

WEHUDDLE, INC. BUSINESS ASSOCIATE AGREEMENT

Effective upon account creation

This Business Associate Agreement ("BAA" or "Agreement") is between WeHuddle, LLC ("WeHuddle" or "Business Associate") and you, the licensed mental health provider creating a WeHuddle account ("Provider" or "Covered Entity"). By creating an account and checking the acceptance box, you agree to this BAA, which is incorporated into and made part of WeHuddle's Terms of Service.

This BAA is required under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") because WeHuddle may access, receive, maintain, or transmit Protected Health Information ("PHI") in the course of providing its platform services to you.

1. DEFINITIONS

Capitalized terms not defined here have the meanings given in the HIPAA Rules (45 CFR Parts 160 and 164), including Breach, Designated Record Set, Electronic PHI (ePHI), Individual, Security Incident, Subcontractor, and Unsecured PHI. "Services" means WeHuddle's platform, including provider listings, client-matching features, scheduling tools, and any related technology.

2. WEHUDDLE'S OBLIGATIONS

WeHuddle agrees to:

- a. Use or disclose PHI only as permitted by this BAA or required by law, and only to the minimum extent necessary to perform the Services;
- b. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect PHI, and comply with the HIPAA Security Rule with respect to ePHI;
- c. Report to you any Breach of Unsecured PHI without unreasonable delay and no later than 60 days of discovery, and notify you of any Security Incident of which WeHuddle becomes aware;
- d. Require any subcontractors that create, receive, maintain, or transmit PHI on WeHuddle's behalf to agree in writing to the same restrictions applicable to WeHuddle under this BAA;
- e. Make PHI available to you (or, where required, to an Individual) as necessary for you to fulfill access, amendment, and accounting obligations under 45 CFR §§ 164.524, 164.526, and 164.528;
- f. Make its internal practices and records relating to PHI available to the Secretary of HHS upon request for purposes of determining HIPAA compliance.

3. PERMITTED USES BY WEHUDDLE

WeHuddle may use or disclose PHI: (a) as necessary to perform the Services; (b) as required by applicable law; (c) for WeHuddle's own management, administration, or legal responsibilities, provided any disclosure is required by law or made under reasonable assurances of confidentiality; and (d) to de-identify information in accordance with 45 CFR § 164.514(a)–(c), after which it is no longer subject to this BAA. WeHuddle will not use or disclose PHI in a manner that would violate HIPAA if done by you.

4. YOUR OBLIGATIONS

You agree to: (a) notify WeHuddle of any limitation in your Notice of Privacy Practices that may affect WeHuddle's use or disclosure of PHI; (b) notify WeHuddle of any revocation of an individual's permission to use or disclose PHI, to the extent it affects WeHuddle; and (c) not request WeHuddle to use or disclose PHI in a way that would violate HIPAA if you did so yourself.

5. TERM AND TERMINATION

This BAA is effective upon your account creation and remains in effect until your WeHuddle account is closed or this BAA is superseded by a written agreement signed by both Parties. Either Party may terminate for material breach upon 30 days' written notice if the breach is not cured within that period. Upon termination, WeHuddle will, to the extent feasible, return or destroy all PHI in its possession. Where return or destruction is not feasible, WeHuddle will continue to protect such PHI in accordance with this BAA for as long as it is retained. Termination obligations survive expiration of this BAA.

6. GENERAL

This BAA is governed by the laws of [State] and applicable federal law. WeHuddle may update this BAA as required by changes in applicable law, with notice to you via email or platform notification; continued use of the Services constitutes acceptance of any updated BAA. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA. In the event of a conflict between this BAA and WeHuddle's Terms of Service regarding PHI, this BAA controls. If any provision is unenforceable, the remaining provisions remain in effect.

ACCEPTANCE

By checking "I agree to WeHuddle's Business Associate Agreement" during account creation, you acknowledge that you have read, understood, and agree to be bound by this BAA. You represent that you have the authority to enter into this Agreement on behalf of yourself or your practice. This electronic acceptance constitutes a legally binding agreement.

Questions about this BAA? Contact WeHuddle at legal@wehuddle.com