



FEDERATION INTERNATIONALE DE L'AUTOMOBILE

FIA Electric GT Championship (eGT)

APPOINTMENT OF A PROMOTER

INVITATION TO TENDER

1. Introduction

- a. The Fédération Internationale de l'Automobile (the "FIA") is the governing body for world motor sport and the federation of the world's leading motoring organisations.
- b. It is a non-profit making association and brings together 240 national motoring and sporting organisations from 144 countries on five continents. Its member clubs represent millions of motorists and their families.
- c. 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 FIA Electric GT Championship to be launched in 2022, (referred to in this document as the "Championship").
- d. As motorsport worldwide continues to move towards a greener future focusing on renewable energies, the FIA has been working on a long-term project to establish an all-electric racing category for Grand Touring type vehicles. Provisionally referred to as the FIA Electric GT Championship (eGT), all racing vehicles will be homologated with the FIA by the manufacturer and deliver performance levels comparable to existing FIA GT3 specification vehicles. Many existing technologies will be carried over from GT3 in order to keep development costs low, but one of the exiting new features of the category will be the ability to perform fast recharging, with in race pitstops being an integral part of the event format to demonstrate this technology.

The Championship aims to provide both a showcase for the next generation of performance cars and a marketing platform for manufacturers as the world transitions towards only renewable energies in the future.
- e. The FIA GT Commission (the "Commission") is the FIA sporting commission responsible for the development, promotion coordination and regulation of Championship-related activities around the world.
- f. As part of its mandate from its members in relation to international motor sport, the FIA is seeking the promotion of the Championship for the period commencing on 1st January 2021 and ending 31st December 2025 or such other period as the FIA may agree (the "Term").

2. The FIA's Objectives for the Championship

- a. The FIA seeks to facilitate the development of the Championship.
- b. The FIA seeks to facilitate the development of an FIA brand for the Championship with corresponding intellectual property protection.
- c. The FIA seeks to facilitate ease of and increased participation in Championship.
- d. The FIA requires at least the minimum commitment (the “**Annual Minimum Commitment**”) as set out in the following table:

Event	No of events held in each year of the Term*	Minimum number of Continents in which Events shall be held
2023 & 2024 Seasons	6	2
2025 Season onwards	8	3

- e. Championship to feature a minimum of 14 full season entries, divided across 7 two-car entries during first two seasons. By season 3 (2025), this should rise to a minimum of 20 full season entries, divided across 10 two-season entries.
- f. Championship to feature a minimum of 2 competing car marques during first two seasons, increasing to 4 by season 3 (2025).
- g. Championship to incorporate Digital Motorsport in a way that it contributes towards the final results of each Championship round and end of season standings.
- h. Each competition shall take place in the context of “electric only events”, sharing an event only with other approved electric powered disciplines.

3. Call for Tenders from qualified Candidates

- a. Capitalised terms used in this Invitation to Tender (“ITT”) have the meanings given to them herein.
- b. The ITT sets out:
 - i. the applicable procedures and other requirements of those recipients of the ITT that submit a response to the FIA (a “Tender”) (each, a “Candidate”);
 - ii. the required format of Tenders; and
 - iii. the legal provisions applicable to this ITT and each Tender made in response to it.
- c. The FIA is now calling for Tenders from Candidates seeking to contract to be the FIA's Promoter of the Championship with a view to concluding a Promoter Agreement to exploit the applicable commercial rights, provide services, and organise the Championship during the Term in accordance with the terms of the ITT in locations to be approved by the FIA.
- d. The FIA thanks you for your interest and looks forward to receiving your Tender.

4. Eligibility of Candidates

- a. To be eligible to have its Tender considered in this process, each Candidate will be required to satisfy the FIA that it possesses the resources, ability and experience to exploit the relevant commercial rights and perform the relevant services.

5. Evaluation of Candidates and Tenders

- a. Candidates acknowledge that the FIA's assessment of its Tender will be based on its evaluation of the totality of the circumstances, including:
 - i. the Candidate's specific proposals for the exploitation of the commercial rights;
 - ii. the Candidate's specific proposals for the provision of services;
 - iii. the Candidate's record in related and relevant activities; and
 - iv. such other factors as the FIA may consider.
- b. The FIA has no obligation to accept the Tender with the highest monetary value or the Tender with the most favourable financial terms or indeed to make a selection and accept any Tender made. All approvals (and any acceptance of a Tender by the FIA) will be in the FIA's sole discretion and will be non-appealable. The FIA will not be required to provide, publicly or privately, any explanation for its decisions.

6. Form of Tender

- a. Candidates must review and comply with the required form of response set out in Schedule 1.

7. Clarification from Candidates

- a. The FIA reserves the right to ask questions and request supplemental information from any of the Candidates through any means it considers appropriate.

8. Clarifications from the FIA

- a. Following the issuance of the ITT, the FIA will, where possible, provide any clarification reasonably requested in relation to the contents of the ITT. All queries should be submitted to smurray@fia.com with a copy to legal@fia.com and marketing@fia.com
- b. Queries will not be accepted if received by the FIA on or after 31st October 2020.

9. Language

All Tenders and associated documentation shall be in the English language. Any documentation not in the English language must be accompanied by an English language translation and the English language version shall prevail.

10. FIA discretion

- a. The FIA may, in its sole discretion at any stage:
 - i. accept or reject any or all Tenders;
 - ii. request revised or amended Tenders;
 - iii. in its sole discretion, pursue negotiations, on an exclusive or non-exclusive basis, with one or more Candidates;
 - iv. withdraw from any negotiations in respect of any Tender;
 - v. modify the meaning of or conditions that apply to the exercise of the commercial rights or services;
 - vi. open one or more additional rounds of selection; and/or
 - vii. alter any selection process or commence an entirely new selection process at such time in the future as it may determine.

11. Miscellaneous

- a. Nothing in this selection process or any communication made by the FIA or its representatives or employees shall constitute a contract between the FIA and any prospective Candidate.
- b. Furthermore, if, at the sole discretion of the FIA, the FIA considers that no Candidate meets the FIA's criteria for the appointment as Promoter of the Championship, the FIA may, inter alia, elect not to appoint any of the Candidates.
- c. By submitting its Tender to the FIA, each and every Candidate consents to and agrees to be bound by the conditions set forth herein as well as the Mandatory Terms set forth at Schedule 2 below.
- d. By submitting any Tender or otherwise participating in this process, each Candidate accepts that this ITT, any Tender, the associated processes and activities and the interpretation and execution thereof shall be subject to the laws of Switzerland and that any dispute arising therefrom shall be subject to the exclusive jurisdiction of the Courts of Geneva, Switzerland.

12. Timetable

- a. **Stage 1:**
 - i. Each Candidate must submit its Tender in accordance with the requirements set out at Schedule 1 and in this ITT by no later than 17:00 (Central European Time) on 3rd November 2020 in both of the following manners:
 1. in 2 originals by sealed envelope to Stuart Murray, FIA, Chemin de Blandonnet 2, 1215 Geneva 15, Switzerland; and
 2. a PDF copy of such Tender by email to smurray@fia.com with a copy to legal@fia.com and marketing@fia.com
- b. **Stage 2:**
 - i. The FIA envisages responding to Candidates that have submitted Tenders by 14th December 2020.

13. Appointment of the Promoter

- a. According to the results of exchanges and discussions with Candidates, the FIA shall pre-select the Candidate that, in its sole opinion, best serves the interests of the Championship and of motor sport in general.
- b. The FIA will not be required to give reasons for the acceptance or refusal of any particular proposal.
- c. The preferred Candidate shall be informed of its pre-selection and will be required to sign a Promoter Agreement with the FIA. Entry into force of such Promoter Agreement will be subject to final decision on the selection and approval of the terms thereof by the FIA World Motor Sport Council and the FIA Senate.
- d. For the avoidance of doubt, the pre-selection and the selection by the FIA of a Candidate(s) does not impose any obligations on the FIA, or entitle the selected Candidate(s) to any right to enter into any agreement with the FIA.

14. Capabilities of the Promoter

- a. The FIA anticipates that the Promoter will hold some or all of the following capabilities:
 - i. Knowledge and experience of organising, promoting and commercially exploiting the Championship and/or comparable competitions;

- ii. A capacity to make the Championship attractive to enter;
- iii. The resources to ensure the organisation and promotion of the Annual Minimum Commitment directly and/or via third parties;
- iv. Further requirements of the role of Promoter are set out in the Mandatory Terms at Schedule 2.

SCHEDULE 1

DETAILS OF CANDIDATE AND TENDER

Each Candidate must submit its Tender in the format set out below.

[TO BE REPRODUCED ON CANDIDATE'S HEADED NOTEPAPER]

Please find below the response of [*Note to Candidates: insert here full corporate name of Candidate*] to the Invitation To Tender ("ITT") issued by the FIA in respect of the Championship, during the Term. Unless otherwise defined below (or unless the context otherwise admits), capitalised terms used in this Tender have the meanings ascribed to them in the ITT.

(a) Corporate Information

1	Full Corporate Name of Candidate	
2	Address and telephone number of registered office and principal place of business, if different	Address: Tel: Website:
3	Company registration number and legal status	Reg. No. Legal Status:
4	Contact details of primary contact person	Name: Address: Tel: e-mail:
5	Type of Business Activity	
6	Composition of Board of Directors	
7	Corporate structure chart showing the ultimate holding company and all group companies (including ownership structure of all group companies and shareholdings in ultimate holding company)	
8.	Completed FIA Due Diligence Questionnaire in the form attached in Schedule 3	

(b) Financial Information

[Note to Candidates for this paragraph (b) of their response:

each Candidate to attach the information referred to below.]

1	Comprehensive Company audited accounts for the immediately preceding 3 accounting periods.	See attached
2	Satisfactory evidence of its financial standing and creditworthiness including bank credit rating	See attached
3	Satisfactory evidence of its ability to meet the proposed payment obligations	See attached
4	Other evidence of the ability of the Candidate to raise and maintain sufficient funding to develop and promote the Championship;	See attached

The Tender shall include information on:

(c) Track Record

[Note to Candidates for this paragraph (c) of their response:

Each Candidate should provide here (or by way of an attachment) a list of:

- *principal activities confirming its capacity to exploit the commercial rights and provide the services in relation to the Championship;*
- *The organisational ability and applicable resources of the Candidate;*
- *The Candidate's experience and human resources;*
- *The Candidate's experience in the promotion of events including media production and distribution, sponsorship sales and servicing, stakeholder management and all other applicable areas referred to in its strategic plan;]*

(d) Proposed Strategic Plan

[Note to Candidates for this paragraph (d) of their response:

Each Candidate should provide here (or by way of an attachment):

- *An outline of a multi-year strategic and business plan for development and promotion of the Championship during the Term, including the investment the Candidate is ready to commit in order to develop the Championship together with projected return on investment and detailed cost and revenue projections;*
- *The extent to which the strategic and business plan be improved, including the level of investment the Candidate is willing to commit, if the Candidate had an option to extend for a further three year term (subject to meeting a number of FIA defined contractual targets and conditions regarding the number of events and competing marques, media exposure and financial performance).*

- *An outline of its envisaged role as Promoter;*
- *An outline of the territories and locations in which the Candidate proposes to organise the Championship;*
- *Any specific industry experience, strategic partnerships, or other details relevant to the delivery of the Championship, which the Candidate wishes to communicate to the FIA in order to facilitate the assessment of its Tender.]*

(e) Proposed Financial Commitment

[Note to Candidates for this paragraph (e) of their response:

Each Candidate should set out its proposed commercial structure and the level of remuneration proposed by the Candidate to the FIA to be derived from the exploitation of the commercial rights, together with details of proposed payment security in the form of a bank and/or corporate guarantee. Such commercial structure and level of remuneration may include revenue sharing models, opportunities to benefit from options to acquire a shareholding in the Promoter's structure and/or financial/equity propositions, taking into consideration the FIA's minimum financial requirements set out in Paragraph 7 of the Mandatory Terms.]

(f) Media Rights Distribution Plan

[Note to Candidates for this paragraph (f) of their response:

Each Candidate must provide here (or by way of an attachment) in respect of media rights, details of relevant proposed live, non-live, traditional, digital and social media distribution service(s) and its strategy to grow the audience of the Championship in each territory in which any Championship is proposed to take place.]

(g) Designated Service(s) Details

[Note to Candidates for this paragraph (g) of their response:

Each Candidate must provide here (or by way of an attachment) details of any further services which it envisages providing and which are not mentioned elsewhere in its Tender.]

(h) Mandatory Terms

[Note to Candidates for this paragraph (h) of their response:

To the extent that a Candidate has any issues, comments or enquiries about the terms and conditions set out in the Mandatory Terms, they must set them out here (or by way of an attachment) giving full details of the same and its proposed solutions to the same.

(i) Sustainability

[Note to Candidates for this paragraph (i) of their response:

Each Candidate is invited to outline their approach to environmental challenges including initiatives to promote greater environmental responsibility; or to and encourage the development and diffusion of environmentally friendly technologies. In particular, they should provide details of any corporate environmental policy, or environmental management system they have in place to address matters such as prevention of pollution (including the treatment of environmentally hazardous materials monitoring and control of air emissions, recycling etc.); sustainable resource use; climate change (reporting on greenhouse gas emissions commitment to use low-carbon/energy-efficient technologies); their commitment to energy efficient transportation and logistics, carbon offsetting); and proposed engagement with local host communities etc.]

(j) Warranty

We hereby represent and warrant to the FIA that:

- (i) the information contained in this Tender is not false or otherwise misleading; and
- (ii) if, following submission of this Tender, there is any change in circumstances which may render such information false or otherwise misleading or otherwise adversely affect such information, we will promptly notify the FIA in writing setting out the relevant details in full.
- (iii) we do not and will not assert that any intellectual property rights in the Championship have accrued to the Candidate by virtue of the Candidate's submission of a response to this Tender.

(k) Waiver

We hereby accept and confirm the following:

- (i) the information contained in this Tender was created independently by us and we are the sole owner of any rights contained herein;
- (ii) the information contained in this Tender was created of our own accord and not on behalf of any other entity or person; and
- (iii) the FIA:

- a) is not required to treat the information contained in this Tender as confidential or proprietary and accordingly we waive any rights we may have in the Tender;
- b) is not required to compensate us for its review, consideration or use of the Tender;
- c) may accept, decline or not provide any further comment on our Tender submission, as it deems fit;
- d) may have under development or may in the future create or develop something that is substantially similar or identical to the information contained in our Tender submission, and the FIA may do so without any liability to us; and
- e) shall not be required to return our Tender submission to us.

SUBMITTED BY [insert name of Candidate] acting by its authorised representative(s) and with the acceptance of all stated terms and conditions of the ITT.

Signature

Name

Title

Date

SCHEDULE 2

MANDATORY TERMS

The following points are the Mandatory Terms of the Promoter Agreement to be concluded between the FIA and the selected party/ies, as minimum obligations, but subject at all times to the final wording to be proposed by the FIA in the Promoter Agreement:

1. Term

- a) The Promoter will be appointed to promote the Championship for a period of 5 years on an exclusive basis.
- b) The FIA may terminate the Promoter Agreement on an annual basis in case the Promoter does not meet with:
 - i) the Annual Minimum Commitment pursuant to Paragraph 2; or
 - ii) FIA commercial revenues generated by the Championship pursuant to Paragraph 7c).
- c) The FIA reserves the right to impose an early termination penalty.

2. Grant of rights and reserved rights

- a) The Promoter will be granted an exclusive licence to exploit and the duty to commercialise certain rights in and to the Championship, including media rights and the exploitation of intellectual property rights, including without limitation trademarks, domain names and rights in audio-visual material ("IPR"). Presenting Sponsorship rights shall also be included as part of the licence, subject to FIA right of approval of the Presenting Sponsor.
- b) All IPR in connection with the Championship shall be registered in the name of, and/or shall vest in, the FIA.
- c) Any commercial rights related to tobacco, betting and alcohol or which may otherwise bring the FIA into disrepute shall be excluded from the grant of rights.
- d) The FIA reserves to itself the following rights during each season of the Term and provided that the Promoter, using its best efforts, has secured the applicable rights and services:
 - For each broadcast of the Championship, the FIA logo will be inserted in the graphics and in the opening and closing sequences and all break bumpers together with the watermark;
 - Dedicated FIA section on the Championship website (content to be supplied by the FIA and subject to the Promoter's approval, not to be unreasonably withheld);
 - Inclusion of Championship results in FIA resources (website, presentations, etc.) in a collective manner with other motorsport categories;
 - Provision of a minimum of 15 minutes (or shorter formats as appropriate) of edited footage per Event for FIA exploitation on digital media managed by FIA (including FIA websites, social media channels, etc.);
 - Provision of a minimum of 3 minutes of edited footage covering all classes of the Championship for FIA annual gala in accordance with FIA's reasonable instructions;
 - Daily slot of 30 seconds for a FIA CSR public service broadcast messaging, as part of the international feed;
 - 5% of all commercial inventory to be reserved for FIA CSR campaigns messaging;
 - Inclusion of Championship Official Marks in FIA CSR programmes in a collective manner with other motorsport categories;
 - One space in the bivouac (Service Park) at each Event (minimum size 12x6m) for FIA promotional purposes (all structures and staffing to be provided by the FIA at the FIA's own cost);

- One page in the official programme of each Event (provision of the FIA's content to be provided by the FIA at the FIA's cost);
 - 10 VIP hospitality packages per Event (including access to VIP hospitality), if applicable; and
 - The right to organise a virtual competition using Championship assets, but separate to the Digital Motorsport component of the Championship itself.
 - The right to appoint a supplier to provide the Digital Motorsport component of the Championship.
- e) The Promoter will be responsible for positioning and maintaining the core values, prestige and perenniality of the Championship and will use its best endeavours to enhance the value, image and level of coverage on all media of the Championship.
- f) The Promoter shall comply at all times with the FIA Brand guidelines, including without limitation the Championship logo guidelines.

3. Regulatory aspects

- a) FIA will exercise independently all regulatory, sporting, disciplinary, safety and technical control over the Championship and, in connection therewith, will appoint the officials for each Event.
- b) The Promoter will pay to the FIA a Regulatory Fee of €70,000 per event in order to cover the travel and accommodation costs of its officials (Sporting Delegate, Medical Delegate, Technical Delegate, Assistant to the Technical Delegate, Secretary of the Stewards), as well as freight costs of its regulatory equipment (in the limit of 300 kg).
- c) FIA will retain sole control over who will be permitted to enter and compete in the Championship.
- d) Cars entering the Championship shall comply with FIA regulations and framework requirements.
- e) The FIA shall retain the exclusive right to appoint third parties to provide equipment and consumables, from a single source, as required by regulations on the Competitors of any Championship in order to meet certain minimum objective safety, cost reduction or fairness standards in any of the sporting and technical categories including without limitation overalls, tyres, batteries, chassis manufacturers, power supply and/or charging infrastructure.
- f) The FIA intends to conduct a separate tender to appoint a preferred supplier for all Timing and Tracking services relating to the Championship. The costs of such services shall be covered by a contribution paid by the Event Organisers to the FIA and a revenue share of any Timing and Tracking sponsor agreement (see details in Paragraph 7c)).
- g) Event format incorporates the following elements:
- i) Main Race to be 40 minutes long or equivalent number of laps. This will require each car to complete at least one mandatory recharging stop, with fast charging estimated to restore approximately 60% of battery power within three to four minutes.
 - ii) Each team will be allocated one Fast Charging station from which they must service both their cars.
 - iii) Inclusion of a Digital Motorsport component as a point scoring part of the competition. Each team able to either maintain their real-life drivers for the digital competition or include additional drivers only for the digital competition. Digital Motorsport component to be consistent with FIA's Digital Motorsport Strategy.

[Note: The FIA welcomes format suggestions, however, the Candidate's attention is drawn to the waiver contain in paragraph (k) of Schedule 1 of this ITT and is requested **not** to submit any information to the FIA which is considers to be proprietary or confidential.]

4. Calendar and Local Organisers

- a) The calendar of the Championship will at a minimum comply with the Annual Minimum Commitment.
- b) Each year, the Promoter shall have the right to propose dates for the Championship in the following season to FIA for its approval.
- c) The FIA requires that no Championship Event shall be included in the Calendar until the applicable Local Organiser has entered into an EPA (Event Promotion Agreement) with the Promoter. The Promoter will enter into such EPA with each applicable Local Organiser, in compliance with a template provided by the Promoter to the FIA, which sets out the main terms of the relationship between the Promoter and the Local Organisers and which shall be in accordance with a number of principles to be approved by the FIA. The Local Organisers shall notably have reserved certain rights in relation to the organisation and domestic commercialisation of the Championship taking place in their respective territories, including sponsorship rights, signage rights, hospitality rights, sponsor conflict resolution rights and a minimum proportion of air time for their local sponsors. Such EPA main terms might also contain provisions in respect of the maximum financial contribution the Promoter is entitled to request from existing Local Organisers.
- d) A separate Event Organisation Agreement will be signed between the FIA and the Local Organisers which shall list the services to be provided to the FIA at no cost in order to enable the FIA to exercise its missions.

5. Promotion obligations

- a) The Promoter will, at its own cost, use its reasonable endeavours to ensure broad media coverage which shall be of a quality as befits a world level sporting competition taking into account best practice from motorsport and other international sports events. Such coverage shall notably include :
 - High level TV production and national / international broadcast coverage of all Events of the Championship (Live, daily highlights and news feed, ITVs, behind the scenes, lifestyle, etc.)
 - Building, content nurturing and active promotion of all digital communication platforms of the Championship, including:
 - Responsive website
 - Major social media channels (including those popular in China)
 - Mobile App available on Android and iOS platforms
 - OTT as required.
- b) The Promoter will use its best endeavours to ensure a fair broadcasting exposure to all competitors and Championship.
- c) The Promoter will commission International Media tracking from an independent qualified agency, and share results with the FIA on a regular basis.
- d) The Promoter will undertake to implement an international standard sales effort in order to grow the Championship sponsors and licensees portfolio. The Promoter will undertake to deliver all its contractual obligations to sponsors (on-event, on-air, on-line) and licensees according to the respective valid agreements.

- e) The FIA will retain the right to appoint a Media Delegate, in charge of managing press relations in accordance with the guidelines of the FIA Communication Department.
- f) The Promoter will undertake efforts to implement PR activities (invitation of journalists, newsletters, media events, season launch, etc.) designed to raise the profile of the Championship in the media in general and in the press in particular.
- g) The Promoter will undertake to implement all operational marketing activities related to the Championship property (on-event identity, visibility of the Championship brand, etc.).
- h) In general terms, the Promoter will invest in and develop the Championship with a view to increasing its profile and reputation as well as maximising its commercial value.
- i) Promoter is to invest in the purchase, and transportation to each event, of the necessary recharging infrastructure and equipment, with the specifications determined by the FIA.

6. Passes

- a) All passes will be produced by and at the cost of the Promoter under the supervision of the FIA.
- b) The Promoter will supply the FIA with quantities of passes notified to the Promoter by the FIA in appropriate categories for FIA Officials, guests, stewards, permanent delegates, staff, industry and trade delegates, the media (including major newspapers, news agencies, magazines and motoring periodicals), and suppliers to the FIA.
- c) All other passes will be distributed by the Promoter pursuant to the instructions of the FIA.

7. Financial terms

- a) Each Candidate is invited to make a financial offer to the FIA in consideration of the grant of rights.
- b) The FIA will collect and retain 100% of Calendar, Car Homologation and Championship Entry fees (level to be determined by the FIA).
- c) The financial offer shall include conditions regarding the FIA's participation in commercial revenues. The FIA's minimum expectations in this regard will be communicated directly to potential Candidates, upon written request to smurray@fia.com
- d) All payments to the FIA shall be denominated in Euros and revised annually according to the OECD European index.

8. Governance

- a) A joint "Championship Committee" shall be created with equal representation of the FIA and the Promoter, and shall be responsible for discussing key commercial decisions, as well as for developing all strategic regulatory proposals relating to the Championship, for submission to the Commission.
- b) The Promoter shall submit on an annual basis for the Championship Committee for its consideration an updated Business Plan highlighting main opportunities and risks relating to the key commercial and financial parameters of the Championship (eg. revenues, costs, investments, etc.).
- c) Final decision as to whether regulatory proposals shall be submitted to Commission shall vest in the FIA.
- d) Final decision in respect of commercial decisions shall vest in the Promoter.
- e) The Promoter will be entitled with two seats with rights of vote at the Commission. Any proposal from the Committee accepted by the Commission will remain subject to FIA World Motorsport Council approval.

9. General

- a) The Promoter shall exploit the Rights under the Promoter Agreement as a separate, dedicated legal entity.
- b) The Promoter shall comply with all applicable laws in its performance of the Promoter Agreement.
- c) Any assignment or change of control over the Promoter entity will be subject to the FIA's consent and may trigger termination of the Promoter Agreement.
- d) The FIA shall have a reasonable right to approve the designation (and replacement) of the Promoter's CEO.
- e) The Promoter Agreement will include provisions relating to Audit Rights, compliance with FIA Code of ethics and Data protection and other policies.
- f) The Promoter Agreement shall be written in the English language and subject to the laws of Switzerland.
- g) The selected Candidate will be invited to enter into a Promoter Agreement with the FIA Switzerland. The Mandatory Terms are not for negotiation. By submitting a Tender, each Candidate acknowledges and accepts that the Promoter Agreement for which it is bidding will contain clauses reflecting in full these Mandatory Terms without reservation, exception or qualification. Each Candidate should indicate any additional terms that it wishes to include in the Promoter Agreement provided always that such additional points do not compromise in any way the Mandatory Terms. The fact that a term has not been identified as a Mandatory Term and may be open for discussion does not imply any obligation on the part of the FIA to accept any change that may be proposed to the Promoter Agreement.

SCHEDULE 3

DUE DILIGENCE QUESTIONNAIRE



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

S. 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