

LOAN FOR USE CONTRACT

(hereinafter "Contract")

between

DUCATI HOLDING S.p.A., – Sole Shareholder Company, subject to the direction and coordination of Audi AG – with registered offices in Bologna, at Via Cavalieri Ducati 3, Tax code 05113870967, in the person of its legal representatives (hereinafter "Bailor");

and

_____ born on _____ in _____, and resident at _____ Post code _____, City _____, Country _____, tax code _____, with driving licence no. _____ issued on _____ by _____, valid for riding the motorcycle being loaned for use;

(hereinafter "Bailee")

hereinafter jointly the "Parties".

Whereas:

- a) the Bailee intends to use the Motorcycle, as defined below, for the following purpose **World President Tour and Meeting 2023** ("Purpose") and for the following period **from June 4th – June 10th** ("Period");
- b) throughout the Period and for the Purpose noted above, the Motorcycle will be used exclusively by the Bailee;
- c) under the terms of this Contract, the Bailor intends to loan the Motorcycle for use to the Bailee, who intends to accept.

NOW THEREFORE all the above considered the Parties hereby agree as follows.

1. Recitals.

1.1 The recitals form an integral and substantial part of this Contract.

2. Object of the Contract.

2.1 At the terms and conditions of this Agreement, the Bailor consent the delivery and use on gratuitous loan to the Commodatary, which accepts, of the "Ducati" branded motorcycles whose models, colours, plate number and relevant accessories are listed in Annex B (hereinafter "Bikes").

2.2 The Bailee guarantees to the Bailor that the Motorcycle will be used exclusively by himself or herself for the Purpose and for the duration of the Period. Any other use of the Motorcycle is expressly forbidden, unless written authorisation is provided by the Bailor.

2.3 The Bailee acknowledges that the Motorcycle is and remains the exclusive property of the Bailor, who will have the power to verify its condition and the manner of use at any time.

2.4 The Bailee declares to have a valid driving licence valid for riding the Motorcycle on public roads. The Bailee agrees not to ride the Motorcycle abroad without prior written authorisation from Ducati. The Bailee, unless authorised in writing by Ducati, may not allow the use of the Motorcycle by any third party.

2.5 The Bailee ensures the Bailor that he/she has the technical skills to be able to ride the Motorcycle, commits to wearing apparel suitable for carrying out the Purpose, is in perfect psychological and physical condition and agrees to not use the Motorcycle in the event that such psychological and physical conditions deteriorate.

2.6 The Bailee declares to have checked the Motorcycle and found it in perfect condition, suitable for the Purpose and in accordance with the law, and commits to return it to the Bailor in the same state in which it was received, except for wear associated with normal use.

2.7 The Bailee declares that it expressly gives its consent as of now to the transmission of its personal data, as reported herein, by the Bailor to the police forces or other public authorities in relation to any request, dispute, sanction or measure related the riding of the Motorcycle in the period in which it is or has been in custody and availability of the Bailee under this agreement, such as - without limitation - infringements of road traffic regulations in Italy and abroad. In any case, the Bailee agrees to promptly repay to Ducati, upon the simple written request thereof, any sum that Ducati has or has had to pay as an administrative sanction or in relation to any other measure of a public authority related to infringements of road traffic regulations in Italy and abroad which occurred during the period in which the Motorcycle is or has been in custody and availability of the Bailee under this agreement.

2.8 The Bailor will have the right to request that the Bailee return the Motorcycle at any time, and the Bailee agrees to promptly return to the Bailor what has been requested and within the terms of the request.

3. Obligations of the Bailee.

3.1 The Bailee agrees to safeguard and preserve the Motorcycle in a reasonable and prudent manner and commits to hold harmless the Bailor against any claim, even financial, made by any person or entity for damage to things or people - Bailee and Motorcycle included - occurring during the validity of this Contract.

3.2 For the duration of this Contract the Bailee shall remain the sole custodian responsible for the Motorcycle with respect to the Bailor, and therefore will be responsible for any damage sustained by the Motorcycle including its theft, loss and destruction.

3.3 The Bailee agrees to bear all the expenses incurred in the use and preservation of the Motorcycle for the whole of the Period and additional expenses that may arise after its delivery to the Bailor and imputable, even indirectly, to the use by the Bailee.

3.4 It is expressly forbidden for the Bailee to transfer this Contract to third parties without the written consent of the Bailor.

4. Duration and restitution

4.1 This Contract shall enter into force on the date of its signing, and shall remain so, except as provided for in clause 2.5, until the end of the Period.

4.2 At the end of the Period, the Bailee will have to return the Motorcycle to the Bailor at its registered office.

5. Express termination clause

5.1 In the event that the Bailee breaches or fails to fulfil one of the obligations referred to in articles 2, 3 or 4, the Bailor shall have the right to terminate this Contract with immediate effect and to obtain from the Bailee the immediate return of the Motorcycle, as well as compensation for any damage caused by such breach.

6. Reference to the Italian Civil Code

6.1 Except as expressly provided for in this Contract, the provisions of the Italian Civil Code regarding loan for use will fully apply.

7. Jurisdiction

7.1 Any dispute concerning the interpretation, execution or termination of this Contract shall be subject to the sole jurisdiction of the Court of Bologna.

Bologna, _____

Francesco Milicia

Legal representative

Ducati Motor Holding S.p.A.

Patrizia Cianetti

Legal representative

Ducati Motor Holding S.p.A.

Place and date, _____

Bailee Signature

name and surname

Pursuant to articles 1341 and following of the Italian civil code, the Parties declare that they expressly approve the following clauses of the Contract: 2 ("Object of the Contract"), 3 ("Obligations of the Bailee"), 5 ("Express termination clause") and 7 ("Jurisdiction").

Bologna, _____

Francesco Milicia

Legal representative

Ducati Motor Holding S.p.A.

Patrizia Cianetti

Legal representative

Ducati Motor Holding S.p.A.

Place and date, _____

Bailee Signature

name and surname

Annex A
Indemnity for road use

THE UNDERSIGNED _____
BORN IN _____ ON _____
AND RESIDENT IN _____
STREET ADDRESS _____
POST CODE _____
CITY _____
COUNTRY _____
TELEPHONE NUMBER _____
EMAIL ADDRESS _____
HAVING DRIVING LICENCE NO. _____ ISSUED ON _____ BY _____
VALID FOR RIDING MOTORCYCLES OF THE TYPE OF THE MOTORCYCLE (AS DEFINED BELOW).
In case of emergency contact: Name _____, Surname _____, Phone _____

DECLARE

- 1) to have requested a loan for use - to ride exclusively on the road (hereinafter "Use") - from Ducati Motor Holding S.p.a., - Sole Shareholder Company, subject to the Direction and Coordination of Audi AG - (hereinafter "Ducati") , the motorcycle type _____ number plate _____ owned by Ducati (hereinafter "Motorcycle"), committing to return it upon Ducati's simple request;
- 2) to have the technical skills to ride the Motorcycle;
- 3) to have personally verified the efficiency, fitness and safety of the Motorcycle;
- 4) to return the Motorcycle upon a simple request from Ducati;
- 5) to agree to wear suitable apparel during the Use;
- 6) to be aware of general traffic safety rules;
- 7) to exempt Ducati, within the limits permitted by law, from any liability for direct or indirect damages to persons or property suffered during the Use and thus forfeiting any kind of claim - financial and otherwise - against Ducati, its employees and directors;
- 8) to indemnify and hold harmless Ducati for any damages caused by the undersigned to third parties or for fines imposed on the undersigned during the Use, indemnifying Ducati against any sums of money that it has to pay to third parties for such damages and/or fines;
- 9) to be in perfect psychological and physical condition and agreeing to not use the Motorcycle in the event that such psychological and physical condition should deteriorate.

Place and Date _____ Signature _____

Privacy Notice - General Regulation for the Protection of Personal Data - "Regulation"

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

1. Purposes of processing and consequences in case of refusal to provide your personal data

Ducati processes the personal data that you provide when you register for test ride events to ride our motorcycles and the data collected during such tests (Test Ride, hereinafter referred to as "Test Rides").

Ducati processes your personal data for the purposes described below.

a) Purposes necessary for the management of your participation in our Test Rides

Ducati processes your personal data to the extent necessary to manage your participation in the Test Rides. This means we process your personal data to manage the loan-for-use agreement for the Ducati motorcycle that will be used during the Test Rides, including the payment profile.

Ducati also processes your personal data to comply with legal and regulatory obligations connected with the management of the Test Rides (for example concerning administrative and accounting matters) and to exercise legal claims.

For these purposes, we process such data as name and surname, gender, e-mail, telephone number, date of birth, data relating to residence/domicile (city, post code, country, province/region), driver's licence data.

For the purposes mentioned above, you need to provide your personal data. Your refusal to do so will prevent you from taking part in our Test Rides.

b) Further purposes

With your optional consent, Ducati will use your data for marketing purposes, i.e. to send you promotional newsletters, commercial or advertising communications on the sales and promotional initiatives of Ducati, its sales and service network and its partners, for direct sales, market research and satisfaction surveys, as well as for statistical analyses with data in aggregate and anonymous form.

Marketing activities are carried out via e-mail, newsletters, live operator telephone calls, SMS and MMS messages, chats, instant messaging, social networks and conventional mail. We may also be sending invitations to events organised by Ducati or in which Ducati participates. You may indicate your preferred method of contact among those listed above and may refuse to receive promotional communications through any one or all of the channels of communication mentioned above at any time.

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. For these profiling activities we collect also the following information: information we obtain from comparison between information we have with data generally available to the public, for example social network profiles that you decided to make publicly available; information collected through cookies and other tracking technologies on the Site (please refer to our Cookie Policy, available on the home page of the Site (<https://www.ducati.com/it/it/home>)); information collected through data detection systems on your motorcycle - as applicable and only in compliance with the Regulation. Tailored marketing activities are carried out by e-mail (newsletters), telephone, SMS and MMS messages, chats, banners on website, instant messaging, social networks and conventional mail, including invitations to events.

During the Test Rides indicated in the following section regarding the Authorisation to Use Your Image, Ducati takes photographs and records videos using film cameras/cameras/video cameras or other similar tools. With your optional consent, Ducati may thus collect personal data about you, such as your image, voice, your experience during the Test Ride (such data is hereinafter collectively referred to as "Images").

The Images, alone and/or in combination with other images, are used by Ducati for commercial purposes and to promote its corporate image by means of dissemination, during and after the Test Ride, through such means as Ducati may deem suitable, such as conventional press media and also through digital means - for example dissemination through Internet sites, apps, Ducati blogs or Ducati social media accounts. For more information on the use of your Images, please read the following section on [Authorisation to Use Your Image](#).

Providing your personal data for marketing and profiling purposes and for the purpose of promoting the Ducati's image as indicated above is optional and your refusal to do so will not affect your ability to take part in the Test Rides.

2. Data processing method and legal bases

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

The data may be provided by you at the time of registration for our Test Rides, when registering in our points of sale on paper forms and/or on electronic means, acquired during visits to our dealers and resellers, provided during events, fairs and shows in which Ducati participates or organised by Ducati, members of the Ducati sales and assistance network or by Ducati's commercial partners, or provided during your interaction with Ducati's websites, internet and *mobile* applications.

In compliance with the Regulations, your personal data is used to update and rectify the information collected previously.

Ducati processes your personal data on the basis of the following criteria of legitimacy:

- your consent
- Ducati's legitimate interest in carrying out commercial activities;
- fulfilling obligations arising out of a contract between you and Ducati;
- the fulfilment of legal obligations.

3. Recipients of your personal data

Personal data is accessible to our duly authorised personnel (e.g. personnel of departments in charge of Test Rides, DRE, Sales & Marketing, CRM, Service, IT) as needed, and is disclosed to third parties in the following cases: (i) when disclosure is required by applicable laws and regulations with respect to legitimate third party recipients of communications such as authorities and public bodies for their respective institutional purposes; (ii) when disclosure to third parties is necessary to perform a contract or pre-contractual activities activated by your request, e.g. communication of your data to one of our Dealers or business partners to enable it to provide you with the information, products or services requested by you; (iii) in case of disclosure to third parties in the event of extraordinary transactions (e.g. mergers, acquisitions, sale of business, etc.).

Your personal data are also shared with our service providers, e.g. services of a technical and organisational nature for the purposes specified above, like independent contractors, even with associates, delivery, marketing and payment management companies. We provide these entities with only the data necessary to perform the agreed services and they act as Data Processors, based on the instructions received from Ducati.

Finally, in order to provide you with the Ducati products and services you have requested (e.g. to ensure that you may obtain the same benefits worldwide), other companies in the Ducati Group, importers, dealers and our commercial partners may access your personal data under applicable privacy law.

Ducati will not disclose your data to third parties in order for them to use it for their own marketing purposes.

4. Transfer of personal data outside the European Union

Some of the companies of the Ducati Group, the sales network or third parties contractually linked to Ducati that may access your personal data are also established outside the European Union, in countries that do not guarantee an adequate level of protection of personal data according to the standards established by the Regulation. Ducati takes the necessary precautions for a legitimate transfer of data (e.g. through the implementation of Standard Contractual Clauses approved by the European Commission). You may request information on the cross-border transfer of your personal data at any time by contacting Ducati or Ducati's Data Protection Officer at the addresses provided below.

5. Storage of personal data

Your personal data are kept by Ducati for the time strictly necessary to pursue the purposes for which they are collected and for the fulfilment of the obligations of law (e.g. for administrative-accounting purposes).

Conservation for longer periods occurs only if permitted by law and in the event of legal defence of rights. When the purposes are exhausted, 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.

6. Data Controller and Data Protection Officer

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 Officer is domiciled at the headquarters of the Data Controller and can be contacted at the following email address: privacy@ducati.com.

7. Your rights

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

I have read and understood the privacy policy concerning the processing of my personal data by Ducati Motor Holding S.p.A.:

- for marketing activities via e-mail (newsletters), telephone, SMS and MMS messages, chats, banners on websites, instant messaging, social networks, and conventional mail

I consent to the processing

- for the purposes of profiling and sending tailored communications via e-mail (newsletters), telephone, SMS and MMS messages, chats, instant messaging, social networks, and conventional mail

I consent to the processing

Authorisation to Use Your Image

a) I,

Name _____ Surname _____

born in _____ on ___/___/___

residing in _____

nationality _____ e-mail _____

with reference to the Test Rides promoted by Ducati Motor Holding S.p.A. - Sole Shareholder Company, subject to the management and coordination of AUDI AG - with registered offices at Via Cavalieri Ducati, 3 - 40132 Bologna (hereinafter referred to as "Ducati") and in which I am participating,

AUTHORISE

Ducati to take my picture with a film camera/camera/video camera or other similar device and record the sound of my voice (hereinafter jointly referred to as "Images") during the Test Rides I am participating in, that will take place at _____ on date _____

AND I DECLARE

(i) that I grant Ducati any and all rights to use my image and the sound of my voice and image as taken, alone and/or in combination with other images, without restriction of place, use, time and means for commercial purposes and promotion of Ducati's corporate image, and in particular for their dissemination during and after the Test Rides also through digital initiatives, such as websites, apps, Ducati blogs, or Ducati social media accounts;

(ii) that I hereby waive any claim or request, even of a financial nature, against Ducati for the use of my/our image and sound of my/our voice under the preceding clause (i).

(iii) have read, as interested part, the information contained in the disclosure above and expressly agree to my personal data treatment by Ducati Motor Holding S.p.A. for the purposes indicated therein.

This authorisation does not allow the use of the image in contexts that compromise my personal dignity or decorum and, in any case, for any use and/or purposes other than those expressly indicated above.

Read, confirmed and signed

Place and Date _____

Signature

Annex B
Models

MODEL	VIN	PLATE
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