



FERRARI N.V.

(a public limited liability company incorporated under the laws of the Netherlands)

€650,000,000 1.500 per cent. Notes due 27 May 2025

Issue price: 98.898 per cent.

The €650,000,000 1.500 per cent. Notes due 27 May 2025 (the **Notes**) will be issued by Ferrari N.V. (the **Issuer**) on 27 May 2020 (the **Issue Date**).

The Notes will bear interest from the Issue Date at the rate of 1.500 per cent. per annum payable annually in arrear on 27 May each year, commencing on 27 May 2021. Unless previously redeemed or purchased and cancelled, the Notes will be redeemed in full at their principal amount on 27 May 2025 (the **Maturity Date**). The Notes are subject to redemption, in whole but not in part, at their principal amount at the option of the Issuer at any time in the event of certain changes affecting taxation in the Netherlands and/or the Republic of Italy. See “*Conditions of the Notes—Redemption and Purchase*”. In addition, the Issuer will have the option to redeem in whole or in part the Notes at any time prior to the Maturity Date at a redemption price equal to 100 per cent. of their principal amount plus a “make-whole” premium, together with any accrued and unpaid interest in accordance with the provisions set out in “*Conditions of the Notes—Redemption and Purchase—Make-whole Redemption by the Issuer*”.

This prospectus (the **Prospectus**) has been approved by the Central Bank of Ireland (the **Central Bank**) in its capacity as competent authority under the Prospectus Regulation (as defined below). The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and the European Union (Prospectus) Regulations 2019 (as defined below). Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made for the Notes to be admitted to listing on the official list (the **Official List**) of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) and admitted to trading on the regulated market of Euronext Dublin with effect from the Issue Date. This Prospectus is valid until the date of admission of the Notes to trading on the regulated market of Euronext Dublin. The obligation to prepare a supplement to this Prospectus in the event of any significant new factor, material mistake or inaccuracy does not apply when the Prospectus is no longer valid.

References in this Prospectus to Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on the regulated market of Euronext Dublin and have been admitted to the Official List of Euronext Dublin. Euronext Dublin is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended, **MiFID II**).

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act (**Regulation S**).

The Notes will initially be represented by a temporary global note (the **Temporary Global Note**), without interest coupons, which will be deposited on or about the Issue Date with a common depositary for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**). Interests in the Temporary Global Note will be exchangeable for interests in a permanent global note (the **Permanent Global Note** and, together with the Temporary Global Note, the **Global Notes**), without interest coupons, on or after 6 July 2020 (the **Exchange Date**), upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Note will be exchangeable for definitive Notes only in certain limited circumstances. See “*Summary of Provisions relating to the Notes while represented by the Global Notes*”.

An investment in Notes involves certain risks. Prospective investors should have regard to the factors described under the heading “Risk Factors” on page 1.

Joint Lead Managers

Banca IMI

Barclays

BNP PARIBAS

BofA Securities

Goldman Sachs International

J.P. Morgan

UniCredit Bank

The date of this Prospectus is 21 May 2020.

This Prospectus constitutes a prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 (the **Prospectus Regulation**) and for the purposes of the European Union (Prospectus) Regulations 2019 (SI 380/2019) of the Republic of Ireland (the **European Union (Prospectus) Regulations 2019**).

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Issuer, having made all reasonable enquiries, confirms that this Prospectus contains all material information with respect to the Issuer and the Notes (including the necessary information which, according to the particular nature of the Issuer and of the Notes, is material to an investor for making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer), that the information contained or incorporated in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Prospectus are honestly held and that there are no other facts the omission of which would make this Prospectus or any of such information or the expression of any such opinions or intentions misleading. The Issuer accepts responsibility accordingly.

None of the Joint Lead Managers (as described under “*Subscription and Sale*”, below) or the Trustee have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Lead Managers or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuer in connection with the offering of the Notes. No Joint Lead Manager or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with the offering of the Notes or their distribution.

No person is or has been authorised by the Issuer or the Trustee to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the offering of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, any of the Joint Lead Managers or the Trustee.

Neither this Prospectus nor any other information supplied in connection with the offering of the Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, any of the Joint Lead Managers or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the offering of the Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the offering of the Notes constitutes an offer or invitation by or on behalf of the Issuer, any of the Joint Lead Managers or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Prospectus nor the offering, sale or delivery of the Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the offering of the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Joint Lead Managers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor in the Notes of any information coming to their attention. The Notes have not been and will not be registered under the Securities Act and are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to U.S. persons. For a further description of certain restrictions on the offering and sale of the Notes and on distribution of this document, see “*Subscription and Sale*” below.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Joint Lead Managers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the

Issuer, the Joint Lead Managers or the Trustee which is intended to permit a public offering of the Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the EEA (including Belgium and the Republic of Italy and, for these purposes, the United Kingdom), Singapore and Switzerland. See “*Subscription and Sale*”.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Notes are legal investments for it, (ii) the Notes can be used as collateral for various types of borrowing, and (iii) other restrictions apply to its purchase or pledge of the Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should: (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor’s currency; (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

IN CONNECTION WITH THE ISSUE OF THE NOTES, BNP PARIBAS AS STABILISING MANAGER (THE STABILISING MANAGER) (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE

ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

In this Prospectus, unless otherwise specified, the terms the **Issuer** and **Ferrari** refer to Ferrari N.V. and references to the **Group** refer to Ferrari N.V., together with its subsidiaries. References to **FCA** or **FCA Group** refer to Fiat Chrysler Automobiles N.V., together with its subsidiaries, following completion of the merger of Fiat S.p.A. with and into FCA on 12 October 2014, or to Fiat S.p.A. together with its subsidiaries, prior to the merger of Fiat S.p.A. with and into FCA, as the context may require.

All references in this document to **U.S. dollars**, **U.S.\$** and **\$** refer to the currency of the United States of America, to **euro** and **€** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended, and to **Sterling** and **£** refer to the currency of the United Kingdom.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

The conditions of the Notes are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus.

The Notes bear a fixed rate of interest. Investment in fixed rate notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed rate notes.

MARKET AND INDUSTRY INFORMATION

This Prospectus includes and refers to industry and market data derived from or based upon a variety of official, non-official and internal sources, such as internal surveys and management estimates, market research, publicly available information and industry publications.

Market share, ranking and other data contained in this Prospectus may also be based on the Group's good faith estimates, the Group's own knowledge and experience and such other sources as may be available. Industry publications and surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information. The information in this Prospectus that has been sourced from third parties has been accurately reproduced and, as far as the Issuer is aware and has been able to ascertain from information published by such third parties, no facts have been omitted that would render the reproduced information inaccurate or misleading. Neither the Issuer nor the Joint Lead Managers make any representation as to the accuracy or completeness of any such third party information in this Prospectus. Although the Issuer believes that this information is reliable, the Issuer has not independently verified the data from third party sources.

CONTENTS

	Page
Risk Factors	1
Documents Incorporated by Reference.....	24
Conditions of the Notes	26
Summary of Provisions Relating to the Notes While Represented by the Global Notes	38
Use and Estimated Net Amount of Proceeds	41
Description of the Issuer and the Group	42
Taxation	59
Subscription and Sale	71
General Information	75

RISK FACTORS

The Issuer believes that the following factors may affect the value of the Notes or its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur.

Certain factors that are material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but other factors which the Issuer may not consider to be significant risks based on information currently available to it may become important factors affecting the Issuer or the Notes. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Words and expressions defined in “Conditions of the Notes” shall have the same meanings in these risk factors.

FACTORS THAT MAY AFFECT THE ISSUER’S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE NOTES

Risks Related to the Group’s Business, Strategy and Operations

The Group may not succeed in preserving and enhancing the value of the Ferrari brand, which the Group depends upon to drive demand and revenues.

The Group’s financial performance is influenced by the perception and recognition of the Ferrari brand, which, in turn, depends on many factors such as the design, performance, quality and image of its cars, the appeal of its dealerships and stores, the success of its promotional activities including public relations and marketing, as well as its general profile, including its brand’s image of exclusivity. The value of the brand and the Group’s ability to achieve premium pricing for Ferrari-branded products may decline if it is unable to maintain the value and image of the Ferrari brand, including, in particular, its aura of exclusivity. Maintaining the value of the brand will depend significantly on the Group’s ability to continue to produce luxury performance cars of the highest quality. The market for luxury goods generally and for luxury automobiles in particular is intensely competitive, and the Group may not be successful in maintaining and strengthening the appeal of its brand. Client preferences, particularly among luxury goods, can vary over time, sometimes rapidly. The Group is therefore exposed to changing perceptions of its brand image, particularly as it seeks to attract new generations of clients and, to that end, it continuously renovates and expands the range of its models. For example, the gradual expansion of hybrid engine and electric engine technology (already integrated in past models such as the LaFerrari and the LaFerrari Aperta, as well as in the new SF90 Stradale) will introduce a notable change in the overall driver experience compared to the combustion engine cars of the Group’s models to date. Any failure to preserve and enhance the value of the brand may materially and adversely affect the Group’s ability to sell its cars, to maintain premium pricing, and to extend the value of the brand into other activities profitably or at all.

The Group selectively licenses the Ferrari brand to third parties that produce and sell Ferrari-branded luxury goods and therefore relies on its licensing partners to preserve and enhance the value of the brand. If its licensees or the manufacturers of these products do not maintain the standards of quality and exclusivity that the Issuer believes are consistent with the Ferrari brand, or if such licensees or manufacturers otherwise misuse the Ferrari brand, the Group’s reputation and the integrity and value of its brand may be damaged and the Group’s business, operating results and financial condition may be materially and adversely affected. In addition, the Issuer has recently announced a brand diversification strategy that will significantly increase the deployment of its brand in non-car products and experiences. If this strategy is not successful, its brand image may be diluted or tainted.

The Group’s brand image depends in part on the success of its Formula 1 racing team.

The prestige, identity, and appeal of the Ferrari brand depend in part on the continued success of the Scuderia Ferrari racing team in the Formula 1 World Championship. The racing team is a key component of the Group’s marketing strategy and may be perceived by its clients as a demonstration of the technological capabilities of its sports, GT, special series and Icona cars, which also supports the appeal of other Ferrari-branded luxury goods. The Group has focused on restoring the success of its Formula 1 racing team as its most recent Drivers’ Championship and Constructors’ Championship were in 2007 and 2008, respectively. The Group is focused on

improving its racing results and restoring its historical position as the premier racing team. If the Group is unable to attract and retain the necessary talent to succeed in international competitions or devote the capital necessary to fund successful racing activities, the value of the Ferrari brand and the appeal of its cars and other luxury goods may suffer. Even if the Group is able to attract such talent and adequately fund its racing activities, there is no assurance that this will lead to competitive success for its racing team.

The success of the Group's racing team depends in particular on its ability to attract and retain top drivers, racing team management and engineering talent. The Group's primary Formula 1 drivers, team managers and other key employees of Scuderia Ferrari are critical to the success of its racing team and if the Group were to lose their services, this could have a material adverse effect on the success of its racing team and correspondingly the Ferrari brand. If the Group is unable to find adequate replacements or to attract, retain and incentivise drivers and team managers, other key employees or new qualified personnel, the success of its racing team may suffer. As the success of the Group's racing team forms a large part of its brand identity, a sustained period without racing success could detract from the Ferrari brand and, as a result, potential clients' enthusiasm for the Ferrari brand and their perception of its cars, which could have an adverse effect on the Group's business, results of operations and financial condition.

If the Group is unable to keep up with advances in high performance car technology, its brand and competitive position may suffer.

Performance cars are characterised by leading-edge technology that is constantly evolving. In particular, advances in racing technology often lead to improved technology in road cars. Notwithstanding its significant investments in research and development, the Group may be unable to maintain its leading position in high performance car technology and, as a result, its competitive position may suffer. As technologies change, the Group plans to upgrade or adapt its cars and introduce new models in order to continue to provide cars with the latest technology. However, its cars may not compete effectively with its competitors' cars if the Group is not able to develop, source and integrate the latest technology into its cars. For example, in the next few years luxury performance cars will increasingly transition to hybrid and electric technology, albeit at a slower pace compared to mass market vehicles. See "*The introduction of hybrid and electric technology in the Group's cars is costly and its long term success is uncertain*". The Group is also increasingly investing in connectivity, which requires significant research and development activities; a high degree of connectivity for purposes of infotainment, safety and regulatory compliance is expected to be a key requirement of future generation of cars.

Developing and applying new automotive technologies is costly, and may become even more costly in the future as available technology advances and competition in the industry increases. If the Group's research and development efforts do not lead to improvements in car performance relative to the competition, or if the Group is required to spend more to achieve comparable results, sales of its cars or its profitability may suffer.

If the Group's car designs do not appeal to clients, its brand and competitive position may suffer.

Design and styling are an integral component of the Group's models and its brand. The Group's cars have historically been characterised by distinctive designs combining the aerodynamics of a sports car with powerful, elegant lines. The Issuer believes that its clients purchase Ferrari cars for their appearance as well as their performance. However, the Group will need to renew over time the style of its cars to differentiate the new models it produces from older models, and to reflect the broader evolution of aesthetics in its markets. If the design of future models fails to meet the evolving tastes and preferences of clients and prospective clients, or the appreciation of the wider public, the brand may suffer and the Group's sales may be adversely affected.

The value of the Group's brand depends in part on the automobile collector and enthusiast community.

An important factor in the connection of clients to the Ferrari brand is the strong relationship with the global community of automotive collectors and enthusiasts, particularly collectors and enthusiasts of Ferrari automobiles. This is influenced by the Group's close ties to the automotive collectors' community and its support of related events (such as car shows and driving events) at its headquarters in Maranello and through its dealers, the Ferrari museums and affiliations with regional Ferrari clubs. The support of this community also depends upon the perception of its cars as collectibles, which the Group also supports through the Ferrari Classiche services, and the active resale market for its automobiles which encourages interest over the long term. The increase in the number of cars the Group produces relative to the number of automotive collectors and purchasers in the secondary market may adversely affect its cars' value as collectible items and in the secondary market more broadly.

If there is a change in collector appetite or damage to the Ferrari brand, the Group's ties to, and the support it receives from, this community may be diminished. Such a loss of enthusiasm for its cars from the automotive collectors' community could harm the perception of the Ferrari brand and adversely impact the Group's sales and profitability.

The introduction of hybrid and electric technology in the Group's cars is costly and its long term success is uncertain.

The Group is gradually but rapidly introducing hybrid and electric technology in its cars. In accordance with its strategy, the Issuer believes hybrid and electric technology will be key to providing continuing performance upgrades to its sports car customers, and will also help it capture the preferences of the urban, affluent GT cars purchasers whom it is increasingly targeting, while helping the Group meet increasingly stricter emissions requirements.

In 2019, the Group launched the SF90 Stradale (shipments of which are expected to begin in 2020), the first series production Ferrari to feature Plug-in Hybrid Electric Vehicle (PHEV) architecture, integrating the internal combustion engine with three electric motors. Some of the Group's past models, such as LaFerrari and LaFerrari Aperta, have also included hybrid technology. The integration of hybrid and electric technology more broadly into the Group's car portfolio over time may present challenges and costs. The Issuer expects to increase research and development (R&D) spending in the medium term particularly on hybrid and electric technology-related projects. Although the Issuer expects to price its hybrid and electric cars appropriately to recoup the investments and expenditures it is making, it cannot be certain that these expenditures will be fully recovered. In addition, this transformation of the Group's car technology creates risks and uncertainties such as the impact on driver experience, and the impact on the cars' residual value over time, both of which may be met with an unfavourable market reaction. Other manufacturers of luxury sports cars may be more successful in implementing hybrid and electric technology. In the long term, although the Issuer believes that combustion engines will continue to be fundamental to the Ferrari driver experience, hybrid and pure electric cars may become the prevalent technology for performance sports cars thereby displacing combustion engine models. See also "If the Group is unable to keep up with advances in high performance car technology, its brand and competitive position may suffer."

Because hybrid and electric technology is a core component of its strategy, and the Group expects that a significant portion of its shipments in the medium term will consist of vehicles that feature hybrid and electric technology, if the introduction of hybrid and electric cars proves too costly or is unsuccessful in the market, the Group's business and results of operations could be materially adversely affected.

The Group's growth strategy exposes it to risks.

The Group's growth strategy includes a controlled expansion of its sales and operations, including the launching of new car models and expanding sales, as well as dealer operations and workshops, in targeted growth regions internationally. In particular, the Group's growth strategy requires it to expand operations in regions that it has identified as having relatively high growth potential. The Group may encounter difficulties in entering and establishing itself in these markets, including in establishing new successful leadership networks and facing more significant competition from its competitors that are already present in those regions.

The Group's growth depends on the continued success of its existing cars, as well as the successful introduction of new cars. The Group's ability to create new cars and to sustain existing car models is affected by whether it can successfully anticipate and respond to consumer preferences and car trends. The failure to develop successful new cars or delays in their launch that could result in others bringing new products and leading-edge technologies to the market first, could compromise the Group's competitive position and hinder the growth of its business. As part of its growth strategy, the Issuer plans to broaden the range of the Group's models to capture additional customer demand for different types of vehicles and modes of utilisation. At its Capital Markets Day in September 2018, the Issuer announced its plan to introduce 15 new models in the 2019-2022 period (which is unprecedented for Ferrari over a similar time period), including the Icona limited editions, a new concept that takes inspiration from its iconic cars of the past and interprets them in a modern way with innovative technology and materials. In the GT range, the Group is developing a luxury high performance vehicle, the Purosangue, and it is planning a new line of cars powered by V6 engines. In addition, it will gradually but rapidly expand the use of hybrid and electric technology in its road cars, consistent with customer preferences and broader industry trends. While it will seek to ensure that these changes remain fully consistent with the Ferrari car identity, the Issuer cannot be certain that they will prove profitable and commercially successful.

Its growth strategy may expose the Group to new business risks that it may not have the expertise, capability or the systems to manage. This strategy will also place significant demands on it by requiring it to continuously evolve and improve its operational, financial and internal controls. Continued expansion also increases the challenges involved in maintaining high levels of quality, management and client satisfaction, recruiting, training and retaining sufficient skilled management, technical and marketing personnel. If the Group is unable to manage these risks or meet these demands, its growth prospects and its business, results of operations and financial condition could be adversely affected.

The Group continuously improves its international network footprint and skill set. The Issuer also plans to open additional retail stores in international markets. The Group does not yet have significant experience directly operating in many of these markets, and in many of them it faces established competitors. Many of these countries have different operational characteristics, including but not limited to employment and labor, transportation, logistics, real estate, environmental regulations and local reporting or legal requirements.

Consumer demand and behaviour, as well as tastes and purchasing trends may differ in these markets, and as a result, sales of the Group's products may not be successful, or the margins on those sales may not be in line with those it currently anticipates. Furthermore, such markets will have upfront short-term investment costs that may not be accompanied by sufficient revenues to achieve typical or expected operational and financial performance and therefore may be dilutive to the Group in the short-term. In many of these countries, there is significant competition to attract and retain experienced and talented employees.

Consequently, if the Group's international expansion plans are unsuccessful, its business, results of operations and financial condition could be materially adversely affected.

The Group's low volume strategy may limit potential profits, and if volumes increase the brand exclusivity may be eroded, which would adversely affect the Group's business.

A key to the appeal of the Ferrari brand and the Group's marketing strategy is the aura of exclusivity and the sense of luxury which the brand conveys. A central facet to this exclusivity is the limited number of models and cars the Group produces and its strategy of maintaining its car waiting lists to reach the optimal combination of exclusivity and client service. The Group's low volume strategy is also an important factor in the prices that its clients are willing to pay for its cars. This focus on maintaining exclusivity limits the Group's potential sales growth and profits compared to manufacturers less reliant on the exclusivity of their products.

On the other hand, the Group's current growth strategy contemplates a measured but significant increase in car sales above current levels as it targets a larger customer base and modes of use, it increases its focus on GT cars, and its product portfolio evolves with a broader product range. The Group sold 10,131 cars in 2019, compared to 7,255 cars in 2014, and sales are expected to continue to increase gradually.

In pursuit of its strategy, the Group may be unable to maintain the exclusivity of the Ferrari brand. If it is unable to balance brand exclusivity with increased production, the Group may erode the desirability and ultimately the consumer demand for its cars, which would adversely affect the Group's business. As a result, if the Group is unable to increase car production meaningfully or introduce new car models without eroding the image of exclusivity in the brand it may be unable to significantly increase its revenues.

The small number of car models the Group produces and sells may result in greater volatility in its financial results.

The Group depends on the sales of a small number of car models to generate its revenues. The Group's current product range consists of nine range models (including five sports cars and four GT cars) and two special series cars, as well as its limited edition Icona cars. While the Issuer anticipates significantly expanding its car offerings as part of its growth strategy, through the previously announced plan to introduce 15 new products in the 2019-2022 period, a limited number of models will continue to account for a large portion of the Group's revenues at any given time in the foreseeable future, compared to other automakers. Therefore, a single unsuccessful new model would harm the Group more than it would other automakers. There can be no assurance that the Group's cars will continue to be successful in the market, or that the Group will be able to launch new models on a timely basis compared to its competitors. It generally takes several years from the beginning of the development phase to the start of production for a new model and the car development process is capital intensive. As a result, the Group would likely be unable to replace quickly the revenue lost from one of its main car models if it does not achieve market acceptance. Furthermore, the Group's revenues and profits may

also be affected by its “special series” and limited edition cars (including the Icona limited editions) that it launches from time to time and which are typically priced higher than its range models. There can be no assurance that the Group will be successful in developing, producing and marketing additional new cars that will sustain sales growth in the future.

The Group’s success depends largely on the ability to attract, retain and incentivise senior executives and other key employees.

The Group’s success depends on the ability of its senior executives and other members of management to effectively manage its business as a whole and individual areas of the business. Most of the Group’s senior executives and employees, including many highly skilled engineers, technicians and artisans, are required to work from the Group’s offices and production facilities in and around Maranello, Italy. If the Group were to lose the services of any of these senior executives or key employees, this could have a material adverse effect on the Group’s business, operating results and financial condition. The Issuer has developed incentive plans aimed at retaining and incentivising these senior executives and employees, as well as management succession plans that it believes are appropriate in the circumstances, although it is difficult to predict with any certainty that it will replace these individuals with persons of equivalent experience and capabilities. If the Group is unable to find adequate replacements or to attract, retain and incentivise senior executives, other key employees or new qualified personnel, its business, results of operations and financial condition may suffer.

The Group relies on its dealer network to provide sales and services.

The Group does not own its Ferrari dealers and virtually all of its sales are made through its network of dealerships located throughout the world. If such dealers are unable to provide sales or service quality that the Group’s clients expect or do not otherwise adequately project the Ferrari image and its aura of luxury and exclusivity, the Ferrari brand may be negatively affected. The Group depends on the quality of its dealership network and its business, operating results and financial condition could be adversely affected if such dealers suffer financial difficulties or otherwise are unable to perform to the Group’s expectations. Furthermore, the Group may experience disagreements or disputes in the course of its relationship with its dealers or upon termination which may lead to financial costs, disruptions and reputational harm.

The Group’s growth strategy also depends on its ability to attract a sufficient number of quality new dealers to sell its products in new areas. The Group may face competition from other luxury performance car manufacturers in attracting quality new dealers, based on, among other things, dealer margin, incentives and the performance of other dealers in the region. If the Group is unable to attract a sufficient number of new Ferrari dealers in targeted growth areas, its prospects could be materially adversely affected.

The Group depends on its manufacturing facilities in Maranello and Modena.

The Group assembles all of the cars that it sells and manufactures, and all of the engines it uses in its cars and sells to Maserati, at its production facility in Maranello, Italy, where it also have its corporate headquarters. The Group manufactures all of its car chassis in a nearby facility in Modena, Italy. The Group’s Maranello or Modena plants could become unavailable either permanently or temporarily for a number of reasons, including contamination, power shortage or labour unrest. Alternatively, changes in law and regulation, including export, tax and employment laws and regulations, or economic conditions, including wage inflation, could make it uneconomic for the Group to continue manufacturing its cars in Italy. Should the Group be unable to continue production at either of these facilities or it became uneconomic for it to continue to do so, it would need to seek alternative manufacturing arrangements which would take time and reduce its ability to produce sufficient cars to meet demand. Moving manufacturing to other locations may also affect the perception of the brand and car quality among the Group’s clients. Such a transfer would materially reduce the Group’s revenues and could require significant investment, which as a result could have a material adverse effect on its business, results of operations and financial condition.

Maranello and Modena are located in the Emilia-Romagna region of Italy which has the potential for seismic activity. For instance, in 2012 a major earthquake struck the region, causing production at the Group’s facilities to be temporarily suspended for a day. If major disasters such as earthquakes, fires, floods, hurricanes, wars, terrorist attacks, pandemics or other events occur, the Group’s headquarters and production facilities may be seriously damaged, or the Group may stop or delay production and shipment of its cars. See “*The Group is subject to risks related to the future evolution of and response to the Coronavirus pandemic that may materially and adversely affect its business*” and “*Global economic conditions and macro events may adversely affect the*

Group” for a discussion of the recent Coronavirus outbreak. As such damage from disasters or unpredictable events could have a material adverse impact on the Group’s business, results from operations and financial condition.

The Group is subject to risks related to the future evolution of and response to the Coronavirus pandemic that may materially and adversely affect its business

The global spread of COVID-19 (**Coronavirus**), a virus causing potentially deadly respiratory tract infections, which was declared a global pandemic by the World Health Organization in March 2020, has led to governments around the world mandating increasingly restrictive measures to contain the pandemic, including social distancing, quarantine, “shelter in place” or similar orders, travel restrictions and suspension of non-essential business activities. Those measures, though temporary in nature, may continue for an extended period of time and intensify depending on developments in the Coronavirus pandemic, including potential subsequent waves of the outbreak. Beginning in mid-March 2020, the Group suspended production at its plants in Maranello and Modena, while implementing remote working arrangements for all non-manufacturing related activities. In line with the Italian government’s plan to ease restrictions on business activities, implemented as a result of the Coronavirus pandemic, Ferrari gradually restarted production at its Maranello and Modena plants on 4 May 2020, returning to full production on 8 May 2020. All business activities that are currently being performed through remote working arrangements will continue to operate in this manner.

In connection with the Coronavirus outbreak and related government measures, the Group experienced delays in shipments of cars due to restrictions on dealers’ activities or the inability of customers to take delivery of cars, and it is not currently known when dealers will reopen in the Group’s end markets, and what operating restrictions they will need to adopt. While production activities at the Group’s plants restarted in early May 2020, and although the Group has implemented several measures (including its “Back on Track” programme) as further described under “Recent Developments”) in an attempt to manage and mitigate the effects of the virus, the Group is unable to predict the ultimate impact from Coronavirus. For example, the Group may yet experience a new shutdown or slowdown of all or part of its manufacturing facilities, including in the event the Group’s employees are diagnosed with Coronavirus or its supply chains are disrupted, or in the event a second wave of disease leads to new government actions.. Management time and resources may need to be spent on Coronavirus- related matters, distracting from the implementation of the Group’s strategy. In addition, the prophylactic measures the Group will be required to adopt at its facilities may be costly and may affect production levels. The Group’s suppliers, customers, dealers, franchisees and other contractual counterparties may be restricted or prevented from conducting business activities for indefinite or intermittent periods of time, including as a result of safety concerns, shutdowns, slowdowns, illness of such parties’ workforce and other actions and restrictions requested or mandated by governmental authorities. Any of the foregoing could limit customer demand or the Group’s capacity to meet customer demand and have a material adverse effect on the Group’s business, results of operations and financial condition.

The Group’s brand activities across different jurisdictions have also been, and may continue to be, adversely impacted, due to the temporary closure of the Ferrari stores, museums and theme parks to comply with government orders, with an adverse impact on the Group’s revenues originating from such activities. The Formula 1 2020 World Championship is currently suspended due to the Coronavirus outbreak, and at present it is uncertain when races will resume. This has, and will continue to have an adverse effect on Ferrari’s sponsorship and commercial revenues from Formula 1 activities, as well as revenues from the rental of engines to other Formula 1 teams.

If people and goods are not allowed to circulate, or if circulation is significantly limited, the Group’s ability to achieve its business targets may be adversely affected. Additionally, if the Group are not able to reduce costs by the same proportion as any decreases in revenues caused by the Coronavirus pandemic, its margins will be negatively impacted.

The future impact of the Coronavirus pandemic on Ferrari’s results of operations and financial condition will depend on ongoing developments in the pandemic, including the success of containment measures and other actions taken by governments around the world, as well as the overall condition and outlook of the global economy. While the Issuer is continuing to monitor and assess the evolution of the pandemic and its effects on both the macroeconomic scenario and the Group’s financial position and results of operations, significant uncertainty remains around the length and extent of the restrictions in the markets in which Ferrari operates. However, the effects on the Group’s business, results of operations, financial performance and cash flows may be material and adverse.

The Coronavirus pandemic may also exacerbate other risks disclosed in this section, including, but not limited to, the Group's competitiveness, demand for the Group's products, shifting consumer preferences, exchange rate fluctuations, customers' and dealers' access to affordable financing, and credit market conditions affecting the availability of capital and financial resources.

The Group relies on its licensing and franchising partners to preserve the value of its licenses and the failure to maintain such partners could harm its business.

The Group currently has multi-year agreements with licensing partners for various Ferrari-branded products in the sports, lifestyle and luxury retail segments. It also has multi-year agreements with franchising partners for the Ferrari stores and theme park. In the future, the Group may enter into additional licensing or franchising arrangements. Many of the risks associated with its own products, including risks relating to the image of the Ferrari brand and its aura of exclusivity, as well as to the demand for luxury goods, also apply to the Group's licensed products and franchised stores. In addition, there are unique problems that the Group's licensing or franchising partners may experience, including risks associated with each licensing partner's ability to obtain capital, manage its labour relations, maintain relationships with its suppliers, manage its credit and bankruptcy risks, and maintain client relationships. Any of the foregoing risks, or the inability of any of its licensing or franchising partners to execute on the expected design and quality of the licensed products, Ferrari stores and theme park, or otherwise exercise operational and financial control over its business, may result in loss of revenue and competitive harm to the Group's operations in the product categories where it has entered into such licensing or franchising arrangements. While the Group selects its licensing and franchising partners with care, any negative publicity surrounding such partners could have a negative effect on licensed products, the Ferrari stores and theme parks or the Ferrari brand. Further, while the Issuer believes that it could replace its existing licensing or franchising partners if required, its inability to do so for any period of time could materially adversely affect the Group's revenues and harm its business.

In connection with its new brand diversification strategy, the Group expects to streamline its existing arrangements with licensing partners and decrease the volume of licensing business. This may adversely affect the Group's results from brand activities, particularly in the short to medium term while its broader brand diversification strategy is carried out.

The Group's revenues from Formula 1 activities may decline and its related expenses may grow.

Revenues from the Group's Formula 1 activities depend principally on the income from its sponsorship agreements and on its share of Formula 1 revenues from broadcasting and other sources. See "*Description of the Issuer—Business of the Group—Formula 1 Activities.*" If the Group is unable to renew its existing sponsorship agreements or if it enters into new or renewed sponsorship agreements with less favourable terms, its revenues would decline. In addition, the Group's share of profits related to Formula 1 activities may decline if either its team's performance worsens compared to other competing teams, or if the overall Formula 1 business suffers, including potentially as a result of increasing popularity of the FIA Formula E championship. Furthermore, in order to compete effectively on track the Group has been investing significant resources in research and development and to competitively compensate the best available drivers and other racing team members. These expenses also vary based on changes in Formula 1 regulations that require modification to the Group's racing engines and cars. These expenses are expected to continue, and may grow further, including as a result of any changes in Formula 1 regulations, which would negatively affect the Group's results of operations.

On 31 October 2019, the World Council (Formula 1's legislative body) approved new technical, sporting and financial rules, following the extensive talks held in the past two years among the owners of the Formula 1 business and all teams with regards to the arrangements relating to the participation of Ferrari and the other teams competing in the championship in the period following the 2020 expiration of the current arrangements between racing teams and the operator of Formula 1. The new rules provide for, among other things, a new car design, a cap of \$175 million per year for all costs and expenses covering on-track performance (excluding, among others, the activities to enable the supply of power units, marketing costs, drivers' salaries and the top three personnel at each team), limits on car upgrades over race weekends, restrictions on the number of times that certain components can be replaced during a race and the standardisation of certain parts. While it was originally planned that all new regulations would come into effect in 2021, in March 2020 Formula 1, FIA and all racing teams have agreed to postpone effectiveness of the new sporting and technical regulations to 2022, due to the disruption to the 2020 Formula 1 season caused by the Coronavirus outbreak, while the financial regulations (including the budget cap) will still come into force in 2021. While the new rules approved by the World Council may be subject to further changes, the final set of rules that will become applicable as of 2021

and 2022 will require significant changes to the Group's racing cars, processes and operations. These changes may result in adverse effects on the Group's revenues and results of operations. In particular, the new cap on expenses will affect the amount of resources that the Group is allowed to allocate to Formula 1 activities, with potential adverse effects on its team's performance if the Group is not able to optimise such resources.

Engine production revenues are dependent on Maserati's ability to sell its cars.

The Group produces V8 and V6 engines for Maserati. The Group has a multi-year arrangement with Maserati to provide V6 engines through 2020, which may be followed by further production runs in future periods. While Maserati is required to compensate it for certain production costs, the Group may incur penalties from its suppliers. In the event that the sales of Maserati cars decline, or do not increase at the expected rate, such an event would adversely affect the Group's revenues from the sale of engines.

A disruption in the Group's information technology could compromise confidential and sensitive information.

The Group depends on its information technology and data processing systems to operate its business, and a significant malfunction or disruption in the operation of its systems, human error, interruption to power supply, or a security breach that compromises the confidential and sensitive information stored in those systems, could disrupt the Group's business and adversely impact its ability to compete. The Group's ability to keep its business operating effectively depends on the functional and efficient operation by it and its third party service providers of its information, data processing and telecommunications systems, including its car design, manufacturing, inventory tracking and billing and payment systems. The Group relies on these systems to enable a number of business processes and help it make a variety of day-to-day business decisions as well as to track transactions, billings, payments and inventory. Such systems are susceptible to malfunctions and interruptions due to equipment damage, power outages, and a range of other hardware, software and network problems. Those systems are also susceptible to cybercrime, or threats of intentional disruption, which are increasing in terms of sophistication and frequency, with the consequence that such cyber incidents may remain undetected for long periods of time. For any of these reasons, the Group may experience system malfunctions or interruptions. Although the Group's systems are diversified, including multiple server locations and a range of software applications for different regions and functions, and the Group periodically assesses and implements actions to ameliorate risks to its systems, a significant or large scale malfunction or interruption of its systems could adversely affect its ability to manage and keep its operations running efficiently, and damage its reputation if the Group is unable to track transactions and deliver products to its dealers and clients. A malfunction that results in a wider or sustained disruption to the Group's business could have a material adverse effect on its business, results of operations and financial condition. In addition to supporting its operations, the Group uses its systems to collect and store confidential and sensitive data, including information about its business, clients and employees.

As its technology continues to evolve, the Issuer anticipates that it will collect and store even more data in the future, and that its systems will increasingly use remote communication features that are sensitive to both wilful and unintentional security breaches. Much of the Group's value is derived from its confidential business information, including car design, proprietary technology and trade secrets, and to the extent the confidentiality of such information is compromised, the Group may lose its competitive advantage and its car sales may suffer. The Group also collects, retains and uses certain personal information, including data it gathers from clients for product development and marketing purposes, and data it obtains from employees. Therefore the Group is subject to a variety of ever-changing data protection and privacy laws on a global basis, including the EU General Data Protection Regulation, which came into force on 25 May 2018. To an increasing extent, the functionality and controls of Ferrari cars depend on in-vehicle information technology. The increased demand for a "connected car" has led to increased digitisation of car systems, the wide application of software, and the creation of new, fully digital mobility services. Such technology is capable of transmitting and storing an increasing amount of personal information belonging to the Group's customers. Any unauthorised access to in-vehicle IT systems may compromise the car security or the privacy of the Group's customers' information and expose it to claims as well as reputational damage. Ultimately, any significant compromise in the integrity of its data security could have a material adverse effect on the Group's business.

Risks Related to the Industry in which the Group Operates

The Group's business is subject to changes in client preferences and trends in the automotive and luxury industries.

The Group's continued success depends in part on its ability to originate and define products and trends in the automotive and luxury industries, as well as to anticipate and respond promptly to changing consumer demands and automotive trends in the design, styling, technology, production, merchandising and pricing of its products. The Group's products must appeal to a client base whose preferences cannot be predicted with certainty and are subject to rapid change. Evaluating and responding to client preferences has become even more complex in recent years, due to its expansion in new geographical markets. The introduction of hybrid and electric technology and the associated changes in customer preferences that may follow are also a challenge the Group will face in future periods. See also *"If the Group is unable to keep up with advances in high performance car technology, its brand and competitive position may suffer"* and *"The introduction of hybrid and electric technology in the Group's cars is costly and its long term success is uncertain"*. In addition, there can be no assurance that the Group will be able to produce, distribute and market new products efficiently or that any product category that it may expand or introduce will achieve sales levels sufficient to generate profits. The Group will encounter this risk, for example, as it introduces the Purosangue, a luxury high performance vehicle within the GT range that it is developing and will launch in the coming years. Furthermore this risk is particularly pronounced as the Group expands in accordance with its strategy into adjacent segments of the luxury industry, where it does not have a level of experience and market presence comparable to the one it has in the automotive industry. Any of these risks could have a material adverse effect on the Group's business, results of operations and financial condition.

Demand for luxury goods, including luxury performance cars, is volatile, which may adversely affect the Group's operating results.

Volatility of demand for luxury goods, in particular luxury performance cars, may adversely affect the Group's business, operating results and financial condition. The market in which the Group sells its cars is subject to volatility in demand. Demand for luxury automobiles depends to a large extent on general, economic, political and social conditions in a given market as well as the introduction of new vehicles and technologies. As a luxury performance car manufacturer and low volume producer, the Group competes with larger automobile manufacturers many of which have greater financial resources in order to withstand changes in the market and disruptions in demand. Demand for the Group's cars may also be affected by factors directly impacting the cost of purchasing and operating automobiles, such as the availability and cost of financing, prices of raw materials and parts and components, fuel costs and governmental regulations, including tariffs, import regulation and other taxes, including taxes on luxury goods, resulting in limitations to the use of high performance sports cars or luxury goods more generally. Volatility in demand may lead to lower car unit sales, which may result in downward price pressure and adversely affect the Group's business, operating results and financial condition. The impact of a luxury market downturn may be particularly pronounced for the most expensive among the Group's car models, which generate a more than proportionate amount of the Group's profits, therefore exacerbating the impact on its results. In addition, these effects may have a more pronounced impact on the Group's given its low volume strategy and relatively smaller scale as compared to large global mass-market automobile manufacturers.

The Group faces competition in the luxury performance car industry.

The Group faces competition in all product categories and markets in which it operates. The Group competes with other international luxury performance car manufacturers which own and operate well-known brands of high-quality cars, some of which form part of larger automotive groups and may have greater financial resources and bargaining power with suppliers than the Group does, particularly in light of its policy to maintain low volumes in order to preserve and enhance the exclusivity of its cars. In addition, several other manufacturers have recently entered or are attempting to enter the upper end of the luxury performance car market, thereby increasing competition. The Issuer believes that it competes primarily on the basis of its brand image, the performance and design of its cars, its reputation for quality and the driving experience for its customers. If the Group is unable to compete successfully, its business, results of operations and financial condition could be adversely affected.

Global economic conditions, pandemics and macro events may adversely affect the Group.

The Group's sales volumes and revenues may be affected by overall general economic conditions within the various countries in which it operates. Deteriorating general economic conditions may affect disposable incomes and reduce consumer wealth impacting client demand, particularly for luxury goods, which may negatively impact the Group's profitability and put downward pressure on its prices and volumes. Furthermore, during recessionary periods, social acceptability of luxury purchases may decrease and higher taxes may be more likely to be imposed on certain luxury goods including the Group's cars, which may affect its sales. Adverse economic conditions may also affect the financial health and performance of the Group's dealers in a manner that will affect sales of its cars or their ability to meet their commitments to the Group.

Many factors affect the level of consumer spending in the luxury performance car industry, including the state of the economy as a whole, stock market performance, interest and exchange rates, inflation, political uncertainty, the availability of consumer credit, tax rates, unemployment levels and other matters that influence consumer confidence. In general, although the Group's sales have historically been comparatively resilient in periods of economic turmoil, sales of luxury goods tend to decline during recessionary periods when the level of disposable income tends to be lower or when consumer confidence is low. The Group is also susceptible to risks relating to epidemics and pandemics of diseases. For example, the recent outbreak of Coronavirus may negatively affect economic conditions regionally as well as globally, disrupt supply chains and otherwise impact operations. Governments in affected countries are imposing travel bans, quarantines and other emergency public safety measures. Those measures, though temporary in nature, may continue and increase depending on developments in the virus' outbreak. The ultimate severity of the Coronavirus outbreak is uncertain at this time and therefore the Issuer cannot predict the impact it may have on its end markets, supply chain or operations; however, the effect on the Group's results may be material and adverse.

The Group distributes its products internationally and it may be affected by downturns in general economic conditions or uncertainties regarding future economic prospects that may impact the countries in which it sells a significant portion of its products. In particular, the majority of the Group's current sales are in the EU and in the United States; if the Group is unable to expand in emerging markets, a downturn in mature economies such as the EU and the United States may negatively affect its financial performance. The EU economies in particular suffered a prolonged period of slow growth since the 2008 financial crisis. In addition, uncertainties regarding future trade arrangements and industrial policies in various countries or regions, such as in the United Kingdom following the referendum in 2016 to leave the European Union (see further *"The Group may be adversely affected by the UK determination to leave the European Union (Brexit)"*) create additional macroeconomic risk. In the United States, any policy to discourage import into the United States of vehicles produced elsewhere could adversely affect the Group's operations. Any new policies may have an adverse effect on the Group's business, financial condition and results of operations. Although China only represents approximately 9 percent of the Group's net revenues and a limited proportion of its growth in the short term, slowing economic conditions in China may adversely affect its revenues in that region. A significant decline in the EU, the global economy or in the specific economies of the Group's markets, or in consumers' confidence, could have a material adverse effect on the Group's business. See also *"Developments in China and other growth and emerging markets may adversely affect the Group's business"*.

Developments in China and other growth and emerging markets may adversely affect the Group's business.

The Group operates in a number of growth and emerging markets, both directly and through its dealers. The Issuer believes it has potential for further success in new geographies, in particular in China, but also more generally in Asia, recognising the increasing personal wealth in these markets. While demand in these markets has increased in recent years due to sustained economic growth and growth in personal income and wealth, the Issuer is unable to foresee the extent to which economic growth in these emerging markets will be sustained. For example, rising geopolitical tensions and potential slowdowns in the rate of growth there and in other emerging markets could limit the opportunity for the Group to increase unit sales and revenues in those regions in the near term.

The Group's exposure to growth and emerging countries is likely to increase, as it pursues expanded sales in such countries. Economic and political developments in emerging markets, including economic crises or political instability, have had and could have in the future material adverse effects on the Group's results of operations and financial condition. Further, in certain markets in which the Group or its dealers operate, required government approvals may limit its ability to act quickly in making decisions on its operations in those markets.

Other government actions may also impact the market for luxury goods in these markets, such as tax changes or the active discouragement of luxury purchases.

Maintaining and strengthening the Group's position in these growth and emerging markets is a key component of its global growth strategy. However, initiatives from several global luxury automotive manufacturers have increased competitive pressures for luxury cars in several emerging markets. As these markets continue to grow, the Issuer anticipates that additional competitors, both international and domestic, will seek to enter these markets and that existing market participants will try to aggressively protect or increase their market share. Increased competition may result in pricing pressures, reduced margins and the Group's inability to gain or hold market share, which could have a material adverse effect on its results of operations and financial condition. See also "*Global economic conditions and macro events may adversely affect the Group*".

The Group may be adversely affected by the UK determination to leave the European Union (Brexit).

In a 23 June 2016 referendum, the United Kingdom voted to terminate the UK's membership in the European Union (**Brexit**). The UK ceased to be a member of the European Union on 31 January 2020, opening the transition period that is currently set to last until 31 December 2020, during which the future terms of the UK's relationship with the European Union, including the terms of trade between the UK and the member states in the EU, will be negotiated. Any effect of Brexit is expected to depend on the agreements, if any, that may be negotiated between the UK and the EU with respect to reciprocal market access and custom arrangements, during the transitional period and more permanently. Failure to reach appropriate agreements could adversely affect European or worldwide economic or market conditions. It is possible that there will be greater restrictions on imports and exports between the UK and European Union countries and increased regulatory complexities which may prove challenging and costly. In addition, the negotiating process surrounding the terms of the departure of the UK from the EU may continue to contribute to significant volatility in exchange rates, wider risks to supply chains across the European Union and ultimately lead to changes in market access or trading terms, including to customs duties, tariffs and/or industry-specific requirements and regulations and generally increased legal and regulatory complexity and costs. In 2019, approximately 10 percent of the Group's cars and spare parts net revenues were generated in the UK; therefore, any material adverse effect of Brexit on global or regional economic or market conditions could adversely affect the Group's business, results of operations and financial condition as customers may reduce or delay spending decisions on its products.

The Group depends on its suppliers, many of which are single source suppliers; and if these suppliers fail to deliver necessary raw materials, systems, components and parts of appropriate quality in a timely manner, the Group's operations may be disrupted.

The Group's business depends on a significant number of suppliers, which provide the raw materials, components, parts and systems the Group requires to manufacture cars and parts and to operate its business. The Group uses a variety of raw materials in its business, including aluminium, and precious metals such as palladium and rhodium. It sources materials from a limited number of suppliers. The Issuer cannot guarantee that it will be able to maintain access to these raw materials, and in some cases this access may be affected by factors outside of its control and the control of its suppliers. In addition, prices for these raw materials fluctuate and while the Group seeks to manage this exposure, it may not be successful in mitigating these risks.

As with raw materials, the Group is also at risk of supply disruption and shortages in parts and components it purchases for use in its cars. The Group sources a variety of key components from third parties, including transmissions, brakes, driving-safety systems, navigation systems, mechanical, electrical and electronic parts, plastic components as well as castings and tires, which makes it dependent upon the suppliers of such components. In the future, the Group will also increasingly require a greater number of components for hybrid and electric engines as it introduces hybrid and electric technology in its cars, and the Issuer expects producers of these components will be called upon to increase the levels of supply as the shift to hybrid or electric technology gathers pace in the industry. While the Group obtains components from multiple sources whenever possible, similar to other small volume car manufacturers, most of the key components it uses in its cars are purchased by it from single source suppliers. The Group generally does not qualify alternative sources for most of the single-sourced components it uses in its cars and it does not maintain long-term agreements with a number of its suppliers. Furthermore, the Group has limited ability to monitor the financial stability of its suppliers.

While the Issuer believes that it may be able to establish alternate supply relationships and can obtain or engineer replacement components for its single-sourced components, it may be unable to do so in the short term,

or at all, at prices or costs that it believes are reasonable. Qualifying alternate suppliers or developing its own replacements for certain highly customised components of its cars may be time consuming, costly and may force the Group to make costly modifications to the designs of its cars. For example, defective airbags manufactured by Takata Corporation (**Takata**), the Group's former principal supplier of airbags, have led to widespread recalls by several automotive manufacturers starting in 2015, including the Group (see further "*Car recalls may be costly and may harm the Group's reputation*"). Following the acquisition of Takata by Key Safety Systems (**KSS**) in April 2018, Joyson Safety Systems, which is the combined company of Takata and KSS following the acquisition, is the Group's principal supplier of the airbags installed in its cars. Failure by Joyson Safety Systems to continue the supply of airbags may cause significant disruption to the Group's operations.

In the past, the Group has replaced certain suppliers because they failed to provide components that met its quality control standards. The loss of any single or limited source supplier or the disruption in the supply of components from these suppliers could lead to delays in car deliveries to the Group's clients, which could adversely affect its relationships with its clients and also materially and adversely affect its operating results and financial condition. Supply of raw materials, parts and components may also be disrupted or interrupted by natural disasters, as was the case in 2012 following the earthquake in the Emilia Romagna region of Italy. If any further major disasters occur, such as earthquakes, fires, floods, hurricanes, wars, terrorist attacks, pandemics or other events, the Group's supply chain may be disrupted, which may stop or delay production and shipment of the Group's cars. See "*The Group is subject to risks related to the future evolution of and response to the Coronavirus pandemic that may materially and adversely affect its business*" and "*Global economic conditions and macro events may adversely affect the Group*" for a discussion of the recent Coronavirus outbreak, which may affect the Group's supply chain directly or indirectly dependent on certain Chinese supplies. As a consequence, should the current disruption in Chinese industrial activity and logistics persist or deteriorate, this may disrupt and potentially halt the Group's production temporarily unless alternative supplies are secured.

Changes in the Group's supply chain have in the past resulted and may in the future result in increased costs and delays in car production. The Group has also experienced cost increases from certain suppliers in order to meet its quality targets and development timelines and because of design changes that it has made, and it may experience similar cost increases in the future. The Group is negotiating with existing suppliers for cost reductions, seeking new and less expensive suppliers for certain parts, and attempting to redesign certain parts to make them less expensive to produce. If the Group is unsuccessful in its efforts to control and reduce supplier costs while maintaining a stable source of high quality supplies, its operating results will suffer. Additionally, cost reduction efforts may disrupt the Group's normal production processes, thereby harming the quality or volume of its production.

Furthermore, if the Group's suppliers fail to provide components in a timely manner or at the level of quality necessary to manufacture its cars, the Group's clients may face longer waiting periods which could result in negative publicity, harm the Group's reputation and relationship with clients and have a material adverse effect on its business, operating results and financial condition.

The Group is subject to risks associated with exchange rate fluctuations, interest rate changes, credit risk and other market risks.

The Group operates in numerous markets worldwide and is exposed to market risks stemming from fluctuations in currency and interest rates. In particular, changes in exchange rates between the Euro and the main foreign currencies in which the Group operates affect its revenues and results of operations. The exposure to currency risk is mainly linked to the differences in geographic distribution of the Group's sourcing and manufacturing activities from those in its commercial activities, as a result of which its cash flows from sales are denominated in currencies different from those connected to purchases or production activities. For example, the Group incurs a large portion of its capital and operating expenses in Euro while it receives the majority of its revenues in currencies other than Euro. In addition, foreign exchange movements might also negatively affect the relative purchasing power of its clients which could also have an adverse effect on the Group's results of operations. For example, the U.S. Dollar remained relatively stable during the course of 2019, while the pound sterling remained subject to some volatility against the Euro, with an initial depreciation against the Euro followed by a reversal in trend in the second half of the year. If the U.S. Dollar were to depreciate against the Euro, the Issuer expects that it would adversely impact the Group's revenues and results of operations. The foreign exchange market has been impacted by the Coronavirus outbreak in Q1 2020, with a sharp increase in volatility across all currency pairs. Significant uncertainty is currently foreseen in terms of magnitude and duration of the crisis. The extent of adverse impact from exchange rate fluctuations could increase if the portion of the Group's business in countries outside of Eurozone increases.

The Group seeks to manage risks associated with fluctuations in currency through financial hedging instruments. Although the Group seeks to manage its foreign currency risk in order to minimise any negative effects caused by rate fluctuations, including through hedging activities, there can be no assurance that it will be able to do so successfully, and its business, results of operations and financial condition could nevertheless be adversely affected by fluctuations in market rates, particularly if these conditions persist.

The Group's financial services activities are also subject to the risk of insolvency of dealers and retail clients, as well as unfavourable economic conditions in markets where these activities are carried out. Despite its efforts to mitigate such risks through the credit approval policies applied to dealers and retail clients, there can be no assurances that the Group will be able to successfully mitigate such risks, particularly with respect to a general change in economic conditions.

Car sales depend in part on the availability of affordable financing.

In certain regions, financing for new car sales has been available at relatively low interest rates for several years due to, among other things, expansive government monetary policies. To the extent that interest rates may rise generally based on pronouncements of governments or central banks, market rates for new car financing are expected to rise as well, which may make the Group's cars less affordable to clients or cause consumers to purchase less expensive cars, adversely affecting its results of operations and financial condition. Additionally, if consumer interest rates increase substantially or if financial service providers tighten lending standards or restrict their lending to certain classes of credit, the Group's clients may choose not to, or may not be able to, obtain financing to purchase its cars.

The Group may not be able to provide adequate access to financing for its dealers and clients, and its financial services operations may be disrupted.

The Group's dealers enter into wholesale financing arrangements to purchase cars from it to hold in inventory or to use in showrooms and facilitate retail sales, and retail clients use a variety of finance and lease programs to acquire cars.

In most markets, the Group relies either on controlled or associated finance companies or on commercial relationships with third parties, including third party financial institutions, to provide financing to its dealers and retail clients. Finance companies are subject to various risks that could negatively affect their ability to provide financing services at competitive rates, including:

- the performance of loans and leases in their portfolio, which could be materially affected by delinquencies or defaults;
- higher than expected car return rates and the residual value performance of cars they lease; and
- fluctuations in interest rates and currency exchange rates.

Furthermore, to help fund the Group's retail and wholesale financing business, its financial services companies in the United States also access forms of funding available from the banking system in each market, including sales or securitization of receivables either in negotiated sales or through securitization programs. At 31 December 2019, an amount of \$886 million was outstanding under revolving securitizations carried out by Ferrari Financial Services Inc. Should the Group lose the ability to access the securitization market at advantageous terms or at all, the funding of its wholesale financing business would become more difficult and expensive and the Group's financial condition may be adversely affected.

Any financial services provider, including the Group's controlled finance companies, will face other demands on its capital, as well as liquidity issues relating to other investments or to developments in the credit markets. Furthermore, they may be subject to regulatory changes that may increase their costs, which may impair their ability to provide competitive financing products to the Group's dealers and retail clients. To the extent that a financial services provider is unable or unwilling to provide sufficient financing at competitive rates to the Group's dealers and retail clients, such dealers and retail clients may not have sufficient access to financing to purchase or lease the Group's cars. As a result, the Group's car sales and market share may suffer, which would adversely affect its results of operations and financial condition.

The Group's dealer and retail customer financing in Europe are mainly provided through its partnership with FCA Bank S.p.A. (**FCA Bank**), a joint venture between FCA Italy S.p.A. and Crédit Agricole Consumer Finance S.A. (**CACF**). If the Group fails to maintain its partnership with FCA Bank or in the event of a termination of the joint venture or change of control of one of its joint venture partners, the Group may not be able to find a suitable alternative partner with similar resources and experience and continue to offer financing services to support the sales of Ferrari cars in key European markets, which could adversely affect the Group's results of operations and financial condition.

Risks Related to the Legal and Regulatory Environment in which the Group Operate

New laws, regulations, or policies of governmental organisations regarding increased fuel economy requirements, reduced greenhouse gas or pollutant emissions, or vehicle safety, or changes in existing laws, may have a significant effect on the Group's costs of operation and/or how it does business.

The Group is subject throughout the world to comprehensive and constantly evolving laws, regulations and policies. The Issuer expects the extent of the legal and regulatory requirements affecting its business and its costs of compliance to continue to increase significantly in the future. In Europe and the United States, for example, significant governmental regulation is driven by environmental, fuel economy, vehicle safety and noise emission concerns. Evolving regulatory requirements could significantly affect the Group's product development plans and may limit the number and types of cars the Group sells and where it sells them, which may affect its revenue. Governmental regulations may increase the costs the Group incurs to design, develop and produce its cars and may affect its product portfolio. Regulation may also result in a change in the character or performance characteristics of the Group's cars which may render them less appealing to its clients. The Issuer anticipates that the number and extent of these regulations, and their effect on the Group's cost structure and product line-up, will increase significantly in the future.

Current European legislation limits fleet average greenhouse gas emissions for new passenger cars. Due to the Group's small volume manufacturer (**SVM**) status it benefits from a derogation from the existing emissions requirement and it is instead required to meet, by 2021, alternative targets for its fleet of EU-registered vehicles. Despite global shipments exceeding 10,000 vehicles in 2019, Ferrari still qualifies as an SVM under EU regulations, since its total number of registered vehicles in the EU per year is less than 10,000 vehicles.

In the United States, the U.S. Environmental Protection Agency (**EPA**) and the National Highway Traffic Safety Administration (**NHTSA**) have set the federal standards for passenger cars and light trucks to meet certain combined average greenhouse gas (**GHG**) and fuel economy (**CAFE**) levels and more stringent standards have been prescribed for model years 2017 through 2025. Since Ferrari is considered to be an SVM under EPA GHG regulations (as it produces less than 5,000 vehicles per model year for the US market), the Issuer expects to benefit from a derogation from currently applicable standards. The Group has also petitioned the EPA for alternative standards for the model years 2017-2021 and 2022-2025, which are aligned to its technical and economic capabilities. In September 2016 it petitioned NHTSA for recognition as an independent manufacturer of less than 10,000 vehicles produced globally and it proposed alternative CAFE standards for model years 2017, 2018 and 2019. Then, in December, 2017, the Group amended the petition by proposing alternative CAFE standards for model years 2016, 2017 and 2018 instead, covering also the 2016 model year. NHTSA have not yet responded to such petition. If its petitions are rejected, the Group will not be able to benefit from the more favourable CAFE standards levels which it has petitioned for and this may require the Group to purchase additional CAFE credits in order to comply with applicable CAFE standards. Starting from 2019, the Group is no longer considered to be an SVM by NHTSA, because its global production exceeded 10,000 vehicles, and therefore the Group may be required to purchase further CAFE credits.

In the United States, considerable uncertainty is associated with emissions regulations under the current administration. New regulations are in the process of being developed, and many existing and potential regulatory initiatives are subject to review by federal or state agencies or the courts. In August 2018 the NHTSA and the EPA issued a common proposal, the "Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for model years 2021-2026 Passenger Cars and Light Trucks" (SAFE Vehicles Rule). The SAFE Vehicles Rule, if finalised, would amend certain existing Corporate Average Fuel Economy (CAFE) and tailpipe carbon dioxide emissions standards for passenger cars and light trucks and establish new standards, all covering model years 2021 through 2026. The authorities' stated preferred alternative is to retain the model year 2020 standards (specifically, the footprint target curves for passenger cars and light trucks) for both programs through model year 2026, but comment has been sought on a range of alternatives. The SAFE Vehicles Rule has not been adopted in final form as of the date of this Prospectus.

In the state of California (which has been granted special authority under the Clean Air Act to set its own vehicle emission standards), the California Air Resources Board (**CARB**) has enacted regulations under which manufacturers of vehicles for model years 2012 through 2025 which are in compliance with the EPA greenhouse gas emissions regulations are also deemed to be in compliance with California's greenhouse gas emission regulations (the so-called "deemed to comply" option). The SAFE Vehicles Rule mentioned above proposes to withdraw the waiver granted to California under the Clean Air Act to establish more stringent standards for vehicle emissions that are applicable to model years 2021 through 2025. In response to the proposed California waiver withdrawal, on December 12, 2018 the CARB amended its existing regulations to clarify that the "deemed-to-comply" provision shall not be available for model years 2021-2025 if the EPA standards for those years are altered via an amendment of federal regulations. On September 19, 2019, NHTSA and EPA established the "One National Program" for fuel economy regulation, taking the first step towards finalising the agencies' August 2018 proposal by announcing the EPA's decision to withdraw California's waiver of pre-emption under the Clean Air Act, and by affirming the NHTSA's authority to set nationally applicable regulatory standards under the pre-emption provisions of the Energy Policy and Conservation Act (EPCA). The two agencies indicated that they anticipate issuing a final rule on standards in the near future. Ferrari currently avails itself of the "deemed-to-comply" provision to comply with CARB greenhouse gas emissions regulations. Therefore, depending on future developments, it may be necessary to also petition the CARB for SVM alternative standards and to increase the number of tests to be performed in order to follow the CARB specific procedures.

In addition, the Group is subject to legislation relating to the emission of other air pollutants such as, among others, the EU "Euro 6" standards and Real Driving Emissions (RDE) standards, the "Tier 3" Motor Vehicle Emission and Fuel Standards issued by the EPA, and the Zero Emission Vehicle regulation in California, which are subject to similar derogations for SVMs, as well as vehicle safety legislation. In 2016, NHTSA published guidelines for driver distraction, for which rulemaking activities have not progressed since early 2017. The costs of compliance associated with these and similar rulemaking may be substantial.

Other governments around the world, such as those in Canada, South Korea, China and certain Middle Eastern countries are also creating new policies to address these issues which could be even more stringent than the U.S. or European requirements. As in the United States and Europe, these government policies if applied to the Group could significantly affect its product development plans. In China, for example, Stage IV fuel consumption regulation targets a national average fuel consumption of 5.0L/100km by 2020, and the Stage V regulation, issued on 31 December 2019, targets a national average fuel consumption of 4.0 l/100km by 2025.

In response to severe air quality issues in Beijing and other major Chinese cities, in 2016 the Chinese government published a more stringent emissions program (National 6), providing two different levels of stringency effective starting from 2020. Moreover several autonomous Chinese regions and municipalities are implementing the requirements of the National 6 program even ahead of the mandated deadlines.

Ferrari has lost its status as an SVM for NHTSA in 2019, because its global production exceeded 10,000 vehicles, but it has not lost its SVM status for EU regulations or for EPA GHG regulations in the United States. Ferrari could lose its status as an SVM in the EU, the United States and other countries if it does not continue to meet all of the necessary eligibility criteria under applicable regulations as they evolve. In order to meet these criteria the Group may need to modify its growth plans or other operations. Furthermore, even if it continues to benefit from derogations as an SVM, the Group will be subject to alternative standards that the regulators deem appropriate for its technical and economic capabilities and such alternative standards may be significantly more stringent than those currently applicable to it.

Under these existing regulations, as well as new or stricter rules or policies, the Group could be subject to sizable civil penalties or have to restrict or modify product offerings drastically to remain in compliance. The Group may have to incur substantial capital expenditures and research and development expenditures to upgrade products and manufacturing facilities, which would have an impact on its cost of production and results of operation.

In the future, the advent of self-driving technology may result in regulatory changes that the Issuer cannot predict but may include limitations or bans on human driving in specific areas. Similarly, driving bans on combustion engine vehicles could be imposed, particularly in metropolitan areas, as a result of progress in electric and hybrid technology. Any such future developments may adversely affect the demand for the Group's cars business.

In September 2017, the Chinese government issued the Administrative Measures on CAFC (Corporate Average Fuel Consumption) and NEV (New Energy Vehicle) Credits. This regulation establishes mandatory CAFC requirements, while providing additional flexibilities for SVMs (defined as manufacturers with less than 2,000 units imported in China per year) that achieve a certain minimum CAFC yearly improvement rate. An update of the Administrative Measures on CAFC and NEV credits is awaited, following the adoption of the Stage V fuel consumption regulation. Because its CAFC is expected to exceed the regulatory ceiling, the Group will be required to purchase NEV credits. There is no assurance that an adequate market for NEV credits will develop in China and if the Group is not able to secure sufficient NEV credits this may adversely affect the Group's business in China.

To comply with current and future environmental rules related to both fuel economy and pollutant emissions in all markets in which it sells its cars, the Group may have to incur substantial capital expenditure and research and development expenditure to upgrade products and manufacturing facilities, which would have an impact on its cost of production and results of operation.

The Group depends on the strength of its trademarks and other intellectual property rights.

Given the importance of the brand's recognition on its financial performance and strategy, the Group believes that its trademarks and other intellectual property rights are fundamental to its success and market position. Therefore, the Group's business depends on its ability to protect and promote its trademarks and other intellectual property rights. Despite the Group's substantial efforts to the establishment and protection of its trademarks and other intellectual property rights such as registered designs and patents on a worldwide basis, the Issuer cannot exclude the possibility that its intellectual property rights may be challenged by others, or that it may be unable to register its trademarks or otherwise adequately protect them in some jurisdictions, especially in those foreign countries that do not respect and protect intellectual property rights to the same extent as do the United States, Japan and European countries. If a third party were to register the Group's trademarks, or similar trademarks, in a country where the Group has not successfully registered such trademarks, it could create a barrier to its commencing trade under those marks in that country.

The Group may fail to adequately protect its intellectual and industrial property rights against infringement or misappropriation by third parties.

The Group's success and competitive positioning depend on, among other factors, its registered intellectual property rights, as well as other industrial or intellectual property rights, including confidential know-how, trade secrets, database rights and copyrights. To protect its intellectual property, the Group relies on intellectual property laws, agreements for the protection of trade secrets, confidentiality and non-disclosure agreements, and other contractual means. Such measures, however, may be inadequate and its intellectual property rights may be infringed or challenged by third parties, and its confidential know-how or trade secrets could be misappropriated or disclosed to the public without its consent. Consultants, vendors and current and former employees, for example, could violate their confidentiality obligations and restrictions on the use of Ferrari's intellectual property. Ferrari may not be able to prevent such infringements, misappropriations or disclosures, with potential adverse effects on its brand, reputation and business. In particular, the Group's components may be subject to product piracy, where its components are counterfeited, which may result in reputational risk for Ferrari. The risks described above arise particularly in the Group's brand activities (see "*Description of the Issuer—Business of the Group—Brand activities*").

If the Group fails to adequately protect its intellectual property rights, this may adversely affect its results of operations and financial condition, as other manufacturers may be able to manufacture similar products at lower cost, with adverse effects on the Group's competitive position. In addition, counterfeited products, or products illegally branded as "Ferrari", may damage its brand. In addition, the Group may incur high costs in reacting to infringements or misappropriations of its intellectual property rights.

Third parties may claim that the Group infringes their intellectual property rights.

The Issuer believes that it holds all the rights required for its business operations (including intellectual property rights and third-party licenses). However, the Group is exposed to claims from third parties alleging that it infringes their intellectual property rights, since many competitors and suppliers also submit patent applications for their inventions and secure patent protection or other intellectual property rights. If the Group is unsuccessful in defending against any such claim, it may be required to pay damages or comply with injunctions which may

disrupt its operations. The Group may also as a result be forced to enter into royalty or licensing agreements on unfavourable terms or to redesign products to comply with third parties' intellectual property rights.

If its cars do not perform as expected the Group's ability to develop, market and sell its cars could be harmed.

The Group's cars may contain defects in design and manufacture that may cause them not to perform as expected or that may require repair. There can be no assurance that the Group will be able to detect and fix any defects in the cars prior to their sale to consumers. The Group's cars may not perform in line with its clients' evolving expectations or in a manner that equals or exceeds the performance characteristics of other cars currently available. For example, the Group's newer cars may not have the durability or longevity of current cars, and may not be as easy to repair as other cars currently on the market. Any product defects or any other failure of its performance cars to perform as expected could harm the Group's reputation and result in adverse publicity, lost revenue, delivery delays, product recalls, product liability claims, harm to the Group's brand and reputation, and significant warranty and other expenses, and could have a material adverse impact on its business, operating results and financial condition.

Car recalls may be costly and may harm the Group's reputation.

The Group has in the past and may from time to time in the future be required to recall its products to address performance, compliance or safety-related issues. The Group may incur costs for these recalls, including replacement parts and labour to remove and replace the defective parts. For example, in the course of 2015 and 2016, the Group issued a series of recalls relating to defective air bags manufactured by Takata and installed on certain of its models. Also in light of uncertainties in its ability to recover the recall costs from Takata (which filed for bankruptcy in June 2017 and was later acquired by Key Safety Systems (**KSS**) in April 2018), the Group recorded a provision regarding this matter in the second quarter of 2016 for an amount of €37 million. This provision amounted to €16 million as of 31 December 2019. In addition, regulatory oversight of recalls, particularly in the vehicle safety, has increased recently. Any product recalls can harm the Group's reputation with clients, particularly if consumers call into question the safety, reliability or performance of its cars. Any such recalls could harm the Group's reputation and result in adverse publicity, lost revenue, delivery delays, product liability claims and other expenses, and could have a material adverse impact on the Group's business, operating results and financial condition.

The Group may become subject to product liability claims, which could harm its financial condition and liquidity if it is not able to successfully defend or insure against such claims.

The Group may become subject to product liability claims, which could harm its business, operating results and financial condition. The automobile industry experiences significant product liability claims and the Group has inherent risk of exposure to claims in the event its cars do not perform as expected or malfunction resulting in personal injury or death. A successful product liability claim against the Group could require it to pay a substantial monetary award. Moreover, a product liability claim could generate substantial negative publicity about its cars and business, adversely affecting its reputation and inhibiting or preventing commercialisation of future cars which could have a material adverse effect on the Group's brand, business, operating results and financial condition. While the Group seeks to insure against product liability risks, insurance may be insufficient to protect against any monetary claims it may face and will not mitigate any reputational harm. Any lawsuit seeking significant monetary damages may have a material adverse effect on the Group's reputation, business and financial condition. The Group may not be able to secure additional product liability insurance coverage on commercially acceptable terms or at reasonable costs when needed, particularly if it faces liability for its products and is forced to make a claim under such a policy.

The Group is exposed to risks in connection with product warranties as well as the provision of services.

A number of the Group's contractual and legal requirements oblige it to provide extensive warranties to its clients, dealers and national distributors. There is a risk that, relative to the guarantees and warranties granted, the calculated product prices and the provisions for the Group's guarantee and warranty risks have been set or will in the future be set too low. There is also a risk that the Group will be required to extend the guarantee or warranty originally granted in certain markets for legal reasons, or provide services as a courtesy or for reasons of reputation where it is not legally obliged to do so, and for which it will generally not be able to recover from suppliers or insurers.

The Group's insurance coverage may not be adequate to protect it against all potential losses to which it may be subject, which could have a material adverse effect on the Group's business.

The Group maintain insurance coverage that it believes is adequate to cover normal risks associated with the operation of its business. However, there can be no assurance that any claim under its insurance policies will be honored fully or timely, the Group's insurance coverage will be sufficient in any respect or its insurance premiums will not increase substantially. Accordingly, to the extent that the Group suffers loss or damage that is not covered by insurance or which exceeds its insurance coverage, or have to pay higher insurance premiums, the Group's financial condition may be affected.

Improper conduct of employees, agents, or other representatives could adversely affect the Group's reputation and its business, operating results, and financial condition.

The Group's compliance controls, policies, and procedures may not in every instance protect it from acts committed by its employees, agents, contractors, or collaborators that would violate the laws or regulations of the jurisdictions in which the Group operates, including employment, foreign corrupt practices, environmental, competition, and other laws and regulations. Such improper actions could subject the Group to civil or criminal investigations, and monetary and injunctive penalties. In particular, the Group's business activities may be subject to anti-corruption laws, regulations or rules of other countries in which it operates. If the Group fails to comply with any of these regulations, it could adversely impact its operating results and financial condition. In addition, actual or alleged violations could damage its reputation and its ability to conduct business. Furthermore, detecting, investigating, and resolving any actual or alleged violation is expensive and can consume significant time and attention of the Group's executive management.

Labour laws and collective bargaining agreements with the Group's labour unions could impact its ability to operate efficiently.

All of the Group's production employees are represented by trade unions, are covered by collective bargaining agreements and/or are protected by applicable labour relations regulations that may restrict the Group's ability to modify operations and reduce costs quickly in response to changes in market conditions. These regulations and the provisions in its collective bargaining agreements may impede the Group's ability to restructure its business successfully to compete more efficiently and effectively, especially with those automakers whose employees are not represented by trade unions or are subject to less stringent regulations, which could have a material adverse effect on the Group's results of operations and financial condition.

Changes in tax, tariff or fiscal policies could adversely affect demand for the Group's products.

Imposition of any additional taxes and levies designed to limit the use of automobiles could adversely affect the demand for the Group's vehicles and its results of operations. Changes in corporate and other taxation policies as well as changes in export and other incentives given by various governments, or import or tariff policies, could also adversely affect the Group's results of operations. In addition, in the last months of 2018, the United States administration declared that it is considering imposing new tariffs on imported cars; such decision was again postponed in May 2019, and a final decision has not been made by the United States administration to date. Considerable uncertainty surrounds the introduction and scope of tariffs by the United States or other countries, as well as the potential for additional trade actions by the United States or other countries. The impact of any such tariffs on the Group's operations and results is uncertain and could be significant, and the Issuer can provide no assurance that any strategies it implements to mitigate the impact of such tariffs or other trade actions will be successful. While the Group is managing its product development and production operations on a global basis to reduce costs and lead times, unique national or regional standards can result in additional costs for product development, testing and manufacturing. Governments often require the implementation of new requirements during the middle of a product cycle, which can be substantially more expensive than accommodating these requirements during the design phase of a new product. The imposition of any additional taxes and levies or change in government policy designed to limit the use of high performance sports cars or automobiles more generally, or any decisions by policymakers to implement taxes on luxury automobiles, could also adversely affect the demand for the Group's cars. The occurrence of the above may have a material adverse effect on the Group's business, results of operations and financial condition.

If the Group were to lose its Authorised Economic Operator certificate, it may be required to modify its current business practices and to incur increased costs, as well as experience shipment delays.

Because the Group ships and sells its cars in numerous countries, the customs regulations of various jurisdictions are important to its business and operations. To expedite customs procedure, it applied for, and currently holds, the European Union's Authorised Economic Operator (AEO) certificate. The AEO certificate is granted to operators that meet certain requirements regarding supply chain security and the safety and compliance with law of the operator's customs controls and procedures. Operators are audited periodically for continued compliance with the requirements. The AEO certificate allows the Group to benefit from special expedited customs treatment, which significantly facilitates the shipment of its cars in the various markets where it operates. The AEO certificate was subject to mandatory audit review in 2019 and renewal of the AEO certification was obtained. If the Group were to lose the AEO status, including for failure to meet one of the certification's requirements, it would be required to change its business practices and to adopt standard customs procedures for the shipment of its cars. This could result in increased costs and shipment delays, which, in turn, could negatively affect the Group's results of operations.

Risks Related to the Group's Liquidity, Existing Indebtedness and General Financing Conditions

The Group's indebtedness could adversely affect its operations and the Group may face difficulties in servicing or refinancing its debt.

As of 31 December 2019, the Group's gross consolidated debt was approximately €2,090 million (which includes its financial services). The Group's current and long-term debt requires it to dedicate a portion of its cash flow to service interest and principal payments and, if interest rates rise, this amount may increase. In addition, the Group's existing debt may limit its ability to raise further capital or incur additional indebtedness to execute its growth strategy or otherwise may place the Group at a competitive disadvantage relative to competitors that have less debt. To the extent the Group becomes more leveraged, the risks described above would increase. The Group may also have difficulty refinancing its existing debt or incurring new debt on terms that it would consider to be commercially reasonable, if at all.

Risks Related to Governance and the Separation from FCA

The interests of the Issuer's largest shareholders may differ from the interests of other shareholders.

Exor N.V. (**Exor**) is the Issuer's largest shareholder, holding approximately 24.0 percent of its outstanding common shares and approximately 35.8 percent of its voting power (as of 7 February 2020). Therefore, Exor has a significant influence over the matters submitted to a vote of the Issuer's shareholders, including matters such as adoption of the annual financial statements, declarations of annual dividends, the election and removal of the members of the Issuer's board of directors (the **Board of Directors**), capital increases and amendments to the Issuer's articles of association. In addition, as of 7 February 2020, Piero Ferrari, the Vice Chairman of Ferrari, holds approximately 10.2 percent of the Issuer's outstanding common shares and approximately 15.2 percent of voting interest in the Issuer (as of 7 February 2020). The percentages of ownership and voting power above are calculated based on the number of outstanding shares net of treasury shares. As a result, he also has influence in matters submitted to a vote of the Issuer's shareholders. Exor and Piero Ferrari informed the Issuer that they have entered into a shareholder agreement pursuant to which they have undertaken to consult for the purpose of forming, where possible, a common view on the items on the agenda of shareholders meetings. See further "*Description of the Issuer—Share Capital and Ownership*" below. The interests of Exor and Piero Ferrari may in certain cases differ from those of other shareholders. In addition, the sale of substantial amounts of the Issuer's common shares in the public market by Piero Ferrari or the perception that such a sale could occur could adversely affect the prevailing market price of the common shares.

The Issuer may have potential conflicts of interest with FCA and Exor and its related companies.

Questions relating to conflicts of interest may arise between the Issuer and FCA, its former largest shareholder, in a number of areas relating to common shareholdings and management, as well as their past and ongoing relationships. There are certain overlaps among the directors and officers of the Issuer and FCA. For example, Mr. John Elkann, the Issuer's Executive Chairman, is the Chairman and an executive director of FCA and Chairman and Chief Executive Officer of Exor. Certain of the Issuer's other directors and officers may also be directors or officers of FCA or Exor, the Issuer's and FCA's largest shareholder. These individuals owe duties both to the Issuer and to the other companies that they serve as officers and/or directors, which may create

conflicts as, for example, these individuals review opportunities that may be appropriate or suitable for both the Issuer and such other companies, or the Group pursues business transactions in which both the Group and such other companies have an interest, such as the Group's arrangement to supply engines for Maserati cars. Exor holds approximately 24.0 percent of the Issuer's outstanding common shares and approximately 35.8 percent of the voting power in it (as of 7 February 2020), while it holds approximately 28.7 percent of the outstanding common shares and approximately 41.7 percent of the voting power in FCA (based on SEC filings). The percentages of ownership and voting power above are calculated based on the number of outstanding shares net of treasury shares. Exor also owns a controlling interest in CNH Industrial N.V., which was part of the FCA Group before its spin-off several years ago. These ownership interests could create actual, perceived or potential conflicts of interest when these parties or the Issuer's common directors and officers are faced with decisions that could have different implications for Ferrari and FCA or Exor, as applicable.

FCA creditors may seek to hold the Issuer liable for certain FCA obligations.

On 3 January 2016, the Issuer completed its separation from FCA through a series of transactions (the **Separation**). One step of the Issuer's Separation from FCA included a demerger from FCA of the Issuer's common shares previously held by it. In connection with a demerger under Dutch law, the demerged company may continue to be liable for certain obligations of the demerging company that exist at the time of the demerger, but only to the extent that the demerging company fails to satisfy such liabilities. Based on other actions taken as part of the Separation, the Issuer does not believe it retains any liability for obligations of FCA existing at the time of the Separation. Nevertheless, in the event that FCA fails to satisfy obligations to its creditors existing at the time of the demerger, it is possible that those creditors may seek to recover from the Issuer, claiming that it remains liable to satisfy such obligations. While the Issuer believes it would prevail against any such claim, litigation is inherently costly and uncertain and could have an adverse effect. See "Description of the Issuer and the Group—History and Development".

Risks Related to Taxation

Changes to taxation or the interpretation or application of tax laws could have an adverse impact on the Group's results of operations and financial condition.

The Group's business is subject to various taxes in different jurisdictions (mainly Italy), which include, among others, the Italian corporate income tax (**IRES**), regional trade tax (**IRAP**), value added tax (**VAT**), excise duty, registration tax and other indirect taxes. The Group is exposed to the risk that its overall tax burden may increase in the future.

Changes in tax laws or regulations or in the position of the relevant Italian and non-Italian authorities regarding the application, administration or interpretation of these laws or regulations, particularly if applied retrospectively, could have negative effects on the Group's current business model and have a material adverse effect on its business, operating results and financial condition.

In order to reduce future potential disputes with tax authorities, the Group seeks advance agreements with tax authorities on significant matters. In particular the Group filed a ruling application for advance pricing agreement (APA) on transfer pricing.

In addition, tax laws are complex and subject to subjective valuations and interpretive decisions, and the Group will periodically be subject to tax audits aimed at assessing its compliance with direct and indirect taxes. The tax authorities may not agree with the Group's interpretations of, or the positions it has taken or intends to take on, tax laws applicable to its ordinary activities and extraordinary transactions. In case of challenges by the tax authorities to its interpretations, the Group could face long tax proceedings that could result in the payment of penalties and have a material adverse effect on its operating results, business and financial condition.

As a result of the demergers and the merger in connection with the Separation from FCA, the Issuer might be jointly and severally liable with FCA for certain tax liabilities arisen in the hands of FCA.

Although the Italian tax authorities confirmed in a positive advance tax ruling issued on October 9, 2015 that the demergers and the merger that were carried out in connection with the Separation would be respected as tax-free, neutral transactions from an Italian income tax perspective, under Italian tax law the Issuer may still be held jointly and severally liable, as a result of the combined application of the rules governing the allocation of tax liabilities in case of demergers and mergers, with FCA for taxes, penalties, interest and any other tax liability

arising in the actions of FCA because of violations of its tax obligations related to tax years prior to the two demergers described in the section “*Description of the Issuer and the Group—History and Development*”.

The Group currently benefits or seeks to benefit from certain special tax regimes, which may not be available in the future.

The Group currently calculates taxes due in Italy based, among other things, on certain tax breaks recognised by Italian tax regulations for R&D expenses and for the investments on manufacturing equipment (available until fiscal year 2019 according to current regulations), which result in a tax saving. Law No. 160 of 27 December 2019 (Finance Act 2020) introduced new rules relating to tax breaks. In particular, the hyper- and super-depreciation have been modified into a tax credit for the purchase of new capital assets. Finance Act 2020 also introduced new tax credits for (i) technological innovation and ecological transition, and (ii) the design and creation of new products and samples.

These new measures continue to mitigate the amount of taxes due in Italy by the Issuer. Significant changes in regulations or interpretation might adversely affect the availability of such exemptions and result in higher tax charges for the Issuer and as such its profitability may be impacted.

Italian Law No. 190 of 23 December 2014, as subsequently amended and supplemented (Finance Act 2015) introduced an optional Patent Box regime in the Italian tax system. The Patent Box regime is a tax exemption related to, inter alia, the use of intellectual property assets. Business income derived from the use of each qualified intangible asset is partially exempted from taxation for both IRES and IRAP purposes. In September 2018, the Group received the mandatory ruling from the Italian tax authorities according to which it is able to significantly reduce its tax burden. The ruling covers the period starting from 2015 and it remains in force until fiscal year 2019. The Group is progressing with the required activities to apply the Patent Box tax regime for the period from 2020 to 2024, in line with currently applicable tax regulations in Italy. The amount of the related tax benefits (if any) that the Group may receive from the tax regime remains subject to uncertainty.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE NOTES

The Issuer is a holding company.

The Issuer is a holding company and the operations of the Group are carried out through its subsidiaries and, to such extent, the Issuer depends on the earnings and cash flows of, and the distribution of funds from, these subsidiaries to meet its debt obligations, including its obligations with respect to the Notes. Generally, creditors of a subsidiary, including trade creditors, secured creditors and creditors holding indebtedness and guarantees issued by the subsidiary, will have a claim over the assets of that subsidiary before any of those assets can be distributed to shareholders upon liquidation or winding up. As a result, the Issuer’s obligations in respect of the Notes will, to the extent described above, effectively be subordinated to the prior payment of all the debts and other liabilities of the Issuer’s direct and indirect subsidiaries, including the rights of trade creditors, secured creditors and creditors holding indebtedness and guarantees issued by the subsidiaries, all of which could be substantial.

The conditions of the Notes may be modified.

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) certain modifications of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Notes, or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such, in the circumstances described in Condition 13 (*Meeting of Noteholders, Modification, Waiver, Authorisation and Determination, Substitution*).

The Notes do not restrict the amount of debt which the Issuer may incur.

The conditions relating to the Notes do not contain any restriction on the amount of indebtedness which the Issuer and its subsidiaries may from time to time incur. In the event of any insolvency or winding-up of the Issuer, the Notes will rank equally with the Issuer's other unsecured senior indebtedness and, accordingly, any increase in the amount of the Issuer's unsecured senior indebtedness in the future may reduce the amount recoverable by Noteholders. In addition, the Notes are unsecured and, save as provided in Condition 3 (*Negative Pledge*), do not contain any restriction on the giving of security by the Issuer and its subsidiaries over present and future indebtedness. Where security has been granted over assets of the Issuer to secure indebtedness, in the event of any insolvency or winding-up of the Issuer, such indebtedness will rank in priority over the Notes and other unsecured indebtedness of the Issuer in respect of such assets. In relation to the assets and indebtedness of the Issuer's subsidiaries, see also "*The Issuer is a holding company*" above.

The Notes may be redeemed prior to maturity.

The Notes contain an optional redemption feature, as set out in Condition 6.3 ("Make-whole Redemption by the Issuer"), which is likely to limit their market value. During any period when the Issuer may elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate.

In addition, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Italy or the Netherlands or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the conditions of the Notes.

If the Issuer calls and redeems the Notes in the circumstances mentioned above, the Noteholders may not be able to reinvest the redemption proceeds in securities offering a comparable yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

The Notes are not rated.

Neither the Notes nor the long-term debt of the Issuer are rated. To the extent that any credit rating agencies assign credit ratings to the Notes, such ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.

The Notes will be represented by the Global Notes except in certain limited circumstances described in the Permanent Global Note. The Global Notes will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in certain limited circumstances described in the Permanent Global Note, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes and, while the Notes are represented by the Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

The Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the common depositary for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Denominations involve integral multiples: definitive Notes.

The Notes have denominations consisting of a minimum specified denomination of €100,000 plus one or more higher integral multiples of another smaller amount as set out in Condition 1 (“*Form, Denomination and Title*”) and as such it is possible that the Notes may be traded in amounts in excess of the minimum specified denomination that are not integral multiples of such minimum specified denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum specified denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum specified denomination such that its holding amounts to a specified denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum specified denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum specified denomination such that its holding amounts to a specified denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum specified denomination may be illiquid and difficult to trade.

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Notes.

The Notes are new securities which may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although applications have been made for the Notes to be admitted to listing on the Official List of Euronext Dublin and to trading on Euronext Dublin, there is no assurance that an active trading market will develop, and if a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

The Notes are subject to exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Notes in euro. This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the **Investor’s Currency**) other than the euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the euro or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the euro would decrease (i) the Investor’s Currency-equivalent yield on the Notes, (ii) the Investor’s Currency-equivalent value of the principal payable on the Notes, and (iii) the Investor’s Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Prospectus shall be incorporated by reference in, and form part of, this Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Prospectus.

- (a) The audited consolidated annual financial statements as of 31 December 2019 and 2018 and for the three years in the period ended 31 December 2019, of the Issuer, and the report of independent registered public accounting firm thereon, contained in the Issuer's Annual Report on Form 20-F for the financial year ended 31 December 2019 (available on the Issuer's website at the following link: <https://corporate.ferrari.com/en/investors/regulatory-filings-and-press-releases/sec-filings>) and prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (**IFRS**), are set out at the following pages in particular:

Report of Independent Registered Public Accounting Firm	Pages F-2 to F-3
Consolidated income statement	Page F-4
Consolidated statement of comprehensive income	Page F-5
Consolidated statement of financial position	Page F-6
Consolidated statement of cash flows	Page F-7
Consolidated statements of changes in equity	Page F-8
Notes to the consolidated financial statements	Pages F-9 to F-70

- (b) The section under the heading “*Non-GAAP Financial Measures*” starting on page 69 of the Issuer's Annual Report on Form 20-F for the year ended 31 December 2019, available on the Issuer's website at the following link: <https://corporate.ferrari.com/en/investors/regulatory-filings-and-press-releases/sec-filings>.

- (c) The unaudited interim condensed consolidated financial statements at and for the three months ended 31 March 2020 of the Issuer are contained in the Issuer's Interim Report on Form 6-K for the three months ended 31 March 2020 (available on the Issuer's website at the following link: <https://corporate.ferrari.com/en/investors/regulatory-filings-and-press-releases/sec-filings>) and prepared in accordance with IFRS, are set out at the following pages in particular:

Interim consolidated income statement	Page F-1
Interim consolidated statement of comprehensive income	Page F-2
Interim consolidated statement of financial position	Page F-3
Interim consolidated statement of cash flows	Page F-4
Interim consolidated statements of changes in equity	Page F-5
Notes to the interim condensed consolidated financial statements	Pages F-6 to F-26

- (d) The section under the heading “*Management's Discussion and Analysis of Financial Condition and Results of Operations—Highlights—Other Statistical Information—Shipments*” on page 6 of the Issuer's Interim Report on Form 6-K for the three months ended 31 March 2020.

- (e) The section under the heading “*Non-GAAP Financial Measures*” on page 9 of the Issuer’s Interim Report on Form 6-K for the three months ended 31 March 2020.
- (f) Any other information not listed above but contained in such document is incorporated by reference for information purposes only.

Any websites referred to in this Prospectus are for information purposes only and do not form part of this Prospectus, unless that information is incorporated by reference. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

CONDITIONS OF THE NOTES

The following is the text of the Conditions of the Notes which (subject to modification) will be endorsed on each Note in definitive form (if issued):

The €650,000,000 1.500 per cent. Notes due 27 May 2025 (the **Notes**) of Ferrari N.V. (the **Issuer**) are constituted by a trust deed to be dated 27 May 2020 (as amended or supplemented from time to time, the **Trust Deed**) made between the Issuer and Deutsche Trustee Company Limited as trustee (the **Trustee**, which expression shall include its successor(s)) as trustee for the holders of the Notes (the **Noteholders**) and the holders of the interest coupons appertaining to the Notes (the **Couponholders** and the **Coupons** respectively)) and are the subject of an agency agreement to be dated 27 May 2020 (as amended or supplemented from time to time, the **Agency Agreement**) made between the Issuer, Deutsche Bank A.G., London Branch, as principal paying agent (the **Principal Paying Agent** and, together with any other agents appointed in accordance with such agreement, the **Paying Agents**, which expression shall include any successor(s)) and the Trustee.

Certain provisions of these Conditions are summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed and the Agency Agreement. The Noteholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours by the Noteholders and the Couponholders at the specified office of each of the Paying Agents (or via email upon request).

1. FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Notes are in bearer form, serially numbered, in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000 each with Coupons attached on issue. Notes of one denomination may not be exchanged for Notes of another denomination.

1.2 Title

Title to the Notes and to the Coupons will pass by delivery.

Notes shall not be physically delivered in Belgium except to a clearing system, a depositary or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.

1.3 Holder Absolute Owner

The Issuer, any Paying Agent and the Trustee will (except as ordered by a court of competent jurisdiction or as otherwise required by law) deem and treat the bearer of any Note or Coupon as the absolute owner for all purposes (whether or not the Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Note or Coupon or any notice of previous loss or theft of the Note or Coupon) and shall not be required to obtain any proof thereof or as to the identity of such bearer and no person shall be liable for so treating the bearer.

2. STATUS

The Notes and the Coupons are direct, unconditional and (subject to the provisions of Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and (subject as provided above) rank and will rank *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

3. NEGATIVE PLEDGE

3.1 Negative Pledge

So long as any Note remains outstanding (as defined in the Trust Deed), the Issuer shall not, and the Issuer shall procure that Ferrari Italy (as defined below) shall not, create or permit to subsist any mortgage, charge, pledge, lien or similar security interest (each a **Security Interest**) upon the whole or any part of the present or future undertaking, assets or revenues (including uncalled capital) of the Issuer or Ferrari Italy, as the case may be, to secure any Relevant Indebtedness (as defined below) or any guarantee of Relevant Indebtedness, without:

- (a) at the same time or prior thereto ensuring that the Issuer's obligations under the Notes are secured equally and rateably therewith to the satisfaction of the Trustee; or
- (b) providing such other guarantee or other arrangement (whether or not comprising security) as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the Noteholders or as may be approved by an Extraordinary Resolution (as defined in the Trust Deed).

3.2 Interpretation

For the purposes of these Conditions:

- (a) **Control or controlled** means the ownership of more than 50 per cent. of the voting share capital of an entity or the power to appoint a majority of the board of directors or other most senior governing board of that entity whether through the ownership of voting capital, by contract or otherwise;
- (b) **Ferrari Italy** means Ferrari S.p.A. or any entity controlled by the Issuer (a **Ferrari Successor Entity**) which, as a result of any merger, consolidation, amalgamation, reorganisation, transfer of all or substantially all of the business, assets or undertaking of Ferrari S.p.A. (or, as the case may be, a Ferrari Successor Entity) (whether by operation of law or by universal succession or by way of sale, contribution, lease, conveyance, demerger or otherwise), reconstruction or restructuring on a solvent basis, beneficially owns (whether after one step or after more than one step) all or substantially all of the business, assets and undertaking owned by Ferrari S.p.A. immediately prior thereto; and
- (c) **Relevant Indebtedness** means any indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other debt security which with the consent of the Issuer is, or is intended to be, listed, quoted or traded on any stock exchange or on any other recognised securities market (including, without limitation, any over-the-counter securities market).

4. INTEREST

4.1 Interest Rate and Interest Payment Dates

The Notes bear interest on their outstanding principal amount from and including 27 May 2021 at the rate of 1.500 per cent. per annum, payable annually in arrear on 27 May in each year (each an **Interest Payment Date**). The first payment shall be made on 27 May 2021.

4.2 Interest Accrual

Each Note will cease to bear interest from and including its due date for redemption unless, upon due presentation, payment of the principal in respect of the Note is improperly withheld or refused or unless default is otherwise made in respect of payment. In such event interest will continue to accrue in respect of the principal amount of, and any unpaid amounts on, the Notes, both before and after judgment, as provided in the Trust Deed.

4.3 Calculation of Broken Interest

When interest is required to be calculated in respect of any period of less than a full year, it shall be calculated by applying the rate of 1.500 per cent. per annum to each €1,000 principal amount of Notes

(the **Calculation Amount**) and on the basis of (a) the actual number of days in the period from and including the date from which interest begins to accrue (the **Accrual Date**) to but excluding the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to but excluding the next following Interest Payment Date. The resultant figure shall be rounded to the nearest cent, half a cent being rounded upwards. The interest payable in respect of a Note shall be the product of such rounded figure and the amount by which the Calculation Amount is multiplied to reach the denomination of the relevant Note, without any further rounding.

5. PAYMENTS

5.1 Payments in respect of Notes

Payments of principal, premium and interest in respect of each Note will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Note, except that payments of interest due on an Interest Payment Date will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States of any of the Paying Agents.

5.2 Method of Payment

Payments will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

5.3 Missing Unmatured Coupons

Each Note should be presented for payment together with all relative unmatured Coupons, failing which the full amount of any relative missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of the missing unmatured Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7 (*Taxation*)) in respect of the relevant Note (whether or not the Coupon would otherwise have become void pursuant to Condition 8 (*Prescription*)).

5.4 Payments subject to applicable laws

Without prejudice to the provisions of Condition 7 (*Taxation*), payments in respect of principal, premium and interest on the Notes are subject in all cases to (i) any fiscal or other laws and regulations applicable in the place of payment, including (without limitation) any obligations pursuant to such laws or regulations to make a withholding or deduction for or on account of any taxes, duties or assessments of whatever nature, and (ii) any withholding or deduction required to pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, the regulations thereunder, any official interpretations thereof, or any agreement, law, regulation or other official guidance implementing an intergovernmental approach thereto, and the Issuer will not be liable to pay any additional amounts in the event of any such withholding or deduction.

5.5 Payment only on a Presentation Date

A holder shall be entitled to present a Note or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 4 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date for payment.

Presentation Date means a day which (subject to Condition 8 (*Prescription*)):

- (a) is or falls after the relevant due date;
- (b) is a Business Day in the place of the specified office of the Paying Agent at which the Note or Coupon is presented for payment; and

- (c) in the case of payment by credit or transfer to a euro account as referred to above, is a TARGET2 Settlement Day.

In this Condition, **Business Day** means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place and **TARGET2 Settlement Day** means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

5.6 Initial Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents provided that:

- (a) there will at all times be a Principal Paying Agent;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having a specified office in the place required by the rules and regulations of the relevant stock exchange or any other relevant authority; and
- (c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than (i) the jurisdiction in which the Issuer is incorporated, and (ii) the Republic of Italy.

Notice of any variation, termination, appointment and/or of any changes in specified offices will be given to the Noteholders promptly by the Issuer in accordance with Condition 12 (*Notices*).

6. REDEMPTION AND PURCHASE

6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the Issuer will redeem the Notes at their principal amount on 27 May 2025 (the **Maturity Date**).

6.2 Redemption for Taxation Reasons

If the Issuer satisfies the Trustee before the giving of the notice referred to below that:

- (a) as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction (as defined in Condition 7 (*Taxation*)), or any change in the application or official interpretation of the laws or regulations of a Relevant Jurisdiction, which change or amendment becomes effective after 21 May 2020, on the next Interest Payment Date the Issuer would be required to pay additional amounts as provided or referred to in Condition 7 (*Taxation*); and
- (b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it,

the Issuer may at its option, having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable), redeem all the Notes, but not some only, at any time at their principal amount together with interest accrued to but excluding the date of redemption, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts, were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (i) a certificate signed by one director or authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of the change or amendment, and the Trustee shall be entitled to accept the certificate and opinion as

sufficient evidence of the satisfaction of the conditions precedent set out above, in which event they shall be conclusive and binding on the Noteholders and the Couponholders and the Trustee shall be entitled to rely on such certificate and opinion without further enquiry and without liability to any person.

6.3 Make-Whole Redemption by the Issuer

The Issuer may, subject to compliance with all relevant laws, regulations and directives and on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the Make-Whole Redemption Date (as defined below)), redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date (the **Make-Whole Redemption Date**) at an amount per Note, which will be an amount in Euro rounded to the nearest cent (half a cent being rounded upwards) and equal to the greater of:

- (a) 100 per cent. of the principal amount of the Note; or
- (b) as determined by the Reference Dealers (as defined below), the sum of the then current values of the remaining scheduled payments of principal and interest on such Note (not including any interest accrued on the Note to, but excluding, the Make-Whole Redemption Date) discounted to the Make-Whole Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Rate (as defined below) plus 0.4 per cent., plus, in each case (a) or (b) above, any interest accrued on the Note to, but excluding, the Make-Whole Redemption Date.

For the purposes of this Condition 6.3:

Business Day means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place;

Reference Dealers means Banca IMI S.p.A., Barclays Bank PLC, BNP PARIBAS, Goldman Sachs International, J.P. Morgan Securities plc, Merrill Lynch International and UniCredit Bank AG;

Reference Rate means the average of the quotations given by the Reference Dealers on the third Business Day prior to the Make-Whole Redemption Date (the **Calculation Date**) at 11.00 a.m. (Central European time (**CET**)) of the mid-market annual yield to maturity of the OBL 0.000% Apr-25 ISIN: DE0001141810 (the **Reference Bond**). If the Reference Bond is no longer outstanding, a Similar Security will be chosen by the Reference Dealers at 11.00 a.m. (CET) on the Calculation Date, quoted in writing by the Reference Dealers to the Issuer and published in accordance with Condition 12 (*Notices*); and

Similar Security means a reference bond or reference bonds issued by the issuer of the Reference Bond having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6.3 by the Principal Paying Agent, shall (in the absence of manifest error) be binding on the Issuer, the Paying Agents and all Noteholders and Couponholders.

In the case of a partial redemption of Notes in accordance with Condition 6.3, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the Make-Whole Redemption Date (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive

Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 12 (*Notices*) not less than 15 days prior to the Make-Whole Redemption Date. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the Make-Whole Redemption Date pursuant to this Condition 6.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 12 (*Notices*) at least five days prior to the Selection Date.

6.4 Purchases

The Issuer or any of its Subsidiaries (as defined above) may at any time purchase Notes (provided that all unmatured Coupons appertaining to the Notes are purchased with the Notes) in any manner and at any price.

6.5 Cancellations

All Notes which are (a) redeemed or (b) purchased by or on behalf of the Issuer or any of its Subsidiaries may be cancelled, together with all relative unmatured Coupons attached to the Notes or surrendered with the Notes, or may be reissued or resold.

6.6 Notices Final

Upon the expiry of any notice as is referred to in paragraph 6.2 or 6.3 above, the Issuer shall be bound to redeem the Notes to which the notice refers in accordance with the terms of such paragraph.

7. TAXATION

7.1 Payment without Withholding

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed or levied by or on behalf of any of the Relevant Jurisdictions, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders and Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes or, as the case may be, Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in relation to any payment in respect of any Note or Coupon:

- (a) the holder or beneficial owner of which is liable for Taxes in respect of such Note or Coupon by reason of having some present or former connection with the Relevant Jurisdiction other than a mere holding of the Notes; or
- (b) presented for payment in any Relevant Jurisdiction; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming that day to have been a Presentation Date (as defined in Condition 5 (*Payments*)); or
- (d) presented for payment by, or on behalf of, a holder or beneficial owner who is entitled to avoid such withholding or deduction in respect of such Note or Coupon by making a declaration or any other statement to the relevant tax authority, including, but not limited to, a declaration of residence or non-residence or other similar claim for exemption; or
- (e) in the event of payment to a non-Italian resident legal entity or a non-Italian resident individual, to the extent that interest or other amounts is paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information with the Italian authorities; or

- (f) in relation to any payment or deduction of any interest, premium or other proceeds of any Note or Coupon for or on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996, as amended from time to time; or
- (g) as a result of the entry into force of the Dutch Withholding Tax Act 2021 (*Wet Bronbelasting 2021*) on 1 January 2021 substantially in the form as published in the Official Gazette (*Staatsblad*) Stb. 2019, 513 of 27 December 2019.

In addition, any amounts to be paid on any Note or Coupon will be paid net of any deduction or withholding imposed or required pursuant to (a) Sections 1471 to 1474 of the Code or any associated regulations; (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in (a); or (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in clause (a) or (b) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction (collectively, **FATCA**), and no additional amounts will be required to be paid on account of any such FATCA deduction or withholding.

7.2 Interpretation

In these Conditions:

- (a) **Relevant Date** means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Principal Paying Agent or the Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been duly given to the Noteholders by the Issuer in accordance with Condition 12 (*Notices*); and
- (b) **Relevant Jurisdiction** means the Netherlands or the Republic of Italy or any political subdivision or any authority of or in either of them having power to tax.

7.3 Additional Amounts

Any reference in these Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition or under any undertakings given in addition to, or in substitution for, this Condition pursuant to the Trust Deed.

8. PRESCRIPTION

Notes and Coupons will become void unless presented for payment within periods of 10 years (in the case of principal and premium) and five years (in the case of interest) from the Relevant Date in respect of the Notes or, as the case may be, the Coupons, subject to the provisions of Condition 5 (*Payments*).

9. EVENTS OF DEFAULT

9.1 Events of Default

If any of the following events (each an **Event of Default**) occurs and is continuing, the Trustee at its discretion may and, if so requested in writing by holders of at least one-quarter in principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (in each case subject, in the case of the happening of any of the events mentioned in paragraphs (b) to (g) (other than (d) and (e) below), to the Trustee having certified in writing that the happening of such events is in its opinion materially prejudicial to the interests of the Noteholders and, in all cases, to the Trustee having been indemnified and/or secured and/or prefunded to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with accrued interest:

- (a) **Non-payment:** the Issuer fails to pay any amount of principal or interest due in respect of the Notes and that failure to pay continues for more than 14 days after the due date for payment; or

- (b) **Breach of other obligations:** the Issuer defaults in the performance or observance of any one or more other obligations under or in respect of the Notes or the Trust Deed required to be performed or observed by the Issuer and such default is either:
 - (i) in the opinion of the Trustee, incapable of remedy, in which case no notice referred to in (ii) below will be required; or
 - (ii) in the opinion of the Trustee, capable of remedy and the default remains unremedied for 30 days (or such longer period as the Trustee may agree) after the Trustee has given written notice to the Issuer specifying the default and requiring that default to be remedied; or
- (c) **Cross-acceleration:** (i) the repayment of any indebtedness for borrowed money owing by the Issuer or Ferrari Italy is accelerated by reason of default (however expressed) and such acceleration has not been rescinded, waived, cancelled or annulled, or (ii) the Issuer or Ferrari Italy is in default (after the expiry of any originally applicable grace period for such payment) in any payment when due of indebtedness for borrowed money, or (iii) any Security Interest given by the Issuer or Ferrari Italy for any indebtedness for borrowed money is enforced (and such enforcement has not been rescinded, waived, cancelled or annulled), or (iv) default is made by the Issuer or Ferrari Italy in making any payment due under any guarantee and/or indemnity given by it in relation to any indebtedness for borrowed money (after the expiry of any originally applicable grace period for such payment); provided that no such event shall constitute an Event of Default unless the aggregate outstanding amount of such accelerated or unpaid indebtedness for borrowed money (or guarantee or indemnity in relation to indebtedness for borrowed money), whether alone or when aggregated with all other such outstanding accelerated or unpaid indebtedness for borrowed money (or guarantee or indemnity in relation to indebtedness for borrowed money), exceeds €100 million and provided that no such event shall constitute an Event of Default so long as and to the extent that the Issuer or Ferrari Italy, as the case may be, is contesting in good faith and by appropriate means that such payment is not due and/or such default has not occurred, as appropriate; or
- (d) **Winding-up:** any final order is made by any competent court or other authority, or a resolution is passed by the Issuer or Ferrari Italy, for the liquidation, dissolution or winding-up of the Issuer or Ferrari Italy, or for the appointment of a liquidator, receiver or trustee of the Issuer or Ferrari Italy or of, in either case, all or substantially all of its assets otherwise than (i) for the purposes of a Permitted Reorganisation; or (ii) on terms previously approved by the Trustee or by an Extraordinary Resolution; or
- (e) **Insolvency:** the Issuer or Ferrari Italy is finally adjudicated or found insolvent, or suspends payment of, or is unable to, or admits its inability to pay its debts generally as they fall due; or
- (f) **Ceasing to Carry on Business:** the Issuer or Ferrari Italy ceases or threatens to cease to carry on all or substantially all of its business either in a single transaction or in a series of transactions (whether or not related) or makes a general assignment or an arrangement or composition with or for the benefit of its creditors generally otherwise than (i) for the purposes of a Permitted Reorganisation; or (ii) on terms previously approved by the Trustee or by an Extraordinary Resolution; or
- (g) **Analogous Event:** if any event occurs which, under the laws of any Relevant Jurisdiction (as defined in Condition 7 (*Taxation*)), has or may have, in the Trustee's opinion, an analogous effect to any of the events referred to in subparagraphs (d) to (f) above.

9.2 Interpretation

For the purposes of this Condition 9:

Permitted Reorganisation means (i) any merger, consolidation, amalgamation, reorganisation, transfer of all or substantially all of the business, assets or undertaking of the Issuer or Ferrari Italy (whether by operation of law or by universal succession or by way of sale, contribution, lease, conveyance, demerger or otherwise), reconstruction or restructuring on a solvent basis, and the surviving or acquiring company (x) beneficially owns (whether after one step or after more than one step) all or substantially all of the business, assets and undertaking owned by the Issuer or Ferrari Italy

immediately prior thereto and (y) (A) in the case of a Permitted Reorganisation of the Issuer or a successor to the Issuer, assumes all obligations of the Issuer or such successor under the Notes and the Trust Deed either expressly, by operation of law or by universal succession and (B) in the case of a Permitted Reorganisation of Ferrari Italy, is the Issuer, a successor of the Issuer or an entity controlled by the Issuer; (ii) for the purposes of or in connection with, and followed by, a substitution of the relevant entity pursuant to and in accordance with Condition 13.5 (*Substitution*); or (iii) on terms approved by an Extraordinary Resolution of the Noteholders.

10. ENFORCEMENT

10.1 Enforcement by the Trustee

The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons or otherwise, but it shall not be bound to take any such proceedings or other steps or action unless (a) it has been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding and (b) it has been indemnified and/or secured and/or pre-funded to its satisfaction.

10.2 Limitation on Trustee actions

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

10.3 Enforcement by the Noteholders

No Noteholder or Couponholder shall be entitled to (i) take any steps or action against the Issuer to enforce the performance of any of the provisions of the Trust Deed, the Notes or the Coupons or (ii) take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer, in each case unless the Trustee, having become bound so to take any such action, steps or proceedings, fails so to do within a reasonable period and such failure shall be continuing.

11. REPLACEMENT OF NOTES AND COUPONS

Should any Note or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Principal Paying Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

12. NOTICES

All notices to the Noteholders will be valid if published in a leading English language daily newspaper published in London and, so long as the Notes are listed on Euronext Dublin and the rules of that exchange so require, if published via the Companies Announcements Office of Euronext Dublin (at www.ise.ie). It is expected that publication in a newspaper will normally be made in the *Financial Times* or such other English language daily newspaper with general circulation in Europe as the Issuer may decide. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee

may approve. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this paragraph.

13. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION, SUBSTITUTION

13.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons present holding or representing more than 50 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons present whatever the principal amount of the Notes held or represented by him or them, except that, at any meeting the business of which includes any matter defined in the Trust Deed as a Basic Terms Modification, including the modification of certain of the provisions of these Conditions and certain of the provisions of the Trust Deed (including the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes), the necessary quorum required to pass an Extraordinary Resolution will be one or more persons present holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, of the principal amount of the Notes for the time being outstanding. The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than two-thirds of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than two-thirds in principal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than two-thirds in principal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all Noteholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

13.2 Modification, Waiver, Authorisation and Determination

The Trustee may agree, without the consent of the Noteholders or Couponholders (i) to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such (provided that, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders), or (ii) to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error, an error which is, in the opinion of the Trustee, proven, or which modification is required to comply with a mandatory provision of law.

13.3 Trustee to have Regard to Interests of Noteholders as a Class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 7 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 7 (*Taxation*) pursuant to the Trust Deed.

13.4 Notification to the Noteholders

Any modification, abrogation, waiver, authorisation or determination shall be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, any modification shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 12 (*Notices*).

13.5 Substitution

The Trustee may agree, without the consent of the Noteholders or the Couponholders, to the substitution of any Subsidiary of the Issuer in place of the Issuer as issuer and principal debtor under the Trust Deed, the Notes and the Coupons provided that the Notes are unconditionally and irrevocably guaranteed by the Issuer and certain other conditions specified in the Trust Deed are fulfilled. Any such substitution shall be binding on the Noteholders and Couponholders and shall be notified to the Noteholders within 14 days thereafter. For the purpose of this Condition, **Subsidiary** means an entity controlled by a person.

14. INDEMNIFICATION AND PROTECTION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER

14.1 Indemnification and protection of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer, the Noteholders and the Couponholders, including (i) provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

14.2 Trustee Contracting with the Issuer

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of the Issuer's Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

15. FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes, having the same terms and conditions as the Notes, or the same except for the amount and date of the first payment of interest, which may be consolidated and form a single series with the outstanding Notes. Any further notes or bonds which are to form a single series with the outstanding notes or bonds of any series (including the Notes) constituted by the Trust Deed or any supplemental deed shall, and any other further notes or bonds may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of notes or bonds of other series in certain circumstances where the Trustee so decides.

16. GOVERNING LAW AND SUBMISSION TO JURISDICTION

16.1 Governing Law

The Trust Deed, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and the Coupons are governed by, and construed in accordance with, English law.

16.2 Submission to Jurisdiction

- (a) Subject to Condition 16.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Notes or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes or the Coupons (a **Dispute**) and each of the Issuer, the Trustee and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
- (b) For the purposes of this Condition 16, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (c) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction and (ii) concurrent proceedings in any number of jurisdictions.

16.3 Appointment of Process Agent

The Issuer irrevocably appoints Ferrari N.V. (UK Branch) as its agent for service of process in any proceedings before the English courts in relation to any Dispute and agrees that, in the event of Ferrari N.V. (UK Branch) being unable or unwilling for any reason so to act, it will immediately appoint another person approved by the Trustee as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing in this Condition shall affect the right to serve process in any other manner permitted by law.

16.4 Other Documents

The Issuer has in the Agency Agreement and the Trust Deed submitted to the jurisdiction of the English courts and appointed an agent in England for service of process, in terms substantially similar to those set out above.

17. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE REPRESENTED BY THE GLOBAL NOTES

The following is a summary of the provisions to be contained in the Trust Deed to constitute the Notes and in the Global Notes which will apply to, and in some cases modify, the Conditions of the Notes while the Notes are represented by the Global Notes.

1. Accountholders

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Notes for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders) other than with respect to the payment of principal, premium and interest on such principal amount of such Notes, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the relevant Global Note in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Note.

2. Payments

On and after the Exchange Date, no payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal, premium and interest in respect of Notes represented by a Global Note will, subject as set out below, be made to the bearer of such Global Note against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of such Global Note to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purposes. A record of each payment made will be endorsed on the appropriate part of the schedule to the relevant Global Note by or on behalf of the Principal Paying Agent, which endorsement shall be *prima facie* evidence that such payment has been made in respect of the Notes. Payments of interest on the Temporary Global Note (if permitted by the first sentence of this paragraph) will be made only upon certification as to non-U.S. beneficial ownership unless such certification has already been made.

3. Notices

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relevant Accountholders rather than by publication as required by Condition 12 (Notices), provided that, so long as the Notes are listed on Euronext Dublin, notices shall also be published in accordance with the rules of such exchange. Any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any of the Notes held by a Noteholder are represented by a Global Note, notices to be given by such Noteholder may be given by such Noteholder (where applicable) through the applicable clearing system's operational procedures approved for this purpose and otherwise in such manner as the Principal Paying Agent and the applicable clearing system may approve for this purpose.

4. Interest Calculation

For so long as Notes are represented by one or both of the Global Notes, interest payable to the bearer of a Global Note (including for when interest is required to be calculated for a period of less than a full year) will be calculated by applying the rate of 1.500 per cent. per annum to the principal amount of the Global Note and on the basis of (i) the actual number of days in the period from and including the date from which interest begins to accrue (the **Accrual Date**) to but excluding the date on which it falls due divided by (ii) the actual number of days from and including the Accrual Date to but excluding the next following Interest Payment Date. The resultant figure is rounded to the nearest cent (half a cent being rounded upwards).

5. Exchange

The Permanent Global Note will be exchangeable in whole but not in part (free of charge to the holder) for definitive Notes only:

- (a) upon any of the events defined in the Trust Deed as “Events of Default” having occurred and are continuing;
- (b) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available; or
- (c) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form and a certificate to such effect signed by one director of the Issuer is given to the Trustee.

Thereupon (in the case of (a) and (b) above) the holder of the Permanent Global Note (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer and the Principal Paying Agent and (in the case of (c)) the Issuer may give notice to the Trustee, the Principal Paying Agent and the Noteholders, of its intention to exchange the Permanent Global Note for definitive Notes. Any exchange shall occur no later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Exchanges will be made upon presentation of the Permanent Global Note to or to the order of the Principal Paying Agent on any day on which banks are open for general business in London. In exchange for the Permanent Global Note the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Permanent Global Note, the Issuer will procure that it is cancelled and, if the holder so requests, returned to the holder together with any relevant definitive Notes.

6. Prescription

Claims against the Issuer in respect of principal and interest on the Notes represented by a Global Note will be prescribed after 10 years (in the case of principal and premium) and five years (in the case of interest) from the Relevant Date (as defined in Condition 7 (*Taxation*)).

7. Cancellation

Cancellation of any Note represented by a Global Note and required by the Conditions of the Notes to be cancelled following its redemption or purchase will be effected by endorsement by or on behalf of the Principal Paying Agent of the reduction in the principal amount of the relevant Global Note on the relevant part of the schedule thereto.

8. Euroclear and Clearstream, Luxembourg

Notes represented by a Global Note are transferable in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as appropriate. References in the Global Notes and this summary to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Trustee.

USE AND ESTIMATED NET AMOUNT OF PROCEEDS

The estimated net proceeds of the issue of the Notes is €640,675,750. The net proceeds of the issue of Notes will be used by the Issuer for general corporate purposes.

DESCRIPTION OF THE ISSUER AND THE GROUP

Overview

Ferrari is among the world's leading luxury brands focused on the design, engineering, production and sale of the world's most recognisable luxury performance sports cars. The Ferrari brand symbolises exclusivity, innovation, state-of-the-art sporting performance and Italian design and engineering heritage. The name and history and the image enjoyed by the cars are closely associated with the Ferrari Formula 1 racing team, Scuderia Ferrari, the most successful team in Formula 1 history. Since the inaugural year of Formula 1 in 1950 through the present, Scuderia Ferrari has won 238 Grand Prix races, 16 Constructor World titles and 15 Drivers' World titles. The Issuer believes its history of excellence, technological innovation and defining style transcends the automotive industry, and is the foundation of the Ferrari brand and image. The Group designs, engineers and produces its cars in Maranello, Italy, and sells them in over 60 markets worldwide through a network of 166 authorised dealers operating 187 points of sale as of the end of 2019.

The Issuer believes its cars are the epitome of performance, luxury and styling. The Group's product offering comprises four main pillars: the sports range, the GT range, special series and Icona, a line of modern cars inspired by Ferrari's iconic cars of the past. The current product range (including cars presented in 2019, for which shipments will commence in 2020) is comprised of five sports cars (SF90 Stradale, F8 Tributo, F8 Spider, 812 Superfast and 812 GTS), four GT cars (Ferrari Roma, Ferrari Portofino, GTC4Lusso and GTC4Lusso T) and two special series cars (488 Pista and 488 Pista Spider), as well as two versions of the Group's first Icona car, the Ferrari Monza SP1 and the Ferrari Monza SP2. The Group also produces limited edition hypercars (*fuori serie*) and one-off cars. Ferrari's most recent hypercar, the LaFerrari Aperta, was launched in 2016 to celebrate Ferrari's 70th Anniversary and finished its limited series run in 2018. In 2019, the Group unveiled the SF90 Stradale (its first series production Plug-in Hybrid Electric Vehicle (PHEV)), the F8 Tributo, the F8 Spider, the 812 GTS and the Ferrari Roma, with shipments of the F8 Tributo commencing in the fourth quarter of 2019 and shipments of the other cars expected to commence in 2020.

In 2019, the Group shipped 10,131 cars, and recorded net revenues of €3,766 million, EBIT of €917 million, net profit of €699 million, and earnings before interest, taxes, depreciation, and amortisation (EBITDA) of €1,269 million. For additional information regarding EBITDA, including a reconciliation of EBITDA to net profit, as well as other non-GAAP measures that the Group presents, see the sections under the heading "*Operating and Financial Review and Prospects—Non GAAP Financial Measures*" on page 69 of the Issuer's Annual Report on Form 20-F for the financial year ended 31 December 2019 and "*Non-GAAP Financial Measures*" on page 9 of the Issuer's Interim Report on Form 6-K for the three months ended 31 March 2020, which are incorporated by reference herein.

Whilst broadening its product portfolio to target a larger customer base, the Group continues to pursue a low volume production strategy in order to maintain a reputation of exclusivity and scarcity among purchasers of its cars and carefully manages its production volumes and delivery waiting lists to promote this reputation. The Group divides its regional markets into EMEA, Americas, Mainland China, Hong Kong and Taiwan, and Rest of APAC, representing respectively 48.3 per cent., 28.6 per cent., 8.3 per cent. and 14.8 per cent. of units shipped in 2019.

The Group focuses its marketing and promotion efforts in the investments it makes in its racing activities, in particular Scuderia Ferrari's participation in the Formula 1 World Championship, which is one of the most watched annual sports series in the world, with approximately 405.5 million unique television viewers in 2019 in the top 20¹ markets (Formula 1 Press Office). Although Ferrari's most recent Formula 1 world title was in 2008, the Group is enhancing its focus on Formula 1 activities with the goal of improving recent racing results and restoring its historical position as the premier racing team in Formula 1. The Issuer believes that these activities support the strength and awareness of the Ferrari brand among motor enthusiasts, clients and the general public.

¹ Top 20 markets are, in alphabetical order, Australia, Austria, Belgium, Brazil, China, Finland, France, Germany, Greece, Italy, Mexico, Netherlands, Pan Africa, Pan Latin America, Pan Middle East, Pan Russia, Poland, Russia, United Kingdom and United States.

The Group licenses the Ferrari brand to a selected number of producers and retailers of luxury and lifestyle goods. In addition, the Group designs, sources and sells Ferrari-branded products through a network of 20 Ferrari-owned stores and 24 franchised stores (including 15 Ferrari Store Junior), as well as on its website. As one of the world's most recognised premium luxury brands, the Group believes it is well positioned to selectively expand the presence of the Ferrari brand in attractive and growing lifestyle categories consistent with its image, including sportswear, watches, accessories, consumer electronics and theme parks which the Issuer believes enhance the brand experience of its loyal clients and Ferrari enthusiasts.

The Group will continue focusing its efforts on protecting and enhancing the value of the Ferrari brand to preserve its strong financial profile and participate in the growth of the premium luxury market growth. The Group intends to selectively pursue controlled and profitable growth in existing and emerging markets while expanding the Ferrari brand to carefully selected lifestyle categories.

History and Development

The Issuer was incorporated as a public limited liability company (*naamloze vennootschap*) under the laws of the Netherlands on 4 September 2015 with an indefinite duration. Its official seat (*statutaire zetel*) is in Amsterdam, the Netherlands, and its corporate address and principal place of business are located at Via Abetone Inferiore n. 4, I-41053 Maranello (MO), Italy. The Issuer is registered with the Dutch Trade Register of the Chamber of Commerce under number 64060977. Its telephone number is +39-0536-949111.

Since incorporation the Issuer has had, and it intends to continue to have, its place of effective management in Italy. It will therefore be a tax resident of Italy under both Italian tax law and Article 4 of the Convention between the Kingdom of the Netherlands and the Republic of Italy for the avoidance of a double taxation with respect to taxes on income and on capital of 1980.

The Issuer is named after Ferrari founder Enzo Ferrari. An Alfa Romeo driver since 1924, Enzo Ferrari founded his own racing team, Scuderia Ferrari, in Modena in 1929 initially to race Alfa Romeo cars. In 1939 he set up his own company, initially called Auto Avio Costruzioni. In late 1943, Enzo Ferrari moved his headquarters from Modena to Maranello, which remains the headquarters of Ferrari to this day.

In 1947, Ferrari produced its first racing car, the 125 S. The 125 S's powerful 12 cylinder engine would go on to become synonymous with the Ferrari brand. In 1948, the first road car, the Ferrari 166 Inter, was produced. Styling quickly became an integral part of the Ferrari brand.

In 1950, Ferrari began its participation in the Formula 1 World Championship, racing in the world's second Grand Prix in Monaco, which makes Scuderia Ferrari the longest running Formula 1 team. The team won its first Constructor World Title in 1952. Ferrari's success on the world's tracks and roads extends beyond Formula 1, including victories in some of the most important car races such the 24 Hours of Le Mans, the world's oldest endurance automobile race, and the 24 Hours of Daytona.

The Fiat Group acquired a 50 per cent. stake in Ferrari S.p.A. in 1969, which increased to 90 per cent. in 1988, after the death of Enzo Ferrari, with the remaining 10 per cent. held by Enzo Ferrari's son, Piero Ferrari.

Ferrari became an independent, publicly traded company following its separation from FCA (the **Separation**), which was completed on 3 January 2016 and occurred through a series of transactions including (i) an intragroup restructuring which resulted in Ferrari's acquisition of the assets and business of Ferrari North Europe Limited and the transfer by FCA of its 90 percent shareholding in Ferrari S.p.A. to Ferrari, (ii) the transfer of Piero Ferrari's 10 percent shareholding in Ferrari S.p.A. to Ferrari, (iii) the initial public offering of common shares of Ferrari on the New York Stock Exchange in October 2015 under the ticker symbol RACE, and (iv) the distribution, following the initial public offering, of FCA's remaining interest in Ferrari to FCA's shareholders. On 4 January 2016 Ferrari also completed the listing of its common shares on the Mercato Telematico Azionario, the stock exchange managed by Borsa Italiana, under the ticker symbol RACE

Organisational Structure

The Issuer is the parent company of the Group through its 100 per cent. shareholding in Ferrari S.p.A.

The following table sets forth a list of the principal subsidiaries that are directly or indirectly controlled by the Issuer as at 31 December 2019:

Name	Country	Nature of business	Shares held by the Group	Shares held by non-controlling interests
Directly held interests				
Ferrari S.p.A.	Italy	Manufacturing	100%	—%
Indirectly held through Ferrari S.p.A.				
Ferrari North America Inc.	USA	Importer and distributor	100%	—%
Ferrari Japan KK	Japan	Importer and distributor	100%	—%
Ferrari Australasia Pty Limited	Australia	Importer and distributor	100%	—%
Ferrari International Cars Trading (Shanghai) Co. L.t.d.	China	Importer and distributor	80%	20%
Ferrari (HK) Limited	Hong Kong	Importer and distributor	100%	—%
Ferrari Far East Pte Limited	Singapore	Service company	100%	—%
Ferrari Management Consulting (Shanghai) Co. L.t.d.	China	Service company	100%	—%
Ferrari South West Europe S.a.r.l.	France	Service company	100%	—%
Ferrari Central Europe GmbH ⁽¹⁾	Germany	Service company	100%	—%
G.S.A. S.A.	Switzerland	Service company	100%	—%
Mugello Circuit S.p.A.	Italy	Racetrack management	100%	—%
Ferrari Financial Services Inc.	USA	Financial services	100%	—%
Indirectly held through other Group entities				
Ferrari Auto Securitization Transaction LLC ⁽²⁾	USA	Financial services	100%	—%
Ferrari Auto Securitization Transaction - Lease, LLC ⁽²⁾	USA	Financial services	100%	—%
Ferrari Financial Services Titling Trust ⁽²⁾	USA	Financial services	100%	—%
Ferrari Auto Securitization Transaction - Select, LLC ⁽²⁾	USA	Financial services	100%	—%
410, Park Display Inc. ⁽³⁾	USA	Retail	100%	—%

(1) Changed its name from Ferrari Central East Europe GmbH to Ferrari Central Europe GmbH, effective 2 December 2019.

(2) Shareholding held by Ferrari Financial Services Inc.

(3) Shareholding held by Ferrari North America Inc.

Share Capital and Ownership

Exor is the largest shareholder of Ferrari through its approximately 24.0 per cent. shareholding interest in Ferrari's common shares (as at 7 February 2020). As a result of the loyalty voting mechanism, Exor's voting power is approximately 35.8 per cent (as of 7 February 2020). In addition, as of 7 February 2020, Mr. Piero Ferrari holds approximately 10.2 per cent. of the Issuer's outstanding common shares and, as a result of the loyalty voting mechanism, his voting power is approximately 15.2 per cent. The percentages of ownership and voting power above are calculated based on the number of outstanding shares net of treasury shares.

Exor resulted from a cross-border merger of its predecessor entity, Exor S.p.A. with and into Exor N.V. As a result of that merger, which was completed on 11 December 2016, all activities of Exor S.p.A. are continued by Exor under universal succession, including with respect to Exor's holding of the Issuer's shares. Exor is controlled by Giovanni Agnelli B.V. (**G.A.**), which holds 52.99 per cent. of its share capital based on regulatory filings with the Netherlands Authority for the Financial Markets (*stichting Autoriteit Financiële Markten*, the **AFM**). G.A. is a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) with interests represented by shares, founded by Giovanni Agnelli and currently held by members of the Agnelli and Nasi families, descendants of Giovanni Agnelli, founder of Fiat. Its present principal business activity is to purchase, administer and dispose of equity interests in public and private entities and, in particular, to ensure the cohesion and continuity of the administration of its controlling equity interests. The managing directors of G.A., as of 7 February 2020, were John Elkann, Jeroen Preller, Florence Hinnen, Tiberio Brandolini d'Adda, Alessandro Nasi, Andrea Agnelli, Luca Ferrero de' Gubernatis Ventimiglia and Eduardo Teodorani-Fabbri.

On 23 December 2015, Exor and Mr. Piero Ferrari entered into a Shareholders' Agreement, which became effective at the completion of the Separation on 3 January 2016 (the **Shareholders' Agreement**) and prior to the admission to listing and trading of the common shares of Ferrari on the MTA. The Issuer is not a party to the Shareholders' Agreement and does not have any rights or obligations thereunder. Below is a summary of the principal provisions of the Shareholders' Agreement based on regulatory filings made by Exor and Piero Ferrari.

Consultation

For the purposes of forming and exercising, to the extent possible, a common view on the items on the agenda of any general meeting of the Issuer, Exor and Piero Ferrari will consult with each other prior to each general meeting. For the purposes of this consultation right and duties, representatives of each of Exor and Piero Ferrari shall meet in order to discuss in good faith whether they have or can find a common view as to the matters on the agenda of the immediately following general meeting. This consultation right does not include an obligation to vote in any certain way nor does it constitute a veto right in favour of Piero Ferrari.

Pre-emption right in favour of Exor and right of first offer of Piero Ferrari

In the event that Piero Ferrari intends to transfer (in whole or in part) his Ferrari common shares or receives a third party offer for the acquisition of all or part of his Ferrari common shares, Exor will have the right to purchase all (but not less than all) of the common shares Piero Ferrari intends to transfer on the terms of the original proposed transfer by Piero Ferrari or, in case the original proposed transfer was for no consideration, at market prices determined pursuant to the Shareholders' Agreement.

In the event Exor intends to transfer (in whole or in part) its common shares to a third party, either solicited or unsolicited, Piero Ferrari will have the right to make a binding, unconditional and irrevocable all cash offer for the purchase of such common shares.

The foregoing will not apply in the case of transfers of Ferrari common shares: (i) by any party to the Shareholders' Agreement, to a party that qualifies as a "Loyalty Transferee" (as defined in the articles of association of the Issuer) of such party, (ii) by Exor, to any affiliate of G.A., to a successor in business of G.A. and to any affiliate of a successor in business of G.A. and (iii) by any party to the Shareholders' Agreement that is an individual, to an entity wholly owned and controlled by that same party. In addition, the provisions regarding the pre-emption right in favour of Exor and right of first offer of Piero Ferrari shall not apply in relation to, and Piero Ferrari shall be free and allowed to carry out, market sales to third parties of his Ferrari common shares which in the aggregate do not exceed, during the whole period of validity of the Shareholders' Agreement, 0.5 per cent. of the number of common shares owned by Piero Ferrari upon completion of the Separation.

Term

The Shareholders' Agreement entered into force upon completion of the Separation on 3 January 2016, and shall remain in force until the fifth anniversary of the effective date of the Separation, provided that if neither of the parties to the Shareholders' Agreement terminates the Shareholders' Agreement within six months before the end of the initial term, then the Shareholders' Agreement shall be renewed automatically for another five year term.

The Shareholders' Agreement shall terminate and cease to have any effect as a result of the transfer of all the common shares owned by either Exor or Piero Ferrari to a third party.

Governing law and jurisdiction

The Shareholders' Agreement is governed by and must be interpreted according to the laws of the Netherlands. Any disputes arising out of or in connection with the Shareholders' Agreement are subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands, without prejudice to the right of appeal and appeal to the Supreme Court.

Consequently, Exor and Mr. Piero Ferrari could strongly influence all matters submitted to a vote of Ferrari shareholders, including approval of annual dividends, election and removal of directors, approval of extraordinary business combinations and amendments to the articles of association of the Issuer. The Issuer has in place certain measures to prevent the abuse of control of majority shareholders, including those contained in its articles of association as well as compliance with the relevant provisions of Dutch law.

Business of the Group

The Group's current product offering comprises four main strategic pillars: the sports range, the GT range, special series and Icona. The current product range is comprised of five sports cars, four GT cars and two special series cars, as well as its Icona cars, introduced in September 2018 with the Ferrari Monza SP1 and SP2. The Group targets end clients seeking high performance cars with distinctive design and state of the art technology. The Group's broad model range is designed to fulfil the strategy of "Different Ferrari for different Ferraristi, different Ferrari for different moments", which means being able to offer highly differentiated product line-up that can meet the varying needs of new customer segments (in terms of sportiness, comfort, on-board space, design) and that can allow its existing clients to use a Ferrari in every moment of its lives. The Group's diversified product offering includes different architectures (such as front-engine and mid-rear engine), engine sizes (V8 and V12), technologies (atmospheric, turbo-charged, hybrid, electric), body styles (such as coupes and spiders), and seats (2 seaters, 2+2 seaters and 4 seaters).

The Group's sports cars are characterised by compact bodies, a design guided by performance and aerodynamics, and often benefit from technologies initially developed for its Formula 1 single-seaters. They favour performance over comfort, seeking to provide a driver with an immediate response and superior handling, leveraging state of the art vehicle dynamics components and controls. In the Ferrari sports car class, the Group offers five models: the SF90 Stradale, the Group's first series production car which features PHEV technology that combines a V8 engine (780 hp) with three electric motors that allow the car to reach 1000 hp; the F8 Tributo and the F8 Spider are equipped with a mid-rear V8 engine (720 hp), a 4 time winner of the engine of the year award; the 812 Superfast and the 812 GTS are equipped with front V12 engine (800 hp).

Ferrari GT cars, while maintaining the performance expected of a Ferrari, are characterised by more refined interiors with a higher focus on comfort and quality of life on-board. In the Ferrari GT class, the Group offers three models equipped with the Ferrari V8 engine, the Ferrari Roma (620 hp), combining sportiness and elegant design; and the Ferrari Portofino (600 hp) and the GTC4Lusso T (610hp), the first Ferrari 4 seater equipped with a V8 turbo engine, and one model equipped with the Ferrari V12 engine, the GTC4Lusso (690 hp), the sport-luxury 4 seater and 4 wheel drive. The Group also from time to time designs, engineers and produces special series cars which can be limited in time or volume and are usually based on its range models but introduce novel product concepts. These cars are characterised by significant modifications designed to enhance performance and driving emotions. Ferrari's special series cars are particularly targeted to collectors and, from a commercial and product development standpoint, they facilitate the transition from existing to new range models. The Group's current special series cars are the 488 Pista, powered by a 720 hp V8 engine, and its retractable hard top version, the 488 Pista Spider (720 hp).

In September 2018, the Group introduced a new pillar of its product portfolio: the Icona, a unique concept that takes inspiration from the iconic cars of Ferrari's history and reinterprets them in a modern fashion, pairing timeless design with state-of-the-art materials and technology. The first examples of this strictly limited-edition product line-up are the Ferrari Monza SP1 and SP2, which are inspired by the classic collectible barchetta cars, the 750Monza and 860Monza.

In line with the Group's tradition of hypercars starting with the 288GTO in 1984 up to the Enzo in 2002 and the LaFerrari Aperta, the Group's latest hypercar launched in 2016, the Group also produces limited edition hypercars. These are the highest expression of Ferrari road car performance at the time and are often the forerunners of technological innovations for future range models, with innovative features and futuristic design. Furthermore, in connection with certain events or celebrations, the Group also launches very limited edition cars (our fuori serie). These models can be offered globally, or may be limited to specific local markets. Based on an exotic product concept not available on the standard Ferrari model range, these cars feature completely unique design and specifications compared to Ferrari's other models.

Finally, in order to meet the varying needs of most loyal and discerning clients, the Group also produces a very limited number of one-off models. While based on the chassis and equipped with engines of one of the current range models for homologation and registration purposes, these cars reflect the exact exterior and interior design specifications requested by the clients, and are produced as a single, unique car. Some of the most iconic models emerged from the Group's One-Off program include the SP12 EC (inspired by the 512 BB and created in 2011), the F12 TRS (a radical two-seat roadster created on the platform of the F12berlinetta in 2014), the SP38 (a superlative mid-rear V8 turbo taking inspiration from the legendary Ferrari F40), the 458MM Speciale (the last mid rear model with a V8 natural aspirated engine in 2016) and the P80/C, a real track car taking inspiration from past Ferrari Sport Prototipo models.

The table below sets forth the Group's unit shipments (excluding the XX Programme, racing cars, Fuori Serie, one-off and pre-owned cars) for the years ended 31 December 2019, 2018 and 2017 by geographic market:

(Number of cars and % of total cars)	For the years ended 31 December					
	2019	%	2018	%	2017	%
EMEA						
UK	1,120	11.1%	981	10.6%	843	10.0%
Germany	967	9.5%	803	8.7%	710	8.5%
Italy	559	5.5%	479	5.2%	417	5.0%
Switzerland	454	4.5%	380	4.1%	339	4.0%
France	452	4.5%	399	4.3%	346	4.1%
Middle East ⁽¹⁾	309	3.1%	326	3.5%	331	3.9%
Other EMEA ⁽²⁾	1,034	10.1%	859	9.3%	751	9.0%
Total EMEA	4,895	48.3%	4,227	45.7%	3,737	44.5%
Americas ⁽³⁾	2,900	28.6%	3,000	32.4%	2,811	33.5%
Mainland China, Hong Kong and Taiwan	836	8.3%	695	7.5%	617	7.3%
Rest of APAC ⁽⁴⁾	1,500	14.8%	1,329	14.4%	1,233	14.7%
Total	10,131	100.0%	9,251	100.0%	8,398	100.0%

(1) Middle East includes the United Arab Emirates, Saudi Arabia, Bahrain, Lebanon, Qatar, Oman and Kuwait.

(2) Rest of EMEA includes Africa and the other European markets not separately identified.

(3) Americas includes the United States of America, Canada, Mexico, the Caribbean and Central and South America.

(4) Rest of APAC mainly includes Japan, Australia, Singapore, Indonesia, South Korea, Thailand and Malaysia.

The table below sets forth the Group's unit shipments (excluding the XX Programme, racing cars, Fuori Serie, one-off and pre-owned cars) for the years ended 31 December 2019, 2018 and 2017 by pillar:

(% of total cars)	2019	2018	2017
Sports and Special Series ⁽¹⁾	64%	68%	70%
GT	36%	32%	30%
Icona ⁽²⁾	<1%	-	-

(1) Includes shipments of the LaFerrari and LaFerrari Aperta.

(2) Shipments of Icona cars commenced in 2019, and contributed to less than 1 percent of the Group's shipments for that year.

The Group is also actively engaged in after sales activities driven, among other things, by the objective of preserving and extending the market value of the cars it sells. The Issuer believes its cars' performance in terms of value preservation after a period of ownership significantly exceeds that of any other brand in the luxury car segment. High residual value is important to the primary market because clients, when purchasing Ferrari cars, take into account the expected resale value of the car in assessing the overall cost of ownership. Furthermore, a higher residual value potentially lowers the cost for the owner to switch to a new model thereby supporting client loyalty and promoting repeat purchases.

Formula 1 Activities

Ferrari's participation in the Formula 1 world championship with Scuderia Ferrari is the core element of the Group's marketing effort and an important source of technological innovation for the engineering, development and production of Ferrari sports, GT and special series cars. The Formula 1 World Championship is the pinnacle of motorsports with a total global TV cumulative audience of 1.922 billion in 2019, the highest number since 2012, which represents an increase of 9% compared to 2018. In terms of unique television viewers, during 2019 the sport remained stable in the top 20² markets at approximately 405.5 million (Formula 1 Press Office).

In 2019 the number of users across Formula 1's social media platforms again grew significantly, with the total number of followers on Facebook, Twitter, Instagram and YouTube reaching 24.9m (+32.9 percent compared to

²Top 20 markets are, in alphabetical order, Australia, Austria, Belgium, Brazil, China, Finland, France, Germany, Greece, Italy, Mexico, Netherlands, Pan Africa, Pan Latin America, Pan Middle East, Pan Russia, Poland, Russia, United Kingdom and United States.

2018). Again in 2019, Formula 1's social media channels were the fastest growing of all major sports leagues in the world.

Formula 1 cars rely on advanced technology, powerful hybrid engines and cutting edge aerodynamics. While Europe is the sport's traditional base, longstanding non-European venues such as Australia, Brazil, Canada, Japan, Mexico and the United States have recently been joined by racing venues in China, Bahrain, United Arab Emirates, Singapore and Azerbaijan. A new venue in Vietnam has been launched in 2020, while the Dutch Grand Prix has returned after several decades. This provides participants in the Formula 1 World Championship exceptional visibility on the world stage.

Scuderia Ferrari has been racing in the Formula 1 World Championship since the series was launched in 1950, and won its first Grand Prix in 1951. Ferrari are the only team that has competed in each season since launch and the oldest and most successful in the history of Formula 1, with 238 Grand Prix wins. Throughout its racing history, Ferrari has won 15 Drivers' Championships and 16 Constructors' Championships, more than any other team. Many of the best known drivers in the sport's history have raced in Scuderia Ferrari's distinctive red single-seaters including Alberto Ascari, Juan-Manuel Fangio, Mike Hawthorn, Phil Hill, John Surtees, Niki Lauda, Jody Scheckter, Gilles Villeneuve Michael Schumacher and Kimi Raikkonen. Ferrari's drivers' line-up in 2019 comprised four-time World Champion Sebastian Vettel, who joined Ferrari at the beginning of 2015, and Charles Leclerc, the first graduate of the Ferrari Driver Academy training scheme to race for its Formula 1 race team.

For Scuderia Ferrari, 2019 was a year of reorganisation, with many team members taking on new roles, including Mattia Binotto, who stepped up to the role of Team Principal, and one half of the driver line-up was renewed. During the past season, Scuderia Ferrari achieved three wins, nine pole positions, 19 podiums and 504 points. Its drivers led for a total of 406 laps, approximately a third of the total number of race laps over the entire season, and the team finished second in the Constructors' Championship.

Participation in the Formula 1 World Championship is regulated by bilateral Team Agreements entered into between Formula 1 World Championship Limited (**FOWC**), the Formula 1's commercial rights holder, and each competing Formula 1 racing team (including Scuderia Ferrari) and by regulations issued by the *Federation Internationale de l'Automobile (FIA)*, the motorsport's governing body.

The Team Agreements cover the 2013 to 2020 racing seasons and govern the terms by which the racing teams take their share of commercial profits. The FIA sets both the sporting and technical regulations for the competitions. In return for their participation in Formula 1 races the teams receive a share of a prize fund based on the profits earned from Formula 1 related commercial activities managed by FOWC, including in particular television broadcasting royalties and other sources. Shares in the prize fund are paid to the teams, largely based on the relative ranking of each team in the championship. The Group uses its share of these payments to defray part of the costs associated with Scuderia Ferrari, including the costs of designing and producing a set of race cars each year and the costs associated with managing a racing team including the salaries of the drivers, who are typically among the most highly paid athletes in the world. New regulations were introduced in 2019, relating to aerodynamics, drivers' weight, fuel allowance and the requirement for drivers to wear biometric gloves for additional safety. The discussions to establish the sport's regulations which will apply from 2021 onwards continued during 2019. The new rules were approved by the World Council on 31 October 2019, with the understanding that they will be subject to further discussions between F1, the FIA and the teams over the coming months, which may lead to further changes between now and 2021. (See section "*Risk Factors—Risks Related to the Group's Business, Strategy and Operations—The Group's revenues from Formula 1 activities may decline and its related expenses may grow*").

Improvements in technology and, from time to time, changes in regulation, require the design and production of a new racing car every year. Therefore, in addition to its long-term research and development efforts, Ferrari begins designing its single-seaters each year in the spring in anticipation of the start of the racing season the following March. While the chassis Ferrari builds each year are designed to be used throughout the racing season, the majority of other components fitted on the cars are adjusted from race to race depending on the characteristics of the circuits.

To maximise the performance, efficiency and safety of the Formula 1 cars, while complying with the strict technical rules and restrictions set out by the FIA, Ferrari's research and development team plays a key role in the development of its road cars and their engines. The Group often transfers technologies initially developed

for racing to its road cars. Examples include steering wheel paddles for gear shifting, the use and development of composite materials which makes cars lighter and faster, and technology related to hybrid propulsion.

Ferrari road cars (especially the sports car models) have benefited from the know-how acquired in the wind tunnel by the racing car development teams, enjoying greater stability as they reach high speeds on and off the track. Ferrari's research and development team focused on combining minimal lap times with maximum efficiency, leading to advances in kinetic energy recovery system, or ERS, technology. Current advanced ERS feature two electric motor/generator units in every car, which allow the driver to recover, store and deploy energy generated both by the vehicle during braking and by the exhaust gases through a turbocharger.

The high brand visibility the Issuer achieves through participation in the Formula 1 World Championship has historically enabled the Issuer to benefit from significant sponsorship. Philip Morris International has been Scuderia Ferrari's partner for over forty years and currently remains the Issuer's Title Partner. Starting from October 2018, the "Mission Winnow" logo has appeared on the cars' livery and drivers' overalls. Mission Winnow is a Philip Morris International global campaign aimed at driving change by constantly searching for better ways of doing things. Shell has also been a long term Sponsor and Technical Partner of Scuderia Ferrari (supporting the team continuously since 1996). The other partners of the Team are divided into three different categories (Sponsor, Official Supplier and Supplier) and include Ray-Ban, Kaspersky lab, UPS, Lenovo, Weichai, Mahle, Hublot, AMD, OMR and Alfa Romeo among others. Visibility and placement of a sponsor's logo reflects the level of sponsorship fees. Historically, the Group's sponsors have sought advertising opportunities on the chassis of the Group's cars, on clothes worn by the Group's team members and drivers, and in the right to associate their brand to Ferrari in their marketing activities and communications.

The Group utilises the platform provided by Formula 1 for a number of associated marketing initiatives, such as the hosting of clients and other key partners in Ferrari Formula 1 Club Hospitality to watch and experience the Grand Prix races with Scuderia Ferrari, and its Formula 1 drivers' participation in various promotional activities for Ferrari's road cars. The Group often sells older Formula 1 cars to customers for use in amateur racing or collection.

More generally, Formula 1 racing allows the Group to promote and market the Ferrari brand and technology to a global audience without resorting to traditional advertising activities, therefore preserving the aura of exclusivity around the Ferrari brand and limiting the marketing costs that the Group, as a company operating in the luxury industry, would otherwise incur.

Due to the Coronavirus outbreak, the Formula 1 2020 World Championship has been suspended, and Grand Prix races have been cancelled or postponed to a date to be determined. This has impacted, and will continue to impact, Ferrari revenues from the marketing and sponsorship activities described above. On 19 March 2020, it was announced that FIA, Formula 1 and the Formula 1 racing teams unanimously agreed to delay the introduction of the new technical rules (which should have come into effect in 2021) until 2022 in order to ease the financial burden on the teams, while the new financial regulations (including the cap on budget) will become applicable as planned in 2021.

The Mugello Circuit

The Group acquired the international Mugello circuit in Scarperia, near Florence, in 1988. It has renovated its buildings, 5.2 km race track and other testing and racing facilities, making Mugello what it believes to be one of the world's finest circuits of its type, with FIA Grade 1 and FIM Grade A certifications, the highest level of homologation for a racetrack.

Ferrari promotes the Mugello circuit to event organisers who regularly rent the circuit to host leading car and motorbike races, including the MotoGP World Championship since 1992. In 2019, the circuit hosted 16 race weekends and 250 days of track activities. Almost 121,000 spectators attended the 2019 MotoGP World Championship (71,000 on the Sunday), one of the largest audiences ever recorded in the 29 years of the Mugello circuit's history.

In 2011, the Mugello circuit won its fifth "Best Grand Prix" award, the highest honor given in the motor sport world to MotoGP organisers. The Mugello circuit is the only track race to have received this award five times.

Due to the Coronavirus outbreak, the MotoGP to be held at the Mugello circuit from 29 May to 31 May 2020 has been postponed to a date to be determined.

Brand Activities

Ferrari is one of the world's leading luxury brands. The Group engages in brand development and protection activities through licensing contracts with selected partners, retail activities through a chain of franchised or directly managed Ferrari stores, licensed theme parks and the development of a line of apparel and accessories sold exclusively in its monobrand stores and on its website www.store.ferrari.com. Ferrari owns and manages two museums, one in Maranello and one in Modena, which attracted more than 600,000 visitors in 2019.

Due to the Coronavirus outbreak, beginning in March 2020 numerous Ferrari stores, as well as the Ferrari museums and theme parks described below, have been temporarily closed.

Licensing, Entertainment and Theme Parks

The Group enters into license agreements with a number of licensees for the design, development and production of Ferrari branded products.

The Group carefully selects its licensees through a rigorous process and it contractually seeks to ensure that the Ferrari brand and intellectual property are protected and that the products which will eventually bear the Ferrari brand are of adequate quality, appearance and market positioning. Ferrari branded products include consumer electronics, sportswear, toys, video games, watches and other accessories, as well as theme parks.

In 2019, the Group commenced its participation in eSports (i.e., electronic sports) with the launch of an entertainment platform and the selection of a team which took part in two of the main world championships: F1 Pro Series 2019 and SRO E-Sport GT Series, which the team won.

A significant portion of the Group's revenues from licensing activities consists of royalties it receives in connection with Ferrari World, the Group's theme park in Abu Dhabi. Ferrari World opened on Yas Island on the North East side of Abu Dhabi's mainland in 2010. Ferrari World's iconic sleek red roof is directly inspired by the classic double curve side profile of the Ferrari GT body, spanning 200,000 square meters and carrying the largest Ferrari logo ever created. Ferrari World Abu Dhabi offers an all-around Ferrari experience to children and adults alike.

The Group's second theme park, Ferrari Land Portaventura, opened in April 2017 near Barcelona, and includes Red Force, the tallest and fastest roller-coaster in Europe. In the long-term the Issuer aims to open one theme park in each of the main geographic areas where the Group operates, including North America and Asia.

Retail

Through the Group's network of Ferrari stores (franchised or directly managed), the Group offers a wide range of Scuderia Ferrari branded products, including a line of apparel and accessories exclusively sold in its Ferrari stores and on its website. All products sold in its stores and on its website are either directly sourced from the Group's selected network of suppliers or manufactured by the Group's licensees.

At 31 December 2019, there were a total of 44 retail Ferrari stores, including those in Maranello, Milan, Rome, Macau, Miami, Los Angeles, Johannesburg, Dubai and Abu Dhabi, 24 of which are franchised stores (including 15 Ferrari Store Junior) and 20 stores owned and operated by the Group.

The Group requires all franchisees to operate Ferrari stores according to its standards. Stores are designed, decorated, furnished and stocked according to the Group's directions and specifications.

The Group uses multiple criteria to select its franchisees, including know-how, financial condition, sales network and market access. Generally, the Group requires that applicants meet certain minimum working capital requirements and have the requisite business facilities and resources. The Group typically enters into a standard franchising agreement with its franchisees. Pursuant to this agreement, the franchisee is authorised to sell the Ferrari products at a suggested retail price. In exchange, the Group provides them with Ferrari products, the benefit of its marketing platform and association with its corporate identity.

Brand Diversification Strategy

In November 2019, Ferrari's management presented the principles of its brand diversification strategy, recognising Ferrari as a unique brand with a dual identity: exclusive, but also inclusive in relation to Ferrari's F1 fan communities. To ensure long term profitable growth, Ferrari intends to focus its offering on product categories that enhance the vibrancy and vitality of the brand through the following pillars:

- “Brand Extension” pillar, a refined collection of products that will embody Ferrari's DNA;
- “Entertainment” pillar, to reach out to a wider and younger customer base while leveraging Ferrari's unique racing roots; and
- “Car Adjacencies” pillar, a collection of exclusive luxury products and services to complement the Ferrari experience.

Manufacturing of Engines for Maserati

The Group has been producing engines for Maserati since 2003. The V8 engines that Ferrari historically produced and continue to produce for Maserati are variants of Ferrari families of engines and are mounted on Maserati's highest performing models, such as the Quattroporte and Levante (turbo engines), and the Gran Turismo and the GranCabrio (aspirated engines). All of the V8 engines that the Group sells to Maserati are manufactured and assembled according to the same production processes adopted for the V8s equipped on Ferrari cars (See “—Production Process”). In 2019, the Group sold approximately 1,000 V8 turbo engines and approximately 800 V8 aspirated engines to Maserati. These were the last V8 aspirated engines to be sold to Maserati, as they have stopped the production of the GranTurismo and GranCabrio.

In 2011 the Group began producing a family of engines exclusively for Maserati in much larger production volumes to be installed on the Quattroporte and Ghibli (mainly the F160 3.0-liter V6 Turbo engines), and in 2016 the Group started the production of F161 engines to be installed on the Levante, the new SUV of Maserati. The Group has a multi-year arrangement with Maserati to provide V6 engines up to 2020. Under the framework agreement, Maserati is required to compensate the Group for certain costs it may incur, such as penalties from the Group's suppliers, if there is a shortfall in the annual volume of engines actually purchased by Maserati in that year. In 2019, the Group sold approximately 14,000 V6 engines to Maserati in four different versions, ranging from 330 hp to 450 hp.

In order to meet the V6 volumes and specifications requirements, in 2012 the Group built a dedicated assembly facility at Maranello with a much higher level of industrialisation compared to production of the Ferrari V12. Due to the larger volumes and product specifications, the Group's make-or-buy strategy for the production of F160 V6 and F161 V6 engines also differs from the strategy applicable to the production of Ferrari engines. The vast majority of the engine components are sourced externally from the Group's panel of suppliers and then assembled in Maranello on the Group's highly automated V6 assembly line.

Financial Services

The Group offers retail client financing for the purchase of its cars through Ferrari Financial Services (**FFS**). The Group offers retail client financing: (1) directly in the United States through a fully owned subsidiary Ferrari Financial Services Inc.; (2) through its associate Ferrari Financial Services GmbH (which is majority-owned by FCA Bank) in certain markets in EMEA (primarily the UK, Germany and Switzerland); and (3) through various partnerships in other European countries and other major international markets, such as Japan and Australia. The Group also offers direct dealer financing in the United States through FFS Inc.

Through FFS, the Group offers a range of flexible, bespoke financial and ancillary services to clients (both current and new) interested in purchasing a wide range of cars, from its current product range of sports, GT and special series cars, to older pre-owned and classic models. FFS also provides special financing arrangements to a selected group of the Group's most valuable and loyal customers.

Starting in 2016, FFS Inc has pursued a strategy of autonomous financing for the Group's financial services activities in the United States, further reducing dependency on intercompany funding and increasing the portion of self-liquidating debt with various securitization transactions.

At 31 December 2019, the consolidated financial services portfolio was €966 million and originated in the United States.

Research and Development

Research and development costs for 2019 were €699 million, an increase of €56 million, or 8.7 percent, from €643 million for 2018. As a percentage of net revenues, research and development costs were 18.6 percent in 2019 compared to 18.8 percent in 2018.

The increase in research and development costs was primarily to support innovation activities on the Group's product range band components, as well as expenses incurred in relation to Formula 1 racing activities. Additionally, amortisation of capitalised development costs increased by 21.2 percent as a result of an increase in capitalised development costs in prior years.

The following table summarises the Group's research and development expenditures in the years ended 31 December 2019, 2018 and 2017:

	For the years ended 31 December		
	2019	2018	2017
		(€ million)	
Amortisation of capitalised development costs	140	115	101
Research and development costs expensed during the year	559	528	556
Total research and development costs	699	643	657

Management and Supervisory Bodies Board of Directors

Set forth below is the name, year of birth and position of each of the persons currently serving as directors of the Issuer. Unless otherwise indicated, the business address of each person listed below is c/o Ferrari, Via Abetone Inferiore n. 4, I-41053 Maranello (MO), Italy. The current Board of Directors of Ferrari was appointed effective as of 16 April 2020 and its term of office will expire on the day of the Issuer's next annual shareholders' general meeting, which is currently expected to be held in 2021.

Name	Year of Birth	Position
John Elkann	1976	Executive Chairman and Executive Director
Louis C. Camilleri	1955	Chief Executive Officer and Executive Director
Piero Ferrari	1945	Vice Chairman and Non-Executive Director
Sergio Duca	1947	Senior Non-Executive Director
Delphine Arnault	1975	Non-Executive Director
Francesca Bellettini	1970	Non-Executive Director
Roberto Cingolani	1961	Non-Executive Director
Eddy Cue	1964	Non-Executive Director
John Galantic	1961	Non-Executive Director
Maria Patrizia Grieco	1952	Non-Executive Director
Adam Keswick	1973	Non-Executive Director

Summary biographies for persons who are currently directors of Ferrari are included below.

John Elkann

Mr. John Elkann is Executive Chairman and Executive Director of Ferrari N.V., Chairman and Chief Executive Officer of EXOR and Chairman of Fiat Chrysler Automobiles N.V.. Mr. Elkann obtained a scientific baccalaureate from the Lycée Victor Duruy in Paris and graduated in Engineering from Politecnico, the Engineering University of Turin. While at university, he gained work experience in various companies of the Fiat Group in the UK and Poland (manufacturing) as well as in France (sales and marketing). He started his professional career in 2001 at General Electric as a member of the Corporate Audit Staff, with assignments in Asia, the USA and Europe. John Elkann is Chairman of Giovanni Agnelli B.V. He is Vice Chairman of GEDI Gruppo Editoriale S.p.A., board member of The Economist Group and board member of PartnerRe Ltd. Mr. Elkann is a trustee of MoMA. He also serves as Chairman of the Giovanni Agnelli Foundation.

Louis C. Camilleri

Mr. Camilleri is Chief Executive Officer and Executive Director of Ferrari N.V. Mr. Camilleri currently serves as Chairman of the Board of Philip Morris International Inc. (**PMI**). From March 2008 to May 2013, he served as Chairman and Chief Executive Officer of PMI. From April 2002 and August 2002 until March 2008, he was Chief Executive Officer and Chairman of Altria Group, Inc. (formerly Philip Morris Companies, Inc.), respectively. From November 1996 to April 2002, he served as Senior Vice President and Chief Financial Officer of Altria Group, Inc. He had been employed continuously by Altria Group, Inc. and its subsidiaries (including PMI) in various capacities since 1978. Mr. Camilleri served on the board of directors of América Móvil, S.A.B. de C.V. from April 2011 to March 2019, and previously served on the Board of Telmex International SAB from December 2009. Mr. Camilleri was President and CEO of Kraft Foods International in 1995 and was a director of Kraft Foods Inc. (**Kraft**) from March 2001 to December 2007 and was Kraft's Chairman from September 2002 to March 2007. Mr. Camilleri received a degree in Economics and Business Administration from HEC Lausanne, the Faculty of Business & Economics of the University of Lausanne (Switzerland).

Piero Ferrari

Mr. Piero Ferrari is Vice Chairman and Non-Executive Director of Ferrari N.V. and he has been Vice Chairman of Ferrari S.p.A. since 1988. He also serves as Chairman of HPE-COXA, is board member and Vice President of Ferretti Group and a board member and Vice President of CRN Ancona (Ferretti Group). He was President of Piaggio Aero Industries S.p.A. from 1998 to 2014 and served as Chairman of the Italian Motor Sport Commission (CSAI) from 1998 to 2001 and BA SERVICE from 2000 to 2015. He was also a board member and Vice President of Banca Popolare dell'Emilia Romagna in Modena from 2002 to 2011 and from 2011 to 2014 respectively. The son of Ferrari's founder Enzo Ferrari, Mr. Piero Ferrari covered a variety of management positions in the motor sport division of Ferrari from 1970 to 1988 with increasing responsibilities. His first position with Ferrari dates back to 1965 working on the production of the Dino 206 Competizione racing car. Mr. Piero Ferrari received an honorary degree in Aerospace Engineering from the University of Naples Federico II in 2004 and an Honorary Degree in Mechanical Engineering from the University of Modena and Reggio Emilia in 2005. In 2004, Mr. Piero Ferrari was awarded the title of Cavaliere del Lavoro.

Sergio Duca

Mr. Duca is Senior Non-Executive Director and Chairman of the Board of Directors of Ferrari N.V. Mr. Duca is a member of the Statutory Auditors of BasicNet S.p.A. since 2017 and a director of Tofaş Türk Otomobil Fabrikası Anonim Şirketi, as well as the Chairperson of the corporate governance committee, member of the risk management committee and member of the audit committee of Tofaş Türk Otomobil Fabrikası Anonim Şirketi. He also serves as member of the board of Nedcommunity association since May 2019 and Chairman of the board of auditors of the Fondazione per la Scuola of Compagnia di San Paolo and ISPI (Institute for the Study of International Politics), as well as a member of the board of auditors of the Intesa San Paolo Foundation Onlus. Mr. Duca has previously served as Chairman of the Board of Statutory Auditors of Enel S.p.A. from April 2010 until May 2019, Chairman of the board of directors of Orizzonte SGR S.p.A. from 2008 until 2016, Chairman of the Board of Statutory Auditors of Exor S.p.A. until May 2015, Chairman of the Board of Statutory Auditors and effective auditor of GTech until April 2015, member of the Board of ASTM S.p.A. and Chairman of the Audit Committee of ASTM S.p.A. from 2010 until 2013, Chairman of the Board of Statutory Auditors of Tosetti Value SIM and an independent director of Sella Gestione SGR until April 2010. From 1997 until July 2007, Mr. Duca was the Chairman of PricewaterhouseCoopers S.p.A. In addition, he has previously served as Chairman of the board of auditors of the Silvio Tronchetti Provera Foundation, Chairman of the board of auditors of Compagnia di San Paolo until May 2016, member of the Edison Foundation's advisory board and the University Bocconi in Milan's development committee, as well as Chairman of the Bocconi's Alumni Association's board of auditors and a member of the board of auditors of the ANDAF (Italian Association of Chief Financial Officers). As a certified chartered accountant and auditor, he acquired broad experience through the PricewaterhouseCoopers network as the external auditor of a number of significant Italian listed companies. Mr. Duca graduated with honors in Economics and Business from University Bocconi in Milan.

Delphine Arnault

Delphine Arnault graduated from the EDHEC Business School and the London School of Economics. She began her career at McKinsey & Company, the global management consultancy firm, where she was a Consultant for two years. In 2001, she joined the Executive Committee of Christian Dior Couture where she

directed several product lines. She was appointed Deputy General Manager of Christian Dior Couture in 2008 and in September 2013 Deputy General Manager of Louis Vuitton Malletier. She has been a main board director of LVMH Moët Hennessy Louis Vuitton SE since 2003. Delphine was appointed to the board of Château Cheval Blanc, the Saint-Emilion premier grand cru classé in 2008. In 2002 she joined the board of Loewe, the celebrated Spanish leather goods company, and was appointed to Pucci's board of directors in 2007. She was appointed to the boards of Céline in December 2011 and Christian Dior SE in April 2012. Delphine Arnault previously served as a director of both Havas and 21st Century Fox from 2013 to 2019.

Francesca Bellettini

Ms. Bellettini joined the Board in 2020 and has been President and Chief Executive Officer of Yves Saint Laurent (part of the Kering Group), based in France since September 2013. Ms. Bellettini is a member of the Kering Group Executive Committee and a non-voting member of Kering board of directors (France) since 2013. She is President of the Chambre Syndicale de la Mode Feminine in Paris since 2019. Ms. Bellettini joined the Kering Group in 2003, occupying different executive roles. From 2003 until 2008 she worked in Gucci, Italy, first as Assistant to the President and Managing Director and, from 2005, as Strategic Planning Director and Associate Worldwide Merchandising Director. In 2008, she joined Bottega Veneta, Italy, as Worldwide Merchandising Director and from 2010 she became Worldwide Merchandising-Communication Director based in Switzerland. From 1999 until 2002, Ms. Bellettini worked in the Prada Group, Italy, first in the Planning and New Business Development Division of Prada and, in 2002, as Operations Manager of Helmut Lang. Previously, she worked in Compass Partners International, UK from 1998 to 1999, in Deutsche Morgan Grenfell, UK from 1996 to 1998 and in Goldman Sachs International, UK from 1994 to 1996. While graduating, she had an internship in Citibank, Italy in 1994. Ms. Bellettini graduated in Business Administration with focus on Finance at Bocconi University, Italy.

Roberto Cingolani

Mr. Cingolani joined the Board in 2020 and has been a member of the board of directors of IllyCaffè S.p.A., Italy since 2019. Mr. Cingolani was staff member at the Max Planck Institute in Stuttgart and Visiting Professor at Tokyo University (Japan) and Virginia Commonwealth University (Richmond, USA). In 2005 he was founder of the Fondazione Istituto Italiano di Tecnologia (IIT) with the role of Scientific Director for 14 years. In 2000 he was appointed Full Professor of General Physics at the Engineering Faculty of University of Lecce (Italy). In 2001 he founded the National Nanotechnology Laboratory (NNL) of INFN in Lecce. He has served as technical advisor in different panels for the Ministry of Research and University and for the European Commission. Mr. Cingolani is author and co-author of more than 1,100 papers on international journals and more than 100 patents in the fields of Materials Science, Semiconductor Technologies, Nanotechnologies, Chemistry of Materials, Sensor Technologies, Optoelectronics and Photonics, Robotics. Mr. Cingolani received many national and international awards; among others the titles of "Alfiere del Lavoro" (1980) and "Commendatore della Repubblica" (2006) by the President of the Italian Republic, the European Philips Contest award for Young Scientists and Inventors (1980 and 1981), the "Grande Ippocrate" prize by Unamsi and Novartis (2010), the "Premio nazionale Gentile da Fabriano" - XVIII edition (2014), the "Premio Roma allo sviluppo del Paese" (2015), the "Premio Barocco" prize, XLIII edition (2017), the "Tech for Good" -Thinker Award prize by IBM (2018). Mr. Cingolani graduated in Physics and obtained his "Diploma di Perfezionamento" (PhD) in Physics at Scuola Normale Superiore in Pisa, Italy.

Eddy Cue

Mr. Cue currently serves as Apple Inc.'s Senior Vice President of Internet Software and Services. He joined Apple in 1989 and oversees Apple's industry-leading content stores including the iTunes Store, the App Store and the iBooks Store, as well as Apple Pay, Siri, Maps, iAd, the iCloud services, and Apple's productivity and creativity apps. Mr. Cue earned a bachelor's degree in Computer Science and Economics from Duke University. He was recognised by renowned cancer research centre City of Hope with their 2014 Spirit of Life Award, honouring an individual whose work has fundamentally impacted the music, film and entertainment industry.

John Galantic

John Galantic joined the Board in 2020 and is President and Chief Operating Officer of Chanel Inc. and Head of the Chanel.com Global Platform. Mr. Galantic has been a member of the boards of directors of Chanel Ltd., since 2018, Bacardi Ltd., since 2010 and AS Roma, since 2005. He is also a member of the board of directors of the Chanel Foundation, since 2017. Previously, Mr. Galantic was a member of the board of directors of Zoom

Media, in Montreal, from 2003 to 2017. Mr. Galantic was President, Coty Beauty North America, of Coty Inc., US from 2001 to 2006. He was previously President and Chief Operating Officer of KeraVision Inc., US in 2000-2001. From 1994 to 1999 he was Country Manager, Consumer Healthcare Benelux and Director of Global Consumer Healthcare of GlaxoSmithKline, in London. From 1984 to 1994 Mr. Galantic worked in Procter & Gamble Marketing and Sales positions in Health and Beauty Care, in London, Rome and New York. Mr. Galantic obtained an M.B.A. from Harvard University and a B.A. from Tufts University, Boston, MA, US.

Maria Patrizia Grieco

Mrs. Maria Patrizia Grieco has been the Chairman of the board of directors of Enel since May 2014. After graduating in law at the University of Milan, she started her career in 1977 at Italtel, where in 1994 she became chief of the Legal and General Affairs directorate. In 1999, she was appointed General Manager to re-organise and reposition the company, and in 2002 she became Chief Executive Officer. Subsequently, she held the positions of Chief Executive Officer of Siemens Informatica, Partner of Value Partners and Chief Executive Officer of the Group Value Team (today NTT Data). From 2008 to 2013, she was Chief Executive Officer of Olivetti, where she also held the role of Chairman from 2011. She has been a director of Fiat Industrial and CIR and she is currently on the boards of Anima Holding, Ferrari and Amplifon. Mrs. Grieco is also a member of the steering committee of Assonime and of the board of directors of Bocconi University. Maria Patrizia Grieco was appointed Chairman of the Italian Corporate Governance Committee in 2017. The purpose of the Committee is the promotion of good corporate governance practices of Italian listed companies.

Adam Keswick

Mr. Keswick joined the Board in 2007 and was Deputy Managing Director of Jardine Matheson from 2012 to 2016. He was appointed chairman of Matheson & Co. in August 2016. He has held a number of executive positions since joining the Jardine Matheson Group from N M Rothschild & Sons in 2001, including group strategy director and, thereafter, group managing director of Jardine Cycle & Carriage between 2003 and 2007. Mr Keswick is a director of Dairy Farm, Hongkong Land, Jardine Strategic and Mandarin Oriental. He is also a Director of Ferrari N.V., and Vice Chairman of the Supervisory Board of Rothschild & Co, and is a director of Yabuli China Entrepreneurs Forum. Mr Keswick attended Eton College and Edinburgh University where he received his Master of Arts degree in 1995.

Senior Management Team

On certain key industrial matters, the Chief Executive Officer is supported by the Senior Management Team (SMT), which is responsible for reviewing the operating performance of the business, collaborating on certain operational matters, supporting the Chief Executive Officer with his tasks, and executing decisions of the board of directors and the day-to-day management of the Issuer, primarily as it relates to the operational management. Set forth below are the names, year of birth and position of each of the members of the SMT of Ferrari. Unless otherwise indicated, the business address of each person listed below will be c/o Ferrari, Via Abetone Inferiore n. 4, I-41053 Maranello (MO), Italy.

Name	Year of Birth	Position
Louis C. Camilleri	1955	Chief Executive Officer and Executive Director
Antonio Picca Piccon	1964	Chief Financial Officer
Michele Antoniazzi	1969	Chief Human Resources Officer
Mattia Binotto	1969	Managing Director Gestione Sportiva and Team Principal Scuderia Ferrari
Nicola Boari	1970	Chief Brand Diversification Officer
Carlo Daneo	1968	General Counsel
Enrico Galliera	1966	Chief Marketing and Commercial Officer
Michael Hugo Leiters	1971	Chief Technology Officer
Flavio Manzoni	1965	Chief Design Officer
Jane Reeve	1959	Chief Communication Officer
Vincenzo Regazzoni	1963	Chief Manufacturing Officer

Potential Conflicts of Interests

There are overlaps among the directors and officers of FCA and the Issuer's directors and officers. These individuals owe duties both to the Issuer and to the other companies that they serve as officers and/or directors. This may raise certain conflicts of interest as, for example, these individuals review opportunities that may be appropriate or suitable for both the Issuer and such other companies, or business transactions are pursued in which both the Issuer and such other companies have an interest, such as the Group's arrangement to supply engines for Maserati cars. For example, Mr. John Elkann the Chairman, is also the Chairman of FCA and the Chairman and Chief Executive Officer of Exor. As at 7 February 2020, Exor held approximately 24.0 percent of Ferrari's outstanding common shares and approximately 35.8 percent of the voting power in Ferrari, while it holds approximately 29.0 percent of the outstanding common shares and 42.1 percent of the voting power in FCA, based on SEC filings. (See "*Risk Factors— Risks Related to Governance and the Separation from FCA— The Issuer may have potential conflicts of interest with FCA and Exor and its related companies*").

Save as disclosed above, there are no potential conflicts of interest between any duties of the directors and officers to the Issuer and their private interests and/or other duties.

Recent Developments

COVID-19 Pandemic Update

The global spread of Coronavirus, a virus causing potentially deadly respiratory tract infections, which was declared a global pandemic by the World Health Organization in March 2020, has led to governments around the world mandating increasingly restrictive measures to contain the pandemic, including social distancing, quarantine, "shelter in place" or similar orders, travel restrictions and suspension of non-essential business activities. The main effects on Ferrari during the first quarter of 2020 include the following:

- Deliveries were suspended due to restrictions on dealer activities or the inability of customers to collect their cars, primarily in Europe, near the end of March 2020.
- With the safety and well-being of Ferrari employees in mind, production was suspended from 14 March 2020 and gradually restarted from 4 May 2020, returning to full production on 8 May 2020. Ferrari decided to continue paying all employees and not accede to any of the government's aid programs for the whole suspension period. Prior to suspending production, Ferrari started to experience limited supply chain constraints.
- The start of the 2020 Formula 1 World Championship has been postponed and there is uncertainty regarding the number and format of Grand Prix races that will take place in 2020. This impacted the Group's results in the first quarter as it has accrued sponsorship and commercial revenues based on the estimated number of races that will take place for the 2020 season, which is expected to be significantly less than the 2019 season.
- Brand activities were also adversely impacted as a result of the closure of Ferrari stores and museums.
- Supplies of engines to Maserati also decreased, adversely impacting revenues from such sales.
- There were no significant effects on the valuation of assets or liabilities and no increases in allowances for credit losses as of 31 March 2020. Moreover, no material impairment indicators were identified and there were no changes in accounting judgments or other significant accounting impact relating to Coronavirus.
- No significant changes occurred in controls that materially affect internal control over financial reporting.
- Although production and certain other activities were suspended (i.e. Formula 1, stores, museums), the Group has been able to continue many other key business activities and functions through remote working arrangements.

The future impact of Coronavirus on Ferrari's results of operations and financial condition will depend on ongoing developments in relation to the pandemic, including the success of containment measures and other actions taken by governments around the world, as well as the overall condition and outlook of the global economy. Significant uncertainty remains, especially in relation to Ferrari's Formula 1 and brand activities, and the situation is evolving continuously. As further described under *"The Group is subject to risks related to the future evolution of and response to the Coronavirus pandemic that may materially and adversely affect its business"* Ferrari's performance will continue to be negatively affected, particularly in the second quarter of 2020 and possibly beyond. For the entire month of April 2020 the Group's production remained suspended. The closure and reopening of Ferrari dealerships have varied, as lockdowns and other restrictions, and the gradual easing of those measures, have been implemented to varying degrees from country to country. As at the date of this Prospectus, less than 50% of Ferrari dealerships are open for business or planning to be open in the coming days. Those dealers that are closed are expected to begin opening gradually as national, regional or state lockdowns and containment policies are lifted. The waiting list for cars continues to extend beyond 12 months on average and the Group is focused on maintaining a robust order book going forward. The Group expects that a significantly reduced number of Formula 1 races will be held in 2020 and that brand activities will recover slowly towards pre-pandemic levels. Ferrari will seek to partially recover the effects of the Coronavirus-related suspension of business activities in the second half of 2020. To mitigate potential liquidity or refinancing risks in the foreseeable future, the Group is focused on increasing its amount of available liquidity, including through new committed credit lines (additional committed credit lines for an aggregate of €350 million were secured in April 2020, doubling the total committed credit lines available and undrawn to €700 million as compared to 31 March 2020). Additionally, the Group elected to temporarily suspend its share repurchase program effective from 30 March 2020. Furthermore, the Group is taking actions to contain selling, general and administrative expenses (SG&A), R&D and reduce capital expenditure in the remainder of 2020 while ensuring that those projects that are considered important for the continuing success of Ferrari and its future development have been maintained. The Group also expects to adopt temporary measures to freeze the hiring of new employees.

Management is continuously monitoring the evolution of Coronavirus as information becomes available as well as the related effects on the financial position and results of operations of the Group.

To protect the health and well-being of its workforce, and its customers, as Ferrari returns to business operations, and for the foreseeable future, the Issuer will implement its "Back on Track" programme, which was developed in partnership with several virologists and other medical experts to ensure the highest level of safety for Ferrari employees, their families, Ferrari customers and suppliers and the greater community at large. The program includes the following measures:

- full implementation of the Italian government's 'Protocol for the regulation of measures to combat and contain the spread of the COVID-19 virus in the workplace', with additional measures to strengthen and customize the protocol with the support of specialists who have expert knowledge of Ferrari's work environment;
- voluntary screening of Ferrari employees with blood tests to check their state of health in relation to the virus (service also available to the employees' household as well as staff of suppliers present on the Issuer's premises);
- offering to all Ferrari workers the opportunity to use a special App to receive medical support in monitoring the symptoms of the virus;
- providing health and psychological assistance service to staff and special support to any employee who tests positive for Coronavirus (including free insurance coverage, accommodation for self-isolation, medical and nursing services and supply of required medical equipment such as medicines, oximeters and, in case of emergency, oxygen);
- the launch of an "Installation Lap" phase, which includes several days of safety training (primarily for employees involved in the resumption of production from 4 May 2020) and the provision of personal protective equipment for employees, as well as the implementation of checks at workstation entrances and rules for sharing common areas.

In response to the healthcare crisis caused by the Coronavirus pandemic and to support the communities in which Ferrari operates, Ferrari has commenced activities to produce respirator valves and fittings for protective masks, and has also agreed to fund various initiatives in the region to help those in need during the Coronavirus

emergency, with the first activities concentrating on Ferrari's local communities in the province of Modena. Aid to the different towns were coordinated directly with the local authorities and include the following, among others:

- the purchase and distribution of ventilators, respiratory equipment, medically certified masks and other medical supplies;
- the purchase of COVID-19 test kits and equipment for the Policlinico di Modena and the hospitals of Baggiovara and Sassuolo;
- the donation of emergency medical service vehicles for the local health service;
- the purchase of computer equipment for schools, including notebooks, tablets and portable modems. All of the IT equipment will remain with the schools;
- the purchase and distribution of food in Maranello;
- Ferrari, together with other companies, contributed to the sourcing and purchasing of 210 ventilators, alongside other medical equipment from various overseas suppliers, providing for their immediate air transport to Italy.

Further initiatives will be confirmed in the region over the coming weeks. The overall fund is almost €2 million and was generated thanks to the Chairman, the CEO and Board of Directors pledging their full compensation from April to the end of the year, with the Senior Management Team donating 25% of their salaries for the same period.

Ferrari has also launched a collaborative fundraising initiative together with its Cavalcade clients to support the medical staff and health system of Ferrari's surrounding communities, with Ferrari matching every donation made.

TAXATION

The statements herein regarding taxation are based on the laws in force as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their acquiring, holding and disposing of the Notes, including, without limitation, the tax consequences of receiving payments of interest, principal and/or other amounts under the Notes.

REPUBLIC OF ITALY

Tax Treatment of Interest

Legislative Decree No. 239 of 1 April 1996 as subsequently amended and restated (**Decree 239**) sets forth the Italian tax regime applicable to interest, premium and other income (including the difference between the redemption amount and the issue price, hereinafter collectively referred to as **Interest**) from notes that are issued, inter alia, by:

- joint-stock corporations that are resident in Italy for tax purposes and whose shares are admitted to trading on a regulated market or on a multilateral trading facility of (i) an EU Member State, or (ii) a State that is a party to the European Economic Area Agreement (**EEA State**) and is included in the list of countries and territories that allow an adequate exchange of information as contained (I) as at the date of this Prospectus in the Decree of the Minister of Economy and Finance of 4 September 1996, as subsequently amended and restated (**White List**), or (II) once effective in any other decree or regulation that will be issued in the future under the authority of Article 11(4)(c) of Decree 239 to provide the list of such countries and territories (**New White List**), including any country or territory that will be deemed listed therein for the purpose of any interim rule; or
- other companies that are resident for tax purposes in Italy if the notes are admitted to trading on a regulated market or on a multilateral trading facility of (i) an EU Member State, or (ii) an EEA State that is included in the White List (or in the New White List once this is effective), provided that the notes fall within the category of bonds (*obbligazioni*) or bond-like securities (*titoli similari alle obbligazioni*).

For these purposes, under Article 44(2)(c) of Presidential Decree No. 917 of 22 December 1986 (**Decree 917**), bonds and bond-like securities (*titoli similari alle obbligazioni*) are securities that incorporate an unconditional obligation for the Issuer to pay, at maturity (or at any earlier full redemption of the securities), an amount not lower than their nominal/par value/principal and that do not grant the holder any direct or indirect right of participation in (or control on) the management of the Issuer or of the business in connection with which these securities are issued.

Italian resident Noteholders

Noteholders not Engaged in an Entrepreneurial Activity

Where an Italian resident beneficial owner of the Notes (a **Noteholder**) is:

- (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected;
- (b) a non-business partnership;
- (c) a non-business private or public entity (other than Italian undertakings for collective investment); or
- (d) an investor exempt from Italian corporate income tax, then Interest derived from the Notes, and accrued during the relevant holding period, is subject to a tax withheld at source (*imposta sostitutiva*)

levied at the rate of 26 per cent., unless the relevant Noteholder holds the Notes in a discretionary investment portfolio managed by an authorised intermediary and, if meeting the relevant conditions, has validly opted for the application of the “*Risparmio Gestito*” regime provided for by Article 7 of Decree No. 461 of 21 November 1997 (**Decree 461**). In such latter case the Noteholder is subject to a 26 per cent. annual substitute tax on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). The substitute tax is applied on behalf of the taxpayer by the managing authorised intermediary. (For more information see also “*Tax Treatment of Capital Gains*” below).

Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be exempt from any income taxation (including from the 26 per cent. *imposta sostitutiva*) if the Noteholders are Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 and the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth under Italian law.

Noteholders Engaged in an Entrepreneurial Activity

In the event that the Italian resident Noteholders described under clauses (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax. Interest will be subject to *imposta sostitutiva* on a provisional basis and will then be included in the relevant beneficial owner’s income tax return. As a consequence, Interest will be subject to the ordinary income tax and *imposta sostitutiva* may be recovered as a credit that can be offset against the income tax due.

If a Noteholder is an Italian resident company or similar business entity, a business partnership, or a permanent establishment in Italy of a non-resident company to which the Notes are effectively connected, and the Notes are deposited with an authorised intermediary, Interest from the Notes will not be subject to *imposta sostitutiva*. Interest must, however, be included in the relevant Noteholder’s income tax return and is therefore subject to general Italian corporate income tax (**IRES**) and, in certain circumstances, depending on the “status” of the Noteholder, also to the regional tax on productive activities (**IRAP**).

Italian Real Estate Alternative Investment Funds (Real Estate Investment Funds and Real Estate SICAFs)

Under Law Decree No. 351 of 25 September 2001 (**Decree 351**), converted into law with amendments by Law No. 410 of 23 November 2001, Article 32 of Law Decree No. 78 of 31 May 2010, converted into law with amendments by Law No. 122 of 30 July 2010, and Article 2(1)(c) of Decree 239, payments of Interest deriving from the Notes to Italian resident real estate investment funds are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Italian real estate investment fund, provided that the Notes, together with the relevant coupons, are timely deposited with an authorised intermediary. However, a withholding tax or a substitute tax at the rate of 26 per cent. will generally apply to income realised by unitholders in the event of distributions, redemption or sale of the units.

Subject to certain conditions, income realised by Italian real estate investment funds is attributed pro rata to the Italian resident unitholders irrespective of any actual distribution on a tax transparency basis.

Under Article 9 of Legislative Decree No. 44 of 4 March 2014 (**Decree 44**), the above regime applies also to Interest payments made to closed-ended real estate investment companies (*società di investimento a capitale fisso immobiliari*, or **Real Estate SICAFs**) which meet the requirements expressly provided by applicable law.

Undertakings for Collective Investment (Funds, SICAFs and SICAVs)

If an Italian resident Noteholder is an open-ended or a closed-ended collective investment fund (**Fund**), other than a real estate investment fund, a closed-ended investment company (*società di investimento a capitale fisso*, or **SICAF**) or an open-ended investment company (*società di investimento a capitale variabile*, or **SICAV**) established in Italy and either (i) the Fund, the SICAF or the SICAV or (ii) their manager is subject to supervision by the competent regulatory authority and the Notes are deposited with an authorised intermediary, Interest accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*. Interest must, however, be included in the management results of the Fund, the SICAF or the SICAV accrued at the end of each tax period. The Fund, the SICAF or the SICAV will not be subject to *imposta sostitutiva*, but a withholding

tax of 26 per cent. will be levied, in certain circumstances, on proceeds distributed in favour of unitholders or shareholders by the Fund, the SICAF or the SICAV.

Pension Funds

If an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, Interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the pension fund as calculated at the end of the tax period, which will be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth under Italian law.

Application of Imposta Sostitutiva

Under Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare (SIM)*, fiduciary companies, *società di gestione del risparmio (SGR)*, stockbrokers and other entities identified by a decree of the Ministry of Economy and Finance (each, an **Intermediary**).

An Intermediary must (a) be resident in the Republic of Italy or be a permanent establishment in the Republic of Italy of a non-Italian resident financial intermediary or an organisation or a company not resident in the Republic of Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Ministry of Economy and Finance (which includes Euroclear and Clearstream) having appointed an Italian representative for the purposes of Decree 239, and (b) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited. If the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary (or permanent establishment in Italy of a non-resident financial intermediary) paying Interest to a Noteholder or, absent that, by the Issuer.

Non-Italian Resident Noteholders

If the Noteholder is a non-Italian resident without a permanent establishment in the Republic of Italy to which the Notes are effectively connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is:

- (a) resident, for tax purposes, in a country which is included in the White List (or in the New White List once this is effective); or
- (b) an international body or entity set up in accordance with international agreements which have entered into force in the Republic of Italy; or
- (c) a central bank or an entity which manages, inter alia, official reserves of a foreign State (including sovereign wealth funds); or
- (d) an “institutional investor”, whether or not subject to tax, which is established in a country included in the White List (or in the New White List once this is effective), even if it does not possess the status of a taxpayer in its own country of establishment.

In order to ensure gross payment, non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected must be the beneficial owners of the payments of Interest and must timely deposit the Notes together with the coupons relating to such Notes directly or indirectly with:

- an Italian or foreign bank or financial institution (there is no requirement for the bank or financial institution to be EU resident) (the **First Level Bank**), acting as intermediary in the deposit of the Notes held, directly or indirectly, by the Noteholder with a Second Level Bank (as defined below); or

- an Italian resident bank or brokerage company (**SIM**), or a permanent establishment in Italy of a non-resident bank or SIM, acting as depositary or sub depositary of the Notes appointed to maintain direct relationships, via telematic link, with the Department of Revenue of the Ministry of Economy and Finance (the **Second Level Bank**). Organisations and companies that are not resident of Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Italian Ministry of Economy and Finance (which include Euroclear and Clearstream) are treated as Second Level Banks, provided that they appoint an Italian representative (an Italian resident bank or SIM, or permanent establishment in Italy of a non-resident bank or SIM, or a central depositary of financial instruments pursuant to Article 80 of Legislative Decree No. 58 of 24 February 1998) for the purposes of the application of Decree 239. In the event that a non-Italian resident Noteholder deposits the Notes directly with a Second Level Bank, the latter shall be treated both as a First Level Bank and a Second Level Bank.

The exemption from the *imposta sostitutiva* for non-Italian resident Noteholders is conditional upon:

- the deposit of the Notes, either directly or indirectly, with an institution which qualifies as a Second Level Bank; and
- the submission, at the time or before the deposit of the Notes, to the First Level Bank or the Second Level Bank (as the case may be) of an affidavit by the relevant Noteholder (*autocertificazione*), to be provided only once, in which it declares, inter alia, that it is the beneficial owner of any interest on the Notes and it is eligible to benefit from the exemption from the *imposta sostitutiva*.

This affidavit, which is required neither for international bodies or entities set up in accordance with international agreements that have entered into force in Italy nor for foreign central banks or entities which manage, inter alia, official reserves of a foreign State, must comply with the requirements set forth by the Italian Ministerial Decree of 12 December 2001 and is valid until withdrawn or revoked (unless some information provided therein has changed). The affidavit need not be submitted if a certificate, declaration or other similar document for the same or equivalent purposes was previously submitted to the same depositary.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. to Interest paid to Noteholders who do not qualify for the exemption or do not timely and properly comply with set requirements.

Noteholders who are subject to the *imposta sostitutiva* might, nevertheless, be eligible for full or partial relief under an applicable tax treaty, provided that the relevant conditions are satisfied (including documentary fulfilments).

Tax Treatment of Capital Gains

Italian Resident (and Italian Permanent Establishment) Noteholders

Noteholders Not Engaged in an Entrepreneurial Activity

If an Italian resident Noteholder is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected, (ii) a non-business partnership, (iii) a non-business private or public entity, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to a capital gain tax (**CGT**), levied at the rate of 26 per cent. Noteholders may set off any losses against their capital gains subject to certain conditions.

In respect of the application of CGT, taxpayers may opt for any of the three regimes described below.

- (a) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Notes are connected, CGT on capital gains will be chargeable, on a cumulative basis, on all capital gains (net of any incurred capital loss) realised by the Italian resident individual Noteholder holding the Notes. In this instance, “capital gains” means any capital gain not connected with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Italian resident individuals holding the Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay

CGT on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward and offset against capital gains realised in any of the four succeeding tax years.

- (b) As an alternative to the tax declaration regime, Italian resident individual Noteholders holding the Notes not in connection with an entrepreneurial activity may elect to pay CGT separately on capital gains realised on each sale or redemption of the Notes (nondiscretionary investment portfolio regime, “*regime del risparmio amministrato*”) (optional). Such separate taxation of capital gains is allowed subject to:
 - (i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishments in Italy of non-resident intermediaries); and
 - (ii) an express election for the nondiscretionary investment portfolio regime being timely made in writing by the relevant Noteholder.

The depository must account for CGT in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss. The depository must also pay CGT to the Italian tax authorities on behalf of the Noteholder, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the nondiscretionary investment portfolio regime, any possible capital loss resulting from a sale or redemption of the Notes may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth.

- (c) Under the discretionary investment portfolio regime (*regime del risparmio gestito*) (optional), any capital gains realised by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets (including the Notes) to an authorised intermediary will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Any decrease in value of the managed assets accrued at the year-end may be carried forward and offset against any increase in value of the managed assets accrued in any of the four following tax years. The Noteholder is not required to declare the capital gains realised in the annual tax return.

Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be exempt from any income taxation (including from the 26 per cent. CGT) if the Noteholders are Italian resident individuals not engaged in entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 and the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth under Italian law.

Noteholders Engaged in an Entrepreneurial Activity

Any gain realised upon the sale or the redemption of the Notes would be treated as part of the taxable business income (and, in certain circumstances, depending on the “status” of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company, a similar business entity (including the Italian permanent establishment of non-resident entities to which the Notes are connected), a business partnership or an Italian resident individual engaged in an entrepreneurial activity to which the Notes are connected.

Italian Real Estate Alternative Investment Funds (Real Estate Investment Funds and Real Estate SICAFs)

Any capital gains realised by a Noteholder which is an Italian real estate investment fund or an Italian Real Estate SICAF to which the provisions of Decree 351 or Decree 44 apply will be subject neither to CGT nor to any other income tax at the level of the real estate investment fund or the Real Estate SICAF (see “*Tax Treatment of Interest*”). However, a withholding tax or a substitute tax at the rate of 26 per cent. will generally apply to income realised by unitholders/shareholders in the event of distributions, redemption or sale of units/shares.

Undertakings for Collective Investment (Funds, SICAFs and SICAVs)

Any capital gains realised by a Noteholder which is a Fund, a SICAF or a SICAV will not be subject to CGT but will be included in the result of the relevant portfolio accrued at the end of the relevant tax year. Such result will not be taxed at the level of the Fund, the SICAF or the SICAV, but income realised by the unitholders or shareholders in case of distributions, redemption or sale of the units/shares may be subject to a withholding tax of 26 per cent. (see “*Tax Treatment of Interest*”).

Pension Funds

Any capital gains realised by a Noteholder that is an Italian pension fund (subject to the regime provided for by Article 17 of Decree 252 of 5 December 2005) will be included in the result of the pension fund as calculated at the end of the tax year, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth under Italian law.

Non-Italian Resident Noteholders

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and traded on regulated markets are subject neither to CGT nor to any other Italian income tax. The exemption applies provided that the non-Italian resident Noteholders file in due course with the authorised financial intermediary an appropriate affidavit (*autocertificazione*) stating that the Noteholder is not resident in the Republic of Italy for tax purposes and has no permanent establishment in Italy to which the Notes are effectively connected.

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer not traded on regulated markets are not subject to CGT, provided that the beneficial owner is:

- (a) resident in a country included in the White List (or in the New White List once this is effective);
- (b) an international entity or body set up in accordance with international agreements which have entered into force in the Republic of Italy;
- (c) a central Bank or an entity which manages, inter alia, official reserves of a foreign State (including sovereign wealth funds); or
- (d) an “institutional investor”, whether or not subject to tax, which is established in a country included in the White List (or in the New White List once this is effective), even if it does not possess the status of a taxpayer in its own country of establishment.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and not traded on regulated markets may be subject to CGT at the current rate of 26 per cent. However, Noteholders may benefit from an applicable tax treaty with the Republic of Italy providing that capital gains realised upon the sale or the redemption of the Notes may be taxed only in the country of residence of the transferor.

Italian Inheritance and Gift Tax

Subject to certain exceptions, Italian inheritance and gift tax is generally payable on transfers of assets and rights, including the Notes, (i) by reason of death or gifts by Italian resident persons (or other transfers for no consideration and the creation of liens on such assets for a specific purpose, including the segregation of assets into a trust), even if the transferred assets are held outside Italy, and (ii) by reason of death or gifts by non-Italian resident persons (or other transfers for no consideration and the creation of liens on such assets for a specific purpose, including the segregation of assets into a trust), but only if the transferred assets are held in Italy.

In such event, Italian inheritance and gift tax applies as follows:

- (a) at a rate of 4 per cent. in case of transfers in favour of the spouse or relatives in direct line on the portion of the global net value of the transferred assets exceeding, for each beneficiary, €1,000,000;
- (b) at a rate of 6 per cent. in case of transfers in favour of relatives up to the fourth degree or relatives in-law up to the third degree on the entire value of the transferred assets. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the transferred assets exceeding, for each beneficiary, €100,000; and
- (c) at a rate of 8 per cent. in any other case.

If the beneficiary of any such transfer is a disabled individual, whose handicap is recognised under Law No. 104 of 5 February 1992, the tax is applied only on the value of the assets (including the Notes) received in excess of €1,500,000 at the rates illustrated above, depending on the type of relationship existing between the deceased or the donor and the beneficiary.

With respect to Notes listed on a regulated market, the value for inheritance and gift tax purposes is the average trading price of the last quarter preceding the date of the succession or of the gift (including any accrued interest).

Transfer Tax

Contracts relating to the transfer of securities are subject to a €200 registration tax as follows: (i) public deeds and private deeds with notarised signatures are subject to mandatory registration; and (ii) private deeds are subject to registration only in the case of voluntary registration or if the so-called “caso d’uso” occurs.

Stamp Duty

Under Article 13(2bis-2ter) of Presidential Decree No. 642 of 26 October 1972, a 0.20 per cent. stamp duty generally applies on communications and reports that Italian financial intermediaries periodically send to their clients in relation to the financial products that are deposited with such intermediaries. The Notes are included in the definition of financial products for these purposes. Communications and reports are deemed to be sent at least once a year even if the Italian financial intermediary is under no obligation to either draft or send such communications and reports.

The stamp duty cannot exceed €14,000.00 per year for Noteholders other than individuals.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy and Finance on 24 May 2012, the 0.20 per cent. stamp duty does not apply to communications and reports that the Italian financial intermediaries send to investors who do not qualify as “clients” according to the regulations issued by the Bank of Italy. Communications and reports sent to this type of investors are subject to the ordinary €2.00 stamp duty for each copy.

The taxable base of the stamp duty is the market value or, in the lack thereof, the nominal value or the redemption amount of any financial product.

Wealth Tax on Financial Products Held Abroad

Under Article 19(18) of Law Decree No. 201 of 6 December 2011, individuals, non-business entities and non-business partnerships that are resident in Italy and, during the fiscal year, hold financial products – including the Notes – outside the Republic of Italy are required to pay a wealth tax at the rate of 0.2 per cent. (the tax is determined in proportion to the period of ownership). Pursuant to Article 134 of Law Decree No. 34 of 19 May 2020, the wealth tax cannot exceed €14,000.00 per year for Noteholders other than individuals. This tax is calculated on the market value at the end of the relevant year or, in the lack thereof, on the nominal value or redemption value, or in the case the face or redemption values cannot be determined, on the purchase price of any financial product (including the Notes) held abroad by Italian resident individuals. A tax credit is generally granted for foreign wealth taxes levied abroad on such financial products. The tax credit cannot be greater than the amount of the Italian tax due. If there is a double tax treaty in force between Italy and the State where the financial products are held that also covers taxes on capital and the treaty provides that only the State of

residence should levy taxes on capital on the financial products, no tax credit is granted. In these cases, the taxpayer should request the refund of the wealth taxes paid abroad to the foreign tax authorities.

Certain Reporting Obligations for Italian Resident Noteholders

Under Law Decree No. 167 of 28 June 1990, as subsequently amended and supplemented, individuals, non-business entities and non-business partnerships that are resident in Italy and, during the tax year, hold investments abroad or have financial assets abroad (including possibly the Notes) must, in certain circumstances, disclose these investments or financial assets to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding €15,000 threshold throughout the year, which per se do not require such disclosure). The requirement applies also where the persons above, being not the direct holder of the financial assets, are the actual economic owners thereof for the purposes of anti-money laundering legislation.

No disclosure requirements exist for investments and financial assets (including the Notes) under management or administration entrusted to Italian resident intermediaries (Italian banks, SIMs, fiduciary companies or other professional intermediaries, indicated in Article 1 of Law Decree No. 167 of 28 June 1990) and for contracts concluded through their intervention, provided that the cash flows and the income derived from such activities and contracts have been subjected to Italian withholding or substitute tax by the such intermediaries.

THE NETHERLANDS

This summary solely addresses the principal Dutch tax consequences of the acquisition, ownership and disposal of Notes and does not purport to describe every aspect of taxation that may be relevant to a particular holder. Tax matters are complex, and the tax consequences of the offering to a particular holder of Notes will depend in part on such holder's circumstances. Accordingly, a holder is urged to consult his own tax advisor for a full understanding of the tax consequences of the offering to him, including the applicability and effect of Dutch tax laws.

Where in this summary English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law. Where in this summary the terms "the Netherlands" and "Dutch" are used, these refer solely to the European part of the Kingdom of the Netherlands and the legislation applicable in that part of the Kingdom. This summary assumes that the Issuer is organised, and that its business will be conducted, in the manner outlined in this offering. A change to such organisational structure or to the manner in which the Issuer conducts its business may invalidate the contents of this summary, which will not be updated to reflect any such change.

This summary is based on the tax law of the Netherlands (unpublished case law not included) as it stands at the date of this Prospectus. The tax law upon which this summary is based, is subject to changes, possibly with retroactive effect. Any such change may invalidate the contents of this summary, which will not be updated to reflect such change.

The summary in this Dutch taxation paragraph does not address the Dutch tax consequences for a holder of Notes who:

- (i) is a person who may be deemed an owner of Notes for Dutch tax purposes pursuant to specific statutory attribution rules in Dutch tax law;
- (ii) is, although in principle subject to Dutch corporation tax, in whole or in part, specifically exempt from that tax in connection with income from Notes;
- (iii) is an investment institution as defined in the Dutch Corporation Tax Act 1969;
- (iv) owns Notes in connection with a membership of a management board or a supervisory board, an employment relationship, a deemed employment relationship or management role;
- (v) has a substantial interest in the Issuer or a deemed substantial interest in the Issuer for Dutch tax purposes. Generally, a person holds a substantial interest if (a) such person – either alone or, in the case

of an individual, together with his partner or any of his relatives by blood or by marriage in the direct line (including foster-children) or of those of his partner for Dutch tax purposes – owns or is deemed to own, directly or indirectly, 5 per cent. or more of the shares or of any class of shares of the Issuer, or rights to acquire, directly or indirectly, such an interest in the shares of the Issuer or profit participating certificates relating to 5 per cent. or more of the annual profits or to 5 per cent. or more of the liquidation proceeds of the Issuer, or (b) such person's shares, rights to acquire shares or profit participating certificates in the Issuer are held by him following the application of a non-recognition provision; or

(vi) is for Dutch tax purposes taxable as a corporate entity and resident of Aruba, Curacao or Sint Maarten.

Withholding tax

All payments under the Notes may be made free from withholding or deduction of or for any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority of or in the Netherlands, except that as of January 1, 2021, Dutch withholding tax may apply on certain (deemed) payments of interest made to an affiliated (*gelieerde*) entity of the Issuer if such entity (i) is considered to be resident in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes, or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is a hybrid entity, or (v) is not resident in any jurisdiction, all within the meaning of the Dutch Withholding Tax Act 2021.

Taxes on income and capital gains

Resident holders of Notes

A holder of Notes who is resident or deemed to be resident in the Netherlands for Dutch tax purposes is fully subject to Dutch income tax if he is an individual or fully subject to Dutch corporation tax if it is a corporate entity, or an entity, including an association, a partnership and a mutual fund, taxable as a corporate entity, as described in the summary below.

Individuals deriving profits or deemed to be deriving profits from an enterprise

Any benefits derived or deemed to be derived from or in connection with Notes that are attributable to an enterprise from which an individual derives profits, whether as an entrepreneur or pursuant to a co-entitlement to the net value of an enterprise, other than as a shareholder, are generally subject to Dutch income tax at progressive rates up to 49.50 per cent.

Individuals deriving benefits from miscellaneous activities

Any benefits derived or deemed to be derived from or in connection with Notes that constitute benefits from miscellaneous activities by an individual are generally subject to Dutch income tax at progressive rates up to 49.50 per cent.

An individual may, inter alia, derive or be deemed to derive benefits from or in connection with Notes that are taxable as benefits from miscellaneous activities if his investment activities go beyond regular active portfolio management.

Other individuals

If a holder of Notes is an individual whose situation has not been discussed before in this section “—Taxes on income and capital gains—Resident holders of Notes”, the value of his Notes forms part of the yield basis for purposes of tax on benefits from savings and investments. A deemed benefit, which is determined on the basis of progressive rates starting from 1.7893 per cent. up to 5.28 per cent. per annum of this yield basis, is taxed at the rate of 30 per cent. Actual benefits derived from or in connection with his Notes are not subject to Dutch income tax.

Corporate entities

Any benefits derived or deemed to be derived from or in connection with Notes that are held by a corporate entity, or an entity, including an association, a partnership and a mutual fund, taxable as a corporate entity, are generally subject to Dutch corporation tax at up to a maximum rate of 25 per cent.

General

A holder of Notes will not be deemed to be resident in the Netherlands for Dutch tax purposes by reason only of the execution and/or enforcement of the documents relating to the issue of Notes or the performance by the Issuer of its obligations under such documents or under the Notes.

Non-resident holders of Notes

Individuals

If a holder of Notes is an individual who is neither resident nor deemed to be resident in the Netherlands for purposes of Dutch income tax, he will not be subject to Dutch income tax in respect of any benefits derived or deemed to be derived from or in connection with Notes, except if

- (i) he derives profits from an enterprise, whether as an entrepreneur or pursuant to a co-entitlement to the net value of such enterprise, other than as a shareholder, and such enterprise is carried on, in whole or in part, through a permanent establishment or a permanent representative in the Netherlands, and his Notes are attributable to such permanent establishment or permanent representative; or
- (ii) he derives benefits or is deemed to derive benefits from or in connection with Notes that are taxable as benefits from miscellaneous activities performed in the Netherlands.

Income derived from the Notes as specified under (i) and (ii) by an individual is subject to Dutch individual income tax at progressive rates up to a maximum rate of 49.50 per cent.

Corporate entities

If a holder of Notes is a corporate entity, or an entity, including an association, a partnership and a mutual fund, taxable as a corporate entity, which is neither resident nor deemed to be resident in the Netherlands for purposes of Dutch corporation tax, it will not be subject to Dutch corporation tax in respect of any benefits derived or deemed to be derived from or in connection with Notes, except if

- (i) it derives profits from an enterprise directly which is carried on, in whole or in part, through a permanent establishment or a permanent representative which is taxable in the Netherlands and to which permanent establishment or permanent representative its Notes are attributable; or
- (ii) it derives profits pursuant to a co-entitlement to the net value of an enterprise which is managed in the Netherlands, other than as a holder of securities and to which enterprise its Notes are attributable.

Income derived from the Notes as specified under (i) and (ii) by a corporate entity is subject to Dutch corporate income tax at up to a maximum rate of 25 per cent.

General

If a holder of Notes is neither resident nor deemed to be resident in the Netherlands, such holder will for Dutch tax purposes not carry on or be deemed to carry on an enterprise, in whole or in part, through a permanent establishment or a permanent representative in the Netherlands by reason only of the execution and/or enforcement of the documents relating to the issue of Notes or the performance by the Issuer of its obligations under such documents or under the Notes.

Gift and inheritance taxes

No Dutch gift tax or Dutch inheritance tax will arise with respect to an acquisition or deemed acquisition of Notes by way of gift by, or upon the death of, a holder of Notes who is neither resident nor deemed to be resident in the Netherlands for purposes of Dutch gift tax or Dutch inheritance tax except if, in the event of a gift whilst not being a resident nor being a deemed resident in the Netherlands for purposes of Dutch gift tax or Dutch inheritance tax, the holder of Notes becomes a resident or a deemed resident in the Netherlands and dies within 180 days after the date of the gift.

For purposes of Dutch gift tax and Dutch inheritance tax, a gift of Notes made under a condition precedent is deemed to be made at the time the condition precedent is satisfied.

Value added tax

No value added tax will arise in respect of any payment in consideration for the issue of the Notes.

Registration taxes and duties

No Dutch registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty, other than court fees, is payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment or transfer of the Notes.

THE PROPOSED FINANCIAL TRANSACTIONS TAX (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Greece, Spain, France, Italy, Austria, Portugal, Slovenia, Slovakia (the **participating Member States**) and Estonia. However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No. 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the Commission's Proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and/or certain of the participating Member States may decide to withdraw.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Banca IMI S.p.A., Barclays Bank PLC, BNP PARIBAS, Goldman Sachs International, J.P. Morgan Securities plc, Merrill Lynch International and UniCredit Bank AG (the **Joint Lead Managers**) have, pursuant to a subscription agreement dated 20 May 2020 (the **Subscription Agreement**), jointly and severally agreed to subscribe or procure subscribers for the Notes at the issue price of 98.898 per cent. of the principal amount of Notes, less the applicable selling commission. The Issuer will also reimburse the Joint Lead Managers in respect of certain of their expenses, and has agreed to indemnify the Joint Lead Managers against certain liabilities, incurred in connection with the issue of the Notes. The Subscription Agreement may be terminated in certain limited circumstances prior to the issue of the Notes.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with applicable state securities laws. Terms used in this paragraph have the meanings given to them by Regulation S.

Accordingly, the offer is not being made in the United States and this document does not constitute an offer, or an invitation to apply for, or an offer or invitation to purchase or subscribe for any Notes in the United States. The Notes offered hereby are being offered and sold only outside the United States in “offshore transactions” as defined in Regulation S. Any person who subscribes or acquires Notes will be deemed to have represented, warranted and agreed, by accepting delivery of this Prospectus or delivery of Notes, that it has not received this document or any information related to the Notes in the United States, is not located in the United States and is subscribing for or acquiring Notes in compliance with Rule 903 of Regulation S in an “offshore transaction” as defined in Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Joint Lead Manager has represented and agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the later of the commencement of the offering of the Notes and the Issue Date, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA and UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA or the UK. For the purposes of this provision the expression “retail investor” means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

The expression an “offer” means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Each Joint Lead Manager has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Republic of Italy

Each Joint Lead Manager has represented and agreed that the offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to the Notes be distributed, in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Italian CONSOB regulations; or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of the Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (b) comply with any other applicable laws and regulations or requirement imposed by Consob, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Belgium

Each Joint Lead Manager has represented and agreed that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Singapore

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for

subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Switzerland

Each Joint Lead Manager has acknowledged that, in Switzerland, this Prospectus is not intended to constitute an offer or solicitation to purchase or invest in Notes described herein. Accordingly, each Joint Lead Manager has represented, warranted and agreed that the Notes have not been and will not be publicly offered, sold or advertised, directly or indirectly, by any such Joint Lead Manager in, into or from Switzerland within meaning of the Swiss Financial Services Act (FinSa) and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to FinSa, and neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Prospectus nor any other offering or marketing material relating to the offering of the Notes has been or will be filed by the Issuer or any Joint Lead Manager with or approved by any Swiss regulatory authority. The Notes are not subject to the approval of, or supervision by, any Swiss regulatory authority, such as the Swiss Financial Markets Supervisory Authority, and investors in the Notes will not benefit from protection or supervision by any Swiss regulatory authority.

General

No action has been taken or will be taken in any jurisdiction by the Issuer, or any of the Joint Lead Managers that would, or is intended to, permit a public offer of the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, each Joint Lead Manager has undertaken that it will not, directly or indirectly, offer or sell any Notes or distribute or publish any offering circular, prospectus, form of

application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

GENERAL INFORMATION

Authorisation

The issue of the Notes was duly authorised by a resolution of the Board of Directors of the Issuer dated 18 February 2020 and a resolution of the Chief Executive Officer dated 14 May 2020.

Listing and Admission to Trading

Application has been made for the Notes to be admitted to listing on the Official List of Euronext Dublin and admitted to trading on the regulated market of Euronext Dublin with effect from 27 May 2020. The total expenses relating to the admission to listing and trading are expected to be approximately €8,000.00.

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on the regulated market of Euronext Dublin for the purposes of the Prospectus Regulation.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for the Notes is XS2180509999 and the Common Code is 218050999. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Legal Entity Identifier

The Legal Entity Identifier (LEI) code of the Issuer is 549300RIVY5EX8RCON76.

No significant or material adverse change

Save as disclosed under section “*Description of the Issuer and the Group—Recent Developments*” there has been no significant change in the financial performance or financial position of the Issuer or the Group since 31 March 2020 and there has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2019.

Litigation

Save as disclosed in Notes 3 and 23 to the audited consolidated annual financial statements at and for the year ended 31 December 2019 and in Notes 3 and 24 to the audited consolidated annual financial statements at and for the year ended 31 December 2018, which are incorporated by reference herein, neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Group.

Independent Registered Public Accounting Firm

The independent registered public accounting firm of the Issuer is EY S.p.A., who have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements of the Issuer as of 31 December 2019 and 2018, and for the three years in the period ended 31 December 2019. The independent auditors have issued an unqualified audit opinion and have no material interest in the Issuer. The independent auditors’ report is incorporated by reference in this Prospectus.

EY S.p.A. is authorised and regulated by The Italian Ministry of Economy and Finance (MEF) and registered on the special register of auditing firms held by the MEF. The registered office of Ernst & Young S.p.A. is at Via Lombardia, 31, 00187 Rome, Italy.

U.S. Tax

The Notes and Coupons will contain the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

Documents Available

Electronic copies of the following documents will be available for inspection on the website of the Issuer at <https://corporate.ferrari.com/en> for the life of this Prospectus and as long as the Notes remain outstanding:

- (a) the constitutional documents (with an English translation thereof) of the Issuer;
- (b) the audited consolidated financial statements of the Issuer at and for the years ended 31 December 2019 and 2018 contained in the Issuer’s Annual Report on Form 20-F for the financial year ended 31 December 2019 and the unaudited interim condensed consolidated financial statements of the Issuer at and for the three months ended 31 March 2020 contained in the Issuer’s Interim Report on Form 6-K for the three months ended 31 March 2020. The Issuer currently prepares audited consolidated and non-consolidated accounts on an annual basis; the Trust Deed, the Agency Agreement and the forms of the Global Notes, the Notes in definitive form and the Coupons; and
- (c) a copy of this Prospectus.

Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to the issue of the Notes.

Yield

The yield on the Notes will be 1.732 per cent. calculated on an annual basis on the basis of the issue price of the Notes of 98.898 per cent.

Joint Lead Managers transacting with the Issuer

Each of the Joint Lead Managers and its affiliates (including their parent companies) has engaged, engages, and may in future engage, in lending, in advisory, in financing, in investment banking, in corporate finance services and/or commercial banking (including derivatives contracts, the provision of loan facilities and consultancy services) and other related transactions with, and may perform services for the Issuer and its affiliates (including other members of the Group) and for other companies directly or indirectly involved in the same sector in which the Issuer operates and/or competitors of the Issuer and/or interested in carrying out transactions of a similar nature, and also holding significant shareholdings and appointing board members and/or other corporate body members, and participating in shareholders’ agreements of such companies, in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Joint Lead Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Joint Lead Managers or their respective affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk-management policies. Typically, such Joint Lead Managers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Issuer’s securities, including potentially the Notes offered hereby. Any such short positions could adversely affect future trading prices of the Notes. The Joint Lead Managers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purposes of this paragraph, the term “affiliates” includes also parent companies.

Furthermore, certain of the Joint Lead Managers under the Notes (and/or their affiliates) have a significant lending relationship with the Issuer and certain subsidiary companies within the Group, have provided the Issuer

with investment banking services in the last twelve months and have a conflict of interest in as much as part of the proceeds from the issue of the Notes are expected to be used for general corporate purposes, which may include the refinancing of facilities to which the Joint Lead Managers (directly or through parent companies and/or affiliates), among others, are a party.

As further described in the section “*Subscription and Sale*”, each of the Joint Lead Managers under the Notes will receive a commission.

THE ISSUER

Ferrari N.V.
Via Abetone Inferiore N.4
I-41053 Maranello Italy

JOINT LEAD MANAGERS

Banca IMI S.p.A.
Largo Mattioli, 3
20121 Milan
Italy

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

BNP PARIBAS
10 Harewood Avenue
London NW1 6AA
United Kingdom

Goldman Sachs International
Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

UniCredit Bank AG
Arabellastrasse 12
81925 Munich
Germany

TRUSTEE

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London
EC2N 2DB

PRINCIPAL PAYING AGENT

Deutsche Bank A.G., London Branch

Winchester House
1 Great Winchester Street
London
EC2N 2DB

To the Issuer as to English and U.S. law

Sullivan & Cromwell LLP

1 New Fetter Lane
London EC4A 1AN
United Kingdom

To the Issuer as to Dutch law

Loyens & Loeff N.V.

Fred. Roeskestraat 100
1076 ED Amsterdam
The Netherlands

To the Issuer as to Italian law

Legance Avvocati Associati

Via Broletto No. 20
20121 Milan
Italy

To the Issuer as to Italian tax law

Maisto e Associati

Piazza Filippo Meda, 5
20121 Milan
Italy

To the Joint Lead Managers as to English law

Allen & Overy

Studio Legale Associato
Corso Vittorio Emanuele II, 284
00186 Rome

Allen & Overy

Studio Legale Associato
Via Ansperto, 5
20123, Milan

To the Joint Lead Managers as to Dutch law

Allen & Overy LLP

Apollolaan 15
1077 AB Amsterdam
The Netherlands

To the Trustee as to English law

Allen & Overy LLP

One Bishops Square
London E1 6AD
England

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Issuer
EY S.p.A.
Via Lombardia, 31
00187 Rome
Italy

LISTING AGENT

Arthur Cox Listing Services Limited
Ten Earlsfort Terrace
Dublin 2
Ireland