

## LETTER OF INTENT

Relating to the design, development and implementation of a Next-Generation Emergency Medical System in Estonia

between

**AIRBUS HELICOPTERS**, a S.A.S. (simplified company limited by shares) incorporated under French law, having a share capital of EURO 586,212,416.10 and its registered office at Aéroport International Marseille Provence 13725 Marignane Cedex France, registered with the Registry of Commerce and Companies of Aix-en-Provence under registration number 352 383 715, referred to as "Airbus"

and

**INTERNATIONAL SOS EUROPE GOVERNMENT SERVICES**, an SPRL organised and existing under the laws of Belgium, with its address at Esplanade 1 Box 7, 1020 Bruxelles, Belgium, referred to as "International SOS"

and

**MINISTRY OF ECONOMIC AFFAIRS AND COMMUNICATIONS** of the Republic of Estonia, with its address at Suur-Ameerika 1, 10122 Tallinn, Estonia, referred to as "MEAC".

Airbus, International SOS and/or MEAC are hereinafter also individually referred to as the "Party" or jointly as the "Parties".

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## **Preamble**

- (1) Whereas emergency medical services (EMS) of countries all over the world are facing multiple challenges such as the ageing population, urbanisation, lack of qualified medical experts, shortage of health resources, consequences of climate change and short-term crisis situations such as pandemics, armed conflict and natural disasters.**
- (2) Whereas the Government of Estonia has the strategic objective to use highly innovative technologies and solutions so that EMS in Estonia could meet the aforementioned challenges, improve living conditions for people and match the standard of EMS in other Nordic countries.**
- (3) Whereas Estonia is the world's most advanced digital society and recognised leader in digital skills, infrastructure and legislation. Estonia has a two-decade track record of successful investments and innovations, world-class human capital, unique digital capabilities in the public health domain and a competitive business environment which allow solutions and services to be developed, implemented and delivered globally.**
- (4) Whereas Airbus is an international pioneer in the aerospace industry and aims to use its system integration capabilities for a better-connected, safer and more prosperous world. The company has more than 40 years of experience in working with operators of Helicopter Emergency Medical Services and governments from all over the world. Its Urban Air Mobility unit develops transport solutions with vertical takeoff and landing aircraft, unmanned traffic management system and city integration (eg. infrastructure) that can extend time-critical urban and regional mobility capabilities, e.g. for rescue and medical transport.**
- (5) Whereas International SOS has been providing medical services and global health improvement initiatives throughout the world for over 30 years. Its medical advisors have broad experience supporting governments in developing the capability and capacity of their Health Management Systems. Its Global Health Team is diverse in its expertise, and adept at leveraging the logistical capabilities and institutional knowledge of International SOS throughout the world.**
- (6) Whereas Airbus and International SOS have developed the LifeSaver Solution to support governments with the provision of advanced EMS and the scaling of the full eco-system of emergency services (ground + air) across the entire rescue chain. LifeSaver takes a holistic view of emergency and healthcare infrastructure to build a resilient system for governments so they can deliver optimised patient health outcomes, greater economic and social impact for citizens, and save lives.**
- (7) Whereas all parties wish to define together a national investment program for the systematic improvement of EMS in Estonia and the creation of an exportable eco-system to showcase Estonian capabilities in the air, medical and digital domains.**

NOW THEREFORE, the Parties hereto agree as follows:

**§ 1 Objective and Scope of this LOI**

- (1) The Parties intend to develop and execute the "LifeSaver Estonia (LSE) Program" (hereafter "Program" or "LSE Program"), a national innovation and investment program to improve EMS and national healthcare in Estonia.

By connecting the economic dimension of an innovation and investment program with social policies and objectives of Estonia, the Program aims to implement and scale a next generation EMS eco-system.

The Parties intend that Estonian companies and organisations may participate in the LSE Program in order to join the EMS eco-system, where they may showcase their specific capabilities in the aviation, medical and the digital domain.

The Parties may also evaluate cooperating at Program level with other countries that pursue similar objectives.

- (2) Development and execution of the LSE Program is divided into three separate steps:
- a) **Step 1** is to develop a proposed approach and methodology for Program development, approved by MEAC of the Government of Estonia.
  - b) **Step 2** is to engage the proposed approach and methodology to develop the details of the LSE Program through a system design process so that it can be approved by the relevant Ministries of the Government of Estonia.
  - c) **Step 3** is the implementation of the actual LSE Program after it has been approved by the relevant Ministries of the Government of Estonia.
- (3) This LOI covers Step 1 only. The design of the Program in Step 2 and the execution of the Program in Step 3 are not in the scope of this LOI. All Parties acknowledge that Step 2 and Step 3 are subject to the negotiation and execution of one or more final binding agreement(s) (hereinafter the "Definitive Agreement(s)").
- (4) The Parties are not under any obligation of any nature to work together or enter into step 2 or 3 or any subsequent contractual relationships in relation to the LSE Program or any other activity unless the Parties expressly agree to do so in Definitive Agreement(s) between the Parties, which shall, once agreed, supersede this LOI.
- (5) In the event that no Definitive Agreement is entered into with Airbus and International SOS, MEAC agrees that it will not use or provide to third parties the materials developed during Step 1 to develop an EMS system in Estonia or elsewhere.
- (6) As a target, the Parties intend to conclude the Definitive Agreement for Step 2 within 3 months from the effective date of this LOI, upon approval received during Step 1.

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## **§ 2 Undertakings of the Parties**

- (1) Recognizing the innovative approach of the LSE Program, the Parties agree to collaborate closely and use their best efforts to produce a detailed proposed approach and methodology for the design of the LSE Program (Step 1), which will include the following key aspects:
  - a) process to assess the current EMS and public health system including the regulatory and digital framework (e-Government) for Estonia, and analysis of main health risks;
  - b) process to determine use cases to frame the innovations that program participants will develop;
  - c) stakeholder mapping and engagement plan;
  - d) processing for assessing funding structures and total amount of funding required including eligibility criteria and payout mechanisms to make the Program viable and attractive to Estonia and international participants;
  - e) approach to ensuring the programme has an appropriate contractual framework for participating companies and organisations;
  - f) stakeholders and requirements for development of a communications strategy;
  - g) assessment of international business development strategy to promote export of solutions developed under the LSE Program and attract interest from investors;
  - h) program timeline, project management organisation and governance.
- (2) For the term of this LOI, each Party shall provide prompt notice to the other Parties of any fact or circumstance, which may adversely affect the ability of the Party to perform its undertakings under this LOI.
- (3) For the term of this LOI as defined in § 5, MEAC commits to use its best efforts to keep Airbus and International SOS informed on policies and plans of the Government of Estonia and the public administration regarding the definition and development of the LSE Program or of similar programs.

## **§ 3 Confidentiality**

- (1) During the performance of this LOI, the proprietary information shall be protected.
- (2) The term "Proprietary Information" shall mean any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and

including but not limited to any written or printed documents, samples, models or any means of disclosing such Proprietary Information that the disclosing Party may elect to use during the life of this LOI), disclosed by either Party to the other and which is designated as proprietary to the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (within thirty (30) calendar days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party.

(3) The receiving Party hereby covenants that, from the effective date of this LOI, the Proprietary Information received from the disclosing Party shall:

- a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care; and
- b) be only disclosed to and used by those persons within the receiving Party's organisation who have a need to know and solely for the purpose specified in this LOI; and
- c) not be used, in whole or in part, for any purpose other than the purpose of this LOI without the prior written consent of the disclosing Party; and
- d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third party or persons other than those mentioned in subparagraph b) above; and
- e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorised in writing by the disclosing Party.

(4) Transmission by one Party to the other Party of Proprietary Information under this LOI shall not be construed (i) as expressly or impliedly granting the receiving Party any intellectual property right (under any licence or any other means) in respect of any items such as, without limitation, drawings and models, inventions, patents, trade marks, software, trade secrets, know-how, concepts or ideas in relation to such Proprietary Information, or (ii) as a disclosure within the meaning of patent law.

The Parties undertake to comply with the notice of reservation of intellectual property and confidentiality indicated on the Proprietary Information, if any.

Any Proprietary Information and copies thereof disclosed by either Party to the other shall, subject to any third party rights, remain the property of the disclosing Party and shall be immediately returned by the receiving Party upon request.

(5) Nothing in this LOI shall replace or prejudice any government security classification referenced on any part of the Proprietary Information. Any and all Proprietary

Information disclosed by the Parties under this LOI subject of a government security classification, shall be identified as such by the disclosing Party at the time of disclosure.

Each Party warrants that it has the right to disclose to the other all Proprietary Information disclosed pursuant to this LOI.

These confidentiality undertakings shall continue to apply for a period of 5 (five) years after the date of expiration of this LOI (see § 5, paragraph (2)).

#### **§ 4 Representation to the Public**

- (1) No Party shall identify and represent this LOI to the public in written publications, advertisements and mailings or by oral presentations without the prior written consent of all other Parties, such consent not to be unreasonably withheld. All such communications, publicity and press releases are subject to approval by all Parties.
- (2) No Party shall use the name, trademark (including the LifeSaver trademark of Airbus), crest, logo or registered image of any other Party for any purpose without the express written permission of that Party.
- (3) The Parties foresee the need to involve third parties for the performance of their undertakings, such as the national EMS agency and other public or private organisations. Any engagement of third parties shall require the Parties' unanimous agreement. The Parties aim at signing an NDA with such third parties.

#### **§ 5 Duration of the LOI**

- (1) This LOI shall enter into force upon signing by the Parties.
- (2) The LOI shall end either upon signing of a Definitive Agreement by the Parties relating to the design of the LSE Program (Step 2), or by the end of 2023, whichever comes first, unless the Parties have mutually agreed in writing on an extension of the duration of the LOI.

#### **§ 6 Relationship**

The relationship of the Parties shall be that of independent Parties. The Parties to this LOI shall not be considered as agents or legal representatives of each other nor commit each other legally or contractually towards third parties.

#### **§ 7 Compliance**

As part of this LOI, each Party acknowledges and agrees to comply strictly with all applicable anti-bribery and export control laws. Each Party agrees not to promise, offer or give anything of value, directly or indirectly, to any person or entity for the purpose of obtaining or retaining an improper business advantage.

**§ 8 Final provisions**

- (1) Any previous oral or written agreements between the Parties regarding the subject matter of this LOI shall become null and void upon entry into force of this LOI.
- (2) Any agreements entered into by and between the Parties for the purpose of executing the present LOI have been put down in writing in this LOI.
- (3) Any changes and/or amendments to this LOI shall be made in writing. Furthermore, any changes or amendments to or waiver of the present clause shall also be made in writing.
- (4) If any provision of this LOI is invalid, this shall not affect the validity of the remaining provisions.
- (5) Any dispute arising out of or in connection with the present LOI that the Parties fail to resolve amicably within a time period of 1 (one) month as of its notification, shall be finally settled under the "Rules of Arbitration" of the "International Chamber of Commerce" (ICC) by three arbitrators appointed in accordance with the said rules. The arbitration shall be conducted in the English language. The place of arbitration shall be Munich, Germany.


Notwithstanding the above, each Party is entitled to seek injunctive relief as may be deemed proper by a court of competent jurisdiction.

- (6) This LOI shall be subject to the laws of the Federal Republic of Germany, excluding its conflict of law provisions.
- (7) The LOI shall be signed in three copies. Each Party shall receive one copy.

**SIGNATURES:**

For Airbus Helicopters

Place, date: Marignane, 12.07.2022

Name: 

Dr. Wolfgang Schoder

Position: Executive Vice President  
Strategy

For International SOS

Place, date: Frankfurt, 08.07.2022

Name: 

Position: \_\_\_\_\_



For the Ministry of Economic Affairs and Communications

Place, date: Tallinn, 06.07.2022

Name: Andres Sutt 

Position: Minister of Entrepreneurship and Information Technology