

.Brand TLD Designation Application

Internet Corporation for Assigned Names and Numbers ("ICANN")
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094
Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

FIAT S.P.A. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .ABARTH TLD (the "Registry Agreement"), hereby applies for .ABARTH TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process, listed below, Specification 13 attached thereto, and all supplemental material accompanying this application is accurate and not misleading in any respect.

- Fiat's TLD (.ABARTH) is identical to the textual elements protectable under applicable law of a valid registered trademark
- Fiat's trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- Fiat's trademark is owned and used by the Registry Operator and its Affiliates in the ordinary course of Registry Operator's and its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- Fiat's trademark was issued to Registry Operator prior to the filing of its TLD registry application with ICANN.
- The Fiat's trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator in connection with the offering of any of the goods and/or services identified in the trademark registration.
- Fiat's trademark does not begin with a period or a dot.
- Fiat's trademark is used by Registry Operator in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services.
- Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration. (**See Exhibit A**).
- Only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD (**See Exhibit B**).
- Registry Operator's trademark is registered within the TMCH as validated in the SMD file ID for the TLD (**See Exhibit C**).
- The TLD is not a Generic String TLD (as defined in Specification 11).

Registry Operator also represents that the trademark registration attached hereto as Exhibit A, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are all complete and accurate copies for the TLD to which this application is submitted, respectively.

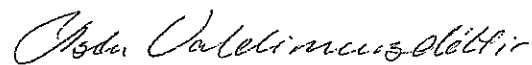
Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to Gretchen Olive.

Submitted by: [REDACTED]
Position: General Counsel
Dated: **August 29, 2014**
Email: [REDACTED]

CERTIFICAT DE RENOUVELLEMENT

Le Bureau international de l'Organisation Mondiale de la Propriété Intellectuelle (OMPI) certifie que les indications figurant dans le présent certificat sont conformes aux inscriptions portées au registre international tenu en vertu de l'Arrangement et du Protocole de Madrid.



Ásta Valdimarsdóttir
Chef du Service des opérations
Services d'enregistrement Madrid
Secteur des marques et des dessins et modèles

Genève, le 27 juin 2013

478 897

Date d'enregistrement: 6 juin 1983
Date du renouvellement: 6 juin 2013
Date d'échéance: 6 juin 2023

FIAT GROUP MARKETING & CORPORATE
COMMUNICATION S.P.A.
Via Nizza, 250
I-10126 TORINO
(Italie).

Forme juridique du titulaire (personne morale) et lieu de constitution: Société par actions, Italie.

Nom et adresse du mandataire: Jacobacci & Partners S.p.A.,
Corso Emilia, 8, I-10152 Torino (Italie).

ABARTH

Liste des produits et services:

- 1 Produits chimiques destinés à l'industrie, la science, la photographie, l'agriculture, l'horticulture, la sylviculture; résines artificielles et synthétiques, matières plastiques à l'état brut (sous forme de poudres, de liquides ou de pâtes); engrais pour les terres (naturels et artificiels); compositions extinctrices; trempes et préparations chimiques pour la soudure; produits chimiques destinés à conserver les aliments; matières tannantes; substances adhésives destinées à l'industrie.
- 2 Couleurs, vernis, laques; préservatifs contre la rouille et contre la détérioration du bois; matières tinctoriales; mordants; résines naturelles, métaux en feuilles et en poudre pour peintres et décorateurs.
- 3 Préparations pour blanchir et autres substances pour lessiver; préparations pour nettoyer, polir, dégraisser et abraiser; savons; parfumerie, huiles essentielles, cosmétiques, lotions pour les cheveux; dentifrices.
- 4 Huiles et graisses industrielles (autres que les huiles et les graisses comestibles et les huiles essentielles); lubrifiants; compositions à lier la poussière; compositions combusti-
- 5 Produits pharmaceutiques, vétérinaires et hygiéniques; produits diététiques pour enfants et malades; emplâtres, matériel pour pansements; matières pour plomber les dents et pour empreintes dentaires; désinfectants; préparations pour détruire les mauvaises herbes et les animaux nuisibles.
- 6 Métaux communs bruts et mi-ouvrés et leurs alliages; ancres, enclumes, cloches, matériaux à bâtir laminés et fondus; rails et autres matériaux métalliques pour les voies ferrées; chaînes (à l'exception des chaînes motrices pour véhicules); câbles et fils métalliques non électriques; serrurerie; tuyaux métalliques; coffres-forts et cassettes; billes d'acier; fers à cheval; clous et vis; autres produits en métal (non précieux) non compris dans d'autres classes; minerais.
- 7 Machines et machines-outils; moteurs (excepté pour véhicules terrestres); accouplements et courroies de transmission (excepté pour véhicules terrestres); grands instruments pour l'agriculture; couveuses.
- 8 Outils et instruments à main; coutellerie, fourchettes et cuillers; armes blanches.
- 9 Appareils et instruments scientifiques, nautiques, géodésiques, électriques (y compris la T.S.F.), photographiques, cinématographiques, optiques, de pesage, de mesurage, de signalisation, de contrôle (inspection), de secours (sauvetage) et d'enseignement; appareils automatiques déclenchés par l'introduction d'une pièce de monnaie ou d'un jeton; machines parlantes; caisses enregistreuses, machines à calculer; appareils extincteurs.
- 10 Instruments et appareils chirurgicaux, médicaux, dentaires et vétérinaires (y compris les membres, les yeux et les dents artificiels).
- 11 Installations d'éclairage, de chauffage, de production de vapeur, de cuisson, de réfrigération, de séchage, de ventilation, de distribution d'eau et installations sanitaires.
- 12 Véhicules; appareils de locomotion par terre, par air ou par eau.
- 13 Armes à feu; munitions et projectiles; substances explosives; feux d'artifice.

- 14 Métaux précieux et leurs alliages et objets en ces matières ou en plaqué (excepté coutellerie, fourchettes et cuillers); joaillerie, pierres précieuses; horlogerie et autres instruments chronométriques.
- 15 Instruments de musique (à l'exception des machines parlantes et appareils de T.S.F.).
- 16 Papier, carton, articles en papier ou en carton (non compris dans d'autres classes); imprimés, journaux et périodiques, livres; articles pour reliures; photographies; papeterie, matières adhésives (pour la papeterie); matériaux pour les artistes; pinceaux; machines à écrire et articles de bureau (à l'exception des meubles); matériel d'instruction ou d'enseignement (à l'exception des appareils); cartes à jouer; caractères d'imprimerie; clichés.
- 17 Gutta-percha, gomme élastique, balata et succédanés, objets fabriqués en ces matières non compris dans d'autres classes; feuilles, plaques et baguettes de matières plastiques (produits semi-finis); matières servant à calfeutrer, à étouper et à isoler; amiante, mica et leurs produits; tuyaux flexibles non métalliques.
- 18 Cuir et imitations du cuir, articles en ces matières non compris dans d'autres classes; peaux; malles et valises; parapluies, parasols et cannes; fouets, harnais et sellerie.
- 19 Matériaux de construction, pierres naturelles et artificielles, ciment, chaux, mortier, plâtre et gravier; tuyaux en grès ou en ciment; produits pour la construction des routes; asphalte, poix et bitume; maisons transportables; monuments en pierre; cheminées.
- 20 Meubles, glaces, cadres; articles (non compris dans d'autres classes) en bois, liège, roseau, jonc, osier, en corne, os, ivoire, baleine, écaille, ambre, nacre, écume de mer, celluloïd et succédanés de toutes ces matières ou en matières plastiques.
- 21 Petits ustensiles et récipients portatifs pour le ménage et la cuisine (non en métaux précieux ou en plaqué); peignes et éponges; brosses (à l'exception des pinceaux); matériaux pour la brosse; instruments et matériel de nettoyage; paille de fer; verre brut ou mi-ouvré (à l'exception du verre de construction), verrerie, porcelaine et faïence non comprises dans d'autres classes.
- 22 Cordes, ficelles, filets, tentes, bâches, voiles, sacs; matières de rembourrage (crin, capoc, plumes, algues de mer, etc.); matières textiles fibreuses brutes.
- 23 Fils.
- 24 Tissus; couvertures de lit et de table; articles textiles non compris dans d'autres classes.
- 25 Vêtements, y compris les bottes, les souliers et les pantoufles.
- 26 Dentelles et broderies, rubans et lacets; boutons, boutons à pression, crochets et oeillets, épingles et aiguilles; fleurs artificielles.
- 27 Tapis, paillassons, nattes, linoléums et autres produits servant à recouvrir les planchers; tentures (excepté en tissu).
- 28 Jeux, jouets; articles de gymnastique et de sport (à l'exception des vêtements); ornements et décorations pour arbres de Noël.
- 29 Viande, poisson, volaille et gibier; extraits de viande; fruits et légumes conservés, séchés et cuits; gelées, confitures; oeufs, lait et autres produits laitiers; huiles et graisses comestibles; conserves, pickles.
- 30 Café, thé, cacao, sucre, riz, tapioca, sagou, succédanés du café; farines et préparations faites de céréales, pain, biscuits, gâteaux, pâtisserie et confiserie, glaces comestibles; miel, sirop de mélasse; levure, poudre pour faire lever; sel, moutarde; poivre, vinaigre, sauces; épices; glace.
- 31 Produits agricoles, horticoles, forestiers et graines, non compris dans d'autres classes; animaux vivants; fruits et légumes frais; semences, plantes vivantes et fleurs naturelles; substances alimentaires pour les animaux, malt.
- 32 Bière, ale et porter; eaux minérales et gazeuses et autres boissons non alcooliques; sirops et autres préparations pour faire des boissons.
- 33 Vins, spiritueux et liqueurs.
- 34 Tabac, brut ou manufacturé; articles pour fumeurs; allumettes.
- 35 Publicité et affaires.
- 36 Assurances et finances.
- 37 Constructions et réparations.
- 38 Communications.
- 39 Transport et entreposage; services d'agences de voyage.
- 40 Traitement de matériaux.
- 41 Éducation et divertissement.
- 42 Services rendus en procurant le logement, le logement et les repas, par des hôtels, des camps touristiques, maisons de repos; services rendus par des restaurants, restaurants à libre-service, cantines; salons de beauté et de coiffure; services de conseils donnés par des ingénieurs, chimistes et physiciens; services d'ingénieurs se chargeant d'évaluations, d'estimations, de recherches et de rapports.

Enregistrement de base: Italie, 06.06.1983, 335 507.

Données relatives à la priorité selon la Convention de Paris: Italie, 16.03.1983, 40 080 C/83.

Désignations selon l'Arrangement de Madrid: Algérie.

Désignations selon le Protocole de Madrid: États-Unis d'Amérique.

Désignations selon le Protocole de Madrid en vertu de l'article 9sexies: Allemagne, Autriche, Bélarus, Benelux, Bosnie-Herzégovine, Égypte, Espagne, Fédération de Russie, France, Hongrie, Kazakhstan, Liechtenstein, Maroc, Monaco, Monténégro, Portugal, République populaire démocratique de Corée, République tchèque, Roumanie, Serbie, Slovaquie, Suisse, Ukraine.

Déclaration d'intention d'utiliser la marque: États-Unis d'Amérique.

Refus partiel: Allemagne (sans le territoire qui, avant le 3 octobre 1990, constituait la République démocratique allemande).

Refus partiel: Autriche.

Invalidation partielle: Benelux.

Refus partiel: Égypte.

Refus partiel: Portugal.

Refus partiel: Suisse.

Refus partiel: Roumanie.

Refus partiel: Serbie-et-Monténégro.

Refus partiel: Allemagne (sans le territoire qui, avant le 3 octobre 1990, constituait la République fédérale d'Allemagne).

Autres décisions finales: Espagne.

Refus total: États-Unis d'Amérique.

Extension partielle: États-Unis d'Amérique; 2012/40 Gaz.

Exhibit B

TLD Registration Policies

.ABARTH TLD REGISTRATION POLICY

1. ELIGIBILITY

Only FIAT S.P.A. and its Affiliates (and qualifying Trademark Licensees as defined in, and in accordance with Specification 13 of the Registry Agreement ("Specification 13") where applicable) are eligible to register a Domain Name under the **.ABARTH** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
 - a. the Domain Name is not already registered
 - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
 - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
 - b. use of characters selected from the list of supported characters as nominated by the Registry;
 - c. any additional technical requirements as required by the Registry from time to time
- (iii) compliance with all requirements under the Registry Rules.

3. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) the use of a registered Domain Name shall not be licensed to a third party without written permission by the Registry. If the Registry provides written permission to Registrant to license the use of a registered Domain Name to a third party,
 - a. the licensee must be eligible to register a Domain under the **.ABARTH** TLD pursuant to Section 1 of these Registration Policies and the Registry Rules;
 - b. the Registrant must have a licensing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules and otherwise complies with the requirements of Specification 13; and
 - c. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.

- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA), including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
 - a. spamming;
 - b. intellectual property and privacy violations;
 - c. obscene speech or materials;
 - d. defamatory or abusive language;
 - e. forging headers, return addresses and internet protocol addresses;
 - f. illegal or unauthorized access to other computers or networks;
 - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
 - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) to comply with Specification 13;
- (vi) as required by ICANN Consensus Policy;
- (vii) where such Domain Name is placed under reserved names list at any time;
- (viii) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services; and
- (ix) for any reason and after providing 30 days written notice to the Registrant.

6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the

two-character labels and country and territory names in accordance with FIAT S.P.A.'s response to Question 22 Geographic Names.

8. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names in its sole discretion in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

10. TERM OF REGISTRATION / RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for the registration period.

Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved in writing by the Registry through the Registrar in accordance with the Registry Rules.

12. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

13. WHOIS

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

14. DISPUTE RESOLUTION

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

16. DEFINITIONS

Affiliate means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified,

Domain Name means a domain name registered directly under the **.ABARTH** TLD or for which a request or application for registration has been filed with the Registry;

ICANN's Dispute Policy means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

Registrar means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

Registry means FIAT S.P.A. ("Fiat")

Registry Agreement means the agreement between the Registry and ICANN;

Registry-Registrar Agreement means the agreement between the Registry and the Registrar for the provision of domain name registration services to Registrant under the **.ABARTH** TLD pursuant to which the Registrant will be bound by the Registry Rules.

Registry Rules mean:

- (i) this Registration Policy as amended by the Registry from time to time; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

Registrant means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.

Trademark Licensee means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the **.Brand** TLD string operated by Registry Operator, where:

- (i) such license is valid under applicable law;*
- (ii) such license is for the use of such trademark in the regular course of that entity's business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;*
- (iii) such trademark is used continuously in that entity's business throughout the Term; and*
- (iv) the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.*