



FEDERATION INTERNATIONALE DE L'AUTOMOBILE

FIA DRIFTING CHAMPIONSHIPS PROMOTION

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 but not limited to the annual FIA Intercontinental Drifting Cup, which was launched in 2017 (referred to in this document as the “**Drifting Championships**”).
- d. Drifting is the fastest growing motorsport around the world, finding a wide audience amongst a younger generation of fans. Following its adoption as a recognized motorsport discipline, in 2017, the FIA launched the inaugural FIA Intercontinental Drifting Cup as the first international drifting event to be held under the FIA jurisdictions. So far, 4 events were held, the last edition took place in 2021, in Latvia. In complement, 2 editions of the FIA Motorsport Games – Drifting Cup were held in 2019 and 2021.
- e. The FIA Drifting Commission (the “**Commission**”) is the FIA sporting commission responsible for the development, promotion, coordination and regulation of drifting-related activities around the world, including the Drifting Championships.
- f. As part of its mandate from its members in relation to international motor sport, the FIA is seeking an entity to deliver the promotion of Drifting Championships (“**Promoter**”) for the period commencing on 1 March 2024 and expiring on 31 December 2026 or such other period as the FIA may agree (the “**Term**”). Bidders are invited to make proposals in respect of activities to be implemented from 2024 in order to facilitate the full promotion of the Drifting Championships from 2024 onwards.

2. The FIA’s Objectives for the Drifting Championships:

- a. The FIA seeks to facilitate the development of the Drifting Championships.
- b. The FIA seeks to facilitate the development of an FIA brand for the Drifting Championships with corresponding intellectual property protection.
- c. The FIA seeks to facilitate ease of and increased participation in the Drifting Championships.
- d. The FIA aims to ensure that the Drifting Championships can be held at various locations worldwide.
- e. The FIA requires at least the minimum commitment (the “**Annual Minimum Commitment**”) as set out in the following table:

Drifting Championships	Minimum No of events to be held in each year of the Term	Minimum No of participants
FIA Intercontinental Drifting Cup – style Competition	1	32

The FIA is open to any proposals from Candidates, including for continental series-type Competitions (i.e., multiple rounds series), to be run either independently or as qualifiers into an Intercontinental grand final.

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 Drifting Championships with a view to concluding one or several Promoter Agreements to exploit the applicable commercial rights, provide services, and organise the Drifting Championships 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 in relation to the Drifting Championships.

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 (without limitation):
 - 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;
 - 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 lmidali@fia.com with a copy to legal@fia.com and marketing@fia.com
- b. Queries will not be accepted if received by the FIA at any time on or after **29 January 2024**.

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 (in the event of any conflict or inconsistency) 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. By submitting its Tender to the FIA or otherwise participating in this process, and in consideration for the FIA inviting the Candidate to participate in this process, each and every Candidate consents to and agrees: (i) to be bound by the conditions set forth herein as well as the Mandatory Terms set forth at Schedule 2 below; and (ii) 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.

- b. Subject to paragraph 11(a) above, 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.
- c. 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 Drifting Championships, the FIA may, inter alia, elect not to appoint any of the Candidates.

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 **5 February 2024** in both of the following manners:
 - 1. in two (2) originals by sealed envelope to Luca Midali, FIA, Chemin de Blandonnet 2, 1215 Geneva 15, Switzerland; and
 - 2. a PDF copy of such Tender by email to lmidali@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 **27 February 2024**.

13. Appointment of the Promoter:

- a. According to the results of exchanges and discussions with Candidates, the FIA shall (subject to paragraph 10 above) pre-select the Candidate(s) that, in its sole opinion, best serves the interests of the Drifting Championships 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(s) 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 Drifting Championships and/or comparable competitions;
 - ii. A capacity to make the Drifting Championships attractive to enter;
 - iii. The resources to ensure the organisation and promotion of the Annual Minimum Commitment directly and/or via third parties;
 - iv. Those further requirements of the role of Promoter as 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 NOTE PAPER]

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 Drifting Championships , 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 Company	
2	Address and telephone number of registered office and principal place of business (if different) and website	Address: Tel: Website:
3	Candidate Company registration number and legal status	Reg. No. Legal Status:
4	Candidate Company contact details of primary contact person	Name: Address: Tel: e-mail:
5	Type of Business Activity	
6	Candidate Company composition of Board of Directors	
7	Candidate Company 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 Candidate 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 Company to raise and maintain sufficient funding to develop and promote the Drifting Championships	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:

- i. principal activities confirming its capacity to exploit the commercial rights and provide the services in relation to the Drifting Championships;*
- ii. The organisational ability and applicable resources of the Candidate;*
- iii. The Candidate's experience and human resources;*
- iv. 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 referred to in paragraph (d) below;]*

(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):

- i. An outline of a multi-year strategic and business plan for development and promotion of the Drifting Championships during the Term, including the investment the Candidate is ready to commit in order to develop the Drifting Championships together with projected return on investment and detailed cost and revenue projections;*
- ii. An outline of its envisaged role as Promoter;*
- iii. An outline of the territories and locations in which the Candidate proposes to organise Drifting Championships;*
- iv. Any specific industry experience, strategic partnerships, or other details relevant to the delivery of the Drifting Championships, 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 Drifting Championships in each territory in which the Drifting Championships are 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 proposals in respect of the same.]

(i) Alignment to FIA Environmental Strategy

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

As the FIA is seeking to develop and improve sustainability across motorsport and mobility, each Candidate must provide here (or by way of an attachment) details of the plan to comply with the FIA Environmental Strategy (<https://www.fia.com/multimedia/publication/fia-environmental-strategy-2020-2030>), including but not limited to:

- i. The development of an environmental or sustainability strategy for the Drifting Championships and ensure its implementation during the Term.*
- ii. The development of an action plan linked to waste, biodiversity, logistics and energy management.*

- iii. *Calculation of the Drifting Championships carbon footprint and development of a reduction plan (and optionally a plan to offset remaining emissions).*
- iv. *The engagement in and obtention of the 2-star level of the FIA Environmental Accreditation during the Term (<https://www.fia.com/environmental-accreditation-programme>).*

(j) Warranty

In consideration for the FIA inviting us to participate in this process, 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 Drifting Championships have accrued to the Candidate by virtue of the Candidate's submission of a response to this Tender.

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 from January 2024 for a period that will comprise 3 Drifting Championships years (2024 through 2026) 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 of the ITT; or
 - ii) FIA commercial revenues generated by the Drifting Championships pursuant to Paragraph 7.c.
- 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 Drifting Championships, 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 Drifting Championships 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:
 - i) For each broadcast of the Drifting Championships, the FIA logo will be inserted in the graphics and in the opening and closing sequences and all break bumpers together with the watermark;
 - ii) Dedicated FIA section on the Drifting Championships website (content to be supplied by the FIA and subject to the Promoter's approval, not to be unreasonably withheld);
 - iii) Inclusion of Drifting Championships results in FIA resources (website, presentations, etc.) in a collective manner with other motorsport categories;
 - iv) Provision of a minimum of fifteen (15) minutes (or shorter formats as appropriate) of edited footage per Event for FIA exploitation on digital media managed by the FIA (including FIA websites, social media channels, etc.);
 - v) Provision of a minimum of three (3) minutes of edited footage covering all classes of the Drifting Championships for the FIA annual gala in accordance with the FIA's reasonable instructions;
 - vi) Daily slot of thirty (30) seconds for a FIA CSR public service broadcast messaging, as part of the international feed;
 - vii) 5% of all commercial inventory to be reserved for the FIA CSR campaigns messaging;
 - viii) Inclusion of Drifting Championships Official Marks in the FIA CSR programmes in a collective manner with other motorsport categories;
 - ix) One space at each Event (minimum size twelve by six meters (12x6m) for FIA promotional purposes (all structures and staffing to be provided by the FIA at the FIA's own cost);

- x) Logistics and display of the FIA branding materials, including but not limited to track banners (max 40 meters), four (4) FIA flags, six (6) FIA feather flags, starting arch, finish arch, podium display, at strategic points at the Event' venue. (All structures to be provided by the FIA at the FIA's own cost);
 - xi) 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);
 - xii) Ten (10) VIP hospitality packages per Event (including access to VIP hospitality), if applicable; and
 - xiii) Video games rights and the right to organize competitions based on Video games and using Championship asset.
- e) The Promoter will be responsible for positioning and maintaining the core values, prestige and perennality of the Drifting Championships and will use its best endeavours to enhance the value, image and level of coverage on all media of the Drifting Championships.
 - f) The Promoter shall comply at all times with the FIA Brand guidelines, including without limitation the Drifting Championships logo guidelines.

3. Regulatory aspects

- a) The FIA will exercise independently all regulatory, sporting, disciplinary, safety and technical control over the Drifting Championships and, in connection therewith, will appoint the officials for each Event.
- b) The Promoter will pay to the FIA a Regulatory Fee of €2,000 per official (up to a maximum of eight (7) officials) in order to cover the travel and accommodation costs of its officials for events taking place within Europe. The fee will be increased to €3,000 per official (up to a maximum of eight (7) officials) for events staged outside of Europe.
- c) The FIA will retain sole control over who will be permitted to enter and compete in the Drifting Championships.
- d) Cars entering the Drifting Championships shall comply with the 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 for the Competitors of any Drifting Championships in order to meet certain minimum objective safety, cost reduction or fairness standards in any of the sporting and technical categories.

4. Calendar, and Local Organisers

- a) The calendar of the Drifting Championships will at a minimum comply with the Annual Minimum Commitment.
- b) Each year, the Promoter shall have the obligation to propose dates for the Drifting Championships in the following season to the FIA for the FIA approval.
- c) The FIA requires that no Drifting Championships Event shall be included in the Calendar until the applicable local organiser has entered into an Event Promotion Agreement ("EPA") with the Promoter and with a formal agreement of the local ASN. 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 Drifting Championships taking place in their respective territories, including sponsorship rights, signage rights, hospitality rights, sponsor conflict resolution rights and a minimum proportion of airtime 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, the host ASN and the local organisers which shall list the services to be provided by the local organisers 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 best 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:
 - i) High level TV production and national / international broadcast coverage of all Events of the Drifting Championships (Live, daily highlights and news feed, ITVs, behind the scenes, lifestyle, etc.)
 - ii) Building, content nurturing and active promotion of all digital communication platforms of the Drifting Championships, including:
 - i. Responsive website
 - ii. Major social media channels (including those popular in China)
 - iii. Mobile App available on Android and iOS platforms
 - iv. OTT as required.
- b) The Promoter will use its best endeavours to ensure a fair broadcasting exposure to all competitors and Drifting Championships.
- 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 Drifting Championships 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 Promoter will 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, press conferences, season launch, etc.) designed to raise the profile of the Drifting Championships 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 Drifting Championships property (on-event identity, visibility of the Drifting Championships brand, etc.).
- h) In general terms, the Promoter will invest in and develop the Drifting Championships with a view to increasing its profile and reputation as well as maximising its commercial value.

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.
- d) The Promoter shall ensure that each FIA Official in possession of an FIA general Pass, currently known as a “Gold and Blue Pass”, shall have access to all the Events, without restriction and without it being necessary to obtain any other authorisation from the Promoter or from an Organiser, and that the President of each ASN and each senior official of each ASN shall be issued by the Promoter with the highest available Pass for the relevant Event.

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 one hundred per cent (100%) of the Calendar fees. The Promoter will be entitled to retain all Events entry fees for the first 32 Competitors. Above that, 20% of the entry fees will be collected and retained by the FIA.
- c) As a minimum, the financial offer shall include the following conditions regarding commercial revenues:
 - i. Promoter and the FIA to share total net profits resulting from the exploitation of the granted rights (including Local Promoters contributions) on an 80% Promoter/20% FIA basis
 - ii. The FIA to retain twenty per cent (20%) of any single supplier agreement and of any commercial introduction made to the Drifting Championships (remaining part to be allocated to total commercial revenues apportioned between the parties in accordance with sub-paragraph 7(c)(i))
- d) All payments to the FIA shall be denominated in Euros and revised annually according to 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 Drifting Championships, 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 Drifting Championships (eg. revenues, costs, investments, etc.).
- c) A final decision as to whether regulatory proposals shall be submitted to the Commission shall vest in the FIA.
- d) Subject to the other Mandatory Terms and FIA approval a final decision in respect of commercial decisions shall vest in the Promoter.
- e) The Promoter will be entitled to a seat on the Commission, including voting rights.
Any proposal from the Committee accepted by the Commission will remain subject to the FIA World Motor Sport Council approval.

9. General

- a) The Promoter shall exploit the commercial rights under the Promoter Agreement as a separate, dedicated legal entity.
- b) The Promoter shall comply with the FIA Environmental Strategy and report to the FIA any plans to be developed and implemented in the Drifting Championships.
- c) The Promoter shall comply with all applicable laws in its performance of the Promoter Agreement.
- d) 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.
- e) The FIA shall have a reasonable right to approve the designation (and replacement) of the Promoter's CEO.
- f) The Promoter Agreement will include provisions relating to Audit Rights, compliance with the FIA Code of ethics, the FIA Standards of Conduct for Suppliers and Data protection and other policies.

- g) The Promoter Agreement shall be written in the English language and subject to the laws of Switzerland and any dispute arising therefrom shall be subject to the exclusive jurisdiction of the Courts of Geneva, Switzerland.
- h) The selected Candidate will be invited to enter into a Promoter Agreement with the FIA Switzerland. The Mandatory Terms are in principle 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

[See Next Page]

Compliance Questionnaire:

Questions	Answers
1. GENERAL INFORMATION	
1.1. Type or relationship and its short description	Please describe the type of relationship that is supposed to be entered into with the FIA]
1.2. Name and country of the potential partner or stakeholder	Please specify your name and the country where you are based (if a company, please indicate the country of registration)
1.3. Name and country of the ultimate beneficial owners	Please specify the name and the country of the individual/s ultimately owning the potential partner or stakeholder or join a list / chart as an annex to this questionnaire (this question should be answered only if the potential partner or stakeholder is an entity).
1.4. Percentage of shares held by the ultimate beneficial owners	List of individuals and their respective shareholding
1.5. Name and country of the officers and directors	Please specify the name and the country of the officers and directors or join a list / chart as an annex to this questionnaire (this question should be answered only if the potential partner or stakeholder is an entity).
1.6. Sub-contractors	Please specify if any sub-contractor and/or assignee will perform all or part the activity. If yes, please specify the name and the country of the sub-contractor/s.
1.7. Name and country of the partner bank/s	Please specify the partner banks (name and country) of the potential partner or stakeholder where they would be do business with the FIA
2. INTERNATIONAL RELATIONSHIPS	
2.1. Will the relationship involve at any stage a country as per the Sensitive Countries list provided below?	Yes/No
2.2. If yes, will there be any transactions denominated in USD between the FIA and the potential partner?	Yes/No

Questions	Answers
2.3. Are there any US citizens involved in the relationship, both in the FIA and in the potential partner?	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	
5. CONNECTIONS	
5.1. Are there any personal or business connections between the potential partner or stakeholder and any FIA Party (FIA members, FIA body members, consultants, officials, employees)?	Yes/No
5.2. If yes, which?	
6. ETHICS AND COMPLIANCE POLICIES AND PROCEDURES	
6.1. Do you have policies and procedures in place to prevent ethical misconduct (such as bribery, corruption, money laundering, harassment, etc.) and ensure legal and policy compliance?	Yes/No
6.2. If yes, which?	
6.3. Do you provide regular trainings to your employees/stakeholders on topics of	Yes/No

Questions	Answers
Ethical misconduct (such as bribery, corruption, money laundering, harassment, etc.) and ensure legal and policy compliance	
6.4. If yes, which?	

Please Provide us the following documents :

1. If partner/stakeholder a Company, please provide us with a Certificate of registration of your company (Preferably translated in English/French)
2. Please provide documents confirming your Tax Identification Number and bank account details
3. Please provide identity documents if partner/stakeholder an individual or in case of a company the officers/directors or key managerial personnel of the company (Passport, driver`s license or any other government issued documentation)

Highly Sensitive Countries

- Syria
- Cuba
- Iran
- North Korea
- Russian Federation
- Belarus

Marginally Sensitive Countries

- Afghanistan
- Bosnia-Herzegovina
- Central African Republic
- China
- Cuba
- Democratic Republic of Congo
- Guinea
- Guinea-Bissau
- Haiti
- Iraq
- Lebanon

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