

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made and entered into as of the Effective Date as set forth in the Quote between PrimePay, LLC ("PrimePay") and the employer ("Customer") for and on behalf of its employee benefit plan(s) (referred to individually and if applicable, collectively if Company is to provide services to more than one plan sponsored by the Customer, as the "Plan"). The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires the Plan to provide the Customer with this Business Associate Agreement and Privacy Notice.

RECITALS

The Plan, through the Customer as its fiduciary and Plan sponsor, has delegated certain administrative services to PrimePay in an Application and Benefits Administration Service Agreement (the "Agreement"); and PrimePay provides administrative services to employers and their health plans covered under 45 Code of Federal Regulations (CFR) 164.104 and the regulations codified at 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule") promulgated under the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"). Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule. All references to "HIPAA" and the "HIPAA Security and Privacy Rule" in this BAA are deemed to include all amendments to such law and such rule contained in the HITECH Act and any accompanying regulations, and any other subsequent amendments or regulations as may be enacted or adopted in the future.

As a result of services to be provided under the Agreement, PrimePay is a business associate of the Plan under HIPAA, and Customer and/or its employees and participants may provide to PrimePay individually identifiable health information on behalf of the Plan as defined in HIPAA ("Protected Health Information" or "PHI") in order for PrimePay to provide such services.

The Plan is required by HIPAA privacy regulations to maintain the privacy of certain health information about Plan participants that is created or received in administering the Plan ("PHI," as defined below). This BAA describes how the Plan may use and disclose PHI. This BAA applies only to the PHI used by or disclosed to PrimePay for purposes of medical expense reimbursements under the Plan. Plan participants should receive a different privacy notice from the insurer that provides group health insurance coverage for Customer employees. In addition, this BAA does not apply to health information that Customer may have in its employment records, such as sick leave documentation, or to doctors, hospitals or other health care providers, who may have different policies or notices regarding Plan participant health information.

NOW, THEREFORE, PrimePay and Customer, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, agree to the provisions of this BAA in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

AGREEMENT

I. DEFINITIONS

Except as otherwise defined below, all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this BAA and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this BAA are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this BAA shall control.

The term "Protected Health Information" or "PHI" means any information created or received by a health care provider, health plan, employer or health care clearinghouse that relates to the past, present or future physical or mental health or condition of a specific individual, or to the provision of health care, or payment for such health care, if that information identifies a specific individual or may reasonably be used to identify such individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

PrimePay acknowledges and agrees that all Protected Health Information that is created or received by Customer and disclosed or made available in any form to PrimePay, including paper record, oral communication, audio recording, and electronic display by Customer or its operating units to PrimePay or is created or received by PrimePay on Customer's behalf shall be subject to this BAA.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) PrimePay agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Customer is required to disclose such information or as otherwise permitted under this BAA, the Agreement (if consistent with this BAA and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Customer. All such uses and disclosures shall be subject to the limits set forth in 45 CFR §164.514 regarding limited data sets and 45 CFR §164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this BAA, the Agreement or any similar documentation of the business relationship of the Parties, whichever occurs first, if feasible, PrimePay will return or destroy all PHI received from or created or received by PrimePay on behalf of Customer that PrimePay still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, PrimePay will extend the protections of this BAA to such PHI and limit further uses

and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides PHI received from or created by PrimePay on behalf of C, agrees to the same restrictions and conditions that apply to PrimePay with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, PrimePay agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause PrimePay to breach the terms of this BAA;

(iv) PrimePay shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the Customer of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the Customer's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by PrimePay as of the first day on which such breach is known to PrimePay or, by exercising reasonable diligence, would have been known to PrimePay. PrimePay will provide such notification to Customer without unreasonable delay and in no event later than sixty (60) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) PrimePay will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to PrimePay. PrimePay will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual.

(vi) PrimePay will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, PrimePay will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to PrimePay. To the extent PrimePay is to carry out any of Customer's obligations under Subpart E of 45 CFR Part 164, PrimePay will comply with the requirements of Subpart E that apply to the Customer in the performance of those obligations. PrimePay will make its internal practices, books and records available to the Secretary of Health and Human Services as may be required under applicable law for purposes of determining compliance with the HIPAA Rules.

(b) PrimePay will not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Customer itself, except for the specific uses and disclosures set forth below:

(i) if necessary, for the proper management and administration of PrimePay or to carry out the legal responsibilities of PrimePay, whether under the Agreement or otherwise, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) PrimePay obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies PrimePay

of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by PrimePay for the health care operations of Customer pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this BAA, data aggregation services means the combining of Protected Health Information by PrimePay with the protected health information received by PrimePay in its capacity as a business associate of another Customer, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) PrimePay will implement appropriate safeguards to prevent use or disclosure of PHI other than as permitted in this BAA. PrimePay will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Customer as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit PrimePay's records and practices related to use and disclosure of Protected Health Information to ensure Customer's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) PrimePay shall report to Customer any use or disclosure of Protected Health Information which is not in compliance with the terms of this BAA of which it becomes aware. PrimePay shall report to Customer any Security Incident of which it becomes aware. For purposes of this BAA, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, PrimePay agrees to mitigate, to the extent practicable, any harmful effect that is known to PrimePay of a use or disclosure of PHI by PrimePay in violation of the requirements of this BAA.

III. AVAILABILITY OF PHI

PrimePay agrees to comply with any requests for restrictions on certain disclosures of PHI pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Customer has agreed and of which PrimePay is notified in writing by Customer. PrimePay agrees to make available PHI to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If PrimePay maintains PHI electronically, it agrees to make such PHI electronically available to the applicable individual in a designated record set. PrimePay agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, PrimePay agrees to make PHI available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. PrimePay and Customer shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

The term of this BAA shall be effective as of the date of execution by the Customer below, and shall remain in effect until the Agreement is terminated for any reason and PrimePay ceases to perform any services for Customer, or on the date Customer terminates this BAA for cause as

provided below, whichever occurs sooner. Notwithstanding anything in this BAA to the contrary, Customer shall have the right to terminate this BAA and the Agreement immediately if Customer determines that PrimePay has violated any material term of this BAA. If Customer reasonably believes that PrimePay will violate a material term of this BAA and, where practicable, Customer gives written notice to PrimePay of such belief within a reasonable time after forming such belief, and PrimePay fails to provide adequate written assurances to Customer that it will not breach the cited term of this BAA within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Customer shall have the right to terminate this BAA and the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Security and Privacy Rule, the Parties to this BAA do not intend to create any rights in any third parties. The obligations of PrimePay under Section II shall survive the expiration, termination, or cancellation of this BAA, the Agreement and/or the business relationship of the Parties, and shall continue to bind PrimePay, its agents, employees, contractors, successors, and assigns as set forth herein.

This BAA may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this BAA without the prior written consent of the other Party. None of the provisions of this BAA are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this BAA and any other agreements between the Parties evidencing their business relationship. This BAA will be governed by the laws of the Commonwealth of Pennsylvania and applicable Federal law (and if a conflict should exist, the Federal law shall govern). No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which PrimePay provides services to Customer contains provisions relating to the use or disclosure of PHI which are more restrictive than the provisions of this BAA, the provisions of the more restrictive documentation will control. The provisions of this BAA are intended to establish the minimum requirements regarding PrimePay's use and disclosure of PHI.

In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this BAA fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall consult and address in good faith such concern and amend the terms of this BAA, if necessary to bring it into compliance. If, after such thirty-day period, the

BAA fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.