

May 28, 2020

LETTER OF INTENT

This letter of intent (“Letter of Intent”) is made and entered into as of the date above, by and between, CLX Health, LLC a Delaware Limited Liability Company (hereinafter “CLX”), and Patient Access Solutions, Inc. (hereinafter “PASO”), a Nevada corporation, and sets forth the basic terms and conditions by which CLX will acquire 10 Million Preferred Series subject to a dividend rate determined by the closing of the merger and appoint the Board of Directors in its entirety of PASO subject to shareholder approval if necessary. Preferred shares rights to be determined and memorialized with Board of Director approval, and the consummation of a Definitive Agreement, on terms as follows:

1. PASO is a publicly held Nevada corporation whose securities are quoted on the over the counter bulletin board under the trading symbol (OTCBB: PASO) and classified as Pink Sheet Current. Patient Access Solutions has approximately seven hundred fifty million (750,000,000) Common Shares authorized, issued and outstanding.
2. CLX Health, LLC is a Joint Venture of Healthcare IT companies that have come together to identify, develop, and deploy solutions for the purpose of processing clinical information related to lab testing, results analysis, and public health engagement to deliver a safety net of technology to benefit the general public. CLX utilizes human assisted AI to monitor laboratory order and results data to create an operational database from which to deploy “digital health passes” to mobile devices identifying those individuals who are at the lowest risk to transmit communicable diseases and allowing them to re-enter the workforce immediately.
3. CLX shall acquire, subject to the completion of due diligence, the execution of a Definitive Agreement and Board and Shareholder (if necessary) approval, 10 million shares of preferred Series Stock of PASO. It is understood by the parties with joint financial interest in CLX acquiring control of PASO is to effectuate a reverse merger between PASO and CLX Healthcare Joint Venture partnership “CLX” (“Acquisition”).
4. The Closing shall be on July 15, 2020 or sooner, unless the parties hereto agree to another time. Prior to the Closing, PASO shall furnish their financial statements to CLX as they should be reflected in the most recent submitted disclosure to OTC MARKETS. The due diligence period shall be that period of time between the signing of this Letter of Intent and the signing of the Definitive Agreement. Any information received by or on behalf of any investigating party shall be deemed confidential information, in accordance with the provisions of paragraph 6.
5. After the parties have completed their due diligence investigation, or at the end of the expiration of the due diligence period, whichever comes first, the parties will sign a Definitive Agreement, formalizing the terms of this Letter of Intent.
6. Each of the parties hereto shall, and shall cause their agents and representatives, to keep confidential as proprietary and privileged information the negotiations of the parties respecting the consummation of the transaction contemplated hereby, and any other item which may be expressly identified or noticed as confidential hereby (“Confidential Information”). The parties agree not to negotiate with any other reverse merger or financing candidates during the pendency of this Letter of Intent.

Consummation of the Definitive Agreement shall be subject to there being no material change in either party’s business, financial conditions, or prospects, from the date of this Letter of Intent up to and including the date

of the Definitive Agreement. Each party shall pay its own relative expenses incidental to this Letter of Intent and the Definitive Agreement, except the costs of drafting the merger documents shall be borne solely by CLX. Both parties acknowledge that PASO may announce in a public release that it has received a Letter of Intent from CLX Healthcare Joint Venture regarding a proposed merger and has updated its filing disclosures. Both parties acknowledge that CLX Healthcare Joint Venture Partners may not be identified in the Press Release without prior authorization FROM all parties. Both parties recognize that information identifying the parties that compose the CLX Healthcare Joint Venture may be viewed online in the PASO Corporate filing page on OTCMARKETS.COM. All parties agree there are restrictions with regard to any communication of information concerning this Letter of Intent and the transaction contemplated hereby to its respective affiliates, officers, directors, employees, attorneys, accountants, consultants and advisors, and to third parties whose consent may be required in connection with the transaction contemplated hereby.

7. This Letter of Intent sets forth the basic terms and conditions of the proposed transaction between the parties as currently contemplated. Consummation of the transactions contemplated hereby may require further negotiation, and is subject to the completion of due diligence as hereinabove described, and requires the drafting of a Definitive Agreement setting forth the terms and conditions not inconsistent with the foregoing and other terms and conditions which are customary and usual under the circumstances. The parties will cooperate and use their best efforts to negotiate such a Definitive Agreement. This Letter of Intent does not constitute or create, and shall not be deemed to constitute or create, any obligation on the part of either party to this Letter of Intent, except for as expressly provided for herein. No such obligation shall be created, except by the execution and delivery of the Definitive Agreement contemplated hereby, containing such terms and conditions of the proposed transaction as shall be agreed upon by the parties, and then only in accordance with the terms and conditions of such Definitive Agreement.
8. This Letter of Intent may be executed in one or more counterparts, each of which shall be deemed as an original, but all of which taken together shall constitute one and the same instrument. This is the only agreement between the parties with respect to the subject matter hereof, and shall be construed under the laws of the State of Nevada.
9. The signatories below agree to accept signatures transmitted by facsimile as a true and legally binding original document. This Letter of Intent will not be effective unless signed by both parties on the date first above mentioned.

Representing CLX Health, LLC Joint Venture

DocuSigned by:

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Richard Leberman, Principal

Patient Access Solutions, Inc.

By: 

Robert Linzalone, Officer and Board Member

5/29/2020

About CLX Health, LLC Joint Venture Partners



SiriusIQ: SiriusIQ is focused on next-gen Master Orchestration and Automation of data to streamline business processes, conversations, analytics and more. SiriusIQ based solutions are faster, better and smarter and integrate Native Cloud Services, Human-Assisted AI, Continuous Integration Continuous Delivery of Data and Subject Matter Expert Collaboration. A graduate of Microsoft BizSpark Plus incubator, SiriusIQ has been named a 'Cool Vendor' by Gartner and a 'Hot Vendor' by HfS Research. For more information, visit us at <https://www.siriusiq.com>



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