



FEDERATION INTERNATIONALE DE L'AUTOMOBILE

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (hereinafter the "Agreement") governs the disclosure and use of Confidential Information, and is made as of the Effective Date by and between the Parties as defined below.

A. The Parties: This Agreement is made and entered by and between:

1. **Fédération Internationale de l'Automobile** a not-for-profit association declared in conformity with the French law of 1 July 1901, having its offices at 8 place de la Concorde, 75008 Paris, France
2. **Fédération Internationale de l'Automobile** a not-for-profit association declared in conformity with the Swiss Code Civil, having its offices at 2 Chemin de Blandonnet, 1214, Vernier, Geneva, Switzerland
(hereinafter together referred to as the "FIA");

AND

3. . having a place of business at

(hereinafter referred to as "Company").

FIA and the Company may hereinafter be referred to as "party", "both parties", "either party", "the Parties" or "the parties".

B. Notices: Notices will be in writing (by letter with acknowledgement of receipt or by e-mail with a reading confirmation) and sent to each party at its address below which may be changed upon written notice. Notices will be effective upon receipt.

| FIA | Company |
|---|----------------|
| Name: Regulatory and Governance Office | Name: |
| Address: Fédération Internationale de l'Automobile Chemin de Blandonnet 2 - 1215 Geneva 15 Switzerland | Address: |
| Telephone: 0041 22 544 44 79 | Telephone: |
| Email: F1teamcandidates@fia.com | Email: |

Confidential. Please note that any commitment by the FIA shall only be formalized by signature of a full form written agreement by the FIA and the counterparty, and in the absence of such a full form written agreement signed by both the FIA and the counterparty, and pending agreement by the FIA and the counterparty of all contractual terms required by the FIA, the FIA shall not be bound by any terms referred to in this document.

C. Purpose:

The FIA in its role as governing body for motorsport intends to open up a selection process to identify one or more new F1 teams seeking to participate at a competitive level in the FIA Formula One World Championship.

As part of this exercise, the FIA will provide detailed information and documentation to the Company for purposes of enabling it to express its interest and potentially apply to participate in the FIA Formula One World Championship.

The FIA will also receive documentation from the Company to enable the assessment of its potential candidacy.

D. Effective Date: This Agreement becomes effective on

1 February 2023

E. The parties agree as follows:

1. Definitions:

“Affiliate” means Formula One World Championship, any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity.

“Company” means the party executing this Agreement with FIA as identified in Section A, “The Parties”.

“Confidential Information” means any information (whether or not specifically labelled or identified as confidential), in any form or medium, that is disclosed to the Receiving Party by or on behalf of the Disclosing Party that is not generally known and which relates to:

- i. the business of the Disclosing Party, or to (the business of) any other third party with which the Disclosing Party deals, including, without limitation, legal, financial and commercial information, plans and market opportunities;
- ii. the technical and non-technical information, the operations, the processes, compilations of data, trade secrets, know how, samples, techniques, specifications, measurements, calculations,

drawings, designs, design concepts, and testing methodologies;

- iii. any information, findings, data or analysis communicated by the Parties in the context of the Purpose;
- iv. any information, findings, data or analysis derived from Confidential Information;
- v. the execution, existence and content of this Agreement.

Confidential Information will not include any information that: (a) was in the Receiving Party’s possession and not subject to an obligation of confidentiality before receipt from the Disclosing Party, or (b) has become legally available in the public domain through no fault of the Receiving Party, or (c) was rightfully received by the Receiving Party from a third party who had no obligation of confidentiality to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of Confidential Information, or (e) was identified in writing by the parties of this Agreement as not confidential.

“Disclosing Party” means a party disclosing Confidential Information under this Agreement.

“Purpose” means the purpose set forth in Section C.

“Receiving Party” means a party receiving Confidential Information under this Agreement.

2. Use and ownership of Confidential Information:

2.1 Either party may (a) disclose the Confidential Information only to its employees, its professional advisers and Affiliates who are required to have the Confidential Information to achieve the Purpose and who comply with the confidentiality and non-disclosure obligations contained in this Agreement; and (b) use the Confidential Information only for the Purpose.

2.2 The Receiving Party will not disclose, use, transfer or otherwise make the Confidential Information available to any other person or to any other party without the prior written consent of the Disclosing Party.

2.3 The Receiving Party may make a limited number of copies of any documents containing Confidential Information as necessary to achieve the Purpose. The Receiving Party will reproduce the restrictive legends of the original on all copies it makes.

2.4 The Receiving Party will protect Confidential Information using the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information.

2.5 All Confidential Information disclosed by a party hereunder shall remain the property of such party and no rights other than those expressly set out in this Agreement are granted or to be implied from this Agreement.

2.6 Without prejudice to the generality of the foregoing, the Company acknowledges that the FIA, as the governing body of motorsport, may have under development or may in the future create or develop, or otherwise be associated, with a project that is substantially similar or identical to the Purpose, and the FIA may do so without any liability to Company.

3. Mandatory Disclosure:

3.1 If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, regulation, or court order of a competent jurisdiction, the Receiving Party will, to the extent permitted by law, give the Disclosing Party prompt written notice (in accordance with Section B) of the request to provide a reasonable opportunity to the Disclosing Party to object to the disclosure in order to secure a protective order or appropriate remedy.

3.2 The Receiving Party may disclose only the Confidential Information required and only to the extent compelled to do so by applicable law, statute, regulation, or court order of a competent jurisdiction.

4. Return or Destruction:

4.1 If so requested by the Disclosing Party at any time by notice in writing to the Receiving Party, the Receiving Party shall: (a) return or destroy all documents and materials

containing, reflecting or incorporating the Disclosing Party's Confidential Information and all copies thereof; (b) erase all the Disclosing Party's Confidential Information available in the computers and communication systems and devices and/or stored in an electronic form by the Receiving Party and/or its professional advisers and/or its Affiliates and/or its services providers; (c) certify in writing that it has complied with the above requirements of this paragraph 4.1 within 30 calendar days of the Disclosing Party's request.

4.2 Nothing in paragraph 4.1 shall require the Receiving Party to return or destroy any documents and materials containing or based on the Disclosing Party's Confidential Information that the Receiving Party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Receiving Party pursuant to paragraph 4.2.

5. Remedies:

The parties agree that damages might not be a sufficient remedy to any breach of the terms of this Agreement and that as a result injunctive or other equitable relief may be obtained in respect of any breach or anticipated breach.

6. Successors and Assigns:

Neither party may assign or transfer its obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment without such consent will be void.

7. No Licence or Patent Rights Granted:

Nothing in this Agreement grants or confers any rights by licence or otherwise, express or implied, to any trade secret, copyright, invention, discovery, or to any patent, or other intellectual property right, by either party to the other nor does this Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information, except for the limited right to use and disclose the Confidential Information solely for the Purpose.

8. No obligation to continue discussions:

Nothing in this Agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on each party to disclose an information (whether Confidential Information or otherwise) to the other party.

9. No Warranty; Relationship of the Parties:

Information provided under this Agreement is provided "AS IS." The Disclosing Party has no liability arising from the Receiving Party's use of the Confidential Information. This Agreement governs the use and non-disclosure of Confidential Information only and does not create a joint venture, partnership, agency or commercial relationship between the parties nor does it bind either party to enter into any further relationship with the other party.

10. General:

10.1 This Agreement constitutes the entire agreement of the parties relating to its subject matter. All modifications to this Agreement must be in writing signed by both parties. Failure to enforce any provision of this Agreement will not constitute a waiver of any term of this Agreement.

10.2 This Agreement may be signed in one or more counterparts (including faxed or scanned copies), which together will be deemed to be one original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement.

10.3 If any term of this Agreement is determined to be illegal, invalid or unenforceable, the validity and enforceability of the remaining terms will not be affected.

11. Term and Continuing Obligation:

11.1 This Agreement shall enter into force on the Effective Date indicated in Section D and shall end after a period of 2 (two) years has elapsed. The obligations of confidentiality arising from this Agreement shall remain in force after the agreement has ended for a period of 2 (two) further years.

11.2 The parties agree that any information identified as confidential by a party and disclosed prior to the Effective Date shall be protected by the terms of this Agreement.

12 Governing Law & Jurisdiction:

12.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Switzerland.

12.2 Each party irrevocably agrees that the courts of Switzerland, Canton of Geneva, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

Fédération Internationale de l'Automobile

Date:

Name:

Title:

Signature:

COMPANY

Date:

Name:

Title:

Signature: