

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is between Physitrack PLC, a public limited company incorporated in England and Wales (company number 08106661), with its registered office at 4th Floor, 140 Aldersgate Street, London EC1A 4HY, United Kingdom (“Business Associate”), and the healthcare practice or other HIPAA covered entity identified as the customer in the related Service Agreement or its electronic acceptance record (“Covered Entity”). Each is a “party” and together they are the “parties.” The Effective Date is determined under Section 6(a).

RECITALS

WHEREAS, Business Associate provides cloud-based healthcare software services, including the Physitrack electronic medical records product (“EMR”), that may involve creating, receiving, maintaining, or transmitting Covered Entity’s Protected Health Information (“PHI”), including patient records, medical histories, appointment and intake information, consultation audio, transcripts, clinical documentation, and AI-assisted draft notes;

WHEREAS, the parties intend that Business Associate perform such services on Covered Entity’s behalf, subject to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the applicable regulations at 45 C.F.R. Parts 160 and 164 (collectively, the “HIPAA Rules”);

WHEREAS, this Agreement sets out the written assurances and restrictions required by the HIPAA Rules for the creation, receipt, maintenance, use, transmission, and disclosure of PHI by Business Associate;

WHEREAS, the parties enter this Agreement in connection with the applicable Physitrack Terms of Service, order form, and any applicable data processing terms governing the services (collectively, the “Service Agreement”); and

WHEREAS, Covered Entity may execute this Agreement electronically through the EMR registration process by an individual authorized to bind Covered Entity, or by signature, in accordance with Section 8(j).

NOW, THEREFORE, in consideration of the mutual promises set out below and in the Service Agreement, the parties agree as follows:

1. Definitions

Capitalized terms not otherwise defined in this Agreement have the meanings given to them under the HIPAA Rules. The following definitions apply:

(a) Breach. “Breach” has the meaning set forth in 45 C.F.R. § 164.402, including the exceptions and the presumption of breach unless a documented risk assessment demonstrates a low probability that the PHI was compromised.

(b) Designated Record Set. “Designated Record Set” has the meaning set forth in 45 C.F.R. § 164.501: a group of records maintained by or for a Covered Entity, including medical and billing records maintained by or for a covered healthcare provider and records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

(c) HITECH Compliance Date. “HITECH Compliance Date” means September 23, 2013, the applicable effective date of the HITECH modifications to the HIPAA regulations. This historical definition does not postpone any obligation under this Agreement.

(d) Individual. “Individual” has the meaning set forth in 45 C.F.R. § 160.103 and includes a personal representative recognized under 45 C.F.R. § 164.502(g).

(e) Guidance. “Guidance” means applicable official guidance issued by the Secretary of the U.S. Department of Health and Human Services or another federal agency with jurisdiction under the HIPAA Rules.

(f) HITECH Act. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act and its applicable implementing regulations, as amended.

(g) Privacy Rule. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as applicable.

(h) Protected Health Information; Electronic Protected Health Information. “PHI” and “electronic PHI” or “ePHI” have the meanings assigned by the HIPAA Rules. PHI covered by this Agreement includes, where the information qualifies as PHI, electronic patient records, medical histories, intake responses, consultation recordings, transcripts, clinical notes, AI-assisted draft documentation, and associated data created, received, maintained, or transmitted by Business Associate for Covered Entity.

(i) Security Incident. “Security Incident” has the meaning set forth in 45 C.F.R. § 164.304.

(j) Security Rule. “Security Rule” means the standards for protection of electronic PHI at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as applicable.

(k) Secretary. “Secretary” means the Secretary of the U.S. Department of Health and Human Services or the Secretary’s designee.

(l) Unsecured PHI. “Unsecured PHI” has the meaning set forth in 45 C.F.R. § 164.402 and applicable HHS guidance on rendering PHI unusable, unreadable, or indecipherable to unauthorized persons.

(m) AI Services. “AI Services” means functionality made available as part of the services that processes information using artificial intelligence, including speech-to-text transcription and the generation of draft clinical notes and documentation for clinician review.

(n) Breach Notification Rule. “Breach Notification Rule” means 45 C.F.R. Part 164, Subpart D, as applicable.

(o) De-identified Information. “De-identified Information” means information de-identified in accordance with 45 C.F.R. § 164.514(a)–(c).

(p) Electronic Health Record. “Electronic Health Record” has the meaning assigned in 42 U.S.C. § 17921(5), to the extent applicable.

(q) Required by Law. “Required by Law” has the meaning set forth in 45 C.F.R. § 164.103.

(r) Service Agreement. “Service Agreement” has the meaning stated in the recitals and includes the applicable Terms of Service governing the provision of EMR services to Covered Entity.

(s) Subcontractor. “Subcontractor” has the meaning given in 45 C.F.R. § 160.103, including a person or entity that creates, receives, maintains, or transmits PHI on behalf of Business Associate in connection with the services.

2. Obligations and Activities of Business Associate Concerning PHI.

(a) Permitted Uses and Disclosures. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or the Service Agreement, or as Required by Law. Business Associate shall not engage in a use or disclosure that would violate the Privacy Rule if performed by Covered Entity, except as specifically permitted under 45 C.F.R. § 164.504(e).

(b) Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. With respect to ePHI, Business Associate shall comply with the applicable requirements of the Security Rule, including 45 C.F.R. Part 164, Subpart C, and shall maintain appropriate administrative, physical, and technical safeguards as required by that Rule. Business Associate shall implement and maintain policies and procedures as required by 45 C.F.R. § 164.316.

(c) Unauthorized Uses, Disclosures, and Breaches. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. Following discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity without unreasonable delay and in no event later than sixty (60) calendar days after discovery, subject to 45 C.F.R. § 164.412. Notification shall include, to the extent possible, the identity of each affected Individual and the information described in 45 C.F.R. § 164.410(c), with additional available information provided promptly as it becomes available. Business Associate shall reasonably cooperate with Covered Entity in investigating the Breach and meeting Covered Entity's applicable notification obligations. Except where the parties separately agree otherwise, Covered Entity remains responsible for notifications to Individuals, HHS, and other authorities that Covered Entity is legally required to make.

(d) Security Incidents. Business Associate shall report Security Incidents of which it becomes aware as required by 45 C.F.R. § 164.314(a)(2)(i)(C). The parties acknowledge that routine, unsuccessful attempts to penetrate information systems (such as unsuccessful log-in attempts, port scans, and blocked network traffic) may occur continually. This Section constitutes notice of the ongoing occurrence of such unsuccessful attempts, provided they do not result in unauthorized access to PHI or material interference with systems containing ePHI. Business Associate shall separately report successful Security Incidents involving PHI or material interference with the confidentiality, integrity, or availability of ePHI without unreasonable delay after becoming aware of them.

(e) Mitigation. To the extent practicable, Business Associate shall mitigate harmful effects known to it of a use or disclosure of PHI by Business Associate in violation of this Agreement, as required by 45 C.F.R. § 164.530(f), as applicable to Business Associate through the HIPAA Rules and this Agreement. The parties' existing allocation of contractual costs and liability is preserved in Section 8(c).

(f) Subcontractors. Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on Business Associate's behalf enters into a written business associate agreement or other arrangement satisfying 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a), as applicable. The Subcontractor must agree to the same restrictions, conditions, and requirements that apply to Business Associate concerning that PHI. This requirement applies to cloud, AI, transcription, email, SMS, monitoring, or other providers to the extent they act as Subcontractors with respect to PHI. Business Associate shall maintain information about relevant Subcontractors and make it

available to Covered Entity in accordance with the applicable Service Agreement and subprocessor disclosures.

(g) Subcontractor Noncompliance. If Business Associate becomes aware of a pattern of activity or practice by a Subcontractor that constitutes a material breach or violation of the Subcontractor's contractual obligations, Business Associate shall take reasonable steps to cure the breach or end the violation and, if unsuccessful, terminate the arrangement if feasible, in accordance with 45 C.F.R. § 164.504(e)(1)(iii).

(h) Access. To the extent Business Associate maintains PHI in a Designated Record Set on Covered Entity's behalf, Business Associate shall make that PHI available to Covered Entity, or to an Individual or designee as directed by Covered Entity, in the time and manner reasonably requested to enable Covered Entity to satisfy 45 C.F.R. § 164.524. Where applicable, Business Associate shall make an electronic copy available in a form and format consistent with the HIPAA Rules and the services' available export capabilities.

(i) Amendment. To the extent Business Associate maintains PHI in a Designated Record Set on Covered Entity's behalf, Business Associate shall make the PHI available for amendment and incorporate amendments as directed or agreed to by Covered Entity, as necessary for Covered Entity to comply with 45 C.F.R. § 164.526.

(j) Restrictions. Business Associate shall comply with restrictions on uses or disclosures of PHI that Covered Entity has accepted under the Privacy Rule and communicated to Business Associate, to the extent the restrictions are applicable to Business Associate's services. This includes a restriction under 45 C.F.R. § 164.522(a)(1)(vi) on disclosure to a health plan for payment or healthcare operations when the applicable requirements are met. Covered Entity shall communicate such restrictions and changes promptly and provide instructions for implementation.

(k) Access by the Secretary. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining compliance with the HIPAA Rules, as required by 45 C.F.R. § 164.504(e)(2)(ii)(I).

(l) Accounting of Disclosures. Business Associate shall document disclosures of PHI and make information available to Covered Entity as necessary for Covered Entity to respond to requests for an accounting of disclosures under 45 C.F.R. § 164.528. Any additional accounting requirement applicable to Electronic Health Records shall apply only when and to the extent required by effective law and regulations.

(m) Individual Access Assistance. At Covered Entity's direction, Business Associate shall reasonably assist Covered Entity in providing access to PHI maintained on Covered Entity's behalf, including permitted electronic delivery to an Individual or designee, to the extent required by 45 C.F.R. § 164.524.

(n) Covered Entity Functions. To the extent Business Associate performs an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule applicable to the performance of that obligation, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(H).

(o) AI-Assisted Processing. Where AI Services are provided under the Service Agreement, Business Associate may use PHI to transcribe consultations, organize information, and prepare draft

clinical documentation only as permitted by this Agreement and Covered Entity's lawful instructions. Business Associate shall not use, and shall not authorize Subcontractors to use, PHI for training or improving general-purpose AI models or for unrelated advertising or other independent commercial purposes, except pursuant to a separate express written agreement and a lawful HIPAA basis. AI-generated clinical documentation is intended to be reviewed and approved by Covered Entity's clinicians, who remain responsible for clinical judgments and patient care. Covered Entity is responsible for any patient or participant notice or consent required by applicable law for recording, transcription, or AI-supported documentation; Business Associate shall provide available product controls consistent with the Service Agreement. No provision of this Section authorizes any use or disclosure otherwise prohibited by HIPAA.

(p) Data Locations and Access. Business Associate may process and store PHI through systems and Subcontractors used to provide the services, subject to the HIPAA Rules, the Service Agreement, and any applicable written data-location terms agreed by the parties. Any geographic restrictions required by applicable law must be identified and implemented through the relevant service configuration or agreed contractual terms before affected PHI is submitted. This Agreement does not itself warrant a particular cloud region or prohibit lawful remote access; any applicable U.S. state electronic health record storage requirements remain subject to the law and applicable service arrangements.

(q) Retention. During the term of the services, Business Associate shall retain PHI in accordance with Covered Entity's lawful instructions, the Service Agreement, and any applicable Data Retention Policy, subject to the HIPAA Rules and applicable law. The parties shall cooperate as reasonably needed to address the retention, return, export, or destruction of patient records, recordings, transcripts, and associated PHI. HIPAA documentation retention requirements, including those in 45 C.F.R. § 164.316(b)(2), apply to required compliance documentation and do not, by themselves, establish a universal retention period for all medical records.

3. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise restricted by this Agreement, Business Associate may use or disclose PHI to perform services for or on behalf of Covered Entity as described in the Service Agreement, including permitted electronic medical record hosting, intake and clinical documentation, AI-assisted transcription and note drafting, scheduling, and patient messaging, to the extent these services are enabled and lawfully used. Such uses and disclosures must be consistent with the Privacy Rule if performed by Covered Entity, subject to the exceptions expressly permitted by 45 C.F.R. § 164.504(e).

(a) Management and Administration. Business Associate may use PHI for its proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI for such purposes only as Required by Law or if it obtains reasonable assurances that the recipient will keep the information confidential, use it solely for the disclosed purpose or as Required by Law, and notify Business Associate of any breach of confidentiality, as permitted by 45 C.F.R. § 164.504(e)(4).

(b) Data Aggregation. Business Associate may provide Data Aggregation services relating to Covered Entity's healthcare operations only to the extent agreed in the Service Agreement and permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(c) De-identification. Business Associate may de-identify PHI only to the extent Covered Entity authorizes such activity in writing and only in compliance with 45 C.F.R. § 164.514. De-identified

Information derived from Covered Entity's PHI shall not be used for training or improving general-purpose AI models without Covered Entity's express written agreement.

(d) Reporting Violations of Law. Business Associate may disclose PHI to report violations of law to appropriate federal or state authorities as permitted by 45 C.F.R. § 164.502(j)(1).

Business Associate shall not use or disclose PHI for any purpose not permitted or required by this Agreement or the HIPAA Rules, as applicable.

4. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Individual Restrictions.

(a) Covered Entity shall provide Business Associate with information about its Notice of Privacy Practices and any limitations relevant to the services, to the extent necessary for Business Associate to perform the services lawfully.

(b) Covered Entity shall promptly notify Business Associate of restrictions on uses or disclosures of PHI that Covered Entity has agreed to or must honor under the Privacy Rule, to the extent those restrictions affect Business Associate's services. Covered Entity shall supply reasonably necessary instructions to implement the restrictions.

(c) Covered Entity shall promptly notify Business Associate of changes in or revocations of an Individual's permission or authorization to use or disclose PHI, to the extent such changes affect Business Associate's services, and provide the instructions reasonably necessary to honor them.

(d) Covered Entity is responsible for providing notices and obtaining any legally required consents or authorizations from Individuals and other participants for consultation audio recording, transcription, and AI-assisted documentation, including where applicable state law requires the consent of all parties. Business Associate shall not be deemed to obtain such consents solely by making product features available.

5. Permissible Requests or Disclosures; Minimum Necessary

Covered Entity shall not request Business Associate to use or disclose PHI in a manner that would violate the Privacy Rule if performed by Covered Entity, except as expressly permitted under 45 C.F.R. § 164.504(e). Each party shall comply with the minimum necessary requirements of 45 C.F.R. §§ 164.502(b) and 164.514(d) to the extent applicable, including relevant exceptions provided by the HIPAA Rules.

6. Term and Termination.

(a) **Term and Effective Date.** If Covered Entity accepts this Agreement electronically under Section 8(j), this Agreement becomes effective when an authorized representative of Covered Entity affirmatively accepts the then-current version of this Agreement (the "Effective Date"). By making this Agreement available as part of the registration process for services involving PHI, Business Associate offers to enter into and manifests its assent to this Agreement; no separate signature or countersignature by Business Associate is required for an electronic acceptance to bind both parties. If the parties instead execute a separate copy by signature, the Effective Date is the date of the last signature. This Agreement applies to PHI created, received, maintained, or transmitted by Business Associate on Covered Entity's behalf in providing the services identified in the Service Agreement from the Effective Date. This Agreement remains in force for the duration of those

services and, as applicable, until PHI has been returned or destroyed or the protections applicable to retained PHI continue under Section 6(c). This Agreement does not automatically extinguish a separate, previously executed business associate agreement governing different services.

(b) Termination for Cause.

(1) Covered Entity may terminate this Agreement and the related services if Business Associate materially violates this Agreement and fails to cure the violation within a reasonable period specified by Covered Entity, or if cure is not possible. The parties shall cooperate in implementing any termination rights required by 45 C.F.R. § 164.504(e).

(2) Where a material violation cannot reasonably be cured, Covered Entity may terminate this Agreement and the affected services as permitted by the HIPAA Rules and the Service Agreement.

(3) If termination is not feasible following unsuccessful reasonable steps to cure or end a material violation, Covered Entity shall report the problem to the Secretary as required by 45 C.F.R. § 164.504(e)(1)(ii).

(4) If Business Associate becomes aware of a material pattern of activity or practice by Covered Entity that prevents lawful performance of the services, Business Associate may seek correction and, if necessary, exercise applicable suspension or termination rights under the Service Agreement and the HIPAA Rules.

(c) Effect of Termination.

(1) Except as provided in Section 6(c)(2), on termination of the relevant services Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created, received, maintained, or transmitted on Covered Entity's behalf, where feasible. Where the Service Agreement provides an opportunity to export PHI, Business Associate may retain the PHI during that period solely as necessary to enable export and orderly transition, subject to the protections of this Agreement. Business Associate shall require its Subcontractors to return or destroy PHI as applicable under their written agreements. Business Associate shall not retain PHI except to the extent return or destruction is infeasible or retention is Required by Law. Covered Entity is responsible for determining and complying with the medical-record retention requirements applicable to its patients and practice, including maintaining copies of records for the legally required periods. Covered Entity is responsible for exporting and preserving its patient records within the data export period specified in the Service Agreement or Data Retention Policy. Business Associate is not required to retain PHI indefinitely following termination, subject to its obligations under this Agreement and applicable law concerning access, return, destruction, and protection of PHI.

(2) If return or destruction of PHI is infeasible, including because PHI remains in backup or archival systems pending ordinary secure deletion cycles or because retention is Required by Law, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, extend the protections of this Agreement to the retained PHI, and limit further uses and disclosures to the purposes that make retention necessary for as long as the PHI is maintained. Business Associate shall ensure Subcontractors are subject to corresponding protections where applicable.

7. Notices

Notices under this Agreement must be in writing and delivered to the receiving party by email, recognized courier, or registered or certified mail using the contact details below (or updated contact details notified by the receiving party). Notices are effective when received, except that a Breach notice or Security Incident

report may be given by email as soon as practicable to the contact designated for that purpose. Each party shall keep its contact details current.

If to Business Associate:

Physitrack PLC

4th Floor, 140 Aldersgate Street

London

EC1A 4HY

United Kingdom

Email: hpm@physitrack.com (existing BAA contact; Physitrack may designate an updated privacy or security contact by written notice).

If to Covered Entity:

The legal name, address, and designated privacy or security contact recorded by Covered Entity during EMR registration or otherwise provided in writing to Business Associate, as updated from time to time.

8. Miscellaneous.

(a) Regulatory References. References to statutory or regulatory requirements mean those requirements as applicable to the parties and services, including any amendments that become effective during the term of this Agreement.

(b) Applicable State Law and Patient Consent. Each party shall comply with the state privacy, health information, security, and recording laws applicable to its own activities and responsibilities in connection with the services. Covered Entity is responsible for identifying applicable patient notice and consent requirements, and for using the services in a manner consistent with those laws. Business Associate shall comply with lawful instructions and contractual data-location restrictions that it has accepted for the services. Records subject to 42 C.F.R. Part 2 or more protective confidentiality laws may require additional controls or terms if the services handle such records. This Section does not waive mandatory legal requirements or represent that every regional feature or processing location is available.

(c) Contractual Remedies; Order of Precedence; Existing Liability Limit. The parties' existing contractual allocation of liability for breach response and mitigation is preserved: the aggregate liability of Business Associate for the costs and expenses described in Sections 2(c) and 2(e) shall not exceed USD \$2,000,000, to the extent such limitation is permitted by law. This limit does not excuse performance of mandatory HIPAA obligations or limit governmental enforcement. In the event of an irreconcilable conflict between this Agreement and the Service Agreement concerning PHI, this Agreement controls to the extent required for compliance with the HIPAA Rules; all other terms of the Service Agreement remain in effect.

(d) Amendment. This Agreement may be amended by written agreement of the parties, including a mutually accepted electronic amendment. When an amendment is necessary to comply with a change in applicable law, the parties shall cooperate in good faith to make the amendment by its legally required effective date. Material changes to this Agreement that affect Covered Entity's rights or PHI protections shall be presented for renewed acceptance by an authorized representative. A revision of the Terms of Service alone shall not silently replace a previously accepted version of this Agreement.

(e) Survival. Provisions that by their nature must continue after expiration or termination, including the confidentiality, use and disclosure restrictions, return or destruction provisions in Section 6(c), and any continuing obligations concerning retained PHI, shall survive for so long as necessary to fulfill those obligations.

(f) Independent Contractor. Business Associate acts as an independent contractor and is not an agent of Covered Entity merely by reason of this Agreement. Nothing in this provision limits rights or responsibilities imposed by applicable law.

(g) Interpretation. This Agreement shall be interpreted to permit the parties to comply with the applicable HIPAA Rules. If a provision is inconsistent with a mandatory requirement, the mandatory requirement controls to the extent of the inconsistency.

(h) Governing Law and Venue. Federal HIPAA requirements govern their subject matter. To the extent permitted and not preempted by federal law, this Agreement is governed by the governing-law and dispute-resolution provisions of the applicable Service Agreement.

(i) No Third-Party Beneficiaries. Except as required by applicable law, this Agreement is for the benefit of the parties and does not create rights in other persons.

(j) Electronic Acceptance and Signature. An individual authorized to bind Covered Entity may accept this Agreement on Covered Entity's behalf by affirmatively selecting an unchecked acceptance control during EMR registration or through another electronic signing process that clearly states that the individual agrees to this Agreement on behalf of Covered Entity. Before acceptance, the individual must be given a reasonable opportunity to review and retain the version of this Agreement being accepted. The individual's affirmative acceptance constitutes Covered Entity's electronic signature and assent to this Agreement under the Electronic Signatures in Global and National Commerce Act and applicable state electronic-transactions law. The accepting individual represents that the individual is authorized to bind Covered Entity. Business Associate's presentation of this Agreement for acceptance, together with its provision of the applicable services following acceptance, constitutes Business Associate's assent, and no separate signature or countersignature by Business Associate is required. Business Associate shall retain, in an accurate and reasonably reproducible form, the accepted version of this Agreement and an acceptance record identifying Covered Entity, the accepting individual and the individual's stated role or title, the date and time of acceptance, and the version accepted. Business Associate shall make a copy of the accepted version reasonably available to Covered Entity. If a new version requires renewed acceptance under Section 8(d), Covered Entity shall be given a reasonable opportunity to review and retain that version before accepting it. The parties may alternatively execute this Agreement using electronic or handwritten signatures.

(k) Incorporation by Reference. This Agreement forms part of the applicable Service Agreement for the services to which it relates and applies to PHI created, received, maintained, or transmitted by Business Associate on Covered Entity's behalf under those services. This Agreement is effective only where a business associate relationship exists under the HIPAA Rules; the use of EMR for self-pay services alone does not determine a clinic's HIPAA status.

(l) Counterparts. This Agreement may be accepted or executed in counterparts and by electronic means, each deemed an original, all of which together constitute one agreement.

(m) Entire Agreement as to PHI. This Agreement, together with the applicable Service Agreement provisions that do not conflict with the HIPAA Rules, states the parties' agreement concerning Business

Associate's uses, disclosures, and safeguarding of PHI for the services covered by this Agreement. It does not supersede separate BAAs for unrelated services unless the parties expressly agree.

IN WITNESS WHEREOF, the parties have executed this Agreement by signature or electronic acceptance as described in Section 8(j). Electronic acceptance records maintained under Section 8(j) constitute evidence of Covered Entity's execution. The signature fields below may be used where the parties choose to sign a separate copy.

ELECTRONIC ACCEPTANCE OR SEPARATE EXECUTION

If Covered Entity accepts this Agreement electronically under Section 8(j), the electronic acceptance record constitutes Covered Entity's execution of this Agreement, Business Associate is bound as provided in Sections 6(a) and 8(j), and no signature below is required.

If the parties elect to execute a separate copy by signature, they may use the following signature blocks:

COVERED ENTITY

Legal Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

BUSINESS ASSOCIATE

Physitrack PLC
Company No. 08106661

By: _____

Name: _____

Title: _____

Date: _____