

reMarkable

**Business Associate
Agreement**

This Business Associate Agreement is entered into between you "Provider" and reMarkable., a Consumer Electronics corporation with its principal offices at Biermanns gate 6, 0473 Oslo, Norway (hereinafter referred to as "reMarkable" or "Business Associate"). The terms of this Agreement shall only apply to the extent that Provider is a Covered Entity.

1. 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.

In addition, the following definitions apply:

- a. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean reMarkable.
- b. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean, to the extent applicable, Provider.
- c. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- d. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, except limited to information: (a) that is created, received, maintained, or transmitted by us on your behalf; and (b) will not include information to the extent that it is exempt from HIPAA under Section 1179 of the Social Security Act, 42 U.S.C. § 1320d-8.
- e. Provider. "Provider" means a therapist or other provider using Business Associate's services.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- a. Not use or disclose Protected Health Information ("PHI") other than as permitted or required by the

Agreement or as required by law;

- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- c. Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI, as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Within ten business days of a written request from Covered Entity, make any PHI in a designated record set available to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- f. Within ten business days of a written request from Covered Entity, make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- g. Maintain and, within ten business days of a written request from Covered Entity, make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- h. To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the 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.

3. Permitted Uses and Disclosures by Business Associate

- a. Business Associate may only use or disclose PHI as specified in this Agreement and as necessary to perform the services set forth in other written Agreements between the parties.
- b. Business Associate may use or disclose PHI as required by law. Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c) retaining any and all ownership claims relating to the de-identified data it creates from Covered Entity's PHI.
- c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary policies and procedures required by HIPAA.

d. Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

e. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:

- I. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- II. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the 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.
- III. Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- IV. 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 PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- V. Covered entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Permissible Requests by Covered Entity

Covered entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

5. Term and Termination

a. Term. The Term of this Agreement shall be effective as of the date of execution, and shall terminate on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, 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 the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

c. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI, except that Business Associate may retain PHI for its own management and administration purposes or to carry out its legal responsibilities, subject to HIPAA and this Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- I. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- II. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
- III. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- IV. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein which applied prior to termination; and
- V. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI 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.

6. 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. Governing Law. Notwithstanding any other provision to the contrary, this Agreement shall be governed and construed in accordance with the laws of Norway.

7. Signature

On behalf of the Provider:

Name:

Position:

Date:

Signature:

On behalf of reMarkable:

Name: Jeremy Michael Gerst

Position: Chief Financial Officer

Date: 5/19/2021

Signature:

DocuSigned by:
Jeremy Michael Gerst
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