

Webstore Agreement

This Webstore Agreement ("Agreement") is effective as of the date signed by Provider (the "Effective Date") by and between **Full Blown**, ("Full Blown"), and **Provider** ("Provider").

A. Full Blown is owned and operated by Robert Bell at 28801 Shadow Valley Ln. Saugus, CA 91390.

B. Full Blown has developed software (the "Software") for the establishment and operation of separate webpages for the sale of Physician Therapeutics' products by healthcare Providers, which webpages are identified specifically to an individual healthcare Provider and serve the needs of such individual Provider's own patients.

C. Provider is interested in establishing a unique webpage (the "Webpage") on Full Blown's website, through which Provider will sell Physician Therapeutics' products to Provider's patients, for the purposes of (i) providing patient convenience, (ii) meeting specified nutritional protocols established by Provider, (iii) improving patient compliance with such recommended protocols, and (iv) tracking patients' actual compliance with such protocols.

D. Full Blown desires to use Provider's name and logo on the Webpage, and Provider is willing to grant Full Blown the right to use Provider's name and logo on the Webpage, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **DEFINITIONS.** The terms set forth below shall be defined as follows:

1.1. "Confidential Information" of a party is information which the party claiming confidentiality designates as "Confidential," including without limitation any computer code, Content (as described below), other content, documentation, marketing plans or other similar information. "Confidential Information" of Full Blown includes the source code of the Software.

1.2. "Software" shall mean all software and any software tools, both in object code and source code form, which Full Blown has already developed (or which Full Blown subsequently develops) or which Full Blown licenses from a third party, for establishing and maintaining Provider's Webpage.

1.3. "Webpage" shall mean the unique page established using Provider's name and logo, on Full Blown's own website, using the Software, and maintained and supported on Full Blown's server.

2. PURPOSE; LICENSE; CONTENT; SERVER; DEVELOPMENT SERVICES.

2.1. Purpose. The purpose of Provider's Webpage shall include, without limitation, the dissemination of information, the display of Physician Therapeutics' products for order and purchase, the presentation of advertising, and other purposes.

2.2. License. Provider hereby grants to Full Blown a non-exclusive, non-assignable license to use Provider's name and logo for all uses necessary or appropriate to the operation of Provider's Webpage, in accordance with the terms and conditions of this Agreement.

2.3. Content of the Webpage. The Webpage will be based upon Full Blown content. The Webpage will use the Software to implement product purchasing, data collection, and information tracking.

2.4. Server for the Webpage. The Software and the Webpage will reside upon a server provided by Full Blown.

2.5. Development Services. Full Blown will provide design, programming, development and other services relating to the Webpage.

3. WEBPAGE SUPPORT SERVICES.

Full Blown shall provide the following ongoing Webpage support to Provider.

3.1. Establishment of Webpage on Full Blown Server. Full Blown will establish Provider's Webpage as part of Full Blown's own website, which is on a server provided by Full Blown and under Full Blown's control, support, and maintenance.

3.2. Availability. Unless otherwise agreed between the parties, Full Blown shall use commercially reasonable efforts to make Provider's Webpage publicly available to users twenty-four (24) hours per day, seven (7) days per week.

3.3. Content. Provider shall not supplement, modify or alter any content on Provider's Webpage, unless any such change has been consented to by Full Blown. Full Blown will provide password protected access for Provider.

3.4. Backup. Full Blown shall maintain a complete and current copy of Full Blown's website on a separate server. In the event that service is interrupted to Full Blown's website, the separate server shall be activated so that public access to Provider's Webpage may continue uninterrupted or as close as possible under the circumstances.

3.5. Privacy Policy; Patient Data. The parties agree that a privacy policy shall exist that conforms with existing privacy laws and shall maintain that policy with respect to Provider's Webpage. Such privacy policy shall be subject to any additional privacy limitations placed by MasterCard, Visa or other Internet payment processing companies through which sales on Provider's Webpage may be charged. Patient data will be maintained on a secure server provided by Full Blown. Full Blown will use commercially reasonable efforts to provide Provider access to the patient data twenty four (24) hours per day, seven (7) days per week, and Full Blown will provide Provider with passcodes and technical assistance as may be necessary for permitting such access. As a condition precedent to entering this Agreement, the parties agree to execute the HIPAA Business Associate Agreement in the form set forth as Exhibit A hereto.

4. INVENTORY SERVICES.

4.1. Shopping Cart Features. Full Blown will use its online shopping cart application which will be customized for Provider's Webpage to manage the shopping experience of visitors to Provider's Webpage.

4.2. Product Selection for the Webpage. Provider is responsible for determining the applicable nutritional protocol, and for selecting the products, to support the needs of the patients who will be directed to Provider's Webpage to purchase products. Full Blown maintains an on-line catalog of products from which Provider may select.

4.3. Ordering from the Webpage. Completed orders will be communicated from Provider's Webpage directly to Physician Therapeutics' distribution center. Products will be shipped from the distribution center to the patient using shipping documents and shipping labels that include Physician Therapeutics' return address.

4.4. Inventory Levels. Throughout the Term of this Agreement, Full Blown shall use commercially reasonable efforts to maintain appropriate levels of inventory at the Physician Therapeutics' distribution center to meet patients' demand for the products listed on Provider's Webpage.

4.5. Shipping Charges; Undeliverable Shipments; Product Returns; Product Recalls.

4.5.1. Shipping charges (from the Physician Therapeutics' distribution center) will be paid by the patient. Physician Therapeutics' will determine and charge the appropriate shipping/handling charge per outgoing order.

4.5.2. Physician Therapeutics' will be responsible for undeliverable or damaged shipments from Physician Therapeutics' to patients, and Physician Therapeutics' will handle such damaged shipments according to its then-current policy regarding such shipments.

4.5.3. Provider will specify the Product return policy to which returns will be subject or, in the absence of such specification, the then-current Physician Therapeutics' return policy.

4.5.4. Physician Therapeutics' will be responsible for Product recalls.

4.6. Product Pricing. Physician Therapeutics will recommend to Provider a suggested retail price (SRP) for each product SKU offered on Provider's Webpage, but it shall be Provider's responsibility to set the actual retail price to patients.

5. PRICING; REPORTING; PAYMENT; CREDIT AND COLLECTIONS.

5.1. Products. The price from Physician Therapeutics to Provider for products purchased by patients from Provider's Webpage shall be Physician Therapeutics' then-current Provider price for such products.

5.2. Reporting. Provider will have access to sales reports. Within twenty (20) calendar days after the close of each calendar quarter, Physician Therapeutics' will provide Provider with an accounting of sales made from Provider's Webpage.

5.3. Payment. Patients will purchase products from Provider's Webpage through Provider's account. Patients will make payments for products by an approved method of payment, which shall include providing the Patient's credit card information to Stripe. Stripe shall deduct its transaction fees and, on behalf of Provider, Stripe shall remit to Full Blown the applicable price for the products purchased by patients on Provider's Webpage.

5.3.1. Bank fees, credit card transaction fees, and Stripe transaction fees will be deducted from the Provider's account at the end of the month from Provider's sales.

5.4. Credit and Collections. Provider shall be responsible for credits and collections relating to products purchased through Provider's account.

5.5 Sales Taxes. In all jurisdictions that permit or require a marketplace facilitator, marketplace provider, or other similar person to collect and remit sales, use, transaction privilege, gross receipts, excise or similar transaction taxes (collectively, "Sales Taxes"), Full Blown will collect and remit Sales Taxes to the appropriate taxing authority.

In all other jurisdictions, Provider shall be responsible to collect and remit Sales Taxes to the appropriate taxing authority. In such non-marketplace facilitator jurisdictions, Provider agrees that Provider will indemnify Full Blown for all Sales Tax, interest, and penalties asserted against Full Blown by a taxing authority with respect to Provider's sales, as well as for reasonable costs to defend against such assertions.

In all jurisdictions, Provider agrees that Provider will indemnify and hold harmless Full Blown from all losses related to false claims, qui tam, and class action lawsuits with respect to Provider's sales that may arise in such jurisdictions and that relate to the correct taxability of an item or the correct tax rate.

6. PATIENT SUPPORT.

6.1 Provider Responsibility. Provider shall be responsible for recommending particular products for use by the patient, including how much, how often, and for how long such products should be used. Provider will be responsible for tracking protocol compliance on the part of patients.

6.2 Physician Therapeutics' Responsibility. Physician Therapeutics' shall be responsible for providing customer service for patients ordering products from Provider's Webpage, as said service relates to informing patients of product specifications, shipment status, return authorizations, product promotions, and similar matters.

6.3 Communications. Throughout each business day, on a necessary and appropriate basis (and in real time, if required), each party will keep the other informed of the support provided to patients.

7. TERM AND TERMINATION.

7.1. Term. This Agreement shall have an initial term of one (1) year from the Effective Date (the "Initial Term"); thereafter, this Agreement may be renewed for additional terms of one (1) year (each, a "Renewal Term" and, together with the Initial Term, the "Term") and shall be considered automatically so renewed if neither party has given the other written notice of intention to terminate this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term.

7.2. Termination for Cause. Either party may terminate this Agreement upon a material breach of this Agreement by the other party (or, in the case of a breach by Provider, the breach of an applicable Full Blown or Physician Therapeutics' policy), if such breach remains uncured for thirty (30) days following written notice to the breaching party.

7.3. Termination without Cause. Either party may terminate this Agreement, at any time, without cause, by giving at least ninety (90) days' prior written notice to the other party.

7.4. Effect of Termination.

7.4.1 Removal of Name and logo. Upon the termination of this Agreement for any reason, Full Blown shall promptly remove Provider's name and logo from the Webpage and shall use commercially reasonable efforts to remove any references to Provider's name and logo from Full Blown' website.

7.4.2 Termination of Licenses. Upon termination of this Agreement for any reason, any license granted hereunder shall terminate.

7.4.3 Survival. Sections 10, 11, 12, and 13 shall survive any termination or expiration of this Agreement.

8. FULL BLOWN WARRANTIES.

8.1. Work Product Warranties. Full Blown represents and warrants to Provider that the Software, the Webpage, and Full Blown-made changes to the Webpage do not and will not (a) infringe on the intellectual property rights of any third party or (b) violate any law or regulation.

8.2. Support and Maintenance Warranties. Full Blown further represents and warrants to Provider that, at all times during which Full Blown provides web-hosting services pursuant to Section 3 of this Agreement, it will use commercially reasonable efforts to ensure the following:

8.2.1. Availability of the Webpage. The Webpage will be publicly available to users a minimum of ninety-five percent (95%) of the time, seven (7) days per week, twenty-four (24) hours per day. Customer Service will be available during business hours, Monday through Friday, 9:00 am – 5:00 pm (Pacific Time).

8.2.2. Bandwidth of Full Blown's Website. The Full Blown website's connection to the Internet shall be sufficient to provide accessibility commensurate with that expected by the consuming public and of a grade equal to that provided by similar sites. The goal shall be to prevent any user delays from accessing Provider's Webpage, subject to Internet-related delays that are not within Full Blown' control.

8.2.3. Security of Full Blown's Website. Full Blown shall prevent unauthorized access to any shadow site of its website, other restricted areas of its website, and any databases or other sensitive material generated from or used in conjunction with its website, provided, however, that Provider understands and acknowledges that Full Blown shall not be held responsible for the effects of malicious hacking or other concerted criminal and illegal activities on the part of third parties in relation hereto.

9. PROVIDER WARRANTIES.

Provider represents and warrants that Provider will not use any advertising material with respect to the products available on Provider's Webpage that: (a) infringes any intellectual property right of any third party, (b) is false or provides a misleading statement of material fact or (c) violates any law or regulation.

10. OWNERSHIP.

10.1. Ownership of the Website. Provider acknowledges and agrees that Full Blown owns the Software and all of the computer code on, and relating to, Full Blown' website.

10.2. Ownership of Content. All content contributed by Full Blown shall be owned by Full Blown. Provider acknowledges and agrees that any content used on Provider's Webpage shall at all times remain the property of Full Blown (or its licensor). Provider shall have no rights in such content, other than the limited right to use such content for the purposes expressly set forth in this Agreement.

11. INDEMNIFICATION.

11.1. Full Blown Indemnification. Full Blown shall defend and hold harmless Provider against any third party claim, action, suit or proceeding (each, a "Claim") (a) arising from any breach of this Agreement by Full Blown, (b) arising from the negligent acts or omissions or the willful misconduct of Full Blown or (c) alleging product liability or other Claim relating to the integrity of a Full Blown product. Full Blown shall indemnify Provider for losses, damages, liabilities and reasonable expenses (including, without limitation, reasonable attorneys' fees) and costs incurred by Provider in defending against any such Claim.

11.2. Provider Indemnification. Provider shall defend and hold harmless Full Blown and Physician Therapeutics' against any Claim (a) arising from any breach of this Agreement by Provider or (b) arising from the negligent acts or omissions or the willful misconduct of Provider. Provider shall indemnify Full Blown for losses, damages, liabilities and reasonable

expenses (including, without limitation, reasonable attorneys' fees) and costs incurred by Full Blown in defending against any such Claim.

11.3. Mechanics of Indemnification. The indemnified party's obligations are conditioned upon the indemnified party: (a) giving the indemnifying party prompt written notice of any Claim for which the indemnified party is seeking indemnity; (b) granting control of the defense and settlement of such Claim to the indemnifying party; and (c) reasonably cooperating with the indemnifying party at the indemnifying party's expense.

12. CONFIDENTIAL INFORMATION.

Each party shall hold the Confidential Information of the other party in confidence and shall not (i) disclose the other party's Confidential Information to third parties or (ii) use the other party's Confidential Information for any purpose other than the purposes of this Agreement. Such restrictions shall not apply to information which (a) is already known by the recipient; (b) becomes, through no act or fault of the recipient, publicly known; (c) is received by the recipient from a third party without a restriction on disclosure or use; or (d) is independently developed by the recipient without reference to the other party's Confidential Information.

13. LIMITATION ON LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS OR BUSINESS OPPORTUNITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. EXCLUSIVITY; NON-COMPETITION.

Provider acknowledges that Full Blown is in the business of developing its own website and of providing associated services on a commercial basis and that, accordingly, Full Blown has developed, and will continue to develop, webpages for other parties whom Provider may consider competitive to Provider's business. Provider agrees that Full Blown shall continue to be free to develop webpages for other clients. Full Blown shall not share with its other clients any identifiable data pertaining to Provider's Webpage.

15. COMPLIANCE WITH LAWS.

Each party shall perform its respective obligations under this Agreement in compliance with the applicable laws of the jurisdictions in which this Agreement is intended to be performed.

16. GENERAL PROVISIONS.

16.1. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law principles.

In the event that any dispute arises under this Agreement, the parties agree that proceedings will take place exclusively in the County of Los Angeles, State of California.

16.2. Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. A waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

16.3. Independent Contractors. The parties to this Agreement are independent contractors and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except as contemplated by the obligations of each party under this Agreement, neither party shall have the power to obligate or bind the other party. Personnel supplied by Full Blown shall work exclusively for Full Blown and shall not, for any purpose, be considered employees or agents of Provider.

16.4. Entire Agreement; Amendment. This Agreement, including any exhibits attached hereto and the provisions referenced in such Exhibits, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Any amendments or changes to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this FULL BLOWN ONLINE™ WEBPAGE AGREEMENT – RESALE STORE, effective as of the Effective Date.

By clicking “Accept”, I acknowledge that I have read and I accept these Terms and Conditions.

EXHIBIT A

HIPAA Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (this “Business Associate Agreement”) between **Provider** (“Provider” or “Covered Entity”) and **Full Blown, Inc.**, a DBA with offices at 28801 Shadow Valley Ln. Saugus, CA 91390 (“Full Blown” or “Business Associate”) is effective as of the same date as the effective date of that certain FULL BLOWN ONLINE™ WEBPAGE AGREEMENT – RESALE ESTORE between Provider and Full Blown (the “Effective Date”).

WHEREAS, Provider is disclosing and/or making available certain data, which may include Protected Health Information as that term is defined in 45 C.F.R. § 160.103, to Full Blown;

WHEREAS, Provider has requested that Full Blown enter into a business associate agreement;

WHEREAS, Full Blown is willing, given its commitment to privacy and security protections, to sign a business associate agreement with Provider;

WHEREAS, Provider is or may be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and privacy and security regulations promulgated

thereunder (45 C.F.R. Parts 160 and 164) (the "Privacy Regulations" and the "Security Regulations");

WHEREAS, Provider and Full Blown seek to comply with those provisions under Subtitle D (Privacy) of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") that apply to covered entities and business associates, respectively; and

WHEREAS, Full Blown shall use Provider's Protected Health Information as mutually agreed by the Parties ("the Activities");

NOW, THEREFORE, the parties agree as follows:

I. **Definitions.**

- A. *Catch-all definitions.* 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, 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.

B. *Specific definitions.*

1. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103 and, in reference to the party to this Agreement, shall mean Full Blown.
2. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103 and, in reference to the party to this Agreement, shall mean Provider.
3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

II. **Obligations and Activities of Business Associate.**

Business Associate agrees to:

- A. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;
- B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement;
- C. Report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware;
- D. In accordance with 45 C.F.R. §§ 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 Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

- E. Make available Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;
- F. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- H. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity 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 the HIPAA Rules.

III. Permitted Uses and Disclosures by Business Associate.

A. Business Associate may only use or disclose Protected Health Information as required to satisfy its obligations to perform the Activities or as otherwise permitted herein.

B. Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 C.F.R. § 164.514(a)-(c).

C. Business associate may use or disclose Protected Health Information as Required By Law (as that term is defined in 45 C.F.R. § 164.103).

D. Business Associate agrees to make uses and disclosures and requests for Protected Health Information, consistent with the Minimum Necessary requirement, as applicable.

E. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below in paragraphs F, G, and H of this Section III ("Permitted Uses and Disclosures").

F. Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

G. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

H. Business Associate may perform Data Aggregation activities relating to the Health Care Operations of Covered Entity.

IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

A. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

B. Covered Entity shall notify Business Associate 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 Business Associate's use or disclosure of Protected Health Information.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, provided, however, that this restriction shall not apply for uses or disclosures of Protected Health Information for Data Aggregation activities performed by Business Associate or for the management and administration and legal responsibilities of Business Associate.

VI. **Term and Termination.**

A. *Term.* The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when Business Associate has completed performance of the Activities or when either party terminates for cause as authorized in paragraph B of this Section VI ("Term and Termination"), whichever is sooner.

B. *Termination for Cause.* Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Agreement and Business Associate has not cured the violation or ended the violation within the time reasonably specified by Covered Entity. Covered Entity likewise authorizes termination of this Agreement by Business Associate, if Business Associate determines Covered Entity has violated a material term of this Agreement and Covered Entity has not cured the violation or ended the violation within the time reasonably specified by Business Associate.

C. *Obligations of Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
4. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraphs F, G, and H of Section III ("Permitted Uses and Disclosures"), which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

D. *Survival*. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VII. **Miscellaneous.**

- A. *Regulatory References*. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- B. *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 the HIPAA Rules and any other applicable law.
- C. *Interpretation*. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- D. *Notices*. All notices required or permitted by this Agreement shall be in writing and shall be directed to the appropriate party at its address set forth above or such other address as a party may, from time to time, designate by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement, effective as of the Effective Date.

By checking "I Accept", I acknowledge that I have read and I accept this HIPAA Business Associate Agreement.