

Assort Health Inc.

BUSINESS ASSOCIATE AGREEMENT

Date last modified: 08/08/2025

We may have access to or receive protected health information in providing the Platform and/or Services to you. In recognition of the applicable legal requirements, the parties will enter into the terms of this Exhibit A (this "Exhibit") to address requirements of the Health Insurance Portability and Accountability Act of 1996 and its associated regulations, as each may be amended from time to time ("HIPAA Rules").

1. Definitions. The following terms used in this Exhibit will have the meaning given in the HIPAA Rules: breach (for purposes of Section 2(c) only, otherwise use of the word "breach" will have its ordinary contract meaning), data aggregation, designated record set, disclosure, minimum necessary, health care operations, individual, protected health information (referred to in this Exhibit as "PHI"), required by law, Secretary, security incident, subcontractor, unsecured protected health information (referred to in this Exhibit as "unsecured PHI"), and use.

2. Obligations and activities of Assort. We will:

(a) Not use or disclose PHI other than as permitted or required by this Exhibit, as required by law, or to perform the Services;

(b) Use appropriate safeguards, and comply when applicable with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by this Exhibit;

(c) Report to you any use or disclosure of PHI not covered by this Exhibit (including breaches of unsecured PHI) of which we become aware, as well as any security incidents of which we become aware, in accordance with 45 CFR 164.410 and 164.412, provided that this Exhibit will constitute notice of the ongoing existence of pings and other broadcast attacks on Assort's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of such activities provided that we will report any such activity if the activity results in any unauthorized, access, use, or disclosure of PHI;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure our subcontractors that create, receive, maintain, or transmit PHI on our behalf agree to the same or similar terms that apply to us with respect to such information;

(e) Make available or amend PHI in a designated record set in a reasonable time and manner as directed by you, as necessary to satisfy your obligations under 45 CFR 164.524. If we maintain PHI in a designated record set for you and you reasonably request we do so;

(f) Document our disclosures of PHI and information related to such disclosures, in each case as would be required for you to respond to a request by an individual for an accounting in accordance with 45 CFR 164.528, and to provide such documentation to you, in a reasonable time and manner as directed by you, to respond to such a request;

(g) When we request, use, or disclose PHI, such request, use, or disclosure will be to the minimum extent necessary to accomplish the intended purpose of the request, use, or disclosure, as interpreted under related guidance issued by the Secretary.

(h) To the extent we have agreed to carry out your obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to you in performance of such obligation(s); and

(i) Make our internal practices, books, and records available to the Secretary to determine compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Assort. We may:

(a) Except as specifically limited in this Exhibit, use or disclose PHI to perform our obligations under any Order Form, the Terms, to provide the Platform or our other services to you, or as required by law, and to perform functions, activities, or services for you or on your behalf in connection with the Platform or any other agreements between the parties;

(b) Use PHI for the proper management and administration of Assort and to carry out our legal responsibilities;

(c) Disclose PHI for the proper management and administration of Assort, or to carry out our legal responsibilities, provided the disclosures are required by law or we obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies us when the person becomes aware that the confidentiality of the information has been breached.

(d) Provide data aggregation services relating to your health care operations.

(e) De-identify PHI so long as such de-identification meets the requirements of 45 CFR 164.514(b). After de-identification, such information will not be subject to this Exhibit. We will not subsequently re-identify any such de-identified information. We may use such de-identified information and other collected data at our discretion, including without limitation for its commercial purposes, even after these Terms has ended.

4. Notice of Restrictions on Use or Disclosure. You agree to notify us of any restriction on the use or disclosure of PHI that you have agreed to or are required to abide by under 45 CFR 164.522, to the extent that such restriction may affect our use or disclosure of PHI.

5. Permitted Actions by You.

(a) In no event will you request us to use or disclose PHI in any manner not permitted by HIPAA Rules if done by you, nor will you send unencrypted PHI to us in any form, and should you do so, we will not be responsible for damages related to such unencrypted PHI sent by you.

(b) When you disclose PHI, it will be to the minimum extent necessary to accomplish the intended purpose of the disclosure, as interpreted under related guidance issued by the Secretary.

6. Termination.

(a) If either party learns of a material breach of this Exhibit by the other party, the non-breaching party will notify the breaching party and provide a reasonable opportunity to cure the breach, and if such breach is not cured within a reasonable time, terminate these Terms. If a cure is not possible, then the non-breaching party may immediately terminate these Terms by written notice.

(b) Except as provided in this subsection, on termination of this Exhibit, we will return or destroy all PHI, and we will retain no copies of the PHI. If we determine that returning or destroying PHI is infeasible (e.g., retention of PHI is necessary to continue our proper management and administration or to carry out our legal obligations), we will inform you of the conditions that make return or destruction infeasible and will extend the protections of this Exhibit to such PHI to limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for as long as we maintain such PHI. The terms of this subsection apply to PHI in possession of our subcontractors or agents.

(c) Our obligations under this Section survive the end of this Exhibit.

7. Miscellaneous.

(a) **Your Obligations.** You will implement your own appropriate safeguards, consistent with this Exhibit, to prevent unauthorized use and disclosure of PHI and will maintain the necessary consents required by law before using the Platform to process PHI.

(b) **Amendment.** The parties agree to take such good faith action to amend this Exhibit from time to time to comply with actual or reasonably anticipated changes to requirements of the HIPAA Rules.

(c) **Interpretation.** Any ambiguity in this Exhibit will be resolved to permit compliance with the HIPAA Rules.