



REGULATIONS

SCUDERIA FERRARI CLUB S.C.AR.L.

2021/2023



Scuderia Ferrari Club S.c.ar.l. - Regulations

Definitions

The following terms have the following meanings:

- **Sub-Licensing Agreement for the use of the Scuderia Ferrari Club Trademark/Logo or Sub-Licensing Agreement** means the contract authorising the use of the Scuderia Ferrari Club Logo, entered into with the Company or directly with Ferrari, and the Ordinary Member (article 19 of the Articles of Association – “Sub-Licensing Agreement for the use of the Scuderia Ferrari Club Trademark” – Appendix C);
- **Associate** or **Cardholder** means an individual who joins or is associated with the Ordinary Member (or Club), having duly paid the annual membership fee for the management of services provided by the Company, either through the Ordinary Member in question, or directly, according to the procedures set forth by the Company;
- **Members of the C.I.C.O. refers to members of the Steering and Coordination Committee who were locally elected in compliance with the Company Articles of Association (article 16);**
- **Operations Management** means the entity appointed by the Administrative Body and delegated with specific activities (article 14 of the Articles of Association – Administration of the Company);
- **Entities Belonging** to or **Connected** to Ferrari means Ferrari Owners Clubs (FOC, e.g. Ferrari Owners Club Italia), Ferrari Dealers (e.g. Rossocorsa), Ferrari Museums, etc.;
- **Non-Member** means any existing or newly incorporated non-commercial entity applying for the status of Ordinary Member.
- **Ferrari** refers to Ferrari S.p.A. with its intellectual and industrial property rights, and the internal and external organisations linked to it;
- **Logo Scuderia Ferrari Club** is the brand trademark/logo of the Company, expressed in writing and/or images;
- **Administrative Body** means the Sole Director or Board of Directors, and the Chairman of the Company (article 13 of the Articles of Association – “Organs of the Company”)
- Regulations refers to this document, annexes included, which the Ordinary Member and its Cardholders are required to comply with;
- **Company refers to Scuderia Ferrari Club S.c.ar.l.** (Società Consortile a responsabilità Limitata – Italian-law limited liability consortium company);
- **Founding Member** refers to Ferrari S.p.A.;
- **Ordinary Member** refers to a Club – either under its original name or the name deriving from its relations with the Company – that holds a quota in the Company.



1. ORDINARY MEMBERS, HONORARY MEMBERS AND SUPPORTERS

1.1 Terms and conditions for acquiring the status of Ordinary Member.

- 1.1.1 An Ordinary Member is an entity, usually already existing, which is incorporated in Italy or abroad, in a form legally recognised under the rules of the country in which it is based. It is an independent legal entity, preferably a non-commercial, not-for-profit organisation (in Italy, the reference law is art. 148 of the T.U.I.R – Italian Income Tax Consolidation Act – as periodically amended). The status of Ordinary Member is obtained upon acceptance of a request for membership by the Administrative Body and the purchase of a quota in the Company, in accordance with the procedures for the transfer of quotas applicable to Italian-law limited liability companies and the signing of a Sub-Licensing Agreement. An Ordinary Member cannot acquire more than one quota in the Company. In accordance with the terms of the Articles of Association, the quotas in the Company cannot be transferred among Ordinary Members.

Failure to sign the Sub-Licensing Agreement is an impediment to the status of Ordinary Member as such behaviour is prejudicial to the trademarks of the Founding Member (article 7 of the Articles of Association). Once the minimum number of members has been reached, as specified in point 2.5 of these Regulations, the Ordinary Member will benefit from the prerogatives reserved for Members and signatories of the Sub-Licensing Agreement; besides what has been stated above the Ordinary Member will receive a "membership plaque" to be displayed at its headquarters.

Should the plaque be lost Operations Management will need to be notified in a timely manner; a new plaque may be provided, upon request, exclusively at the Ordinary Member's own expense.

- 1.1.2 The status of Ordinary Member may be granted to entities described in article 1.1.1 that have existed and have operated for at least one (1) year before the date of their membership request and that demonstrate that they have been engaged in club activities and have a regular number of active Cardholders meeting the minimum number required for Ordinary Members, pursuant to article 2.5 of these Regulations. The Founding Member can, at its discretion, accept applications from entities that have operated for a shorter period.

When applications are made to the Administrative Body by entities located in areas already covered by an active Ordinary Member that is compliant with the Articles of Associations and Regulations, these are evaluated with Operations Management, once the Coordinator and appropriate regional member of the C.I.C.O. have been consulted for an opinion. The Administrative Body will analyse the situation in light of the circumstances and will not limit its evaluation to the mere territorial aspect.

- 1.1.3 The Ordinary Member's name – as assigned by the Sub-Licensing Agreement – must always have a connection to the territory where the Member is located.

The Club may only move its registered office to a location within the same province; in any event, the association may not move to a municipality where a recognised Ordinary Member is already present and therefore has priority of location.

The Company will instruct Members of the C.I.C.O. who are responsible for the given territory to verify, along with pre-existing Ordinary Members, that the requested change of address may be permitted.

Should an Ordinary Member plan to transfer its registered office outside the province of origin, Operations Management will specify the most suitable procedure.

The Company's Administrative Body may ask active Ordinary Members to change their name, if it is insufficiently connected to the local territory or is in conflict with membership requests received by the Company at a later date. Said request will be examined together with the Ordinary Member and both parties will agree on the new name.

- 1.1.4 The Ordinary Member can take completely independent decisions with regard to its corporate activities but must comply with the Articles of Association, the present Regulations, the Sub-Licensing Agreement, and any decisions and communications issued by the Administrative Body and the Steering and Coordination Committee. **As it is never under any circumstance a direct emanation of the Company,** the Ordinary Member is entirely liable for the decisions it authorises and implements, in every area: civil, fiscal, accounting-related, administrative and criminal.



- 1.1.5 The Company **provides its services to Ordinary Members** subject to regular compliance with the regulations in force from time to time as well as all the rules and statutory obligations, regulations and the Sub-License Agreement of the brand. The results of certain services have a direct effect on relations between the Ordinary Member/Club and its own Cardholders. The issuing of the annual membership card by the Company entitles the Cardholder to benefit from the dedicated services provided by the Company.
- 1.1.6 Where it is necessary to provide services to third parties, the Company's Administrative Body will operate in compliance with article 3 of the Articles of Association, having also verified that these services do not impose a burden on the Ordinary Members.
Each Ordinary Member, represented by its President/Legal Representative, agrees to report promptly to the Company (the Administrative Body or its delegates, including Operations Management), and to inform the Coordinator of the Steering and Coordination Committee, of any facts or events it becomes aware of that may conflict with the Company's objectives and/or may infringe the rights, image or reputation of the Company. Such reports must be supported by appropriate documentation. After conducting an investigation, the Company may decide to act directly or, if appropriate, act through the Founding Member. The Company, following careful evaluation of the reported event and of the instructions received from the Founding Member, will reply to the Ordinary Member through the Administrative Body or its delegate, and will inform the Steering and Coordination Committee through Operations Management.
- 1.1.7 The Company may follow the same procedure should an Ordinary Member fail to provide the Company with adequate information despite being aware of activities that were in conflict with the Company's objectives and/or that infringed upon the Company's rights.

1.2 Changing the name of an Ordinary Member and use of the Scuderia Ferrari Club Logo.

- 1.2.1 The *Scuderia Ferrari Club* Logo is a registered trademark/logo, owned by the Founding Member and licensed to the Company exclusively for the purposes specified in the Articles of Association, these Regulations and the Sub-Licensing Agreement. The use of this trademark/logo is subject to obtaining the status of Ordinary Member. Use of the trademark/logo by organisations not accredited as Ordinary Members, even if they have applied for such status, is not permitted and is considered illegal for all civil and criminal purposes. An Ordinary Member may use the Company's trademark/logo, including as part of its own name, but only after having signed the Sub-Licensing Agreement.

This means that an entity applying for the status of Ordinary Member cannot include the Company's trademark/logo in its own name either in written or image form; it is only after having obtained the status of Ordinary Member and having signed the Sub-Licensing Agreement that the entity may change or extend its name on incorporation documents and letterhead, including in the tax number request.

The element that distinguishes and identifies the status of an Ordinary Member is the inclusion in the Ordinary Member's name of a reference to the region in which it is based. With reference to new Ordinary Members, the priority acquired by existing members will be protected in application of the principle of protection of the status quo. The name thus composed will not under any circumstances create any territorial exclusivity with reference to the activities of the Ordinary Member. An Ordinary Member has no right or entitlement whatsoever to grant a sub-license for the trademark/logo, nor to transfer it to any third party for any reason, even if it is part of its own name.

1.3 Obligations of the Ordinary Member. Exclusion, withdrawal or cessation of activities.

- 1.3.1 In addition to the contents of article 6 of the Articles of Association (Obligations of Ordinary Members), Ordinary Members are always subject to the following obligations:
- a) regular payment of the contributions referred to in article 12 of the Articles of Association, by 31 January each year;



- b) payment of the amount due for services as outlined in article 6 of these Regulations;
- c) compliance with the Articles of Association, the Sub-Licensing Agreement, the Regulations, and decisions passed by the Assembly, the Executive Body and the Steering and Coordination Committee;
- d) provision of all the practical and appropriate assistance and collaboration required to achieve the Company's objectives and ensure the successful outcome of its initiatives;
- e) to abstain from activities or initiatives that may cause harm or disturbance to the Company, the Founding Member including any affiliated organisations, or the other Ordinary Members;
- f) responsibly ensure that all Cardholders respect the Articles of Association and Regulations.

1.3.2 In the event of loss of Ordinary Member status or in cases of exclusion/withdrawal or where the organisation is no longer active, any entitlement of the Ordinary Member to the licensed use of the "*Scuderia Ferrari Club*" name or the Scuderia Ferrari Club Logo will terminate automatically. In such instances, as outlined above and specifically before the cessation of activities with the closing of the club and the cancellation of its tax number and VAT number – or other identifying codes of a similar type (as applicable in nations outside of Italy) – an Ordinary Member must:

- (i) transfer its quota to the Founding Member in compliance with the instructions issued by Operations Management;
- (ii) remove the words "*Scuderia Ferrari Club*" from its name, and provide the Company with appropriate documentation to confirm the change;
- (iii) cease, and ensure the cessation of any use of the Scuderia Ferrari Club name and logo, including on web/social media pages or other profiles with similar content and/or purpose, as well as on any promotional materials (e.g. banners, flags, roll-ups, etc.);
- (iv) in the event that the organisation ceases its activities, with the dissolution of the association, provide appropriate documentation, such as minutes of the Extraordinary Meeting of members that authorised the dissolution, and confirm the closure of its account with the competent tax authority. Specifically, the Club's dissolution resolution must include the identifying details (IBAN) of the Ordinary Member's bank account, which is required for the repayment of the quota value paid upon becoming a member. Documentation proving the transaction must be kept on record;
- (v) At its own expense, the Member must return to the Company the plaque featuring the official club name assigned to the Ordinary Member as well as those of any active delegations;
- (vi) At its own expense, the Member must return to the Company any "*Ferrari Memorabilia*" (this includes either bodywork components – ordinarily coloured red/white – or components of the braking system, engine, gearbox, etc.) received over the years in which it was an Ordinary Member.
- (vii) Ordinary Members who receive "*Ferrari Memorabilia*" are required to sign a contract for the free-of-charge use of the goods. Ordinary Members must comply scrupulously with the contractual obligations regarding the use of said objects.

1.4 Honorary and Supporting Members.

1.4.1 In accordance with article 4 of the Articles of Association, Honorary Members – in addition to those individuals who qualify on the basis of their position within the Founding Member's organisation, as specified in the aforementioned article – are nominated by the Administrative Body, with the binding opinion of the Founding Member and the advisory opinion of the C.I.C.O. Without prejudice to the designations listed above, the nomination as Honorary Member, which is reserved to natural persons, has a duration and expiration that coincides with that of the Company's Administrative Body (article 14 – 2nd paragraph of the Articles of Association). An Honorary Member may be re-elected for subsequent years.



- 1.4.2 Supporting Members are natural persons, usually an Ordinary Member's Cardholders, appointed by the Administrative Body on the basis of their specific qualities or experience or for having – in collaboration with Operations Management – acted to support the Company, whether in relation to the Company's operations and compliance with the Articles of Association and the Regulations or by developing and promoting the Company's image.

The status of Supporting Member cannot be awarded to the legal representatives of Ordinary Members, such as their presidents and/or delegates. The term of office will usually be the same as that of the Company's Administrative Body (article 14 – 2nd paragraph of the Articles of Association), which is usually annual. A Supporting Member may be re-elected for subsequent years, in consideration of the activities undertaken and/or the expertise provided to the Company.

The Company's Steering and Coordination Committee (article 16 of the Articles of Association), subject to the duties attributed to it under the Bylaws, may propose to the Administrative Body, again via Operations Management, the appointment of Supporting Members in relation to specific management, legal, disciplinary and operational needs. Such proposals must be supported by appropriate supporting documentation, drafted and submitted by the Committee Coordinator. As stipulated in article 16 of the Articles of Association, Supporting Members are to all intents and purposes members of the Steering and Coordination Committee and participate in the Annual General Meeting of Members with their advisory opinion.

Supporting members have no power whatsoever to represent the Company or the Founding Member, but they may be delegated for the management of specific topics and to achieve objectives.

Supporting Members may not have a role within the C.I.C.O. (for example, they may not serve as regional representatives).

- 1.4.3 As individuals, Honorary Members and Supporting Members are not liable to pay membership fees or contributions of any kind. They do not hold any quotas in the Company and do not exercise the rights held by the Ordinary Members or the Founding Member. Honorary and Supporting Members benefit from the same services offered to Cardholders, for the duration of their term of office. The nominations are without consideration, but specific membership cards may be issued by the Company (e.g. *Supporting Member*) for the appropriate period.

1.5 Ordinary Member Delegations – Activation of a “secondary delegation” by an Ordinary Member. Conditions, rules and procedures.

- 1.5.1 This option must be expressly provided for and mentioned within the Articles of Association of the Ordinary Member in question. When this is not the case, the Ordinary Member must, at the very least, modify/supplement its Articles of Association, generally by calling an Extraordinary Meeting. The Ordinary Member is entirely responsible for communications with inspection/control bodies (e.g. the Tax Office).

- 1.5.2 The Ordinary Member must give the Company prior notice of the initiative via a specific communication signed by the President, through Operations Management, the Coordinator of the Steering and Coordination Committee and the Members of the committee who represent the region in question. The Club Articles of Association must be attached to said communication and the possibility of opening secondary offices and/or delegations must be mentioned. The Members of the C.I.C.O. may formulate their own advisory opinion.

- 1.5.3 The Ordinary Member acquires the authority to found/manage a regional delegation when Cardholders from the area in question are already active in a number large enough to require a management structure, in any event the number may be no lower than twenty-five (25) Ordinary Cardholders. As an autonomous entity, the Member/Club must, wherever possible, modify its name to reflect a larger region (e.g. from SFC di Erba to SFC di Como), albeit after obtaining prior authorisation from Operations Management.

- 1.5.4 The possibility of delegating an existing Ordinary Member may only be permitted within the same province. For example: “*Scuderia Ferrari Club Firenze*” may not establish a delegation with headquarters in Montecatini Terme, given that the location is outside the province where the Ordinary Member has its main headquarters.

The Company's Administrative Body may ask the Ordinary Member to correct any existing situations that are in conflict with what has been specified above.



- 1.5.5 The delegation does not and will not have any autonomy in terms of the management of internal/external relationships relating to the contractual/affiliative relationship with the Company. To that end, the use of a Delegation-personalised brand not covered by the brand Sub-Licensing Agreement is not allowed – by way of example, for informational material (e.g. letters and communications by e-mail, fax, social network channels, etc.).
- 1.5.6 Communications must be produced with reference to the primary Ordinary Member. A plaque and/or banner, or promotional roll-up (based on the corporate model and compliant with all the Company's standing *Corporate Identity* regulations) featuring the name of the primary Member/Club and with the term *Delegation* in writing followed by a regional reference, may be permitted solely by authority of the Company and upon presentation of a specific request. The Member making the request must produce the authorised material at its own expense through the supplier named by the Company. Failure to comply with the present instructions in this regard will lead to the imposition of the disciplinary measures described in the current Articles of Association as well as those relating to failure to comply with the brand Sub-Licensing Agreement;
- 1.5.7 The "*Delegation*" acquires no powers of representation for the Ordinary Member either in Scuderia Ferrari Club S.c.ar.l., or externally. For example, the role of "*delegation president*" or "*delegation representative*" or similar roles are not recognised by the Company as these are functional positions relating to the internal activities of the Ordinary Member alone;
- 1.5.8 The Ordinary Member must undertake to allow the Company to re-examine and re-evaluate the coherency of the opening of a delegation when situations arise that may conflict with the articles of association. This evaluation is carried out on appeal by interested parties to Operations Management and with the involvement of the Coordinator of the C.I.C.O., together with the Members of the Committee representing the regional area in question and with the Supporting Members.
- 1.5.9 In any case, the presence of a "*Delegation*" in a region does not in any way constitute a regional authority. The Company's power to receive requests and decide about admitting new Ordinary Members based in the same region remains unchanged, in keeping with current procedures. The only exception to this is the pre-emption right for the conversion of the existing "*Delegation*" into an Ordinary Member, which may be exercised no later than the 30th day after a briefing note is received from Operations Management.
- 1.5.10 Ordinary Members that already have active representative "*Delegations*", as of the date when these Regulations go into effect, are hereby given a technical time limit of six (6) months to comply with the approved provisions. Failure to comply will lead to the application of disciplinary measures as described in article 12 of these Regulations.

2. CARDHOLDER STATUS

- 2.1 Cardholders are individuals who, either through the Ordinary Member they belong to, or directly (if appropriate), and after having paid a fee, may receive services and benefits provided by the Company.
- 2.2 The following types of Cardholders exist:
- Member: an individual aged 14 or over;
 - Junior: an individual aged under 14, part of the family unit of an ordinary Cardholder/Member. If no family member is an ordinary Cardholder/Member, **no Junior membership is possible**.

In compliance with the classification provided in point 2.2, natural persons are free to become members of more than one Ordinary Member.



- 2.3 Almost all the services and benefits available to ordinary Cardholders/Members can be used by the Junior membership category. However, Junior Cardholders cannot use any services or benefits which are subject to age restrictions, this includes the prohibition on access to the Founding Member's industrial premises or the Fiorano Track, subject to possible exceptions to be authorised in each case by the Founding Member and notified by the Administrative Body. If necessary, the Ordinary Member will inform the Company when a Cardholder is older than the age limit. Once he/she is old enough (14 years old), a Junior member can benefit from all the services intended for the ordinary Cardholder/Member, even if the relevant membership card has not yet been issued. The Ordinary Members' legal representatives are responsible for guaranteeing compliance with the restrictions on services, and must inform all their Cardholders at all levels.
- 2.4 All Cardholders are subject to the provisions of article 6 of the Articles of Association (Obligations of Ordinary Members), and to the provisions set out in paragraph 1.3.1 letters b), c), d), and e) of these Regulations, with particular regard to conduct and behaviour that is in conflict with the Company's founding principles and objectives. The legal representative of the Ordinary Member must therefore inform all the Cardholders of the contents of the Articles of Association and of the regulations governing the relationship with the Company.
- 2.5 In order for an Ordinary Member to benefit from the services referred to in paragraphs 3) and 4), **the minimum number of Cardholders is 50 (fifty) regular Cardholders/Members.** Exceptions to that minimum may be considered and authorised by the Company's Administrative Body, but solely in the case of new/start-up Ordinary Members and for no longer than 1 (one) year. The Administrative Body may propose a solution – which may involve grouping together with other Ordinary Members – for any Ordinary Member that does not meet the minimum limit referred to above. The Company will pay special attention to the activity of the Ordinary Member over its first year after having been named an Ordinary Member. The rules of exclusion specified in the Articles of Association apply.
- 2.6 Individuals may be granted Cardholder status, as per article 2.1, it can take place during the entire calendar year; it is, however, the faculty of the Administrative Body to allow early pre-registration for the following year, if appropriate, also in order to benefit Cardholders of some of the services listed in Appendix B. In addition it can take place in the event of large scale official and group events, such as motor shows and fairs or motorsport events at which several Ordinary Members have an organised presence. In this case, interested parties may request membership with an Ordinary Member of their choice, taking into consideration the list of Official Clubs published by the Company. The specific instructions provided by Operations Management must be adhered to in relation to the financial cost of membership services and management of the affiliation with the Ordinary Member.
- 2.7 Should an Ordinary Member fail to comply with the numerical requirement provided in point 2.5 of these Regulations for 2 consecutive years, the Company may evaluate excluding the Ordinary Member. Newly appointed Ordinary Members are required to comply with the numerical requirement provided in point 2.5 starting from the third year of activity.
- 2.8 At the end of each year, the following awards are given to Ordinary Members who stand out for the results achieved, in terms of numbers of Associates (priority goes to the number of Member/Ordinary Cardholders, who pay a registration fee of €27 per person, as opposed to Family and Junior Cardholders):
- ***Top Club in the WORLD – MEMBER Numbers***, assigned to the Ordinary Member with the highest number of MEMBERS;
 - ***Top Foreign Club - MEMBER Numbers***, to the FOREIGN Ordinary Member with the highest number of MEMBERS;
 - ***Top Rookie Club of the Season***, to the NEW Ordinary Member with the highest number of MEMBERS;
 - ***Top Club with a WOMAN President***, to the Ordinary Member with a female president - with the highest number of MEMBERS;
 - ***BEST PERFORMANCE OF THE YEAR*** assigned to Ordinary Members who, over the time period being examined – the previous 4 years – , have demonstrated a percentage growth in the number of Cardholders along with a constant capacity to contribute to club activities thanks to those Cardholders.



3. SERVICES FOR ORDINARY MEMBERS

See [Annex A](#).

4. SERVICES FOR CARDHOLDERS

See [Annex B](#).

5. ORDINARY MEMBER EVENTS

- 5.1 Subject to the provisions of the final subparagraph of article 9 of the Articles of Association, the following event categories are not considered to conflict with corporate objectives, as described in articles 2 and 3 of the Articles of Association, and may therefore be organised by Ordinary Members in compliance with the regulations in force from time to time:

a) Gatherings (Ritrovi);

b) Meetings (Incontri).

Only FERRARI and its affiliated or member organisations may organise Rallies (Raduni), in other words, high-profile motoring events on a national or international scale involving the participation of FERRARI vehicles, and generally lasting more than one (1) day. These Regulations only govern Ordinary Member Gatherings and Meetings.

"*Gatherings*" are events organised by individual Ordinary Members, or a group of Ordinary Members, possibly in collaboration with organisations affiliated or connected to Ferrari. They may be local, provincial, regional or inter-regional, and are usually linked to a specific celebration (for example, the anniversary of a Member's foundation), have purely corporate aims, and, generally speaking, last one (1) day. Gatherings have no direct or indirect commercial purpose, but they may be supported by promotional activities intended to raise their profile. In any case, Cardholders are the preferential targets of such events.

"*Meetings*" are convivial, social events and are of the same duration as "*Gatherings*". They are entirely managed by the Ordinary Member organising the event. They are not supported by external promotional or publicity campaigns, and they target the Cardholders of the Ordinary Member organising the event.

- 5.2 Enthusiasts must be able to clearly identify either type of event as being linked to the Ordinary Member. The events must not appear to have been directly organised by the Company or by Ferrari. Any campaigns to promote an event carried out using public or internal communications tools (such as posters, brochures, leaflets, flyers, radio broadcasts, Social Network campaigns, etc.) must comply with the rules on use of the trademark, as set forth in the Sub-Licensing Agreement signed by the Ordinary Member, and must also reflect any other limitations imposed by the Founding Member to protect its proprietary and/or licensed trademarks, including the images and silhouettes of GT vehicles and prototypes. To that end, the Ordinary Member must submit the materials involved to Operations Management, to verify that they comply with the rules. This must be done at least sixty (60) days prior to the event date. External firms or organisations may be used for the production, creation and distribution of promotional materials, and they must operate in accordance with the protective criteria, under the direct responsibility of the Ordinary Member's legal representative. The Ordinary Member must inform Operations Management if this option is utilised. The Ordinary Member must provide Operations Management with its complete activity calendar as specified by Management (e.g. excel file, submission via console, etc.) within the deadline provided. Furthermore, activities must not conflict with events another Ordinary Member has already added to the calendar for the given province. In such situations authorisation is granted to the Ordinary Member who reported an event first.
- 5.3 The aim of organising Gatherings and Meetings is to promote and coordinate the Ordinary Members' cultural, social and sporting events, and they must be organised with the broadest possible collaboration and exchange between Members. Article 3 (Company Objectives) of the Articles of Association applies, with specific reference to subparagraphs a) – h).



When scheduling events, Ordinary Members must be extremely careful to avoid any overlap in the promotion of the events using communications tools. Likewise, in the event of very large-scale events (for example, events that cover an entire region or an even larger area), the event must not conflict with the actions of other Ordinary Members (e.g. membership marketing campaigns). The Members of the C.I.C.O. have a coordinating function and will carry out rigorous controls, liaising with the Company's Operations Management and their colleagues, by means of specific memos sent through the IT platform.

- 5.4 For events covered in point 5.1, "*Gatherings*" and "*Meetings*", a duration of more than one (1) day is permissible but is subject to prior verification and authorisation by the Company via Operations Management. The Member must therefore inform the Company of any contact with and authorisation from Ferrari Dealers present in its territory. The documentation required for the verification must also be sent to the regional representative of the relevant *Ferrari Owners Club*, with Operations Management in copy, at least sixty (60) days before the planned event begins.
- 5.5 Even before reporting to Operations Management, Ordinary Members who are planning an event in a province that includes other active Ordinary Members are responsible for informing the other Ordinary Members within said province of the initiative in a timely manner (Operations Management is to be informed at the same time, by sending a copy of the communication); Ordinary Members within said province will evaluate whether the event described conflicts with their own club activities and will promptly share their opinion with the Ordinary Member who submitted the request and with Operations Management. Collaboration between Ordinary Members is encouraged.
- 5.6 Contests and races involving Ferrari vehicles may not be arranged during Gatherings and/or Meetings. The stipulation of agreements for the procurement of services from third parties outside those provided by the Company – either directly or through specific agreements stipulated by the Company – , which conflict with the activities of the Company or of the Founding Member, is also prohibited. This includes, for example, the hiring of cars for test drives. Ordinary Members who intend to make use of a service must examine the service beforehand in collaboration with the Company's Operations Management, and with input from the Coordinator of the Steering and Coordination Committee. The outcome of the evaluation will be shared with all Ordinary Members, thereby constituting a valid point of reference.
- 5.7 Any form of external communication (e.g. interviews with information sharing entities and/or participation in TV shows, radio broadcasts, social media communications, etc.) regarding activities and initiatives by Ordinary Members or the Company must first be submitted to Operations Management. This is meant to ensure consistency for all communications from the Company and Founding Member.
- 5.8 Collaboration with associations that are not recognised by Ferrari is forbidden without prior and express authorisation from the Founding Member, Ferrari.
- 5.9 The following rules will be applied to Social Networks:
 - (i) the page name on the social network platform must be: "*Scuderia Ferrari Club + "club name"*". On *Instagram*, the username must be *sfc_clubname*. The names of foreign Clubs must be followed by a " – " and the English name for the country of origin (example: *sfc_curitiba-brazil*).
 - (ii) As far as the names of foreign Ordinary Members are concerned, the Ordinary Member's name must be followed by a " – " and by the English name for the country of origin (for example "Scuderia Ferrari Club Curitiba – Brazil").
 - (iii) The profile for the Ordinary Member must include the e-mail address for external communications provided by the Company, which has the same domain name as the Company's official e-mail addresses ("*clubname*"@scuderiaferrari.club).
 - (iv) The social network page description will be "*Official Ferrari Club Member of Scuderia Ferrari Club, a Ferrari Company that supports our Fans' Passion*" to deliver the message that the content is consistent and reliable.
 - (v) The profile image will be specified on a yearly basis by Operations Management and may not be personalised differently.



(vi) The use of Social Network channels must always be marked by appropriate and respectful communication, avoiding any content that may contrast with the law; demonstrate poor taste; be obscene, offensive, discriminatory or harmful to the feelings of others; violate the rights of third parties – including in terms of copyright, intellectual and/or industrial property rights; or serve as a direct or indirect form of publicity for any activity, product or service.

5.10 Any failure, duly documented and verified, to observe the rules set forth in paragraphs from 5.2 to 5.9 will result in the Founding Member taking disciplinary measures in accordance with the Articles of Association, and with the disciplinary procedures referred to in these Regulations. Other legal, civil and/or criminal proceedings may also be undertaken.

6. CONTRIBUTIONS AND PAYMENTS

6.1 Contributions/payments will usually be determined on an annual basis by the Company's General Assembly. If the General Assembly does not set the contributions, the amount fixed for the previous year will apply to the period that follows.

6.2 The annual membership fee to be paid by Ordinary Members, referred to in article 12 – first and second sentence of the current version of the Articles of Association – is €200. Ordinary Members must pay the full fee to the Company no later than 27 January each year, in a single payment. Payment of the fee entitles the Ordinary Member to attend the Assembly of Members, which is normally held in the month of March.

6.3 New Ordinary Members must pay the annual fee in full. The year of reference is the same as the year in which the agreement for the acquisition of the quota was signed. Payment must be made no later than 30 days after the signing of the quota subscription agreement referred to in article 11 of the current version of the Articles of Association, except for the year of reference mentioned above. The payment must be made in strict compliance with the accounting and computerised procedures stipulated by the Company.

6.4 Payments due from each Cardholder for services rendered, on an annual basis, according to the categories described in paragraph 2.2 of these Regulations, are as follows:

- Member: €27.00 (including VAT).
- Junior: €1.00 (including VAT).

Payment is to be made on a flat-rate basis, and is therefore payable in full, in a single amount, regardless of the date of subscription. The Scuderia Ferrari Club membership card will have a yearly duration starting on 1 January until 31 December. However, for reasons of proven need and/or necessity, the Administrative Body has the right to extend the deadline for payment of the fee, exceptionally extending the validity of the card for SFC services up to the extended term.

Each Ordinary Member is responsible for standardising its own membership process with this model. Possible reductions to payments referred to in point 6.4 can be offered by the Company, following consultation with the Steering and Coordination Committee, in specific periods of the year and considering the types of services available to the Cardholders. The Company must, in any event, only promote these options through the Ordinary Members and not directly.

7. MERCHANDISING

7.1 Use of the *Scuderia Ferrari Club* Logo is governed by the Sub-Licensing Agreement Annex C, under which the licensee is prohibited from carrying out any merchandising, franchising or licensing activities for commercial or other purposes. Therefore, by way of example, no Ordinary Member may produce or authorise the production of any gadget, object or electronic device that uses the Scuderia Ferrari Club Logo and/or the name of the Company or of the Ordinary Member.

7.2 Distribution to Cardholders of solely the promotional materials supplied by the Company and bearing the aforementioned trademark may take place at the Ordinary Member's premises or during events it has organised.



8. ORDINARY MEMBER SPONSORSHIPS AND COLLABORATION AGREEMENTS

- 8.1 The provisions found in article 9 of the Articles of Association – “*Sponsorship by Members*” apply. Sponsorship authorisation can only be granted following application made to the Administrative Body, passed on via Operations Management.
- 8.2 In the event of sponsorship of the event categories described in 5.1) a) and b), the application, supported by appropriate documentation (printed material, digital material, logos and images etc.) must be addressed and sent to the Administrative Body at least sixty (60) days ahead of the date on which any promotional materials will be produced and, in all instances, at least sixty (60) days ahead of the event.
- 8.3 Subject to the contents of the foregoing paragraph, in the event of sponsorships linked to the Ordinary Member's institutional activities (e.g. letterhead, membership marketing posters and memberships), the application must be addressed and sent to the Administrative Body at least thirty (30) days ahead of the date on which the promotional material is to be produced.
- 8.4 The Administrative Body will reply to the applicant, either directly or through its Delegate, who may also be a member of the Steering and Coordination Committee for the region in question.
- 8.5 The Administrative Body may, through its Delegate, stipulate specific requirements for the design and production of the material, in accordance with the Corporate Identity Rules set by the Founding Member, which owns the Trademark. If the Ordinary Member receives no reply from the Administrative Body, the authorisation must be considered denied.
- 8.6 The stipulation of sponsorship, collaboration or similar agreements with entities, structures or companies, or legal persons at any level, who operate in contrast to the Founding Member, his Sponsors or Official Partners, is a violation of the Members' Agreement and will lead to the disciplinary measures listed in point 12 of these Regulations.

9. THE STEERING AND COORDINATION COMMITTEE (C.I.C.O.)

- 9.1 The duties of the C.I.C.O. and its members are set forth in article 16 – first and sixth sentence – of the current version of the Articles of Association. Specifically:
- Regional coordination: the standing/substitute member of the C.I.C.O. must provide technical and operational support for Ordinary Members from the relevant region in Italy, or the relevant foreign country, in order to improve relations and coordination between Ordinary Members and the Company and guarantee compliance with regulations and statutory obligations (e.g. payment of membership fees, payment of: Cardholders' service fees, meeting the minimum number of Cardholders as specified in point 2.5 of the Regulations, overseeing compliance with the Sub-Licensing Agreement) and to facilitate the implementing of IT procedures;
 - Strategic planning: the standing/substitute member of the C.I.C.O. is responsible for supervising the activities of the Ordinary Members in its region, for planning, carrying out and, where necessary, assisting with the planning/scheduling of events, and for resolving disputes relating to the application of the rules of the Articles of Association and these Regulations in accordance with article 3 of the Articles of Association: “Company Object” – paragraphs a) – h). It is also responsible for collecting information about problems, complaints, expectations or proposals related to activities and services, and for enabling ongoing dialogue with the Ordinary Members in the above regions, in accordance with the sixth sentence of article 16 of the Articles of Association. In order to improve the distribution of information, the C.I.C.O. Coordinator will be responsible for maintaining ongoing relations with the Company's Operations Management. For this purpose, each standing and substitute member of the C.I.C.O. is responsible for providing periodic progress reports to the C.I.C.O. Coordinator and the Company's Operations Management.
- 9.2 The Members of the C.I.C.O. mentioned in the second sentence of article 16 of the Articles of Association in force are responsible for carrying out the duties referred to in paragraph 9.1, in order to guarantee regional coordination and planning, to benefit the Ordinary Members in their area.



9.3 Calling a meeting of the C.I.C.O. and establishing the Agenda for the meeting are the responsibility of the Coordinator in consultation with the Company's Operations Management. Notice of the meeting must be sent out at least 30 days before the meeting itself by Operations Management. The date of the meeting should be set and announced as far in advance as possible.

9.4 Committee meetings will usually be attended by Standing Members. The Alternate Member takes part in the work in case of absence of the standing member. If the Alternate Member is also absent, the Standing Member may designate, for the single meeting, another Standing Member delegated to participate.

In any case, the Members of the Committee absent from the meetings and Ordinary Members may refer to the Committee Coordinator regarding the issues discussed and decisions taken in the meetings. Operations Management, having consulted the Coordinator, may invite non-members of the Committee to attend meetings of the C.I.C.O., given their field of expertise, to ensure the best possible discussion of the items on the agenda. Supporting Members also attend Committee meetings.

9.5 At least three (3) C.I.C.O. meetings are held over the course of its Members' term of office:

- an induction meeting to be called in good time after the term expires, outlined in article 16, subsection 3, of the Articles of Association;
- a verification meeting, normally mid-term;
- a pre-General Assembly meeting at the end of the term.

These all preferably take place in remote by videocall.

9.6 Ordinary Members belonging to an Italian region or foreign country must nominate one Standing Member and one Substitute, by the deadlines stipulated in the third paragraph of article 16 of the Articles of Association in force.

9.7 Regional meetings (regions in Italy, the foreign country for Ordinary Members based abroad) called by the outgoing Members for the specific purpose of electing C.I.C.O. Standing Members and Substitutes will usually be attended by Ordinary Members who are compliant with the stipulations of the Articles of Association and Regulations in force. Operations Management, or the Committee Coordinator if requested, will provide the outgoing Committee members, in good time, in accordance with the statutory obligations, with a list of the Ordinary Members, divided by region, who are up to date with their contribution payments so that the regional assemblies can be called, as required by the Articles of Association. The Ordinary Members will usually be represented at the Regional Assemblies by their President or a Delegate belonging to said Ordinary Member (by formal written proxy). At the first convening, the Regional Assembly will be deemed valid if attended by at least 50% plus one of the Ordinary Members with a right to vote, and on the second convening by attendance of any number of Ordinary Members with the right to vote.

9.8 Each Ordinary Member has one vote. The vote may be delegated to another Ordinary Member entitled to attend the regional assembly, up to a maximum of one (1) proxy vote per participant. The Member who receives the most votes will be the standing member, the second in the ranking will be the substitute.

9.9 As per the fourth subparagraph of article 16 of the Articles of Association, a copy of the convening of the Regional Assemblies and the relative minutes of the appointment of the standing member and the substitute for each region or each foreign country must be sent, including by digital means, to the Company which will then call the C.I.C.O. induction meeting and officially communicate its composition to all Members. The same applies for all delegation meetings, and the announcement and minutes for these meetings must always be sent to Operations Management in copy.

9.10 Candidates for the role of Member of the C.I.C.O. **must be Presidents/Legal Representatives and Cardholders of an Ordinary Member** with at least two (2) years' membership of the Company, and in good standing with respect to the statutory and regulatory obligations in force.

The legal representative of an Ordinary Member that has failed over the previous year to comply with the requirements set forth in point 2.5 of these Regulations may not be elected as a delegate.



Given what has been stated above, it is clear that Presidents of Ordinary Members that have failed to comply with the requirements found in point 2.5 of these Regulations may not run for the role of Standing Member nor may they vote for the Standing Member. In regions or foreign countries with only one Ordinary Member in compliance with statutory and regulatory obligations, the President of the same will automatically take the role of Standing Member. The vice president of the Ordinary Member will automatically take the role of Substitute. Should the only Ordinary Member present in a given geographic location (region or foreign nation) fail to comply with the numerical requirement found in point 2.5 that geographic area will not be represented in the Committee.

- 9.11 In the event that regions or foreign countries do not appoint their representatives to the Steering and Coordination Committee within the limits set by the Articles of Association, the Company will automatically proceed and assign the role to the Presidents of the two longest-standing Ordinary Members. The Standing Member will also be selected using the same criteria.
- 9.12 Aside from the indications found in article 16, third to last subsection of the Articles of Association, the C.I.C.O. Coordinator mainly plays a supporting role to the Members of the Committee in the execution of the responsibilities and tasks outlined in point 9.1 and coordinates informational activities for Committee Members who were absent from the meetings.
- 9.13 The locally-appointed Members of the C.I.C.O. **do not have any powers to represent the Company or the Founding Member.**
- 9.13.1 The position of Member of the C.I.C.O. is unpaid (final subparagraph of article 16 of the Articles of Association); however, Ordinary Members may authorise a contribution for expenses incurred by the regional C.I.C.O. Member, in order to exercise the rights of each Member. Such contributions will in any case be completely separate from the financial management of the Company and the Ordinary Members' statutory obligations.
- 9.13.2 Over the course of the induction meeting, the C.I.C.O. Coordinator and elected Members must sign a declaration in which they undertake to carry out their roles in compliance with the rules, with commitment, impartially and without any – direct or indirect – conflict of interest relating to the execution of the role and the management of activities for the Company and the Ordinary Members, on pain of losing the post. Said operation is managed by the Committee Coordinator.
- 9.14 Minutes must be drafted of all C.I.C.O. meetings, by a Secretary appointed during each meeting, or by the Coordinator, within 15 days after the date of the meeting. A copy of the minutes will be sent to the Members of the Committee within 15 days after the meeting, so that clarifications and/or amendments can be made if necessary. The updated and amended minutes will then be e-mailed to all Ordinary Members. A copy of the minutes will be kept by the Company's Operations Management. The same procedures also apply to the meetings of Regional Delegations.
- 9.15 The Company's Operations Management, in collaboration with the Committee Coordinator, may organise training and guidance seminars for Committee Members, on issues relating to the management, planning, coordination and the promotion of activities relating to the brand and image, and in relation to legal aspects, with a view to improving the management of relations with Ordinary Members. If necessary, participation in these seminars will be extended to include representatives for Ordinary Members.

10. CORPORATE IDENTITY

- 10.1 In order to create a coordinated image for the various Clubs affiliated with the S.c.ar.l., the Founding Member has created a Corporate Identity manual.
This document will be the reference for the production of any communications material; printed matter different from what has been indicated will not be accepted.
The Manual will also list official suppliers for the published materials.

11. CODE OF ETHICS

- 11.1 The Company has adopted the Ferrari NV Code of Ethics ([www.http://corporate.ferrari.com/it/governance/codice-di-condotta](http://corporate.ferrari.com/it/governance/codice-di-condotta)), which all Members are required to comply with.



12. DISCIPLINARY SYSTEM

12.1 Ordinary Members whose conduct is found to contravene the stipulations of the Articles of Association and these Regulations, as well as actions that harm the image of the Company or otherwise conflict with its objectives, including those provided for in the brand Sub-Licensing Agreement, are subject to disciplinary measures by the Company.

The following penalties may be applied, with a written warning to be issued by the Administrative Body or its Delegate:

- Written warning;
- Written notice;
- Temporary suspension of services to the Ordinary Member for a minimum period of three (3) months and, in all instances, until the Ordinary Member is once again in compliance with statutory and regulatory requirements;
- Suspension of the sub-license authorising use of the Trademark;
- Expulsion of the Ordinary Member or individual Cardholders.

12.2 The Company will also evaluate the application of the disciplinary system to cases where the facts or events were not directly organised by the Ordinary Member, but where the external participation or collaboration of said Ordinary Member or of its Cardholders is established. The same applies to the improper use by Cardholders, of the sublicensed name and/or brand, posing as a representative of the Company, fostering behaviour disrespectful to the atmosphere and work of the Company.

12.3 The measures will mainly be communicated in writing via e-mail to the official e-mail address the Ordinary Member was assigned by the Company. The measures themselves will be implemented after an evaluation has been made of the seriousness of the behaviour in question, taking into account the circumstances and the possibility of such conduct being repeated in violation of the aforementioned rules.

12.4 In particularly serious cases the Company may, without applying any other measures,

- exclude the Ordinary Member directly, under the terms of article 7 of the Articles of Association, "Grounds for exclusion from the Company".

12.5 At the regional level, the members of the Steering and Coordination Committee play a key part in assessing situations and conditions that may require disciplinary action. Ordinary Members who require intervention should contact the Committee members at the first instance, to report and document any actions or situations considered non-compliant or damaging. If Committee members are unable to address the situation, they should provide information and documentation to the Company, through Operations Management.

12.6 The Administrative Body or its Delegate may request the intervention of the Steering and Coordination Committee, through its Coordinator, to evaluate the issues more fully, and to determine the measures to be taken.

12.7 In all instances express reference must be made to the provisions of article 7 – "Grounds for exclusion from the Company" and 25 – "Arbitration", of the current version of the Articles of Association.



Annex A.

Services for Ordinary Members

The Services provided by the Company to its Members are exclusive and may not be transferred to third parties.

FACTORY VISIT – FACTORY TOUR SERVICE

Through Ferrari S.p.A., the Company will allocate Members days each year for factory visits (*Factory Tour*), subject to and compatibly with the access policies adopted by the Company.

Booking the service

Members can request the *Factory Tour* service by using the procedure stipulated by the Company's Operations Management via a specific internal memo.

Access to the service will be possible only for Members compliant with all statutory and regulatory obligations. Booking priority will be given to clubs who have NOT used the service in the previous year and to foreign Clubs. Booking must be made within the time limits and using the methods communicated in the specific circular. Once accepted, the reservation will be confirmed in an e-mail sent to the official address issued to the Member by the Company.

Procedure

When accepting the Service, the Member agrees to pay Scuderia Ferrari Club S.c.ar.l. a contribution, per visit, of €100 (ex. article 12 of the Articles of Association), within the deadline provided.

Clubs who book the service and then do not attend without giving a reason will lose the right to book the service for a period of two (2) years and will not be given a refund.

Provision of the service

The Service will be provided by the Maranello Experience and Industrial Safety divisions of Ferrari S.p.A. Children under the age of 14 are not allowed inside the factory. Animals are also not allowed inside. The route of the Factory Visit, which will be communicated via internal memo if necessary, can change to accommodate the in-house requirements of Ferrari S.p.A. In that sense, details of the service may, from time to time, be specified and communicated by Operations Management to the booked Members.

SCUDERIA FERRARI CLUB LOCATOR

Through Ferrari S.p.A., the Company makes the SFC Locator virtual console available to its members at the following address: <https://www.scuderiaferrari.club/iscriviti/>. The SFC Locator helps visitors to the Ferrari Site automatically locate the Clubs nearest to the area the request is made from.

This service is updated on a six-monthly basis.

The information visible to the users of the Ferrari website is the information provided by the Club through the SFC platform, Club Profile Area.

THE CHRISTMAS PACK

Whenever the Founding Member makes Ferrari gifts available to the Company over the course of the Christmas season, SFC S.c.ar.l. will send the Members in compliance with statutory and regulatory obligations, a so-called "Christmas Pack".

The Christmas Pack may contain a Ferrari Posters, Magazines or alternative Ferrari publications.

The gifts made available by the Company may NOT under any circumstances be sold by Members or Cardholders. They may, however, be used as incentives for individual Cardholders who have acted outstandingly to benefit the Club, e.g.: participating in the most events, introducing the highest number of new members to the Club, raffles, etc.



HELP DESK

The Company has a commercial agreement with the supplier **AICOD**, for the provision of a Help Desk service that mainly covers the following services:

- Membership cards (checking that data has been loaded correctly, issuing cards);
- Management of official Members' mailboxes: "clubname"@sfcscarl.com;
- Use of the SFC platform **admin.scuderiaferrari.club**
- PayPal payments (credit cards not accepted, sign-up problems, problems with systems to fight fraud and money laundering, instructions on basic credit card payment criteria).
- New login activation
- Changing passwords or forgotten passwords for logging in to the platform;
- Regular maintenance.
- Updating the website www.scuderiaferrari.club
- Updating the locator

The service is available weekdays from 9.00-13.00/14.00-18.00.
The Help Desk may also be contacted as below:

Aicod srl – Via Emilia Ovest, 45 – 43126 Parma – Italy
Opening Hours: 9.00-13.00 / 14.00-18.00
Tel.: (+39) 0521-221280, select 5
Email: assistenza@scuderiaferrari.club



Annex B.

Services for Cardholders

The Services made available by the Company to the Cardholders of individual Clubs are:

- Issuance of a personal membership card valid for one (1) year. The card is personalised, specifies which Club the Cardholder belongs to. The membership card comes with the Welcome Kit. The contents of the Welcome Kit may vary from year to year according to the Company's creative decisions and include both products and services.
Membership cards are distributed/delivered solely through the Clubs themselves. The membership card is valid for one year from the month of January to the end of December of the same year.
- Discount at Ferrari Stores directly managed by the Company (e.g. Maranello) – (1)
- Special entry price for the Ferrari Museums in Modena and Maranello (1)
- Discount on purchases from www.ferraristore.com (2)
- Free entry to the Ferrari Challenge (1)
- Discounted subscription to The Official Ferrari Magazine (3)
- Access to discounts for the purchase of digital subscriptions to newspapers selected by the Company;
- Free access to the *premium* contents on the digital platforms made available by Ferrari (3).

Notes

- (1) The membership card must be shown for valid services (the discounted fees above are established through agreements stipulated by the Company and communicated to the Clubs);
 - (2) Cardholder details must first be registered with the www.ferraristore.it site – registration is generally completed through the Club management;
 - (3) Subject to indication and check of valid membership card number when applying for subscription;
- Access to discounts on ticket purchase price for:
 - Formula 1 Grand Prix, Moto GP, Italian GP and any further F1 events that will be, from time to time, organised in Italy;
 - Official Ferrari events (e.g. Ferrari Finali Mondiali, Ferrari Challenge rounds, etc.)
 - Ferrari World theme park in Abu Dhabi and PortAventura (Tarragona – Spain)

The discounted fees listed above are subject to agreements stipulated by the Company and communicated to the Clubs.



SUB-LICENCE AGREEMENT FOR USE OF THE SCUDERIA FERRARI CLUB TRADEMARK **(the "Agreement")**

BETWEEN

SCUDERIA FERRARI CLUB S.c.ar.l., with registered office in Via Abetone Inferiore no. 4, 41053 Maranello (MO)
(the "Company"), on the one hand

AND

The club, _____ ,
with registered office in _____ , Town _____ ,
located at _____ ,
Postcode _____ , Country _____ , founded on ____ / ____ / _____
and which joined the Scuderia Ferrari Club S.c.ar.l Association on ____ / ____ / 20____
Scuderia Ferrari Club _____ ,
here represented by its legal representative Mr./Ms. , _____ ,
_____ born _____ , County _____
on, ____ / ____ / _____ (the "Member"), on the other hand
(also referred to jointly as the "Parties")

WHEREAS

- a) FERRARI S.p.A., with registered office in Via Abetone Inferiore no. 4, 41,053 Maranello (MO) ("Ferrari") has filed the trademark SCUDERIA FERRARI CLUB in various countries and classes;
- b) the Company has requested Ferrari for permission to use the trademark SCUDERIA FERRARI CLUB and the phrase "Scuderia Ferrari Club" contained therein, in relation to the activities of planning, organising and managing all aspects of the life of the spontaneous associations of Ferrari fans and the coordination of relationships between these entities and Ferrari, as required by art. 2 of the Company's Articles of Association (hereinafter the "Articles of Association") and as further described in article 3 of this Agreement;
- c) the Company is a non-profit association, as required by art. 3 of the Articles of Association;
- d) since the incorporation of the Company up to today, many spontaneous institutions of Ferrari fans have been established (the "Clubs"), for which logos have been created with the trademark SFC, the phrase "Scuderia Ferrari Club" and the addition of the name of the place where the Member's headquarters are located ("Old Logo");
- e) as of today different types of SFC Trademarks with the phrase "Scuderia Ferrari Club" exist which are different from each other;
- f) the Company and Ferrari now hope to standardise the trademark SCUDERIA FERRARI CLUB and the phrase "Scuderia Ferrari Club" for all the Clubs and that to such purpose Ferrari has filed a new SCUDERIA FERRARI CLUB trademark ("SFC Trademark") as per Appendix 1 which, together with the phrase "Scuderia Ferrari Club" and the name of the place where the Member's headquarters are located, will form the new logo of the respective Clubs ("New Logo");
- g) the Company and the Member agree to enter into this new Agreement.



**NOW, THEREFORE, THE PARTIES AGREE AND STIPULATE
AS FOLLOWS**

1. DEFINITIONS

1.1 In this Agreement the words starting with capital letters have the following meaning:

"Clubs" means the different spontaneous entities of Ferrari fans as per point d) of the recitals;

"Members" means the members of the Club as specified in art. 4.2 ii) of this Agreement;

"License" means the license agreement relative to the use of the SFC Trademark entered into between Ferrari and the Company as per art. 3.1 of this Agreement;

"SFC Trademark" means the logo, inclusive of all the characteristic Ferrari marks, drawings and colours in conjunction with the phrase "Scuderia Ferrari Club" as set out in Appendix 1 to this Agreement and as defined in point f) of the recitals;

"New Logo" means the logo created by Ferrari for the Member, composed of the SFC Trademark, the phrase "Scuderia Ferrari Club" and the name of the place where the Club headquarters are located as provided for in section f) of the recitals;

"Regulations" refers to the Regulations of the Scuderia Ferrari Club S.c.ar.l., dated 18 March 2021, and any subsequent amendments decided by the general meeting of members.

"Articles of Association" refers to the Articles of Association of Scuderia Ferrari Club s.c.ar.l. referred to in point b) of the recitals;

"Old Logo" means the logo attributed by Ferrari and the Company to the Club as better defined in paragraph d) of the recitals;

2. OWNERSHIP OF THE SFC TRADEMARK, THE PHRASE "SCUDERIA FERRARI CLUB" AND THE NEW LOGO

2.1 The Member acknowledges that Ferrari is and remains the sole owner of the SFC Trademark and distinctive marks making up the SFC Trademark and the New Logo, and how as such, it has reserved the right to exercise full control over the use of the SFC Trademark and the phrase "Scuderia Ferrari Club," of the New Logo as well as over the quality and compliance of the activities performed by the Company and the Member with respect to Ferrari's quality standards and image, including when the phrase "Scuderia Ferrari Club" is to be part of the name of the Club.

2.2 The provision of the SFC Trademark and the phrase "Scuderia Ferrari Club" in graphic form and/or of the New Logo and/or the supply of Ferrari materials and/or the signing of this Agreement should not therefore be construed as a waiver by Ferrari, even if only implied and/or partial, of its rights in relation to the SFC Trademark and/or the New Logo and/or its action in the event of unlawful use of the same by the Club, its Members and/or third parties.

2.3 It is also understood that the following are expressly excluded from the object of this Agreement, and may not be used without the prior written consent of Ferrari and/or the Company:

- other distinctive Ferrari marks (including those other than the phrase "Scuderia Ferrari Club" making up the SFC Trademark) and/or of the Company; and
- images, sounds, models, photographs, drawings and/or other intellectual property of Ferrari and/or of the Company.



3. OBJECT OF THE LICENSE GRANTED BY FERRARI TO THE COMPANY

- 3.1 Ferrari has entered into a license agreement with the Company for use of the SFC Trademark and the phrase "Scuderia Ferrari Club" (hereinafter: the "License").
- 3.2 Under the License, the Company is authorised to make use of the SFC Trademark and the phrase "Scuderia Ferrari Club" contained therein:
- i) to form its business name, without the possibility of further additions or customisations;
 - ii) in its institutional letterhead or in other informative material relating to the Company activities;
 - iii) solely for the purpose of attaining the Company's association objective;
 - iv) to form the business name of clubs belonging to the Company, in which case Ferrari grants the Company permission to add the name of the place where the Member headquarters are located to the SFC Trademark and to the phrase "Scuderia Ferrari Club".

4. SUBJECT OF THIS SUB-LICENSE AGREEMENT BETWEEN THE COMPANY AND THE MEMBER

- 4.1 Ferrari has also granted the Company the right to sub-license use of the SFC Trademark and of the phrase "Scuderia Ferrari Club" to the clubs belonging to the Company only, subject to acceptance by the latter of the terms and conditions set forth by Ferrari by entering into this Sub-License Agreement.
- 4.2 Under this Agreement, the Member may use the New Logo solely:
- i) within its own business name, without the possibility of further additions or customisations without the prior written consent of the Company;
 - ii) in its institutional letterhead or other informative material addressed only to natural persons who are members of the Club (hereinafter the "Members");
 - iii) solely for the purpose of attaining the Company's association objective.
- 4.3 The granting of such sub-license will entail the obligation of the Member to comply with the size and/or colour and/or position and/or wording specified by Ferrari.
- 4.4 The use of the SFC Trademark and of the phrase "Scuderia Ferrari Club" and of the New Logo must be made in the manner and subject to the conditions set forth (i) in the Company's Articles of Association and Regulations, and (ii) in these provisions (to be considered supplementary to the Company's Articles of Association and Regulations) and in those subsequently communicated by Ferrari, which reserves the right to make changes at its sole discretion.
- 4.5 The Club also undertakes to make its Members and third parties collaborating with members comply with this Agreement and in the case of non-compliance, will be forced to take appropriate action against its Members and/or third parties, and to report to Ferrari and to the Company any presumed non-compliance of which it becomes aware and to provide the necessary cooperation to enable Ferrari to take the measures it considers necessary and appropriate to eliminate such infringement of the provisions of the Agreement.



5. USE OF THE REGIONAL LOGO

- 5.1 Ferrari and the Company have also created a Regional Logo as per Appendix 2.
- 5.2 The Member which, in conjunction with other Clubs in the same geographic region, should wish to organise an event for its fans, may request the Company for permission to use the Regional Logo.
- 5.3 The Member shall submit to the Company a written request containing a description of the event it intends to organise, in particular by providing the following information:
- a) List of Clubs involved in organising the event;
 - b) Detailed description of the event organised;
 - c) Duration of the event;
 - d) Location of the event.
- 5.4 The Company will analyse the Member's request and in case of a positive evaluation of the request, will notify in writing its authorisation to use the Regional Logo within 30 days of receiving the application from the Member. Authorisation to use the Regional Logo will be given by the Company solely for a specific event and does not automatically entitle the Member to use the logo for other regional activities and/or events without a new specific authorisation of use of the Regional Logo by the Company.

6. ADDITIONAL PROVISIONS REGARDING USE OF THE SFC TRADEMARKS, THE PHRASE "SCUDERIA FERRARI CLUB", THE CLUB NAME AND THE NEW LOGO

- 6.1 The Member is expressly forbidden:
- a) from using the Ferrari name and/or SFC Trademark and/or phrase "Scuderia Ferrari Club" and/or its club name and/or its New Logo (in whole or in part) for merchandising, franchising or licensing activities, whether for commercial purposes or not;
 - b) from manufacturing, having manufactured or permitting third parties to produce gadgets and objects of any kind, including electronic, using the name of Ferrari and/or the SFC Trademark and/or the phrase "Scuderia Ferrari Club" and/or its club name and/or its New Logo (in whole or in part);
 - c) from granting sub-licenses of the SFC Trademark and/or the phrase "Scuderia Ferrari Club" and/or its club name and/or its New Logo (in whole or in part), or give use thereof in any form to third parties, whether for commercial purposes or not;
 - d) from using and/or granting use of the SFC Trademark and/or the phrase "Scuderia Ferrari Club" and/or its club name and/or its New Logo (in whole or in part) for promotional and advertising activities in favour of third parties;
 - e) from granting use of the SFC Trademark and/or the phrase "Scuderia Ferrari Club" and/or its club name and/or its New Logo (in whole or in part) to its sponsors;
 - f) to transfer for any reason, with or without consideration, including in trademark leaseback operations with repurchase of use by the Member of its name and/or new logo (in whole or in part) to third parties;
 - g) to continue to use the SFC Trademark and/or the phrase "Scuderia Ferrari Club" and/or its name and/or New Logo (in whole or in part) after the loss of Member status for any reason.



7. FERRARI DOMAIN NAME

- 7.1 Without the prior written consent of the Company, which shall also establish the terms and conditions, the Member may not create websites and/or register domain names containing the name of Ferrari and/or the phrase "Scuderia Ferrari Club" and/or (in whole or in part) its name and/or its New Logo.
- 7.2 In any case, the Club acknowledges and confirms hereto that any registered domain name containing the name of Ferrari and/or the phrase "Scuderia Ferrari Club" and/or its name and/or its New Logo, registered in breach of the provisions of this Agreement or of any additional agreement between the Parties, will be the exclusive property of Ferrari and that any unlawful registration by the Member of identical or confusingly similar distinctive marks to the distinctive marks of Ferrari will entitle Ferrari and/or the Company to (i) request the transfer of ownership to Ferrari, the costs of which will be borne exclusively by the Club; (ii) terminate this Agreement with immediate effect pursuant to article.11.3 (a), and (iii) to seek compensation from the Member for all and any damages.

8. INTELLECTUAL PROPERTY OF FERRARI

- 8.1 The Member acknowledges without reservation or restriction of any kind, Ferrari's property rights relative to the SFC Trademark and/or the phrase "Scuderia Ferrari Club" and/or its business name and/or its New Logo. The Member confirms and promises that it has not registered or used in the past and respectively, agrees not to register or use, directly or indirectly, either through associate and/or subsidiary, domestic or foreign entities, during the term of this Agreement and also after its cessation, other distinctive marks, images, sounds, models, and/or photographs identical to or confusingly similar to the distinctive marks of Ferrari and/or the Company.
- 8.2 The obligations of the Member shall not be subject to any limitation, either geographical or temporal, and are binding for the entire duration of this Agreement and thereafter, regardless of the reason for termination of this Agreement.

9. OFFICIAL COMMUNICATIONS OF THE MEMBER AND SOCIAL NETWORKS

- 9.1 For all official communications, whether in hard copy and/or using electronic means, the Member undertakes to respect the form and style of the official language of the Club in order to safeguard Ferrari's prestige and image and observe its philosophy of excellence.
- 9.2 The Member has been assigned an e-mail address consisting of the following parts "nameofclub@scuderiaferrari.club, Example "maranello@scuderiaferrari.club". The Member is required to use this e-mail address for all official communications of the club, including communications on social networks, and to provide this e-mail address as the contact e-mail address with the club.
- 9.3 Should the Member wish to register on a social network such as Facebook, Google+, YouTube, MySpace, LinkedIn, Twitter, Instagram, Pinterest, Weibo, Tumblr, Wechat, Niconico, Foursquare, Qzone, etc. it must register its full business name, i.e. "Scuderia Ferrari Club" with the addition of the name of the place where the club headquarters are located.
- 9.4 All publications of images, texts, videos, and/or other posts inserted in a social network must respect and safeguard Ferrari's image and philosophy. In the case of infringement violation, Ferrari may request the immediate removal of the injurious publication by the Member which will also be required to indemnify Ferrari and/or the Company for the damage caused by the injurious publication on the social network.
- 9.5 Should the Company send the Member an image, text, video and/or any other post of Ferrari with the request for publication on the social network used by the Member (see Appendix 3), the latter is required to upload the new image, text, video and/or other post within 30 days of notification and/or request by the Company.



- 9.6 The Member also agrees to communicate the address of its web page to the Company and to indicate all and any social networks which it has registered on and, more specifically, within 30 days of registration on the new social network.

10. REVOCATION OF PRIOR AGREEMENT AND USE OF THE OLD LOGO

- 10.1 By signing this agreement, any previous agreement between the Parties is revoked and, consequently, all the rights therein and the use of the Old Logo, which is replaced with the right to use the New Logo object of this Agreement, are also revoked with immediate effect.

11. DURATION AND REASON FOR TERMINATION

- 11.1 This Agreement is stipulated for an indefinite period and may be terminated by either Party in writing with advance notice of 3 months.
- 11.2 In the event of non-fulfilment of the provisions of this Agreement other than serious violations as per art. 11.3, the Company shall notify the Member in writing of the non-fulfilment and assign the latter a period of 30 days to remedy the situation. In the event that within the prescribed period the Member should fail to fulfil and comply with its obligations under this Agreement, said Agreement shall be deemed terminated in accordance with the provisions of art. 1454 of the Italian civil code.
- 11.3 The following violations constitute serious breach and warrant termination of the Agreement with immediate effect by the Company:
- a) violation of the provisions of the Company's Articles of Association and rules;
 - b) use of the sub-license for purposes other than those specified in art. 4.2;
 - c) failure to comply with the prohibitions set out in article 6;
 - d) the creation of Internet sites and/or registration of domain names without the prior written consent of the Company as per article 7.1;
 - e) the registration and/or use of distinctive marks which are identical or confusingly similar to the distinctive marks of Ferrari as provided for in article 8.1.
- 11.4 This Agreement shall also be understood as terminated de jure, without further notice, in cases of loss of status as club as the result of the exclusion or withdrawal of the Member from the associative relationship governed by the Company's Articles of Association (articles 7 and 8 of the Articles of Association), with effect from the date of receipt of the notice of exclusion or withdrawal.
- 11.5 This Agreement will automatically also cease in the event of revocation for any reason of the License granted by Ferrari to the Company, unless Ferrari – at its sole discretion – should decide to enter into a license agreement directly with the Club so as to allow the Member to continue to use the SFC Trademark and the phrase "Scuderia Ferrari Club" at the terms and conditions decided by Ferrari. In the event of revocation of the License granted by Ferrari to the Company, the Member must abstain, within 30 days of notification from the Company, from any use of the SFC Trademark, the phrase "Scuderia Ferrari Club," its business name and New Logo in accordance with the provisions of article 10.



12. COMPENSATION

- 12.1 The Member shall be required to indemnify the Company and/or Ferrari from all and any damages, costs and/or expenses arising from any breach of the provisions of this Agreement as well as any possible action and/or claims by third parties relating to the activities of the Club in connection with this Agreement.

13. CONSEQUENCES OF TERMINATION

- 13.1 In all cases of termination for any reason of the License and/or this Agreement, the Member shall be immediately obliged:
- a) to change its business name, cease use of the SFC Trademark in any form, of the phrase Scuderia Ferrari Club, of the New Logo and of any other distinctive mark or element of Ferrari and/or the Company granted in use;
 - b) not to use and/or not to allow any third party to use in any way and/or manner, without exception, the SFC Trademark, the phrase Scuderia Ferrari Club, the New Logo, and any other distinctive mark or element of Ferrari and/or the Company granted in use;
 - c) to return to Ferrari and/or, on request thereof, to recall and destroy anything bearing the SFC Trademark, the phrase Scuderia Ferrari Club, the New Logo, and any other distinctive mark or element of Ferrari and/or the Company granted in use even if in conjunction with other marks and images, providing adequate evidence thereof to Ferrari and to the Company;
 - d) to destroy any material used or suitable for copying the SFC Trademark, New Logo or any other distinctive mark or element of Ferrari and/or of the Company granted in use, providing adequate evidence thereof to Ferrari and to the Company.

14. GENERAL PROVISIONS

- 14.1 Completeness of the Agreement: This Agreement, together with the recitals and the Appendices, the Articles of Association and Regulations constitutes the entire agreement between the parties and supersedes and replaces all prior agreements, written or oral, previously entered into between the Parties.
- 14.2 Amendments: Any amendments to the Agreement or its Appendices must be expressly approved in writing by the Parties.



15. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

15.1 This Agreement and all matters relating to the same shall be governed by Italian law.

15.2 All and any disputes, including protective and conservative measures, relating to the interpretation, performance or termination arising, resulting from, or in connection with the Agreement shall be referred to the Court of Milan, Section for industrial and intellectual property, with the express exclusion of any other Judicial Authorities, without prejudice to the right of the Company and/or Ferrari to refer to any other competent court according to the rules on jurisdiction.

According to article 9.6 the club shall communicate the Internet address of any web page of its association together with that of the main Social Networks:

Website: www. _____

(name of the Club)

Facebook: www.facebook.com/scuderiaferrariclub _____

(name of the Club)

Twitter: www.twitter.com/sfc _____

(name of the Club)

Instagram: www.instagram.com/sfc _____

RESERVED AREA FOR THE COMPANY

Maranello, ____ / ____ / 202__

SCUDERIA FERRARI CLUB S.c.ar.l.

Name Surname: Michele Antoniazzi

Position: Sole Director

_____, ____ / ____ / 202__

The Member

Signature:  _____

Name Surname: _____

Position: Legal Representative of the Club

Pursuant to Articles 1341 and 1342 of the Italian civil code (if applicable, since all the provisions of the Agreement have been negotiated between the Parties), the Member specifically approves the following articles: 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.


The Member _____
Original name of the Club

Named: Scuderia Ferrari Club _____

Represented by the Club's legal representative:

Name and Surname: _____

Signature:  _____

Signature of Legal Representative of the Club: 

Appendix 1

SUB-LICENSE AGREEMENT FOR USE OF THE SCUDERIA FERRARI CLUB TRADEMARK

LOGO SCUDERIA FERRARI CLUB S.C.AR.L.



ITALIAN LOGO SCUDERIA FERRARI CLUB



Example



SCUDERIA FERRARI CLUB FOREIGN LOGO
(Reference to country)



Example



Appendix 2

SUB-LICENSE AGREEMENT FOR USE OF THE SCUDERIA FERRARI CLUB TRADEMARK

REGIONAL LOGO OF SCUDERIA FERRARI CLUB



EXAMPLE



CORRECT USE OF THE SCUDERIA FERRARI CLUB LOGO

The line dividing the two micro logos is transparent.



CORRECT USE OF THE SCUDERIA FERRARI CLUB LOGO WITH RED BACKGROUND



Appendix 3
SOCIAL NETWORK PROFILE IMAGE

