

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between **GEG Ventures LLC**, a Missouri limited liability company doing business as **VoiceRx** ("Business Associate"), and the healthcare practice identified in the signature block below ("Covered Entity"), effective on the date of the later signature.

1. Definitions

Capitalized terms used in this Agreement have the meanings assigned to them in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations at 45 CFR Parts 160 and 164 (the "HIPAA Rules"), including the Privacy Rule, Security Rule, and Breach Notification Rule. Terms include, without limitation, "Protected Health Information" ("PHI"), "Electronic Protected Health Information" ("ePHI"), "Breach," "Unsecured Protected Health Information," and "Security Incident."

2. Permitted Uses and Disclosures

Business Associate may use or disclose PHI only as necessary to perform the Services described in its service agreement with Covered Entity, or as required by law. Business Associate shall not use or further disclose PHI in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted in §§ 3–4 below.

3. Use for Business Associate's Operations

Business Associate may use PHI for its own proper management and administration and to carry out its legal responsibilities. Business Associate may disclose PHI for such purposes only if (a) the disclosure is required by law, or (b) Business Associate obtains reasonable assurances from the recipient that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and the recipient notifies Business Associate of any Breach.

4. Data Aggregation

Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B), where applicable.

5. Safeguards

Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the HIPAA Security Rule (45 CFR Part 164, Subpart C). Specific to the VoiceRx service: (a) audio and transcription data are processed in transit using TLS 1.2 or higher; (b) no raw audio or transcribed PHI is retained in Business Associate systems after the clinician finalizes the note and copies it into the Covered Entity's electronic medical record; and (c) access to any transient session data is limited to personnel with a documented need-to-know.

6. Reporting

Business Associate shall report to Covered Entity: (a) any use or disclosure of PHI not permitted by this Agreement of which it becomes aware; (b) any Security Incident of which it becomes aware; and (c) any Breach of Unsecured PHI without unreasonable delay and in no case later than sixty (60) calendar days after discovery, consistent with 45 CFR § 164.410.

7. Subcontractors

Business Associate shall ensure that any subcontractor that creates, receives, maintains, or transmits PHI on its behalf agrees in writing to restrictions and conditions at least as stringent as those that apply to Business Associate under this Agreement, consistent with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2).

8. Access, Amendment, Accounting

Because Business Associate does not maintain PHI in a Designated Record Set after session completion, it has no independent obligation to provide access, amendment, or accounting of disclosures under 45 CFR §§ 164.524, 164.526, or 164.528. To the extent any such request is made to Business Associate, it shall be promptly forwarded to Covered Entity.

9. Availability of Records to HHS

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services for purposes of determining Covered Entity's compliance with the HIPAA Rules.

10. Term and Termination

This Agreement is effective as of the Effective Date and continues until terminated. Either party may terminate this Agreement upon thirty (30) days written notice. Covered Entity may terminate immediately upon notice if Business Associate has breached a material term of this Agreement and fails to cure within a reasonable period. Upon termination, Business Associate shall, if feasible, return or destroy all PHI; if return or destruction is infeasible, the protections of this Agreement extend to such PHI and limit further uses and disclosures.

11. Governing Law

This Agreement is governed by the laws of the State of Missouri, without regard to its conflict-of-laws principles. Any dispute arising hereunder shall be brought in a state or federal court of competent jurisdiction seated in Jackson County, Missouri.

12. Miscellaneous

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be resolved to permit both parties to comply with the HIPAA Rules. This Agreement may be amended only in a writing signed by both parties.

SIGNATURES

Business Associate

Covered Entity

GEG Ventures LLC d/b/a VoiceRx

Practice / Covered Entity:

By: _____

By: _____

Name: Evangeline (Gigi) Escalante Garcia

Name: _____

Title: Founder & Chief Executive Officer

Title: _____

Date: _____

Date: _____

This Agreement should be reviewed by the Covered Entity's counsel before execution. Please return an executed copy to gigi@voicerx.org.