

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "**BAA**" or the "**Agreement**") is entered into by and between TYPEFORM S.L., a company incorporated in Spain, with registered number B65831836, whose registered address is Carrer Bac de Roda, 163 (local), 08018 — Barcelona (Spain) ("**Typeform**") and Kornweiss Medical LLC, a company incorporated in United States, whose registered address is 1140 Woodruff Rd. Ste 106, Greenville, SC 29607 ("**Client**"). Typeform and Client may also be referred to as, individually, a "**Party**" and, collectively, the "**Parties**."

### RECITALS

- I. Whereas, the Client is either a covered entity or is acting as a business associate to a covered entity and, thus, is required by HIPAA to enter into so-called business associate agreements as long as certain legal requirements are met;
- II. Whereas, Client wishes to use Typeform's Services in order to process Personal Protected Health Information; and
- III. Whereas, the Parties wish to enter into this Agreement to set forth the terms and conditions under which Typeform shall process Personal Protected Health Information, as further required by HIPAA.

### CLAUSES

#### Definitions

As used in this BAA, the following terms shall have the following meanings:

- a) Agreement shall refer to this document;
- b) BAA shall be understood to refer to this document;
- c) Client means the entity that is identified at the heading of this document, as the one using the Services and acting as a covered entity or a business associate (acting on behalf of a covered entity).
- d) Effective Date the date of last execution of this document, as specified at the signature lines.

e) HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

f) Typeform refers to Typeform SL, as further identified at the heading of this document, as the entity acting as a business associate for HIPAA purposes.

g) Services the services contracted by Client and provided by Typeform, as long as said Services entail the processing of Personal Protected Health Information.

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### **Obligations and Activities of Typeform**

Typeform agrees to:

- a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- c) Report to Client any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Typeform agree to the same restrictions, conditions, and requirements that apply to Typeform with respect to such information;
- e) Make available protected health information in a designated record set to Client as necessary to satisfy Client's obligations under 45 CFR 164.524;
- f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Client pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Client's obligations under 45 CFR 164.526;
- g) Maintain and make available the information required to provide an accounting of disclosures to Client as necessary to satisfy Client's obligations under 45 CFR 164.528;

- h) To the extent Typeform is to carry out one or more of Client 's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s); and
- i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.

### **Permitted Uses and Disclosures by Typeform**

- a) Typeform may only use or disclose protected health information as necessary to perform the services set forth in Typeform's Privacy Policy & Terms of Service.
- b) Typeform may use or disclose protected health information as required by law.
- c) Typeform agrees to make uses and disclosures and requests for protected health information consistent with Client's minimum necessary policies and procedures.
- d) Typeform may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client.
- e) Typeform may provide data aggregation services relating to the health care operations of Client.

### **Provisions for Client to Inform Typeform of Privacy Practices and Restrictions**

- a) Client shall notify Typeform of any limitation(s) in the notice of privacy practices of Client under 45 CFR 164.520, to the extent that such limitation may affect Typeform's use or disclosure of protected health information.
- b) Client shall notify Typeform of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Typeform's use or disclosure of protected health information.
- c) Client shall notify Typeform of any restriction on the use or disclosure of protected health information that Client has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Typeform's use or disclosure of protected health information.

### **Permissible Requests and Restrictions Applicable to Client**

Client shall not request Typeform to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Client.

Client shall refrain from sending sensitive data via electronic mail, unless messages are encrypted. Specifically, the system of email notifications that is available on the Typeform's platform for sending collected data to an email address should not be used to send sensitive data (HIP).

### **Term and Termination**

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a) Term. The Term of this Agreement shall be effective as of the date of last execution below (the "**Effective Date**"), and shall continue indefinitely or on the date Client terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

b) Termination for Cause.

i. Typeform authorizes termination of this Agreement by Client, if Client determines Typeform has violated a material term of the Agreement and Typeform has not cured the breach or ended the violation within the time specified by Client.

ii. Typeform will have the right to terminate this Agreement if and when, following the introduction of payment services on Typeform's platform, Client does not contract payment services. The use by Client of the free-of-charge services available on Typeform's platform will in any case exonerate Typeform from fulfilling Typeform's Obligations and Activities contemplated in this Agreement.

c) Obligations of Typeform Upon Termination.

Upon termination of this Agreement for any reason, Typeform shall return to Client or, if agreed to by Client, destroy all protected health information received from Client, or created, maintained, or received by Typeform on behalf of Client, that Typeform still maintains in any form. Typeform shall retain no copies of the protected health information.

d) Survival. The obligations of Typeform under this Section shall survive the termination of this Agreement.

## **Miscellaneous**

a) Entire agreement. This BAA, together with the Service Terms and Conditions or Master Enterprise Agreement entered into by and between the Parties constitute the entire agreement with respect to how Typeform shall process Protected Health Information. The terms and conditions of the Service Terms and Conditions or Master Enterprise Agreement shall be incorporated herein by reference, including liability and general provisions set forth therein.

b) Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended.

c) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of i HIPAA and any other applicable law.

d) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

e) Authority. Parties warrant and represent each other that they have full power and authority to enter into this Agreement, and that all shareholder and board approvals, consents and permissions necessary for entering into the Agreement, if any, have been obtained.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.



**TYPEFORM SL**

David Okuniev

Co-Founder & empowered individual

12/14/0021



**Client**

Steven Kornweiss

CEO, Founder, Physician

12 / 14 / 2021



# Signature Certificate

Document Ref.: ZJSSJ-5DBID-KTBKS-2KTXS

Document signed by:

	<p>Verified E-mail: steven@kornweissmedical.com</p>	 
<p>IP: 99.111.80.229</p>		<p>Date: 14 Dec 2021 16:16:51 UTC</p>

Document completed by all parties on:  
14 Dec 2021 16:16:51 UTC

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