

BUSINESS ASSOCIATE AGREEMENT

(HIPAA Compliance)

This BUSINESS ASSOCIATE AGREEMENT (the "**BAA**") is made and entered into as of the date of electronic acceptance by and between the healthcare provider or practice accepting this Agreement upon registration with the QR Rx platform (the "**Covered Entity**") and QRRX LLC, a company organized under the laws of the State of New York, operating the QR Rx digital aftercare platform at qrrx.io (the "**Business Associate**", in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a "**Party**" and, collectively, are the "**Parties**".

BACKGROUND

I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity through the QR Rx digital aftercare platform, including the creation, management, and distribution of patient care plans (collectively, the "Agreement");

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information, including but not limited to patient names, dates of birth, phone numbers, email addresses, encounter details, care plan instructions, medication information, and related health data;

IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

A. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

B. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

C. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

D. "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

E. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

F. "HHS" means the U.S. Department of Health and Human Services.

G. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

H. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

I. "Platform" means the QR Rx digital aftercare platform, including all associated web applications, mobile interfaces, APIs, and related services accessible through qrx.io.

J. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

K. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity through the Platform.

L. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

M. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.

N. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the HHS Secretary.

2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, including the creation, management, distribution, and secure delivery of patient care plans, medication tracking, appointment reminders, and related aftercare communications, and to undertake other activities permitted or required by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains reasonable assurances from any third party that the PHI will be held confidential and used only as required by law or for the purpose for which it was disclosed.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, limited to the minimum necessary amount of PHI to carry out the intended purpose.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Such safeguards include: encryption of PHI in transit (TLS 1.2+) and at rest; access controls including unique user identification and authentication; audit logging of access to and modifications of PHI; hosting on HIPAA-compliant infrastructure with signed Business Associate Agreements with all subcontractors; and patient verification through multi-factor authentication (QR code, PIN, and date of birth).

4. Reporting Disclosures of PHI and Security Incidents. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. Reporting Breaches of Unsecured PHI. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the

requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. Mitigation of Disclosures of PHI. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. Agreements with Agents or Subcontractors. Business Associate will ensure that any of its agents or subcontractors that have access to PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA. Business Associate's current subcontractors with access to PHI include: (i) Render, Inc. (hosting and database infrastructure) — BAA in place; and (ii) Amazon Web Services, Inc. (email, SMS, and file storage) — BAA in place. Business Associate shall notify Covered Entity of material changes to its subcontractors by updating the list on its website at qrrx.io within 30 calendar days.

8. Audit Report. Upon request, Business Associate will provide Covered Entity with a summary of its security practices and infrastructure.

9. Access to PHI by Individuals.

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual requests access to their PHI directly from Business Associate, Business Associate within ten business days will forward that request to Covered Entity.

10. Amendment of PHI.

A. Upon request from Covered Entity, Business Associate will amend PHI in a Designated Record Set within 15 business days.

B. Individual requests for amendment will be forwarded to Covered Entity within ten business days.

11. Accounting of Disclosures. Business Associate will document disclosures of PHI and make available to Covered Entity: (i) the date of disclosure; (ii) the name and address of the recipient; (iii) a description of the PHI disclosed; and (iv) the purpose of the disclosure. Such information will be provided within ten business days of written request.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of HHS for purposes of determining compliance with HIPAA.

13. Responsibilities of Covered Entity. Covered Entity agrees to:

- A. Notify Business Associate of any limitations in its notice of privacy practices that may affect Business Associate's use or disclosure of PHI.
- B. Notify Business Associate of any changes in permission by an Individual to use or disclose PHI.
- C. Notify Business Associate of any restrictions to the use or disclosure of PHI.
- D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
- E. Obtain any required patient consents before entering patient information into the Platform, including consent for electronic communications.

14. Data Ownership. All patient data entered into the Platform remains the property of Covered Entity. Business Associate's data stewardship does not confer data ownership rights.

15. Term and Termination.

- A. This BAA is effective upon electronic acceptance and continues for the duration of Covered Entity's subscription to the Platform.
- B. Covered Entity may terminate this BAA if Business Associate breaches a material term and fails to cure within 30 days of written notice.
- C. Business Associate may terminate if Covered Entity breaches a material term and fails to cure within 30 days.
- D. Upon termination, Business Associate will retain PHI for 30 days to allow data export, after which all PHI will be destroyed. If destruction is not feasible, Business Associate will extend protections indefinitely. This section survives termination.

16. Effect of BAA. This BAA is subject to the Terms of Service. Where terms conflict, this BAA governs.

17. Regulatory References. References to HIPAA sections mean the section as in effect or amended.

18. Notices. Notices to Business Associate: contact@qrrx.io. Notices to Covered Entity: the email associated with their Platform account.

19. Amendments. Business Associate may update this BAA as necessary for HIPAA compliance. Covered Entity will be notified of material changes. Continued use constitutes acceptance.

20. HITECH Act Compliance. Each Party agrees to comply with applicable provisions of the HITECH Act and related HHS regulations.

21. Governing Law. This BAA is governed by federal law including the HIPAA Rules. To the extent not preempted, the laws of the State of New York apply.

22. Electronic Acceptance. By creating an account on the Platform and checking the acceptance box, Covered Entity agrees to be bound by this BAA. Electronic acceptance constitutes a legally binding agreement. The date, time, and identity of the accepting party are recorded.

BUSINESS ASSOCIATE:

QRRX LLC

qrrx.io

contact@qrrx.io

COVERED ENTITY:

Accepted electronically upon account registration on the QR Rx platform.

Date, time, practice name, and authorized representative are recorded at the time of acceptance.