BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the Clinician User ("Covered Entity") and PsychAssist.ai, a DBA of LAR Holdings ("Business Associate").

Effective Date: June 1, 2025

1. DEFINITIONS

All terms used herein shall have the same meanings as those in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, including 45 CFR Parts 160 and 164.

Protected Health Information (PHI): Individually identifiable health information maintained or transmitted in any form, created or received by Business Associate from or on behalf of Covered Entity.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to:

a. Permitted Uses and Disclosures

Use or disclose PHI solely to provide services under the PsychAssist.ai platform, or as required by law. Services include, but are not limited to:

- Intake form collection and processing
- AI-assisted report generation
- Patient and clinician communication portals
- Practice management tools
- Secure PHI storage and data handling

All use or disclosure of PHI shall be in compliance with HIPAA.

b. Safeguards

Implement appropriate administrative, technical, and physical safeguards (in compliance with 45 CFR 164.308, 164.310, and 164.312) to ensure the confidentiality, integrity, and availability of PHI.

c. Breach Notification

Report any unauthorized use or disclosure of PHI or any security incident involving PHI to the Covered Entity without unreasonable delay, and no later than 60 calendar days after discovery, in accordance with 45 CFR 164.410.

d. Subcontractors

Ensure all subcontractors and agents (including AWS and EZOPS) who receive PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

e. Access and Amendment

Provide access to PHI to the Covered Entity or individual, and make any amendments as required under 45 CFR 164.524 and 164.526.

f. Accounting of Disclosures

Maintain and provide records of disclosures as necessary to comply with 45 CFR 164.528.

g. Internal Practices

Make available to the Secretary of the U.S. Department of Health and Human Services all records and practices related to the use and disclosure of PHI for determining HIPAA compliance.

3. TERM AND TERMINATION

a. Term

This Agreement shall be effective on the Effective Date and shall remain in effect until terminated by either party in accordance with this section.

b. Termination for Cause

If Covered Entity becomes aware of a pattern of activity or practice of Business Associate that constitutes a material breach, and the breach is not cured within 30 days of written notice, Covered Entity may terminate

this Agreement.

c. Effect of Termination
Upon termination, Business Associate shall return or destroy all PHI. If return or destruction is infeasible, Business Associate will continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures.

4. MISCELLANEOUS

a. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

b. No Agency Relationship
Nothing in this Agreement creates an agency relationship, joint venture, or partnership between the parties.

c. Amendment
This Agreement may only be modified in writing signed by both parties, except where required to maintain HIPAA compliance.

d. Digital Acceptance
Covered Entity's use of PsychAssist.ai services after the Effective Date, including agreement to the Terms of Service and/or explicit acceptance via digital onboarding, constitutes acceptance of this Agreement.

e. Record of Agreement
This Agreement will be stored in the Covered Entity's user account and made publicly available at https://psychassist.ai/baa.

PARTIES TO AGREEMENT

BUSINESS ASSOCIATE

PsychAssist.ai, a DBA of LAR Holdings
1900 Whites Road
Kalamazoo, MI 49008
Contact: Chris Barnes, Founder & CEO
Email: legal@psychassist.ai

/s/ Chris Barnes

Chris Barnes
Founder & CEO, PsychAssist.ai, a DBA of LAR Holdings
Date: June 1, 2025

COVERED ENTITY

To be completed and retained by the Covered Entity.

Entity Name: _____

Entity Address: _____

Contact: _____

Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Digital Acceptance: By accepting this Agreement electronically during account creation or use of services, Covered Entity agrees to the terms herein.
