

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

This HIPAA Business Associate Agreement is made effective as of ____ (EFFECTIVE DATE)_____, by and between ____ (“Covered Entity”)_____, of ____ [Address] _____ and BlockSurvey Inc, 651 North Broad Street, Middletown, Delaware (Business Associate), collectively, the “Parties”.

WHEREAS, BlockSurvey, Inc, in connection with its services, may maintain, transmit, create or receive data for or from Covered Entity that constitutes Protected Health Information (“PHI”) only in encrypted format;

WHEREAS, a Covered Entity is or may be subject to the requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and related regulations;

WHEREAS, with respect to the foregoing, BlockSurvey, Inc is or may be subject to the requirements of HIPAA, HITECH and related regulations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Definitions.

1.1. General.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, 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.

1.2. Specific.

i. Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean BlockSurvey, Inc, Middletown, Delaware.

ii. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean _____ [Name of Covered Entity].

iii. Electronic Health Record. “Electronic Health Record” shall have the same meaning as the term ‘electronic health record’ in the HITECH Act, Section 13400.

iv. HIPAA. “HIPAA” collectively refers to the HIPAA Statute, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, the HITECH Act, and any associated Regulations, as such may be amended from time to time.

v. Breach. Breach means the acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy & Security Rules that compromises the security or privacy of the PHI {as per Section 13400(1) of the HITECH Act}.

vi. PHI. “PHI” means “protected health information” as defined in 45 C.F.R §160.103, and is limited to the information received from, or received or created on behalf of, Covered Entity by BlockSurvey, Inc pursuant to performance of the services set forth in a Services Agreement.

vii. Unsecured PHI. Unsecured PHI means PHI that is not secured through the use of a technology or methodology specified by guidance issued by the U.S. Department of Health and Human Services from time to time.

2. Obligations and Responsibilities of BlockSurvey, Inc.

2.1. BlockSurvey, Inc stores PHI, collected by the user/covered entity through online surveys, in encrypted format using covered entities keys. It is encrypted in transit, end to end, and at rest and therefore, BlockSurvey cannot access the information of users/covered entities. It can collect and centralise all your medical and sensitive information, patient feedback and employee applications into one place with end-to-end encryption using covered entities public keys. Plus sensitive data remains private and secure through encryption in a secure format. BlockSurvey, Inc cannot and does not use or disclose PHI other than as permitted or required by the Agreement or as required by law.

2.2. BlockSurvey, Inc agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. This will allow the covered entity an additional way to safeguard the security of protected health information they collect through online surveys.

2.3. BlockSurvey, Inc cannot access the PHI/ E-PHI. Hence, the sensitive information or the PHI can never be shared, viewed, disclosed or used by BlockSurvey but covered entity and therefore, BlockSurvey is not responsible for any use or disclosure on part of the covered entity including breaches of unsecured PHI but agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement, of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.

2.4. In accordance with 45 CFR 164.502(e)(1) and 164.308(b)(2), if applicable, BlockSurvey, Inc agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the BlockSurvey, Inc agree to the same restrictions, conditions, and requirements that apply to the BlockSurvey, Inc with respect to such information.

2.5. BlockSurvey, Inc uses Stacks Blockchain for Decentralized Identity/Account(DID) and Stacks API (Application Programming Interface) for identity, authorisation and storage management. BlockSurvey cannot decrypt or otherwise access the PHI and hence, the owner, user or covered entity of the PHI is in complete control of its identity and data collected through online surveys. It is the digital right of the covered entity. Covered entity will get a unique identity and private storage(GAIA), which only they can access. Covered entity holds the keys for its identity and storage and not BlockSurvey. Therefore, in case of any negligence or breach or disclosure of PHI/unsecured PHI/sensitive data or all of them, the covered

entity/user/owner will be solely responsible and no obligation or responsibility in any case will lie on BlockSurvey, Inc Limited in any manner.

2.6. BlockSurvey, Inc agrees to make available its internal practices, books, and records relating to the storage of PHI created by Covered Entity to the U.S. Department of Health and Human Services for purposes of determining BlockSurvey, Inc's compliance with the HIPAA Privacy & Security Rules or this BAA.

2.7. In the event of a Breach, BlockSurvey, Inc will provide reasonable assistance to and cooperate with Covered Entity in investigating the Breach, and BlockSurvey, Inc agrees to provide the following information in writing to Covered Entity: (a) Identification of each individual who is the subject of Unsecured PHI that has been or is reasonably believed by BlockSurvey, Inc to have been accessed, acquired, or disclosed; (b) a brief description of the events; (c) date of the potential Breach; (d) date of discovery; (e) type of PHI involved; (f) any preliminary steps taken to mitigate the damage; and (g) a description of the investigatory steps taken.

3. Permitted Uses and Disclosures by BlockSurvey, Inc.

3.1. BlockSurvey, Inc cannot and does not use or disclose PHI and can only store PHI in encrypted format. Hence, cannot be asked to disclose and use the data for any purposes.

3.2. BlockSurvey, Inc cannot de-identify PHI as it uses end to end encryption meaning the data is always encrypted and therefore, in any event should not be asked by any user/covered entity to de-identify PHI.

3.3. BlockSurvey, Inc cannot not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164.

4. RESPONSIBILITIES OF THE COVERED ENTITY

4.1 Identification of Records. With respect to the records Covered Entity furnishes to BlockSurvey, Inc, Covered Entity will identify those records that it considers to be PHI for the purpose of this BAA.

4.2 Minimum Necessary. Covered Entity will provide BlockSurvey, Inc only the minimum PHI necessary to perform the services by BlockSurvey Technologies Private Limiteds.

4.3 Increased Privacy Protections. If the information collected by any user/covered entity through survey contains PHI, it is their responsibility to ensure that such PHI is not disclosed to anyone. It is the covered entity's responsibility to only share surveys in a manner consistent with the HIPAA obligations. On export of any survey results or downloading of survey results, the covered entity must ensure that those downloaded files are handled appropriately since they contain PHI.

4.4 Privacy Notice Limitations. Covered Entity will notify BlockSurvey, Inc of any limitations in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that any such limitation may affect BlockSurvey, Inc's storage of PHI or impose obligations on BlockSurvey, Inc additional to or inconsistent with the obligations assumed under this BAA. In the event that any such limitation materially increases BlockSurvey, Inc's cost of providing services under this BAA, Covered Entity agrees to reimburse BlockSurvey, Inc for such increase in cost.

5. Permissible Requests by Covered Entity

5.1. Right to audit. BlockSurvey, Inc permits the Covered Entity to perform an information security audit, including an audit of technical, physical and administrative security of any applicable Service Provider premises applicable to the engagement and will cooperate and furnish all requested materials in a timely manner, within no more than 30 (thirty) business days. When requested, BlockSurvey agrees to provide evidence of compliance, such as through an independent information security review or audit commensurate with the requirements of this contract. This audit must be completed within a time frame specified and mutually decided by the Covered Entity and BlockSurvey, Inc.

5.2. Except as otherwise permitted by this Agreement, Covered Entity shall not request BlockSurvey, Inc to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

6. Term and Termination

6.1. Term. The Term of this Agreement shall be effective as of _____, 20____, and shall terminate on the date the business relationship between the Parties end or on the date Covered Entity terminates for a cause as authorized in paragraph 6.2 of this Section.

6.2. Termination for Cause. BlockSurvey, Inc authorizes termination of this Agreement by Covered Entity or BlockSurvey, if either of the party determines that one of them has violated a material term of the Agreement and has not cured the breach or ended the violation within thirty days written notice and vice versa. If it is determined that cure is not possible, Covered Entity/BlockSurvey may immediately terminate this Agreement. The termination of this Agreement shall automatically terminate the business relationship and any services agreements between the Parties.

6.3. Obligations of a covered entity Upon Termination. Upon termination of this Agreement, the covered entity is responsible for keeping PHI in safe and secure form. BlockSurvey, Inc can neither retain any copies nor be capable of destroying such PHI. In addition, BlockSurvey, Inc shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI.

7. General Provisions.

7.1. This agreement sets forth the entire understanding of the Parties. Any amendments must be in writing and signed by both Parties. This Agreement shall be construed under the laws of the United States of America, without regard to conflict of law provisions. Any ambiguity in the terms of this Agreement shall be resolved to permit compliance with HIPAA. Any references in this Agreement to a section in HIPAA means the section as in effect or as may be amended. This Agreement may be modified or amended from time to time as is necessary for compliance with the requirements of HIPAA and other applicable law. Amendments must be made in writing and signed by the Parties. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The terms of this Agreement are hereby

incorporated into any service or business agreement that may be entered into between the Parties with the intent to form a business relationship. In the event of a conflict of terms between this Agreement and any such service or business agreement the terms of this Agreement shall prevail.

8. MISCELLANEOUS

8.1 Interpretation and References. Any ambiguity in this BAA or a Service Agreement shall be resolved to maintain compliance with the HIPAA Privacy & Security Rules and the HITECH Act. A reference to a section of the HIPAA Privacy & Security Rules means the section in effect or as amended and for which compliance is required.

8.2 Indemnification. Covered Entity shall be liable for and agree to indemnify the BlockSurvey, Inc for any and all claims, costs and expenses arising from or out of any alleged negligent act or omission of Covered Entity, its agents or employees, in performance of its obligations under this BAA. This indemnification shall include reasonable expenses, including attorney's fees, incurred in defending such claims and damages.]

8.3 Survival. Sections 4.8, 5.2, 5.3, and 5.4 shall survive the expiration or termination for any reason of this BAA or a Service Agreement.

8.4 Governing Law. This BAA is governed by the laws of the United States of America. The federal and state courts located in _____Country, _____will have jurisdiction to adjudicate any dispute arising out of or relating to this BAA. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

8.5 No Third Party Beneficiaries. The Parties agree there are no intended third party beneficiaries under this BAA. Nothing expressed or implied in this BAA is intended to confer upon any person, other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. This provision shall survive termination of this BAA and a Service Agreement.

8.6 Headings. The headings of each section are inserted solely for purposes of convenience and shall not alter the meaning of this Agreement.

8.7 Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

8.7 References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended, and for which compliance is required.

8.8. Rights and ownership. All the rights and ownership of the data stored with the BlockSurvey rests with the covered entity and with the actual owner of the data.

8.9. Execution. This Business Associate Agreement has been executed electronically by a duly authorized representative of Covered Entity. By executing this Business Associate Agreement, Covered Entity agrees to the terms and conditions set forth herein.

8.10 Dispute Resolution. Any dispute, claim, or controversy between the Parties arising under or related to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be resolved according to the laws of US and through the following procedures:

- A. The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place; if no such place can be agreed upon, the parties shall meet via video-conference. The negotiation shall end at the close of the second meeting of executives described above. Such closure shall not preclude continuing or later negotiations, if desired.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

- B. If the matter is not resolved by negotiation pursuant to the above paragraphs, only then will the matter proceed to binding arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration at a place mutually decided by the parties before three arbitrators. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

IN WITNESS WHEREOF, I have hereunto set my hand to this HIPAA Business Associate Agreement as of the date set forth above.

Covered Entity

Business Associate

BlockSurvey, Inc, Middletown, Delaware

By: _____

By: _____

Title: _____

Title: _____