



INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The Fédération Internationale de l'Automobile ("FIA") is the governing body for world motor sport and the federation of the world's leading motoring organisations.

The Automobile Club de l'Ouest ("ACO") is a partner of the FIA within the framework of the FIA World Endurance Championship ("FIA WEC") and the founder and owner of the Le Mans 24 Hours, the European Le Mans Series ("ELMS") and the Asian Le Mans Series ("ALMS").

The International Motor Sports Association ("IMSA") is a partner of the ACO and organizer of their respective championships.

The purpose of this tendering procedure is to select an exclusive supplier whose task will be to ensure the production and delivery of the LMP2 global powertrain units and car electronics (together the "Product") for the 2028, 2029, 2030, 2031 and 2032 seasons of the following Championships, Series and Competitions in the LMP2 category (together the "Championships") – subject to eligibility under applicable regulations:

- the FIA WEC, including the Le Mans 24 Hours;
- the ELMS;
- the ALMS;
- the IMSA championships (subject to dedicated contract between the IMSA and the selected tenderer).

Interested parties are hereby invited to tender to become the exclusive supplier of the Products for the 2028, 2029, 2030, 2031 and 2032 seasons of the Championships. Please note that the related contract may be extended over the nominal period for reasons related to the regulatory stability of the Championships. The bidders must therefore be able to guarantee parts availability for a minimum period of 10 years.

The selected tenderer will be invited to enter into a contract that will establish the terms of the tenderer's appointment as exclusive supplier. The exclusive supplier will supply the Products directly to the Competitors 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".

Tenderers are made aware that a separate tendering procedure will be launched shortly for the supply of the chassis for the Championships. Tenderers are free to submit their bids for both tenders, but it is hereby specified that the tenderer selected for the supply of the LMP2 global powertrain units and car electronics will not be eligible to be selected for the supply of the chassis, and vice versa. By submitting a bid for both tenders, tenderers acknowledge and agree that either of their bids may be selected.

The FIA and the ACO reserve the right at any time, without giving reasons therefore and at their 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 and the ACO reserve the right, without giving reasons therefore and at their 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 March 2025
Tender submission date:	30 April 2025
Notification of final decision:	10 June 2025

ADDITIONAL REQUIREMENTS

1. CRITERIA

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

2. TECHNICAL INFORMATION

Tenderers are invited to fill in the attached Excel document entitled “LMP2 Powertrain and Electronics Specifications 2028-2032” as per Appendix I.

3. PRICING INDICATION

For the supply of LMP2 global powertrain units and car electronics, both lease and buy solutions can be proposed, as further detailed in Appendix II.

A running hour is calculated based on the mileage with an average speed of the running car of 180 kph on all tracks. When the car is not moving, the time is not counted.

If the tenderer is unable to meet the mentioned targets, other proposed prices will still be considered.

4. SUSTAINABILITY

Tenderers are invited to:

- Fill in their commitments to sustainability as per Appendix III; and
- Take note of Special Condition 6 (Sustainability) of the draft Contract below regarding their sustainability obligations.

5. MARKETING

Tenderers are invited to contact the Promoter of the Championships with regard to the acquisition of commercial rights in connection with the Championships (except IMSA championships that will be subject to a dedicated contract between the IMSA and the selected tenderer). To that end, a presentation will be 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 person to contact is:

Marius LOUVET

Le Mans Endurance Management

Email: m.louvet@fiawec.com

6. DUE DILIGENCE

In the context of this invitation to tender, tenderers are also invited to fill in the “Questionnaire for Standard Due Diligence” attached in Appendix VI.

The FIA and the ACO reserve 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 LMP2 GLOBAL
POWERTRAIN UNITS AND CAR ELECTRONICS
IN THE 2028, 2029, 2030, 2031 and 2032 FIA AND ACO
CHAMPIONSHIPS

BETWEEN

FEDERATION INTERNATIONALE DE L'AUTOMOBILE

Place de la Concorde 8
75008 Paris
France

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

AND

AUTOMOBILE CLUB DE L'OUEST

Circuit des 24 heures, CS21928
72019 Le Mans Cedex 2
France

Hereinafter referred to as the "**ACO**"

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 recognized 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 recognized by its members as the sole authority having the sporting power with the right to organize international FIA championships, including the FIA World Endurance Championship ("FIA WEC").
- (C) The ACO is a partner of the FIA within the framework of the FIA WEC, and the founder and owner of the Le Mans 24 Hours, the European Le Mans Series ("ELMS") and the Asian Le Mans Series ("AsLMS").
- (D) The FIA/ACO will publish the GOVERNING RULES annually.
- (E) The FIA/ACO have determined that the interests of the CHAMPIONSHIPS require that a single supplier of the PRODUCT should be appointed for a limited term.
- (F) It is intended that the FIA/ACO 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 CHAMPIONSHIPS for the term set out herein.

1. APPOINTMENT AND SUPPLY

- 1.1 The FIA/ACO hereby appoint the PROVIDER to be the exclusive supplier of the PRODUCT to the COMPETITORS for the CHAMPIONSHIPS and the PROVIDER hereby accepts this appointment and agrees to supply the PRODUCT to the COMPETITORS for the CHAMPIONSHIPS 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 fit for purpose and compliant with APPLICABLE LAWS, the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS.

2. RELATIONS BETWEEN THE PROVIDER AND THE COMPETITORS

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

- 2.3 All SUPPLY AGREEMENTS shall be fully compliant with the PRINCIPLES OF SPORTING EQUALITY, the CONTRACT, the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS.
- 2.4 Each SUPPLY AGREEMENT requiring a COMPETITOR to purchase the PRODUCT for use at more than one COMPETITION shall include a clause permitting the COMPETITOR and/or PROVIDER to terminate the SUPPLY AGREEMENT without a penalty of any kind in the event of expiry or earlier termination of the CONTRACT.
- 2.5 If requested by the FIA/ACO, 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/ACO, 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/ACO from reviewing relevant agreements or carrying out their regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.6 The FIA/ACO may request amendments to a SUPPLY AGREEMENT if they consider 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/ACO'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/ACO, which shall make a determination in this regard. Where such a determination is made by the FIA/ACO, 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/ACO's other rights, the PROVIDER shall indemnify and hold harmless the FIA/ACO from and against any claims, demands, costs and damages (including reasonable attorney fees) arising as a direct result of the PROVIDER's:
- (a) failure to supply the PRODUCT of the requisite quantity;
 - (b) failure to supply the PRODUCT of the requisite quality;
 - (c) negligence in the supply of the PRODUCT;
 - (d) infringement of any third party's intellectual property rights by the PRODUCT; or
 - (e) any other default in the supply of the PRODUCT.

- 3.2 The PROVIDER represents and warrants that it is in a position to meet any liability that may arise under GENERAL CONDITION 3.1 above and hereby covenants to maintain such position for the period of time during which the PROVIDER may be liable.
- 3.3 Notwithstanding GENERAL CONDITIONS 3.1 and 3.2 above, the PROVIDER shall produce an attestation certifying that an insurance policy (including but not limited to public liability, product liability, professional indemnity and employer's liability) has been contracted in its name with a top-ranking international insurance company for covering its liability as PROVIDER under this CONTRACT and the SUPPLY AGREEMENTS.
- 3.4 The FIA and the ACO are each solely and severally responsible for their own championships (see above RECITALS letters B and C). The liability of each of the FIA and the ACO for their obligations under this CONTRACT shall be several and shall extend only to any loss or damage arising out of its own breach. For the avoidance of doubt, this CONTRACT does not give rise to any joint liability between the FIA and the ACO, and the PROVIDER shall have no claims or rights against the FIA as a result of a breach of this CONTRACT by the ACO, and no claims or rights against the ACO as a result of a breach of this CONTRACT by the FIA.

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/ACO represent and warrant that they have full power and authority to enter into and fully perform their obligations under the CONTRACT and the provisions of the CONTRACT, when executed, will constitute valid and binding obligations on the FIA/ACO in accordance with its terms.

5. TERMINATION

- 5.1 Notwithstanding any other provision hereof, either party (it being specified that the FIA and the ACO shall act jointly) 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 CHAMPIONSHIPS and the conditions set forth therein shall have binding force and prevail among the parties to the CONTRACT.
- 6.2 The CONTRACT shall in principle be interpreted in a manner that gives effect to the provisions of the GOVERNING RULES, the intention of the parties being to construe the provisions of the CONTRACT in the context of the more general framework of the GOVERNING RULES.
- 6.3 The PROVIDER acknowledges that the TECHNICAL SPECIFICATIONS and GOVERNING RULES are subject to amendment by the FIA/ACO 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/ACO may take decisions regarding the supply of the PRODUCT, this CONTRACT and any obligations accruing from the GOVERNING RULES through whatever structure they deem appropriate, including through their disciplinary structures. The PROVIDER hereby accepts any such decisions and agrees that it shall not challenge the competence of any FIA/ACO disciplinary body acting in accordance with the GOVERNING RULES.

7. EVENT CANCELLATION/POSTPONEMENT

- 7.1 The PROVIDER acknowledges that any CHAMPIONSHIP(s) or any COMPETITION(s) in any season may be cancelled or postponed.
- 7.2 If any CHAMPIONSHIP(s) or any COMPETITION(s) are cancelled or postponed in any season for any reason, the PROVIDER acknowledges and agrees that it shall not be required to (and shall not) supply any PRODUCT in respect of such cancelled or postponed CHAMPIONSHIP(s) or COMPETITION(s), save that, if any COMPETITION(s) is rescheduled for a different date, the PROVIDER shall, unless otherwise stipulated by the FIA, supply the PRODUCT, in accordance with the CONTRACT, in connection with any such rescheduled COMPETITION(s) on the new date(s) at no additional cost to the FIA/ACO or the COMPETITORS.
- 7.3 The PROVIDER shall have no right to (and shall not purport to) terminate the CONTRACT or the SUPPLY AGREEMENTS as a result of the cancellation or postponement of any CHAMPIONSHIP(s) or any COMPETITION(s) in any season, or to claim or receive any payment from the FIA/ACO or the COMPETITORS of any fees, costs or expenses in respect of PRODUCT which is not supplied as a result of, or compensation from the FIA/ACO for any damages, costs, loss or other consequences arising in connection with the cancellation or postponement of any CHAMPIONSHIP(s) or any COMPETITION(s) in any season.
- 7.4 The PROVIDER shall ensure that the terms of each SUPPLY AGREEMENT shall be

consistent with the terms of this GENERAL CONDITION 7.

8. CONFIDENTIAL INFORMATION and COMMUNICATION

- 8.1 Each party (including its affiliates, employees, subcontractors and/or any other third party it may engage for the performance of the CONTRACT) shall treat as confidential all information ("Confidential Information") communicated by the other party or related to this CONTRACT (unless in the public domain or communicated to a party (i) prior to entry into the CONTRACT; or (ii) after entry into the CONTRACT by a third person who communicates it without breaching any obligation of confidentiality of theirs), including the terms of the CONTRACT. Such information shall not be disclosed to any unauthorized third party (unless imposed by law, court or regulatory body of competent jurisdiction). The confidentiality obligation shall continue for 5 years after the end of the CONTRACT.
- 8.2 Disclosure of Confidential Information to any third party (other than as permitted by GENERAL CONDITION 8.1) shall be permissible only with the prior written consent of the other party.
- 8.3 Each party may communicate Confidential Information to its affiliates, employees, subcontractors and/or any other third party it may engage for the performance of the CONTRACT, only to the extent necessary to fulfil the CONTRACT, only on a strict "need to know" basis and only under the condition such recipients of Confidential Information are bound by a confidentiality obligation equivalent to the obligations the parties have under this GENERAL CONDITION 8.
- 8.4 The PROVIDER (including its affiliates, employees, subcontractors and/or any other third party it may engage for the performance of the CONTRACT) shall not, without the prior express written approval of the FIA/ACO (acting jointly), which may be given or withheld in the FIA/ACO's absolute discretion:
- (a) make any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise) relating to the CONTRACT and/or the FIA/ACO;
 - (b) use (or cause or permit to be used) the name of the FIA or any trade name, title, trademark or service mark, brand imagery or logo belonging to the FIA/ACO, in particular in any form of public announcement, press release or similar (including in marketing/promotional materials, on websites/social media platforms or otherwise).
- 8.5 In case the FIA/ACO (acting jointly) give their written consent to the use of its name by the PROVIDER, and unless otherwise agreed in writing, any reference by the PROVIDER to the FIA/ACO as a client shall be confined to the inclusion of the FIA/ACO's name (i.e. "Fédération Internationale de l'Automobile" or "FIA" only in verbal form - NO LOGO, or "Automobile Club de l'Ouest" or "ACO" only in verbal form - NO LOGO) in a list of reference in alphabetical order, with no prominence.

9. GOVERNING LAW AND LANGUAGE

- 9.1 The language that shall prevail for the interpretation of the CONTRACT shall be English and the CONTRACT and all documents connected with the CONTRACT shall be written in English. In the event of any conflict between the language of the CONTRACT and

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

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

10. GENERAL

- 10.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing the solvency of a COMPETITOR. The FIA/ACO are not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the FIA/ACO shall not be liable for a failure by any COMPETITOR to satisfy the terms of a SUPPLY AGREEMENT.
- 10.2 No delay or omission or failure to exercise any right or remedy provided herein shall be deemed to be a waiver thereof.
- 10.3 The CONTRACT shall be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The PROVIDER shall not be entitled to assign or sub-contract its rights or obligations under the CONTRACT in whole or in part without the prior written consent of the FIA/ACO (acting jointly). In case of sub-contracting, the PROVIDER remains fully liable for the performance of any part of this Contract and any damages caused by its sub-contractors.
- 10.4 Any notice to be given under the CONTRACT shall be given in writing delivered to the other party by any one or more of the following methods:
- (a) personal delivery to one of its corporate officers, in which case notice shall be treated as having been given at the time of such personal delivery;
 - (b) first class registered post or courier delivery service (such as DHL or UPS) to the address mentioned above (or such other address as may be notified to the other party in writing from time to time), in which case notice shall be treated as having been given on the date of actual receipt at that address (or on the next local business day if delivered on a local non-business day or after 4.00 p.m. local time on a local business day), which shall rebuttably be presumed to be the second local business day after posting.
- 10.5 Nothing in this CONTRACT is intended to or shall operate to create a partnership between the parties, or authorise a party to act as agent for any other party, and none of the parties shall have the authority to act in the name or on behalf of or otherwise to bind any other party in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 10.6 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by all the parties.
- 10.7 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.
- 10.8 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.
- 10.9 GENERAL CONDITIONS 3, 4, 6, 8, 9 and 10 shall survive expiry or termination of the CONTRACT for any reason (but shall terminate at the time expressly provided in the relevant GENERAL CONDITION, if any).

PART 2 - SPECIAL CONDITIONS

1. SUPPLY OF THE PRODUCT

- 1.1 The PROVIDER shall supply the PRODUCT and associated services and spare parts in such quantities as is required for each COMPETITOR at each:
 - (a) COMPETITION (the calendar of each season of the CHAMPIONSHIPS will be available on the FIA/ACO websites); and
 - (b) OFFICIAL TESTING;
 - (c) private testing.
- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIPS and strictly comply with the TECHNICAL SPECIFICATIONS detailed in APPENDIX I.
- 1.3 The FIA/ACO do not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.
- 1.4 The PROVIDER shall draw up and make available to the FIA/ACO a record of PRODUCTS supplied which may be consulted at any time by the FIA/ACO.
- 1.5 All PRODUCTS supplied must be suitable for use at all times during the COMPETITIONS.
- 1.6 The PROVIDER shall deliver on track support to any OFFICIAL TESTING and COMPETITION, and on specific demand by the FIA/ACO for other events.
- 1.7 The PROVIDER undertakes to report to the FIA/ACO any issues with the PRODUCT, the COMPETITOR concerned, and the results of any associated investigations.
- 1.8 The PROVIDER is responsible for reclaiming used PRODUCT.
- 1.9 If requested by the FIA, the PROVIDER shall work in close collaboration with the FIA and/or any designated third-party supplier to enable the proper performance of this CONTRACT.
- 1.10 In the event that the PRODUCT and/or associated services do not comply with the terms of this CONTRACT, the PROVIDER shall, at its own expense, carry out all necessary measures to remedy such non-compliance, including modification, upgrade or additional testing, within the reasonable time limit fixed by the FIA/ACO (acting jointly). In the event that such non-compliance is not remedied by the PROVIDER within the fixed time limit, the FIA/ACO (acting jointly) may, at their sole discretion, without prejudice to the PROVIDER's obligations under this CONTRACT and to any other rights the FIA/ACO may have in such circumstances: (i) request from the PROVIDER any appropriate and reasonable changes to the supply conditions of the PRODUCT and/or associated services; and/or (ii) request the PROVIDER to appear before any FIA/ACO body and to provide it with all useful explanations, and the PROVIDER shall comply with any such requests.

2. DELIVERY OF THE PRODUCT

- 2.1 The PROVIDER shall ensure the transportation and delivery of the PRODUCT to the site of each COMPETITION and, when required, OFFICIAL TESTING at its own expense and shall provide all necessary personnel and equipment at each COMPETITION and, when required, TEST DAY to distribute such PRODUCT to the COMPETITORS.
- 2.2 The PROVIDER alone shall take care of all administrative tasks related to the transport of the PRODUCT (including customs obligations) on the site of each COMPETITION.
- 2.3 The PROVIDER shall be present on-site by 9 a.m. on the day before scrutineering until the official classification has been published on the final day of running.
- 2.4 The PROVIDER shall ensure that representatives of the PROVIDER are present on-site throughout the duration of each COMPETITION and, in addition, shall ensure that there shall be at least one appropriately qualified and senior representative of the PROVIDER available on-site throughout the duration of each COMPETITION.
- 2.5 The PRODUCT must be available for the CHASSIS MANUFACTURERS by early September 2026 and for all the COMPETITORS entered in the COMPETITIONS on 1 September 2027 at the latest. The PRODUCT must not be supplied to anyone other than the FIA/ACO before that date.

3. MANUFACTURING CONDITIONS OF THE PRODUCT AND TECHNICAL CONTROL

- 3.1 The PROVIDER shall provide to the FIA/ACO a detailed technical study of the PRODUCT, for the approval of the FIA/ACO ENGINEER (acting jointly). 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/ACO a detailed technical study of the amended PRODUCT to be supplied pursuant to the CONTRACT to take account of such amendment.
- 3.2 The PROVIDER shall make such modifications to the PRODUCT at its own costs, to be supplied pursuant to the CONTRACT as the FIA/ACO ENGINEER (acting jointly) may require.
- 3.3 The PROVIDER shall not make any change to the PRODUCT during the CONTRACT without the express prior written agreement from the FIA/ACO (acting jointly).
- 3.4 Technical checks may be carried out 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 or at the PROVIDER'S test facility (or as otherwise specified by the FIA/ACO) under the authority of the FIA/ACO ENGINEER.

4. PRICING OF THE PRODUCT

- 4.1 The price of the PRODUCT and associated services supplied pursuant to the CONTRACT at the site of each COMPETITION and, when required, at the site of each OFFICIAL TESTING shall be as further detailed on the PRICING FORM (APPENDIX II), which amount shall be exclusive of any applicable VAT (or equivalent sales tax) but inclusive of all other taxes and charges, and which amount shall not be increased for

any reason except in accordance with SPECIAL CONDITION 4.4.

- 4.2 The price of the PRODUCT supplied pursuant to the CONTRACT for private testing shall be an amount equal to the price of the PRODUCT supplied pursuant to the CONTRACT at the site of the COMPETITION: (i) less an amount equal to the cost of delivery of the PRODUCT supplied pursuant to the CONTRACT to the COMPETITIONS; and (ii) plus an amount equal to the cost of delivery of the PRODUCT supplied pursuant to the CONTRACT at the location agreed by the PROVIDER and the COMPETITOR.
- 4.3 VAT (value added tax) shall not be charged to those COMPETITORS that are exempt from VAT and that have supplied proof of such exemption to the PROVIDER.
- 4.4 The price stated in SPECIAL CONDITION 4.1 may be adjusted for the 2029 season of the CHAMPIONSHIPS and onwards in accordance with the indexation formula provided in APPENDIX II.

5 INTELLECTUAL PROPERTY

- 5.1 The FIA and ACO remain at all times the owners of the intellectual property rights contained in the TECHNICAL SPECIFICATIONS.
- 5.2 The PROVIDER shall supply the FIA/ACO with the requested VALUABLE TECHNICAL DATA (in form of documentation, technical specifications, etc.) that the FIA/ACO deem appropriate (including but not limited to data mentioned in the TECHNICAL SPECIFICATIONS). This includes the right for the FIA/ACO to access any logging data during bench, track testing and the COMPETITIONS.
- 5.3 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/ACO without the FIA/ACO's express prior written approval.
- 5.4 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, trademark, service mark, copyright, right of confidence or know-how.

6 SUSTAINABILITY

- 6.1 The PROVIDER shall adhere to the FIA Environmental Strategy (see <https://www.fia.com/multimedia/publication/fia-environmental-strategy-2020-2030>), and obtain ISO 14001 certification and FIA Environmental Accreditation at a 3-star level during the term of the contract (see <https://www.fia.com/environmental-accreditation-programme>).
- 6.2 The PROVIDER shall comply with its commitments to sustainability as set out in the APPENDICES.
- 6.3 The PROVIDER shall provide a report on ethical and sustainable mining for any rare or mined materials or provide of re-used recycled mining materials (nor man mined) prior to the commencement of supply under this CONTRACT.

- 6.4 The PROVIDER agrees that the shipment of raw materials and delivery of final PRODUCT to competitors under this CONTRACT shall be done via sea, road, or rail freight only.
- 6.5 The PROVIDER shall provide evidence of Reusable Energy (RE) certificate for Scope 1 and 2 emissions at the manufacturing sites.
- 6.6 The PROVIDER is responsible for the management and cost of the end of life of the PRODUCT and shall provide a clear framework for the refurbishment strategy (reuse, remanufacture, recycle)
- 6.7 The PROVIDER shall provide a list of potential recycling vetted partners able to process components with best recovery ratio and minimum input energy required prior to the commencement of supply under this CONTRACT.

7 COMMERCIAL RIGHTS

- 7.1 The PROVIDER shall have no rights to brand the PRODUCT (white label) without first entering into a separate written agreement with the Promoter of the CHAMPIONSHIPS for the grant of these rights.
- 7.2 All marketing and association rights possibly granted to the PROVIDER in connection with the CHAMPIONSHIPS shall be dealt with in a separate agreement between the PROVIDER and the Promoter of the CHAMPIONSHIPS. In particular, the PROVIDER shall have no rights to refer to itself or authorize any third party to refer to the PROVIDER (whether in marketing/promotional materials, on websites/social media platforms or otherwise) as a supplier or service provider (or similar) to the CHAMPIONSHIPS without first entering into a separate written agreement with the Promoter of the CHAMPIONSHIPS for the grant of these rights.

PART 3 - DEFINITIONS

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

- 1.1 **APPENDICES** means the appendices set out at the end of the CONTRACT.
- 1.2 **APPLICABLE LAWS** means all laws, statutes, regulations, ordinances, orders, decrees, codes of practice, guidelines, directions, relevant industry, safety and ethical standards (including but not limited to health and safety, product design or construction/manufacturing) and any other applicable rules of the jurisdictions where the FIA and/or the PROVIDER and/or the COMPETITORS operate, and/or where the PRODUCT is supplied or used, regardless of the governing law of this CONTRACT.
- 1.3 **CHAMPIONSHIPS** means the 2028, 2029, 2030, 2031 and 2032 seasons of the following FIA and ACO Championships, Series and Competitions in the LMP2 category – subject to eligibility under applicable SPORTING REGULATIONS and TECHNICAL REGULATIONS:
- the FIA World Endurance Championship, including the Le Mans 24 Hours;
 - the European Le Mans Series;
 - the Asian Le Mans Series.

The PROVIDER acknowledges and agrees that at any time during the course of the CONTRACT, the FIA/ACO may include at their sole discretion in the CHAMPIONSHIPS, on written notice to the PROVIDER, additional types of cars and/or FIA/ACO Championships, Series and Competitions.

- 1.4 **CHASSIS MANUFACTURERS** means the chassis manufacturers that have been accepted by the FIA/ACO to take part in the CHAMPIONSHIPS.
- 1.5 **COMPETITION** means any race forming part of the CHAMPIONSHIPS. 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 under the terms of the International Sporting Code.
- 1.6 **COMPETITORS** means the racing teams that have been accepted by the FIA/ACO to take part in the COMPETITIONS of the CHAMPIONSHIPS.
- 1.7 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS, the DEFINITIONS and the APPENDICES. In case of contradiction between the elements of the CONTRACT, the GENERAL CONDITIONS, the SPECIAL CONDITIONS and the DEFINITIONS will prevail over the APPENDICES. In case of contradiction between the various APPENDICES, their order of priority will correspond to their numbering order.
- 1.8 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.9 **FIA/ACO ENGINEER** means the technician appointed by the FIA/ACO to carry out all technical checks and controls and to grant any necessary approval in relation to the development and production of the PRODUCT.
- 1.10 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.

- 1.11 **GOVERNING RULES** means:
- (a) the International Sporting Code of the FIA and the Appendices thereto;
 - (b) the SPORTING REGULATIONS applicable to the CHAMPIONSHIPS;
 - (c) the TECHNICAL REGULATIONS applicable to the CHAMPIONSHIPS;
 - (d) the FIA Code of Ethics;
 - (e) the Judicial and Disciplinary Rules;
 - (f) the FIA Standards of Conduct for Suppliers (APPENDIX IV);
 - (g) any other regulations applicable to the CHAMPIONSHIPS, to the extent disclosed in writing to the PROVIDER.
- 1.12 **PRICING FORM** means the pricing form provided at APPENDIX II stating the prices at which the PRODUCT and all the parts and services included within the perimeter of this CONTRACT will be supplied.
- 1.13 **PRINCIPLES OF SPORTING EQUALITY** means the equal treatment by the PROVIDER of all COMPETITORS with respect to:
- (a) anything which may affect the performance of the PRODUCT;
 - (b) the terms on which the PRODUCT is supplied;
 - (c) the support, access and information made available to COMPETITORS in relation to the PRODUCT; and
 - (d) any other matter which affects or may have an effect, however minor, on sporting performance.
- 1.14 **PRODUCT** means the global powertrain units and car electronics, as such words are described in the SPORTING REGULATIONS, the TECHNICAL REGULATIONS and the TECHNICAL SPECIFICATIONS.
- 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 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIPS as published and amended by the FIA/ACO from time to time. The Sporting Regulations of each CHAMPIONSHIP will be available through the standard communication channels.
- 1.19 **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.

- 1.20 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIPS as published and amended by the FIA/ACO from time to time. The Technical Regulations of each CHAMPIONSHIP will be available through the standard communication channels.
- 1.21 **TECHNICAL SPECIFICATIONS** means the technical requirements applicable to the PRODUCT as provided in APPENDIX I and as subsequently amended in accordance with this CONTRACT.
- 1.22 **OFFICIAL TESTING** means test days as defined in the SPORTING REGULATIONS.
- 1.23 **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 ACO:

In his/her capacity as:

In his/her capacity as:

In:

In:

On:

On:

Signed

On behalf of the PROVIDER:

In his/her capacity as:

In:

On:

APPENDICES

I – TECHNICAL SPECIFICATIONS

II – PRICING FORM

III – COMMITMENT TO SUSTAINABILITY

IV – FIA STANDARDS OF CONDUCT FOR SUPPLIERS

V – PROVIDER'S OFFER DATED [•]

VI – QUESTIONNAIRE FOR STANDARD DUE DILIGENCE

APPENDIX I

TECHNICAL SPECIFICATIONS

The TECHNICAL REGULATIONS require a single make global powertrain units and car electronics to be supplied to each Competitor. The global powertrain units and car electronics must achieve a closely matched performance from new, minimal performance degradation and high levels of durability for reasons of sporting equity. Furthermore, the global powertrain units and car electronics have to meet architectural constraints (such as weight, CoG height, and dimensions) and low levels of losses (for vehicle packaging matters) to achieve the levels of performance required from the combined engine and chassis package of the LMP2 car.

The object of this document is to set the headline specification requirements of the global powertrain units and car electronics, and to assess the implications of the offer specification on the performance of the car as a whole.

1. Tender perimeter

1.1 ENGINE

- Complete engine hardware
- Engine sensor kit
- Engine Loom
- Flywheel
- Turbocharger

1.2 ENGINE AUXILIARIES

- Oil tank and oil tank level sensor
- Throttle pedal sensor
- Ring gear
- Clutch
- Starter motor
- Alternator
- Complete exhaust including silencer – rear central exit (target < 100 dbA)

1.3 GEARBOX

- Bellhousing
- Complete gearbox hardware, including a unique set of gear ratios
- Gearshift actuator
- Gearbox loom and sensor kit
- Mechanical differential
- Autonomous clutch disengagement system

1.4 CAR ELECTRONICS

- Control Unit & Data Logger (ECU)
- Steering wheel
- Power control / power box
- Switch panel
- Regulatory control sensors
- Vehicle & engine sensors
- Powertrain loom
- Regulatory loom

2. Engine, Gearbox, Engine Control units (ECU) and Car Electronics specification

Tenderers are invited to fill in the attached Excel document entitled “LMP2 Powertrain and Electronics Specifications 2028-2032”.

This document defines the desired specifications for the engine, gearboxes, engine control units (ECU) and car electronics and aims at identifying the product’s current status regarding the specification and the supplier’s ability to meet the specification in time for supply. Tenderers are expected to fill in the following tables of the “LMP2 Powertrain and Electronics Specifications 2028-2032”:

- *“Offer specification”*: Specification already achieved or intended. Where specific values have been set as targets (e.g. power), state current offer specification. Where general specification information has been requested (e.g. CAD views for packaging assessment), please provide relevant information as an additional document pack.
- *“Current status versus target specification. Plan and timescale to achieve target specification”*: Extent to which specification has been already demonstrated, and if not already met, then what plans are in place to achieve the target and by when (e.g. if durability specification has not been demonstrated provide plans to achieve the required specification).

Offers will be evaluated even if not meeting all requirements. Tenderers are encouraged to provide any additional information regarding the product, the associated production and development processes that may assist the evaluation of the tender.

3. Supply requirements:

- 60 units for the cars competing in the Championship (average mileage per championship of 18,000 km). Those numbers are indicative and will depend on the number of customers entering each year in championships, series and competitions concerned by this tender.
- Between 4 and 10 spare engines and engine control units available at the beginning of each Competition or Official Testing. The number of engines to be brought will vary with the number of competitors attending the Competition.
- The Competitors are entitled to request engine performance dyno tests in between Competitions or Official Testing. In such case, the engine will be returned to the engine supplier’s test facility, tested under the supervision of an FIA/ACO technical delegate, and using the data logger designated by the FIA/ACO. If the engine performance is “in range”, the Competitors will have to pay for a fix dyno test fee. If the engine performance is “out of range”, the engine supplier will have to supply another engine to the Competitor and cover the logistics costs of the dyno test operation.

4. Track support:

- The supplier will organize at his own costs the track support (as the support is already included in the parts prices) at all Competitions and Official Testing (the presence and support of the supplier is required from the day before the running included and until the end of the running). It is understood that the supplier must be able to respond to the demand and must have on-site a minimum of 1 engineer and 1 technician for 5 cars with a minimum of 1 engineer and 1 technician per event.
- Technical support must be provided to the final users of the engine, gearboxes, engine control units (ECU) and car electronics. The supplier will be involved in any decision related to a potential misuse of the products.

- All products that are not operated as specified by the supplier will be removed from service and returned to the supplier for inspection / repairs. These services and/or repairs will be subject to invoices according to the Supply Agreement.

Each tenderer is required to:

1. Provide a complete technical dossier of the global powertrain units and car electronics it proposes.
2. Describe how it intends to manage the pool of global powertrain units and car electronics.
3. Provide the delivery deadline of the global powertrain units and car electronics further to an order (this deadline must not exceed 8 weeks);
4. Make available global powertrain units and car electronics for the tuning of each car by the chassis constructor as well as free-of-charge support for three days (per chassis constructor). The supply conditions for the chassis constructor shall be identical to those applicable for the competitors apart from the prepaid 30 hours of lease (in case of lease) which should not be applied in this situation;
5. Manufacture and supply to the FIA/ACO, free of charge, a silencer complying with the applicable regulations;
6. Provide free of charge to the FIA/ACO bench time to test the silencer specification;
7. Provide free of charge to the FIA/ACO four power bench tests per sporting season;
8. Give the FIA and the ACO access to all power checks data (before furniture / after official power tests...). Data to be logged using the FIA data logger with approved channels.
9. Explain how it will deal with the private testing, in particular on what basis it will calculate the time.

APPENDIX II

PRICING FORM

Both lease and buy solutions can be proposed, as indicated in the “LMP2 Powertrain and Electronics Specifications 2028-2032” Excel file. Several options can be submitted, considering that the most adapted business model will be selected. For each option, please indicate precisely what it includes (track support, consumables, etc.).

The prices below are to describe the costs for the 2028 Championships.

- In case of lease, the price of lease of the engine (as described in Appendix I, article 1.1) including engine control unit, should not exceed the target of €1,500 (one thousand five hundred euros) (excl. VAT) per running hour. In this case, the lease price (of max. €1,500) is all-inclusive (with support).
- In case of buy, the price will depend on:
 - the service life of the engine must be greater than 14,000 km before servicing. The cost of one engine (as described in Appendix I, article 1.1) including engine control unit, should not exceed the target of €1,750 (one thousand seven hundred fifty euros) (excl. VAT) per running hour all-inclusive (new parts, rebuilds and support); and
 - the service life of the transmission must be greater than 14,000 km before servicing. The cost of one transmission should not exceed the target of €550 (five hundred fifty euros) (excl. VAT) per running hour all-inclusive (new parts, rebuilds and support).

Whatever the option selected, the price shall be applicable throughout the term of this CONTRACT and shall not be increased for any reason, except in accordance with the indexation formula below.

In addition, all the prices must be in euros.

The tenderer is required to provide a clear and precise definition of the global powertrain units and car electronics perimeter including the price of the in and out perimeter.

	PRICE BEFORE TAX	PRICE INCLUSIVE OF ALL TAXES AND CHARGES
Engine delivered to the site of the competition/test day	€/h (if lease) € (if buy)	€/h (if lease) € (if buy)
Engine purchased directly from the manufacturer	€/h (if lease) € (if buy)	€/h (if lease) € (if buy)

Gearbox delivered to the site of the competition/test day	€/h (if lease) € (if buy)	€/h (if lease) € (if buy)
Gearbox purchased directly from the manufacturer (production site)	€/h (if lease) € (if buy)	€/h (if lease) € (if buy)
Car electronics delivered to the site of the competition/test day	€/h (if lease) € (if buy)	€/h (if lease) € (if buy)
Car electronics purchased directly from the manufacturer (production site)	€/h (if lease) € (if buy)	€/h (if lease) € (if buy)

The prices above shall be fixed and applicable to the 2028 season of the Championships, and shall not be increased for any reason. From the 2029 season onwards, the prices may be adjusted annually in accordance with the indexation formula below, subject to a maximum cap to be discussed in good faith between the FIA/ACO and the selected tenderer.

INDEXATION FORMULA

Concerning the 2029 season of the CHAMPIONSHIPS and onwards, the prices charged to COMPETITORS shall be the amount shown in the PRICING FORM, adjusted annually in accordance with the annual inflation rate (percent change in the average Consumer Price Index) for the G7 countries published by the International Monetary Fund (IMF) in October of the preceding year.

For the avoidance of doubt:

- The prices charged for season 2029 shall be the amount shown in the PRICING FORM, adjusted in accordance with the annual inflation rate for the G7 countries published by the IMF in October 2028;
- The prices charged for season 2030 shall be the amount charged for season 2029, adjusted in accordance with the annual inflation rate for the G7 countries published by the IMF in October 2029;
- The same mechanism applies for the following year(s).

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

APPENDIX III

COMMITMENT TO SUSTAINABILITY

As part of their commitment to sustainability, the FIA/ACO encourage responsible practices with respect to effective environmental management.

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

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

PRIORITY AREA	CLARIFICATION	EVIDENCE OF COMPLIANCE	COMMENTS
<i>CRITERIA APPLICABLE TO THE ORGANISATION</i>			
a) Sustainability in the organisation			
	Sustainable development is integrated into the tenderer organisation’s system: certified environmental management e.g. ISO 14001, ISO 2600 (efficient use of resources, reduction of waste, transport and travel policy, etc.), environmental/ESG policy, sustainable procurement policy, carbon footprint calculation, carbon neutrality commitment, reduction targets etc.		
b) Social responsibility			
The tenderer ensures that its products/services are delivered ethically. Notably, the tenderer guarantees the respect of:	Working conditions and social protection		
	Health and safety of employees, consumers, and users		
	Ethics and anticorruption		
	Equal opportunities and diversity		
	Social due diligence in the supply chain: human rights, prevention of discrimination, etc.		

PRIORITY AREA	CLARIFICATION	EVIDENCE OF COMPLIANCE	COMMENTS
CRITERIA APPLICABLE TO THE PRODUCTS - SUBJECT MATTER OF THE TENDER			
c) Environmental and carbon footprint			
The tenderer is aware of the environmental impact generated by the products and adopts solutions to minimise impact:	Local supply of raw materials and transport by sustainable means		
	Carbon emissions calculation and reduction plan, carbon compensation scheme for residual emissions		
	Sustainable energy sourcing and reduction of energy consumption		
	Measures to reduce negative impact on the natural environment throughout the product/service lifecycle, e.g. prevention of pollution, limitation of use of synthetic materials, etc.		
	Implementation of traceability of materials across the supply chain		
d) Circular Economy			
The tenderer takes into account the principles of circular economy in every stage of products/goods lifecycle:			
Design and manufacturing:	Integration of renewable, recycled, or reused materials and provision of certificates/proofs		
	Integration of materials that are recyclable / suitable for reuse or other material recovery		
	Design for increased lifespan & recycling		
	Optimisation of quantities and elimination of surplus materials		
Use	Solutions to increase duration of use whilst maintaining the sporting spectacle		
Distribution	Initiatives to reduce the CO ₂ emissions related to logistics: <ul style="list-style-type: none"> • Reduction in freight mass and/or volume • Prioritising sea-freight over airfreight • Reduction in number of people travelling 		

PRIORITY AREA	CLARIFICATION	EVIDENCE OF COMPLIANCE	COMMENTS
End of life:	Propose sustainable end-of-life solutions (refurbishment strategy, second life projects, potential vetted partner(s) for recycling process, reinsertion of recycled material in subsequent seasons, etc.)		

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

APPENDIX IV

FIA STANDARDS OF CONDUCT FOR SUPPLIERS

ARTICLE 1 – GENERAL

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - HEALTH AND SAFETY

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

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

ARTICLE 3 - HUMAN RIGHTS AND EMPLOYMENT PRACTICES

Dignity and Fundamental Rights

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

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

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

Discrimination, Harassment

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

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

Child Labor

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

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/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

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.

ARTICLE 4 - ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY

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

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

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

ARTICLE 5 - BUSINESS INTEGRITY

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

Corruption and Bribery

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

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

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

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

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

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

Gifts and Entertainment

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

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

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

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

of the year (e.g. Christmas); and (v) the gift does not include cash or a cash equivalent (such as gift certificates, checks or vouchers). The value of a gift should not exceed, in any event, an amount of CHF 100.

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

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

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

ARTICLE 6 - CONFLICTS OF INTEREST

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

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

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

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

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

ARTICLE 7 - FAIR COMPETITION AND ANTITRUST

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

ARTICLE 8 - TRADE COMPLIANCE

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

ARTICLE 9 - MONEY LAUNDERING AND INSIDER TRADING

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

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

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

ARTICLE 10 - ACCURACY OF BUSINESS RECORDS

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

ARTICLE 11 - CONFIDENTIAL INFORMATION

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

ARTICLE 12 - DATA PRIVACY

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

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

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

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

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

ARTICLE 13 - CONDUCT TOWARDS GOVERNMENTS AND PRIVATE ORGANISATIONS

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

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

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

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

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

APPENDIX V

PROVIDER'S OFFER DATED [•]

APPENDIX VI

QUESTIONNAIRE FOR STANDARD DUE DILIGENCE

Tenderers are requested to complete the attached document:

Questionnaire for Standard Due Diligence_Appendix6.docx