



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The FIA is launching an invitation to tender to select an exclusive supplier whose task will be to ensure the production and delivery of the **hybrid system** for the **2022, 2023 and 2024 seasons of the FIA World Rally Championship** (hereinafter “the Championship”).

Interested parties are hereby invited to tender to become the exclusive supplier of the hybrid system for the 2022, 2023 and 2024 seasons of the Championship.

The selected tenderer will be invited to enter into a contract with the FIA that will establish the terms of the tenderer's appointment as exclusive supplier. The exclusive supplier will supply the product directly to the 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 which do not comply with these supply conditions will not be taken into consideration.

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.

Publication of invitation to tender:

19 December 2019

Tender submission deadline:

20 February 2020

Tenderer selection:

27 March 2020

ADDITIONAL REQUIREMENTS

1. CRITERIA

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

2. 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.

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:

Oliver Ciesla

Managing Director

WRC Promoter GmbH

Liebherrstrasse 22, 80538 Munich, Germany

T. +49 89 212 66 99 -10

F. +49 89 212 66 99 -28

E-mail: oliver.ciesla@wrc.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

E-mail: jhough@fia.com

Phone number: +41 78 698 76 89

3. PRICE OF THE PRODUCT

The price of the Product may not exceed the figures set out in the Specifications (Appendix III).

4. DUE DILIGENCE

In the context of this invitation to tender, tenderers are also invited to fill in the “Questionnaire Compliance – Due Diligence” attached in Appendix 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 HYBRID SYSTEM
IN THE 2022, 2023 AND 2024 FIA WORLD RALLY 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,

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

PART 1 - GENERAL CONDITIONS

RECITALS

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

1. APPOINTMENT AND SUPPLY

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

2. RELATIONS BETWEEN THE PROVIDER AND THE COMPETITORS

- 2.1 The PROVIDER shall treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.
- 2.2 The PROVIDER shall supply the PRODUCT to all COMPETITORS on equivalent terms. It shall enter into a standard SUPPLY AGREEMENT with each COMPETITOR.
- 2.3 All SUPPLY AGREEMENTS shall be fully compliant with the PRINCIPLES OF SPORTING EQUALITY, the CONTRACT, the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the SPECIFICATIONS.
- 2.4 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase/lease the PRODUCT for use at more than one COMPETITION shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.
- 2.5 If requested by the FIA, the PROVIDER shall supply a copy of each SUPPLY AGREEMENT in order to demonstrate that the PRINCIPLES OF SPORTING EQUALITY are maintained.

- 2.6 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).
- 2.7 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.
- 2.8 In the event of uncertainty regarding whether any action taken or proposed to be taken by the PROVIDER may breach the PRINCIPLES OF SPORTING EQUALITY, the PROVIDER shall request guidance from the FIA, which shall make a determination in this regard. Where such a determination is made by the FIA, the PROVIDER's actions in complying with that determination shall be deemed to be in compliance with the PROVIDER's obligation in GENERAL CONDITION 2.1 to treat all COMPETITORS in accordance with the PRINCIPLES OF SPORTING EQUALITY.

3. LIABILITY

- 3.1 Without prejudice to the FIA's other rights, the PROVIDER shall indemnify and hold harmless the FIA from and against 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.

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 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 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 COMPETITOR. The FIA is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.

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 rebutably 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 COMPETITORS the PRODUCT and associated services in such quantities and in accordance with the conditions as set out in this CONTRACT and the SPECIFICATIONS.
- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP.
- 1.3 The FIA does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The PROVIDER undertakes to report to the FIA any issues with the PRODUCT, the COMPETITOR concerned and the results of any associated investigations.

2. PRODUCTION DATES AND DELIVERY OF THE PRODUCT

- 2.1 The PROVIDER shall make available to the COMPETITORS and to the FIA the basic specifications (cooling requirements, base volume and mass) of the PRODUCT by 10 April 2020 at the latest.
- 2.2 The PROVIDER shall make available to the COMPETITORS and to the FIA the CAD definition and detailed technical specifications of the PRODUCT by 15 June 2020 at the latest.
- 2.3 The PROVIDER shall make available full PRODUCT packages to all COMPETITORS for testing by 4 January 2021 at the latest. A minimum of 1 (ideally 2) full PRODUCT packages shall be available for each COMPETITOR by this date.
- 2.4 The PROVIDER shall make available full PRODUCT packages to all COMPETITORS for racing by 1 November 2021 at the latest (order deadline is [•] [after 31 July 2021]).

3. TECHNICAL CONDITIONS

- 3.1 The PROVIDER shall ensure that the PRODUCT to be supplied is in conformity with the SPECIFICATIONS, the SPORTING REGULATIONS and the TECHNICAL REGULATIONS.
- 3.2 The PRODUCT must be adaptable to different types of racing cars. The cost of all necessary adjustments will be at the cost of the COMPETITORS.

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 COMPETITORS 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 2023 and 2024 seasons of the CHAMPIONSHIP in accordance with the indexation formula provided in Appendix II.

6. MANUFACTURING CONDITIONS OF THE PRODUCT

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

7.2 The PROVIDER shall supply the FIA with the requested VALUABLE TECHNICAL DATA (in form of documentation, software, specifications, etc.) that the FIA deems appropriate. This includes the right for the FIA to access any logging data during bench, track testing and the COMPETITIONS.

7.3 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.

7.4 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.

7.5 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 2022, 2023 and 2024 seasons of the FIA World Rally Championship.
- 1.2 **COMPETITION(S)** means any race forming part of the CHAMPIONSHIP and entered on the International Sporting Calendar of the FIA. A COMPETITION is deemed to commence at the scheduled time for scrutineering and 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.
- 1.3 **COMPETITOR(S)** means the teams that have been accepted to take part 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 **FIA** means the Fédération Internationale de l'Automobile (FIA).
- 1.7 **FIA ENGINEER** shall mean the technician appointed by the FIA to carry out all technical checks and controls and to grant any necessary approval in relation to the development and production of the PRODUCT.
- 1.8 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.9 **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.
- 1.10 **OFFICIAL TESTING** means official testing as defined in and authorised in the SPORTING REGULATIONS.
- 1.11 **PRICING FORM** means the pricing form stating the prices at which the PRODUCT and all the parts and services included within the perimeter of this Contract will be supplied.
- 1.12 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all 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 made available to COMPETITORS in relation to the PRODUCT; and
- any other matter which affects or may have an effect, however minor, on sporting performance.

1.13 **PRIVATE TESTING** means private testing, if any, for the CHAMPIONSHIP.

1.14 **PRODUCT** means the complete hybrid system as such term is described in the SPECIFICATIONS and any other regulations applicable to the CHAMPIONSHIP.

1.15 **PROVIDER** means [•].

1.16 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.

1.17 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.

1.18 **SPECIFICATIONS** means the specification and requirements details applicable to the PRODUCT as provided in Appendix III.

1.19 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP, as published and amended by the FIA from time to time. The Sporting Regulations are available on the FIA website: www.fia.com.

1.20 **SUPPLY AGREEMENT** means any agreement, and all amendments thereto, between the PROVIDER and a COMPETITOR pursuant to which the PROVIDER shall supply the PRODUCT to the COMPETITOR.

1.21 **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.

1.22 **VALUABLE TECHNICAL DATA** means data associated with the characteristics of 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 – SPECIFICATIONS

IV – FIA STANDARDS OF CONDUCT FOR SUPPLIERS

V – QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE

APPENDIX I

PRICING FORM

The tenderer shall fill in the following Pricing Forms.

If the tenderer wishes to propose another financial proposal, it shall do it as an optional solution.

Sell Option with NRE upfront:

	Price in euros without VAT			
NRE				
	Prices in euros without VAT / ex Works			
Parts	2021	2022	2023	2024
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				
Safety lights and sound alarm				
Transportation box				
Charging unit				
Discharging conditioner				
	Repair prices in euros without VAT			
Parts	2021	2022	2023	2024
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				

Sell Option with NRE spread over part price:

	Price in euros without VAT			
NRE				
	Prices in euros without VAT / ex Works			
Parts	2021	2022	2023	2024
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				
Safety lights and sound alarm				
Transportation box				
Charging unit				
Discharging conditioner				
	Repair prices in euros without VAT			

Parts	2021	2022	2023	2024
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				

Lease Option with NRE upfront and air freight:

	Price in euros without VAT			
NRE				
	Prices of lease per km in euros			
Parts	2021	2022	2023	2024
Complete Hybrid system including transportation box				
	Repair prices in euros without VAT			
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				
	Unit prices in euros without VAT ex Works			
Safety lights and sound alarm				
Charging unit				
Discharging conditioner				

Lease Option with NRE upfront and sea freight:

	Price in euros without VAT			
NRE				
	Prices of lease per km in euros			
Parts	2021	2022	2023	2024
Complete Hybrid system including transportation box				
	Repair prices in euros without VAT			
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				
	Unit prices in euros without VAT ex Works			
Safety lights and sound alarm				
Charging unit				
Discharging conditioner				

Lease Option with NRE spread over part prices and air freight:

Parts	Prices of lease per km in euros			
	2021	2022	2023	2024
Complete Hybrid system including transportation box				
	Repair prices in euros without VAT			
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				
	Unit prices in euros without VAT ex Works			
Safety lights and sound alarm				
Charging unit				
Discharging conditioner				

Lease Option with NRE spread over part prices and sea freight:

Parts	Prices of lease per km in euros			
	2021	2022	2023	2024
Complete Hybrid system including transportation box				
	Repair prices in euros without VAT			
Complete Hybrid system				
ES				
MGUK				
Inverter				
Internal wiring				
	Unit prices in euros without VAT ex Works			
Safety lights and sound alarm				
Charging unit				
Discharging conditioner				

APPENDIX II

INDEXATION FORMULA

Concerning seasons 2023 and 2024 of the CHAMPIONSHIP, the prices charged to the COMPETITORS shall be the amount that equals the amount shown for season 2022 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

SPECIFICATIONS

WRC 2022 HYBRID SYSTEM SPECIFICATION AND REQUIREMENT DETAILS

DEFINITIONS:

- ES: Energy Store or also battery (Equivalent to RESS defined in Appendix J Art.251)
- MGUK: Electrical motor recuperating kinetic energy and capable of propelling the car
- ECU: Electronic Control Unit
- ZEV: Zero Emission Vehicle

TECHNICAL SPECIFICATIONS:

Performance :

- 100 kW parallel hybrid system. 100 kW is a target of power measured at the ES output. This power target must be available on the widest possible SOC and temperature range. Details to be given in tender.
- Capable of full electric mode in a city (low speed, low acceleration). Sizing to be based on WLTC Cycle Class 3 Version 5 (details can be found in Appendix to this document).
- ES size must be optimised with a usable energy to be over 2 kWh over the complete life of the ES.
- Total mass of the complete hybrid system to be maximum 80 kg.
- System perimeter (Supply and Weight) can be found in the Appendix to this document.

Installation:

- ES to be positioned behind the driver, inside the safety cage. An example of the expected vibration levels can be found in the Appendix.
- Ideally, complete hybrid system to be encapsulated in a protective box. The complete hybrid system must lie within the volume defined in the Appendix.
- MGUK positioned close to the centre of the car connected to drivetrain in P3 or P4 position.
- The provider must include one mandatory FIA sensor fitted on the DC bus and measure the total power supplied to the motor(s). It must take into account the capacity to change it on the track in case of failure. This sensor will be linked to the FIA logger through a CAN line. The cost of any sensor change will be covered by the provider.
- Highest possible safety: Safety to be worked in close collaboration with FIA:
 - The complete hybrid system should withstand, without any insulation failure, the deceleration profile detailed in the Appendix
 - ES must be IP66 rated
 - ES must stay safe during and after immersion in water (5m depth) for at least 5 minutes
 - The complete hybrid system must be IP66 rated with an IP66K rating from underneath (Protection from high pressure water jets coming from under the car)
 - The complete hybrid system must have fire retardance capability to an UL94 V0 certification level
 - Safety measures (lights, procedure) to be put in place (and described in the bid)
 - The complete system must be designed in accordance with appendix J article 253

Power Management:

- Torque request management to be achieved by competitor ECU using an FIA homologated software based on strict, fair and equitable guidelines. Homologated software will impose a simple torque management

with constant recovery torque on braking and an “as soon as possible” release when driver requests positive torque. The torque request will be sent by CAN to the BMS and the inverter.

- ECU will be authorised to request battery charging to 100% during road section in order to prepare ZEV mode or start of next stage.
- Torque request from ECU to be managed by hybrid system using a standard software protected from teams’ access.
- In order to guarantee fairness between competitors, the BMS must include a thermal model that make all battery packs behave the same way to the same stimuli.
- Software to check conformity of BMS and inverter softwares and calibrations must be delivered to FIA. Or a locking process for these parts.
- An internal logger inside the battery must be able to store data for at least 3 events. Poll data at cell level below 1s.
- All data must be encrypted. A downloading tool should be available to the teams, but without having access to it, in order to be able to send data by to the PROVIDER from any track, for diagnosis purpose.
- A system must be in place to oblige teams to download data regularly (Ideally each week).
- A GPS chipset must be included inside the battery to be able to locate the battery usage

Transportation:

- The tenderer must take care that the product is able to be transported by road, sea and air with all the regulations of the different administrations. It is the responsibility of the tenderer to stay informed regarding any changes to the transportation regulations and to adapt its product if needed. The tenderer can propose a system that reduces the maximum potential voltage during transportation (module).
- At the very least, the system needs to go through UN certification. A casing must be proposed following UN certification.

Option:

- Plug-in capability for low rate recharge (Must be proposed but to be quoted as an option)

HYBRID SYSTEM MANAGEMENT:

- MAIN TARGETS: SAFETY and LOWEST POSSIBLE TOTAL COST OVER THE CONTRACT DURATION.
- Expected Test and race mileage: See Appendixes to this document.
- Supply Hypothesis: 4 manufacturers with 1 test car and 3 race cars each.
- Single supply must include:
 - Supply of all parts listed in the supply perimeter
 - Dedicated support for 50 days of test per manufacturer in 2021
 - General support on race events in 2022/23/24
- Ideally durability of the hybrid system should be 1 season without reconditioning.
- The supply of the hybrid system to the competitors can be either by way of purchase or lease. Both options shall be offered. FIA will choose at its sole discretion the preferred option.
- In case of Lease, supplier must take care of spare parts and supply must include availability on site of competitions of enough quantity of spares. Transportation of these spares is the duty of the supplier.
- NRE costs (including development costs) to be either paid up front or included in the parts lease price. Both options must be detailed.

- In all cases supplier must detail the planned management with planned quantity of parts and spares.
- The price of the Product may not exceed (excluding NRE, support and spares):
 - Complete system first year: 150 kEUR per season (excl. VAT)
 - Complete system 2nd and 3rd year: 100 kEUR per season (excl. VAT)
- Information to deliver to car manufacturer for any equipment parts of the tender perimeter:
 - * User manual
 - * Safety manual
 - * Failure reports
 - * Event reports

TIMING:

- 10 April 2020: Basic Spec of system (Cooling requirements, base volume and mass)
- 15 June 2020: CAD definition and Spec of the system
- 4 January 2021: 1st parts available for testing (4 to 8 complete systems minimum)
- XX: Race parts order deadline. It must be after 31 July 2021
- 1 November 2021: First race parts to be available

EXPECTED INFORMATION IN BID:

- Details of the company including:
 - History
 - Experience
 - Financial capabilities to handle this supply
- List of the activities that the tenderer would intend to subcontract within the context of the supply.
- Technical details of the proposed solution including:
 - Safety including a complete FMEA
 - Performance
 - Durability
- Details of the solutions put in place to meet the deceleration criteria. Should the criteria not fully been met, details of the achieved level of deceleration must be provided.
- Details of the consequences of potential failures. This should include advice regarding the need (or not) for a MGUK to car transmission disconnect system.
- Details of proposed hybrid system management strategies: ZEV mode and in-stage.
- Details of proposed economic model including:
 - Sell and Lease models
 - NRE up front or spread models for both lease and sell models
 - Planned management of parts and spares for lease model with two scenarios to be studied for the ES (or complete Hybrid system):
 - Scenario 1, one ES (or complete Hybrid system) moved by air to each event.
 - Scenario 2, multiple ES (or complete Hybrid system) moved by sea.
 - Cost of support (Tests and races)
 - Supply lead time
- Details of the commitments, actions, credibility and experience in favour of a more sustainable motorsport and mobility.
- Details of steps taken and efforts made to allow the transfer of hybrid system technology developments between competition vehicles and ordinary vehicles.
- Race parts order deadline.

APPENDIX TO SPECIFICATIONS

SUPPLY AND WEIGHT PERIMETER

By “Complete Hybrid System” we consider the following supply, weight and “enclosure” perimeter:

- ES
- ES enclosure allowing to withstand the deceleration profile and IP rating.
- All Safety items including BMS
- MGUK
- Inverter
- Wiring between all hybrid system components
- Complete system enclosure box
- ECU connections
- Cooling connections

In addition the supplier must supply:

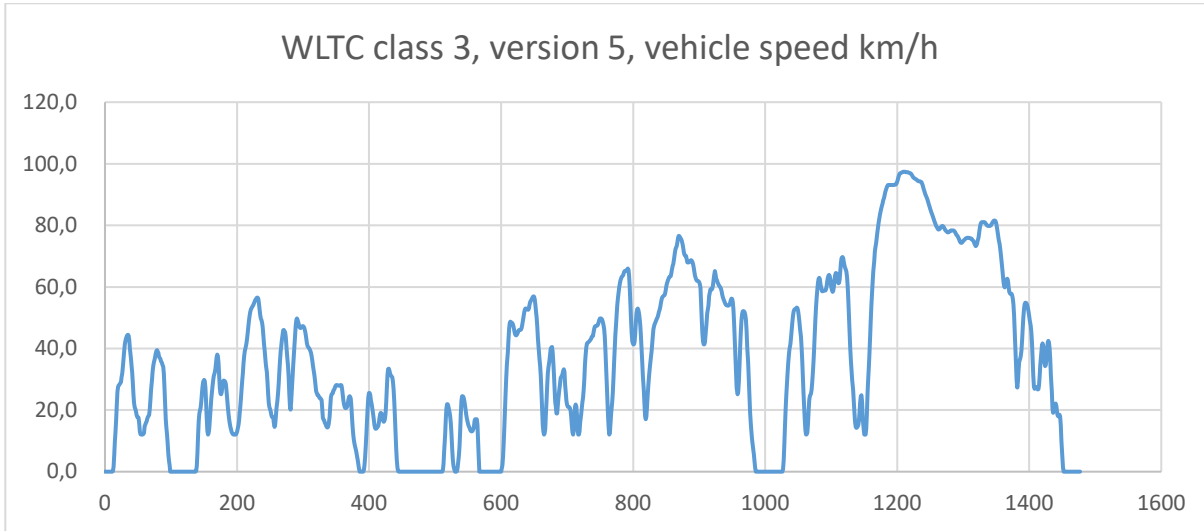
- Safety lights and sound alarm
- Transportation box
- Charging unit
- Discharging conditioner. Conditioner should be able be used while system is fitted in the car or outside the car.

The complete set of parts listed in the two paragraphs above are referred to as “Full Product package”.

It excludes:

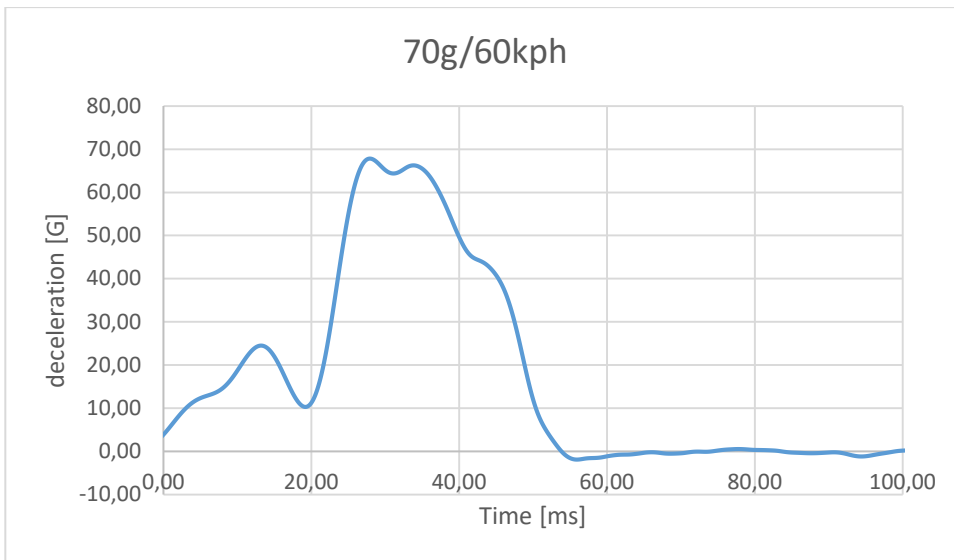
- Transmission from MGUK to car
- Cooling piping from hybrid system connections to heat exchangers
- Heat exchangers
- Torque request management unit and associated softwares as it is done in the ECU

WLTC class 3, version 5 cycle



WLTC_Cycle.xlsx

DECELERATION PROFILE



70g-60kph pulse.xlsx

VIBRATION LEVELS

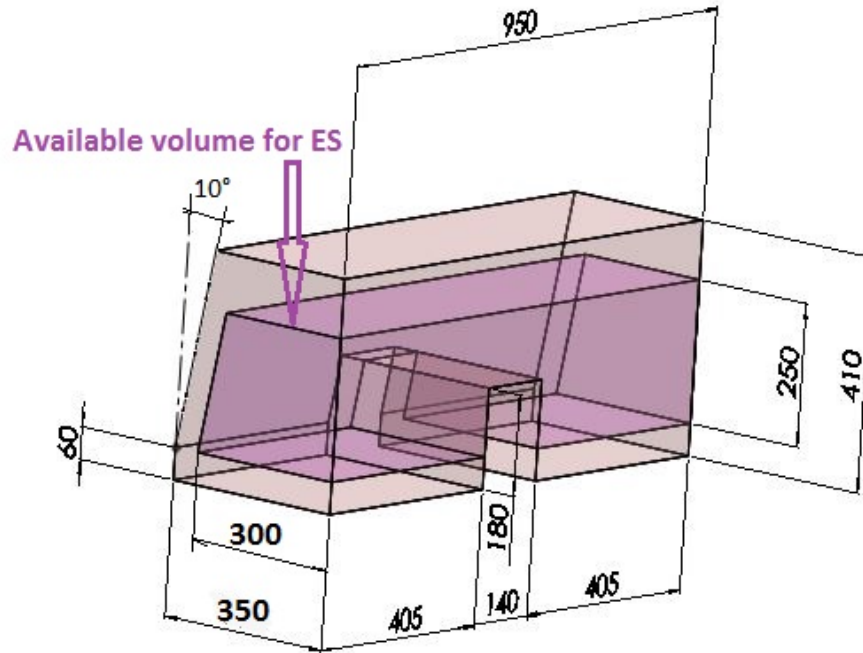
Example of typical vibration levels:



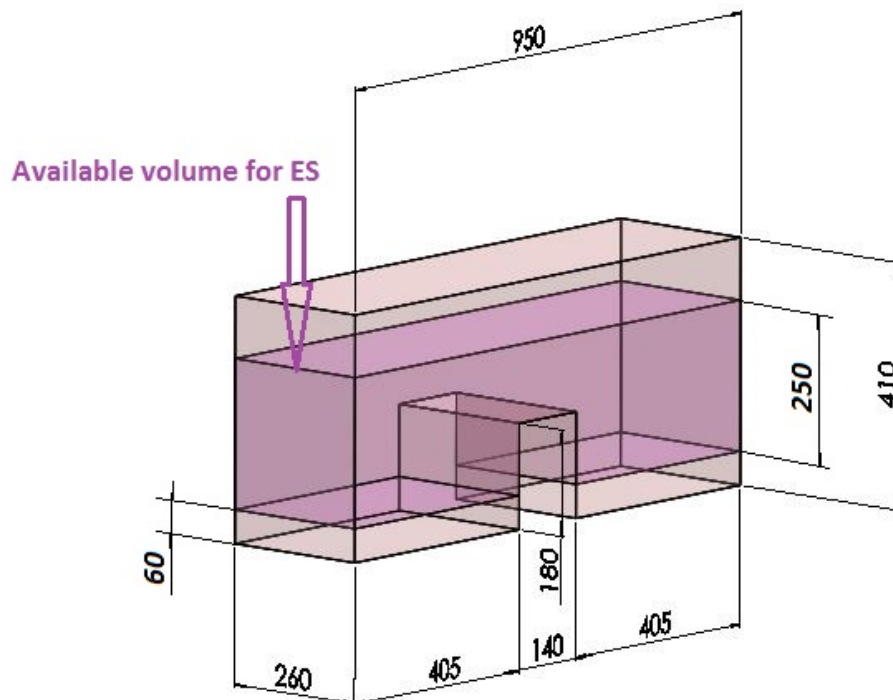
Vibration_Data.7z

VOLUME

In case of a P3 installation, the complete hybrid system must lie within the following volume:



In case of a P4 installation, the complete hybrid system must lie within the following volume:



**EXPECTED MILEAGE
DURING TEST AND RACE SEASONS**

2021 TEST SEASON: Equivalent to 5000 km of stages

2022/23/24 TEST SEASON: Equivalent to 10000 km of stages

2022/23/24 RACE SEASON: 5000 km of Stages and 12000 km of road sections per car

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

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.

¹ ethics-committee@fia.com

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

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

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

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

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

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

5 - BUSINESS INTEGRITY

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

Corruption and Bribery

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

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

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

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

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

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

Gifts and Entertainment

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

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

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

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

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

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

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

6 - CONFLICTS OF INTEREST

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

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

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

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

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

7 - FAIR COMPETITION AND ANTITRUST

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

8 - TRADE COMPLIANCE

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

9 - MONEY LAUNDERING AND INSIDER TRADING

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

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

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

10 - ACCURACY OF BUSINESS RECORDS

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

11 - CONFIDENTIAL INFORMATION

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

12 - DATA PRIVACY

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

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

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

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

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

13 - CONDUCT TOWARDS GOVERNMENTS AND PRIVATE ORGANISATIONS

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

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

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

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

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

APPENDIX V

QUESTIONNAIRE COMPLIANCE – DUE DILIGENCE



QUESTIONNAIRE

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



Compliance – Due Diligence Policy

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



High Risk Countries

- Syria
- Cuba
- Sudan
- Iran
- North Korea

Offshore Financial Centers

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

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