONTRACT.
- 6.2 The CONTRACT shall in principle be interpreted in a manner that gives effect to the provisions of the GOVERNING RULES, the intention of the parties being to construe the provisions of the CONTRACT in the context of the more general framework of the GOVERNING RULES.
- 6.3 The PROVIDER acknowledges that the TECHNICAL SPECIFICATIONS and GOVERNING RULES are subject to amendment 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 shall not challenge the competence of an FIA disciplinary body acting in accordance with the GOVERNING RULES.

7. GOVERNING LAW AND LANGUAGE

- 7.1 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.

- 7.2 The governing law of the CONTRACT shall be French law.

- 7.3 The Tribunal de Grande Instance de Paris, France, shall have sole jurisdiction to settle any dispute that may arise between the FIA and the PROVIDER in connection with the CONTRACT, subject at all times to the provisions of GENERAL CONDITION 6.4.

- 7.4 Without any prejudice to GENERAL CONDITION 7.3 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.

8. GENERAL

- 8.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing, the solvency of a CAR MANUFACTURER. The FIA is not responsible for ensuring that the CAR MANUFACTURERS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any CAR MANUFACTURER to satisfy the terms of a SUPPLY AGREEMENT.

- 8.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.

- 8.3 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.

- 8.4 Any public communications or press releases by the PROVIDER related to the CONTRACT shall be discussed in advance and approved in writing by the FIA.
- 8.5 Any notice to be given under the CONTRACT shall be given in writing delivered to the other party by any one or more of the following methods:
- (a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;
 - (b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day), which shall rebuttably be presumed to be the second local business day after posting.
- 8.6 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.
- 8.7 If any term, provision or condition of the CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, such invalidity, voidness or unenforceability shall not invalidate the remainder of the CONTRACT, all of which shall remain in full force and effect.
- 8.8 The CONTRACT may be executed in any number of counterparts (whether original or facsimile counterparts) and upon due execution of all such counterparts by all parties, each counterpart shall be deemed to be an original hereof.
- 8.9 GENERAL CONDITIONS 3, 4, 7 and 8 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

PART 2 - SPECIAL CONDITIONS

1. SUPPLY OF THE PRODUCT

- 1.1 The PROVIDER shall provide to the CAR MANUFACTURERS the PRODUCT and associated services and spare parts in such quantities and in accordance with the conditions as set out in this CONTRACT, the TECHNICAL SPECIFICATIONS and the SUPPLY AGREEMENTS.
- 1.2 In addition, the PROVIDER shall supply a PRODUCT that is capable of being used to ensure that the cars comply with testing requirements.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The SUPPLY AGREEMENT may provide that each CAR MANUFACTURER shall be responsible for the care and maintenance of the PRODUCT and for transportation of them to each COMPETITION.
- 1.5 The PROVIDER shall deliver on track support to any OFFICIAL TESTING and COMPETITION, and on specific demand by the FIA for other events.
- 1.6 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP and comply with the TECHNICAL SPECIFICATIONS.
- 1.7 The PROVIDER undertakes to report to the FIA any issues with the PRODUCT, the CAR MANUFACTURER concerned and the results of any associated investigations.

2. PRODUCTION DATES AND DELIVERY OF THE PRODUCT

- 2.1 The design specifications of the PRODUCT shall be approved by the FIA in writing by [•] October 2020 at the latest, after which date no further modifications or alterations to the PRODUCT's specifications shall be permitted without the express written previous consent of the FIA.
- 2.2 The PROVIDER shall make first crash test sessions complying with all FIA safety requirements by [•] August 2021 at the latest.
- 2.3 The PROVIDER shall make available one full PRODUCT package to each CAR MANUFACTURER by [•] January 2022 at the latest.
- 2.4 The PROVIDER shall make available race cars full PRODUCT package to all CAR MANUFACTURERS by [•] August 2022 at the latest.
- 2.5 The PROVIDER shall make available to each CAR MANUFACTURER all VALUABLE TECHNICAL DATA according to the schedule proposed in the TECHNICAL SPECIFICATIONS and as specified in the SUPPLY AGREEMENTS.
- 2.6 The PROVIDER shall deliver to each CAR MANUFACTURER 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 during any OFFICIAL TESTING and COMPETITION (see TECHNICAL SPECIFICATIONS).

- 2.7 To facilitate OFFICIAL TESTING by CAR MANUFACTURERS, if requested by the FIA, the PROVIDER will be present at its own expense at OFFICIAL TESTING with all necessary spare parts, 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.
- 3.3 The PRODUCT must be adaptable to different types of front and rear powertrain motors. The cost of all necessary adjustments to adapt the PRODUCT to the rear powertrain will be at the expense of the CAR MANUFACTURER concerned.

4. PROJECT SUPERVISION

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

5. PRICING OF THE PRODUCT

- 5.1 The price of the PRODUCT as well as all the parts and services included in the perimeter of this CONTRACT (in euros) supplied pursuant to the CONTRACT shall be as detailed on the PRICING FORM (Appendix I), which amount shall be inclusive of all taxes and charges and which amount shall not be increased for any reason, except in accordance with SPECIAL CONDITION 5.3.
- 5.2 VAT (value added tax) shall not be charged to those CAR MANUFACTURERS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.
- 5.3 The price stated in SPECIAL CONDITION 5.1 may be adjusted for the seasons 10 (2023-2024) and 11 (2024-2025) of the CHAMPIONSHIP in accordance with the indexation formula provided in Appendix II.

6. MANUFACTURING CONDITIONS OF THE PRODUCT

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

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

7.2 The FIA hereby grants to the PROVIDER a limited, worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this CONTRACT), right (the "License") to use the CAR STYLING during the term of this CONTRACT. This License is granted solely for the purposes of manufacturing and supplying the PRODUCT within the CHAMPIONSHIP to the CAR MANUFACTURERS pursuant to this CONTRACT. Any other use of the CAR STYLING by the PROVIDER shall be discussed between the parties and shall, where applicable, be the subject of a prior written agreement setting out the conditions thereof.

7.3 The PROVIDER shall supply the FIA with the requested VALUABLE TECHNICAL DATA (in form of documentation, software, specifications, etc.) that the FIA 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.

7.4 Save for the purposes of providing the PRODUCT under this CONTRACT, 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.

7.5 The PROVIDER warrants that the PRODUCT does not infringe any third party's registered or non-registered foreign or domestic intellectual property rights, such as patent, design, trade mark, service mark, copyright, right of confidence or know-how.

7.6 The PROVIDER shall indemnify and hold the FIA harmless for and against any claims, demands, costs and damages (including reasonable attorney fees) relating to the infringement of any third party's intellectual property rights by the PRODUCT.

8. COMMERCIAL RIGHTS

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

PART 3 - DEFINITIONS

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

- 1.1 **CHAMPIONSHIP** means the seasons 9 (2022-2023), 10 (2023-2024) and 11 (2024-2025) of the FIA Formula E World Championship.
- 1.2 **COMPETITOR(S)** means the teams that have been accepted to take part in the CHAMPIONSHIP.
- 1.3 **CAR MANUFACTURER(S)** means the car suppliers registered by the FIA to supply the homologated cars in the CHAMPIONSHIP.
- 1.4 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS.
- 1.5 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.6 **CAR STYLING** means the bodywork style specifications that will form the external appearance of the PRODUCT and which will be provided to the PROVIDER. All rights (including intellectual property rights) in the CAR STYLING shall remain the exclusive property of the FIA.
- 1.7 **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.
- 1.8 **BATTERY SYSTEM SUPPLIER** means the exclusive battery supplier designated by the FIA to supply the chassis in the CHAMPIONSHIP.
- 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 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.12 **GOVERNING RULES** means:
 - (a) the FIA International Sporting Code and the Appendices thereto;
 - (b) the FIA General Prescriptions applicable to all FIA Championships, Challenges, Trophies and Cups;
 - (c) the SPORTING REGULATIONS applicable to the CHAMPIONSHIP;
 - (d) the TECHNICAL REGULATIONS applicable to the CHAMPIONSHIP;

- (e) the Code of Ethics of the FIA;
 - (f) the FIA Standards of Conduct for Suppliers (Appendix IV);
 - (g) the Judicial and Disciplinary Rules of the FIA;
 - (h) any other regulations applicable to the CHAMPIONSHIP.
- 1.13 **OFFICIAL TESTING** means tests as defined in and authorised in the SPORTING REGULATIONS.
- 1.14 **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.
- 1.15 **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.
- 1.16 **PRODUCT** means the chassis (including the front powertrain kit) as such term is described in the SPORTING REGULATIONS, the TECHNICAL REGULATIONS, the TECHNICAL SPECIFICATIONS and any other regulations applicable to the CHAMPIONSHIP.
- 1.17 **PROVIDER** means [*].
- 1.18 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.19 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.20 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIPS, as published and amended by the FIA from time to time. The Sporting Regulations are available on the FIA website: www.fia.com.
- 1.21 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a CAR MANUFACTURER pursuant to which the PROVIDER shall supply the PRODUCT to the CAR MANUFACTURER.
- 1.22 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP, as published and amended by the FIA from time to time. The Technical Regulations are available on the FIA website: www.fia.com.
- 1.23 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT as provided in Appendix III.
- 1.24 **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

III A – REFERENCE TIMETABLES

IV – FIA STANDARDS OF CONDUCT FOR SUPPLIERS

V – QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE

VI – DRAFT SUPPLY AGREEMENT (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

APPENDIX II

INDEXATION FORMULA

Concerning seasons 10 (2023-2024) and 11 (2024-2025) of the CHAMPIONSHIP, the prices charged to the CAR MANUFACTURERS shall be the amount that equals the amount shown for season 9 (2022-2023) in the PRICING FORM increased annually in accordance with the positive variation of the “Consumer Prices – All items” index published by the Organisation for Economic Cooperation and Development (OECD) in “Main Economic Indicators”. The indexation shall be in accordance with the variation between such base index and the index published in the October edition of “Main Economic Indicators” for the year to which the indexation applies and for the PROVIDER’s country.

APPENDIX III

TENDER SUMMARY AND TECHNICAL SPECIFICATIONS

1. TENDER SUMMARY

The FIA is launching an **Invitation to Tender (ITT)** to select an exclusive supplier of a **chassis** (including the **front powertrain kit**) for the FIA Formula E World Championship. The car will debut in the 2022/23 FIA Formula E World Championship and will be used for a three-season cycle (2022/23, 2023/24 and 2024/25).

The aim of this ITT is a complete evolution of the chassis architecture, to meet even more challenging weight and dimensional requirements compared with today's car. In particular, the future car should reduce the overall dimensions and the total weight, to better adapt to the specificities of the championship within urban environments, while adhering to the enhanced FIA safety criteria. It should have improved aero efficiency and enhanced quality of the components.

Additionally, the car will feature a front powertrain kit, which will be used for the sole purpose of regenerating energy during braking and will be common to all cars, delivered as part of the perimeter of this tender. Finally, in order to keep positioning the Formula E World Championship as the laboratory of cutting-edge technologies for electric cars, the capabilities of "fast" charging the car batteries will be addressed within the framework of the race.

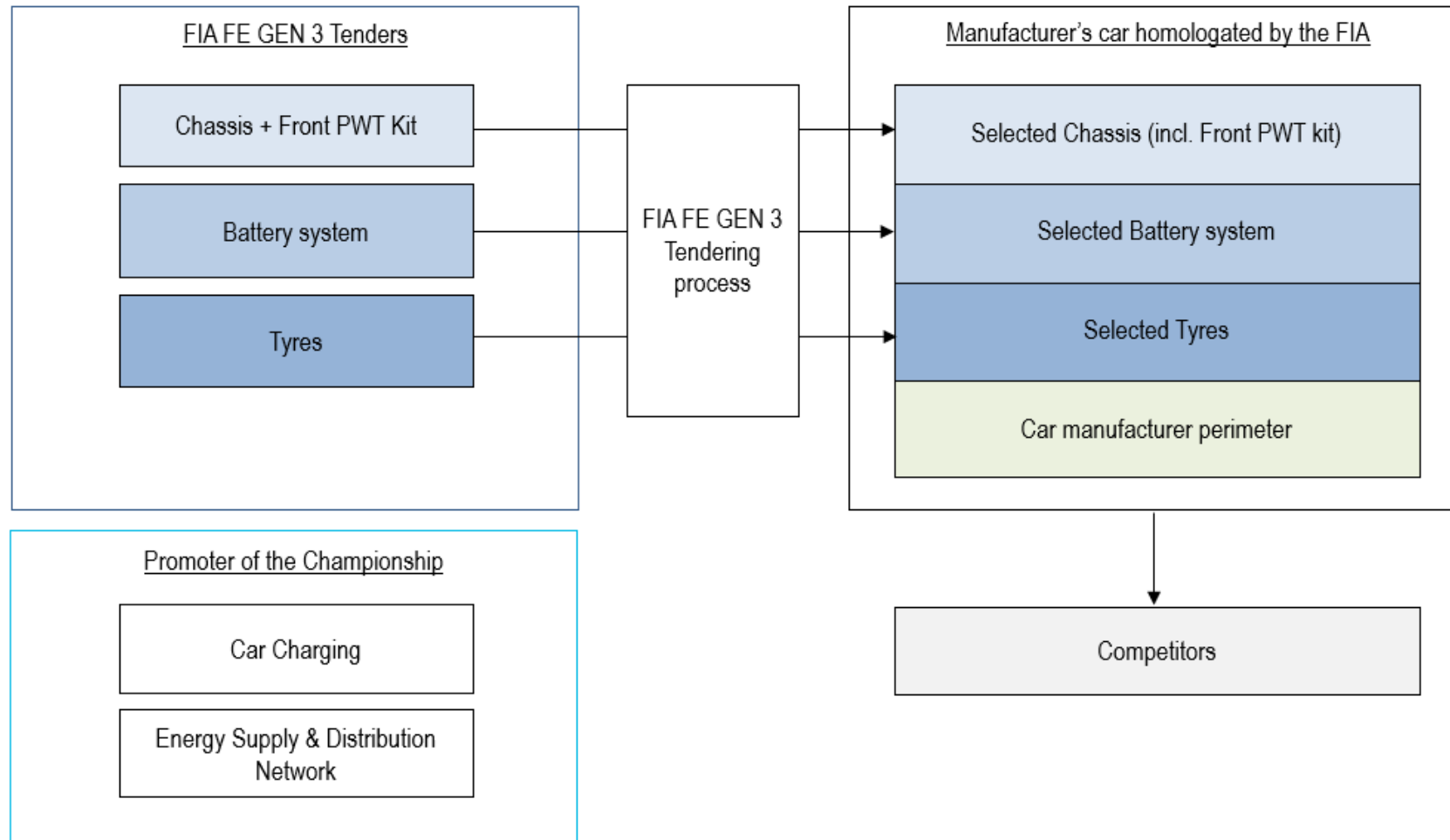
In light of the above, the FIA will launch other ITTs in parallel, in particular an **Invitation to Tender (ITT)** to select an exclusive supplier of a **battery system** and an **Invitation to Tender** to select an exclusive **tyres supplier**. On the other hand, the **Promoter of the Championship** will be responsible for the provision of the **car charging system**, including the **energy supply**, the **distribution network** and the **charging equipment**. It is the duty of the selected tenderer to work from the early stages of the project's definition in conjunction with the battery system supplier and the tyre supplier, under the supervision of the FIA, as well as with the car manufacturers and the Promoter of the Championship, to support specific integration needs.

The commercial proposal shall follow the cost caps required by this ITT, including all the development costs. No NRE (Non-recurring-engineering) payment shall be paid by the car manufacturers. The tenderer will have to deliver to car manufacturers all the parts included in this tender inside the defined cost cap.

The chassis (including the front powertrain kit) proposed by the tenderer will have to comply with the 2022/23 FIA FE Technical Regulations and the technical specifications included in this tender document. In order to meet the targets within the required cost cap, minor changes to the specifications as well as the 2022/23 FIA FE Technical Regulations may be proposed. However, any proposal that is in contradiction with any of the safety requirements will not be accepted.

Please contact the FIA Technical Department for requesting a copy of all the relevant documents mentioned throughout this ITT at fia_fetechnical@fia.com.

1.1. TENDER STRUCTURE



2. CURRENT FE SEASON 6 CAR GENERAL INFORMATION

The tenderer shall consult the FIA FE 2019/20 Technical Regulations and the FIA FE 2019/20 Sporting Regulations available in the FIA website (www.fia.com) for detailed information regarding the current car. Additionally, a redacted version of the currently applicable **FE S6 Spare Parts Catalogue** can be made available by the FIA Technical Department upon request, in order to provide a reference of all the parts delivered as part of the chassis perimeter (w/out front powertrain kit).

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

The tenderer shall supply a common chassis (including front powertrain kit), which comprises of the following:

- Survival cell, safety cell and safety structures (incl. FIAS, RIAS, anti-intrusion panels, primary and secondary roll structures, seat, headrest, etc.)
- Bodywork and aerodynamic devices (incl. front bodywork, rear bodywork, front and rear wings, sidepods, floor, and any aero device, etc.)
- Front suspension system (incl. upper and lower wishbones, push rod, track rod, rocker, anti-roll bar and anti-roll bar members, etc.)
- Front/Rear uprights, hubs, rims
- Front hydraulic brake system (incl. callipers, discs, pads, etc.), brake-by-wire (BBW)
- Steering wheel system (incl. hardware and electronics)
- Driver control panel (incl. switches and LEDs for RESS safety lights)
- Front e-powertrain kit (incl. MGU, MCU, transmission, driveshafts)
- Sensors (Measurement of front brake pressure/temperature, radiator temperature, pedal travel, master cylinders displacement, accelerometer, gyroscope, steering angle, wheels speed, front/rear damper travel.
- RESS Status lights, Ready-to-move light, Rear rain light (hardware kits)
- Cooling systems for RESS and Front e-powertrain (excl. RESS cooling pump, which is part of the battery tender perimeter)
- Supply management of the complete chassis (incl. front powertrain kit) and the spare parts, Support plan, valuable data delivery

5. CAR STYLING

The car must be open-wheeled and open cockpit (formula style bodywork). The FIA will provide the selected tenderer the draft specifications of the bodywork style which will be defined by the FIA and the Promoter of the Championship, with the involvement of a designer selected by the FIA.

6. CAR CONCEPT AND CONDITIONS OF USE

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The car will be a rear-wheel drive electric car, with 2 e-powertrains. The rear e-powertrain is part of the car manufacturers' perimeter and is intended to operate as a motor-generator. The front e-powertrain is common to all cars (delivered as part of the chassis tender perimeter) and operates as generator only.			
b.	Ambient temperature:	5°C to 38°C			
c.	Relative Humidity (%RH):	up to 98%			
d.	Ambient pressure:	from 760mb to 1050mb			

6.1. CHAMPIONSHIP AND TESTING INFORMATION

			COMPLIANCE	EVIDENCE	NOTES
a.	Official test days per season:	6 days			
b.	Races per season:	Up to 18			

7. MAIN SYSTEM REQUIREMENTS

			COMPLIANCE	EVIDENCE	NOTES
a.	Maximum voltage (at any time):	1000 V (TBC with the battery provider)			
b.	Minimum voltage (at any time):	450 V (TBC with the battery provider)			
c.	Front e-powertrain kit life:	1 season (including official test days, race events)			
d.	Indicative season time:	8 months (TBC by the FIA, in line with project timeline)			
e.	Season mileage:	6000 km			

8. PERFORMANCE TARGETS

The performance targets concerning the chassis definition, including all the parts that are included in the perimeter of this tender, are listed here below. The main aim is to reduce the overall car weight and dimensions while increasing the performance compared with today's car. Additionally, all the parts delivered with this tender shall perform satisfactorily for the specified period of time and the abovementioned conditions of use, and maintain high quality standards over time.

Two (2) technical scenarios with different target powers are proposed, both of which having the same funding criteria. Front energy regeneration is allowed up to a maximum target power specific of either the power scenario A or B, as driven by the battery system specifications. Therefore, the tenderer is required to submit at least one proposal for each of the two scenarios A and B respectively.

8.1. POWER, WEIGHT AND DIMENSION REQUIREMENTS

		SCENARIO A	SCENARIO B	COMPLIANCE	EVIDENCE	NOTES
a.	Max. Power release Race:	300 kW	250 kW			
b.	Max. Power release Qualy:	350 kW	300 kW			
c.	Max. Power Fan Boost:	350 kW	300 kW			

d.	Max. Power Attack Mode:	350 kW	300 kW		
e.	Max. Power Regen (Rear):	350 kW	250 kW		
f.	Max. Power Regen (Front):	250 kW	200 kW		
g.	Target car weight (incl. driver):	780 kg			
h.	Target chassis weight (including all the parts of this tender and the Front Powertrain kit):	286 kg			
i.	Indicative weight balance (w/out driver):	40 % (Front)			
j.	Maximum car width:	1700 mm			
k.	Maximum car length:	5000 mm			
l.	Maximum car height:	1250 mm			
m.	Ballast:	The standard ballast positioning is left free to accommodate the resulting weight balance of the car.			

8.2. SURVIVAL CELL AND SAFETY STRUCTURES

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The survival cell forms the principal structural component of the chassis and shall be designed according to the specifications given in the 2022/23 FIA FE Draft Technical Regulations.			

		The survival cell shall be merged with the battery system to form a unique safety cell. The safety cell must pass all the tests required by the <u>“Season 9 Formula E Draft Crash Specifications - V2.0.pdf”</u> .			
b.	Cockpit:	The survival cell includes the cockpit, the specifications of which are given in the 2022/23 FIA FE Draft Technical Regulations. In order to ensure that the opening giving access to the cockpit is of adequate size, the opening dimensions shall be in accordance with those specified in the Drawing 2 of the 2022/23 FIA FE Draft Technical Regulations.			
c.	Driver Control Panel:	The driver control panel shall be located on the driver’s left side of the the cockpit and include the following switches: <ul style="list-style-type: none"> — Driver Master Switch (DMS) — Emergency Stop Switch (ESS) — Extinguisher Switch — Service Disconnect (SD) Additionally, it shall include LED lights for repeating the RESS status lights, to be easily visible by the driver from inside the cockpit.			
d.	Safety Structures:	The chassis safety structures include: <ul style="list-style-type: none"> — Front Impact Absorbing Structure — Rear Impact Absorbing Structure — Anti-intrusion panels for frontal, lateral and bottom side protection (rigidly attached to the survival cell in accordance with the specifications outlined in the 			

		<p>2022/23 FIA FE Draft Technical Regulations)</p> <ul style="list-style-type: none"> — Principal Roll Structure — Secondary Roll Structure (Halo) <p>The secondary roll structure must be homologated according to the FIA Standard 8869-2018 and supplied by an FIA approved supplier. Details of the two roll structures and associated mountings are given in the 2022/23 FIA FE Draft Technical Regulations. The safety structures must pass the tests required in the <u>“Season 9 Formula E Draft Crash Specifications - V2.0.pdf”</u>.</p>			
e.	Rear powertrain mounting points:	The tenderer will have to define common mounting points for the rear e-powertrain fixings.			
f.	Peripheral features mounting points:	The tenderer will have to define common mounting points for the sole purpose of ancillaries' fitting (including but not limited to ECUs, 12V batteries, ballast, etc.) as well as for cooling, brakes lines and looms.			
g.	Conformity of Production of the survival cell:	All survival cells shall be manufactured according to the specifications given in this tender document, within a weight tolerance of ± 1.5 kg.			

8.3. BATTERY SYSTEM (RESS)

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The battery system shall be merged with the survival cell to form a unique safety cell. The tenderer shall work in close collaboration with the battery system provider from the early stages, in order to guide the module arrangements and to allow for the best integration of the battery system within the car structure.			
b.	Target Battery pack weight:	284 kg			
c.	Target Battery pack volume:	220 L			
d.	Battery housing functionalities:	The following features must be ensured by the battery compartment and/or the enclosure: <ul style="list-style-type: none"> — Mechanical protection — IP55 protection level against dust and water from any direction as a minimum (according to ISO 20653). — Electric protection (incl. equipotential bonding, isolation level, etc.) — Fire-retardant (UL94 V0 certification) 			
e.	Battery housing structural requirements:	The structure (i.e. baseplate) to which the battery pack is fixed shall be structural. The battery housing structure shall be defined in conjunction between the tenderer, the battery system provider and the charging equipment provider, under the supervision of the FIA.			

		The battery system, including all internal and external components, must pass the tests required in the " <u>Season 9 Formula E Draft Crash Specifications - V2.0.pdf</u> ".			
f.	Cooling:	The tenderer shall work in conjunction with the battery system provider from the early stages to understand the cooling requirements.			
g.	Battery pack replacement:	The battery shall be replaceable in the car by the trackside support team within 45 minutes (pit in/out time). To achieve the replacement within the given time, the battery tenderer shall work on upgrading the equipment required for performing this operation (i.e. trolley, etc.) to allow for ease of replacement			
h.	RESS status lights:	RESS status lights (GREEN and RED lights) shall be controlled via the Battery Management System (BMS), as specified in the 2022/23 FIA FE Technical Regulations. The RESS light hardware kit of is to be provided as part of this tender.			

8.4. FRONT POWERTRAIN KIT

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The front powertrain kit includes the MGU, MCU, transmission and driveshafts. The design shall be as compact and lightweight as possible, to account for the weight and volume constraints.			

b.	Front Powertrain Kit weight (incl. MGU, MCU, transmission, driveshafts)	TBD by the Tenderer (See Art. 8.1. g) of this tender document)			
c.	Front Powertrain Kit volume:	TBD by the Tenderer			
d.	Min./Max. Voltage (at any time):	450 V / 1000 V (TBC by the battery tenderer)			
e.	Max. Power Regen (Front):	Front energy regeneration is allowed up to a maximum target power specific of the power scenario A or B detailed in the Art. 8.1. of this tender document, as driven by the battery system specifications. Therefore, the tenderer is required to submit at least one proposal for each of the two abovereferenced power scenarios A and B respectively.			
f.	Cooling:	The cooling shall be designed to cope with the front powertrain working conditions, in order to keep it at its most efficient temperatures while the car is in motion.			
g.	Parity across the units:	Particular consideration shall be given to the parity of all the front regen kits against cycle characteristics, and appropriate measures shall be proposed by the tenderer as part of the tender.			
h.	Driveline shuffle response analysis:	Particular consideration shall be given to driveline shuffle phenomenon through modelling, and appropriate measures shall be proposed by the tenderer as part of the tender.			

i.	Inertia effects:	The front powertrain inertia effects shall be assessed as part of this tender and appropriate measures, where necessary, shall be proposed by the tenderer as part of the tender.			
j.	Reference duty-cycle:	Reference duty-cycle for the front e-powertrain is made available as part of this tender by the FIA Technical Department upon request. Information concerning the reference season timetables is given in the Appendix III-A of this tender.			
k.	General electrical safety:	The front e-powertrain kit must comply with Appendix J - Article 253. As a way of example but not limited to, it shall have interlock line, equipbonding, etc.			
l.	Software and calibration / Upload FIA tools:	In order to guaranty fairness across all competitors, the tenderer shall ensure that all front e-powertrain kits are running with the same software and calibration. The tenderer shall provide to the FIA the connection cable and the software to upload the firmwares and calibrations of the front e-powertrain kit as part of this tender, with no extra costs.			
m.	CAN lines:	At least 2 CAN lines (1Mbits) shall be provided, in order to share data with the manufacturer's ECU and the FIA datalogger.			

8.5. FRONT SUSPENSIONS

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	Double wishbone type suspensions shall be used. Structural members should include upper and lower wishbones, push rod, track rod, rocker, anti-roll bar and anti-roll bar members. The front suspension design shall allow for some adjustments by the car manufacturers.			
b.	Loads tests:	Buckling load tests shall be carried out in accordance with the specifications given in the <u>"Season 9 Formula E Draft Crash Specifications - V2.0.pdf"</u> . The exact test conditions will be confirmed by the FIA Technical Department during the product definition.			
c.	Wheel tethers:	Each wheel must be fitted with two tethers which are homologated by the FIA in accordance with the specifications given in the 2022/23 Draft FIA FE Technical Regulations.			

8.6. REAR SUSPENSION

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The rear suspension system is part of the car manufacturer's perimeter, together with rear e-powertrain, rear powertrain casing, as well			

		as any related ancillary and/or auxiliary systems. The rear suspension shall be designed in accordance with the 2022/23 FIA FE Draft Technical Regulations.			
--	--	---	--	--	--

8.7. BODYWORK

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The bodywork includes the front and rear bodywork, front and rear wings, sidepods, floor, aero devices, etc. No part of the bodywork may under any circumstances be located below the reference plane. Movable bodywork parts/elements are forbidden when the car is in motion. Given the exclusive supply of the chassis (including the front powertrain kit) as a common part to all competitors, the 2022/23 FIA FE Draft Technical Regulations do not need to be accounted for in the bodywork design.			
b.	Target drag (SCx):	0.6 (average of ride height map, obtained with CFD simulation)			
c.	Target downforce (SCz):	1.5 to 2 (average of ride height map, obtained with CFD simulation)			
d.	Indicative aero balance:	38 % (to be adjusted in relation to the weight balance)			
e.	Aerodynamic devices:	The number of aerodynamic devices shall be			

		limited and agreed with the FIA. "Neutral" sections may be added for the purpose of meeting the bodywork style requirements.			
f.	Radiator layout definition (and provisions for rear e-powertrain cooling):	The radiator layout must comply with the battery system and the front e-powertrain cooling demands, while enhancing the aerodynamic performance of the car according to the targets given in this tender. Additionally, the tenderer shall provide provisions to the car manufacturers for the demand of the rear e-powertrain cooling requirement (radiator core volume, etc.). The construction and the installation of the radiators shall be such that, in the opinion of the FIA Technical Department, it would not cause significant damage the survival cell in the event of a lateral impact.			
g.	Conformity of production:	All bodywork parts must ensure conformity of production before delivery within weight tolerances < 0.5%. The difference in the manufacturing must not generate any aerodynamic performance influence.			
h.	Floor:	The design of the bodywork facing the ground shall allow for ease of access into the battery compartment. The step plane (as defined in the 2022/23 Draft FIA FE Technical Regulations) must be 50 mm above the reference plane. A skid block must be affixed underneath the reference surface.			

		Some volume for ballast fitting may be considered (up to 25 kg). Similarly, a dedicated volume shall be defined for the purpose of mounting a back-up transponder.			
--	--	---	--	--	--

8.8. BRAKE SYSTEM

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	Given the increased regen capability of the car due to increased power regen on the front and the rear respectively, the car will be equipped with hydraulic brake systems on the front wheels only, operated by a pedal control. Additionally, an active device system to control the hydraulic pressure in the front braking circuit is to be used. The active system must be in accordance with the 2022/23 FIA FE Draft Technical Regulations and be homologated by the FIA.			
b.	Brake Hardware specifications:	The hardware components of the hydraulic brake system (incl. callipers, discs and pads) shall be in accordance with the 2022/23 FIA FE Draft Technical Regulations.			
c.	Cooling:	The tenderer will have to ensure that the hydraulic brakes cooling demands is linked with the function of the active device system. Liquid cooling of the brakes is prohibited. Bake air ducts for the purpose of cooling the			

		front brakes shall be in accordance with the 2022/23 FIA FE Draft Technical Regulations.			
d.	Critical safety:	Given the criticality of the brake system, the provider shall provide a complete FMEA of the BBW system.			
e.	Software and calibration / Upload FIA tools:	In order to guaranty fairness across all competitors, the provider must ensure that all BBW are running with the same software and calibration during an event. The provider must provide to the FIA free of charge the connection cable and the software to upload the firmwares and calibrations of the front e-powertrain kit.			
f.	CAN lines:	At least 2 CAN lines (1Mbits) shall be provided in order to share data with the manufacturer's ECU and the FIA logger.			

8.9. STEERING SYSTEM

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The tenderer must propose a full steering system including a bespoke steering wheel hardware with its electronics and dash. All parts fixed to the steering wheel must be fitted in such a way as to minimize the risk of injury in the event of a driver's head getting in contact with any part of the steering wheel assembly.			

b.	Steering radius:	The steering radius must not exceed 9 m.			
c.	FIA impact test:	The steering wheel, steering column and steering rack assembly must pass the tests required in the " <u>Season 9 Formula E Draft Crash Specifications - V2.0.pdf</u> ".			

8.10. WHEELS AND RIMS

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The tenderer should work in conjunction with the tyres provider to support the tyres performance definition (incl. tyre working range, weight and aero balances, etc.).			
b.	Rim material:	One-piece rim made of a homogeneous metallic material is mandatory. Except for the valve, the TPMS, the drive pegs, the balance masses, no other parts may be attached to the rims, in accordance with the 2022/23 FIA FE Draft Technical Regulations.			
c.	Rim dimensions:	Two options are proposed: — OPTION 1: 18 in. — OPTION 2: 20 in. The tender shall submit a proposal for one or either options, and work in conjunction with the tyre tenderer. For both the above listed options, rims must be symmetrical, and the diameters measured at the level of the inner and outer rim edges			

		of a wheel must be identical, with a tolerance of + / - 1.5 mm. Seen from the side, between diameter 150 mm and 420 mm, a minimum of 50 % of the total internal area of the rim must permit a free transversal view. Balance masses must be fitted at a minimum distance of 150 mm from the rotational axis. All parts of the rim must move at the same rotational axis.			
d.	Rim weight:	(TBD by the tenderer, in accordance with the definition given in the 2022/23 FIA FE Draft Technical Regulations. Reference weight from GEN 2 car (S6): — Front weight: 6kg — Rear weight: 7kg			
e.	Rim width:	(TBD by the tenderer) Reference width from GEN 2 car (S6): — Front width 9" (9R18) — Rear width 11" (11R18)			

9. SUPPLY OF THE PRODUCT AND THE SPARE PARTS

			COMPLIANCE	EVIDENCE	NOTES
a.	Concept:	The tenderer is to provide the complete chassis (including the front powertrain kit) and the associated spare batteries according to the numbers defined in Art. 9.1. and 9.2. of this tender document.			

b.	Logistics associated with the supplying of the product, the spare parts as well as the services:	The tenderer shall liaise with the Promoter of the Championship to have on-site paddock space allocation, pit equipment availability, accreditation and access to the Promoter's freight services necessary for supplying the product and the spare parts, as well as for providing all the associated services.			
----	--	--	--	--	--

9.1. PRODUCT SUPPLY FOR SEASONS 9, 10 AND 11

	YEAR / SEASON	TEST CAR	RACE CAR	COMPLIANCE	EVIDENCE	NOTES
a.	2022 / -	Up to 12				
b.	2022 / Season 9	Dep. on 2022 test cars	Up to 24			
c.	2023 / Season 10	Dep. on S9 spares	Up to 24			
d.	2024 / Season 11	Dep. on S10 spares	Up to 24			

9.2. SPARE PRODUCTS

	YEAR / SEASON	MANUFACTURERS SPARES	PROVIDER SPARES	COMPLIANCE	EVIDENCE	NOTES
a.	2022 / -	Minimum 2 spares	Minimum 1 spares			
b.	2022 / Season 9	Minimum 12 spares	Minimum 5 spares			
c.	2023 / Season 10	Dep. on S9 spares	Dep. on S9 spares			
d.	2024 / Season 11	Dep. on S10 spares	Dep. on S10 spares			

10. SUPPORT PLAN

The tenderer is to provide support related to the supplying of the product and spare parts during the introduction and validation process of the product, and subsequently during any official tests and race events, in accordance with the information provided below. A maximum of 100k € shall be charged to each car manufacturer to cover the support plan.

			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 (including but not limited to sharing technical valuable data, provide trackside support and personnel, etc.) for the first track running of the product and during testing.			
b.	Trackside support during official test and race events:	On-track 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.			
c.	Trackside personnel:	The following personnel shall be made available for the purpose of providing trackside support during official events: <ul style="list-style-type: none"> — 1 project leader. — 2/3 technicians. 			
d.	Trackside event reporting:	The tenderer shall release event reporting(in written form) during official test and race events as required.			
e.	Off-track support:	The tenderer shall propose a framework for off-track support to all competitors.			

		Additionally, the tenderer shall provide support for inspecting the structural integrity and quality of the parts supplied as part of this tender, i.e. of damaged parts for subsequent repair, throughout the entire duration of the contract.			
f.	Support/Personnel during private test events:	The tenderer shall provide support equipment and personnel to all competitors during private test events, at the discretion of the competitors (at their own expenses).			
g.	Additional services:	The tenderer shall propose a framework for additional engineering services, i.e. for the purpose of homologating the safety structures according to the FIA safety requirements at an FIA approved laboratory and coordinate the supply of specific parts, as required by the test, at the conditions set between the competitors and the tenderer.			

11. 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 selected tenderers (for the supply of the battery system and the tyres) as well as the charging system and infrastructure providers, under the supervision of the FIA, to provide the necessary support (including but not limited to sharing key information detailed in			

		Art.11 b), c) below) from the early stages of the project following the final single suppliers' selection of the FIA.			
b.	Valuable technical data:	<p>The following documentation shall be delivered to all car manufacturers (subject to manufacturer registration) by <u>January 2021</u>*:</p> <ul style="list-style-type: none"> — 2D drawings, 3D CAD data — Suspension data — Aero map (SCx, SCz-Fr, SCz-Rr, based on CFD analysis) — Provision for rear e-powertrain cooling demand — Front e-powertrain kit characteristics (including predicted weight, heat rejection, thermal data, etc.) <p>The FIA reserves the right to request any additional documentation as required.</p>			
c.	Additional documentation:	<p>The following documentation shall be provided to all car manufacturers by <u>November 2021</u>*:</p> <ul style="list-style-type: none"> — Draft user manuals — Draft spare parts catalogue and associated price list form 			
d.	Online portal for data sharing:	The tenderer shall put in place a common online portal, in order to easily share information linked to the product throughout the season.			

12. COSTS CAP

The price of the product shall be in accordance with the cost cap outlined below. The cost cap will only be enforced if a car manufacturer's order is placed within the defined timescale specified by the tenderer and agreed with the FIA.

			COMPLIANCE	EVIDENCE	NOTES
a.	Complete product (Chassis, Front Powertrain kit, valuable data delivery, excl. pit equipment, support plan, logistics):	340k € / yearly fee N.B: In case of faulty product, it will be the responsibility of the tenderer to cover any extra costs (including logistic costs).			
b.	Spare parts (incl. on-track):	The price of the spare parts combined in the perimeter of this tender does not exceed 135% of the product price that is indicated in the point a) above.			

13. PRICE LIST

The tenderer shall specify the price list, including the price of the complete product (ready for delivery), the spare parts as well as any other part, component and service included in the perimeter of this tender. The price list shall be detailed in the price form that is included in the Appendix I of this tender document.

The price form may be adjusted to reflect the tenderer's proposal and shall include at least the price for the following main sub-assemblies **and components**:

- Survival cell
- Front corner assembly (incl. front right suspension, driveshaft, upright, hub, brake hardware component, rim)
- Rear corner assembly (incl. rear right suspension, driveshaft, upright, hub, rim)
- Front wing assembly (incl. front wing, fenders, flaps, front impact absorbing structure)
- Rear wing assembly (incl. rear wing, fenders, flaps)
- Bodywork (excluding front and rear wings)
- **Front powertrain kit**

14. 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.), in particular regarding the front powertrain kit supplier. — Evidence of industry experience in managing contracts of similar size and nature within the motorsport /automotive industries. 			
b.	Project description:	<ul style="list-style-type: none"> — Technical product review (mechanical (structural), safety, electrical specifications, etc.). — Global performance targets and technical solutions (incl. weight, dimensions, etc.). — Product review — Description of the validation programme, equipment, resources and associated timeline. 			
c.	Manufacturing capability / Supply chain management:	<ul style="list-style-type: none"> — Definition of the supply chain (including detailed information on third-party suppliers and/or partners). — Manufacturing capabilities, quality and 			

		<p>production standards, management systems and certifications.</p> <ul style="list-style-type: none"> — Evidence of manufacturing capabilities through on-site visit by the FIA. 			
d.	Simulation and hardware testing capabilities:	<ul style="list-style-type: none"> — Evidence of ability to run simulations to optimize the vehicle architecture (CAD) and aero performance (CFD). — Evidence of testing capabilities, equipment and procedures to perform tests/ quality checks / inspections at component, sub-assembly and full-scale level through on-site visit by the FIA. 			
e.	Financial stability:	<ul style="list-style-type: none"> — Evidence of financial stability and ability of the tenderer to raise and maintain funding to supply the product, the spare parts and the associated services for the entire duration of the contract. 			
f.	Human Resources allocation:	<ul style="list-style-type: none"> — Overview of the tenderer's staff allocated to the project, during the tendering phases and for on-/off-track support for the duration of the contract. 			
g.	Commitment to Sustainability:	<p>As part of the FIA Formula E World Championship's intention to promote sustainability, the tenderer will be assessed on its commitment towards effective environmental management across their operations, hence:</p> <ul style="list-style-type: none"> — The tenderer is required to submit a Life Cycle Assessment (LCA) for the product 			

		<p>delivered as part of this tender.</p> <ul style="list-style-type: none">— The tenderer is required to submit plans for end-of-life processing and recycling of damaged parts beyond repair.— The lifespan of all wearable parts should be considered (brake hardware components, etc.), and information submitted as part of the tender.— The use of sustainable materials for the design and construction of any non-structural and non safety part included in the perimeter of this tender should be considered.			
--	--	--	--	--	--

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

			COMPLIANCE	EVIDENCE	NOTES
a.	Publication of ITT:	16 December 2019			
b.	Tender submission date:	31 March 14 April 2020			
c.	FIA final selection:	19 June 2020			
d.	Manufacturer registration:	January 2021 (valid for S9, S10, S11)			
e.	Valuable Data delivery to car manufacturers*:	TBC by the tenderer (according to Art. 11) of this tender document)			
f.	Purchase order* (for test car)	TBC by the tenderer			
g.	Tenderer Crash tests	August 2021			
h.	Purchase order* (for race car)	TBC by the tenderer			
i.	Test mule cars:	September 2021			
j.	Manufacturer cars delivery:	January 2022			
k.	Race cars delivery:	August 2022			
l.	Manufacturer Homologation:	September 2022			
m.	Collective pre-season test:	October 2022			
n.	First race season 9:	November 2022			

N.B.: The tenderer shall complete the above timeline and propose a detailed plan which includes all the project milestones and associated deadlines.

APPENDIX III A
REFERENCE TIMETABLES

A complete season will consist of up to 18 races and 6 official test days, according to the reference timetables provided below:

REFERENCE OFFICIAL TEST DAY TIMETABLE

	TIME OF DAY			EVENT TYPE	REFERENCE LAP(S)		
	Start	End	Length	Activity	Race	Qualy	Attack Mode
	09:00	10:00	01:00:00	TEST SESSION 1-R1	18		
% Battery Usable Energy	100	≈0					
Standard Charging	-	-	00:45:00				
	11:00	12:00	01:00:00	TEST SESSION 1-R2	18		
Fast Charging	≈11:30	-	00:00:30	FAST CHARGING			
% Battery Usable Energy	100	≈0					
Standard Charging	-	-	00:45:00				
	14:00	15:00	01:00:00	TEST SESSION 2-R1	14	2	2
Fast Charging	≈14:30	-	00:00:30	FAST CHARGING			
% Battery Usable Energy	100	≈0					
Standard Charging	-	-	00:45:00				
	16:00	17:00	01:00:00	TEST SESSION 2-R2	14	2	2
Fast Charging	≈16:30	-	00:00:30	FAST CHARGING			
% Battery Usable Energy	100	≈0					

REFERENCE RACE EVENT TIMETABLE (i.e. SANYA e-PRIX)

a) FRIDAY TIMETABLE:

	TIME OF DAY			EVENT TYPE	REFERENCE LAP(S)		
	Start	End	Length	Activity	Race	Qualy	Attack Mode
	15:30	16:00	00:00:30	SHAKEDOWN	5	0	0
% Battery Usable Energy	100	≈70					
Charging time	-	-	Unlimited				

b) SATURDAY TIMETABLE:

	TIME OF DAY			EVENT TYPE	REFERENCE LAP(S)		
	Start	End	Length	Activity	Race	Qualy	Attack Mode
	07:30	08:15	00:45:00	FREE PRACTICE 1	16	2	1
Fast Charging	≈08:00	-	00:00:30	FAST CHARGING			
% Battery Usable Energy	100	≈0					
Standard Charging	-	-	01:20:00				
	09:35	10:05	00:30:00	FREE PRACTICE 2	10	2	1
% Battery Usable Energy	100	≈15					
Standard Charging	-	-	00:40:00				
	11:15	-		Pre-qualy Parc Fermé			
	11:20	11:56	00:24:00	QUALIFYING	2	2	0
	12:05	12:25	00:20:00	SUPER POLE (Top 6)	2	1	0
% Battery Usable Energy	100	≈40					
Standard Charging	-	-	01:45:00				
	14:23	14:33	00:10:00	Pit lane open/close			
	15:03	-		Grid positioning			
	15:04	-	00:45:00	RACE (45 min + 1lap)	28	0	4
Fast Charging	≈15:30	-	00:00:30	FAST CHARGING			
		-		Parc Fermé			

APPENDIX IV

FIA STANDARDS OF CONDUCT FOR SUPPLIERS

1 – GENERAL

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

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

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

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

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

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

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

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

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

1.10 Should Suppliers need additional information or guidance on these Standards, or wish to report a violation, whether actual or potential, they shall contact the FIA Ethics Committee and/or the FIA Compliance Officer¹.

2 - HEALTH AND SAFETY

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

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

3 HUMAN RIGHTS AND EMPLOYMENT PRACTICES

Dignity and Fundamental Rights

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

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

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

Discrimination, Harassment

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

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

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.

4 ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY

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

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

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

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

5 BUSINESS INTEGRITY

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

Corruption and Bribery

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

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

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

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

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

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

Gifts and Entertainment

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

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

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

request for quotation, request for interest, request for proposals and any other form of calls for expression of interest);

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

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

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

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

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

6 CONFLICTS OF INTEREST

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

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

- Having a significant financial investment in any company that competes, does business, or seeks to do business with the FIA. A significant financial interest includes voting control, or an

ownership of more than 1% of the outstanding capital of a business, or an investment that represents more than 5% of the investor's total assets;

- Providing similar services for direct competitors of the FIA, with access to confidential or competitive information;
- When family members or partners work for the FIA or another FIA supplier.

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

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

7 FAIR COMPETITION AND ANTITRUST

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

8 TRADE COMPLIANCE

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

9 MONEY LAUNDERING AND INSIDER TRADING

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

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

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

10 ACCURACY OF BUSINESS RECORDS

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

11 CONFIDENTIAL INFORMATION

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

12 DATA PRIVACY

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

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

12.3 Suppliers will only process the Personal Data, in a Member State of the European Union or in a State party to the agreement on the European Economic Area (“EEA”) or in Switzerland. A transfer of the Personal Data to a third country other than the aforementioned requires prior informed consent given by the FIA.

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

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

13 CONDUCT TOWARDS GOVERNMENTS AND PRIVATE ORGANISATIONS

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

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

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

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

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

APPENDIX V

QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE