

INVITATION TO TENDER FOR SOLE SUPPLY CONTRACT

TENDER SUMMARY AND ADDITIONAL TENDER REQUIREMENTS

The AKK's objective is to select an exclusive supplier of **tyres** whose task it will be to ensure the production and delivery of the tyres for the **2023, 2024 and 2025 seasons of the Finnish Racing Championship** ("the Championship").

Interested parties are hereby invited to tender to become the exclusive supplier of tyres for the 2023, 2024 and 2025 seasons of the Championship.

The selected tenderer will be invited to enter into a contract with the AKK that will establish the terms of the tenderer's appointment as exclusive supplier.

The exclusive supplier will supply the product directly to the Competitors (not to the AKK) under terms and conditions to be agreed.

Bids must be submitted to the AKK Administration by e-mail to the following address: mika.heinonen@autourheilu.fi

Bids will be evaluated on the basis of the criteria and information mentioned below under "Additional Requirements".

The AKK reserves the right at any time, without giving reasons therefore and at its sole discretion, to amend, modify or terminate this invitation to tender and the timeline below (including doing a further round of bids among all or part of the tenderers) and/or to issue a new invitation to tender. Moreover, the AKK reserves the right, without giving reasons therefore and at its sole discretion, not to select any tenderer and/or not to enter into a contract with the selected tenderer.

Publication of invitation to tender:	14.10.2022
Tender submission date:	14.11.2022
Notification of decision:	14.12.2022

ADDITIONAL REQUIREMENTS

1. MAIN CRITERIA

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

In addition, the AKK may consider the following parameters: commitments, actions, credibility and experience from the tenderer in favour of a more sustainable motorsport and mobility.

2. SUSTAINABILITY

Tenders are invited to fill in and present to the AKK their commitments to both environmental and social sustainability (for an example; production process, percentage of recycled raw materials used for the products, actions against child labour etc). As the AKK is seeking to develop and improve environmental sustainability across motorsport.

MARKETING RIGHTS

a. Commercial rights in connection with the Championship

Tenderers are invited to make a proposal with regard to the acquisition of commercial rights in connection with the Championship.

The tenderer shall provide all details relating to the financial or in-kind contribution (e.g. additional benefits to the Competitors) it undertakes to make in exchange for commercial rights in its bid.

A separate Commercial Co-Operation Agreement that includes more detailed definitions of commercial rights for the SUPPLIER and inclusive of commercial exploitation plans etc. will be drafted and attached to the actual FRC Tyre Supplier Contract as an integral part of the contract.

The person to contact is:

Mika Heinonen, FRC/TCR Finland Promoter
Mobile: +358 45 77305990 | E-Mail: mika.heinonen@autourheilu.fi

DRAFT CONTRACT FOR SUPPLYING TYRES
IN THE 2023, 2024 AND 2025 FINNISH RACING CHAMPIONSHIP

BETWEEN

AKK Sports ltd

hereinafter referred to as the "**AKK**"
Kellokukantie 7
01300 Vantaa
Finland

ON THE ONE HAND,

AND

[•]

hereinafter referred to as the "**PROVIDER**"

ON THE OTHER HAND.

PART 1 - GENERAL CONDITIONS

RECITALS

- (A) The AKK is the sole body governing the Finnish national motor sport. and is recognised by its members as the sole authority having the sporting power with the right to organise Finnish championships.
- (C) The AKK has an absolute obligation conferred on it by its members to safeguard its authority over all safety, sporting, technical and disciplinary matters relating to the CHAMPIONSHIP, as well as traditional values.
- (D) The AKK will continue the publication annually of the GOVERNING RULES.
- (E) The AKK has determined that the interests of the CHAMPIONSHIP require that a single supplier of the PRODUCT should be appointed for a limited term.
- (F) It is intended that the AKK (represented by AKK Sports ltd) and the PROVIDER will enter into this CONTRACT pursuant to which the PROVIDER will be appointed as the sole supplier of the PRODUCT to the CHAMPIONSHIP for the term set out herein.

1. APPOINTMENT AND SUPPLY

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

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 and the TECHNICAL REGULATIONS.
- 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 AKK, 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 AKK, 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 AKK from reviewing relevant agreements or carrying out its regulatory functions (including ensuring that the PRINCIPLES OF SPORTING EQUALITY are maintained).
- 2.6 The AKK may request amendments to a SUPPLY AGREEMENT if it considers that the SUPPLY AGREEMENT is not consistent or compatible with, or is otherwise contrary to, the PRINCIPLES OF SPORTING EQUALITY. For the avoidance of doubt, the PROVIDER's obligation to abide by the PRINCIPLES OF SPORTING EQUALITY shall not be limited or otherwise affected by the AKK'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 AKK, which shall make a determination in this regard. Where such a determination is made by the AKK, 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 AKK's other rights, the PROVIDER shall indemnify and hold harmless the AKK 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.
 - (f) "commitment to sustainability"; "Any infringements to the presented PROVIDERS' commitments to sustainability."
- 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.

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 AKK 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 AKK in accordance with its terms.

5. TERMINATION

- 5.1 Notwithstanding any other provision hereof, either party may terminate the CONTRACT with immediate effect by written notice to the other if any of the following events occur:
- (a) the other party has committed a material breach of the CONTRACT which is not capable of remedy or, if remediable, has not remedied it within 14 days of the non-breaching party's written notice requiring the default to be remedied (for the avoidance of doubt, a breach by the PROVIDER of any of GENERAL CONDITIONS 1.2, 1.3, 2, 3, 4.1 and any of the SPECIAL CONDITIONS is acknowledged by the parties to be a material breach);
 - (b) steps (including any steps analogous to those following) have been taken to wind up the other party or to place the other party into administration or to have a receiver appointed over any of its assets, other than as part of a scheme of solvent reconstruction or amalgamation; or
 - (c) the other party shall cease or threaten to cease carrying on business or the other party shall make any composition or arrangement with its creditors or become subject to any other insolvency process or proceeding (other than as part of a scheme of solvent reconstruction or amalgamation) or have all or any of its assets or undertakings seized by a government or governmental agency or authority (including any acts analogous to the above).

6. GOVERNING RULES

- 6.1 The GOVERNING RULES constitute the legal, administrative and technical framework of the CHAMPIONSHIP and the conditions set forth therein shall have binding force and prevail among the parties 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 GOVERNING RULES are subject to amendment by the AKK 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 GOVERNING RULES.

- 6.4 The PROVIDER acknowledges that the AKK may take decisions regarding the supply of the PRODUCT, this CONTRACT and any obligations accruing from the GOVERNING RULES through whatever structure it deems appropriate, including through its disciplinary structures. The PROVIDER hereby accepts any such decisions and agrees that it shall not challenge the competence of any AKK disciplinary body acting in accordance with the GOVERNING RULES. When appropriate, the AKK shall be entitled to amend the CONTRACT unilaterally in order to comply with the GOVERNING RULES by applying the principles described in GENERAL CONDITIONS 7.2(b) and 7.3 below (and the provisions of GENERAL CONDITIONS 7.2(b) and 7.3 below shall apply *mutatis mutandis* to this GENERAL CONDITION 6.4).

7. EVENT CANCELLATION/POSTPONEMENT

- 7.1 The PROVIDER acknowledges that the CHAMPIONSHIP or any COMPETITION(s) in any season may be cancelled or postponed.
- 7.2 If the CHAMPIONSHIP or any COMPETITION(s) are cancelled or postponed in any season for any reason, then the AKK may either:
- (a) terminate the CONTRACT on written notice to the PROVIDER; or
 - (b) amend the CONTRACT unilaterally on written notice to the PROVIDER (including by modifying or removing the existing provisions of the CONTRACT and/or adding new provisions to the CONTRACT), with such amendments being deemed to be incorporated into the CONTRACT and binding on the PROVIDER effective upon its receipt of the relevant notice from the AKK (or such later date as the AKK may specify in such notice).
- 7.3 The AKK shall consult with the PROVIDER prior to terminating the CONTRACT pursuant to GENERAL CONDITION 7.2(a) above or making any unilateral amendment to the CONTRACT pursuant to GENERAL CONDITION 7.2(b) above and shall use reasonable endeavours to apply the principle of proportionality in relation to any such termination or amendment (with a view to reasonably maintaining the economic balance of the CONTRACT and reducing the impact of the termination or the amendment (as applicable) on the PROVIDER, the AKK and other relevant third parties while achieving the relevant objectives of the termination or the amendment).
- 7.4 The PROVIDER shall have no right to (and shall not purport to) terminate the CONTRACT as a result of the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season, or to claim or receive any compensation from the AKK for any damages, loss or other consequences arising in connection with the cancellation or postponement of the CHAMPIONSHIP or any COMPETITION(s) in any season.
- 7.5 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 unauthorised 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 AKK, which may be given or withheld in the AKK’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 AKK.
 - (b) use (or cause or permit to be used) the name of the AKK or any trade name, title, trademark or service mark, brand imagery or logo belonging to the AKK, 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 AKK gives its written consent to the use of its name by the PROVIDER, and unless otherwise agreed in writing, any reference by the PROVIDER to the AKK as a client shall be confined to the inclusion of the AKK’s name or any trade name, title, trademark etc. belonging to AKK 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 Finnish law.

9.3 The Tribunal Vantaan Käräjäoikeus, Finland, shall have sole jurisdiction to settle any dispute that may arise between the AKK 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 AKK as well as the GOVERNING RULES. The PROVIDER hereby agrees to be subject to the internal judicial and disciplinary bodies of the AKK.

10. GENERAL

10.1 Nothing in the CONTRACT guarantees or shall be construed as guaranteeing the solvency of a COMPETITOR. The AKK is not responsible for ensuring that the COMPETITORS satisfy the terms of the SUPPLY AGREEMENTS and the AKK 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 ensure 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 AKK. 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; or

(b) first class registered post or courier delivery service 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 Any variations of the CONTRACT shall be ineffective unless agreed in writing and signed by the parties.

10.6 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.

10.7 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.

10.8 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 such quantity of the PRODUCT as is required for each COMPETITOR at each COMPETITION (the calendar of each season of the CHAMPIONSHIP will be available on the AKK's and FRC website).

The PRODUCTS supplied shall be used on 2023 TCR cars and 2024/2025 in all touring- and formula cars participating to FRC. The PRODUCTS supplied shall therefore be suitable for this type of cars.

- 1.2 The PRODUCT supplied by the PROVIDER shall be of a strictly uniform quality throughout the duration of the CHAMPIONSHIP season and shall be produced as a single unit of production. For the avoidance of doubt, only PRODUCT from such single unit of production shall be distributed to the COMPETITORS except that, in the event that a change to the PRODUCT supplied pursuant to the CONTRACT is required as a result of an amendment to the SPORTING or TECHNICAL REGULATIONS, only PRODUCT from a single unit of production of the PRODUCT as modified to comply with such amendment shall be distributed to the COMPETITORS.

- 1.3 The AKK does not guarantee the PROVIDER a minimum quantity of the PRODUCT to be supplied.

- 1.4 The PROVIDER undertakes to supply for the entire season of the CHAMPIONSHIP a single model of PRODUCT (soft, hard and wet compounds) in conformity with the SPORTING and TECHNICAL REGULATIONS concerned and which shall be used during all the COMPETITIONS (ie 1.1.).

- 1.5 The PROVIDER undertakes that all PRODUCTS supplied will have a specific permanent moulded bar code number provided by an approved barcode supplier in compliance with the SPORTING and TECHNICAL REGULATIONS.

- 1.6 The PROVIDER shall draw up and make available to the AKK a record of PRODUCTS supplied which may be consulted at any time by the AKK.

In addition, the PROVIDER undertakes to comply with the requirements established by the AKK concerning the operation of the allocation and control procedures of the PRODUCTS at each COMPETITION.

- 1.7 All PRODUCTS supplied must be always suitable for use during the COMPETITIONS.

- 1.7 The PROVIDER shall deliver on track support to any COMPETITION, and on specific demand by the AKK for other events.

- 1.8 The PROVIDER undertakes to report to the AKK any issues with the PRODUCT, the COMPETITOR concerned, and the results of any associated investigations.

- 1.9 The PROVIDER is responsible for reclaiming and appropriately recycling used PRODUCTS.

- 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 additional testing, within the reasonable time limit fixed by the AKK. In the event that such non-compliance is not remedied by the PROVIDER within the fixed time limit, the AKK may, at its sole discretion, without prejudice to the PROVIDER's obligations under this CONTRACT and to any other rights the AKK 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 AKK 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 all administrative tasks associated, including customs obligations) and delivery of the PRODUCT to the site of each COMPETITION at its own expense and shall provide all necessary personnel and equipment at each COMPETITION to distribute such PRODUCT to the COMPETITORS and to perform on-site tyre installation services for the COMPETITORS. The tyre installation service should be included in the tyre price and the PROVIDER has also a possibility to offer these services with separate pricing for possible other competition classes participating as additional classes in the events.
- 2.2 The PROVIDER shall ensure that each COMPETITOR shall have access to all distribution centres (at the broadest possible timetable as agreed with the AKK) in accordance with the SPORTING REGULATIONS and TECHNICAL REGULATIONS and the PRINCIPLES OF SPORTING EQUALITY.
- 2.3 The PROVIDER shall be present and ready to distribute the PRODUCT 12 hours before the start of scrutineering.
- 2.4 If requested by the AKK, the PROVIDER undertakes to provide free of charge, with one set (two rear and two front tyres) of the PRODUCT as well as an official document containing the following:
- Type of compound;
 - Tread pattern (designation and diagram);
 - Tyre sizes.

Upon additional request of the AKK, the PROVIDER shall provide to the AKK, free of charge, samples of the PRODUCT for the purpose of testing and compliance checks to be carried out at the discretion of the AKK.

- 2.5 The PROVIDER shall ensure that representatives of the PROVIDER are present on-site and that also the tyre installation services are available 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.
- 2.6 The PRODUCT must be available for the COMPETITORS on 1 April of each sporting season of the CONTRACT (subject to change of the calendar as may be announced by the AKK). The PRODUCT must not be supplied to anyone other than the AKK before that date.
- 2.7 The PRODUCT with related services should be also made available for the

COMPETITORS at a separate testing day before the beginning of the season, if such a testing day will be organised. The possible testing day is organised most likely during April or at the latest early May and the actual date and place will be communicated to the PROVIDER as soon as possible.

3. MANUFACTURING CONDITIONS OF THE PRODUCT AND TECHNICAL CONTROL

- 3.1 The PROVIDER shall provide to the AKK a detailed technical study for the approval of the AKK.
- 3.2 The PROVIDER shall not make any change to the PRODUCT during the CONTRACT without the express prior written agreement from the AKK. The PROVIDER shall make such modifications to the PRODUCT at its own costs, to be supplied pursuant to the CONTRACT as the AKK may require.
- 3.3 Technical checks may be carried out on samples taken either directly from the PROVIDER or during the COMPETITION (PRODUCT used by the COMPETITORS during the running of the COMPETITION to verify whether the PRODUCT is in conformity with the SPORTING and TECHNICAL REGULATIONS.

4. PRICING OF THE PRODUCT

- 4.1 The price of the PRODUCT supplied pursuant to the CONTRACT at the site of each COMPETITION shall be as detailed on the PRICING FORM (APPENDIX I), 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.

5 INTELLECTUAL PROPERTY

- 5.1 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 comply with its commitment to environmental and social sustainability as set out in the APPENDICES.

7 COMMERCIAL RIGHTS

- 7.1 The PROVIDER shall have no rights to brand the PRODUCT without first entering into a separate written agreement with the AKK of the CHAMPIONSHIP for the grant of these rights.
- 7.2 All marketing and association rights possibly granted to the PROVIDER in connection with the CHAMPIONSHIP shall be dealt with in a separate agreement between the PROVIDER and the of the CHAMPIONSHIP. In particular, the PROVIDER shall have no rights to refer to itself or authorise 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 CHAMPIONSHIP without first entering into a separate written agreement with the AKK of the CHAMPIONSHIP 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 **CHAMPIONSHIP** means the 2023, 2024 and 2025 seasons of the Finnish Racing Championship.
- 1.3 **COMPETITION(S)** means any race forming part of the CHAMPIONSHIP and entered on the International Sporting Calendar of the AKK. 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.
- 1.4 **COMPETITOR(S)** means the racing teams that have been accepted by the AKK to take part in the CHAMPIONSHIP.
- 1.5 **CONTRACT** means the GENERAL CONDITIONS, the SPECIAL CONDITIONS and 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.
- 1.6 **DEFINITIONS** means the definitions set out in this Part 3 of the CONTRACT.
- 1.7 **AKK** means the AKK Motorsport ry /AKK Sports Ltd.
- 1.8 **GENERAL CONDITIONS** means the provisions contained in Part 1 of the CONTRACT.
- 1.9 **GOVERNING RULES** means:
 - (a) the AKK National Sporting Code and the Appendices thereto;
 - (b) the SPORTING REGULATIONS applicable to the CHAMPIONSHIP;
 - (c) the TECHNICAL REGULATIONS applicable to the CHAMPIONSHIP;
 - (d) The Code of Ethics of the AKK;
 - (e) The Judicial and Disciplinary Rules of the AKK;
 - (h) Any other regulations applicable to the CHAMPIONSHIP, to the extent disclosed in writing to the PROVIDER.
- 1.10 **PRICING FORM** means the pricing form provided at APPENDIX I stating the prices at which the PRODUCT will be supplied.
- 1.11 **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.
- 1.12 **PRODUCT** means tyres, as such term is described in the SPORTING REGULATIONS and TECHNICAL REGULATIONS.
- 1.13 **PROVIDER** means [•].
- 1.14 **PRODUCTION SITE** means the factory that will produce the PRODUCT supplied pursuant to the CONTRACT.
- 1.15 **SPECIAL CONDITIONS** means the provisions contained in Part 2 of the CONTRACT.
- 1.16 **SPORTING REGULATIONS** means the Sporting Regulations applicable to the CHAMPIONSHIP as published and amended by the AKK from time to time.
- 1.17 **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.
- 1.18 **TECHNICAL REGULATIONS** means the Technical Regulations applicable to the CHAMPIONSHIP as published and amended by the FIA/AKK from time to time

Signed:

On behalf of the AKK

On behalf of the PROVIDER:

In his/her capacity as:

In his/her capacity as:

In:

In:

On:

On:

Signed:

On behalf of the AKK:

In his/her capacity as:

In:

On:

APPENDICES

I - PRICING FORM

II – COMMERCIAL CO-OPERATION AGREEMENT (it is obligatory that a separate agreement will be drafted between parties including commercial co-operation, exploitation plan, etc)

APPENDIX I

Pricing form

	PRICE BEFORE TAX	PRICE INCLUSIVE OF ALL TAXES INSTALLING AND CHARGES
Tarmac hard compound tyre delivered, fitted on the rim (10'' x 18'') tyre maximum width 280mm, at the site of the Competition	€	€
Tarmac soft compound tyre delivered, fitted on the rim (10'' x 18'') tyre maximum width 280mm, at the site of the Competition	€	€
Tarmac wet compound tyre delivered, fitted on the rim (10'' x 18'') tyre maximum width 280mm, at the site of the Competition	€	€