

BUSINESS ASSOCIATE AGREEMENT

Version: July 2025

Effective Date: The date you click “I Agree” on the screen below the text of this Agreement.

This Business Associate Agreement (“Agreement”) is entered into between you (“Covered Entity”) and Wispr AI, Inc. (“Business Associate”), and is effective as of the date you accept this Agreement by clicking “I Agree.”

This Agreement governs the handling of Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations.

By clicking “I Agree,” you represent and warrant that you are authorized to enter into this Agreement on behalf of the Covered Entity and that you agree to the following terms:

WHEREAS, Covered Entity and Business Associate anticipate entering into a Master Services Agreement, in preparation for which and under which Business Associate, on behalf of Covered Entity may create, receive, maintain, use, disclose, or transmit Protected Health Information as that term is defined in 45 CFR 160.103;

WHEREAS, the parties desire to comply with the requirements of the Health Insurance Portability and Accountability Act and its implementation regulations published in 45 CFR Parts 160 and 164, as amended (“HIPAA”); and

WHEREAS, HIPAA requires satisfactory assurances from Business Associate and its subcontractors that Protected Health Information will be appropriately safeguarded and be used and disclosed only in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

- 1. DEFINITIONS.** Unless otherwise defined in this Agreement, capitalized terms have the meanings ascribed to them in HIPAA, provided however, that “Protected Health Information” and “PHI” are limited to the information created, received, maintained, used, disclosed, or transmitted under the terms of the service agreement specified above.
- 2. BUSINESS ASSOCIATE OBLIGATIONS.**
 - 2.1 Permissible Use.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of Covered Entity as specified in that certain agreement identified above, provided such use or disclosure would not violate HIPAA if done by Covered Entity.
 - 2.1.1** Business Associate may use or disclose PHI for Business Associate’s own proper management and administration and to fulfill any of Business Associate’s legal obligations, provided however, that such disclosures are Required by Law or Business Associate has received from any recipient written assurances that (i) the

PHI will be held confidentially and be used only for the purpose provided or as Required by Law, and (ii) the recipient will notify Business Associate of any instances of which the recipient becomes aware indicating the confidentiality or security of the PHI may have been compromised. Business Associate may also de-identify PHI obtained in connection with the Agreement and use and disclose such de-identified data on Business Associate's behalf, provided that the de-identification conforms to the requirements and implementation specifications of the HIPAA standards.

2.1.2 Except as specifically permitted by HIPAA, Business Associate shall not (i) sell or otherwise directly or indirectly receive remuneration in exchange for PHI; (ii) use or disclose PHI for fundraising purposes; or (iii) use or disclose PHI for marketing.

2.1.3 Business Associate may not use or disclose Protected Health Information for any purpose other than as permitted or required by this Agreement or Required by Law.

2.2 *Minimum Necessary.* Business Associate shall use and disclose the minimum necessary PHI and shall create and use a Limited Data Set when practicable to accomplish the intended purpose of the use or disclosure.

2.3 *Safeguards.* Business Associate shall implement and maintain appropriate safeguards as necessary to ensure all PHI is used or disclosed only as authorized under HIPAA and this Agreement. Business Associate shall comply with all applicable Security Standards in HIPAA and shall implement and maintain appropriate administrative, physical and technical safeguards to protect the confidentiality, availability and integrity of the PHI.

2.4 *Reporting.* Business Associate shall report any use or disclosure of PHI not provided for by this Agreement, any Breach of Unsecured Protected Health Information, and any successful Security Incident without unreasonable delay and no later than five (5) business days after discovery. Business Associate shall report unsuccessful Security Incidents, including pings on the firewall, port scans, password resets, and other unsuccessful attempts to interfere with system operations only upon request.

2.4.1 Business Associate shall take reasonable actions necessary to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from an unauthorized use or disclosure, Breach of Unsecured PHI, or successful Security Incident.

2.5 *Subcontractors.* Business Associate shall ensure that any subcontractor that creates, receives, maintains, uses, discloses, or transmits PHI on behalf of Business Associate agrees in writing to substantially the same restrictions and conditions that apply to Business Associate through this Agreement, including without limitation the requirement to report to Business Associate any Breach of Unsecured PHI, any unauthorized use or disclosure, and any successful Security Incident.

2.6 *Access to Books and Records.* Business Associate shall make its internal practices and books and records relating to the use and disclosure of PHI available to Covered Entity or the Secretary in a reasonable time and manner for the purpose of determining HIPAA compliance.

2.7 *Individual Rights Under HIPAA.*

2.7.1 If Business Associate maintains a Designated Record Set, then Business Associate shall provide access to PHI to Covered Entity or, at the request of Covered Entity, to the Individual in accordance with the requirements of 45 CFR 164.524.

2.7.2 If Business Associate maintains a Designated Record Set, then Business Associate shall make any amendments to PHI requested by Covered Entity in accordance with the requirements of 45 CFR 164.526.

2.7.3 Business Associate shall document such disclosures of PHI and related information as is required to respond to a request for accounting in accordance with the requirements of 45 CFR 164.528. Business Associate shall provide to Covered Entity, in a reasonable time and manner, such information necessary to allow Covered Entity to respond to a request for accounting in accordance with 45 CFR 164.528.

2.7.4 In the event that Business Associate receives a request for access, a request for amendment, a request for accounting, a confidential communications request, or a request for restrictions directly from an Individual, Business Associate shall forward the request to Covered Entity within five (5) business days and shall take no other action on the request unless or until further direction is received from Covered Entity.

2.8 *Data Aggregation.* Business Associate may aggregate data if such data aggregation is a necessary function or activity to allow Business Associate to perform its obligations under the service agreement between the parties.

2.9 *Covered Entity's Obligations.* To the extent Business Associate carries out Covered Entity's obligations under HIPAA, Business Associate shall comply with the requirements that apply to Covered Entity in the performance of such obligations.

3. COVERED ENTITY'S OBLIGATIONS.

3.1 *Notice of Privacy Practices.* Covered Entity shall develop and distribute a Notice of Privacy Practices on behalf of itself and shall notify Business Associate of any limitations in its Notice of Privacy Practices to the extent such limitation may affect Business Associate's use or disclosure of PHI.

3.2 *Individual Permission.* Covered Entity shall notify Business Associate of any changes to or revocation of permission by an Individual if such changes or revocation will affect Business Associate's use or disclosure of PHI.

4. TERMINATION.

4.1 *For Breach.* Without limiting the rights of the parties under this Agreement, a non-breaching party may terminate this Agreement or may, but is not required to, provide the breaching party an opportunity to cure the breach or end the violation within a time period specified by the non-breaching party.

4.2 *Termination Procedure.* Upon termination of this Agreement for any reason, if feasible, Business Associate shall return or destroy all PHI, keeping no copies. If the parties agree that return or destruction is not feasible, then Business Associate shall continue to extend the protections of this Agreement to all retained PHI and limit further use of the PHI to those purposes that make the return or destruction infeasible.

4.3 *Survival.* In the event of termination of this Agreement for any reason, Business Associate shall remain bound by and continue to be subject to Sections 4.2 and 5 and any other provision which by its nature survives termination.

5. GENERAL TERMS.

5.1 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA.

5.2 *Amendment.* This Agreement shall only be amended or modified upon the written consent of the parties.

5.3 *Severability.* If any provision of this Agreement is declared invalid or unenforceable for any reason whatsoever, then the remaining terms and provisions shall continue in full force and effect as if the invalid or unenforceable provision was not contained herein. Every term and provision of this Agreement shall remain valid and enforceable to the maximum extent permitted by law.

5.4 *No Third Party Beneficiaries.* Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.5 *Independent Contractor.* For purposes of this Agreement, Business Associate is at all times an independent contractor. This Agreement does not create an agency relationship between the parties. Business Associate retains discretion regarding the manner and means of carrying out its obligations under this Agreement.

5.6 *Incorporation into MSA.* This Agreement is incorporated into and made part of the Master Services Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date the Covered Entity accepts by clicking the "I agree" button below.