



## WHEREAS

- DUCATI MOTOR HOLDING S.p.A., A Sole Shareholder Company, A Company subject to the Management and Coordination activities of AUDI AG, legal residence Via Cavalieri Ducati n. 3, VAT 05113870967, ("Ducati") developed a project named "Desmo Owners Club" ("D.O.C.") open to those clubs that share a passion for Ducati motorcycles and the values outlined in more detail below, and undertake to observe these regulations (the "Regulations");
- Clubs that become affiliated to the "Desmo Owners Club" and as such obtain the qualification of "D.O.C." receive certain privileges and services made available by Ducati with an aim to support their activities;
- The club has read these Regulations and intends to accept them and undertake to observe them in full, and hereby applies to become a D.O.C. by having the Regulations duly signed and every page thereof initialed by an authorized signatory and returning them to Ducati, that will decide – at its sole discretion – whether to grant the club the D.O.C. qualification and provide the associated benefits as listed below.

## DESMO OWNERS CLUB REGULATIONS

### Article 1 – Mission, goal, purpose

#### 1.1 Mission

The D.O.C. brings together persons who have a passion for the Ducati brand and promotes such passion, sharing the values and vocation of the brand, as well as the company's mission to conceive, design and manufacture premium-brand sports motorcycles with exclusive Italian design, distinctive features and superior performance proven at race tracks throughout the world.



## 1.2 Goal

The goal of D.O.C.'s is to share the values of the Ducati brand in their respective territories by bringing together persons who share the same interests, and bringing them closer to the Ducati world by organizing and taking part in activities aimed to build an active, dynamic community that shares the same passion.

To this end, the D.O.C.'s cooperate with Ducati and all stakeholders that are part of the "Ducati company" system, such as employees, co-workers, dealers, suppliers, licensees and sponsors, to promote the Ducati passion.

## 1.3 Purpose

The main purpose of all D.O.C. activities must be to share motorcycle passion around the Ducati brand through multiple experiences in compliance with the laws in force where each D.O.C. is based.

## Article 2 – Support from Ducati

### 2.1 General

Ducati will support the D.O.C.'s in their activities centered around the passion for Ducati motorcycles organized by the D.O.C.'s by providing certain services and benefits reserved for them.

### 2.2 Digital platform

Ducati will make available to D.O.C.'s a digital platform offering certain features, including:

- Management of club affiliation process.
- Management of active and potential members.
- Insertion and sharing of events calendar organized by the club.
- Possibility to manage the contacts of active and potential members so as to communicate and share the club's activities and initiatives. It is understood that



such activities as well as any activities that involve the processing of personal data shall be carried out in compliance with applicable data protection laws.

- Dedicated area for communications with Ducati to manage any support requests in a structured way.

## 2.3 Exclusive benefits for D.O.C.s

Ducati may provide the D.O.Cs with the following benefits, subject to compliance by the club with the conditions expressed in art. 3 of this Regulation:

- **Visibility**

Ducati undertakes to give visibility to D.O.C.'s on its websites and posting a link to the D.O.C.'s website on its site; likewise, the D.O.C shall provide a link from its website to the relevant Ducati site for that geographic area free of charge. Ducati may emphasize D.O.C. initiatives on its websites, provided that the publishing conditions established by Ducati are complied with.

- **President kit**

Ducati undertakes to send to all D.O.C's the "President Kit" certifying the official acknowledgement of the club for the current year.

- **Benefits for members**

- D.O.C. Membership Kit containing the DOC card and other gadgets.
- Free guided tour of the Ducati Factory.
- Free access to the Ducati Museum.
- Participation in events and activities, such as the following, on favourable conditions:
  - › World Ducati Week (WDW)
  - › Ducati Riding Academy: Racetrack, Safety and Enduro
  - › Ducati Dream Tours
  - › Industry fairs, such as EICMA
- Access to annual agreements with Ducati partners and suppliers.

It is understood that the aforementioned benefits may be granted by Ducati only and exclusively to members correctly entered into the platform, registered on the Ducati website



and whose consent to the processing of personal data by Ducati Motor Holding has been duly given.

- **Training**

Ducati aims at developing training and updating activities reserved to the D.O.C.s on various topics being significant for the company.

## **Article 3 - Requirements and fulfilments**

### **3.1 Eligibility for D.O.C. affiliation**

Any club or entity, with or without legal personality, governed by rules in compliance with the laws and regulations in force in its respective territory may submit an application for affiliation to D.O.C., by accepting these Regulations in full and fulfilling the formalities established hereunder.

A collaboration with an official Ducati Dealer is a prerequisite, as this latter will have to confirm its support to the club to make its annual membership effective.

It is understood that the required information to be provided to Ducati must be true, accurate and complete. Failure to fulfil this obligation will result in refusal of affiliation or loss of qualification for affiliated clubs, without prejudice to the provisions under art. 3.8.

Ducati reserves the right to accept and consider, at its sole discretion, applications for new affiliation or for renewal of existing affiliation from D.O.C.'s who have obtained the qualification in the past.

### **3.2 Prohibitions and obligations**

D.O.C.'s may not pursue any commercial, political or religious purposes and may not under any circumstances carry out activities in competition with Ducati or with Ducati dealers, its partners, licensees or suppliers, or in contrast with any activity carried out by Ducati; failure to comply with this provision shall result in loss of qualification as D.O.C. effective immediately.

D.O.C.'s agree to obtain Ducati's written consent before engaging in any activities which may involve other entities/brands that may be in conflict/competition with Ducati.



D.O.C.'s undertake to perform activities in compliance with the law and applicable regulations in force in the place where they operate and to not make improper use of the benefits granted by Ducati in any way.

D.O.C.'s are fully independent, separate and autonomous from Ducati and under no circumstances shall Ducati be held liable for D.O.C.'s activities.

### **3.3 Ducati Code of Ethics**

D.O.C.'s undertake to observe the "Ducati Code of Ethics" (Annex 2).

### **3.4 Road safety**

In line with Ducati's activities aimed to promote road safety, the D.O.C. undertakes to promote safe riding according to safety criteria and in compliance with applicable rules, and to publicize Ducati's initiatives in this regard.

### **3.5 Minimum membership**

In order to qualify as a D.O.C., clubs shall have a minimum membership, which is established by Ducati according to geographic area and number of Ducati motorcycles in the field in that area. Indications for the year 2019 are as follows:

- Asia/Africa/South America/Eastern Europe: minimum membership of 25 including President and members of the Board of Management.
- North America/Europe/Oceania: minimum membership of 50 including President and members of the Board of Management.

Ducati may grant deviations from this requirement.

### **3.6 Affiliation process**

There are two types of affiliation application process aimed at obtaining the "D.O.C." qualification.



#### New affiliation:

- i. The President is required to send the application through the dedicated section of Ducati website, by providing all the requested information.
- ii. After Ducati has verified compliance of the preliminary information provided, the President receives temporary access rights to the platform in order to complete the affiliation application process.

There is no fixed submission term for the new D.O.C. affiliation process during the calendar year, and an affiliation application can be submitted at any time during the year.

After these activities are completed and Ducati has approved the application, Ducati will inform the applicant that the process has been completed successfully and the club has obtained the D.O.C. qualification.

#### Affiliation renewal:

- i. At each renewal it is required to accept and sign the latest updated version of this Regulation.
- ii. The chairman will check and update the club information as registered on the platform.
- iii. At each renewal a formal approval is required confirming the co-operation of the official reference Ducati Dealer.

After these activities are completed and Ducati has approved the application, Ducati will inform the applicant that the process has been completed successfully and the club maintains the D.O.C. qualification.

### **3.7 Analysis and reporting activities**

Ducati reserves the right to monitor D.O.C. member's satisfaction by sending them communications in compliance with data protection law in force.

The D.O.C. undertakes to submit six-monthly reports on club affairs, successful/unsuccessful outcome of club activities, operation of internal organization and activities aimed at attracting new members.

### **3.8 D.O.C. activities**

Below is a list of possible D.O.C. activities. This list is by no means exhaustive.



- Promoting events to ride Ducati motorcycles;
- Organizing social events to share the passion for motorcycles with appropriate frequency;
- Setting up a calendar of activities – 5 a year as a minimum – to be published on the platform;
- Communicating with Ducati to obtain detailed information on Ducati products/services;
- Taking part in national/international events organized by Ducati, with a club delegation;
- Promoting and organizing “creative” and/or charitable events aimed, among other things, at promoting the image and social acceptance of motorcycle;
- Posting timely, coherent reports (texts, images and video clips) on club activities on the platform.

### **3.9 Entry of data in the platform**

The D.O.C. warrants that the information entered in the platform and in general provided to Ducati is true, accurate and correct and accepts any and all liability in this regard. Failure to fulfil this obligation may lead to withdrawal of D.O.C. qualification by Ducati and the D.O.C. shall indemnify and hold harmless Ducati against any and all liability/third party's claims resulting from inaccurate entry and/or communication of information.

## **Article 4 – D.O.C. organization**

### **4.1 Democratic organization**

D.O.C.'s must be built on a democratic structure so as to provide access to all club members to the election of club officials and bodies.

Ducati encourages clubs to select managing bodies through a democratic election process at a meeting at which the majority of D.O.C. members are represented. Elections should be held every two years as a minimum.

Each D.O.C. should have the following offices as a minimum: President, Vice President, Secretary and Treasurer. Their respective duties are outlined in more detail below.

Ducati reserves the right to determine whether the organization complies with the democratic principles outlined in these Regulations.



## 4.2 President

The D.O.C. President is responsible for the club, is its legal representative, promotes all activities in compliance with these Regulations, guarantees the democratic management of club affairs, is the key contact with Ducati and the Local D.O.C. contact person designated by Ducati.

## 4.3 Vice President

The Vice President is responsible for D.O.C. activities in the territory. He manages D.O.C. initiatives inspired by the suggestions provided in paragraph 3.8. of these Regulations; prepares the calendar of events at the beginning of each year; organizes activities, informs members of such activities and documents activities (photos, video, texts) to share them with Ducati and the other clubs. He co-operates with Ducati to offer an evaluation of events with a nation-wide audience and helps select partners to be involved in such activities. Finally, he is an ambassador at the club's members regarding issues relates to safe riding and observance of applicable law and responsible behavior among D.O.C. members.

## 4.4. Secretary

The Secretary to the D.O.C. fulfils formalities relating to club activity, such as the management of the members' details and the data entry in the system. He organizes the meetings of the Board of Management and of club members and writes meeting reports where required. He ensures that members fill any insurance documents/liability waivers for test rides and/or track days. He sets up, maintains and keep up-to-date the D.O.C. document archive.

## 4.5 Treasurer

The Treasurer of the D.O.C. takes care of accounting/administration, prepares yearly budgets and year-end reports; collects membership fees (if any) from members, allocates resources to activities as agreed with the other members of the Board of Management and with the President; manages cash flows from activities and draws up at least annual financial reports for submission to the Board of Management and members; keeps track of





revenues and expenses arising out of D.O.C fulfilments with due care and promptly informs the competent body of any deviations from budget plans. Considering the delicate nature of Treasurers' responsibilities, Ducati encourages clubs to establish a maximum two-year non-renewable term for this office.

#### **4.6 Other offices**

The provisions outlined above are offered as broad indications, without prejudice to the fact that the principle of democratic organization and the law applicable in the place where the D.O.C. is constituted must always be observed.

The D.O.C. may set up additional offices at its own discretion to manage club organization.

### **Article 5 - Trademarks / Visual identity**

#### **5.1 Terms and conditions of use**

As the legitimate owner of the "Desmo Owners Club" trademarks referred to in Annex 3 (hereinafter "D.O.C. Trademarks"), Ducati authorizes the D.O.C. to use only the D.O.C. Trademarks referred to in Annex 3 in a non-exclusive way in compliance with the terms and conditions specified therein.

It is understood that the use of D.O.C. Trademarks requires prior written authorization by Ducati.

The use of any other trademark and/or designation and/or logo owned by Ducati ("Trademarks"), in any manner and form, is expressly forbidden.

#### **5.2 Compliance with applicable law**

In addition to the provisions hereunder, the D.O.C. shall comply with applicable law and provisions concerning the use of trademarks, and shall be solely liable for any violation of such law and provisions. Under no circumstances may Ducati be held liable for the event that the use of D.O.C. Trademarks and/or Trademarks in a given country infringes on the



industrial property rights of third parties, it being understood that the D.O.C. Trademarks and Trademarks do not enjoy the same degree of protection in all world countries and are not registered for all classes of goods.

### **5.3 Use limitations**

Under no circumstances may the D.O.C. use the Trademarks or D.O.C. Trademarks for commercial or for-profit business purposes or anyway for any purposes other than those for which use is hereby granted.

Any use of the D.O.C. Trademarks and/or Trademarks not in compliance with this authorization shall be considered unlawful and may lead to withdrawal of D.O.C. status; in addition, Ducati shall be entitled to take legal action to protect its interests which have been violated by D.O.C. non-compliance.

The D.O.C. shall immediately cease any use of the D.O.C. Trademarks in any form upon loss of D.O.C. qualification.

### **5.4 Reporting unlawful use**

The D.O.C. shall promptly report to Ducati any unlawful or improper use by third parties of the Trademarks owned by Ducati of which it becomes aware.

## **Article 6 - Data protection**

### **6.1 Legislative framework, roles, privacy notice and consents to data processing.**

Personal data communicated to Ducati through the dedicated IT platform or other means must be truthful, correct, updated, and processed by the parties with the utmost care so as to ensure their safety, in full compliance with current legislation (EU Regulation 2016/679 ("GDPR"), Italian Legislative Decree no. 196/2003 as subsequently amended).

Therefore, Ducati and the D.O.C. undertake to process the personal data of D.O.C. members, respectively as Data Controller and Data Processor, by meeting all necessary requirements (execution of the DPA - Data Processing Agreement-)



For the purposes of personal data processing, pursuant to and by effect of art. 13 of the GDPR, the D.O.C. undertakes to provide the appropriate privacy notice (as per Annex 4), to collect a specific consent to the processing by the Data Subject, when necessary (for marketing and profiling purposes), and to keep such a documentation and send it to Ducati, if necessary.

## **Article 7 - Term**

### **7.1**

Affiliation to the "Desmo Owners Club" shall expire on the 31<sup>st</sup> December of each year and may be renewed every year for the same term, after renewal of the affiliation by the D.O.C., according to the procedures indicated by Ducati. It is understood that affiliation is not tacitly renewable.

## **Article 8 - Withdrawal of D.O.C. qualification**

### **8.1**

Ducati reserves the right to grant and/or withdraw the D.O.C. qualification at its sole discretion, whenever a situation arises or conducts occur that clash against or are in breach of these Regulations, applicable law, the mission, Ducati's objectives and/or the purpose of D.O.C. activities.

### **8.2**

The D.O.C. waives any and all claims, including money claims, against Ducati, with special regard to refusal, loss or withdrawal of D.O.C. qualification.

### **8.3**

It is understood that the D.O.C. qualification by no means authorizes the D.O.C. to act as an agent or attorney or anyway as a representative of Ducati, or misrepresent itself as an organization that is part of Ducati or of the Volkswagen-Audi Group of which Ducati is part,



as the D.O.C. is a fully independent organization and Ducati has no connection with its affairs.

#### **8.4**

Ducati has the right to modify these Regulations at any time and each D.O.C. may refuse to accept such modifications, which shall result in loss of D.O.C. qualification.

### **Article – 9 Applicable law and Court of Jurisdiction**

#### **9.1**

These Regulations are governed by the Italian law. Any disputes arising in connection with these Regulations shall be submitted to the Court of Bologna, Italy, that shall have sole jurisdiction.

The following documents are annexed to the Regulations and incorporated by reference and deemed as approved:

Annex 1 – Regulation subscription form

Annex 2 – Ducati Code of Ethics (ref. 3.3)

Annex 3 – D.O.C visual identity and Ducati Trademarks (ref. 5.1)

Annex 4 – Privacy Policy Statement under art. 13 of Regulation (UE) n.679/2016 (ref. 6.1)

Annex 5 – Data Processing Agreement



Annex 1

Regulation subscription form

By signing these Regulations, the Club:

\_\_\_\_\_,  
having registered office in \_\_\_\_\_,  
at \_\_\_\_\_,  
\_\_\_\_\_,  
VAT / Fiscal Code No. \_\_\_\_\_, in the person of its  
legal representative Mr. \_\_\_\_\_,  
born in \_\_\_\_\_,  
on \_\_\_\_\_,  
and resident in \_\_\_\_\_,  
Fiscal Code No. \_\_\_\_\_,

undertakes, in the event the candidate D.O.C. ("Demo Owners Club") is accepted by Ducati,  
to fully and unconditionally comply with the provisions of these Regulations.

[Place] \_\_\_\_\_, [Date] \_\_\_\_\_  
The \_\_\_\_\_ President/legal \_\_\_\_\_ representative \_\_\_\_\_ of \_\_\_\_\_ the  
Club \_\_\_\_\_  
Mr. \_\_\_\_\_  
[Signature] \_\_\_\_\_



## Annex 2

### Ducati Code of Ethics

#### Introduction

Ducati<sup>1</sup> operates on an international scale pursuing excellence both on the track and in technological fields, and in doing so, respects both laws and the individuals and organisations involved in this pursuit. Due to the complexity of the various situations in which Ducati operates the following Code of Ethics ("Code") has been drawn up. This contains all the values which Ducati acknowledges, honours and shares towards all individuals and organisations with whom it works (stake holders). Rules of conduct to be complied with in the performance of all activities in order to guarantee Ducati's reliability and good reputation are set forth in the Rules of Conduct annexed. Below the list of the aforementioned stakeholders.

- a) Public Institutions
- b) Final customer
- c) Sales and assistance network
- d) Public
- e) Suppliers
- f) Competitors
- g) Personnel <sup>2</sup>
- h) Ducati Owners Club

#### STAKE HOLDERS

- a) Public Institutions.

Ducati's relationship with public institutions is based on transparency, correctness and cooperation.

- b) Final customer.

In order to maximise the satisfaction of the purchasers of its products, Ducati focuses its efforts on designing, creating and launching in the market products which meet the most demanding quality, safety and reliability standards and it also

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<sup>1</sup> In the Code, "Ducati" implies Ducati Motor Holding S.p.A. and its controlled companies under section 2359 of the Italian civil code as well as under section 26 of Legislative Decree 9th April 1991, nr. 127

<sup>2</sup> In the Code, "personnel" implies all human resources under working contract with any of the Ducati companies.



provides the final customers with suitable instructions and maintenance guidelines written in a clear and comprehensible manner.

c) Sales and assistance network.

Ducati selects its own sale dealers and assistance network exclusively on the basis of company needs and selects those who satisfy the criteria of competitiveness, quality and professionalism.

d) Public.

Ducati communicates with the public clearly, honestly and uniformly, respecting the laws and the rules of professional correctness and of this Code. Ducati respects the environment and promotes its care and protection through the discovery and evaluation of its territory.

e) Suppliers.

Ducati selects its suppliers solely according to company needs and according to the competitiveness of the final costs of the goods/services supplied, quality of the goods and processes involved, service, technical skill and professionalism. Ducati's relationship with its suppliers is based on efficiency, loyalty, correctness and impartiality.

f) Competitors.

Ducati believes in honest competitiveness as a source of technical and economic development and progress.

g) Personnel.

Ducati's personnel is one of its most important assets. The wealth of knowledge, passion and engagement of its personnel is essential to the growth and success of Ducati. Ducati does not tolerate any form of discrimination regarding race, religion, political or industrial opinions, sex, sexuality, handicap conditions, or age of its staff. Dignity and respect towards people and their work are due at all times and are not dependent on qualifications or role within the company. Ducati believes that the working environment should be peaceful and dignified and it does not tolerate any threat or intimidation of its personnel.

h) Desmo Owners Club.

The relationship between Ducati and Desmo Owners Club is based on fairness and cooperation. The Desmo Owners Club's members act following principles of honesty and respect of others promoted by Ducati.



## Annex 3

### D.O.C visual identity and Ducati Trademarks

#### 1.1 Costruzione del Marchio Desmo Owners Club Description of the Desmo Owners Club Logo

Marchio Ducati /  
Ducati Shield

Font Univers 45 Light



- Il Marchio Desmo Owners Club è composto da due aree quadrangolari: la prima costituita dal Marchio Ducati e la seconda dalla scritta Desmo Owners Club il cui acronimo è DOC. Tale acronimo è reso visibile, all'interno del Marchio, dal colore rosso.  
- Il Marchio DOC può essere orizzontale o verticale. La scelta di una delle due versioni è stabilita in base alla superficie sulla quale sarà applicata.

- The Desmo Owners Club Logo is made up of two square sections: the first includes the Ducati Shield and the second contains the words Desmo Owners Club, the initials of which are DOC. These initials can be seen in red inside the Desmo Owners Club Logo.  
- The DOC Logo can be used horizontally or vertically. The choice of which version to use depends on the surface where it is to be applied.





- Il Marchio Desmo Owners Club non dovrà mai essere separato, inclinato, ruotato o modificato in qualsiasi altro modo (variando colore o inserendo simboli o scritte).

- The Desmo Owners Club Logo must never be separated, slanted, turned to an angle or changed in any other way (using different colours or adding other symbols or words).



## 1.2 Declinazione del Marchio DOC orizzontale su fondi di colori diversi Use of the DOC horizontal Logo on different background colours

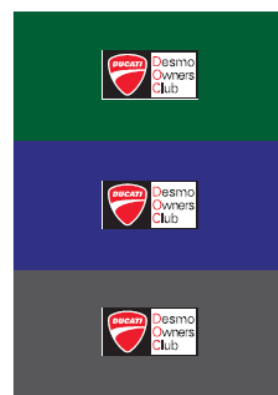
Versione orizzontale / Horizontal version



Colori Istituzionali /  
Company Colours



Esempi di colori generici chiari /  
Examples of generic light shades



Esempi di colori generici scuri /  
Examples of generic dark shades

- Il Marchio DOC comprende un filetto bianco di contorno visibile solo nel caso in cui venga posizionato su un fondo di colore diverso dal bianco.
- Il Marchio DOC non cambia a seconda del colore su quale viene collocato.

- The DOC Logo includes a fine white outline, which is only visible when used on a background colour other than white.
- The DOC Logo does not change according to the background colour it is used on.

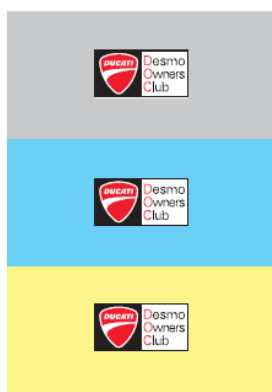


## 1.2 Declinazione del Marchio DOC orizzontale su fondi di colori diversi Use of the DOC horizontal Logo on different background colours

Versione orizzontale / Horizontal version



Colori Istituzionali /  
Company Colours



Esempi di colori generici chiari /  
Examples of generic light shades



Esempi di colori generici scuri /  
Examples of generic dark shades

- Il Marchio DOC comprende un filetto bianco di contorno visibile solo nel caso in cui venga posizionato su un fondo di colore diverso dal bianco.
- Il Marchio DOC non cambia a seconda del colore su quale viene collocato.

- The DOC Logo includes a fine white outline, which is only visible when used on a background colour other than white.
- The DOC Logo does not change according to the background colour it is used on.



### 1.3 Declinazione della scritta Desmo Owners Club su fondi di colori diversi Use of the Desmo Owners Club script on different background colours



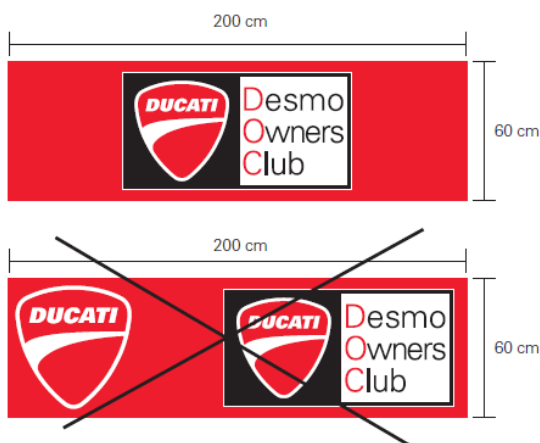
- La scritta Desmo Owners Club può essere utilizzata separatamente dal Marchio DOC.
- I due colori che compongono la scritta Desmo Owners Club varieranno a seconda del fondo sul quale viene applicata.

- The Desmo Owners Club script can be used separately from the DOC Logo.
- The two colours which make up the Desmo Owners Club script will vary according to the background colour it is used on.



#### 1.4 Applicazione del Marchio DOC Application of the DOC Logo

Striscione / Banner



- Il Marchio DOC vive a sé ed è quindi proibito abbinarlo al Marchio o al Logotipo Ducati.

Bandiera / Flag



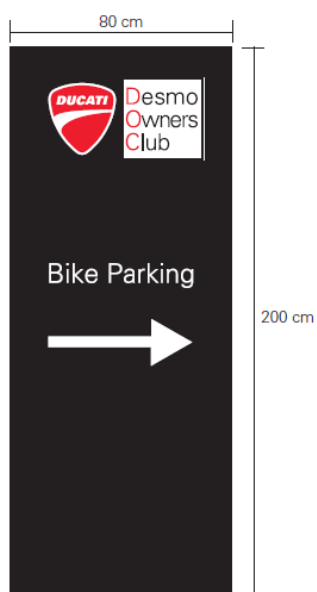
Bandiera / Flag



- The DOC Logo exists independently and it is therefore forbidden to use it with the Ducati Shield or Logotype.



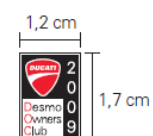
Banner / Banner



T-shirt / T-shirt

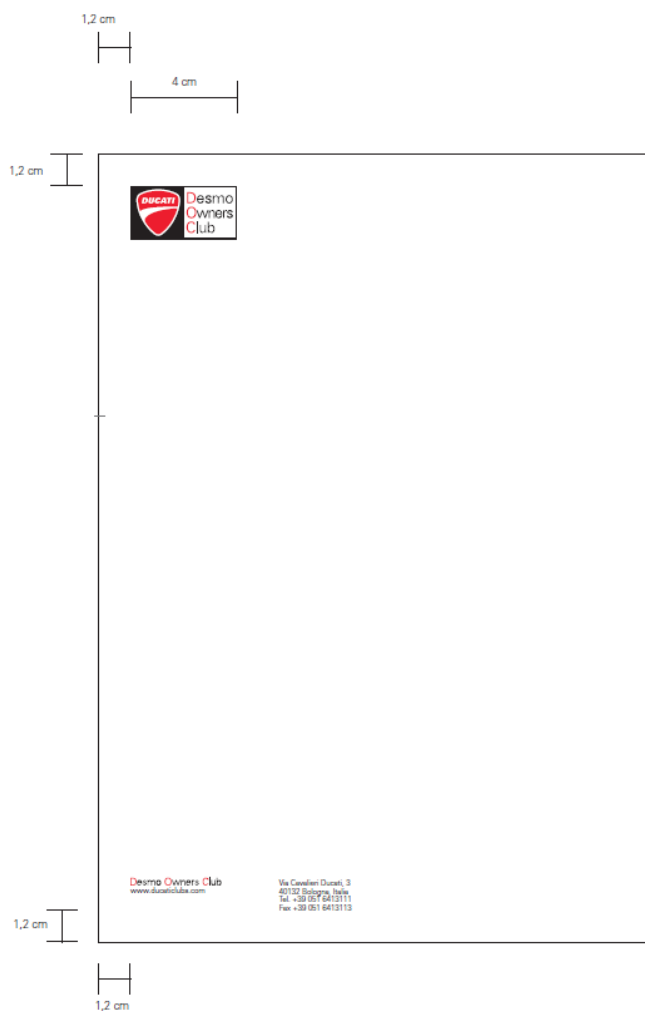


Spilla / Pin



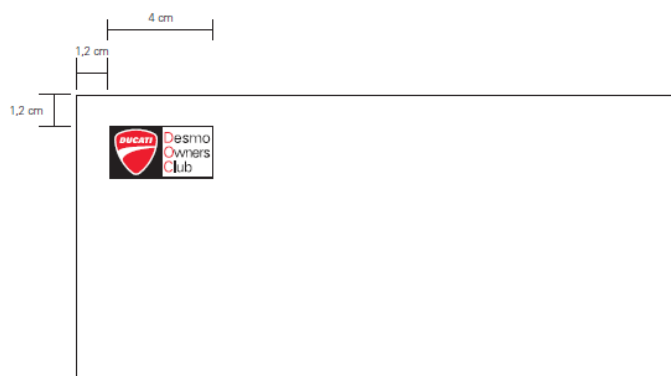


## 1.5 Modulistica DOC DOC Forms and Stationery





Busta americana / American envelope  
23x11 cm







## Il Combo DOC The DOC Combo



Il Combo DOC è la pura rappresentazione grafica di ciò che il Desmo Owners Club rappresenta: l'unione di persone legate dalla stessa passione per Ducati. Proprio per questo si è scelto di valersi di una struttura che avvicini visivamente Ducati al Ducatista, un Marchio in grado di garantire senso di appartenenza e un immediato successo. Si è ricorso infatti all'impiego di un modulo già apprezzato e utilizzato nel mondo racing per legare un marchio a quello dei suoi partner più prestigiosi.

The DOC Combo is the pure graphic representation of what the Desmo Owners Club represents: a group of people brought together by the same passion for Ducati. That is precisely why they have chosen to join a club which visibly unites Ducati and its fans, with a Trademark which can ensure a sense of belonging and immediate success. In fact a form already employed and appreciated in the racing world has been used to link a Trademark with that of its most prestigious partners.



## 1.1 Il Combo DOC The DOC Combo



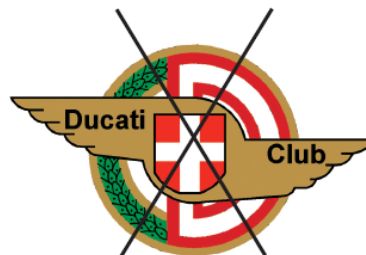
- Il Combo DOC è costituito da due aree quadrangolari: quella a sinistra contiene il Marchio Ducati mentre quella a destra il Marchio di un Club specifico. Al di sotto di queste due aree, ma parte integrante del Combo DOC, è presente la scritta Desmo Owners Club.

- The DOC Combo is made up of two square sections: the one on the left contains the Ducati Shield while the one on the right includes the logo of a specific club. Beneath these two sections, yet still an integral part of the DOC Combo, is the Desmo Owners Club script.



- Il Combo DOC non dovrà mai essere separato, inclinato, ruotato o modificato in qualsiasi altro modo (variando colore o inserendo simboli o scritte).

- The DOC Combo must never be separated, slanted, turned to an angle or changed in any other way (using different colours or adding other symbols or words).



#### Il Combo DOC:

- Il Marchio del Club inserito nell'area quadrangolare di destra del Combo DOC deve vivere sempre e solo su fondo bianco.
- Non deve avere al suo interno né marchi storici Ducati, né rivisitazioni degli attuali Marchi Ducati e Ducati Corse, né di prodotti Ducati.
- Non deve avere riferimenti a qualsiasi altro marchio commerciale.
- Non deve avere riferimenti politici e religiosi o essere offensivo nei riguardi di una determinata razza, religione, etnia o nazionalità.
- Tutti i Marchi dei Club antecedenti il 2009 dovrebbero essere uniformati alle regole sopra indicate.

#### The DOC Combo:

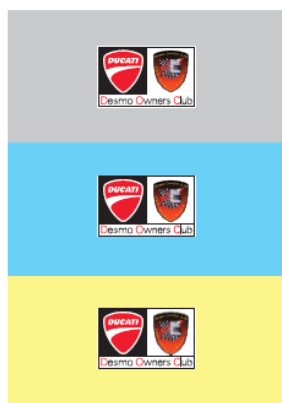
- The Club Logo inside the right-hand square section must always be placed on a white background only.
- It must not include any historical Ducati Trademarks or versions of any current Ducati and Ducati Corse Shield, or those of any Ducati products.
- It must not make any reference to other commercial Trademarks.
- It must not contain any political or religious references or be potentially offensive towards any race, religion, ethnic group or nationality.
- All pre-existing DOC Combos (pre 2009) must/should be made to comply with the above rules.



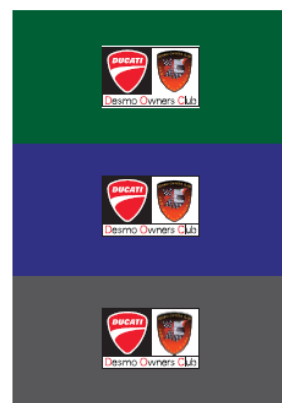
## 1.2 Declinazione del Combo DOC su fondi di colori diversi Use of the DOC Combo on different background colours



Colori Istituzionali /  
Company Colours



Esempi di colori generici chiari /  
Examples of generic light shades



Esempi di colori generici scuri /  
Examples of generic dark shades

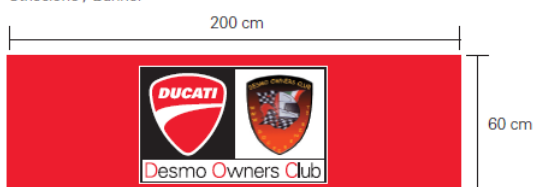
- Il Combo DOC comprende un filetto bianco di contorno visibile solo nel caso in cui il venga posizionato su un fondo di colore diverso dal bianco.
- Il Combo DOC non cambia a seconda del colore su quale viene collocato.

- The DOC Combo includes a fine white outline, which is only visible when used on a background colour other than white.
- The DOC Combo does not change according to the background colour it is used on.



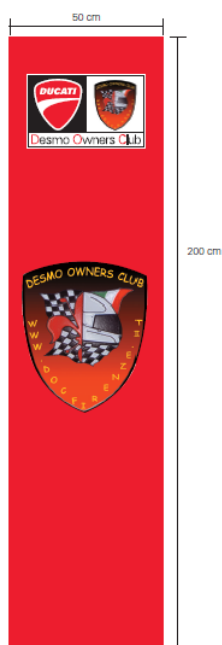
## 1.2 Applicazione del Combo DOC Application of the DOC Combo

Striscione / Banner



- Il Combo DOC non deve convivere né con il Marchio e il Logotipo Ducati, né con il Marchio DOC.

Bandiera / Flag



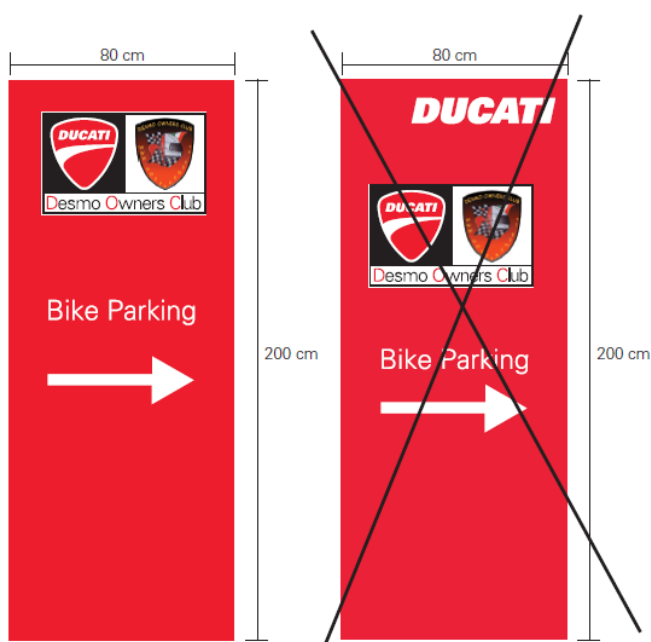
Bandiera / Flag



- The DOC Combo must not be used in conjunction with the Ducati Shield and Logotype, or the DOC Logo.



Banner / Banner



- Il Combo DOC può convivere con il Marchio del Club stesso perché firma di certificazione di appartenenza al mondo Ducati.

T-shirt / T-shirt



Cappellino / Cap



Spilla / Pin



- The DOC Combo may be used in conjunction with the Club Logo itself because it authenticates membership in the Ducati world.



## Annex 4

### **Privacy Policy Statement under art. 13 of Regulation (UE) n.679/2016**

The company Ducati Motor Holding S.p.A. ("Ducati") as data controller informs you of the following pursuant to art. 13 of EU Regulation 2016/679 on the protection of personal data ("Regulation").

Ducati processes the personal data provided by you upon registration for the following purposes:

(i) managing relations among the Data Subject, the Club and Ducati for the purpose of the registration process and in order to provide the Data Subject with the requested information, support and services. In addition, Ducati processes your personal data to comply with laws and regulations relevant to the above specified activities and to exercise legal claims. The Club and/or Ducati may make the data available to other companies in the same group as Ducati and/or to contract partners of Ducati that are part of its sales and service network (such as subsidiaries, importers, distributors, dealers, service/repair shops), that may be based in countries outside the European Union, and that being the case, Ducati will take the necessary measures for a legitimate data processing; the data will be made available to the Designated Officers and the Persons in charge of data processing designated by the Club, Ducati and by such companies and/or contract partners. The data provided by the Data Subject will not be disseminated;

(ii) with your consent, which is optional, for marketing purposes, i.e. to send you promotional newsletters, commercial or advertising communications, for direct sales, market research, statistical analysis, survey on the degree of satisfaction of customers and potential customers. Marketing activities are carried out by e-mail (newsletter), telephone, SMS, MMS, chats, banners on the website, instant messaging, social networks and traditional mail, including invitations to events in which the Club and/or Ducati participate or organised by the Club or by Ducati, by Ducati's sales and assistance network or by Ducati's commercial Partners. These communications also include offers on products, services and initiatives of Ducati's commercial partners;

(iii) with your consent, which is optional, Ducati uses your personal data for profiling activities by collecting information on your preferences, habits, lifestyle, information on your interaction with Ducati, as well as the details of your purchases to create group and individual profiles ("profiling") and, if you have given consent for marketing activities, also sending you personalized promotional communications and offers. Here is the additional





information that may be used: information obtained by comparing the data collected by the Club and/or by Ducati with data generally available to the public, such as the social networks profiles that you have made public.

Provision of the data for the purposes described in paragraph (i) is required in order to register with the Club and obtain the requested support, information and/or services; failure to provide the data for such purposes will prevent the Data Subject from registering with the Club.

Provision of the data for the purposes described in paragraph (ii) is optional and not mandatory by law. Failure to give one's consent to data processing for such purposes will merely result in the Club's inability to carry out the activities aimed to provide the Data Subject with the above mentioned commercial information.

Provision of the data for the purposes described in paragraph (iii) is optional. Failure to give one's consent to data processing for such purposes will merely result in the Ducati's inability to carry out customer profiling activities aimed to send newsletters and tailored commercial information and perform market research and customer satisfaction surveys.

Ducati will process your personal data with and without the aid of electronic means, based on logics and procedures consistent with the specified purposes and in compliance with the Regulation, including the aspects of confidentiality and security.

Your personal data are processed based on your consent, a legitimate interest of Ducati for the performance of commercial activities, obligations arising from a contract entered into between you and Ducati, or legal obligations. In any case, you have the right to revoke your consent at any time, without this revocation affecting the lawfulness of the previous processing.

Your personal data are kept for the time strictly necessary for the pursuit of the purposes for which they are collected and for the fulfilment of legal obligations (e.g. for administrative-accounting purposes). Longer data retention periods may be possible if authorized by the law and in case of defence of rights in court. When the purposes are achieved, personal data will be automatically deleted or made anonymous.

Upon request to the Data Controller and Data Protection Officer, the Data Subject may receive detailed information on the storage times of personal data processed by Ducati pursuant to the Regulation.

The Controller of personal data processing is: Ducati Motor Holding S.p.A, with headquarters in Via Cavalieri Ducati 3 - 40132 Bologna (BO), Italy. The Data Protection



Manager is domiciled at the headquarters of the Data Controller and can be contacted at the following email address: [privacy@ducati.com](mailto:privacy@ducati.com).

You can contact Ducati as the Data Controller or Data Protection Manager at the above addresses to get an updated list of our data processors (i.e. our service providers), of the parties to whom the data are disclosed and to exercise the following rights as per art. 15 et seq. of the Regulation; to get access to your data to verify their existence and other information related to them, to obtain their rectification or cancellation, to request data portability, to obtain limitation of processing and to lodge a claim to the Supervisory Authority (the Authority for the Protection of Personal Data). In addition, you may, at any time, object to the processing of your personal data processed for direct marketing purposes and, if required by a particular situation, you may object to the processing of your personal data on the basis of Ducati's legitimate interest unless Ducati has prevailing legitimate reasons for proceeding with processing (e.g. the exercise or defence of a right in court).

\* \* \* \*

### Consent for the processing of personal data

Before proceeding, please read our privacy policy at the following link:  
<https://www.ducati.com/it/it/home/privacy>

I have read and understood the privacy notice and I hereby consent to the processing of my personal data by Ducati Motor Holding S.p.A.:

- o for marketing activities via email (newsletters), telephone, text and multimedia messages, chats, banners on our websites and apps, instant messaging, social networks, and conventional mail
- o for profiling activities, aimed at personalizing offers and initiatives based on my interests and preferences

[Name and surname]\_\_\_\_\_

[Place and Date]\_\_\_\_\_ [Signature]\_\_\_\_\_

## DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter "**DPA**") is entered by and between

(i) *Ducati Motor Holding S.p.A.* with headquarters in Via Cavalieri Ducati 3 – Bologna, Italy (hereinafter "**Controller**" or "**Company**"); and

(ii) \_\_\_\_\_ with principal place of business in \_\_\_\_\_ ("**Processor**"),

(hereinafter individually "**Party**" and collectively "**Parties**").

### WHEREAS

1. by virtue of the agreement entered into by and between the Controller and the Processor on \_\_\_\_\_ (hereinafter "**DOC Regulation**"), the Processor undertakes to comply with the provisions agreed with the Controller;
2. the activity carried out may from time to time entail the access by or the communication to the Processor of Data Subjects' information deemed as personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**"), and other applicable data protection provisions and laws; and
3. the Parties agree that the data transfers governed by this DPA fall within the scope of Article 28 of the GDPR and that the Processor acts as the data processor in compliance with the GDPR and the intention of the Parties is to use this DPA as an agreement to regulate the processing of data.

**NOW, THEREFORE**, all the above considered and in order to provide sufficient guarantees on the protection of privacy, freedoms and fundamental rights of natural persons in case of personal data transfers from the Controller to the Processor, the Parties hereby agree as follows:

### Article 1. Purpose of the DPA and Processor's obligations

1.1 In compliance with the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR" or Regulation), as well as with Italian Legislative Decree no. 196/2003, "Personal data protection code", as amended and supplemented by Italian Legislative Decree no. 101/2018, "Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC", this DPA is aimed at regulating the processing of personal data carried out by \_\_\_\_\_, acting as Processor under Art. 28 of the Regulation, on behalf and in the interest of the Controller, while conducting negotiations (hereinafter "Negotiations") and/or performing contracts (hereinafter "Contract/s") with respect to persons deemed as Data Subjects pursuant to art. 4, paragraph 1, no. 1 of the Regulation.

1.2 The Processor hereby declares and guarantees that any personal data it will come into contact with, both while conducting Negotiations and performing Contracts, are and shall be collected, processed and communicated in compliance with the rules referred to in the Regulation and in the Italian Legislative Decree no. 196/2003, subject to an appropriate privacy notice and based on a valid legal basis.

1.3 In this regard, the Processor shall indemnify and hold Ducati harmless from and against any claim deriving from the failure or incorrect fulfilment of the aforementioned obligations, thus undertaking to indemnify Ducati in case of damages, costs, expenses (including legal fees) borne by this latter as a result of the possible imposition of administrative sanctions and/or Data Subjects' appeals.

1.4 The Processor shall also provide Ducati, upon explicit request of this latter, with appropriate documentation suitable to prove the fulfilment of the aforementioned obligations, and shall allow any control on the regularity of the adopted procedures that Ducati shall deem as appropriate.

## **Article 2. Effectiveness and duration**

2.1 This DPA shall become effective upon its execution and acceptance by the Parties and shall be applicable to each legal relationship signed between parties.

### **2.2 Processing duration.**

Without prejudice to the provisions established in any individual Contracts entered into, the duration of the processing hereunder is linked thereto; once the Contracts are terminated, the Processor shall destroy the processed data or keep the data strictly necessary for the period strictly necessary for the legal obligations, according to the law and in compliance with the privacy legislation and its own policy.

## **Article 3. Protection of personal data which Ducati is Controller of**

The provisions contained in this and the following articles are considered as implementing the legislative requirements established by the GDPR Regulation (in particular pursuant to art. 28 of the Regulation), with reference to the personal data that \_\_\_\_\_ processes on behalf of the Controller.

## **Article 4. Definitions**

4.1 The Parties agree that the terms used in this article, but not otherwise defined here below or in the Contracts, where entered into, shall have the meanings assigned thereto in the GDPR.

- "Contract" shall mean any contract/s entered into by and between the Controller and \_\_\_\_\_, which this DPA is an integral part of, or in any case any contractual agreement or other legal act entered into or performed by and between Ducati and \_\_\_\_\_ as to regulate the relationships between the Parties and involving the processing of personal data which Ducati is the Controller of;
- "Union Law" shall mean any EU source of law governing personal data protection which the Controller, the Processor and any Sub-Processors are subject to;
- "Member State Law" shall mean any source of law of the Member State governing personal data processing which the Parties are subject to: in particular, Italian Legislative Decree no. 196/2003, "Personal data protection code", as amended and supplemented by Italian Legislative Decree no. 101/2018 of "Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)";
- "Regulation" shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- "Processed Personal Data" shall mean the Data Subjects' personal data processed by \_\_\_\_\_ on behalf of the Controller and the Data Subjects themselves, during Negotiations and in the performance of the activities covered by the Contract/s;
- "Processing" shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, in the availability of the Controller, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- "Services" shall mean all types of activities, including those referred to in article 1.2 above, carried out by \_\_\_\_\_ in favour of the Controller in the performance of this DPA, as well as of the Contract/s;
- "Controller" shall mean the data controller as defined under art. 4, paragraph 1, no. 7) of the Regulation;
- "Processor" shall mean the data processor as defined under art. 4, paragraph 1, no. 8) of the Regulation;

- "Sub-Processor" shall mean the Processor appointed by \_\_\_\_\_ for the processing of some personal data;
- "Appropriate Security Measures" shall mean technical and organizational security measures, as defined by art. 32 of the Regulation;
- "Breach of Personal Data" (or data breach) shall mean the security breach that involves the unintentional or unlawful destruction, loss, modification, unauthorised disclosure or access to data provided, stored or otherwise processed.

## **Article 5. General Conditions**

5.1 \_\_\_\_\_ has been selected by the Controller to perform the "Contract", as it has declared and guaranteed that it will provide sufficient guarantees in the implementation of appropriate technical and organizational measures that meet the requirements of the Regulation, thus ensuring the protection of Data Subjects' rights during Negotiations and in the performance of the activities being the subject-matter of the Contract/s.

5.2 In relation to the processing of personal data in the availability of the Controller, \_\_\_\_\_ shall act as Processor, pursuant to art. 28 of the Regulation, and shall limit the processing to what is strictly necessary for the performance of Negotiations and the Contract/s and to process data only according to the instructions provided by the Controller by virtue of the contract and this DPA.

5.3 By signing this DPA \_\_\_\_\_, shall agree and undertake to comply with the principles and obligations deriving from the Regulation, with particular reference to those intended for the Processor as set forth by the Regulation and the law of the Member State.

5.4 The elements of the processing, as indicated in art. 28, paragraph 3 of the Regulation, are reported in details as follows.

## **Article 6. Appointment of Processors, pursuant to art. 28, paragraph 2 of the Regulation, for the performance of the Services**

6.1 The Controller authorizes, in general, \_\_\_\_\_ to appoint Sub-Processors, who shall be acting as other processors pursuant to art. 28, paragraph 2 of the Regulation, for the performance of the Services (hereinafter "Sub-Processors").

6.2 Any Sub-Processors appointed by \_\_\_\_\_ shall be subject to the same legislative and contractual obligations which \_\_\_\_\_ is subject to as Processor.

6.3 That being the case, \_\_\_\_\_ shall inform Ducati of the appointed Sub-Processors and of their addition or replacement so as to give Ducati the opportunity to oppose these changes.

6.4 In the event that, for the performance of the "Contract", the Processor appoints Sub-Processors established in countries other than those belonging to the European Economic Area, personal data shall be transferred based on the adoption of an adequacy decision or, in any case, on suitable safeguards, pursuant to articles 44 and following of the Regulation, including, if necessary, the acceptance, signed by the data importer, of the standard data protection clauses approved by the European Commission pursuant to art. 93, paragraph 2 of the Regulation, or the adoption of binding corporate rules pursuant to art. 47 of the Regulation.

## **Article 7. Confidentiality clause**

The Processor is responsible for the confidentiality of data, even after the termination of the "Contract", and shall have the persons authorized to process Ducati's personal data as well as its employees to comply with the same confidentiality obligations.

## **Article 8. Data subject to the Processing**

Any operation or set of operations, as necessary for the performance of the activities covered by the Contract, which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

## **Article 9. Nature of the processing**

Paper and digital processing.

## **Article 10. Data Processing Purposes**

Purposes related to the provision of services performed by \_\_\_\_\_.

## **Article 11. Type of personal data and categories of Data Subjects**

- *common personal data*: the name;
- *identification data*: residence and domicile address, citizenship, e-mail address, telephone number, mobile number, tax identification code, age, sex, place and date of birth, identity card, qualification, employment status, company membership, professional role and

organizational area, type of contract, type of discomfort (necessary to fulfil Law obligations or Regulations);

- *categories*: the Data Subjects whose data are processed by Ducati as Controller.

## **Article 12. Processor's obligations and Data Subjects' rights**

12.1 The Processor shall take all necessary security measures so as to ensure that data are processed in a lawful, correct and transparent way, in a purpose-limited manner and with minimization, accuracy, limited retention period, integrity and confidentiality.

12.2 The Processor shall adopt an adequate level of security so as to mitigate the risks deriving from destruction, loss, modification, unauthorized disclosure or access, in an accidental or illegal manner, to personal data transferred, stored and processed in any way.

12.3 Taking into account the nature of the processing, these security measures may include:

- the ability to ensure confidentiality, integrity and availability on a permanent basis
- and the resilience of processing systems and services;
- the ability to promptly restore the availability and access of personal data in the event of a physical or technical incident;
- a procedure for testing, checking and regularly assessing the effectiveness of the security measures;
- an internal procedure to promptly notify the Controller in the event of a data breach;
- a processing register to be kept.

12.4 The Processor shall support the Controller, with adequate security measures, in facilitating the exercise of the rights and in satisfying the requests of the Data Subjects. 12.5 The Processor shall support the Controller in obtaining the approval of the Supervisory Authorities for the protection of personal data, if necessary.

## **Article 13. Second-party audit**

The Processor shall provide the Controller with all the information necessary to prove compliance with the obligations established by the current privacy legislation.

## **Article 14. Persons authorised to process data**

\_\_\_\_\_ is required to:

14.1 in performing the activities related to the Negotiations as well as the Contract/s, to take all reasonable measure so as to ensure the reliability of each person who shall have access to personal data in the availability of the Controller, due to any working and co-operation relationship established with \_\_\_\_\_;

14.2 to guarantee that the persons authorised to process personal data have received adequate instructions for compliance with the provisions referred to in the Regulation;

## **Article 15. Authorised signatories**

This document shall be signed by the corporate Resources having the necessary powers.

### **Signature of the Controller**

Signed by **Ducati Motor Holding S.p.A.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed:

\_\_\_\_\_

### **Signature of the Processor**

Signed by \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed:

\_\_\_\_\_