



FEDERATION INTERNATIONALE DE L'AUTOMOBILE

FIA FORMULA E FINANCIAL RULEBOOK

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PREAMBLE TO THE FIA FORMULA E FINANCIAL RULEBOOK

1. This FIA Formula E Financial Rulebook (“FE Financial Rulebook”) is comprised of the following documents:
 - (a) FE Team Financial Regulations;
 - (b) FE Manufacturer Financial Regulations;
 - (c) General Governing Provisions;
 - (d) Appendix 1: Definitions; and
 - (e) Appendix 2: Standard Operating Procedure.
2. Unless otherwise stated, references to “Articles” in the FE Financial Rulebook are to Articles of the relevant document in which those references appear.
3. Unless otherwise stated, defined words and phrases in the FE Financial Rulebook (denoted by initial capital letters) have the meaning indicated in Appendix 1: Definitions.
4. The requirements of the FE Team Financial Regulations and the requirements of the FE Manufacturer Financial Regulations are distinct from and independent of each other, and the two sets of regulations will operate and be applied accordingly. Where an FE Team is also an FE Manufacturer, it must comply separately with both sets of regulations, including complying with both sets of reporting requirements and demonstrating compliance with both Cost Caps.
5. The General Governing Provisions set out the FIA’s disciplinary and regulatory functions in respect of the FE Financial Regulations, including the application and enforcement of those functions.
6. The Standard Operating Procedure contained in Appendix 2 governs the manner in which the Cost Cap Administration exercises its right under the FE Financial Regulations to make a Demand to be provided with, and granted access to, Electronic Devices.
7. The FE Financial Rulebook may be amended and/or supplemented by the FIA from time to time.

FIA FORMULA E FINANCIAL REGULATIONS FOR FE TEAMS

PUBLISHED ON 30 SEPTEMBER 2026

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1. GENERAL PRINCIPLES

Scope

- 1.1 These FE Team Financial Regulations come into force on 1 October 2026 in respect of Reporting Periods commencing on or after that date. They form part of the terms and conditions of participation in editions of the FIA Formula E World Championship taking place after that date. The rules on interpretation of these FE Team Financial Regulations are set out in Article 1 of the General Governing Provisions.
- 1.2 By participating in the Championship, each FE Team and each Relevant Person agree to be bound by and undertake to comply with these FE Team Financial Regulations, and acknowledge the sanctions set out in Articles 10 and 11 below that may be applied in case of failure to comply.
- 1.3 The requirements of these FE Team Financial Regulations and the requirements of the FE Manufacturer Financial Regulations are distinct from and independent of each other, and the two sets of regulations will operate and be applied accordingly. Where an FE Team is also an FE Manufacturer, it must comply separately with both sets of regulations, including complying with both sets of reporting requirements and demonstrating compliance with both Cost Caps.

Objectives

- 1.4 These FE Team Financial Regulations seek to promote the objectives set out below by introducing a Cost Cap that limits certain costs that an FE Team may incur (directly or via a related entity) in any Reporting Period in relation to participation in the Championship, while leaving that FE Team free to decide how to allocate resources within that Cost Cap.
- 1.5 Together with the FE Manufacturer Financial Regulations and the requirements set out in the FIA Registration Procedure, these FE Team Financial Regulations are intended to promote:
- (a) an environment to retain and attract the involvement of FE Teams and FE Manufacturers in the Championship;
 - (b) the competitive balance of the Championship;
 - (c) the sporting fairness of the Championship; and
 - (d) the long-term financial stability and sustainability of FE Teams and FE Manufacturers,
- while preserving and promoting the unique technology and engineering challenge for electrical powertrain development.

Amendments

- 1.6 The Cost Cap Administration will periodically review these FE Team Financial Regulations. These FE Team Financial Regulations may be amended and/or supplemented by the FIA World Motor Sport Council from time to time.

2. OBLIGATIONS OF FE TEAMS

- 2.1 In addition to its obligations under Article 4.1 to comply with the Cost Cap, each FE Team must, at its own cost:
- (a) submit the required Reporting Documentation to the Cost Cap Administration by the Reporting Deadline in respect of each Reporting Period;
 - (b) ensure that any Reporting Documentation and other documentation or information submitted on its behalf to the Cost Cap Administration is accurate, complete, not

misleading, and compliant with the requirements of these FE Team Financial Regulations;

- (c) provide (and must procure that its Personnel, the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel provide) access to such information and/or documentation, premises, and/or Personnel as the Cost Cap Administration, the Cost Cap Adjudication Panel, and/or the ICA may require from time to time (i) to monitor compliance with these FE Team Financial Regulations (Cost Cap Administration only); and/or (ii) to assess any actual, potential, or suspected non-compliance with these FE Team Financial Regulations (Cost Cap Administration, Cost Cap Adjudication Panel, and/or ICA);
- (d) submit any information or documentation required by the Cost Cap Administration in a Determination by the deadline specified in such Determination;
- (e) comply by the specified deadline with any requests for documentation, information/access and Demands made by the Cost Cap Administration pursuant to Article 2.11 of the General Governing Provisions, and procure that its Personnel and the other members of the FE Team's Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (f) retain and make available its documents (including the emails of the FE Team and/or its Personnel), accounting books and records, in respect of the previous five Reporting Periods in a manner that enables the Cost Cap Administration, any Independent Audit Firm appointed by the Cost Cap Administration, the Cost Cap Adjudication Panel, and the ICA to understand the content of the Reporting Documentation submitted on behalf of the FE Team in any such period, and procure that the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (g) cooperate fully and in a timely manner with the Cost Cap Administration in the exercise of its regulatory functions, including with any investigation conducted by or on behalf of the Cost Cap Administration pursuant to these FE Team Financial Regulations, and procure that its Personnel and the other members of the FE Team's Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (h) not delay, impede, or frustrate (or attempt to delay, impede, or frustrate) any investigation or other regulatory activity conducted by or on behalf of the Cost Cap Administration pursuant to these FE Team Financial Regulations (e.g., by providing false, misleading, or incomplete information, or by destroying potential evidence), and procure that its Personnel and the other members of the FE Team's Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (i) not threaten or seek to intimidate any person with the intent of discouraging such person from the Good Faith reporting of information that relates to an alleged breach of the FE Team Financial Regulations, and not retaliate against any person or witness who has provided (or may provide) evidence or information in Good Faith in relation to an alleged breach of the FE Team Financial Regulations to the FIA, the Stewards, any FIA Court or Judging Panel, any person conducting an investigation for the FIA, law enforcement, regulatory, or professional disciplinary body, or other competent body;
- (j) ensure that all of its Personnel (and must ensure that the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel) are:
 - (i) informed that the FE Team and its Personnel are subject to these FE Team Financial Regulations, and made aware of the content and substance of these FE Team Financial Regulations, including all of the requirements that they impose on the FE Team and on its Personnel;

- (ii) informed with respect to the ways in which their area of responsibility may impact the FE Team's compliance with these FE Team Financial Regulations; and
 - (iii) informed of the FIA ethics and compliance hotline available on the FIA website and provide assurances to all Personnel that the reporting of any breaches of the FIA Rules and Regulations via the FIA ethics and compliance hotline or through any other FIA process shall not constitute a breach of any contractual clauses between the Personnel and the FE Team or FE Manufacturer with regard to Confidential Information, and ensure protection clauses and appropriate policies are in effect for such Personnel;
 - (k) comply with any other obligations imposed on it in these FE Team Financial Regulations; and
 - (l) perform all of its obligations under these FE Team Financial Regulations in Good Faith, acting at all times with honesty and integrity, and in a spirit of transparency and cooperation.
- 2.2 Subject to Articles 2.14 and 2.16 of the General Governing Provisions, nothing in Article 2.1 shall constitute a waiver of legal rights by the FE Team (including in relation to Legal Professional Privilege).
- 2.3 The FE Team is strictly liable for any non-compliance with these FE Team Financial Regulations resulting from the actions of others, including any person acting on its behalf (including its Personnel and Relevant Persons) and any person acting on behalf of any member of its Reporting Perimeter, their Legal Groups, and/or Ultimate Controlling Party (including their respective Personnel). Without limiting the generality of the foregoing, the FE Team is bound by (and strictly liable for) any Declaration signed on its behalf or on behalf of its Ultimate Controlling Party.
- 2.4 All correspondence, documentation, and information submitted to the FIA shall be in English. The Cost Cap Administration may require an FE Team or Relevant Person to provide (at their own expense) a certified translation into English of any other document relied upon by the FE Team or Relevant Person in connection with their compliance with these FE Team Financial Regulations.
- 3. OBLIGATIONS OF RELEVANT PERSONS AND PERSONS SIGNING DECLARATIONS ON BEHALF OF THE FE TEAM**
- 3.1 Reporting Documentation submitted by or on behalf of an FE Team must be accompanied by Declarations in the format prescribed by the Cost Cap Administration from time to time in a Determination, in accordance with Article 7.1(e). Such Declarations must be:
- (a) signed by an authorised signatory for and on behalf of the FE Team, and separately by each Relevant Person in their individual capacity, at the date of the submission of the Reporting Documentation, to confirm in each case that:
 - (i) the Reporting Documentation that the Declarations accompany is complete, accurate, not misleading, and compliant with the requirements of these FE Team Financial Regulations; and
 - (ii) the FE Team has complied with the requirements of Article 2.1(j); and
 - (b) signed by an authorised signatory for and on behalf of the FE Team's Ultimate Controlling Party to confirm that the Reporting Perimeter Documentation is complete, accurate, not misleading, and compliant with the requirements of these FE Team Financial Regulations.
- 3.2 Each Relevant Person must:

- (a) not sign a Declaration that they are aware, or ought reasonably to be aware, is untrue;
 - (b) cooperate fully and in a timely manner with the Cost Cap Administration in the exercise of its regulatory functions, including with any investigation conducted by or on behalf of the Cost Cap Administration pursuant to these FE Team Financial Regulations;
 - (c) comply by the specified deadline with any request for information, documentation, access and Demands made by the Cost Cap Administration pursuant to Article 2.11 of the General Governing Provisions;
 - (d) comply with the terms of any provisional suspension or sanction(s) imposed on them pursuant to Article 11 or the terms of any ABA imposed on them pursuant to Article 2.39 of the General Governing Provisions; and
 - (e) perform all of their respective obligations under these FE Team Financial Regulations in Good Faith, acting at all times with honesty and integrity, and in a spirit of transparency and cooperation.
- 3.3 The FE Team is bound by, and responsible for, any Declaration signed on its behalf or on behalf of its Ultimate Controlling Party.

4. THE COST CAP

Relevant Costs

- 4.1 An FE Team must:
- (a) determine and report its Relevant Costs for each Reporting Period in its Presentation Currency in accordance with Articles 4-7; and
 - (b) not incur (either directly or via another entity) Relevant Costs that exceed the Cost Cap in the applicable Reporting Period.
- 4.2 For these purposes:
- (a) The "**Cost Cap**" is EUR 16,500,000 (sixteen million five hundred thousand euros) for each Reporting Period, subject to adjustment depending on the number of Competitions that take place in the Reporting Period and in each case adjusted for Indexation, as follows:
 - (i) in the event that fewer than 12 Competitions take place in the Reporting Period, the Cost Cap will be decreased by EUR 350,000 (three hundred and fifty thousand euros) multiplied by "X", where "X" is equal to 12 minus the number of Competitions taking place in the Reporting Period; and
 - (ii) in the event that more than 12 Competitions take place in the Reporting Period, the Cost Cap will be increased by EUR 350,000 (three hundred and fifty thousand euros) multiplied by "X", where X" is equal to the number of Competitions taking place in the Reporting Period minus 12;

provided that if any Competition in a Reporting Period is cancelled less than three months prior to the proposed start date of that Competition (or, where applicable, any rescheduled date), such Competition shall be deemed to have taken place in the applicable Reporting Period for the purposes of Article 4.2(a).
 - (b) Where an FE Team has a Presentation Currency other than Euros, amounts expressed in Euros in these FE Team Financial Regulations must be converted into the FE Team's Presentation Currency using the Initial Applicable Rate.

Reporting Perimeter

- 4.3 Subject to Article 4.4, an FE Team's **"Reporting Perimeter"** consists of the following entities (each a **"Reporting Perimeter Entity"**, and together the **"Reporting Perimeter Entities"**):
- (a) the FE Team itself;
 - (b) where the FE Team has incurred less than 90% of the costs of FE Team Activities undertaken by or on behalf of the FE Team in the Reporting Period, the entity (other than the FE Team) within the FE Team's Legal Group that incurred the greatest amount of the costs of FE Team Activities undertaken by or on behalf of the FE Team in the Reporting Period, followed (to the extent required) by the entity within the FE Team's Legal Group that incurred the next greatest amount of such costs, and so on, until the entities included within the Reporting Perimeter (including the FE Team) have incurred, in aggregate, 90% or more of the costs of the FE Team Activities undertaken by or on behalf of the FE Team in the Reporting Period;
 - (c) if the FE Team so chooses, additional entities within its Legal Group that have incurred costs of FE Team Activities undertaken by or on behalf of the FE Team in the Reporting Period; and
 - (d) if the FE Team so chooses, the FE Team Technical Partner(s), in which case:
 - (i) the reference to the FE Team's Legal Group in Article 4.3(b), Article 4.4, and Article 4.6 must be extended to include the Legal Group of the FE Team Technical Partner(s); and
 - (ii) the FE Team must include the FE Team Technical Partner(s) in its Reporting Perimeter in subsequent Reporting Periods, unless the Cost Cap Administration approves otherwise.
- 4.4 In determining an FE Team's Reporting Perimeter, the calculation of the costs of FE Team Activities undertaken by or on behalf of the FE Team in the Reporting Period:
- (a) will not include Finance Costs or costs that are Directly Attributable to Marketing Activities, Finance Activities, Legal Activities, and/or Human Resources Activities; and
 - (b) will be made having adjusted out any costs of FE Team Activities that are recharged from one member of the FE Team's Legal Group to another.
- 4.5 An FE Team shall seek clarification from the Cost Cap Administration if it is uncertain whether an entity should be included in its Reporting Perimeter.
- 4.6 In the calculation of Relevant Costs, the costs of any FE Team Activities incurred by entities within the FE Team's Legal Group but outside its Reporting Perimeter, other than Finance Costs or costs that are Directly Attributable to Marketing Activities, Finance Activities, Legal Activities, and/or Human Resources Activities undertaken by such entities, must either be:
- (a) recharged at Fair Value to a Reporting Perimeter Entity and thereby included within Total Costs of the Reporting Perimeter; or
 - (b) included in the calculation of Relevant Costs at Fair Value by way of an Adjustment to Total Costs of the Reporting Perimeter, as a Related Party Transaction pursuant to Article 6.1(a).
- 4.7 If more than 50% of the Total Costs of the FE Team are costs of Non-FE Team Activities, the FE Team may use Subset Accounts as part of its Reporting Documentation, provided it notifies the Cost Cap Administration in writing of its intention to do so by the deadline specified by the Cost Cap Administration via a Determination.

5. EXCLUSIONS

5.1 In calculating Relevant Costs, the following costs and amounts within Total Costs of the Reporting Perimeter may be excluded ("**Excluded Costs**"):

- (a) all costs Directly Attributable to Marketing Activities;
- (b) all costs Directly Attributable to Finance Activities, Legal Activities, and/or Human Resources Activities;
- (c) with respect to certain Non-FE Team Activities:
 - (i) all costs Directly Attributable to Non-FE Team Activities other than costs of Non-Manufacturer's Perimeter Components;
 - (ii) if the FE Team can prove to the satisfaction of the Cost Cap Administration that an identifiable portion of the following costs relates to activities that are not FE Team Activities (of the FE Team) and not FE Team Activities Of Other FE Team, that portion of those costs may be excluded:
 - (A) the costs of Consideration provided to Personnel;
 - (B) the costs of licenses in respect of software and patents; and
 - (C) the costs of electricity, gas, and water;
- (d) all costs Directly Attributable to any combination of Marketing Activities, Finance Activities, Legal Activities, Human Resources Activities, and Non-FE Team Activities;
- (e) all Mandatory Employer's Social Security Contributions;
- (f) all Property Costs;
- (g) all Finance Costs;
- (h) all Corporate Income Tax;
- (i) all foreign exchange gains and losses recognised in profit or loss, whether arising from settlement and/or re-measurement of monetary items denominated in a foreign currency or otherwise;
- (j) all amounts of depreciation, amortisation, impairment loss, and amounts as a result of revaluation or disposal of intangible assets and tangible assets, other than software and patents used to undertake FE Team Activities;
- (k) all lease costs that are Directly Attributable to plant and equipment and intangible assets, other than software and patents used to undertake FE Team Activities;
- (l) all Financial Penalties incurred for breach of these FE Team Financial Regulations;
- (m) all costs of Consideration paid and/or payable to an FE Driver for the time the person is engaged as an FE Driver, together with travel and accommodation costs in respect of each FE Driver;
- (n) if the FE Team is an Exiting FE Team, all Termination Fees;
- (o) all costs of Consideration provided to employees in respect of Parental Leave;
- (p) all Single Supplier NRE;

- (q) all Late Agreement Fee; and
- (r) all Sustainability Initiative Costs.

6. ADJUSTMENTS

6.1 The following Adjustments must be made to Total Costs of the Reporting Perimeter in order to calculate Relevant Costs:

- (a) an upward Adjustment as necessary to reflect a Related Party Transaction, Exchange Transaction, Additional Services, or FE Manufacturer and/or FE Team Transaction, excluding Mandatory Services, at not less than Fair Value;
- (b) an Adjustment pursuant to Article 6.3 to reflect costs of Inventories;
- (c) an Adjustment to include costs of Mandatory Services at an amount equal to the maximum price set out in the FIA Registration Procedure;
- (d) an Adjustment to include Research and Development costs in respect of FE Team Activities (including any capitalised costs) as Relevant Costs in the Reporting Period in which they are incurred;
- (e) an upward Adjustment to gross up the amount of Total Costs to the extent that (i) any costs included within Total Costs have been offset by associated income unless such offsetting is permitted under the FE Team's applicable accounting standards (except for any income from a government incentive scheme in respect of certain Research and Development activities and for any credit or discount received from the commercial rightsholder); or (ii) any costs have been offset within income and so not included in Total Costs; unless (in either case) the amount is subject to exclusion pursuant to Article 5; and
- (f) an Adjustment to ensure that any costs and/or losses incurred by a Reporting Perimeter Entity that are not recognised within its Total Costs (i.e. they are unrecorded costs or losses) are recognised within Relevant Costs in the relevant Reporting Period if under the applicable accounting standards they should have been recognised within profit or loss in the General Ledger during the relevant Reporting Period.

6.2 The following Adjustments may be made to Total Costs of the Reporting Perimeter in order to calculate Relevant Costs:

- (a) if a Reporting Perimeter Entity incurs a cost for a transaction in a currency other than the FE Team's Presentation Currency, the FE Team may make an Adjustment to Total Costs of the Reporting Perimeter to reflect the difference between (i) such cost converted into the FE Team's Presentation Currency using the Applicable Rate; and (ii) the value at which those costs were recorded on initial recognition within the calculation of Total Costs of the Reporting Perimeter. If an FE Team chooses to make such an Adjustment, it must be made for all costs within Total Costs of the Reporting Perimeter that have been transacted in currencies other than the FE Team's Presentation Currency, unless any such costs have otherwise been excluded from Total Costs of the Reporting Perimeter pursuant to Article 5;
- (b) if the Reporting Period is not the last Reporting Period of the Generation 4 in which the FE Team participates, up to 50% of the costs of Component of an FE Car and costs of Battery Refurbishment first used/supplied during the current Reporting Period may be carried over to the following Reporting Period. For the avoidance of doubt, such Adjustment is final and binding upon submission of the Reporting Documentation.

Inventories

6.3 Inventories:

- (a) Costs of Components of an FE Car of Generation 4 must be included in the calculation of Relevant Costs as follows:
 - (i) at an amount to be communicated by the Cost Cap Administration via a Determination to be issued three months after the submission of the FE Manufacturer's Final Car Catalogue as per the FIA Registration Procedure; and
 - (ii) in the Reporting Period in which:
 - (A) they are first used, in the case of Manufacturer's Perimeter Components;
 - (B) they are supplied to a Reporting Perimeter Entity or an FE Team Technical Partner, in the case of Non-Manufacturer's Perimeter Components;in each case subject to the requirements set out in the Determination pursuant to paragraph (i) above.
 - (iii) if this is the first edition of the Championship in which an FE Team participates;
 - (A) costs of Non-Manufacturer's Perimeter Components supplied to a Reporting Perimeter Entity and/or FE Team Technical Partner before the beginning of the first Reporting Period in which the FE Team participates must be included in Relevant Costs; and
 - (B) costs of Manufacturer's Perimeter Components first used before the first Reporting Period in which the FE Team participates must be included in Relevant Costs.
- (b) Costs of Inventories that are not Components of an FE Car must be included in the calculation of Relevant Costs as follows:
 - (i) at not less than Fair Value; and
 - (ii) in the Reporting Period in which the item of Inventories in question is first used in respect of FE Team Activities.
- (c) An FE Team may make a downward Adjustment of EUR 150,000 for each instance where the FIA, in its sole discretion, considers that a survival cell is materially damaged due to a collision in a Competition, up to a maximum total downward Adjustment of EUR 300,000 in the Reporting Period;
- (d) An FE Team may offset costs of Components of an FE Car against the reimbursement paid and/or payable by the commercial rightsholder in connection with the evo session Promotional Event as prescribed by a Determination, to the extent such costs are included in Relevant Costs; and
- (e) For the Reporting Period commencing on 1 October 2026 only, costs of Components of an FE Car of Generation 4 first used / supplied before 1 October 2026 must be included in Relevant Costs.

7. REPORTING REQUIREMENTS

- 7.1 By the Reporting Deadline, an FE Team must submit the following documents to the Cost Cap Administration in respect of the Reporting Period ending on 30 September (the "**Reporting Documentation**"):
- (a) documentation containing the following information (the "**Reporting Perimeter Documentation**");
 - (i) details of each Reporting Perimeter Entity for that FE Team for the applicable Reporting Period;
 - (ii) details of the Legal Group of the Reporting Perimeter Entities; and
 - (iii) confirmation that no other entity qualifies as a Reporting Perimeter Entity in accordance with Article 4.3;
 - (b) the latest available Annual Financial Statements in respect of each Reporting Perimeter Entity;
 - (c) if applicable, the Subset Accounts of the FE Team for the Reporting Period;
 - (d) documentation setting out the calculation of Relevant Costs for the Reporting Period, disclosing Total Costs of the Reporting Perimeter (with a reconciliation to the costs and losses reported in the Annual Financial Statements and, if applicable, the Subset Accounts), and specifying any Excluded Costs and Adjustments (the "**Financial Reporting Documentation**"); and
 - (e) the Declarations.
- 7.2 The required format of the Reporting Documentation and other documentation will be prescribed by the Cost Cap Administration from time to time in a Determination.
- 7.3 The Total Costs of the Reporting Perimeter and the Relevant Costs set out in the Financial Reporting Documentation must be derived from the General Ledger of the FE Team or other Reporting Perimeter Entity (as applicable), and the Excluded Costs and Adjustments included in the calculation of Relevant Costs must be set out clearly with adequate supporting explanation.
- 7.4 The Cost Cap Administration will review the Reporting Documentation submitted by the FE Team to identify any instances of non-compliance with the FE Team Financial Regulations as further set out at Article 2.19 et seq. in the General Governing Provisions.

8. CATEGORIES OF BREACH APPLICABLE TO FE TEAMS

Procedural Breach

- 8.1 A "**Procedural Breach**" arises when an FE Team commits any breach of these FE Team Financial Regulations (including any Determination), that is not an Overspend Breach or a Non-Submission Breach.
- 8.2 Examples of Procedural Breaches include:
- (a) failing to comply with the requirements in respect of Declarations pursuant to Article 3.1;
 - (b) failing to comply with a written request for documentation, information, or access or a Demand from the Cost Cap Administration pursuant to Article 2.11 of the General Governing Provisions;

- (c) failing to submit information or documentation required by any Determination by the applicable deadline included in that Determination;
 - (d) making a Late Submission;
 - (e) late provision of information or documentation relevant to the Cost Cap Administration's review of the Reporting Documentation pursuant to Article 2.21 of the General Governing Provisions;
 - (f) failing to cooperate fully and in a timely manner with the Cost Cap Administration in the exercise of its regulatory functions, including with any investigation conducted by or on behalf of the Cost Cap Administration;
 - (g) delaying, impeding, or frustrating the exercise by the Cost Cap Administration of its regulatory functions, including any investigation conducted by or on behalf of the Cost Cap Administration, or any attempt to do so;
 - (h) submitting Reporting Documentation that is inaccurate, incomplete, misleading, or otherwise not compliant with these FE Team Financial Regulations;
 - (i) failing to comply with the terms of an ABA;
 - (j) failing to comply with any other obligations set out in Article 2 or elsewhere in these FE Team Financial Regulations; or
 - (k) incurring an Immaterial Cost Deviation.
- 8.3 When conducting its review of the Reporting Documentation, the Cost Cap Administration may apply a materiality threshold for the applicable Reporting Period when determining whether or not an FE Team has committed a Procedural Breach for the submission of inaccurate or incomplete Reporting Documentation. Any materiality threshold applied by the Cost Cap Administration shall be applied in a consistent manner that treats all FE Teams equally.
- 8.4 In the event that the Cost Cap Adjudication Panel determines that an FE Team has committed a Procedural Breach, the Cost Cap Adjudication Panel shall impose a Financial Penalty, unless:
- (a) the Cost Cap Adjudication Panel determines that sufficient mitigating factor(s) exist to justify not doing so; or
 - (b) the Cost Cap Adjudication Panel determines that sufficient aggravating factor(s) exist, in which case it shall impose one or more Minor Sporting Penalties in addition to the Financial Penalty, or in lieu of the Financial Penalty; or
 - (c) the Cost Cap Adjudication Panel determines that the Procedural Breach has made it impossible to determine whether or not the Respondent has committed a Minor Overspend Breach and/or a Material Overspend Breach, the Cost Cap Adjudication Panel may impose one or more of the sanctions that it would have had discretion to impose if such Minor Overspend Breach or Material Overspend Breach (as applicable) had been proved, either in addition to or in lieu of the Financial Penalty.

Late Submissions and Non-Submission

- 8.5 In the event that an FE Team does not submit the Reporting Documentation by the Reporting Deadline (a "**Late Submission**"), the Cost Cap Administration shall issue a late submission notice ("**Late Submission Notice**") to the FE Team (the "**Late Submitting Team**"). The Late Submission Notice is equivalent to an Initial Notice.

- 8.6 Each Late Submitting Team shall, within two business days of receipt of the Late Submission Notice, provide the Cost Cap Administration with a written explanation of the reasons for its Late Submission.
- 8.7 The Cost Cap Administration may grant the Late Submitting Team an extension to the Reporting Deadline provided that it is satisfied with the written explanation pursuant to Article 8.6 (the "**Extended Reporting Deadline**").
- 8.8 In the event that a Late Submitting Team:
- (a) does not provide a written response to a Late Submission Notice within the specified time;
 - (b) provides a written response to a Late Submission Notice within the specified time but such response is deemed unsatisfactory by the Cost Cap Administration; or
 - (c) does not submit all of the Reporting Documentation, fully completed, by the Extended Reporting Deadline,
- the Late Submitting Team shall have committed a "**Non-Submission Breach**" and shall be immediately referred to the Cost Cap Adjudication Panel, following the issue of a Final Notice by the Cost Cap Administration.
- 8.9 In the event the Cost Cap Adjudication Panel determines that an FE Team has committed a Non-Submission Breach (as per Article 8.8), the Cost Cap Adjudication Panel shall impose a deduction of Championship points awarded to the FE Team for the Championship(s) that took place within the Reporting Period(s) of the breach or for any subsequent Championship(s), and additionally may impose a Financial Penalty and/or any other appropriate Material Sporting Penalties.

Overspend Breaches

- 8.10 A "**Minor Overspend Breach**" arises when:
- (a) an FE Team submits its Reporting Documentation and Relevant Costs reported therein exceed the Cost Cap by less than 5%; or
 - (b) following the review of an FE Team's Reporting Documentation (including, where applicable, the conclusion of any investigation undertaken by or on behalf of the Cost Cap Administration), the FE Team's Relevant Costs have been determined to exceed the Cost Cap by less than 5%.
- In the circumstances set out in either Article 8.10(a) or 8.10(b) above, the Cost Cap Administration has not determined that it is an Immaterial Cost Deviation.
- 8.11 In the event the Cost Cap Adjudication Panel determines that an FE Team has committed a Minor Overspend Breach, the Cost Cap Adjudication Panel shall impose a Financial Penalty and any other appropriate Minor Sporting Penalties.
- 8.12 A "**Material Overspend Breach**" arises when:
- (a) an FE Team submits its Reporting Documentation and Relevant Costs reported therein exceed the Cost Cap by 5% or more; or
 - (b) following the review of an FE Team's Reporting Documentation (including, where applicable, the conclusion of any investigation undertaken by or on behalf of the Cost Cap Administration), the FE Team's Relevant Costs have been determined to exceed the Cost Cap by 5% or more.

- 8.13 In the event the Cost Cap Adjudication Panel determines that an FE Team has committed a Material Overspend Breach, the Cost Cap Adjudication Panel will impose a deduction of Championship points awarded to the FE Team for the Championship(s) that took place within the Reporting Period(s) of the breach and/or for any subsequent Championship(s), and additionally shall impose a Financial Penalty and any other appropriate Material Sporting Penalties.

9. CATEGORIES OF BREACH APPLICABLE TO RELEVANT PERSONS

- 9.1 A Relevant Person will be considered in breach of these FE Team Financial Regulations if they fail to comply with any of the obligations set out in Article 3.2.
- 9.2 The categories of breach applicable to FE Teams do not apply to Relevant Persons. However, FE Teams are strictly liable for any actions of their Personnel, which include Relevant Persons.

10. SANCTIONS APPLICABLE TO FE TEAMS

- 10.1 The following sanctions may be imposed on an FE Team for breach of these FE Team Financial Regulations as set out in Article 8:

- (a) a **"Financial Penalty"**, meaning a fine of an amount to be determined on a case-by-case basis, based on the nature, extent, and/or effect of the breach in question;
- (b) a **"Minor Sporting Penalty"**, meaning one or more of the following:
 - (i) public reprimand;
 - (ii) deduction of Championship points awarded to the FE Team for the Championship(s) that took place within the Reporting Period(s) of the breach or for any subsequent Championship(s);
 - (iii) deduction of Championship points awarded to the FE Team's FE Drivers for the Championship(s) that took place within the Reporting Period(s) of the breach or for any subsequent Championship(s);
 - (iv) suspension of the FE Team from one or more stages of any Competition(s), other than the race itself;
 - (v) restrictions on the ability of the FE Team to conduct on-track testing;
 - (vi) reduction of the Cost Cap for the FE Team in question for a specified period, provided that such reduction may only be applied with respect to (one or more) Reporting Periods that post-date the date of imposition of the sanction;
 - (vii) reduction of carry over allowed pursuant to Article 6.2(b); and/or
 - (viii) certain sanctions as permitted under Article 12.4 of the International Sporting Code, as applicable to the FE Team, including a drop of grid position(s), obligation for an FE Driver to start a race from the pit lane, time penalty, penalty lap(s), drive-through penalty, stop-and-go or stop-and-go with a prescribed stop time (and excluding Disqualification, Suspension and Exclusion).
- (c) a **"Material Sporting Penalty"**, meaning one or more of the following:
 - (i) any Minor Sporting Penalty in accordance with Article 10.1(b);
 - (ii) suspension of the FE Team from an entire Competition (or Competitions), including the race itself; and/or

- (iii) exclusion of the FE Team from the Championship for a specified period;

- 10.2 The Cost Cap Adjudication Panel may suspend the application of any sanction in accordance with the FIA Judicial and Disciplinary Rules.
- 10.3 Failure to comply with the terms of any provisional suspension or sanction(s) will constitute a further breach of these FE Team Financial Regulations, and such failure will constitute an aggravating factor for sanctioning purposes.

Enhanced monitoring

- 10.4 In addition to any of the sanctions listed in Article 10.1, the Cost Cap Adjudication Panel has the power to impose enhanced monitoring requirements in respect of an FE Team.

Aggravating or mitigating factors

- 10.5 In determining the sanctions appropriate for a particular case, the Cost Cap Adjudication Panel shall take into account any aggravating or mitigating factors.
- 10.6 Examples of aggravating factors include:
- (a) failure to cooperate;
 - (b) any element of bad faith, dishonesty, wilful concealment, or fraud;
 - (c) multiple breaches of these FE Financial Regulations in the Reporting Period in question;
 - (d) breaches of these FE Financial Regulations in respect of previous Reporting Period(s); and
 - (e) quantum of the breach of the Cost Cap.
- 10.7 Examples of mitigating factors include:
- (a) voluntary disclosure of a breach to the Cost Cap Administration before it was aware of such breach;
 - (b) track record of compliance with these FE Team Financial Regulations in previous Reporting Periods;
 - (c) Force Majeure Events; and
 - (d) full and unfettered cooperation with the Cost Cap Administration and any persons assisting it pursuant to Article 2.3 of the General Governing Provisions.

Payment of a Financial Penalty

- 10.8 Payment of all fines under these FE Team Financial Regulations shall be made within 30 days of notification of the relevant decision, unless there is good reason to impose different payment conditions. In the event that an appeal is made, payment shall be suspended until the outcome of the appeal is determined pursuant to Article 4 of the General Governing Provisions.
- 10.9 Subject to Article 10.8, any delay in the payment of all fines under these FE Team Financial Regulations automatically divests the FE Team concerned of the right to participate in the Championship until that payment has been made.
- 10.10 Without prejudice to Article 10.9, interest shall be payable by the FE Team to the FIA in respect of any fines not paid by the due date, accruing daily on the principal amount outstanding from

the due date until the date of actual payment, at a rate of 5% above the European Central Bank's main refinancing interest rate on the relevant due date.

11. SANCTIONS FOR BREACH APPLICABLE TO RELEVANT PERSONS

11.1 Where a Relevant Person admits or is found to have breached any of their obligations under Article 3, a provisional suspension and/or any sanctions as permitted under the International Sporting Code may be imposed by the Cost Cap Administration in an ABA or by the Cost Cap Adjudication Panel, including:

- (a) warning;
- (b) public reprimand;
- (c) obligation to accomplish some work of public interest;
- (d) withholding and/or cancellation of FIA registrations and/or licences for a specified period of time;
- (e) removal of the right to access Reserved Areas at Competitions forming part of any FIA World Championship for a specified period of time;
- (f) suspension for a specified period of time from taking part or exercising any role, directly or indirectly and in any capacity whatsoever, in (i) any Competition organised or regulated by the FIA or the ASNs (as defined in the International Sporting Code), or placed under their authority, (ii) any preparatory testing and training organised or regulated by the FIA or the ASNs (or placed under their authority) or organised by their members or licence-holders, and/or (iii) any FE Team Activities; and/or
- (g) definitive exclusion from taking part in any Competition whatsoever.

11.2 Articles 10.2 (suspended sanctions), 10.3 (failure to comply with sanction), and 10.5-10.7 (aggravating and mitigating factors) apply, mutatis mutandis, to sanctions on Relevant Persons, to the extent relevant.

FIA FORMULA E FINANCIAL REGULATIONS FOR FE MANUFACTURERS

PUBLISHED ON 30 SEPTEMBER 2026

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1. GENERAL PRINCIPLES

Scope

- 1.1 These FE Manufacturer Financial Regulations come into force on 1 October 2026 in respect of Reporting Periods commencing on or after that date. They form part of the terms and conditions on which FE Manufacturers supply FE Cars for use in editions of the FIA Formula E World Championship taking place after that date. The rules on interpretation of these FE Manufacturer Financial Regulations are set out in Article 1 of the General Governing Provisions.
- 1.2 Each FE Manufacturer that registers with the FIA pursuant to the FIA Registration Procedure, and each Relevant Person agree to be bound by and undertake to comply with these FE Manufacturer Financial Regulations, and acknowledge the sanctions set out at Articles 10 and 11 below that may be applied in case of failure to comply.
- 1.3 The requirements of these FE Manufacturer Financial Regulations and the requirements of the FE Team Financial Regulations are distinct from and independent of each other, and the two sets of regulations will operate and be applied accordingly. Where an FE Team is also an FE Manufacturer, it must comply separately with both sets of regulations, including complying with both sets of reporting requirements and demonstrating compliance with both Cost Caps.
- 1.4 In the case of an FE Manufacturer only, the FE Manufacturer must comply with these FE Manufacturer Financial Regulations in respect of the two Reporting Periods preceding the first edition of the Championships in which an FE Car that it has supplied is used, irrespective of when the FE Manufacturer registers with the FIA. However, if the FE Manufacturer supplies an FE Car for use in the Reporting Period commencing on 1 October 2027, the Cost Cap applicable to the Reporting Period ending on 30 September 2026 will be the Cost Cap of the Reporting Period ending on 30 September 2027.

Objectives

- 1.5 These FE Manufacturer Financial Regulations seek to promote the objectives set out below by introducing a Cost Cap that limits the amount of certain costs that an FE Manufacturer may incur (directly or via a related entity) in any Reporting Period in relation to the supply of FE Cars to FE Teams, while leaving that FE Manufacturer free to decide how to allocate resources within that Cost Cap.
- 1.6 Together with the FE Team Financial Regulations and the requirements set out in the FIA Registration Procedure, these FE Manufacturer Financial Regulations are intended to promote:
- (a) an environment to retain and attract the involvement of FE Teams and FE Manufacturers in the Championship;
 - (b) the competitive balance of the Championship;
 - (c) the sporting fairness of the Championship; and
 - (d) the long-term financial stability and sustainability of FE Teams and FE Manufacturers,
- while preserving and promoting the unique technology and engineering challenge for electrical powertrain development.

Amendments

- 1.7 The Cost Cap Administration shall periodically review these FE Manufacturer Financial Regulations. These FE Manufacturer Financial Regulations may be amended and/or supplemented by the FIA World Motor Sport Council from time to time. In accordance with the International Sporting Code, amendments to these FE Manufacturer Financial Regulations are published at the latest on the opening date for applications by FE Teams for participation in the FIA Formula E World Championship.

2. OBLIGATIONS OF FE MANUFACTURERS

2.1 In addition to its obligations under Article 4.1 to comply with the Cost Cap, each FE Manufacturer must, at its own cost:

- (a) submit the required Reporting Documentation to the Cost Cap Administration by the Reporting Deadline in respect of each Reporting Period;
- (b) ensure that any Reporting Documentation and other documentation or information submitted on its behalf to the Cost Cap Administration is accurate, complete, not misleading, and compliant with the requirements of these FE Manufacturer Financial Regulations;
- (c) provide (and must procure that its Personnel, the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel provide) access to such information and/or documentation, premises, and/or Personnel as the Cost Cap Administration, the Cost Cap Adjudication Panel, and/or the ICA may require from time to time (i) to monitor compliance with these FE Manufacturer Financial Regulations (Cost Cap Administration only); and/or (ii) to assess any actual, potential, or suspected non-compliance with these FE Manufacturer Financial Regulations (Cost Cap Administration, Cost Cap Adjudication Panel, and/or ICA);
- (d) submit any information or documentation required by the Cost Cap Administration in a Determination by the deadline specified in such Determination;
- (e) comply by the specified deadline with any requests for documentation, information/access and Demands made by the Cost Cap Administration pursuant to Article 2.11 of the General Governing Provisions, and procure that its Personnel and the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (f) retain and make available its documents (including the emails of the FE Manufacturer and/or its Personnel), accounting books and records, respectively, in respect of the previous five Reporting Periods in a manner that enables the Cost Cap Administration, any Independent Audit Firm appointed by the Cost Cap Administration, the Cost Cap Adjudication Panel, and the ICA to understand the content of the Reporting Documentation submitted on behalf of the FE Manufacturer in any such period, and procure that the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (g) cooperate fully and in a timely manner with the Cost Cap Administration in the exercise of its regulatory functions, including with any investigation conducted by or on behalf of the Cost Cap Administration pursuant to these FE Manufacturer Financial Regulations, and procure that its Personnel and the other members of the its Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (h) not delay, impede, or frustrate (or attempt to delay, impede, or frustrate) any investigation or other regulatory activity conducted by or on behalf of the Cost Cap Administration pursuant to these FE Manufacturer Financial Regulations (e.g., by providing false, misleading, or incomplete information, or by destroying potential evidence), and procure that its Personnel and the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel do the same;
- (i) not threaten or seek to intimidate any person with the intent of discouraging such person from the Good Faith reporting of information that relates to an alleged breach of the FE Manufacturer Financial Regulations, and not retaliate against any person or witness who has provided (or may provide) evidence or information in Good Faith in relation to an alleged breach of the FE Manufacturer Financial Regulations to the FIA, the Stewards, any FIA Court or Judging Panel, any person conducting an investigation

for the FIA, law enforcement, regulatory or professional disciplinary body, or other competent body;

- (j) ensure that all of its Personnel (and must ensure that the other members of its Reporting Perimeter and their Legal Groups and their respective Personnel) are:
 - (i) informed that the FE Manufacturer and its Personnel are subject to these FE Manufacturer Financial Regulations, and made aware of the content and substance of these FE Manufacturer Financial Regulations, including all of the requirements that they impose on the FE Manufacturer and on its Personnel;
 - (ii) informed and appropriately trained with respect to the ways in which their areas of responsibility may impact the FE Manufacturer's compliance with these FE Manufacturer Financial Regulations; and
 - (iii) informed of the FIA ethics and compliance hotline available on the FIA website and provide assurances to all Personnel that the reporting of any breaches of the FIA Rules and Regulations via the FIA ethics and compliance hotline or through any other FIA process shall not constitute a breach of any contractual clauses between the Personnel and the FE Team or FE Manufacturer with regard to Confidential Information, and ensure protection clauses and appropriate policies are in effect for such Personnel;
 - (k) comply with any other obligations imposed on it in these FE Manufacturer Financial Regulations; and
 - (l) perform all of its obligations under these FE Manufacturer Financial Regulations in Good Faith, acting at all times with honesty and integrity, and in a spirit of transparency and cooperation.
- 2.2 Subject to Articles 2.14 and 2.16 of the General Governing Provisions, nothing in Article 2.1 shall constitute a waiver of legal rights by the FE Manufacturer (including in relation to Legal Professional Privilege).
- 2.3 The FE Manufacturer is strictly liable for any non-compliance with these FE Manufacturer Financial Regulations resulting from the actions of others, including any person acting on its behalf (including its Personnel and Relevant Persons) and any person acting on behalf of any member of its Reporting Perimeter, their Legal Groups, and/or Ultimate Controlling Party (including their respective Personnel). Without limiting the generality of the foregoing, the FE Manufacturer is bound by (and strictly liable for) any Declaration signed on its behalf or on behalf of its Ultimate Controlling Party.
- 2.4 All correspondence, documentation, and information submitted to the FIA shall be in English. The Cost Cap Administration may require an FE Manufacturer or Relevant Person to provide (at their own expense) a certified translation into English of any other document relied upon by the FE Manufacturer or Relevant Person in connection with their compliance with these FE Manufacturer Financial Regulations.
- 3. OBLIGATIONS OF RELEVANT PERSONS AND PERSONS SIGNING DECLARATIONS ON BEHALF OF THE FE MANUFACTURER**
- 3.1 Reporting Documentation submitted by or on behalf of an FE Manufacturer must be accompanied by Declarations in the format prescribed by the Cost Cap Administration from time to time in a Determination, in accordance with Article 7.1(e). Such Declarations must be:
- (a) signed by an authorised signatory for and on behalf of the FE Manufacturer, and separately by each Relevant Person in their individual capacity, at the date of the submission of the Reporting Documentation, to confirm in each case that:

- (i) the Reporting Documentation that the Declarations accompany is complete, accurate, not misleading, and compliant with the requirements of these FE Manufacturer Financial Regulations; and
- (ii) the FE Manufacturer has complied with the requirements of Article 2.1(j); and
- (b) signed by an authorised signatory for and on behalf of the FE Manufacturer's Ultimate Controlling Party to confirm that the Reporting Perimeter Documentation is complete, accurate, not misleading, and compliant with the requirements of these FE Manufacturer Financial Regulations.

3.2 Each Relevant Person must:

- (a) not sign a Declaration that they are aware, or ought reasonably to be aware, is untrue;
- (b) cooperate fully and in a timely manner with the Cost Cap Administration in the exercise of its regulatory functions, including with any investigation conducted by or on behalf of the Cost Cap Administration pursuant to these FE Manufacturer Financial Regulations;
- (c) comply by the specified deadline with any request for information, documentation, access and Demands made by the Cost Cap Administration pursuant to Article 2.11 of the General Governing Provisions;
- (d) comply with the terms of any provisional suspension or sanction(s) imposed on them pursuant to Article 11 or the terms of any ABA imposed on them pursuant to Article 2.39 of the General Governing Provisions; and
- (e) perform all of their respective obligations under these FE Manufacturer Financial Regulations in Good Faith, acting at all times with honesty and integrity, and in a spirit of transparency and cooperation.

3.3 The FE Manufacturer is bound by, and responsible for, any Declaration signed on its behalf or on behalf of its Ultimate Controlling Party.

4. THE COST CAP

4.1 An FE Manufacturer must:

- (a) determine and report its Relevant Costs for each Reporting Period in its Presentation Currency in accordance with Articles 4-7; and
- (b) not incur (either directly or via another entity) Relevant Costs that in aggregate exceed the Cost Cap in the applicable Reporting Period.

4.2 For these purposes:

- (a) The "**Cost Cap**" applicable to an FE Manufacturer registered in accordance with the FIA Registration Procedure for Generation 4 is as follows (in each case adjusted for Indexation) :

For the Reporting Period ending on:	Cost Cap:
30 September 2027	EUR 15,000,000
30 September 2028	EUR 15,000,000
30 September 2029	EUR 10,000,000
30 September 2030	EUR 5,000,000

- (b) Where an FE Manufacturer has a Presentation Currency other than Euros, amounts expressed in Euros in these FE Manufacturer Financial Regulations must be converted into the FE Manufacturer's Presentation Currency using the Initial Applicable Rate.
- (c) The Cost Cap applicable to FE Manufacturers registered in accordance with the FIA Registration Procedure for subsequent Generation(s) will be increased by such additional amount, and with effect from such Reporting Period, as may be determined by the Cost Cap Administration.

Reporting Perimeter

4.3 An FE Manufacturer's **"Reporting Perimeter"** consists of the following entities (each a **"Reporting Perimeter Entity"** and together the **"Reporting Perimeter Entities"**):

- (a) the FE Manufacturer itself;
- (b) any other entities within the FE Manufacturer's Legal Group that incur Reported Costs of Regulated Activities in the Reporting Period in question; and
- (c) if the FE Manufacturer so chooses, the FE Manufacturer Technical Partner(s), in which case:
 - (i) the reference to the FE Manufacturer's Legal Group in Article 4.3(b) must be extended to include the Legal Group of the FE Manufacturer Technical Partner(s); and
 - (ii) the FE Manufacturer must include the FE Manufacturer Technical Partner(s) in its Reporting Perimeter in subsequent Reporting Periods, unless the Cost Cap Administration approves otherwise.

4.4 An FE Manufacturer shall seek clarification from the Cost Cap Administration if it is uncertain whether an entity should be included in its Reporting Perimeter.

5. EXCLUSIONS

5.1 In calculating Relevant Costs, the following costs and amounts within Reported Costs of Regulated Activities of the Reporting Perimeter may be excluded (**"Excluded Costs"**):

- (a) if the FE Manufacturer can prove to the satisfaction of the Cost Cap Administration that an identifiable portion of the following costs shared between Regulated Activities and Non-Regulated Activities relates to Non-Regulated Activities, that portion of those costs may be excluded:
 - (i) the costs of Consideration provided to Personnel;
 - (ii) the costs of licences in respect of software and patents; and
 - (iii) the cost of parts, consumables and outsourced services incurred for the maintenance of an item of plant or equipment;
- (b) in respect of an FE Car supplied to an Additional Team:
 - (i) all Reported Costs that are Directly Attributable to Manufacture Activities and/or Mandatory Services in respect of the Additional Team other than costs of Non-Manufacturer's Perimeter Components; and
 - (ii) if the FE Manufacturer can prove to the satisfaction of the Cost Cap Administration that an identifiable portion of the costs of Consideration provided to any Personnel relates to Manufacture Activities and/or Mandatory

Services in respect of the Additional Team, that portion of those costs may be excluded;

- (c) all costs in respect of Manufacturer's Perimeter Spare Components supplied to the Primary Team in the Reporting Period;
- (d) all Single Supplier NRE; and
- (e) all Restructuring Costs Directly Attributable to a Restructuring Plan, provided that employee(s) made redundant:
 - (i) do not subsequently undertake Regulated Activities and/or FE Team Activities on behalf of the FE Manufacturer and/or its FE Team(s); and
 - (ii) had more than two years of residual contractual engagement.

6. ADJUSTMENTS

6.1 The following Adjustments must be made to Reported Costs of Regulated Activities of the Reporting Perimeter in order to calculate Relevant Costs:

- (a) an upward Adjustment as necessary to reflect a Related Party Transaction, Exchange Transaction, or FE Manufacturer and/or FE Team Transaction at not less than Fair Value;
- (b) an Adjustment pursuant to Article 6.3 to reflect costs of Inventories;
- (c) an Adjustment to include Research and Development costs in respect of Regulated Activities (including any capitalised costs) as Relevant Costs in the Reporting Period in which they are incurred;
- (d) an Adjustment to ensure that any Reported Costs of Regulated Activities incurred by a Reporting Perimeter Entity that are not recognised within the Reported Costs of Regulated Activities of the Reporting Perimeter (i.e. they are unrecorded costs or losses) are recognised within Relevant Costs in the relevant Reporting Period if under applicable accounting standards they should have been recognised within profit or loss in the General Ledger during the relevant Reporting Period; and
- (e) an upward Adjustment to include an individual's Restructuring Costs that were excluded in the previous two Reporting Periods pursuant to Article 5.1(e), if, during the Reporting Period, this individual undertook Regulated Activities and/or FE Team Activities on behalf of the FE Manufacturer and/or its FE Team(s).

6.2 The following Adjustments may be made to Reported Costs of Regulated Activities of the Reporting Perimeter in order to calculate Relevant Costs:

- (a) if a Reporting Perimeter Entity incurs a cost for a transaction in a currency other than the FE Manufacturer's Presentation Currency, the FE Manufacturer may make an Adjustment to reflect the difference between (i) such cost converted into the FE Manufacturer's Presentation Currency using the Applicable Rate; and (ii) the value at which those costs were recorded on initial recognition within the Reported Costs of Regulated Activities of the Reporting Perimeter. If an FE Manufacturer chooses to make such an Adjustment, it must be made for all costs within the Reported Costs of Regulated Activities of the Reporting Perimeter that have been transacted in currencies other than the FE Manufacturer's Presentation Currency unless any such costs have otherwise been excluded from Reported Costs of Regulated Activities of the Reporting Perimeter pursuant to Article 5;
- (b) if the Reporting Period is not the last Reporting Period in which the FE Manufacturer supplies FE Cars:

- (i) an amount not exceeding that specified in the following table may be carried over to the subsequent Reporting Period;

In the Reporting Period ending on:	Maximum amount for carry over:
30 September 2027	EUR 3,000,000
30 September 2028	EUR 3,000,000
30 September 2029	EUR 0
30 September 2030	EUR 0

- (ii) an amount not exceeding that specified in the following table may be anticipated to the current Reporting Period for future costs from the following Reporting Period;

In the Reporting Period ending on:	Maximum amount to be anticipated:
30 September 2027	EUR 3,000,000
30 September 2028	EUR 3,000,000
30 September 2029	EUR 3,000,000
30 September 2030	EUR 0

For the avoidance of doubt, such Adjustment is final and binding upon submission of the Reporting Documentation.

- (c) For each day the FE Manufacturer has participated in combined Testing organised at the request of the FIA and specified by the Cost Cap Administration via a Determination, the FE Manufacturer may make a downward Adjustment in the calculation of Relevant Costs equal to the amount communicated in the Determination; and
- (d) For each FE Manufacturer test days organised in the Reporting Period and allocated to an FE Team in accordance with the FIA Registration Procedure, the FE Manufacturer may make a downward Adjustment of EUR 60,000 per day of mandatory Testing and/or EUR 90,000 per day of non-mandatory Testing in the calculation of Relevant Costs. The aggregate number of test days eligible for such Adjustment shall not exceed the maximum number of test days permitted under the FIA Registration Procedure (including both mandatory and non-mandatory test days).

Inventories

6.3 Inventories:

- (a) Costs of Components of an FE Car must be included in Relevant Costs as follows:
- (i) costs of Initial Components must be included in Relevant Costs in the Reporting Period prior to the Reporting Period in which they will be first used by the FE Team in a Competition;
 - (ii) costs of Manufacturer's Perimeter Spare Components used in respect of Regulated Activities must be included in Relevant Costs in the Reporting Period in which they are first used;
 - (iii) costs of Non-Manufacturer's Perimeter Components must be included in Relevant Costs in the Reporting Period in which they are supplied to a Reporting Perimeter Entity or an FE Manufacturer Technical Partner, subject to the requirements set out via a Determination.

- (b) Costs of Inventories that are not Components of an FE Car must be included in Relevant Costs as follows:
 - (i) at not less than Fair Value; and
 - (ii) in the Reporting Period in which the item of Inventories is first used in respect of Regulated Activities.

7. REPORTING REQUIREMENTS

- 7.1 By the Reporting Deadline, an FE Manufacturer must submit the following documents to the Cost Cap Administration in respect of the Reporting Period ending on 30 September (the **"Reporting Documentation"**):
 - (a) documentation containing the following information (the **"Reporting Perimeter Documentation"**):
 - (i) details of each Reporting Perimeter Entity for that FE Manufacturer for the applicable Reporting Period;
 - (ii) details of the Legal Group of the Reporting Perimeter Entities; and
 - (iii) confirmation that no other entity incurred Reported Costs of Regulated Activities in accordance with Article 4.3;
 - (b) documentation setting out the calculation of Relevant Costs for the Reporting Period, disclosing Reported Costs of Regulated Activities of the Reporting Perimeter; and specifying any Excluded Costs and Adjustments (the **"Financial Reporting Documentation"**);
 - (c) documentation setting out the costs per FE Team incurred by the FE Manufacturer or any other entity within its Legal Group or its FE Manufacturer Technical Partner(s) (if any) in respect of Mandatory Services and Additional Services;
 - (d) the Methodology Supporting Document; and
 - (e) the Declarations.
- 7.2 The required format of the Reporting Documentation and other documentation will be prescribed by the Cost Cap Administration from time to time in a Determination.
- 7.3 The Reported Costs of Regulated Activities of the Reporting Perimeter and Relevant Costs set out in the Financial Reporting Documentation must be derived from the General Ledger of the FE Manufacturer or other Reporting Perimeter Entity, and the Excluded Costs and Adjustments included in the calculation of Relevant Costs must be set out clearly with adequate supporting explanation.
- 7.4 Pursuant to Article 1.4, if an FE Manufacturer's registration is approved by the FIA within the two Reporting Periods preceding the first Reporting Period in which an FE Car it has supplied is used in the Championship (N), the Cost Cap Administration may grant the FE Manufacturer an extension to the Reporting Deadline in respect of the first Reporting Period under assessment (N-2).
- 7.5 The Cost Cap Administration will review the Reporting Documentation submitted by an FE Team or FE Manufacturer to identify any instances of non-compliance with the FE Financial Regulations as further set out at Article 2.19 et seq. in the General Governing Provisions.

8. CATEGORIES OF BREACH APPLICABLE TO FE MANUFACTURERS

Procedural Breach

- 8.1 A "**Procedural Breach**" arises when an FE Manufacturer commits any breach of these FE Manufacturer Financial Regulations (including any Determination), that is not an Overspend Breach or a Non-Submission Breach.
- 8.2 Examples of Procedural Breaches include:
- (a) failing to comply with the requirements in respect of Declarations pursuant to Article 3.1;
 - (b) failing to comply with a written request for documentation, information, or access or a Demand from the Cost Cap Administration pursuant to Article 2.11 of the General Governing Provisions;
 - (c) failing to submit information or documentation required by any Determination by the applicable deadline included in that Determination;
 - (d) making a Late Submission;
 - (e) late provision of information or documentation relevant to the Cost Cap Administration's review of the Reporting Documentation pursuant to Article 2.21 of the General Governing Provisions;
 - (f) failing to cooperate fully and in a timely manner with the Cost Cap Administration in the exercise of its regulatory functions, including with any investigation conducted by or on behalf of the Cost Cap Administration;
 - (g) delaying, impeding, or frustrating the exercise by the Cost Cap Administration of its regulatory functions, including any investigation conducted by or on behalf of the Cost Cap Administration, or any attempt to do so;
 - (h) submitting Reporting Documentation that is inaccurate, incomplete, misleading, or otherwise not compliant with these FE Manufacturer Financial Regulations;
 - (i) failing to comply with the terms of an ABA;
 - (j) failing to comply with any other obligations set out in Article 2 or elsewhere in these FE Manufacturer Financial Regulations; or
 - (k) incurring an Immaterial Cost Deviation.
- 8.3 When conducting its review of the Reporting Documentation, the Cost Cap Administration may apply a materiality threshold for the applicable Reporting Period when determining whether or not an FE Manufacturer has committed a Procedural Breach for the submission of inaccurate or incomplete Reporting Documentation. Any materiality threshold applied by the Cost Cap Administration shall be applied in a consistent manner that treats all FE Manufacturers equally.
- 8.4 In the event that the Cost Cap Adjudication Panel determines that an FE Manufacturer has committed a Procedural Breach, the Cost Cap Adjudication Panel shall impose a Financial Penalty, unless:
- (a) the Cost Cap Adjudication Panel determines that sufficient mitigating factor(s) exist to justify not doing so; or

- (b) the Cost Cap Adjudication Panel determines that sufficient aggravating factor(s) exist, in which case it shall impose one or more Minor Sporting Penalties in addition to the Financial Penalty, or in lieu of the Financial Penalty; or
- (c) the Cost Cap Adjudication Panel determines that the Procedural Breach has made it impossible to determine whether or not the Respondent has committed a Minor Overspend Breach and/or a Material Overspend Breach, the Cost Cap Adjudication Panel may impose one or more of the sanctions that it would have had discretion to impose if such Minor Overspend Breach or Material Overspend Breach (as applicable) had been proved, either in addition to or in lieu of the Financial Penalty.

Late Submissions and Non-Submission

- 8.5 In the event that an FE Manufacturer does not submit the Reporting Documentation by the Reporting Deadline (a "**Late Submission**"), the Cost Cap Administration shall issue a late submission notice ("**Late Submission Notice**") to the FE Manufacturer (the "**Late Submitting Manufacturer**"). The Late Submission Notice is equivalent to an Initial Notice.
- 8.6 Each Late Submitting Manufacturer shall, within two business days of receipt of the Late Submission Notice, provide the Cost Cap Administration with a written explanation of the reasons for its Late Submission.
- 8.7 The Cost Cap Administration may grant the Late Submitting Manufacturer an extension to the Reporting Deadline provided that it is satisfied with the written explanation pursuant to Article 8.6 (the "**Extended Reporting Deadline**").
- 8.8 In the event that a Late Submitting Manufacturer:
 - (a) does not provide a written response to a Late Submission Notice within the specified time;
 - (b) provides a written response to a Late Submission Notice within the specified time but such response is deemed unsatisfactory by the Cost Cap Administration; or
 - (c) does not submit all of the Reporting Documentation, fully completed, by the Extended Reporting Deadline,

the Late Submitting Manufacturer shall have committed a "**Non-Submission Breach**" and shall be immediately referred to the Cost Cap Adjudication Panel, following the issue of a Final Notice by the Cost Cap Administration.

- 8.9 In the event the Cost Cap Adjudication Panel determines that an FE Manufacturer has committed a Non-Submission Breach (as per Article 8.8), the Cost Cap Adjudication Panel shall impose a deduction of Championship points awarded to the FE Manufacturer for the Championship(s) that took place within the Reporting Period(s) of the breach or for any subsequent Championship(s), and additionally may impose a Financial Penalty and/or any other appropriate Material Sporting Penalties.

Overspend Breaches

- 8.10 A "**Minor Overspend Breach**" arises when:
 - (a) an FE Manufacturer submits its Reporting Documentation and Relevant Costs reported therein exceed the Cost Cap by less than 5%; or
 - (b) following the review of an FE Manufacturer's Reporting Documentation (including, where applicable, the conclusion of any investigation undertaken by or on behalf of the Cost Cap Administration), the FE Manufacturer's Relevant Costs have been determined to exceed the Cost Cap by less than 5%.

In the circumstances set out in either Article 8.10(a) or 8.10(b) above, it is not an Immaterial Cost Deviation.

8.11 In the event the Cost Cap Adjudication Panel determines that an FE Manufacturer has committed a Minor Overspend Breach, the Cost Cap Adjudication Panel shall impose a Financial Penalty and any other appropriate Minor Sporting Penalties.

8.12 A "**Material Overspend Breach**" arises when:

- (a) an FE Manufacturer submits its Reporting Documentation and Relevant Costs reported therein exceed the Cost Cap by 5% or more; or
- (b) following the review of an FE Manufacturer's Reporting Documentation (including, where applicable, the conclusion of any investigation undertaken by or on behalf of the Cost Cap Administration), the FE Manufacturer's Relevant Costs have been determined to exceed the Cost Cap by 5% or more.

8.13 In the event the Cost Cap Adjudication Panel determines that an FE Manufacturer has committed a Material Overspend Breach, the Cost Cap Adjudication Panel will impose a deduction of Championship points awarded to the FE Manufacturer for the Championship(s) that took place within the Reporting Period(s) of the breach and/or for any subsequent Championship(s), and additionally shall impose a Financial Penalty and any other appropriate Material Sporting Penalties.

9. CATEGORIES OF BREACH APPLICABLE TO RELEVANT PERSONS

9.1 A Relevant Person will be considered in breach of these FE Manufacturer Financial Regulations if they fail to comply with any of the obligations set out in Article 3.2.

9.2 The categories of breach applicable to FE Manufacturers do not apply to Relevant Persons. However, FE Manufacturers are strictly liable for any actions of their Personnel, which include Relevant Persons.

10. SANCTIONS FOR BREACH APPLICABLE TO FE MANUFACTURERS

10.1 The following sanctions may be imposed on an FE Manufacturer for breach of these FE Manufacturer Financial Regulations as set out in Article 8:

- (a) a "**Financial Penalty**", meaning a fine of an amount to be determined on a case-by-case basis, based on the nature, extent, and/or effect of the breach in question;
- (b) a "**Minor Sporting Penalty**", meaning one or more of the following:
 - (i) public reprimand;
 - (ii) deduction of Championship points awarded to the Primary Team and/or the Additional Team(s) for the Championship(s) that took place within the Reporting Period(s) of the breach or for any subsequent Championship(s);
 - (iii) deduction of Championship points awarded to the FE Drivers of the Primary Team and/or the Additional Team(s) for the Championship(s) that took place within the Reporting Period(s) of the breach or for any subsequent Championship(s);
 - (iv) deduction of Championship points awarded to the FE Manufacturer for the Championship(s) that took place within the Reporting Period(s) of the breach or for any subsequent Championship(s);

- (v) suspension of the FE Manufacturer and/or the Primary Team and/or the Additional Team(s) from one or more stages of any Competition(s), other than the race itself;
 - (vi) restrictions on the ability of the FE Manufacturer and/or the Primary Team and/or the Additional Team(s) to conduct on track testing;
 - (vii) reduction of the Cost Cap for the FE Manufacturer in question for a specified period, provided that such reduction may only be applied with respect to (one or more) Reporting Periods that post-date the date of imposition of the sanction;
 - (viii) reduction of maximum carry over allowed pursuant to Article 6.2(b);
 - (ix) restrictions on, or prohibition of, the FE Manufacturer's ability to homologate sub-perimeter upgrades (Token Homologation) for subsequent Reporting Periods; and/or
 - (x) certain sanctions as permitted under Article 12.4 of the International Sporting Code, as applicable to the FE Manufacturer's Primary Team and/or the Additional Team(s), including a drop of grid position(s), obligation for an FE Driver to start a race from the pit lane, time penalty, penalty lap(s), drive-through penalty, stop-and-go or stop-and-go with a prescribed stop time (and excluding Disqualification, Suspension and Exclusion).
- (c) a **"Material Sporting Penalty"**, meaning one or more of the following:
- (i) any Minor Sporting Penalty in accordance with Article 10.1(b);
 - (ii) suspension of the Primary Team and/or the Additional Team(s) from an entire Competition (or Competitions), including the race itself; and/or
 - (iii) exclusion of the FE Manufacturer and/or the Primary Team and/or the Additional Team(s) from the Championship for a specified period;
- 10.2 The Cost Cap Adjudication Panel may suspend the application of any sanction in accordance with the FIA Judicial and Disciplinary Rules.
- 10.3 Failure to comply with the terms of any provisional suspension or sanction(s) will constitute a further breach of these FE Manufacturer Financial Regulations, and such failure will constitute an aggravating factor for sanctioning purposes.
- Enhanced monitoring**
- 10.4 In addition to any of the sanctions listed in Article 10.1, the Cost Cap Adjudication Panel has the power to impose enhanced monitoring requirements in respect of an FE Manufacturer.
- Aggravating or mitigating factors**
- 10.5 In determining the sanctions appropriate for a particular case, the Cost Cap Adjudication Panel shall take into account any aggravating or mitigating factors.
- 10.6 Examples of aggravating factors include:
- (a) failure to cooperate;
 - (b) any element of bad faith, dishonesty, wilful concealment, or fraud;

- (c) multiple breaches of these FE Financial Regulations in the Reporting Period in question;
- (d) breaches of these FE Financial Regulations in respect of previous Reporting Period(s); and
- (e) quantum of the breach of the Cost Cap.

10.7 Examples of mitigating factors include:

- (a) voluntary disclosure of a breach to the Cost Cap Administration before it was aware of such breach;
- (b) track record of compliance with these FE Financial Regulations in previous Reporting Periods;
- (c) Force Majeure Events; and
- (d) full and unfettered cooperation with the Cost Cap Administration and any persons assisting it pursuant to Article 2.3 of the General Governing Provisions.

Payment of a Financial Penalty

- 10.8 Payment of all fines under these FE Manufacturer Financial Regulations shall be made within 30 days of notification of the relevant decision, unless there is good reason to impose different payment conditions. In the event that an appeal is made, payment shall be suspended until the outcome of the appeal is determined pursuant to Article 4 of the General Governing Provisions.
- 10.9 Subject to Article 10.8, any delay in the payment of all fines under these FE Manufacturer Financial Regulations automatically divests the FE Manufacturer concerned of the right to participate in the Championship until that payment has been made.
- 10.10 Without prejudice to Article 10.9, interest shall be payable by the FE Manufacturer to the FIA in respect of any fines not paid by the due date, accruing daily on the principal amount outstanding from the due date until the date of actual payment, at a rate of 5% above the European Central Bank's main refinancing interest rate on the relevant due date.

11. SANCTIONS FOR BREACH APPLICABLE TO RELEVANT PERSONS

- 11.1 Where a Relevant Person admits or is found to have breached any of their obligations under Article 3, a provisional suspension and/or any sanctions as permitted under the International Sporting Code may be imposed by the Cost Cap Administration in an ABA or by the Cost Cap Adjudication Panel, including:
 - (a) warning;
 - (b) public reprimand;
 - (c) obligation to accomplish some work of public interest;
 - (d) withholding and/or cancellation of FIA registrations and/or licences for a specified period of time;
 - (e) removal of the right to access Reserved Areas at Competitions forming part of any FIA World Championship for a specified period of time;
 - (f) suspension for a specified period of time from taking part or exercising any role, directly or indirectly and in any capacity whatsoever, in (i) any Competition organised or regulated by the FIA or the ASNs (as defined in the International Sporting Code), or

placed under their authority, (ii) any preparatory testing and training organised or regulated by the FIA or the ASNs (or placed under their authority) or organised by their members or licence-holders, and/or (iii) any Regulated Activities; and/or

(g) definitive exclusion from taking part in any Competition whatsoever.

11.2 Articles 10.2 (suspended sanctions), 10.3 (failure to comply with sanction), and 10.5-10.7 (aggravating and mitigating factors) apply, mutatis mutandis, to sanctions on Relevant Persons, to the extent relevant.

FIA FORMULA E FINANCIAL REGULATIONS GENERAL GOVERNING PROVISIONS

PUBLISHED ON 30 SEPTEMBER 2026

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1. INTERPRETATION

- 1.1 The definitive version of the FE Financial Rulebook shall be the English version which will be used should any dispute arise as to its interpretation.
- 1.2 The FE Financial Rulebook must be interpreted as an independent and autonomous text and not by reference to existing law or statutes in any particular jurisdiction. Subject to the foregoing, the FE Financial Rulebook shall be governed by and construed in accordance with French law. Nothing in the FE Financial Rulebook is intended to compromise or affect the application of applicable laws.
- 1.3 The FE Financial Rulebook will be interpreted and applied by the Cost Cap Administration, the Cost Cap Adjudication Panel, and the ICA in a consistent manner that treats all FE Teams, FE Manufacturers and Relevant Persons equally and that furthers the objectives pursuant to Article 1.4 of the FE Financial Regulations.
- 1.4 Unless specified otherwise:
- (a) references to "Articles" are to Articles of the relevant document in which those references appear
 - (b) headings are for ease of reference only and do not form part of the FE Financial Rulebook;
 - (c) a reference to "may" means in the sole and absolute discretion of such person or body (as the context so requires);
 - (d) any words following the terms 'including', 'include', 'in particular', 'such as', 'for example', or any similar expression, are illustrative only and do not limit the sense of the words preceding those terms;
 - (e) the pronoun "they/their" is used for individuals and includes all genders;
 - (f) words in the singular include the plural, and words in the plural include the singular, with this interpretive rule not applying to any provision that specifies technical characteristics, measurements, component quantities, or numerical limits;
 - (g) any reference to a provision in the FE Financial Rulebook includes any modifications or successor provisions made or issued by the FIA from time to time;
 - (h) a reference to 'writing', 'write', or 'written' includes email;
 - (i) a reference to a 'day' means any day of the week and is not limited to working days;
 - (j) an expression of time refers to Central European Standard Time;
 - (k) any time limits will begin on the day after the day on which the notice triggering the time limit is received. Official holidays and non-working days (in any location) are included in the calculation of time limits except that if the last day of the time limit is an official holiday or a non-working day in the location from where the document is sent, the time limit shall expire at the end of the first subsequent working day in that location. The time limit will be deemed respected if the notice or other communication is sent before midnight Central European Standard Time on the day on which the time limit expires; and
 - (l) a reference to a 'person' (with no initial capital letter) means a natural person.
- 1.5 If a court or other competent authority finds any part of the FE Financial Rulebook to be illegal, invalid, or unenforceable, that part will be deemed not to form part of the FE Financial Rulebook,

and the legality, validity, and enforceability of the remainder of the FE Financial Rulebook will not be affected.

2. THE COST CAP ADMINISTRATION

General

- 2.1 The Cost Cap Administration is responsible for administering the FE Financial Regulations, including exercising the powers and carrying out the functions set out in this Article 2.
- 2.2 The Cost Cap Administration will monitor compliance with the FE Financial Regulations, investigate instances of suspected non-compliance, and take appropriate enforcement action in respect of any breach(es) of the FE Financial Regulations.
- 2.3 The Cost Cap Administration may engage an Independent Audit Firm or other specialists or service providers to assist it in carrying out its functions in particular cases, including reviewing Reporting Documentation (or other documentation, information, and accounting books and records), undertaking a comparative financial analysis of the Reporting Documentation in order to help identify potential anomalies, and conducting (or assisting with) investigations. The Cost Cap Administration may also be assisted in the fulfilment of its functions under the FE Financial Regulations by the FIA Legal Office and external legal advisors.
- 2.4 The Cost Cap Adjudication Panel and, ultimately, the ICA have final authority in determining the proper interpretation and application of the FE Financial Regulations.

Determinations, guidance, and clarifications

- 2.5 The Cost Cap Administration may issue a Determination only if it is expressly provided for in the FE Financial Regulations. Any Determination issued by the Cost Cap Administration shall be binding and constitute part of the FE Financial Regulations.
- 2.6 The Cost Cap Administration may issue guidance notes from time to time to assist FE Teams or FE Manufacturers in complying with the FE Financial Regulations. Such guidance notes shall be advisory only (i.e., non-binding) and shall not constitute part of the FE Financial Regulations.
- 2.7 The CFO of an FE Team or the FE Finance Director of an FE Manufacturer may submit a written request to the Cost Cap Administration to clarify the operation or interpretation of the FE Financial Regulations. The Cost Cap Administration will respond in writing to any such request and a summary of the written request along with the response will be made available to (a) the CFOs of all other FE Teams in the case of a written request submitted by a CFO of an FE team, or (b) the Finance Directors of all other FE Manufacturers in the case of a written request submitted by a Finance Director of an FE Manufacturer, without disclosing any Confidential Information. Such clarifications shall be advisory only (i.e., non-binding) and shall not constitute part of the FE Financial Regulations.
- 2.8 The Cost Cap Administration may issue feedback to an FE Team or FE Manufacturer in order to assist that FE Team or FE Manufacturer in complying with the FE Financial Regulations. Such feedback shall be advisory only (i.e., non-binding) and shall not constitute part of the FE Financial Regulations.

Reliance on communications

- 2.9 Any communications from the Cost Cap Administration that are not in writing, either by letter or by email, may not be relied upon by FE Teams, FE Manufacturers, or Relevant Persons as representing the definitive position of the FIA.

Ongoing Compliance monitoring

- 2.10 The Cost Cap Administration may monitor any FE Team's or FE Manufacturer's compliance with the FE Financial Regulations on an ongoing basis, including by making requests pursuant

to Article 2.11, to enable it to perform its regulatory functions as contemplated by the FE Financial Regulations, including for purposes of:

- (a) reviewing any Related Party Transactions, Exchange Transactions, and/or FE Manufacturer and/or FE Team Transactions;
- (b) reviewing contracts and agreements;
- (c) reviewing the Lists of Shared Staff;
- (d) identifying any part of the FE Financial Regulations that might require clarification; and/or
- (e) mitigating the risk of an FE Team or FE Manufacturer submitting incomplete, inaccurate, misleading, or otherwise non-compliant Reporting Documentation.

Requests for documentation, information, or access and Demands

2.11 In order to assist it in performing its regulatory functions as contemplated by the FE Financial Regulations:

- (a) the Cost Cap Administration may at any time make a written request to an FE Team, FE Manufacturer, their Personnel, any other members of their Reporting Perimeter and/or their Legal Group, and/or their respective Personnel (i) for documentation, information, or clarification; and/or (ii) to be granted access to premises and/or individuals; and
- (b) the Cost Cap Administration may in the context of an investigation, where it has reasonable grounds to believe that there might be data stored or accessible on, or transmitted or received using, Electronic Device(s) that might evidence or lead to the discovery of evidence of non-compliance with the FE Financial Regulations, make a Demand.

2.12 If the Cost Cap Administration makes a Demand, the relevant FE Team or FE Manufacturer shall make the Electronic Device(s) specified in the Demand available to the Cost Cap Administration immediately (or by such other deadline specified by the Cost Cap Administration), including by providing the Cost Cap Administration with the relevant Login Information. This obligation to make Electronic Devices available applies even in the event that the FE Team or FE Manufacturer makes an objection to the Demand pursuant to Article 2.17, save that in the event of an objection, the Cost Cap Administration will not access the data on, or copied/downloaded from, the Electronic Device until the objection is resolved pursuant to the process set out in Article 2.17 and Article 3.3.

Standard Operating Procedure – Electronic Devices

2.13 The Cost Cap Administration will comply with the Standard Operating Procedure contained in Appendix 2 in relation to its access to Electronic Devices and inspection and copy/download of related data from those devices, in order to protect the privacy interests of those involved and to ensure that the procedures used by the Cost Cap Administration to extract, host, store, and use information from Electronic Devices are fit for purpose and will ensure that the information is processed, stored, and used appropriately, proportionately, and lawfully.

Legal rights and waivers

2.14 Without prejudice to Article 2.15 below, confidentiality shall not be a valid ground to refuse to comply with any request made pursuant to Article 2.11. All FE Teams and FE Manufacturers must ensure that any other obligations of confidentiality assumed are made expressly subject to the Cost Cap Administration's right of inquiry under the FE Financial Regulations.

2.15 No entity/individual shall be under an obligation to disclose any information or documents:

- (a) rendered confidential by either the order of a state court of competent jurisdiction or by statute or statutory instrument;
 - (b) that are not in their knowledge, possession, custody, or control, and that are not otherwise easily obtainable from a third party (e.g. by simple written request); or
 - (c) that are subject to Legal Professional Privilege.
- 2.16 Each FE Team and FE Manufacturer waives (and will procure that each of its Personnel waives, and that each member of its Reporting Perimeter and their Legal Groups and their respective Personnel waives) any rights, defences, and/or privileges (however described or classified) that they might otherwise have under any applicable law to withhold production of an Electronic Device. The length of the copying and/or downloading process from the Electronic Device(s) will not provide a basis to object to immediate compliance with the Demand.

Objections or disagreements regarding Demands or withheld material

- 2.17 Subject to Article 2.12, an FE Team, FE Manufacturer or Relevant Person may object to a Demand by responding to the Demand in writing within seven days of receipt of the Demand, specifying the grounds for such objection. If the Cost Cap Administration accepts the objection(s) raised in response to a Demand, the objection will be resolved without any further action. If the Cost Cap Administration does not agree with the objection(s) raised in response to a Demand, the Cost Cap Administration may refer the matter to the Cost Cap Adjudication Panel for a ruling or directions pursuant to Article 3.3 and in accordance with the FIA Judicial and Disciplinary Rules.
- 2.18 If an FE Team, FE Manufacturer, or Relevant Person seeks to withhold material requested by the Cost Cap Administration pursuant to Article 2.15, the FE Team, FE Manufacturer, or Relevant Person must specify in writing the basis for such claim in response to the request. If the Cost Cap Administration accepts the explanation, then the matter will be resolved without any further action. If the Cost Cap Administration does not agree with the basis provided for withholding material (in whole or in part), the Cost Cap Administration may refer the matter to the Cost Cap Adjudication Panel for a ruling or directions pursuant to Article 3.3 and in accordance with the FIA Judicial and Disciplinary Rules.

Review of Reporting Documentation

- 2.19 The Cost Cap Administration will review the Reporting Documentation submitted by an FE Team or FE Manufacturer to identify any instances of non-compliance with the FE Financial Regulations. The Cost Cap Administration may be assisted in its review in accordance with Article 2.3.
- 2.20 All forms of evidence, obtained by any reliable means, may be relied upon by the Cost Cap Administration in its review of the Reporting Documentation submitted by the FE Team or FE Manufacturer. This may include, but is not limited to, admissions, credible testimony of third persons, reliable documentary or audiovisual evidence, conclusions drawn from the analysis of financial data, and reliable metadata.
- 2.21 Save for the exception set out in Article 2.22, information or documentation received by the Cost Cap Administration in response to an Initial Notice may be taken into account by the Cost Cap Administration as part of its review of the Reporting Documentation, but the late provision of such information or documentation may constitute a Procedural Breach under Article 8.1 of the FE Financial Regulations.
- 2.22 The following information submitted by an FE Team or FE Manufacturer after the Reporting Deadline to the Cost Cap Administration for the purpose of recalculating its Relevant Costs will not be considered by the Cost Cap Administration in its assessment of whether an FE Team or FE Manufacturer has complied with the Cost Cap:

- (a) any information that involves any element of estimation or subjective judgement made by the FE Team or FE Manufacturer; and
- (b) any information that was not available to the FE Team or FE Manufacturer at the Reporting Deadline or that is predicated on factors that did not exist or could not be identified as at the Reporting Deadline.

Conclusion following the review of Reporting Documentation

- 2.23 Following the Cost Cap Administration's review of the Reporting Documentation, and completion of any related investigation pursuant to Article 2.27 et seq, if the Cost Cap Administration concludes that an FE Team or FE Manufacturer has not complied with the FE Financial Regulations, the Cost Cap Administration shall conclude that:
- (a) the FE Team or FE Manufacturer has committed a Minor Overspend Breach and/or a Procedural Breach, in which case the Cost Cap Administration shall notify the FE Team or FE Manufacturer concerned in accordance with Articles 2.25 and 2.26, and either:
 - (i) enter into an ABA with the Relevant FE Team or FE Manufacturer pursuant to the terms of Articles 2.39 et seq; or
 - (ii) refer the case to the Cost Cap Adjudication Panel for a hearing and determination in accordance with Article 2.54 et seq and Article 3; or
 - (b) the FE Team or FE Manufacturer has committed a Material Overspend Breach and/or a Non-Submission Breach, in which case the Cost Cap Administration shall notify the FE Team or FE Manufacturer in accordance with Articles 2.25 and 2.26 and refer the case to the Cost Cap Adjudication Panel for a hearing and determination.
- 2.24 There shall be no right of appeal against any decision made by the Cost Cap Administration pursuant to Article 2.23.

Notification of apparent or alleged breaches

- 2.25 Prior to charging any FE Team, FE Manufacturer, or Relevant Person with a breach of the FE Financial Regulations:
- (a) the Cost Cap Administration will satisfy itself that any apparent breach(es) fall(s) within the limitation period specified in Article 2.59; and
 - (b) issue an Initial Notice detailing any apparent breach(es) of the FE Financial Regulations, giving the FE Team, FE Manufacturer, or Relevant Person in issue an opportunity to respond.
- 2.26 If, after considering the response to the Initial Notice and subsequent correspondence (if any), the Cost Cap Administration concludes that the FE Team, FE Manufacturer, or Relevant Person has breached one or more provisions of the FE Financial Regulations, the Cost Cap Administration shall issue a Final Notice charging them with such breach(es) (including any additional elements that came to its attention after issuance of the Initial Notice) and either seek to enter into an ABA where appropriate (see Articles 2.39 to 2.43, as applicable) or refer the matter to the Cost Cap Adjudication Panel for hearing and determination (see Article 2.54 et seq).

Investigations

- 2.27 Based on information obtained from any source, the Cost Cap Administration may decide to open a formal investigation at any time (subject to Article 2.59 on limitation period) into an FE Team's, FE Manufacturer's and/or Relevant Person's actual, potential, or suspected non-compliance with the FE Financial Regulations. The Cost Cap Administration may be assisted

in the investigation, in accordance with Article 2.3. The Cost Cap Administration shall notify the subject of the investigation in writing in the event that an investigation is to be conducted.

- 2.28 Upon completion of an investigation, any decision by the Cost Cap Administration as to whether or not to take further action will be at the sole discretion of the Cost Cap Administration taking into consideration the substance of the information collected during the investigation and the merits of each case.
- 2.29 The Cost Cap Administration shall notify the subject of the investigation in writing of the outcome of the investigation and, if further action is to be taken, give the subject an opportunity to provide a response (this notice will serve as the Initial Notice in the event the Cost Cap Administration considers there to be any apparent breach(es) of the FE Financial Regulations). In the event that the Cost Cap Administration concludes, after considering any response, that there has been a breach of the FE Financial Regulations, the Cost Cap Administration will issue a Final Notice and seek to enter into an ABA pursuant to the terms of Article 2.39 et seq or Article 2.44 et seq (as applicable), or refer the matter to the Cost Cap Adjudication Panel for hearing and determination in accordance with Article 2.54 et seq and Article 3.
- 2.30 There shall be no right of appeal against any decision made by the Cost Cap Administration to open (or not to open) an investigation pursuant to Article 2.27, or against the outcome of an investigation pursuant to Article 2.28.
- 2.31 The Cost Cap Administration (without prejudice to Article 2.49) and all persons taking part in an investigation are bound by an obligation of confidentiality vis-à-vis persons and organisations not concerned with the investigation.
- 2.32 FE Teams and FE Manufacturers shall not by any means prevent any of their Personnel (current or former) or other persons from disclosing to the FIA any Confidential Information that might be relevant to their compliance with the FE Financial Regulations.

Immunity

- 2.33 The Cost Cap Administration may grant partial or total immunity to any person who discloses facts that are likely to constitute, or to lead to the discovery of, a breach of the FE Financial Regulations, and/or who provides evidence allowing such facts to be prosecuted and sanctioned. The degree of immunity granted to such person will depend in particular on:
- (a) whether or not the Cost Cap Administration already had the information;
 - (b) the nature and extent of the person's cooperation;
 - (c) the importance of the case;
 - (d) the nature and extent of the breach in question and the conduct of the accused party; and
 - (e) the past conduct of that person.
- 2.34 Any grant of immunity, whether partial or total, must (i) be set out in writing; (ii) be signed by the Cost Cap Administration and by the person benefiting from the immunity; (iii) specify the nature and extent of the immunity granted; and (iv) set out the sanctions that the FIA will not impose against the person benefiting from the immunity.
- 2.35 Any immunity granted by the Cost Cap Administration, whether partial or total, is subject to the Immunity Conditions, which will be deemed incorporated into the document granting immunity, whether or not expressly set out therein.
- 2.36 Where the Cost Cap Adjudication Panel and/or the ICA considers that good reason exists, the person benefiting from immunity may be permitted by the Cost Cap Adjudication Panel and/or the ICA to testify in a manner that safeguards their anonymity.

- 2.37 Provided that the person benefiting from the immunity complies with the Immunity Conditions, the immunity granted by the Cost Cap Administration is irrevocable. In the event that the person benefiting from the immunity does not comply with the Immunity Conditions, the Cost Cap Administration may ask the Cost Cap Adjudication Panel or the ICA to revoke the immunity. The Cost Cap Adjudication Panel or the ICA will issue a written decision, setting out whether or not it will revoke immunity, with reasons. That decision is not subject to appeal by any party in accordance with the FIA Judicial and Disciplinary Rules.
- 2.38 Any proceedings concerning the potential grant or revocation of immunity may be attended only by the person concerned and their representatives, the FIA and its representatives, and the Cost Cap Adjudication Panel or the ICA, unless ordered otherwise by the judging panel.

Accepted Breach Agreement (ABA) – FE Teams and FE Manufacturers

- 2.39 If the Cost Cap Administration determines that an FE Team or FE Manufacturer has committed a Procedural Breach and/or a Minor Overspend Breach, the Cost Cap Administration may at any time propose sanctions for such breach, which should be based on the same factors, including aggravating and mitigating factors, that the Cost Cap Adjudication Panel would take into account for such breach, as set out in Articles 10.5 to 10.7 of the FE Financial Regulations. If the FE Team or FE Manufacturer accepts the breach and the proposed sanctions, the Cost Cap Administration may at any time during the proceedings enter into an ABA with the FE Team or FE Manufacturer reflecting the acceptance. There shall be no right of appeal in respect of any decision by the Cost Cap Administration as to whether or not to offer or enter into an ABA.
- 2.40 An ABA:
- (a) shall impose any Financial Penalty and/or Minor Sporting Penalties that would be available to the Cost Cap Adjudication Panel pursuant to Article 10 of the FE Financial Regulations in respect of the relevant type of breach;
 - (b) shall require the FE Team or FE Manufacturer to bear the reasonable costs incurred by the Cost Cap Administration in connection with the investigation into the FE Team's or FE Manufacturer's compliance with the FE Financial Regulations and/or the preparation of the ABA;
 - (c) may suspend the application of any sanction (as determined in point (a) above), in whole or in part for a specified period of time or indefinitely, subject to compliance by the FE Team or FE Manufacturer with specified conditions;
 - (d) may set out certain obligations or conditions to be fulfilled or satisfied by the relevant FE Team or FE Manufacturer, either within a specified timeframe or on an ongoing basis; and/or
 - (e) may provide for enhanced monitoring procedures to be put in place in respect of the FE Team or FE Manufacturer.
- 2.41 The Cost Cap Administration may only enter into an ABA where the relevant FE Team or FE Manufacturer:
- (a) accepts that it has breached the FE Financial Regulations and confirms that it has provided full disclosure in respect of such breach(es);
 - (b) accepts, observes and satisfies the sanction(s) and/or enhanced monitoring procedures imposed;
 - (c) agrees to bear the costs detailed in the ABA; and
 - (d) waives its right to appeal or otherwise challenge the ABA.

- 2.42 If the offer of an ABA is accepted, the Cost Cap Administration shall oversee the implementation of, and monitor compliance with, the terms of the ABA. If the relevant FE Team or FE Manufacturer fails to comply with any of the terms of the ABA, the Cost Cap Administration shall issue the FE Team or FE Manufacturer an Initial Notice and give them an opportunity to provide a response. If, after considering the response to the Initial Notice, the Cost Cap Administration considers that the FE Team or FE Manufacturer has failed to comply with the ABA, the Cost Cap Administration shall issue a Final Notice for such non-compliance and refer the matter to the Cost Cap Adjudication Panel for hearing and determination in accordance with the provisions of Article 2.54 et seq and Article 3. Such non-compliance shall be treated as a distinct Procedural Breach.
- 2.43 Nothing in the ABA may be construed or will be deemed to vary or impact in any way the FE Team's or FE Manufacturer's ongoing obligation to comply in full with the FE Financial Regulations.

Accepted Breach Agreement – Relevant Persons

- 2.44 If the Cost Cap Administration determines that a Relevant Person has committed a breach of their obligations pursuant to Article 3.2 of the FE Financial Regulations, the Cost Cap Administration may at any time during the proceedings offer to enter into an ABA with the Relevant Person. There shall be no right of appeal in respect of a decision by the Cost Cap Administration as to whether or not to offer or enter into an ABA.
- 2.45 An ABA may:
- (a) set out certain obligations or conditions to be fulfilled or satisfied by the Relevant Person, either within a specified timeframe or on an ongoing basis;
 - (b) impose any of the sanctions applicable to Relevant Persons under Article 11 of the FE Financial Regulations;
 - (c) suspend the application of any sanction (as determined in point (b) above), in whole or in part for a specified period of time or indefinitely, subject to compliance by the Relevant Person with specified conditions; and/or
 - (d) require the Relevant Person to bear the reasonable costs incurred by the Cost Cap Administration in connection with the investigation into the Relevant Person's compliance with the FE Financial Regulations and/or the preparation of the ABA.
- 2.46 The Cost Cap Administration may only enter into an ABA where the Relevant Person:
- (a) accepts that they have breached the FE Financial Regulations and have provided full disclosure in respect of such breach(es);
 - (b) accepts the sanction(s) imposed;
 - (c) agrees to bear the costs detailed in the ABA; and
 - (d) waives their right to appeal or otherwise challenge the ABA.
- 2.47 If the offer of an ABA is accepted, the Cost Cap Administration shall oversee the implementation of, and monitor compliance with, the terms of the ABA. If the Relevant Person fails to comply with any of the terms of the ABA, the Cost Cap Administration shall issue the Relevant Person an Initial Notice and give them an opportunity to provide a response. If, after considering the response to the Initial Notice, the Cost Cap Administration considers that the Relevant Person has failed to comply with the ABA (which will be treated as a breach of Article 3.2 of the FE Financial Regulations), the Cost Cap Administration shall issue a Final Notice for such non-compliance and refer the matter to the Cost Cap Adjudication Panel for hearing and determination in accordance with the provisions of Article 2.54 et seq and Article 3. Such non-compliance shall be treated as a distinct breach of the FE Financial Regulations.

- 2.48 Nothing in the ABA may be construed or will be deemed to vary or impact in any way the Relevant Person's ongoing obligation to comply in full with the FE Financial Regulations.

Public disclosure

- 2.49 Unless otherwise specified, the FIA may publicly disclose the following information at any time (omitting any Confidential Information):
- (a) whether an investigation has been opened against any FE Team or FE Manufacturer, or Relevant Person pursuant to Article 2.27 and/or the outcome of such investigation;
 - (b) whether any FE Team or FE Manufacturer or Relevant Person has been notified of an alleged breach of the FE Financial Regulations pursuant to a Final Notice, including the Article(s) of the FE Financial Regulations alleged to have been breached;
 - (c) whether a case involving any FE Team or FE Manufacturer or Relevant Person has been referred to the Cost Cap Adjudication Panel pursuant to Article 2.54, including the reason(s) for the referral;
 - (d) whether or not an appeal has been filed against the decision of the Cost Cap Adjudication Panel in a case involving an FE Team or FE Manufacturer or Relevant Person;
 - (e) save in the case of an objection or disagreement regarding a Demand or the withholding of material, the date of a hearing before the Cost Cap Adjudication Panel or International Court of Appeal in a case involving an FE Team or FE Manufacturer (the same will not be made public in relation to a Relevant Person);
 - (f) save in the case of a decision on an objection or disagreement regarding a Demand or the withholding of material, the final reasoned decision of the Cost Cap Adjudication Panel or International Court of Appeal in a case involving an FE Team, FE Manufacturer and/or Relevant Person;
 - (g) whether any FE Team, FE Manufacturer or Relevant Person has been offered or has entered into an ABA pursuant to Articles 2.39 or 2.44, as applicable; and
 - (h) a summary of the terms of any ABA entered into with an FE Team, FE Manufacturer or Relevant Person, detailing the breach(es), any sanctions, and any enhanced monitoring procedures.
- 2.50 Any person referred to in a public disclosure by the FIA has no right of legal action against the FIA, or against any person publishing the decision, for any loss or damage suffered as a result of such publication provided such public disclosure complies with Article 2.49 and is factually correct or reasonably concluded based on the available evidence at the time of the publication.
- 2.51 FE Teams, FE Manufacturers, and Relevant Persons charged with a breach may publicly comment on information that is publicly disclosed by the FIA but must not disclose any other information relating to the FE Financial Regulations or their enforcement (including any case or investigation) that is not otherwise already in the public domain through no fault or negligence of the FE Team, FE Manufacturer or Relevant Person charged with a breach.
- 2.52 The FIA may respond to public comments attributed to an FE Team or FE Manufacturer (including based on comments made by their respective Personnel, representatives, or Reporting Perimeter and/or their Legal Groups) or Relevant Persons (or their representatives) charged with a breach.
- 2.53 Any breach of confidentiality that is attributed to an FE Team or FE Manufacturer (or its respective Personnel, representatives, or Reporting Perimeter and/or their Legal Groups), and/or Relevant Person (or their representatives), including a breach of Article 2.51 above,

shall constitute a Procedural Breach (by the FE Team or FE Manufacturer) or a breach of Article 3.2(e) of the FE Financial Regulations (by the Relevant Person).

Referral to the Cost Cap Adjudication Panel

- 2.54 The Cost Cap Administration will refer a case to the Cost Cap Adjudication Panel in the circumstances listed in the FIA Judicial and Disciplinary Rules. The Cost Cap Administration may also refer a case to the Cost Cap Adjudication Panel in the event of (i) an objection to a Demand pursuant to Article 2.17 above, or (ii) a disagreement involving withheld material pursuant to Article 2.18 above.
- 2.55 The referral is made by the Cost Cap Administration sending a formal notice to the Cost Cap Adjudication Panel, copied to the FE Team or FE Manufacturer and/or Relevant Person(s) in question. The FE Team or FE Manufacturer and/or Relevant Person(s) must respond to that notice by the deadline specified therein or ordered by the Cost Cap Adjudication Panel. The response must be sent to the Cost Cap Adjudication Panel and copied to the Cost Cap Administration.
- 2.56 In the event of a referral involving an alleged breach of the FE Financial Regulations, the formal notice sent by the Cost Cap Administration to the Cost Cap Adjudication Panel must, specify the breach(es) that are asserted to have committed, set out the facts on which that assertion is based, and set out the consequences that the Cost Cap Administration considers should be imposed if such breach(es) are admitted or established to the satisfaction of the Cost Cap Adjudication Panel. Response to that notice, must specify (a) to what extent the FE Team, FE Manufacturer, or Relevant Person admits or denies the asserted breach(es); (b) to what extent they admit or deny the facts on which the assertion is based; and (c) any defences that they advance to the asserted breach(es), together with a summary of the facts on which such defences are based.

Transitional Provisions

- 2.57 Any Reporting Period that has commenced prior to the date on which the applicable FE Financial Regulations come into force shall be governed by the substantive rules in effect at the time such Reporting Period commenced. However, procedural rules shall apply retroactively unless specified otherwise.
- 2.58 Any case or investigation that is pending as of the date on which the FE Financial Regulations come into force, and any charge for breach of the FE Financial Regulations brought after that date based on a breach that occurred prior to that date, shall be governed by the substantive rules in effect at the time the alleged breach occurred, and not by the substantive rules set out in the FE Financial Regulations, unless the judging panel hearing the case determines that the principle of "lex mitior" appropriately applies under the circumstances of the case.

Limitation Period

- 2.59 Provisions concerning the statutory limitation period are set out in the FIA Judicial and Disciplinary Rules.
- 2.60 The limitation period provisions referenced in Article 2.59 above are procedural rules, not substantive rules, and should be applied retroactively (provided, however, that Article 2.59 shall only be applied retroactively if the previous limitation period has not already expired at 1 January of Year N).

3. THE COST CAP ADJUDICATION PANEL

- 3.1 In accordance with the FIA Statutes, the Cost Cap Adjudication Panel has first-instance jurisdiction over all disciplinary matters relating to the FE Financial Regulations.
- 3.2 Provisions concerning the Cost Cap Adjudication Panel are set out in the FIA Judicial and Disciplinary Rules, including but not limited to:

- (a) the Cost Cap Adjudication Panel, its role, competence, composition and powers;
 - (b) referral to the Cost Cap Adjudication Panel;
 - (c) limitation period;
 - (d) proceedings before the Cost Cap Adjudication Panel (judging panel, parties to the proceedings, written submissions and witness evidence, hearing attendees, procedure of a hearing, sanctions, admissibility of evidence, burden and standard of proof; and
 - (e) decision and confidentiality of proceedings.
- 3.3 In the event that an objection or disagreement regarding a Demand or the withholding of material is referred to the Cost Cap Adjudication Panel pursuant to Article 2.17 or 2.18, it shall be determined on an expedited basis pursuant to the following process:
- (a) one member of the Cost Cap Adjudication Panel will be selected to rule on the matter;
 - (b) the matter shall be determined on the papers, save in the case of exceptional circumstances;
 - (c) the judge shall have the discretion but not the obligation to invite submissions from the FIA and the FE Team, FE Manufacturer, or Relevant Person;
 - (d) the judge shall issue directions and/or a short and reasoned written ruling, which shall include any order as to costs. The FIA shall be liable for costs only if it is established that the FIA acted in bad faith; and
 - (e) the directions or ruling referenced in Article 3.3(d) above is not subject to appeal and will not be published.
- 3.4 If a Demand or request is set aside as a result of the ruling referenced in Article 3.3(d) above, it shall not preclude the FIA from making any other Demand or request in relation to the same or any other matter or investigation.

4. APPEALS TO THE FIA INTERNATIONAL COURT OF APPEAL

- 4.1 The ICA is the independent judicial body of that name, established under the FIA Statutes and the FIA Judicial and Disciplinary Rules to act as the final appeal court for international motorsport. The powers and procedures of the ICA are set out in the FIA Judicial and Disciplinary Rules and the Practice Directions of the International Court of Appeal.
- 4.2 An appeal of a final decision by the Cost Cap Adjudication Panel may be made by any party who is the subject of a decision by the Cost Cap Adjudication Panel, and shall be heard by the ICA in accordance with the FIA Judicial and Disciplinary Rules. The ICA shall have all of the same powers as the Cost Cap Adjudication Panel under the FE Financial Regulations.
- 4.3 If a decision by the Cost Cap Adjudication Panel is appealed to the ICA, and the appeal challenges some or all of the sanctions imposed in the decision, the challenged sanctions will not be enforceable against the appellant pending the outcome of the appeal unless the ICA orders otherwise.
- 4.4 Certain decisions are not subject to appeal as specified in the FE Financial Regulations. In addition, procedural and interim decisions are not subject to appeal.

5. SHARING OF INFORMATION

- 5.1 Any information (data, documentation, and other information including personal data or data from Electronic Devices) received by the Cost Cap Administration, Cost Cap Adjudication

Panel, and/or the ICA pursuant to the FE Financial Rulebook may be shared between those bodies as necessary in the exercise of their regulatory functions under the FE Financial Rulebook. The Cost Cap Administration may also share such information with external control bodies, the Independent Audit Firm or other specialists or service providers engaged to assist the Cost Cap Administration in carrying out its regulatory functions under the FE Financial Rulebook as well as with the FIA Legal Office, other FIA personnel as necessary, and external legal advisors, provided that such persons or organisations provide assurance satisfactory to the Cost Cap Administration that they will have appropriate procedures in place to maintain the confidentiality of such information and share it only on a need-to-know basis. The FIA may also share such information with other competent authorities where such information might evidence infringements or other applicable laws or regulations or where the FIA is required to do so by applicable law.

- 5.2 The FIA, as data controller, will process personal information for the purpose of exercising the regulatory functions under the FE Financial Rulebook. The details on how the FIA will process personal data, manage data subject rights, and how such rights may be exercised can be found at www.fia.com/motorsport-privacy-notice. Each FE Team and FE Manufacturer shall make this information, including the FIA Motorsport Privacy Notice, available to all its Personnel and the members of its Legal Group (and to procure that those members make it available to their respective Personnel).

6. CONFIDENTIALITY

- 6.1 The Cost Cap Administration, Cost Cap Adjudication Panel, and the ICA will have appropriate procedures in place to maintain the confidentiality of any Confidential Information provided by an FE Team and FE Manufacturer during the exercise of their respective regulatory functions under the FE Financial Rulebook.

APPENDIX 1: DEFINITIONS

PUBLISHED ON 30 SEPTEMBER 2026

In the FE Team Financial Regulations, the FE Manufacturer Financial Regulations, the General Governing Provisions and the FIA Formula E Standard Operating Procedure, defined terms have the following meanings unless specified otherwise:

"Accepted Breach Agreement" (or **"ABA"**) means an accepted breach agreement entered into between the Cost Cap Administration and the relevant FE Team or FE Manufacturer or Relevant Person.

"Additional Services" means FE Team Activities undertaken by an FE Manufacturer at the request of an FE Team that are additional to the Mandatory Services.

"Additional Team" means any FE Team that is not designated as an FE Manufacturer's Primary Team but to which an FE Manufacturer supplies an FE Car.

"Adjustment" means an upward or downward adjustment to Total Costs or Reported Costs of Regulated Activities of the Reporting Perimeter pursuant to Article 6 of the FE Financial Regulations.

"Annual Financial Statements" means annual financial statements that have been prepared in accordance with International Financial Reporting Standards or national accounting standards (as applicable), and when applicable have been audited by an Independent Audit Firm.

"Applicable Rate" means:

- (a) the Initial Applicable Rate; or (where the Cost Cap Administration so specifies)
- (b) the average of the daily exchange rates published by the European Central Bank in the 60-day range that the Cost Cap Administration decides, in its absolute discretion, and communicates to the FE Teams or FE Manufacturers via a Determination no later than 31 July of the Reporting Period preceding the Reporting Period in which the Applicable Rate is to take effect.

"Associate" means, with respect to an entity, any other entity over which that entity holds Significant Influence, but not Control or Joint Control.

"Battery Refurbishment" means the refurbishment as defined in the FIA Registration Procedure of the standard battery system.

"CEO" means the individual designated as chief executive officer of an FE Team in the FE Team's Competitor Staff Registration Submission to the FIA for the Reporting Period in question.

"CFO" means the individual designated as chief financial officer of an FE Team in the FE Team's Competitor Staff Registration Submission to the FIA for the Reporting Period in question.

"Championship" means the FIA Formula E World Championship.

"Competition" means any Competition counting towards the Championship and registered on the Championship calendar for any year, commencing at the scheduled time for scrutineering and sporting checks and including all practice sessions and race(s), and ending either at the deadline for the lodging of a protest under the terms of the International Sporting Code or at the time when a technical or sporting check has been carried out under the terms of that Code,

whichever is the later.

"Competitor Staff Registration Submission" means the certificate of registration for the staff of competitors submitted by an FE Team to the FIA in accordance with the International Sporting Code.

"Components of an FE Car" means all components that can be or are part of an FE Car.

"Confidential Information" means information relating to an FE Team or FE Manufacturer and the other members of its Reporting Perimeter and their Legal Groups and/or any of their respective Personnel, including any information (whether written, oral, or in any other format) that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, operations, processes, know-how, financial information, commercially sensitive information, designs, trade secrets or software of the FE Team or FE Manufacturer and of the other members of its Reporting Perimeter and their Legal Groups and/or any of their respective Personnel.

"Consideration" means, in respect of Personnel (whether or not that person is an employee):

- (a) short term employee benefits, including gross wages/salaries, non-monetary benefits for current employment (e.g. benefits-in-kind, access to private medical care, housing, cars, free or subsidised goods and services), performance-related bonus arrangements, any other type of bonus arrangements, and any other type of payment (e.g. one-off fixed payment as an initial signing-on fee or contract renewal fee or equity in the FE Team or FE Manufacturer);
- (b) post-employment benefits, including pension contributions and any lump sum payments on retirement, and any other post-employment benefits (e.g. life insurance and access to medical care);
- (c) other long-term employee benefits (e.g. long-term paid absences, jubilee or other long-service benefits, profit sharing and bonuses, ownership stake in an FE Team or FE Manufacturer, and deferred remuneration);
- (d) payments or other benefits arising on termination;
- (e) fees or performance or other contractual payments;
- (f) image rights payments in connection with promotional, media, or endorsement work; and
- (g) any other consideration in exchange for any other service provided.

"Control" means the power to conduct the affairs of an entity and to direct its financial and operating policies that affect returns by means of shareholding, or voting power, or by constitutional documents (statutes) or agreement, or otherwise; **"Controlling"** and **"Controlled"** will be construed accordingly.

"Corporate Income Tax" means any domestic and/or foreign taxes that are based on taxable profits, including unrecoverable withholding taxes on corporate income.

"Cost Cap" means the amount set in the FE Financial Regulations that limit the amount of Relevant Costs that can be incurred by FE Teams and FE Manufacturers in the applicable Reporting Period.

"Cost Cap Adjudication Panel" (or "CCAP") means the independent judicial body of that name, established and further described under the FIA Statutes and the FIA Judicial and Disciplinary Rules to exercise first instance jurisdiction over all disciplinary matters relating to the FE Financial Regulations.

"Cost Cap Administration" (or "CCA") means the staff designated by the FIA from time to time to administer and monitor the operation of the FE Financial Regulations.

"Costs of Non-Reported Services" means lease costs of tangible and intangible assets (other than software and patents), costs of electricity, gas and water, costs of Consideration paid and/or payable to an FE Driver and any other costs as may be specified by the Cost Cap Administration from time to time in a Determination.

"Costs of Outsourced Goods and Materials" means the costs of goods and materials, including raw materials, parts, components, consumables and tools provided to a Reporting Perimeter Entity by another party (i.e. a party that is not a Reporting Perimeter Entity).

"Costs of Outsourced Services" means the costs of services provided to a Reporting Perimeter Entity by another party (i.e. a party that is not a Reporting Perimeter Entity) excluding Costs of Non-Reported Services.

"Declaration(s)" means the declarations accompanying the Reporting Documentation in the format prescribed as defined in Article 3.1 of the FE Financial Regulations.

"Demand" means, in the context of an investigation, the Cost Cap Administration's written request to an FE Team or FE Manufacturer (specifying a summary of the basis for the request) to be provided with , and granted access to, Electronic Device(s) of the FE Team, FE Manufacturer (and/or of its Personnel and/or of the other members of the FE Team's or FE Manufacturer's Reporting Perimeter and their Legal Groups and/or of their respective Personnel) for the purpose of copying and/or downloading data from such Electronic Device(s).

"Determination" means an official written communication issued by the Cost Cap Administration to all of the FE Teams and/or FE Manufacturers which is expressed to be a "Determination" and which shall be binding on the FE Teams and FE Manufacturers.

"Development" means the application of research findings or other knowledge to a plan or design for the production of new or substantially improved materials, devices, products, processes, software, systems, or services prior to the commencement of commercial production or use.

"Directly Attributable" means, in relation to a particular activity, that (a) the cost would have been avoided if that particular activity was not undertaken, and (b) the cost is separately identifiable without apportionment.

"Disqualification" has the meaning set out in the International Sporting Code.

"Electronic Device" means any device (including smart phones, tablets, computers, portable hard drives, USBs, pagers, and watches such as iWatches) that stores and/or transmits or receives data (including text, audio, video, multimedia, and/or any other kind of data), and any platforms or services or accounts that may be used by the user of the Electronic Device to store and/or transmit or receive data, including instant messaging services, as well as social media accounts and cloud-based services or accounts that are used to store data remotely.

"Employee Medical Benefits" means any medical benefits made available to all employees of all Reporting Perimeter Entities, or to a specifically identified sub-category of employees of all Reporting Perimeter Entities, in each case on a substantially equal basis and excluding any private medical insurance.

"Exchange Transaction" means a transaction between a Reporting Perimeter Entity and a third party that results in one of the parties acquiring goods or services or satisfying liabilities by surrendering other goods or services or incurring other obligations.

"Excluded Costs" means those costs that may be excluded from FE Team's Total Costs or FE Manufacturer's Reported Costs of Regulated Activities of the Reporting Perimeter pursuant to Article 5.1.

"Exclusion" has the meaning set out in the International Sporting Code.

"Exiting FE Team" means an FE Team which is not registered in the Championship season that takes place in the following Reporting Period, subject to approval by the Cost Cap Administration. In determining whether an FE Team qualifies as an Exiting FE Team, the Cost Cap Administration will consider, amongst other factors, whether any Reporting Perimeter Entity, entity within the FE Team's Legal Group, FE Team Technical Partner, or any other entity to which a substantial proportion of the FE Team's assets and/or Personnel have transferred, is registered to participate in seasons that take place within subsequent Reporting Period(s).

"Extended Reporting Deadline" has the meaning set out in Article 8.7 of the FE Financial Regulations.

"Fair Value" means the price that would have been received to sell an asset or paid to transfer a liability in an orderly transaction at arm's length between market participants at the transaction date.

"FE Car" means a car that was designed and built to comply with the Sporting Regulations and Technical Regulations in force during any Championship season.

"FE Driver" means any person whose primary role is as a driver undertaking the racing and/or Testing of FE Cars for or on behalf of the FE Team and/or FE Manufacturer during the Reporting Period.

"FE Finance Director" means the individual designated as Finance Director of an FE Manufacturer in the Manufacturer Staff Registration Submission to the FIA for the Reporting Period in question.

"FE Financial Regulations" means the FE Team Financial Regulations and/or the FE Manufacturer Financial Regulations.

"FE Manufacturer" means a legal entity that is registered with the FIA to supply FE Cars, in accordance with the FIA Registration Procedure.

"FE Manufacturer and/or FE Team Transaction" means a transaction between a Reporting Perimeter Entity and an entity within an FE Manufacturer's Legal Group and/or an FE Team's Legal Group.

"FE Manufacturer Financial Regulations" means the FIA Formula E Financial Regulations for FE Manufacturers, as amended from time to time.

"FE Manufacturer Technical Partner" means the entity or entities within the same Legal Group but outside the FE Manufacturer's Legal Group that incur more than 50% of Reported Costs of Regulated Activities of the Reporting Perimeter less any identifiable portion of costs of Non-Regulated Activities pursuant to Article 5.1(a)(i) and Article 5.1(a)(ii) of the FE Manufacturer Financial Regulations undertaken by or on behalf of the FE Manufacturer.

"FE Team" means a legal entity that holds an FIA Competitor's Licence (as defined in the International Sporting Code) to participate in the Championship (referred to in the Sporting Regulations as the "competitor" or the "team").

"FE Team Activities" means:

- (a) all activities undertaken by or on behalf of the FE Team relating to the operation of that FE Team and its participation in the Championship, including all activities in connection with the Testing and racing of FE Cars and Marketing Activities of the FE Team, but excluding Research and Development Activities and Manufacture Activities of an FE Manufacturer;

- (b) the planning, directing, management, control, and/or execution of the activities defined as FE Team Activities within paragraph (a) of this definition; and
- (c) the management, directing, control, and use of the assets used to undertake the activities defined as FE Team Activities within paragraph (a) of this definition.

"FE Team Activities Of Other FE Team" means, in respect of any FE Team other than the FE Team, the activities which would constitute FE Team Activities if references in the definition of FE Team Activities to "the FE Team" were references to such other FE Team(s).

"FE Team Financial Regulations" means the FIA Formula E Financial Regulations for FE Teams, as amended from time to time.

"FE Team Technical Partner" means the entity or entities within the same Legal Group but outside the FE Team's Legal Group that incur more than 50% of the costs of FE Team Activities (less Finance Costs and costs that are Directly Attributable to Marketing Activities, Finance Activities, Legal Activities, and/or Human Resources Activities) undertaken by or on behalf of the FE Team.

"FIA" means the Fédération Internationale de l'Automobile, the global governing body of motorsport.

"FIA General Assembly" means the general assembly of the FIA, composed of the delegations of the FIA Members (as defined in the FIA Statutes) each headed by its president or their representative, and of the president of the Drivers' Committee (as defined in the FIA Statutes), as described in the FIA Statutes.

"FIA Judicial and Disciplinary Rules" means the Judicial and Disciplinary Rules of the FIA, as amended from time to time.

"FIA Legal Office" means the FIA legal department and its staff.

"FIA Motorsport Privacy Notice" means the privacy notice available on the FIA website at www.fia.com/motorsport-privacy-notice.

"FIA Registration Procedure" means the Registration Document for Car Manufacturers in the FIA Formula E World Championship.

"FIA Single Suppliers" means the single suppliers selected by the FIA as set out in the FIA Registration Procedure.

"FIA Statutes" means the statutes of the FIA, as amended from time to time.

"FIA World Motor Sport Council" means the World Motor Sport Council constituted under the FIA Statutes.

"Final Car Catalogue" means the final version of the car catalogue as defined in the FIA Registration Procedure.

"Final Notice" means the notice issued by the Cost Cap Administration to an FE Team, FE Manufacturer or Relevant Person notifying them of an alleged breach of one or more provisions of the FE Financial Regulations.

"Finance Activities" means payroll administration, processing of payments to/from third parties, negotiation and processing of purchase orders for the procurement of goods and services, financial record keeping, accounting and taxation matters, and preparation of financial statements and internal financial analysis.

"Finance Costs" means:

- (a) interest on bank overdrafts and loans;
- (b) interest on convertible loan notes;
- (c) any related charges arising from these borrowings or bank deposit such as transaction fees, account maintenance fees or fees charged for late payment;
- (d) interest on and any related charges arising from any other form of borrowing of funds; and
- (e) interest on lease liabilities.

"Financial Penalty" has the meaning set out in Article 10.1(a) of the FE Financial Regulations.

"Financial Reporting Documentation" has the meaning set out in Article 7.1(d) of the FE Team Financial Regulations and Article 7.1(b) of the FE Manufacturer Financial Regulations

"Force Majeure Event" means any circumstances beyond the reasonable control of an FE Team or FE Manufacturer affecting its compliance with the FE Financial Regulations, including terrorist action or the threat thereof, civil commotion, disruption due to general or local elections, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, or any other natural physical disaster, epidemic, pandemic, or outbreak, and any legislation, regulation or ruling of any government, court or other such competent authority.

"General Governing Provisions" means the FIA Formula E Financial Regulations General Governing Provision that govern the FE Team Financial Regulations and the FE Manufacturer Financial Regulations, as amended from time to time.

"General Ledger" means the accounting ledger that contains the financial information used to prepare the Annual Financial Statements of an entity.

"Generation 3" means the period from 1 October 2022 to 30 September 2026.

"Generation 4" means the period from 1 October 2026 to 30 September 2030.

"Good Faith" means with due diligence and in a spirit of honesty, sincerity and integrity.

"Group" means a Parent and its Subsidiaries.

"Head of FE Activities" means the individual designated as Head of FE Activities in the Manufacturer Staff Registration Submission to the FIA for the Reporting Period in question.

"Human Resources Activities" means the undertaking of recruitment of Personnel, Personnel communications, health and safety matters, Employee Medical Benefits, and grievance, disciplinary or termination procedures relating to Personnel.

"Immaterial Cost Deviation" means the following:

- (a) an FE Team or an FE Manufacturer submits its Reporting Documentation and the Relevant Costs reported therein exceed the Cost Cap by less than 0.5%; or
- (b) following the review of an FE Team's or FE Manufacturer's Reporting Documentation (including, where applicable, the conclusion of any investigation undertaken by or on behalf of the Cost Cap Administration), the FE Team's or FE Manufacturer's Relevant Costs have been determined to exceed the Cost Cap by less than 0.5%;

in either of the circumstances set out in paragraph (a) or (b) above, provided there are sufficient mitigating factors and no aggravating factors. For the avoidance of doubt, if such circumstances do not qualify as an Immaterial Cost Deviation, they qualify as a Minor Overspend Breach. There shall be

no right of appeal in respect of a decision by the Cost Cap Administration as to whether or not to qualify a breach as an Immaterial Cost Deviation.

"Immunity Conditions" means the following:

- (a) cooperating with the Cost Cap Administration, telling the whole truth, refraining from destroying, falsifying, or concealing useful information or evidence, and acting in Good Faith at all times; and
- (b) providing the Cost Cap Administration with genuine and complete cooperation throughout the entire investigation and related proceedings, including providing testimony in accordance with any request and in any form required by the Cost Cap Administration, and promptly replying to any questions of the Cost Cap Administration, Cost Cap Adjudication Panel and/or ICA.

"Independent Audit Firm" means an independent audit firm acting in compliance with the International Code of Ethics for Professional Accountants (including International Independence Standards).

"Indexation" means:

- (a) in respect of the Reporting Period commencing on 1 October 2027, the estimated average annual inflation rate of 2027 published by the International Monetary Fund for the G7 countries in October 2027,
- (b) in respect of the Reporting Period commencing 1 October 2028 and each subsequent Reporting Period, the compound rate of (i) the estimated average annual inflation rate for the year to 31 December of the current Reporting Period as published by the International Monetary Fund for the G7 countries in October of the current Reporting Period, and (ii) the Indexation rate of the preceding Reporting Period, as communicated by the Cost Cap Administration via a Determination.

"Initial Applicable Rate" means:

- (a) in respect of the exchange rate between Euros and each of Pounds Sterling and US Dollars, the following rates:

Euros / Pounds Sterling	Euros / US Dollars
1.1514	0.8544

- (b) in respect of any other currency, the average of the daily exchange rates published by the European Central Bank over the period 30 September 2025 +/- 60 days.

"Initial Components" means the first three sets of Manufacturer's Perimeter Components supplied to an FE Team by the FE Manufacturer following their homologation, as part of the sub-perimeter upgrade (Token Homologation) as set out in the FIA Registration Procedure.

"Initial Notice" means the initial notice issued by the Cost Cap Administration to an FE Team, FE Manufacturer, or Relevant Person notifying them of an apparent breach of one or more provisions of the FE Financial Regulations.

"International Court of Appeal (or "ICA") means the International Court of Appeal, which is the independent judicial body established under the FIA Statutes and the FIA Judicial and Disciplinary Rules to act as the final appeal court for international motor sport.

"International Sporting Code" means the FIA International Sporting Code, as amended from time to time.

"International Tribunal" means the tribunal established as per the FIA Statutes with the powers and duties set out in the FIA Statutes and FIA Judicial and Disciplinary Rules.

"Inventories" means only those assets that are:

- (a) finished goods purchased or produced, and held for use in respect of the FE Team's Cars and/or FE Cars or for Regulated Activities of an FE Manufacturer, including Components of an FE Car; and/or
- (b) in the process of production for such use under paragraph (a) of this definition; and/or
- (c) in the form of materials or supplies to be consumed in the process of production for such use under paragraph (a) of this definition.

"Joint Control" means the contractually agreed sharing of Control of an arrangement, which exists only when the strategic financial and operating decisions relating to the activity require the unanimous consent of the parties sharing Control. **"Jointly Controlling"** should be construed accordingly.

"Joint Venture" means a joint arrangement whereby the parties that have Joint Control of the arrangement have rights to the net assets of the arrangement.

"Key Management Personnel" means those persons having authority over and responsibility for planning, directing, and controlling the activities of an entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.

"Late Agreement Fee" means the fee surcharge of up to a maximum of EUR 1,200,000 charged by an FE Manufacturer to a competitor that accepts the supply condition after the prescribed deadline, as defined in the FIA Registration Procedure.

"Late Submission" has the meaning set out in Article 8.5 of the FE Financial Regulations.

"Late Submission Notice" has the meaning set out in Article 8.5 of the FE Financial Regulations.

"Late Submitting Manufacturer" has the meaning set out in Article 8.5 of the FE Manufacturer Financial Regulations.

"Late Submitting Team" has the meaning set out in Article 8.5 of the FE Team Financial Regulations.

"Legal Activities" means the provision of legal advice and guidance, legal document preparation and drafting, ensuring compliance with applicable laws, legal contract management, litigation management, and representation in respect of legal matters.

"Legal Group" of an entity means, in relation to this entity:

- (a) the entity in question;
- (b) any direct or indirect Controlling, or Jointly Controlling entity of the entity in question (up to and including the Ultimate Controlling Party);
- (c) any Subsidiary, Associate, or Joint Venture of the entity in question or of any entity falling within paragraph (b) of this definition; and
- (d) any party that has Significant Influence over the entity in question.

"Legal Professional Privilege" covers communications between a lawyer and a client for the sole or dominant purpose of giving or receiving of legal advice. It also covers communications between lawyers or their clients and any third party for the sole or dominant purpose of obtaining advice or information in connection with any existing or reasonably contemplated litigation (including any proceedings before the International Tribunal, Cost Cap Adjudication Panel, or ICA). Legal professional privilege applies to both external and in-house lawyers. As to any document that contains non-legal advice in any part(s), such part(s) are disclosable and Legal Professional Privilege shall not apply to such part(s). This definition of Legal Professional Privilege shall supersede any contrary or conflicting rules on legal professional privilege or professional secrecy (or similar) under applicable law.

"Login Information" has the meaning given to that term in the FIA Formula E Standard Operating Procedure.

"Mandatory Employee Severance Payment" means the compulsory costs that an employer is legally required to pay to an employee under applicable national labour laws in the event that the employee is made redundant.

"Mandatory Employer's Social Security Contributions" means the compulsory costs levied on an employer for payments to government in a country, usually earmarked to finance social benefits, determined by reference to the entity's employee benefits expenses.

"Mandatory Services" means services that an FE Manufacturer is required to provide for the supply of an FE Car to an FE Team (subject to the applicable maximum price limit) as set out in the FIA Registration Procedure.

"Manufacture Activities" means:

- (a) activities in respect of an FE Car for the production, quality control, and use of materials, devices, products, and consumables, and the associated processes, software, systems, or services for the supply of FE Cars, including costs incurred to manufacture and/or purchase tooling, patterns, and moulds necessary for the manufacturing of components; and
- (b) activities in respect of an FE Car for the assembly, quality control, and use of materials, devices, products, and consumables in respect of an FE Car.

"Manufacturer's Perimeter Components" means all Components of an FE Car that are specific to an FE Manufacturer in accordance with the FIA Registration Procedure.

"Manufacturer's Perimeter Spare Components" means all Spare Components that are Manufacturer's Perimeter Components.

"Manufacturer Staff Registration Submission" means the certificate of registration for the staff of an FE Manufacturer submitted by an FE Manufacturer to the FIA in accordance with the International Sporting Code.

"Marketing Activities" means:

- (a) the identification, negotiation, agreement, and servicing of sponsorship agreements;
- (b) the creation, development, and deployment of Marketing Outputs;
- (c) the application of paint and stickers to FE Cars or to any plant or equipment assets used to undertake FE Team Activities; and
- (d) participation in Promotional Events.

"Marketing Outputs" means branded FE Team/FE Manufacturer clothing, branded FE

Team/FE Manufacturer merchandise, website, customer relationship management database, eSports players/teams, public relations external communications, and any other outputs as may be specified as such by the Cost Cap Administration from time to time in a Determination.

"Material Overspend Breach" has the meaning set out in Article 8.12 of the FE Financial Regulations.

"Material Sporting Penalty" has the meaning set out in Article 10.1(c) of the FE Financial Regulations.

"Methodology Supporting Document" means the document prescribed by the Cost Cap Administration in a Determination pursuant to Article 7.2 of the FE Manufacturer Financial Regulations and used by the FE Manufacturer for the preparation of the Reporting Documentation including disclosure of Reported Costs of Regulated Activities of the Reporting Perimeter and sufficient detail for applicable Exclusions and Adjustments.

"Minor Overspend Breach" has the meaning set out in Article 8.10 of the FE Financial Regulations.

"Minor Sporting Penalty" has the meaning set out in Article 10.1(b) of the FE Financial Regulations.

"Non-FE Team Activities" means activities that are not FE Team Activities.

"Non-Manufacturer's Perimeter Components" means all Components of an FE Car that are not Manufacturer's Perimeter Components.

"Non-Regulated Activities" means activities that are not Regulated Activities.

"Non-Submission Breach" has the meaning set out in Article 8.8 of the FE Financial Regulations.

"Overspend Breach" means a Minor Overspend Breach and/or a Material Overspend Breach.

"Parent" means an entity that Controls one or more other entities (known as Subsidiaries).

"Parental Leave" means maternity leave, paternity leave, shared parental leave or adoption leave, in each case pursuant to a bona fide formal written policy that applies substantially equally to all employees of all Reporting Perimeter Entities.

"Payment In Lieu Of Notice" means a payment made by a Reporting Perimeter Entity to an employee upon termination of the employee's contract, in lieu of the remuneration the employee would have received had they worked during the entirety of their contractual notice period. Such payment is capped at the amount of base salary the employee would have earned over the applicable notice period.

"Personnel" means any person engaged in the undertaking of, respectively, FE Team Activities or Regulated Activities on behalf of the FE Team or FE Manufacturer in question and/or on behalf of another entity in the Reporting Perimeter and/or Legal Group of the FE Team or FE Manufacturer.

"Presentation Currency" means the currency in which the General Ledger of a Reporting Perimeter Entity is presented.

"Primary Team" means the FE Team that an FE Manufacturer designates as its primary FE Team. Where an FE Manufacturer supplies an FE Car to only one FE Team, that team is the FE Manufacturer's Primary Team. Where an FE Manufacturer supplies FE Car with homologations from different seasons, the Primary Team is an FE Team with the latest homologation.

"Procedural Breach" has the meaning set out in Article 8.1 of the FE Financial Regulations.

"Promotional Event" means a promotional event as described in the Sporting Regulations.

"Property Costs" means any property rent, property lease costs, business rates on a property, property taxes, insurance of buildings, provision of security controlling physical access to building(s), landscaping of the external area of the building(s), and provision of cleaning and waste disposal services.

"Regulated Activities" means all activities undertaken by or on behalf of the FE Manufacturer relating to:

- (a) Research and Development Activities;
- (b) Manufacture Activities; and
- (c) Mandatory Services.

"Related Party" means, with respect to a Reporting Perimeter Entity:

- (a) a person who:
 - (i) has Control or Joint Control of that Reporting Perimeter Entity;
 - (ii) has Significant Influence over that Reporting Perimeter Entity; or
 - (iii) is a member of the Key Management Personnel of that Reporting Perimeter Entity or of a Parent of that Reporting Perimeter Entity;
- (b) a family member of any person listed in paragraph (a) of this definition, where family member means:
 - (i) a spouse, domestic partner or civil partner;
 - (ii) any other person with whom the person lives as partner in an enduring family relationship;
 - (iii) children or step-children of the person or of any person falling within paragraph (b)(i) of this definition;
 - (iv) any children or step-children of a person falling within paragraph (b)(ii) of this definition who live with the person and have not attained the age of 18;
 - (v) siblings;
 - (vi) parents; and
 - (vii) dependants of the person or of any person falling within paragraph (b)(i) of this definition;
- (c) an entity to which any of the following paragraphs apply:
 - (i) both it and the Reporting Perimeter Entity are members of the same Group or are under common control;
 - (ii) it or the Reporting Perimeter Entity is an Associate or Joint Venture of the other (or an Associate or Joint Venture of a member of a Group of which the other is a member);

- (iii) it and the Reporting Perimeter Entity are Joint Ventures of the same third party;
- (iv) it or the Reporting Perimeter Entity is a Joint Venture of a third party and the other is an Associate of the third party;
- (v) the entity is a post-employment defined benefit plan for the benefit of the employees of the Reporting Perimeter Entity;
- (vi) the entity is Controlled or Jointly Controlled by a person falling within paragraphs (a) or (b) of this definition;
- (vii) a person falling within paragraph (a)(i) of this definition, or a family member of such a person, has Significant Influence over the entity or is a member of the Key Management Personnel of the entity (or of a Parent of the entity);
- (viii) the entity, or any member of a Group of which it is a part, provides Key Management Personnel services to a Reporting Perimeter Entity or to the Parent of a Reporting Perimeter Entity; and/or
- (ix) it is an FE Team or FE Manufacturer Technical Partner not included in the Reporting Perimeter.

"Related Party Transaction" means, with respect to a Reporting Perimeter Entity:

- (a) a transfer of resources, services, or obligations between that Reporting Perimeter Entity and a Related Party, regardless of whether a price has been charged; or
- (b) any transaction between that Reporting Perimeter Entity and a third party where:
 - (i) a commercial relationship exists between that third party and a Related Party; and
 - (ii) the transaction is entered into on terms that are different to those that the third party would have agreed if the commercial relationship referred to in paragraph (b)(i) of this definition had not existed.

"Relevant Costs" means FE Team's Total Costs or FE Manufacturer's Reported Costs of Regulated Activities of the Reporting Perimeter less any Excluded Costs and after making any applicable Adjustments.

"Relevant Person" means each of the Team Principal, CEO, CFO and Technical Director of the FE Team or Head of FE Activities and FE Finance Director of the FE Manufacturer, together, the **Relevant Persons**.

"Reported Costs" means:

- (a) the costs of Consideration paid to employees (excluding FE Driver and Consideration in respect of Parental Leave);
- (b) the Costs of Outsourced Goods and Materials; and
- (c) the Costs of Outsourced Services.

"Reported Costs of Regulated Activities of the Reporting Perimeter" means the aggregate of (i) the Reported Costs Directly Attributable to Regulated Activities of an FE Manufacturer's Reporting Perimeter, and (ii) Reported Costs which relate to both Regulated Activities and Non-Regulated Activities of an FE Manufacturer's Reporting Perimeter, for the Reporting Period in question having adjusted (to the extent applicable) for any amounts recharged from one Reporting Perimeter Entity to another Reporting Perimeter Entity.

"Reporting Deadline" means the deadline for submission of the Reporting Documentation, which is 19.00 CET on 30 November following the end of the Reporting Period, or if such day is not a business day on the next business day, unless any later time or date is otherwise communicated to the FE Teams or FE Manufacturers by the Cost Cap Administration via a Determination.

"Reporting Documentation" has the meaning set out in Article 7.1 of the FE Financial Regulations.

"Reporting Perimeter" has the meaning set out in Article 4.3 of the FE Financial Regulations.

"Reporting Perimeter Documentation" has the meaning set out in Article 7.1(a) of the FE Financial Regulations.

"Reporting Perimeter Entity" and **"Reporting Perimeter Entities"** have the meanings set out in Article 4.3 of the FE Financial Regulations.

"Reporting Period" means the 12-month financial reporting period starting on 1 October and ending on 30 September.

"Research" means any original and planned investigation undertaken with the prospect of gaining new scientific or technical knowledge and understanding.

"Research and Development Activities" means the following:

- (a) Research in respect of an FE Car; and
- (b) Development in respect of an FE Car (including the purchase and/or manufacture of components or prototype components in respect of an FE Car and organisation and performance of FE Manufacturer test days pursuant to the FIA Registration Procedure);

but excluding Mandatory Services and Additional Services.

"Reserved Areas" has the meaning given to that term in the International Sporting Code.

"Respondent" means the FE Team and/ or FE Manufacturer and/or Relevant Person alleged to have committed a breach of the FE Team Financial Regulations and/or FE Manufacturer Financial Regulations.

"Restructuring Costs" means the Mandatory Employee Severance Payment and/or Voluntary Employee Severance Payment that arise solely because of a Restructuring Plan redundancy.

"Restructuring Plan" means, subject to approval by the Cost Cap Administration, a detailed formal plan for restructuring a business or part of a business. In determining whether the plan qualifies as a Restructuring Plan, the Cost Cap Administration will consider, amongst other factors, whether an announcement of such restructuring was made to the public, whether the FE Manufacturer and/or Reporting Perimeter Entity has complied with any applicable collective consultation process and related notification and consultation requirements, and whether implementation of the restructuring is intended to commence as soon as reasonably practicable.

"Significant Influence" means the power to participate in the financial and operating policy decisions of the entity, but not in Control or Joint Control of that entity. Significant Influence may be gained by means of shareholding, or voting power, or by constitutional documents (statutes), or by agreement, or otherwise.

"Single Supplier NRE" means the non-recurring engineering costs for the FIA Single Supplier in respect of the Generation 4, as further defined in the Appendix to the FIA Registration Procedure for seasons 13 to 16.

"Spare Components" means other Components of an FE Car that are not Initial Components.

"Sporting Regulations" means the FIA Formula E Sporting Regulations, as amended from time to time.

"Standard Operating Procedure" means the standard operating procedure published by the FIA which sets out guidance regarding the manner in which the Cost Cap Administration will exercise its right under the FE Financial Regulations to make a Demand to an FE Team or FE Manufacturer to be provided with, and granted access to, Electronic Devices of the FE Team or FE Manufacturer (and/or of its Personnel and/or of the other members of the FE Team's or FE Manufacturer's Reporting Perimeter, their Legal Groups and/or of their respective Personnel) for the purposes of copying and/or downloading data from such Electronic Devices.

"Subset Accounts" means accounts for the Reporting Period for a clearly identifiable component of the FE Team, for which the obligations and format will be prescribed by the Cost Cap Administration via a Determination, and which shall:

- (a) include Total Costs of the FE Team less any costs Directly Attributable to Non-FE Team Activities;
- (b) be prepared by reference to the same financial reporting framework and under the same accounting policies used by the FE Team in its Annual Financial Statements; and
- (c) include a breakdown of Total Costs of the FE Team less any costs Directly Attributable to Non-FE Team Activities and a reconciliation to the FE Team's Annual Financial Statements.

"Subsidiary" means an entity that is Controlled by the Parent.

"Suspension" has the meaning set out in the International Sporting Code.

"Sustainability Initiative Costs" means:

- (a) Consideration provided to Personnel engaged by a Reporting Perimeter Entity or costs of outsourced services incurred that are in either case Directly Attributable to defining and identifying ESG sustainability objectives and the strategy envisaged to achieve these objectives, and the monitoring, collation and production of reports to measure progress against carbon foot-print and emissions targets and overall ESG sustainability objectives, and all travel and accommodation cost in respect of these Personnel;
- (b) costs incurred with an external specialist to provide audit and assurance services for the purpose of obtaining environmental sustainability accreditations and/or certifications;
- (c) costs of IT software and IT licenses to monitor, collate, measure and report data in respect of carbon foot-print and emissions targets and overall environmental sustainability objectives;
- (d) donations to charities or non-profit organisations engaged in the promotion, development and deployment of environmental sustainability projects;
- (e) costs Directly Attributable to the purchase of carbon removal credits, carbon offset credits or green energy certificates and costs Directly Attributable to the funding of external projects for greenhouse gases removal and/or mitigation; and
- (f) costs Directly Attributable to the purchase of certificates related to sustainable aviation or sustainable marine fuel purchased to offset and reduce greenhouse gases emissions from air/sea travel by Personnel and air/sea-freight to Competitions or Testings.

"Team Principal" means the individual designated as team principal of an FE Team in the FE Team's Competitor Staff Registration Submission to the FIA for the Reporting Period in question.

"Technical Director" means the individual designated as technical director for each FE Team in the FE Team's Competitor Staff Registration Submission to the FIA for the Reporting Period in question.

"Technical Regulations" means the FIA Formula E Technical Regulations, as amended from time to time.

"Termination Fees" means:

- (a) Mandatory Employee Severance Payment arising from redundancies made following the Exiting FE Team's announcement of withdrawal from the Championship;
- (b) Payment In Lieu Of Notice where the notice period would have started after the last FE Race of the Reporting Period;
- (c) termination fees to terminate the contract with the FE Manufacturer;
- (d) termination fees to terminate the contract with the FIA Single Suppliers; and
- (e) termination fees to terminate the contract with the commercial rightsholder of the Championship.

"Testing" means all on track and off-track testing, including any virtual testing and simulation of either a car, chassis, or chassis system or components.

"Token Homologation" has the meaning given to that term in the FIA Registration Procedure for seasons 13 to 16.

"Total Costs" means all costs and losses in the Reporting Period in question that are recognised within profit or loss of the General Ledger of the Reporting Perimeter Entity or, if applicable, within profit or loss of the Subset Accounts of the FE Team.

"Total Costs of the Reporting Perimeter" means the aggregate of the Total Costs of each Reporting Perimeter Entity, having adjusted (to the extent applicable) for any amounts recharged from one Reporting Perimeter Entity to another Reporting Perimeter Entity.

"Ultimate Controlling Party" means, in respect of an FE Team or FE Manufacturer, the entity or individual that has ultimate Control, directly or indirectly, of that FE Team or FE Manufacturer.

"Voluntary Employee Severance Payment" means the costs that the employer is paying to an employee that is made redundant in addition to the Mandatory Employee Severance Payment, provided that such payment:

- (a) arises solely because of the termination of employment;
- (b) is not remuneration for services previously rendered or to be rendered; and
- (c) does not relate to salary, wages, overtime, commissions, incentive compensation, retention awards, signing bonuses, transaction bonuses, performance bonuses, deferred remuneration, equity compensation, benefits in kind, pension entitlements, notice payments, gardening leave payments or any similar employment-related entitlement.

"Year N" means the calendar year in the title of the FE Financial Regulations.

APPENDIX 2: FIA FORMULA E STANDARD OPERATING PROCEDURE

PUBLISHED ON 30 SEPTEMBER 2026

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1. SCOPE

- 1.1 This Standard Operating Procedure is maintained by the Cost Cap Administration to govern the manner in which it exercises its right under the FE Financial Regulations to make a Demand to be provided with, and granted access to, Electronic Devices of the FE Team or FE Manufacturer (and/or of its Personnel and/or of the other members of the FE Team or FE Manufacturer's Legal Group and/or of their respective Personnel) for the purposes of copying and/or downloading data from such Electronic Devices. This Standard Operating Procedure may be amended and/or supplemented by the Cost Cap Administration from time to time.
- 1.2 Unless specifically defined in this Standard Operating Procedure, capitalised terms used in this Standard Operating Procedure have the meaning attributed to them in Appendix 1 of the FE Financial Regulations. References in this Standard Operating Procedure to an 'FE Team' or 'FE Manufacturer' includes its Personnel and the other members of its Legal Group and their respective Personnel, unless the context requires otherwise.
- 1.3 The Cost Cap Administration will comply with the Standard Operating Procedure in relation to its access to Electronic Devices and inspection and copy/download of related data from those devices, in order to protect the privacy interests of those involved and to ensure that the procedures used by the Cost Cap Administration to extract, host, store, and use information from Electronic Devices are fit for purpose and will ensure that the information is processed, stored, and used appropriately, proportionately, and lawfully.
- 1.4 The Cost Cap Administration should maintain a written record of its compliance with the requirements of this Standard Operating Procedure.
- 1.5 The Cost Cap Administration may require FE Teams and FE Manufacturers to enter (and to procure that each of the other members of its Legal Group and each of its FE Team Technical Partner and/or FE Manufacturer Technical Partner(s), if any, enters) data processing agreements and/or data sharing agreements, as required for purposes of regulating any data processing or sharing under the FE Financial Regulations and/or this Standard Operating Procedure.

2. CONDITIONS FOR REQUIRING ACCESS TO ELECTRONIC DEVICES AND RELATED DATA

- 2.1 The Cost Cap Administration may only make a Demand where it considers that it is necessary to further the purposes of the FE Financial Regulations, proportionate to the achievement of those purposes, and lawful.
- (a) **Necessity.** A Demand may be considered necessary to further the purposes of the FE Financial Regulations where in the context of an investigation the Cost Cap Administration has reasonable grounds to believe that there may be data stored or accessible on, or transmitted or received, using the Electronic Device in question that might evidence or lead to the discovery of evidence of non-compliance with the FIA FE Financial Regulations.
- (b) **Proportionality.** A Demand may be considered a proportionate means of achieving the purposes of the FE Financial Regulations where it goes no further than is necessary to achieve those purposes and does not have adverse effects that outweigh the benefit of doing so.
- (i) In determining whether the Demand is a proportionate means of achieving the purposes of the FE Financial Regulations, it is necessary to:
- (A) balance the scope of the Demand against the nature of the potential breach(es) in issue;
- (B) consider whether there are any reasonable alternative means of obtaining the data in question; and

- (C) seek to limit the intrusion to the privacy of the user of the Electronic Device in question to the greatest extent possible.
 - (ii) Further to paragraph 2.1(b)(i)(C), Electronic Devices may store data that is not relevant to the Cost Cap Administration's investigation. Where possible, only data that the Cost Cap Administration considers might reasonably be likely to contain relevant information should be copied/downloaded. Such limiting parameters should be considered on a case-by-case basis.
 - (iii) If limiting parameters are not appropriate in a particular case, and instead an image has to be taken of all of the data on an Electronic Device, in accordance with paragraph 5 below tailored searches will be made of the image taken (including by date and by keywords, where appropriate) to identify potentially relevant information, and to exclude irrelevant information from consideration.
- (c) **Legality.**
- (i) The Cost Cap Administration will act at all times in accordance with any applicable laws when exercising its Demand powers. If there is any indication that accessing the Electronic Devices and/or downloading or copying data or other information from such sources in the manner proposed may breach any applicable laws, legal advice should be obtained.
 - (ii) The Cost Cap Administration is subject to and will comply with the applicable data privacy and security requirements, including those set out in the European Union Regulation (EU) 2016/679 (the General Data Protection Regulation, or "**GDPR**"). In accordance with the GDPR, all personal data collected by the Cost Cap Administration will be:
 - (A) processed lawfully, fairly, and in a transparent manner in relation to the data subject;
 - (B) collected for specified and legitimate purposes, and not processed in a manner that is incompatible with those purposes;
 - (C) adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed;
 - (D) accurate and (where necessary) kept up to date, with every reasonable step to be taken to ensure that personal data that are inaccurate (having regard to the purposes for which they are processed) are erased or rectified without delay;
 - (E) kept in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
 - (F) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

3. AUTHORISATION AND ISSUANCE OF A DEMAND

- 3.1 The Cost Cap Administration is authorised to issue Demands in accordance with Article 2.11 of the General Governing Provisions. A Demand may be served in person, by email, by courier, or by other convenient method.
- 3.2 The Demand should set out a summary explanation of why the Cost Cap Administration considers that it has reasonable grounds to believe that there might be information stored or

accessible on, or transmitted or received using, Electronic Device(s) that might evidence or lead to the discovery of evidence of non-compliance with the Financial Regulations.

4. OBJECTION TO A DEMAND

4.1 In the event of an objection to a Demand pursuant to Article 2.17 of the General Governing Provisions:

- (a) If access to the Electronic Device(s) by the Cost Cap Administration (or its designated service provider) is refused, the Cost Cap Administration (or its designated service provider) should not take possession of the device(s) or seek to copy or download any information from the device(s). However, in accordance with the FE Financial Regulations, the refusal will constitute a Procedural Breach by the FE Team or FE Manufacturer.
- (b) If the Cost Cap Administration (or its designated service provider) is permitted access to the Electronic Device(s), the Cost Cap Administration (or its designated service provider) will either (i) take possession of the Electronic Device in order to secure it in safekeeping (e.g. in a tamper-proof bag or a sealed and signed envelope), with the device powered off or switched to non-transmission mode, and/or (ii) copy/download (or forensically image) the Electronic Device and place that copy/download (or forensic image) in safekeeping (e.g. in a tamper-proof bag or a sealed and signed envelope). The Cost Cap Administration will not further access the data stored or accessible on, or transmitted or received using, the Electronic Device(s) until the objection is resolved by the Cost Cap Adjudication Panel pursuant to Article 2.17 and Article 3.3 of the General Governing Provisions, and it is confirmed that the Cost Cap Administration may access such information.
- (c) In circumstances where a copy of the Electronic Device is secured by the Cost Cap Administration pending an objection or legal consultation, it should be placed in a tamper-proof bag or a sealed and signed envelope to ensure the integrity of the copy and its contents are preserved, and no data should be extracted from the copy until the deadline for submitting an objection has expired (or the Cost Cap Administration has been notified that no objection will be submitted), or, if an objection has been submitted, until it has been resolved or otherwise dismissed by the Cost Cap Adjudication Panel. Where a copy is secured in these circumstances, the original Electronic Device should be returned to the FE Team, FE Manufacturer.

5. THE COPYING/DOWNLOADING PROCESS

- 5.1 The data copying and/or downloading process may take place either in person or (where appropriate) remotely, and will be completed in the presence of the FE Team, FE Manufacturer and/or affected Personnel (and/or their representative) if they so wish and if this is feasible in light of the volume of information to be copied/downloaded. If the user of the Electronic Device is present, they must correctly enter their Login Information in order to permit access to (and downloading from) data stored or accessible on, or transmitted or received, using the Electronic Device. The length of the copying and/or downloading process from the Electronic Device(s) will not provide a basis to object to immediate compliance with the Demand.
- 5.2 Where the user of the Electronic Device is not present, and where the Cost Cap Administration considers it necessary to access the data stored or accessible on, or transmitted or received using the Electronic Device in their absence in order to continue the investigation, the FE Team, FE Manufacturer and/or affected Personnel must provide (or procure that the relevant person provide) the Login Information to the Cost Cap Administration immediately (or by the deadline specified by the Cost Cap Administration). The obligation to provide Login Information continues for the duration of any inquiries or investigation.
- 5.3 The Cost Cap Administration may engage a digital forensics service provider to use data extraction and/or forensic imaging equipment to download and/or copy data from Electronic Devices, and/or the Cost Cap Administration may carry out those functions itself. The Cost Cap

Administration may also engage a service provider to store and host data collected from any Electronic Device(s) on its behalf or to conduct searches based on search terms/criteria specified by the Cost Cap Administration. Any service provider appointed by the Cost Cap Administration will only act as a technical assistant to the Cost Cap Administration and may only provide advice in relation to technical matters, such as (by way of example only) the most effective, efficient, and/or secure way of accessing, storing, hosting, copying, or downloading data from the Electronic Device(s). The service provider will act solely on the Cost Cap Administration's instructions and will not have any discretion as to what data to copy or download from Electronic Devices. The Cost Cap Administration will ensure that any such service providers are subject to strict confidentiality obligations in relation to the Electronic Devices and any investigation or proceedings.

- 5.4 Once the data copying and/or downloading process is completed, the Electronic Device(s) will be returned to the FE Team or FE Manufacturer and/or affected Personnel (unless the process was undertaken remotely, in which case the FE Team or FE Manufacturer and/or affected Personnel will retain possession of the Electronic Device(s) throughout).
- 5.5 Only the Electronic Devices mentioned in the Demand may be accessed, and only the specified data in the Demand may be copied and/or downloaded from those sources (subject to any ruling or directions by the Cost Cap Adjudication Panel where it is required to resolve an objection regarding the scope of the Demand). Any limiting parameters identified in the Demand (see paragraph 2.1(b)(ii) above) must be respected. The data copied from an Electronic Device may include (for example and without limitation) data in the form of text messages (i.e. SMS and MMS), and/or data stored on any cloud-based services used by the Electronic Devices, and/or (where keywords relevant to the matter in issue are identified in the messages using automated search tools or where access is authorised by consent of the Electronic Device user or by judge order) data in personal messaging services or platforms located on or used by the Electronic Devices (such as iMessage with personal iCloud ID, WhatsApp, Facebook Messenger, Signal, or similar).
- 5.6 Unless it is being stored and/or hosted by a service provider, the data and/or other information copied and/or downloaded from the Electronic Device(s) in accordance with the Demand will be copied onto an encrypted device and delivered without delay to the Cost Cap Administration by secure means, with the transfer documented and recorded by the Cost Cap Administration. If a service provider is involved in the copying and/or downloading process but is not storing or hosting the information on behalf of the Cost Cap Administration, it will not retain a copy of the data.

6. IDENTIFICATION OF RELEVANT INFORMATION

- 6.1 The Cost Cap Administration will take appropriate steps to identify from the data copied and/or downloaded from an Electronic Device:
 - (a) any information that is not relevant to its investigation;
 - (b) any information that may be subject to Legal Professional Privilege; and/or
 - (c) any information that is relevant and not subject to Legal Professional Privilege but may be considered particularly sensitive or personally embarrassing information (particularly where specifically flagged by the affected person(s)).
- 6.2 The steps taken to identify such information may include conducting automated searches for key words or phrases and/or date range searches, and/or engaging legal counsel to identify irrelevant and/or information subject to Legal Professional Privilege. Findings from initial keyword or date range searches may inform additional searches and analysis. Automated searches may be conducted by a service provider on the basis of search terms/criteria specified by the Cost Cap Administration. In exceptional circumstances, it may be appropriate to engage independent legal counsel to review the information.

- 6.3 Once irrelevant and/or information subject to Legal Professional Privilege has been identified, the Cost Cap Administration will take all steps necessary to ensure that they are designated as such, that they are not considered by the Cost Cap Administration as part of its investigation, and that they are destroyed and/or otherwise disposed of as soon as is practicable.
- 6.4 If the Cost Cap Administration or legal counsel identify any information that is relevant and not privileged but may be considered particularly sensitive or personally embarrassing information, the Cost Cap Administration will obtain and follow legal advice on any special handling of the information that may be appropriate.

7. USE OF RELEVANT INFORMATION

- 7.1 Information obtained pursuant to a Demand may be made available by the Cost Cap Administration to the Cost Cap Adjudication Panel and/or the ICA (as the case may be) for the purpose of exercising their respective regulatory functions under the FE Financial Regulations. If material is discovered that appears on its face to breach any other FIA regulations or other applicable laws or regulations, the material will be ring-fenced and referred to the FIA Legal Office.
- 7.2 Information obtained pursuant to a Demand may be shared by the Cost Cap Administration in accordance with Article 5.1 of the General Governing Provisions. The confidentiality provisions of the FE Financial Regulations must be observed with respect to such information.

8. CHAIN OF CUSTODY, STORAGE, AND ACCESS

- 8.1 All data copied and/or downloaded from Electronic Device(s) in accordance with a Demand will be governed by the following strict internal evidence management and administration procedures designed to ensure the security and confidentiality of that data at all times:
- (a) The Cost Cap Administration will maintain a carefully documented chain of custody, starting from when it first receives the copy of the data and continuing until the copy is deleted and/or otherwise disposed of.
 - (b) Data copied and/or downloaded from an Electronic Device will be hosted and stored securely by the Cost Cap Administration or, in the event that a service provider is engaged by the Cost Cap Administration to store and host information on its behalf, the Cost Cap Administration will procure the same from the service provider.
 - (i) The Cost Cap Administration will (or will procure that the service provider will) upload the data to a secure encrypted file storage system located within the EU or such other location where the data shall be adequately protected in accordance with the General Data Protection Regulation (**GDPR**) and under the control of the Cost Cap Administration. The Cost Cap Administration will (or will procure that the service provider will) ensure that access to this system is password-protected and that strict access controls are maintained.
 - (ii) The Cost Cap Administration will (or will procure that the service provider will) store any portable drives containing such data (e.g. encrypted pen drive or external hard drive) with robust technical and organisational measures.
 - (c) The Cost Cap Administration will (or will procure that the service provider will) ensure that access to data from Electronic Devices is strictly controlled and limited to those persons requiring such access for the purposes set out in paragraph 7 above.

9. RETENTION

- 9.1 Subject to any retention periods under applicable law or relevant privacy notice, the Cost Cap Administration will (or procure that the service provider will) retain copies of the data copied and/or downloaded from Electronic Devices for as long as necessary to achieve the purposes of the FE Financial Regulations, or (in relation to personal data specifically) for the duration of

the investigation(s) and any related hearing process(es) (including first instance and appeal) and any related litigation.

- 9.2 Where retention of the data/information is no longer necessary pursuant to paragraph 7.1 above, the Cost Cap Administration will delete it and procure that the service provider does the same.
- 9.3 The Cost Cap Administration will regularly review the data that it holds (or that is being held on its behalf by a service provider) that has been copied and/or downloaded from Electronic Devices to ensure that it complies with these retention requirements.



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