

PLATOFORMS HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“BAA”) is made between **PlatoForms, Pty Ltd.**, (“PlatoForms”) and **[Organisation Name]** (“Covered Entity”) as an agreement to the PlatoForms Terms of Service (the “Terms of Service”). This BAA is effective as of **[Effective Date]** (“Effective Date”), which is the date Covered Entity indicated its acceptance of this BAA electronically. This BAA was electronically signed by **[Authorised Signer Name]**, **[Authorised Signer Title]** on behalf of Covered Entity on the Effective Date.

In connection with this BAA, Covered Entity may disclose to PlatoForms certain "Protected Health Information" subject to the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d-6 and 1320d-9 (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 Subparts A and E (“Privacy Rules”), the federal security standards contained in 45 C.F.R. Part 160 and 164 Subparts A and C (“Security Rules”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) contained in Section 13402 of Title XIII of the American Recovery and Reinvestment Act of 2009 (“ARRA”) (all are collectively referred to herein as the “The Regulations”).

PlatoForms and Covered Entity hereby agree to the terms and conditions of this BAA in compliance with the The Regulations.

1. Definitions

- 1.1. The terms of this BAA are incorporated herein by reference as part of the Terms of Use to comply with The Regulations.
- 1.2. Unless otherwise specified, all terms used in this BAA have the meaning set forth in the Privacy Rules and Security Rules.
- 1.3. “PDF Form Hosting Services” shall mean the building of forms to collect user data including PHI data that will be stored by PlatoForms.
- 1.4. “Account of HIPAA Enabled Team” shall mean the account of an active member in a HIPAA enabled team by Covered Entity.

2. Business Associate Obligations

2.1. Permitted Uses and Disclosures. PlatoForms shall not, and shall ensure that its directors, officers, admin users, employees, contractors do not, use or disclose Protected Health Information ("PHI") created, received, maintained, or transmitted for the Covered Entity in any manner that would violate HIPAA. PlatoForms acknowledges and agrees that it will not use or disclose PHI other than as permitted or required by this BAA or as required by law. Except as otherwise limited in this BAA, PlatoForms may use or disclose PHI to perform functions, activities, for the sole purpose of the proper management and administration of PDF Form Hosting Services or services for (or on behalf of) the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy Rule if done by Covered Entity.

2.2. Use/Disclosure for Administrative Activities. Notwithstanding Section 2.1, PlatoForms may use and/or disclose PHI for management and administrative activities of PlatoForms or to comply with the legal responsibilities of PlatoForms; provided, however, that with respect to any such disclosure: (i) the disclosure is required by law; or (ii) PlatoForms obtains reasonable assurances from the third party that receives the PHI that the third party will treat the PHI confidentially and will only use or further disclose the PHI in a manner consistent with the purposes that the PHI was provided by PlatoForms, and contact support any breach of the confidentiality of the PHI to PlatoForms.

2.3. Use of PHI for Data Aggregation. Except as otherwise limited in this BAA, PlatoForms may use PHI to provide Data Aggregation services to Covered Entity consistent with 45 C.F.R. §164.504(e)(2)(i)(B).

2.4. Safeguards. PlatoForms will implement appropriate safeguards as required under Security rule which include but are not limited to Data Encryption and Encryption In-Transit services and, with respect to Electronic PHI, comply with the applicable provisions of 45 C.F.R Part 164, Subpart C, to prevent any Use or Disclosure of PHI other than as provided for by this BAA.

2.5. Subcontractors of PlatoForms. PlatoForms acknowledges and agrees to enter into written contracts with any agent or independent contractor that creates, receives, maintains, or transmits PHI on behalf of the PlatoForms with

regards to services provided by PlatoForms pursuant to the Agreement (collectively, "Subcontractors"). Such contracts shall obligate Subcontractor to abide by substantially the same terms and conditions as are required of PlatoForms and agree to implement reasonable and appropriate safeguards to protect PHI under this BAA.

2.5.1 Amazon Web Services. PlatoForms uses Amazon Web Services to provide highly available, highly scalable and highly secure hosting for both services and data. PlatoForms has entered into a BAA with Amazon covering all aspects of PlatoForms hosting via Amazon Web Services.

2.6. Restrictions. PlatoForms acknowledges and agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 and of which PlatoForms has been notified by Covered Entity.

2.7. Account Usage for HIPAA Enabled Team. Covered Entity acknowledges and agrees that PHI shall only be managed or transferred using Covered Entity's Account in the HIPAA Enabled Team. Use of Account in Non-HIPAA Enabled Team for the transmission of PHI is strictly prohibited.

2.7.1. Data Export. Covered Entity acknowledges and agrees that PlatoForms shall not be responsible for PHI after it is exported from PlatoForms HIPAA Enabled Account and it shall be Covered Entity's responsibility to use and protect exported PHI according to The Regulations. This covers all data export services provided by PlatoForms.

2.7.2. Data Sharing. Covered Entity acknowledges and agrees that PHI shared via PlatoForms by HIPAA Enabled Account shall abide by PlatoForms Terms of Service and The Regulations. It will be Covered Entity's sole responsibility after it is shared or transferred. Also, Covered Entity complies that it is Covered Entity's sole responsibility to protect data in further circumstances that indicates The Regulations. This covers all data sharing services provided by PlatoForms.

2.7.3 Outbound Email. Covered Entity acknowledges and agrees that PlatoForms shall not be responsible for PHI after it is included in the subject, body or attachment of the outbound email from PlatoForms HIPAA Enabled Account and it shall be Covered Entity's responsibility to use and protect outbound PHI according to The Regulations. This covers all outbound emails sent by PlatoForms.

2.7.4 Third Party Integration Service. Covered Entity acknowledges and agrees that PlatoForms shall not be responsible for PHI after it is transmitted to third party integration service from PlatoForms HIPAA Enabled Account and it shall be Covered Entity's responsibility to use and protect transmitted PHI according to The Regulations. This covers all Third Party Integration services provided by PlatoForms.

2.8. Performance of Covered Entity's Obligations. To the extent PlatoForms has agreed to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, PlatoForms shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations. The parties agree and acknowledge that Business Associate has not agreed to carry out any of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E.

2.9. Access and Amendment. PlatoForms shall notify the Covered Entity of receipt of a request received by PlatoForms for access to, or amendment of, PHI. The Covered Entity shall be responsible for responding or objecting to such requests.

2.9.1. Access. Upon request, PlatoForms acknowledges and agrees to furnish Covered Entity with copies of the PHI maintained by PlatoForms in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an individual's request for access to PHI under 45 C.F.R. § 164.524.

2.9.2. Amendment. Upon request and instruction from Covered Entity, PlatoForms shall make available PHI for amendment and incorporate any amendments to such PHI in accordance with 45 C.F.R. § 164.526 and related laws and regulations.

2.10. Accounting. Where applicable, PlatoForms acknowledges and agrees to document disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, if required by and upon the effective date of, Section 13405(c) of the HITECH Act and related regulatory guidance; and provide to Covered Entity information collected in accordance with this Section. In the event an individual delivers the initial request for an accounting directly to PlatoForms, PlatoForms shall forward such request to Covered Entity.

2.11. Security Obligations. PlatoForms shall implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that PlatoForms creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable PlatoForms to comply with the requirements set forth in Sections 164.308, 164.310, and 164.312.

2.12. Access by Secretary of U.S. Department of Health and Human Services. PlatoForms agrees to allow the Secretary of the U.S. Department of Health and Human Services (the "Secretary") access to its books, records, and internal practices with respect to the disclosure of PHI for the purposes of determining the Covered Entity's or PlatoForms's compliance with HIPAA.

3. Notification Obligations

3.1. Unauthorised Use or Disclosure of PHI. PlatoForms shall report to Covered Entity in writing, within ten business days, any use or disclosure of PHI not provided for by this BAA of which PlatoForms becomes aware.

3.2. Security Incident. PlatoForms shall report to Covered Entity in writing, within ten business days, any Security Incident affecting Electronic PHI of Covered Entity of which PlatoForms becomes aware. Notwithstanding the foregoing, PlatoForms will notify Covered Entity within twenty-four (24) hours of becoming aware of any Security Incident that PlatoForms reasonably believes has resulted in unauthorised access to, acquisition of, use, or disclosure of Electronic PHI. The Parties agree that this Section satisfies any notice requirements by PlatoForms of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this BAA, "Unsuccessful Security Incidents" include: (a) "pings" on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; (d) denial-of-service attacks that do not result in a server being taken offline; or (e) malware (e.g., a worm or virus) that does not result in unauthorised access, use, disclosure, modification, or destruction of Electronic PHI.

3.3. Breach of Unsecured PHI. PlatoForms will notify Covered Entity of any Breach of Unsecured PHI in accordance with 45 C.F.R. §164.410, and in no event later than twenty-four (24) hours of becoming aware of such Breach. The notice required by this Section will be written in plain language and will include, to the extent possible or available, the following:

3.3.1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by PlatoForms to have been, accessed, acquired, used, or disclosed during the Breach;

3.3.2. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3.3.3. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3.3.4. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

3.3.5. A brief description of what is being done to investigate the Breach, mitigate the harm, and protect against future Breaches; and

3.3.6. Contact procedures for Individuals to ask questions or learn additional information which shall include a toll-free number, an email address, Web site, or postal address, if Covered Entity specifically requests PlatoForms to establish contact procedures.

4. Covered Entity's Obligations

4.1. Non-HIPAA Enabled. Covered Entity shall, upon request, provide PlatoForms with its current notice of privacy practices adopted in accordance with HIPAA.

4.2. Limitations in Notice of Privacy Practices. Covered Entity shall notify PlatoForms of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect PlatoForms's use or disclosure of PHI.

4.3. Restrictions or Changes in Authorisation. Covered Entity shall not agree to any non-mandatory restrictions on the use or disclosure of Protected Health Information if such restriction could affect PlatoForms's permitted or

required uses and disclosures of PHI hereunder except upon PlatoForms's express, written consent. Covered Entity shall notify PlatoForms of any changes, revocations or restrictions of the use or disclosure of PHI if such changes, revocations or restrictions affect PlatoForms's permitted or required uses and disclosures of PHI hereunder including, without limitation, any revocation of any authorisation for the use or disclosure of PHI.

4.4. Requests for Use and Disclosure. Covered Entity shall not request that PlatoForms collect, access, use, maintain or disclose PHI, or act in any manner, contrary to or in violation or breach of the Regulations or this BAA.

4.5. Subscription Plan. This BAA may only be entered into by Covered Entity on the Silver or Gold plan. Covered Entity must remain on the Silver or Gold plan (or any equivalent successor plan) and may not downgrade or otherwise change the subscription plan while this BAA is in effect.

4.6 Appropriate Use. PlatoForms is a tool for securely collecting complex information using customisable forms. PlatoForms is not an electronic health record or other medical record system and should not be used to maintain a Designated Record Set or relied upon directly to provide patient care. Information collected via PlatoForms must be transferred into an appropriate system of record (for example, an electronic health record) in accordance with appropriate processes to assure confidentiality, accuracy and availability before being used for patient care.

5. Termination

5.1. Termination upon Material Breach. Upon Covered Entity's knowledge of a material breach of this BAA by PlatoForms, Covered Entity shall notify PlatoForms of such breach in reasonable detail and provide an opportunity for PlatoForms to cure the breach or violation, or if cure is not possible, Covered Entity may immediately terminate this BAA.

5.2. Return or Destruction of PHI. Upon termination of this BAA, PlatoForms will return to Covered Entity all PHI received from Covered Entity or created or received by PlatoForms on behalf of Covered Entity which PlatoForms maintains in any form or format, and PlatoForms will not maintain or keep in any form or format any portion of such PHI. Alternatively, PlatoForms may destroy all such PHI and provide written documentation of such destruction.

5.3. Alternative Measures. If the return or destruction of PHI is not feasible upon termination of the BAA, then PlatoForms acknowledges and agrees that it shall extend its obligations under this BAA to protect the PHI and limit the use or disclosure of PHI to those purposes that make the return or destruction of PHI infeasible.

6. Third Party Beneficiaries

6.1. No Third-Party Beneficiary Rights. Nothing express or implied in this BAA is intended or shall be interpreted to create or confer any rights, remedies, obligations, or liabilities whatsoever in any third party.

Agreement Date: [Effective Date]

COVERED ENTITY	BUSINESS ASSOCIATE
[Organisation Name]	PLATOFORMS, PTY LTD.
By	By
[Signature]	[Signature]
[Authorised Signer Name]	Dapeng Ni
[Authorised Signer Title]	CTO