

LETTER OF INTENT

_____, (referenced as “**Client**”) and CareATC, Inc., an Oklahoma corporation (herein after “**CareATC**”) and together referred to as the Parties (the “**Parties**”).

This letter of intent (“**LOI**”) confirms the Parties intent to use good faith efforts to negotiate and enter into a master services agreement for Covered Services (the “**MSA**”) within ninety (90) days (the “**Initial Period**”) from the last date this LOI is executed based on the terms and conditions herein, which will be future detailed in the MSA. Upon full execution of this LOI, CareATC will begin the undertaking of due diligence to retain, source, and implement Client’s request and anticipated services (the “**Implementation of Covered Services**”) which shall be fees owed by the Client.

Service Provider	CareATC, Inc.
Purpose	Covered Services
Anticipated location(s) of Shared Site/Employer Shared Site/Onsite	
Site/Onsite Premises	The Parties shall designate/determine the space where the Covered Services shall be implemented and performed by CareATC. Such premises shall be watertight and compliant with all applicable code.
Delivery date of space	The premises will be available or determined between the parties upon full execution of this LOI, but in no event later than sixty (60) days from full execution of the LOI. Failure of the premises to be determined between the Parties will result in a day-to-day delay in Covered Service commencement date.
Failure to agree to terms	In the event the Parties are unable to reach an agreement on the terms of the MSA within the Initial Period following the execution of this LOI, the Parties may agree to extend the time for reaching resolution and reaching such agreement of the MSA between the Parties for up to additional thirty (30) day periods upon written agreement (each an “ Extension Period ”). If the Parties have not agreed on the terms of the MSA at the conclusion of the Initial Period or any applicable Extension Period, then this LOI shall terminate and Client agrees to pay CareATC for any Implementation Work of Covered Services rendered and performed pursuant to this LOI, at the rate of two hundred dollars (\$200.00) per hour (during any standard business day), hired staff rates, equipment, supplies, plus any reasonable travel and/or billable expenses incurred by CareATC within thirty (30) days after Client’s receipt of an invoice from CareATC.

Please indicate your acceptance and approval of this LOI by signing and dating below. Please return the fully executed original within ten (10) calendar days, CareATC shall counter execute and return a fully executed version for your files. Upon receipt of your executed LOI, preliminary Implementation of Covered Services work can begin and CareATC shall begin drafting the definitive Agreement for your review.

CareATC:

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Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: