



RULES FOR THE OCCASIONAL AND TEMPORARY USE OF THE ESAOTE TRADEMARK

Section 1. – Legal ownership and designation of the Trademark

Esaote is the legal owner of the trademark described in section No. 2 of these rules. Individuals who are granted authorisation to make occasional and temporary use of the Trademark expressly recognise that Esaote is the sole legal owner of the Trademark; moreover, they recognise the value and goodwill associated with the trademarks and acknowledge that value and goodwill belong exclusively to Esaote. They further recognise that the right to use the Trademark must be exercised in strict obedience to the conditions and Terms of these rules, and that they will not at any time or in any way acquire any further rights to the trademark, under its use in the forms authorised by Esaote.

Section 2. – Description of the Trademark

The trademark



corresponds to the characteristics described in document No. 8370291000 REV 04 “Guidelines for the Use of the Esaote Trademark.”

Section 3. – Purposes and aims of the Trademark

By means of the Trademark, Esaote intends to pursue the following goals:

- to promote the corporate image;
- to identify technologies, activities, and services generated by the Company;
- to enhance less invasive, more accessible methods of diagnostic imaging, offering, at the same time, higher efficiency standards, such as those developed by Esaote;
- to spread the values of creativity, innovation, and excellence in research and development that are particular to the Company’s story.

For these key reasons, the trademark must be protected and safeguarded.

Section 4. Ownership of the Trademark

The Trademark is owned exclusively by Esaote SpA.

Only Esaote has the right to authorise the use of the Trademark by third parties who so request it, specifying the terms, methods and limits of that use.

Section 5. Use of the Trademark

Individuals who are granted authorisation to make temporary and occasional use of the Trademark undertake:

- to not use the Trademark in any way, not even through a third person, if it is not included in the ways provided by these Rules, by the manual “Guidelines for the use of the Esaote Trademark” or, anyhow, by the forms specifically established at the moment of authorisation;

- to not use in any way, even through a third person, distinguishing images, other images, words, or names that are similar to and/or may be confused with the Trademark;
- to not register trademarks or domain names in their own name that incorporate the words, letters, writing, images or colours that characterise the Trademark, nor any trademark that could be confused with that of Esaote or that is based on it or that could be considered derived from it in any way;
- to not make any sort of variation, addition, or graphic, chromatic or literal modification to the trademark, that is, to not use the trademark in connection, combination, or together with other trademarks, names, words, images, symbols, or colours without prior written approval from Esaote;
- to not depict, display, or promote together with the depiction of the Trademark, trademarks referring to or products made by Esaote's competitors;
- to not sub-grant, transfer, or authorise use of the Trademark to third parties, as that use must only be made directly by the individuals authorised by Esaote;
- to not grant to third parties in sub-licence or to any other titles the right or power to use the Trademark, even only partially, as granted by Esaote.

Esaote reserves the right to demand suspension of all forms of the Trademark's use at any time, when that use is not made in compliance with the conditions here defined.

Consequently, the user cannot make partial use of the Trademark nor modify it in any way, but must use it in its entirety, and in the shapes, dimensions, graphic depiction, and colours as provided by the manual "Guidelines for the use of the Esaote Trademark", or in any case, in the forms specifically established at the moment of authorisation. The Guidelines' duration is unlimited.

Section 6. Authorisation for the use of the trademark

Those interested in making temporary and occasional use of the Esaote Trademark may request authorisation by applying to Esaote, filling in the related form that can be downloaded from the website www.esaote.com, in which applicants must specify the intended use of the trademark and the duration of the requested use.

The trademark may be used by the applicant exclusively for the activities specified in the request and in accordance with the methods established by the Guidelines for the Use of the Esaote Trademark, or with the specific methods potentially dictated by Esaote at the time of authorisation.

By signing the request for authorisation and these general conditions for use of the trademark – which must be attached to the request – those interested in the use of the trademark expressly accept all the regulations contained in these rules, and henceforth accept all limitations on the use of the trademark which Esaote will apply to the use of the trademark itself.

Esaote reserves the right to assess each request at its own discretion and to determine whether a user possesses all the necessary requirements for associating his/her name with that of Esaote in the methods requested, and in any case, to determine regulations at the time of authorisation.

In every instance, Esaote reserves the full right to stipulate without any limitations agreements with third parties for the use of trademarks, unless otherwise established at the time of authorisation.

Section 7. Duration of the authorisation

The duration of the right to use the Trademark will be determined at the time of authorisation, with expiration of all rights of use occurring for that defined period without the necessity of any formal correspondence, except in cases of suspension, revocation, forfeiture, or cancellation, in accordance with the methods described in sections 9, 10, and 11 of these rules.

Section 8. Trademark Protection

Use of the trademark for activities in contrast with Esaote's constitutional aims is strictly prohibited.

The user recognises the trademark's prestige and, consequently, undertakes to use the trademark with the utmost care and diligence. As such, all activities carried out by the user while using the Esaote trademark must be performed in such a way so as not to damage Esaote's image or in any way harm the trademark's reputation. In particular, the user agrees not to use the Trademark in a way that is deceptive toward the public.

The user recognises that the trademark is the exclusive property of Esaote and agrees to immediately inform the same of any third party action or event that may constitute a real or suspected violation of the rights of Trademark ownership, reporting every objection, complaint, or warning related to the use of the Trademark, as well as any falsification that has come to his/her attention.

The user and Esaote will, therefore, lend each other reciprocal collaboration in every effort meant to protect and defend the trademark, subject to Esaote's full autonomy and discretion in the adoption of measures deemed opportune for the purposes above indicated.

Esaote may carry out inspections, directly or via third parties, to ensure the correct use of the trademark.

In accordance with that which is provided by trademark protection law, Esaote has the right to initiate legal proceedings against all those who use the trademark without prior authorisation.

Section 9. Non-authorized use of the Trademark

In the case of non-authorized use of the Trademark or use of the Trademark that diverges from the regulations imposed at the time of authorisation, Esaote will order immediate cessation of the use, as well as the destruction of all related materials or the interruption of all activities deemed damaging to Esaote's rights, operating in the appropriate central offices for the protection of its rights.

Use of the Trademark by any individual who is not authorised or in divergence with respect to the terms of authorisation will be prosecuted by Esaote in accordance with the measures provided by national and international laws for the protection of intellectual property.

Section 10. Cancellation and Forfeiture

With all other powers of cancellation according to the provisions of the law still holding, noncompliant use of the trademark with respect to the terms and methods established by these Rules, by the Guidelines for the Use of the Esaote Trademark, and by the specific regulations potentially dictated by Esaote at the time of authorisation will entail Esaote's right to cancel the

contract pursuant to and in accordance with Art. 1456 of the Italian Civil Code, with the associated automatic rescindment of the authorisation.

If Esaote voluntarily ends use of or modifies the Trademark, existing authorisations for the use of the Trademark expire automatically without any expenses charged to Esaote.

In all cases of suspension of the effects of authorisation for the use of the Trademark, including expiration, cancellation, and forfeiture, the user is duty bound to immediately cease any activity that involves the use and depiction of the Trademark, and in any case, to cease any distribution of materials in which the Trademark is depicted (such as catalogues, leaflets, labels, websites, or any other communicative material).

Section 11. Revocability of the authorisation

Authorisation for the use of the trademark may be unilaterally revoked by Esaote at any time.

Anyhow, the contract will be understood as cancelled by operation of law in the case of:

- a) bankruptcy or subjection to other insolvency procedures on the part of the user;
- b) behaviour on the part of the user not complying with the established regulations;
- c) actions done by the user in the use of the trademark resulting in cases of criminal offence or infractions.

Section 12. Acceptance

By signing the request for authorisation, defined in the above Section 6, and these Rules, the user agrees to observe all the regulations dictated by Esaote for the purpose of being granted authorisation for the use of the Trademark.

By signing this document, the User declares:

- to have read these Rules, and the manual “Guidelines for the use of the Trademark”;
- to undertake to respect the Rules, and the Manual, as well as the specific regulations potentially included in the authorisation;
- to pledge compliance of his/her company and organisation(s) to the Trademark’s requirements.

Section 13. Disputes

The contract resulting from acceptance on the part of Esaote of the request defined in Section 6 and from the consequent authorisation granted by Esaote for the use of the Trademark will be interpreted, applied, and carried out in accordance with Italian Law. Any dispute arising from this contract will be assigned to the exclusive cognizance of the Genoa Court of Law, with the exclusion of any other alternative or concurrent court.

The User

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the User declares that he/she specifically accepts the following clauses: no. 8 (Trademark Protection); no. 9 (Non-authorised use of the Trademark); no. 10 (Cancellation and forfeiture); no. 11 (Revocability of the authorisation); and no. 13 (Applicable laws and jurisdiction).

The User

January 30th 2013