

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into as of the date it is fully executed ("**Effective Date**") _____ between _____ ("**Covered Entity**") for itself and its Affiliates, and **Siddhey LLC** ("**Business Associate**") for itself and its Affiliates. "**Affiliates**" as applied to any particular entity, means sales representatives, distributors, and those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity. For purposes of this Agreement, the term "Covered Entity" shall include Covered Entity Affiliates and the term "Business Associate" shall include Business Associate Affiliates, unless the specific context requires a distinction to be made. Business Associate and Covered Entity may be referred to hereinafter as a "Party," or collectively, the "Parties." The Parties hereby agree to the following terms and conditions.

RECITALS

WHEREAS, the Parties desire to enter into this Agreement in order to comply with the privacy regulations ("Privacy Rule") and security regulations ("Security Rule") adopted by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. Parts 160 and 164, as promulgated by HHS in accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"); the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," (collectively, the "**HIPAA Requirements**"); and the Federal Confidentiality of Substance Use Disorder Patient Records law, at 42 C.F.R. Part 2 ("**Part 2**");

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, one or more agreements, transactions or other arrangements (collectively, the "**Services Arrangements**") pursuant to which Business Associate provides certain services or functions to or on behalf of Covered Entity, and, in connection with those services or functions, may use, disclose, access, create, receive, maintain, or transmit Protected Health Information (as defined in Section 1) on behalf of Covered Entity (collectively, the "**Services**");

WHEREAS, in connection with these Services, Business Associate meets the definition of a "Business Associate" as defined by 45 C.F.R. Section 160.103; and

WHEREAS, the Parties desire to enter into this Agreement in order to ensure that Covered Entity receives adequate and satisfactory assurances from Business Associate that Business Associate and its Subcontractors (as defined below) will comply with all applicable obligations under the HIPAA Requirements and Part 2.



NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

Unless otherwise provided in this Agreement, all capitalized terms in the Agreement will have the definition given or meaning set forth in the HIPAA Requirements. References to Protected Health Information (hereinafter **"PHI"**) shall be construed to include Electronic Protected Health Information, and references to PHI shall mean only the PHI that Business Associate uses, discloses, accesses, creates, receives, maintains and/or transmits for or on behalf of Covered Entity to perform the Services. The Parties hereby acknowledge that the definition of PHI includes Genetic Information, as defined at 45 C.F.R. §160.103.

2. Obligations of Business Associate.

- A. Compliance with Laws. Business Associate shall only use, disclose, access, create, receive, maintain, and/or transmit PHI in compliance with this Agreement and the HIPAA Requirements. Business Associate agrees to comply with applicable federal and state laws, including but not limited to the HIPAA Requirements.
- B. Business Associate Agreements with Subcontractors. If Business Associate subcontracts any portion of the Services to any Agent or Subcontractor, as those terms are defined or otherwise used in the HIPAA Requirements (hereinafter referred to individually as a **"Subcontractor"** or collectively as **"Subcontractors"**), prior to any Subcontractor using, disclosing, accessing, creating, receiving, maintaining, or transmitting any PHI, Business Associate shall require such Subcontractor to agree in writing to the business associate agreement restrictions and conditions set forth in the HIPAA Requirements, including but not limited to the implementation specifications of 45 C.F.R. §§164.314, 164.410, 164.502, and 164.504(e). Business Associate shall ensure that any Subcontractor that uses, discloses, accesses, creates, receives, maintains or transmits PHI agrees to substantially the same restrictions and conditions that apply to Business Associate with respect to such information.
- C. Use of PHI. Except as otherwise permitted by the HIPAA Requirements or as Required by Law, Business Associate shall only use PHI in compliance with the Services Arrangements and this Agreement. In accordance with the foregoing, Business Associate may use PHI (i) to perform the Services, (ii) as necessary for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that such uses are permitted under federal and applicable state law, (iii) as Required by Law, and (iv) for Data Aggregation purposes relating to the health care operations of Covered Entity.



- D. Disclosure of PHI. Except as otherwise permitted by the HIPAA Requirements or as Required by Law, Business Associate shall only disclose PHI in compliance with the Services Arrangements and this Agreement. In accordance with the foregoing, Business Associate may disclose PHI (i) to perform the Services, (ii) as Required by Law, (iii) for Data Aggregation purposes relating to the health care operations of Covered Entity, and (iv) as necessary for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that such disclosures are either Required By Law or provided that prior to any such disclosure, Business Associate: (a) obtains reasonable written assurances from the third party, including any Subcontractor, to whom the PHI is disclosed that the third party will hold such PHI confidentially and will use or disclose such PHI only as Required by Law or for the purpose(s) for which the PHI was disclosed to the third party; and (b) requires the third party, including any Subcontractor, to agree to notify the Business Associate promptly, but in no event later than five (5) business days, following any instance of which such third party is aware that PHI has been used or disclosed for a purpose that is not permitted by this Agreement or the HIPAA Requirements. Business Associate further agrees that any disclosures of PHI made by Business Associate to any third party, including Subcontractors, shall comply with the HIPAA Requirements.
- E. Report of Unauthorized Uses or Disclosures of PHI. Business Associate shall: (1) report to Covered Entity any use or disclosure of PHI not permitted by this Agreement or the HIPAA Requirements, such report to be made within five (5) business days of Business Associate becoming aware of such misuse or inappropriate disclosure; (2) mitigate, to the extent practical, any harmful effect that is known or reasonably foreseeable to Business Associate and is the result of a use or disclosure of PHI by Business Associate or any Subcontractor in violation of the Agreement, the HIPAA Requirements or other applicable law.
- F. De-identification of PHI. Except in order to perform the Services or as otherwise may be permitted by the Services Arrangements or this Agreement, Business Associate shall not deidentify PHI without the prior written consent of Covered Entity. Any de-identification of PHI by Business Associate shall be in accordance with 45 C.F.R. §164.514(b)(2), and in no event shall Business Associate commercialize or sell de-identified PHI.
- G. Safeguards by Business Associate and Subcontractors. Business Associate represents and warrants that it has adopted, implemented and shall continue to maintain, for so long as Business Associate has access to, maintains, uses or discloses PHI, adequate and appropriate safeguards to: (i) protect the confidentiality and security of PHI, and (ii) prevent the use or disclosure of PHI other than as provided for by this Agreement, the HIPAA Requirements and other applicable law. Business Associate's administrative, physical and technical safeguards protecting PHI shall comply with applicable law, the HIPAA Security Rule, and HHS technical guidance. Business Associate shall ensure that each Subcontractor has implemented the Security Rule to protect the confidentiality, integrity, and availability of the PHI that it uses, discloses, creates, receives, maintains and/or transmits on behalf of Business Associate and/or Covered Entity.



- H. Minimum Necessary. Business Associate shall limit its uses and disclosures of PHI and requests for PHI from Covered Entity to the “Minimum Necessary,” that is, Business Associate shall only use and further disclose PHI and request PHI from Covered Entity as permitted by this Agreement and the HIPAA Requirements (including but not limited to the minimum necessary standard set forth at 45 C.F.R. §164.502(b)), to accomplish the intended purpose of such use, disclosure, or request to use or disclose.
- I. Business Associate to Carry Out Covered Entity Obligations. To the extent Business Associate is to carry out Covered Entity’s obligation under 45 C.F.R. § 164 Subpart E, Business Associate shall comply with the requirements of 45 C.F.R. § 164 Subpart E that apply to the Covered Entity in the performance of such obligation.

3. 42 C.F.R. Part 2 Responsibilities.

- A. Compliance with Part 2. If Business Associate does not receive patient identifying information that is protected by Part 2 (“**Part 2 Information**”), the obligations in this Section 3 will not apply. To the extent that in performing its Services for or on behalf of Covered Entity, Business Associate receives, stores, uses, processes, discloses, maintains, transmits or otherwise deals with Part 2 Information, Business Associate acknowledges and agrees that for the purpose of such federal law it: (i) is fully bound by Part 2; (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by Part 2; (iii) will implement appropriate safeguards to prevent unauthorized uses and disclosures consistent with its obligations in Section 2.G; (iv) will limit its requests, uses and disclosures of Part 2 Information to the minimum amount necessary to carry out the Services consistent with its obligations in Section 2.H; and (v) will report any unauthorized uses, disclosures, or breaches of Part 2 Information to Covered Entity consistent with its obligations in Section 2.E. Business Associate further acknowledges and agrees that this Agreement constitutes Business Associate’s receipt of the prohibition on re-disclosure notice that “42 CFR part 2 prohibits unauthorized disclosure of these records.”
- B. Subcontractors. Business Associate will only re-disclose Part 2 Information without patient consent to a Subcontractor if: (i) the Part 2 Information is necessary for Subcontractor to assist Business Associate with providing the Services; (ii) the Subcontractor agrees to the same obligations set forth in this Section 3 with respect to the Part 2 Information; and (iii) subcontractor only further discloses the Part 2 Information back to Business Associate or Covered Entity, unless otherwise permitted by Part 2. Business Associate is responsible for providing Subcontractors with the re-disclosure notice, if the re-disclosure notice is required by Part 2.
- C. Survival. This Section 3 will survive the expiration or termination of this Agreement and will remain in effect for so long as Business Associate or its Subcontractor maintains Part 2 Information.



4. Individual Rights.

- A. Individual Right to Copy or Amend PHI in the Designated Record Set. Business Associate shall promptly take all actions necessary for Covered Entity to comply with 45 C.F.R. §§164.524 and 164.526, including but not limited to providing Covered Entity timely access to PHI in a Designated Record Set and making any amendment(s) to PHI in a Designated Record Set as requested and directed by Covered Entity. Business Associate shall promptly provide any request it (or its Subcontractors) receives from an Individual for access or amendment under such regulations to Covered Entity, unless otherwise required or permitted by the Services Arrangements.
- B. Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an Accounting of Disclosures of PHI in accordance with 45 C.F.R. §164.528, and to make this information available to Covered Entity within fifteen (15) days of Covered Entity's request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall be provided for as long as Business Associate maintains the PHI. If an Individual requests an Accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within ten (10) business days of Business Associate's receipt of the Individual's request. Business Associate shall provide to Covered Entity, or the Individual, in the time and manner designated by Covered Entity, information collected in accordance with this Section, to permit Covered Entity to respond to a request by an Individual for an Accounting of Disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate will not provide an Accounting of its Disclosures directly to any Individual without the written authorization of Covered Entity.

5. Audit of Internal Practices, Policies and Procedures.

- A. Except as otherwise specified herein, Business Associate shall make available information regarding Business Associate's internal practices, policies and procedures relating to the use and disclosure of PHI to HHS or its authorized agents for the purpose of determining Covered Entity's and/or Business Associate's compliance with the HIPAA Requirements. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by HHS or its authorized agents. To the extent permitted by law, Business Associate shall promptly notify Covered Entity in writing prior to responding to requests for such information received from HHS or its authorized agents.
- B. Without limiting any other audit rights of Covered Entity, Covered Entity shall have the right to review Business Associate's data privacy and information security program prior to the commencement of Services and from time to time during the term of the Services Arrangements. Upon request by Covered Entity but no more than once per calendar year, Business Associate agrees to complete, within forty-five (45) days of receipt, an audit



questionnaire provided by Covered Entity or its designee, regarding Business Associate's data privacy and information security program. Additionally, upon sixty (60) days of receipt of written request, Business Associate also agrees to supply copies of available independent third-party Service Organization Control ("SOC") Reports, HITRUST Reports, or equivalent covering design and operating effectiveness of controls applicable to the Services Arrangements.

6. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, upon receiving notice from Covered Entity of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI.
7. Security Incidents. Business Associate agrees to report to Covered Entity any Security Incident of which Business Associate becomes aware, as follows:
 - A. Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings, port scans and other unsuccessful, unauthorized attempts to access, use, disclose, modify or destroy PHI that do not penetrate Business Associate's information systems or otherwise interfere with or cause harm to its system operations. Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such attempted but unsuccessful Security Incidents is required. However, to the extent that Business Associate becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party.
 - B. Successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system shall be reported to Covered Entity without unreasonable delay and in no case later than three (3) business days.
8. Breaches of Unsecured PHI. Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information (as defined in the Breach Notification Regulations, 45 C.F.R. §164.402) involving Covered Entity PHI (each a "HIPAA Breach"), without unreasonable delay and in no case later than five (5) business days of the date Business Associate discovers the HIPAA Breach, and shall provide Covered Entity with all information required by 45 C.F.R. §164.410 that Business Associate has or may obtain without unreasonable difficulty. Business Associate will provide such information to Covered Entity in the manner required by the Breach Notification Regulations, and as promptly as is possible. Business Associate will reimburse Covered Entity for any reasonable expenses, including attorney's fees, Covered Entity incurs in notifying Individuals or applicable governmental entities of Business Associate's or its Subcontractor's HIPAA Breach, and for all reasonable expenses Covered Entity incurs in mitigating harm to those Individuals and Covered Entity. This Section shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate or its Subcontractor maintains PHI.



9. Data Breach Notification and Mitigation Under State Law. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of information accessed, maintained, created, transmitted, used or disclosed on behalf of Covered Entity (including, but not limited to, PHI and referred to in this Section 9 as “Protected Information”) that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach laws to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Protected Information is lost, stolen, used or disclosed in violation of one or more State data breach laws (each a “**State Breach**”), Business Associate shall promptly:
- (i) notify Covered Entity without unreasonable delay and in no case later than five (5) business days (or such shorter time frame as required by applicable State law) of any State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Agency (or their respective agents); (iv) comply with Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by any State Breach; and (v) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents). Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying affected individuals or applicable governmental entities of Business Associate’s or its Subcontractor’s State Breach, and for all reasonable expenses Covered Entity incurs in mitigating harm to those Individuals and Covered Entity. This Section shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate or its Subcontractor maintains Protected Information.
10. Term and Termination.
- A. Term. This Agreement shall be effective as of the Effective Date and shall be terminated concurrently with the termination of the Services Arrangements, or as otherwise provided in this Agreement.
- B. Termination for Breach. Either Party may terminate this Agreement and the Service Arrangements (the “Terminating Party”) upon written notice to the other Party (the “Terminated Party”) if the Terminating Party determines that the Terminated Party has breached a material term of this Agreement. The Terminating Party will provide the Terminated Party with written notice of the breach of this Agreement and afford the Terminated Party the opportunity to cure the breach to the satisfaction of the Terminating Party within thirty (30) days of the date of such notice. If the Terminated Party fails to timely cure the breach, as determined by the Terminating Party in its sole discretion, the Terminating Party may terminate this Agreement and the Services Arrangements.



- C. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy, as directed by Covered Entity, all PHI received from, or accessed, maintained, used, disclosed and/or transmitted for or on behalf of, Covered Entity by Business Associate (or its Subcontractors). If Business Associate reasonably determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.
11. Indemnification. Notwithstanding any disclaimers, limitations of liability, and/or damage exclusions contained in the Services Arrangements, or any other contractual arrangement entered into by the parties and in addition to any indemnity obligation set forth in the Services Arrangements, or any other contractual arrangement entered into by the parties, Business Associate shall defend, indemnify, and hold harmless Covered Entity, its direct and indirect parents and Affiliates, and their respective successors, assigns, directors, officers, agents, and employees (collectively, "Indemnitee(s)") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, awards, settlements, or judgments (each, a "**Claim**," and collectively, the "**Claims**"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or resulting from the breach or alleged breach by Business Associate or its Subcontractors of any representations, warranties, obligations, terms, or covenants or other requirements contained in this Agreement, a HIPAA Breach, or a State Breach.
12. Mitigation. If Business Associate violates this Agreement or the HIPAA Requirements, Business Associate shall promptly mitigate any damage caused by such violation or breach; provided, however, that Business Associate admits no negligence or fault by Covered Entity as part of its mitigation efforts.
13. Rights of Proprietary Information. Covered Entity retains any and all rights to the PHI it releases to Business Associate.
14. Data to Remain in United States. Business Associate represents and warrants that in no event shall PHI be stored, processed or otherwise maintained by Business Associate or its Subcontractors outside the United States and its territories (the "U.S."). Business Associate further agrees to use commercially reasonable efforts to prevent the transmission of PHI via a method or through use of a medium that is likely to result in such PHI being sent outside the U.S., regardless of the length of time (or lack thereof) such information may be outside the U.S.



15. Miscellaneous.

- A. Survival. Except as set forth in specific Sections of this Agreement, the respective rights and obligations of the Parties under this Agreement shall survive the termination of this Agreement and shall continue for so long as Business Associate, or its Subcontractors maintain PHI.
- B. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary to comply with the HIPAA Requirements.
- C. Choice of Law, Venue, and Waiver of Jury Trial. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Arizona without regard to applicable conflict of laws or principles. Venue for any action concerning this Agreement shall be in the state or federal court having jurisdiction over Maricopa County, Arizona. THE PARTIES KNOWING, UNCONDITIONALLY, AND ABSOLUTELY WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING FROM THIS AGREEMENT.
- D. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies.
- E. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties. The Parties explicitly agree that Business Associate is an independent contractor of Covered Entity, and not an agent of Covered Entity.
- F. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- G. Equitable Relief. Any use or disclosure of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining



and enjoining Business Associate from any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

- H. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- I. No Third-Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
- J. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.
- K. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, addendums, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof.
- L. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Requirements. The provisions of this Agreement shall prevail over the provisions of the Services Arrangements and any other agreement or addendum that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Requirements.
- M. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.
- N. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the

same force and effect as physical execution and delivery of the paper document bearing the original signature.

- O. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Associate:

Siddhey LLC

215 E. Warm Springs Rd,

Suite 108

LAS VEGAS, NV 89119

Chinmay Chauhan <ChinmayC@siddhey.com>

If to Covered Entity:

Email:

Executed on the dates set forth below by the undersigned authorized representatives of Covered Entity and Business Associate.

COVERED ENTITY

Signature: _____

Name/Title: _____

Date Signed: ____ / ____ / ____

BUSINESS ASSOCIATE

Signature: _____

Name/Title: Chinmay Chauhan / Managing Member

Date Signed: ____ / ____ / ____