

MASLOW HEALTH INC.

HIPAA BUSINESS ASSOCIATE AGREEMENT

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information or “PHI”, Electronic Protected Health Information or “ePHI”, Reportable Event, Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information or “Unsecured PHI”, and Use. Any other capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in HIPAA. Any inconsistency in the definition of a term shall be resolved in favor of a meaning that permits compliance with HIPAA.

This **BUSINESS ASSOCIATE AGREEMENT** (“BAA”), is made and entered into at the date that your Maslow Health account is created (the “Effective Date”) and is between you and (the “Covered Entity”) and Maslow Health Inc., a Delaware corporation (“Business Associate”). This BAA is a part of the Terms of Service, by and between the Covered Entity and Business Associate, as may be amended from time to time (the “Agreement”).

WHEREAS, in the course of providing services to Covered Entity under the Agreement, Business Associate may, on behalf of Covered Entity, create, receive, maintain, or transmit certain PHI;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the HIPAA, and any applicable amendments to HIPAA, and any other applicable federal and state laws, regulations and guidance;

WHEREAS, these parties are entering into this BAA to satisfy the requirements of HIPAA and is only applicable to the extent that Business Associate meets the definition of business associate pursuant to HIPAA.

THEREFORE, in consideration of the mutual promises and covenants contained in this BAA, the parties agree to the following:

1. Use of PHI.

Except as otherwise limited in the Agreement, the Business Associate, may use or further disclose individually identifiable health information (PHI), including ePHI created or maintained on behalf of Covered Entity, to provide services and/or perform functions and activities by or on behalf of Covered Entity if such use or disclosure would not violate HIPAA’s Privacy Rule and Security Rule, including any and all of the following:

A. Use or Disclosure Under the Agreement.

Use or disclose PHI to perform functions, activities, or services for, or on behalf of Covered Entity, to the extent permitted in the Agreement, provided that such use or disclosure would not violate

the Privacy Rule or any applicable law if done by Covered Entity. Notwithstanding the above, Business Associate may also use and disclose PHI for the purposes identified in the paragraphs below.

B. Use for Legal Responsibilities; Disclose to carry out Legal Responsibilities.

Use PHI to carry out the legal responsibilities of Business Associate and/or disclose PHI to carry out the legal responsibilities of Business Associate, provided that:

- (i) The disclosures are Required by Law; or
- (ii) Business Associate obtains reasonable assurances from the third party to whom the PHI is disclosed that such information shall remain confidential and shall be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the party, and such party agrees to promptly notify Business Associate if the confidentiality of the information has been breached.

C. Use for Reporting of Violations.

Use PHI to report violations of law to appropriate federal, state, and local authorities, consistent with HIPAA.

D. Data Aggregation Services.

Use PHI to provide Data Aggregation services relating to the Covered Entity's health care services, as permitted by HIPAA.

E. Anonymized De-identified Information.

Use PHI to create anonymized de-identified information pursuant to HIPAA. Business Associate may use anonymized de-identified information for any purpose so long as it complies with applicable law.

2. Business Associate Obligations.

A. Business Associate may not use or disclose PHI other than as permitted or required by the BAA, the Agreement, or as Required by Law.

B. Business Associate shall comply with requirements of HIPAA that apply to Covered Entity in the performance of its obligations under the BAA or the Agreement.

C. Business Associate shall use appropriate safeguards and, where applicable, comply with the Security Rule and HIPAA with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA or the Agreement.

D. Handling of Reportable Events

(i) Business Associate shall report to Covered Entity, by e-mail or telephone, any Reportable Event that arises. All such reports shall be made without unreasonable delay and in no case later than fifteen (15) business days after Business Associate's discovery of a Reportable Event.

(ii) The notification shall include, to the extent possible: (a) the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, breached or compromised during the Reportable Event; (b) a brief description of the facts and circumstances surrounding the breach, including the actual date of the Reportable Event and the date of the discovery of the Reportable Event; (c) description of the types of PHI involved; (d) any steps the potentially affected Individuals should take to protect themselves from potential harm resulting from the Reportable Event; (e) a brief description of Business Associate investigation, remedy and respond to the Reportable Event, mitigate harm to Individuals, and safeguard and fortify Business Associate's platform against further Reportable Events; and (vi) such other information that Covered Entity would reasonably be expected to need to fulfill its notification obligations with respect to the Reportable Event. Business Associate shall supplement its initial notification as additional relevant information becomes available.

(iii) Business Associate shall cooperate with Covered Entity during the course of its investigation of a Reportable Event and assist Covered Entity in determining whether a Reportable Event constitutes a Breach of Unsecured PHI.

(iv) Business Associate shall make reasonable efforts to mitigate any harmful effect that is known to Business Associate of a Reportable Event.

(v) The parties acknowledge and agree that this Section 2(D) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that do not result in unauthorized access to, or use, loss, modification, destruction, or disclosure of, PHI, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, unsuccessful denial of service attacks, or any combination thereof for which no additional notification by Business Associate is required.

E. If Business Associate discloses PHI to a Subcontractor or allows a Subcontractor to create, receive, maintain, or transmit PHI on its behalf, Business Associate shall require the Subcontractor to agree in writing, to the substantially similar restrictions, conditions, and requirements as those that Business Associate is bound.

F. Business Associate agrees to provide access via in-app export, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet Covered Entity's requirements under HIPAA. Business Associate further agrees, in the case where Business Associate controls access to PHI in an Electronic Health Record, or controls access to Protected Health Information stored electronically in any format, to provide similar access in order for

Covered Entity to meet its HIPAA requirements. If Business Associate and its employees or Subcontractors have no Protected Health Information in a Designated Record Set of Covered Entity, then this shall not apply.

G. If Business Associate maintains PHI in a Designated Record Set, Business Associate shall make amendment(s) to such PHI in a Designated Record Set that Covered Entity directs or agrees to in a time and manner that meet HIPAA requirements. If Business Associate and its employees or Subcontractors have no Protected Health Information from a Designated Record Set of Covered Entity, then this shall not apply.

H. Business Associate shall provide to Covered Entity an accounting of the disclosures of an Individual's PHI in a time and manner that meets the requirements of HIPAA and any other applicable laws or regulations. Business Associate shall have a reasonable time within which to comply with such a request from Covered Entity and in no case shall Business Associate be required to provide such documentation in less than ten (10) business days after Business Associate's receipt of such request.

I. Except as this BAA or any other agreement between Covered Entity or Business Associate may otherwise provide, if Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate will direct the request to Covered Entity.

J. Business Associate shall make its internal policies, practices, books, and records relating to the use and disclosure of PHI that is received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining compliance with HIPAA. No attorney-client, accountant-client, or other legal privilege shall be deemed to have been waived by Business Associate by virtue of Business Associate's compliance with this provision.

K. Business Associate agrees that it shall comply with HIPAA's minimum necessary requirements.

L. In connection with the performance of its services, activities, and/or functions to or on behalf of Covered Entity pursuant to the BAA or Agreement, Business Associate may disclose information, including PHI, to other business associates of Covered Entity. Likewise, Business Associate may use and disclose information, including PHI, received from other business associates of Covered Entity, as if this information was received from, or originated with, Covered Entity. The parties agree that it is not the responsibility Business Associate to secure and maintain business associate agreements with its other business associates, it is Covered Entity's responsibility to secure such agreements.

3. Covered Entity's Obligations.

A. Covered Entity shall notify Business Associate in writing of any limitations or restrictions on the use of PHI in Covered Entity's privacy notices or privacy policy, any agreement by Covered Entity, or applicable laws or regulations, to the extent that such limitations may affect Business Associate's use or disclosure of PHI.

B. Covered Entity shall notify Business Associate in writing of any changes or revocation in the authorization by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

C. Covered Entity shall notify Business Associate in writing of any modifications to accounting disclosures of PHI under HIPAA, made applicable under the HITECH Act, to the extent that such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

D. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that if such use or disclosure were conducted by Covered Entity would not be permissible under HIPAA or other applicable federal or state law.

E. Covered Entity agrees that it shall comply with HIPAA's minimum necessary requirements and only provide Business Associate the minimum PHI necessary in order for Business Associate to provide the services.

4. Term and Termination .

This BAA shall be effective as of the Effective Date and shall be in force during the term of the Agreement.

5. Miscellaneous Terms.

A. Governing Law.

This BAA shall be governed by the laws of the State of Delaware, without regard to conflict of laws principles. Any disputes shall be resolved in the state or federal courts located in Delaware.

B. Relationship Between the Parties.

No agency, partnership, joint venture, or employment is created as a result of this BAA and neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever.

C. Entire Agreement and Order of Precedence.

This BAA, together with the Terms of Service, and any agreements incorporated in the Terms of Service by its terms, constitutes the entire agreement of the parties with respect to the subject matter of the BAA and the Agreement, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, with respect to such matters.

D. Waiver and Amendment

The waiver by either party of a breach of or a default under any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of the same or any other provision of the BAA, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. No amendment or modification of any provision of this BAA shall be effective unless in writing and signed by a duly authorized signatory of the parties.

IN WITNESS WHEREOF, the Parties intending to be legally bound, hereby execute this BAA as of the Effective Date.

BUSINESS ASSOCIATE:
MASLOW HEALTH INC.

COVERED ENTITY:

By: _____
Name: Nehemiah Stewart
Title: President and CEO
Date:

By: _____
Name:
Title:
Date: