

# Business Associate Agreement (BAA)

---

Date of Policy: August 6, 2025

## BUSINESS ASSOCIATE AGREEMENT (BAA)

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is entered into by and between Whadata AI, Inc., a company incorporated under the laws of New York (“Business Associate”) and the client who has entered a Terms of Service Agreement (the “Agreement”) with the Business Associate (“Covered Entity”), in accordance with the meaning given to these terms at 45 CFR §164.501. This BAA applies to the processing carried out by the Business Associate on behalf of the Covered Entity. Covered Entity and Business Associate are each a “Party” and collectively the “Parties.”

## BACKGROUND

1. Covered Entity is either a “covered entity” or a “business associate” of a covered entity as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and related regulations (collectively, “HIPAA”). As such, Covered Entity is required to comply with the provisions governing the confidentiality, privacy, and security of Protected Health Information (PHI).
2. The Parties have entered into one or more agreements under which Business Associate provides certain specified services to Covered Entity (collectively, the “Agreement”).
3. In providing services pursuant to the Agreement, Business Associate may have access to PHI.
4. By providing the services, Business Associate will become a “business associate” of Covered Entity as defined under HIPAA.
5. Both Parties intend to protect the privacy and security of PHI disclosed to Business Associate and comply with all applicable federal and state laws and regulations governing

the confidentiality and privacy of PHI, including the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164 (the "Privacy Rule") and the Security Standards for the Protection of Electronic PHI at 45 CFR Part 160 and Part 164 (the "Security Rule").

## AGREEMENT

### 1. Definitions

Unless otherwise defined in this BAA, terms used have the same meaning as set forth in HIPAA and its implementing regulations.

### 2. Permitted Uses and Disclosures of PHI

A. Business Associate may only use or disclose PHI as necessary to provide the services set forth in the Agreement and as permitted or required by this BAA or by law.

B. Business Associate may use PHI for internal management or legal responsibilities and may disclose PHI if required by law or if it obtains assurances from third parties to protect PHI confidentiality.

C. Business Associate agrees to use the minimum necessary PHI to accomplish intended purposes.

D. Business Associate may de-identify PHI in accordance with 45 CFR §164.514(a)-(c). Once de-identified, PHI is no longer subject to this BAA.

### 3. Safeguards

A. Business Associate will implement appropriate administrative, physical, and technical safeguards to protect PHI.

B. Business Associate will comply with the Security Rule to protect Electronic PHI.

### 4. Reporting of Unauthorized Use or Disclosure

A. Business Associate will report to Covered Entity any unauthorized use or disclosure of PHI.

B. Security Incidents involving PHI will be reported as well, including aggregate reports of unsuccessful attempts.

## 5. Breach Notification

Business Associate will notify Covered Entity within seven (7) calendar days of any breach of Unsecured PHI as defined by HIPAA.

## 6. Mitigation

Business Associate will mitigate harmful effects of unauthorized disclosures of PHI where practicable.

## 7. Subcontractors and Agents

Business Associate will ensure that all subcontractors and agents comply with the same restrictions and conditions regarding PHI.

## 8. Access to PHI

Business Associate will make PHI available within ten (10) business days of a Covered Entity's request in order to comply with 45 CFR §164.524.

## 9. Amendment of PHI

Upon request, Business Associate will amend PHI as directed by Covered Entity to comply with 45 CFR §164.526.

## 10. Accounting of Disclosures

Business Associate will document and provide an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

## 11. Availability of Books and Records

Business Associate will make internal practices, books, and records available to the Secretary of HHS for compliance evaluation.

## 12. Responsibilities of Covered Entity

Covered Entity agrees to notify Business Associate of any limitations in its privacy practices or changes in permissions regarding PHI use.

## 13. Data Ownership

All PHI remains the property of the Covered Entity. No ownership is transferred to Business Associate.

## 14. Term and Termination

A. This BAA is effective as of the date of the Agreement and continues until terminated.

B. Either party may terminate upon material breach if not cured within thirty (30) days.

C. Upon termination, Business Associate must return or destroy all PHI or continue to protect it if destruction is infeasible.

## 15. Primacy and Conflict

This BAA governs in case of any conflict with the Terms of Service relating to PHI handling.

## 16. No Third-Party Beneficiaries

This BAA creates no third-party beneficiary rights.

## 17. Regulatory References

All HIPAA regulatory references are to the version in effect at the time.

## 18. Notices

Notices shall be made in writing. If to Business Associate: support@whadata.com. If to Covered Entity: the email address provided in the Agreement.

## 19. Amendments and Waiver

This BAA may only be modified in writing. A waiver of one provision is not a waiver of any other.

## 20. International Use and Data Localization

The Parties acknowledge that Whadata AI, Inc. (“Business Associate”) operates primarily in the United States and processes Protected Health Information (“PHI”) on infrastructure hosted within the United States unless otherwise agreed in writing.

If the Covered Entity is subject to data residency, localization, or cross-border data transfer requirements under applicable law, the Covered Entity must notify the Business Associate in writing before transferring any PHI or initiating use of the Services.

Upon receiving such notice, the Business Associate will make reasonable efforts to:

1. Evaluate whether localized data hosting or regional processing options are available;
2. Enter into supplementary agreements or data transfer mechanisms, such as contractual safeguards or dedicated hosting arrangements, if feasible;
3. Assist in meeting the Covered Entity’s compliance obligations, provided such assistance does not conflict with U.S. laws or materially alter the cost or scope of services.

Unless explicitly agreed in writing, the Covered Entity consents to the processing of PHI in the United States and acknowledges that not all jurisdictions offer equivalent protections for PHI as those under U.S. law.

## 21. Enterprise Clients and Multi-User Environments

Where the Covered Entity is an organization with multiple authorized users, departments, or locations (“Enterprise Client”), the following additional terms apply:

1. The Covered Entity is responsible for ensuring that all authorized users under its control comply with the obligations of this BAA;
2. The Business Associate may rely on designated administrators or contacts appointed by the Covered Entity to coordinate access, configuration, or data-sharing decisions;
3. Role-based access control and audit logging features offered by the Business Associate are intended to support internal compliance but do not relieve the Covered Entity of its obligations under HIPAA or this BAA;

4. The Business Associate reserves the right to conduct usage audits to verify compliance with this Agreement where reasonably necessary, subject to confidentiality obligations.