



Business Associate Agreement

This HIPAA Business Associate Agreement ("Agreement") is entered into by and between the Business Associate **Skynet Technologies USA LLC**, having its principal place of business at **3265 Summitrun Drive, Independence, KY, 41051, USA** ("Skynet Technologies USA LLC"), and **Covered Entity** (collectively referred to as the "Parties").

1. BACKGROUND

Covered Entity and Skynet Technologies USA LLC have entered into an agreement whereby Skynet Technologies USA LLC may have access to, use, or disclose Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including the Privacy Rule (45 C.F.R. Parts 160 and 164) and the Security Rule (45 C.F.R. Parts 160, 162, and 164) (collectively, "HIPAA Rules"), in connection with the services provided by Skynet Technologies USA LLC to Covered Entity ("Services").

In accordance with the HIPAA Rules, Covered Entity is a "covered entity" and Skynet Technologies USA LLC is a "business associate" as defined under HIPAA.

The Parties desire to comply with the requirements of HIPAA and to protect the privacy and security of PHI in accordance with the HIPAA Rules.

2. TERMS AND CONDITIONS

1. Definitions

1.1. "PHI" shall have the meaning given to it under the HIPAA Rules and shall include, without limitation, any information that is created, received, maintained, or transmitted by Skynet Technologies USA LLC on behalf of Covered Entity in connection with the Services.

1.2. "Electronic Protected Health Information" or "ePHI" shall have the meaning given to it under the HIPAA Rules and shall include PHI that is transmitted or maintained in electronic form.

1.3. "Designated Record Set" shall have the meaning given to it under the HIPAA Rules and shall include, without limitation, any group of records maintained by or for Covered Entity that is used, in whole or in part, to make decisions about individuals.



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1.4. "Breach" shall have the meaning given to it under the HIPAA Rules and shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted by the HIPAA Rules, which compromises the security or privacy of the PHI.

1.5. "Security Incident" shall have the meaning given to it under the HIPAA Rules and shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Obligations of Skynet Technologies USA LLC

2.1. Use and Disclosure of PHI: Skynet Technologies USA LLC shall not use or disclose PHI, except as necessary to perform the Services or as otherwise required by law. Skynet Technologies USA LLC shall comply with the requirements of the HIPAA Rules with respect to the use and disclosure of PHI, including, without limitation, the minimum necessary standard.

2.2. Safeguards: Skynet Technologies USA LLC shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement. Such safeguards shall comply with the requirements of the HIPAA Rules, including, without limitation, the Security Rule.

2.3. Reporting of Breaches and Security Incidents: Skynet Technologies USA LLC shall report to Covered Entity any Breach or Security Incident of which it becomes aware without unreasonable delay, but in no event later than 72 hours after discovery of the Breach or Security Incident. Such report shall include, without limitation:

- (a) a description of the Breach or Security Incident, including the nature of the PHI involved;
- (b) the date of the Breach or Security Incident;
- (c) the type of Breach or Security Incident;
- (d) any actions taken to mitigate;
- (e) any additional information reasonably requested by Covered Entity.

2.4. Access to PHI: Skynet Technologies USA LLC shall provide access to PHI to Covered Entity or an individual as required by the HIPAA Rules within the timeframes and in the manner specified by the HIPAA Rules.

2.5. Amendments to PHI: Skynet Technologies USA LLC shall make amendments to PHI as requested by Covered Entity or an individual as required by the HIPAA Rules within the timeframes and in the manner specified.



2.6. Accounting of Disclosures: Skynet Technologies USA LLC shall document and provide an accounting of disclosures of PHI as required by the HIPAA Rules.

2.7. Subcontractors: If Skynet Technologies USA LLC engages subcontractors to perform any services involving PHI, Skynet Technologies USA LLC shall enter into written agreements with such subcontractors that comply with the HIPAA Rules.

2.8. Security Controls: Skynet Technologies USA LLC shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect ePHI in accordance with the Security Rule.

2.9. Reporting Security Incidents: Skynet Technologies USA LLC shall promptly report to Covered Entity any Security Incident of which it becomes aware, including unauthorized access or disclosure of ePHI.

2.10. Compliance with HIPAA Rules: Skynet Technologies USA LLC shall comply with all applicable HIPAA Rules, including the Privacy Rule, Security Rule, and Breach Notification Rule.

3. Obligations of Covered Entity

3.1. Notice of Privacy Practices: Covered Entity shall provide Skynet Technologies USA LLC with its current notice of privacy practices and any updates.

3.2. Changes to Authorization or Permission: Covered Entity shall notify Skynet Technologies USA LLC of any changes in, or revocation of, permission to use or disclose PHI.

3.3. Restrictions on Use or Disclosure: Covered Entity shall notify Skynet Technologies USA LLC of any PHI restrictions it has agreed to or is required to abide by.

3.4. Compliance with HIPAA Rules: Covered Entity shall comply with all HIPAA Rules applicable to its use and disclosure of PHI.



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4. Term and Termination

4.1. Term: This Agreement is effective as of the execution date and shall remain in effect until terminated by either Party.

4.2. Termination for Convenience: Either Party may terminate this Agreement with written notice.

4.3. Termination for Breach: Either Party may terminate this Agreement for material breach, with written notice, unless the breach is cured within the specified time.

4.4. Obligations Upon Termination: Upon termination, Skynet Technologies USA LLC shall return or destroy all PHI in its possession or control, and provide a written certification of such within 30 days.

5. Miscellaneous

5.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding HIPAA compliance and supersedes prior agreements.

5.2. Amendments: Any amendments must be in writing and signed by both Parties.

5.3. No Third-Party Beneficiaries: This Agreement is solely for the benefit of the Parties and their successors and assigns.

5.4. Governing Law: This Agreement shall be governed by the laws of the state in which the Covered Entity resides.

5.5. Survival: All terms that by their nature should survive termination shall remain in effect.

5.6. Waiver: Waiver of any breach shall not constitute waiver of other or future breaches.

5.7. Severability: If any part of this Agreement is found invalid, the remaining sections shall continue in effect.

5.8. Counterparts: This Agreement may be executed in counterparts, all of which together shall constitute one agreement.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Covered Entity

Signature: _____

Name:

Title:

Date:

Skynet Technologies USA LLC

Address: 3265 Summitrun Drive, Independence, KY, 41051, USA

Signature: _____

Name:

Title:

Date: