



**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 \_\_\_\_\_,  
Postcode \_\_\_\_\_, Country \_\_\_\_\_, founded on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
and which joined the Scuderia Ferrari Club S.c.ar.l Association on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ and is named  
Scuderia Ferrari Club \_\_\_\_\_,  
here represented by its legal representative Mr./ Ms. \_\_\_\_\_,  
\_\_\_\_\_, born \_\_\_\_\_, County \_\_\_\_\_  
on, \_\_\_\_ / \_\_\_\_ / 19\_\_\_\_ (the “Club”), 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, 41053 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 “Associates”), 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 Club 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 standardize 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 Annex 1 which, together with the phrase “Scuderia Ferrari Club” and the name of the place where the Club headquarters are located, will form the new logo of the respective Clubs (“New Logo”);
- g) the Company and the Club agree to enter into this new Agreement.

**Scuderia Ferrari Club S.c.ar.l.**  
c/o Ferrari spa

Via Abetone Inferiore, 4  
41053 Maranello (MO) - Italy

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Capitale Sociale  
euro 105.000

Cod. Fisc. e part. Iva  
03029820366

Direzione e coordinamento  
ex art. 2497 c.c.

**Ferrari N.V.**

Signature of Legal Representative of the Club: x



## ALL THIS HAVING BEEN STATED, THE PARTIES AGREE AND STIPULATE AS FOLLOWS

### 1. DEFINITIONS

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

**“Associates”** means the different spontaneous entities of Ferrari fans as per point d) of the premises;

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

**“Licence”** 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 Annex 1 to this Agreement and as defined in point f) of the premises;

**“New logo”** means the logo created by Ferrari for the Club, 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 premises;

**“Rules”** refers to the Rules of the Scuderia Ferrari Club s.c.ar.l of March 8, 2012 and any subsequent amendments decided by the shareholders’ meeting.

**“Articles of Association”** refers to the Articles of Association of Scuderia Ferrari Club s.c.ar.l referred to in point b) of the premises;

**“Old Logo”** means the logo attributed by Ferrari and the Company to the Associates as better defined in paragraph d) of the premises;

### 2. OWNERSHIP OF THE SFC TRADEMARK, THE PHRASE “SCUDERIA FERRARI CLUB” AND THE NEW LOGO

2.1 The Club 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 Club 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 LICENCE GRANTED BY FERRARI TO THE COMPANY

3.1 Ferrari has entered into a licence agreement with the Company for use of the SFC trademark and the phrase “Scuderia Ferrari Club” (hereinafter: the “Licence”).

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 Club headquarters are located to the SFC trademark and to the phrase “Scuderia Ferrari Club”.



#### 4. SUBJECT OF THIS SUB-LICENCE 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 to sub-license agreement.
- 4.2 Under this Agreement, the Club 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 Club 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 rules, and (ii) in these provisions (to be considered supplementary to the Company’s Articles of Association and rules) 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 coming to its knowledge 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 Annex 2.
- 5.2 The Club which, in conjunction with other Associates 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 Club 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 Associates 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 Club’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 Club. Authorisation to use the Regional Logo will be given by the Company solely for a specific event and does not automatically entitle the Club 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 Club 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-licences 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 Club 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 Club 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 Club 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 Club 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 Club for all and any damages.

## 8. INTELLECTUAL PROPERTY OF FERRARI

- 8.1 The Club 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 Club 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 Club 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 CLUB AND SOCIAL NETWORKS

- 9.1 For all official communications, whether in hard copy and/or using electronic means, the Club 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 Club has been assigned an e-mail address consisting of the following parts “nameofclub@scuderiaferrari.club, Example “maranello@scuderiaferrari.club”. The Club is required to use this email 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 Club 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 Club 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 Club an image, text, video and/or any other post of Ferrari with the request for publication on the social network used by the Club (see Annex 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 Club 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 Club 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 Club 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-licence 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 Club 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 cease also in the event of revocation for any reason of the Licence granted by Ferrari to the Company, unless Ferrari - at its sole discretion - should decide to enter into a licence agreement directly with the Club so as to allow the Club 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 Club 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 Club 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 Licence and/or this Agreement, the Club 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 premises and the Annexes, the Articles of Association and Rules 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 Annexes 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. \_\_\_\_\_  
 Facebook: www.facebook.com/scuderiaferrariclub \_\_\_\_\_ (name of the Club)  
 Twitter: www.twitter.com/sfc \_\_\_\_\_ (name of the Club)  
 Youtube: www.youtube.com/scuderiaferrariclub \_\_\_\_\_ (name of the Club)

Maranello, \_\_\_\_ / \_\_\_\_ / |2|0|1|\_\_\_\_, \_\_\_\_ / \_\_\_\_ / |2|0|1|\_\_\_\_

SCUDERIA FERRARI CLUB s.c. a r.l.	The Club
_____	Signature: <b>X</b> _____
Name: Massimo Rivola	Name: _____
Position: Sole Administrator	Position: Legal Representative

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 Club specifically approves the following articles: 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

The Club:  
 Signature of Legal Representative of the Club: **X** \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: Legal Representative of the Club: \_\_\_\_\_  
 Named: Scuderia Ferrari Club \_\_\_\_\_

Signature of Legal Representative of the Club: **X**



**Annex 1**  
**SUB-LICENCE AGREEMENT FOR USE OF THE**  
**SCUDERIA FERRARI CLUB TRADEMARK**

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



**ITALIAN LOGO SCUDERIA FERRARI CLUB**



**EXAMPLE**



**SFC – PROPOSED LOGO FOREIGN CLUB (+ reference to country)**



**EXAMPLE**





**Annex 2**  
**SUB-LICENCE AGREEMENT FOR USE OF THE**  
**SCUDERIA FERRARI CLUB TRADEMARK**

LOGO SCUDERIA FERRARI CLUB

REGIONAL LOGO OF SCUDERIA FERRARI CLUB



EXAMPLE







### Annex 3 IMAGE OF SOCIAL NETWORK PROFILE (EXAMPLE 2017)

