Davis Wright Tremaine LLP

Business Associate Agreement

We, Davis Wright Tremaine LLP, agree to be bound by the terms of this agreement to the extent that: (a) you are our client pursuant to an executed engagement letter; (b) you are a "covered entity" and/or "business associate" under the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including its "Privacy Rule," "Security Rule," and "Breach Notification Rule," as may be amended from time to time (collectively, "HIPAA"); and (c) we are acting as your "business associate" under HIPAA. Terms used in this agreement have the meanings given them in HIPAA except that "PHI" means protected health information that is limited to the protected health information created, received, maintained, or transmitted by us on your behalf. This agreement is effective as of the later of the effective date on the last page and the date of the executed engagement letter. This agreement supersedes and replaces any prior agreement we have posted on our website. If you have executed a separate business associate agreement with us, then that negotiated business associate agreement will control.

1. **Permissible Uses and Disclosures of PHI**.

   1.1 We may use and disclose PHI for the purpose of providing legal services to you.

   1.2 We may use PHI for the proper management and administration of our law firm and to carry out our legal responsibilities.

   1.3 We may disclose PHI for the proper management and administration of our law firm and to carry out our legal responsibilities, as long as: (a) the disclosure is required by law; or (b) we obtain reasonable assurances from the person to whom we disclose the PHI that (i) it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and (ii) the person will notify us of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

   1.4 Nothing in this agreement permits any use or disclosure that you are not permitted to make under HIPAA, except as provided in Sections 1.2 and 1.3 of this agreement.

2. **Our Obligations**. We will:

   2.1 Not use or further disclose your PHI except as permitted or required by this agreement or as required by law.

   2.2 Use appropriate safeguards to prevent use or disclosure of your PHI other than as permitted by this agreement.

   2.3 Comply with the applicable provisions of the Security Rule.

   2.4 Report to you: (a) any use or disclosure of your PHI not provided for by this agreement of which we become aware; (b) any security incident of which we become aware; and/or (c) any breach of your unsecured PHI that we discover, as required by 45 C.F.R. § 164.410. This agreement constitutes ongoing notice to you of unsuccessful security incidents that do not represent substantial risks to PHI, such as pings on our firewall, unsuccessful log-on attempts, or access to encrypted information without access to a key, and no further reporting is required. The timing of the report will be consistent with our legal obligations, including the Breach Notification Rule and applicable state law.

2.5 Ensure that subcontractors that create, receive, maintain, or transmit your PHI on our behalf agree to the restrictions and conditions that apply to us with respect to the PHI and agree to comply with the applicable provisions of the Security Rule.

2.6 Make available to you your PHI, to the extent maintained in a nonduplicative designated record set, so you can meet your obligations to provide individual access to PHI, as you may request.

2.7 Make available to you and amend your PHI, to the extent maintained in a nonduplicative designated record set, so you can meet your obligations to amend incomplete or inaccurate PHI, as you may request.

2.8 Report to you disclosures of PHI by us so you can meet your obligations to account for disclosures of PHI, as you may request. We will report only those disclosures for which you would be required to provide an accounting under HIPAA.

2.9 Comply with the applicable provisions of the Privacy Rule that apply to you to the extent that we carry out one or more of your obligations as a HIPAA covered entity under the Privacy Rule.

2.10 Make our internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), for purposes of the Secretary determining your compliance with HIPAA. Unless otherwise required by law or authorized by you in writing, however, we will not disclose to the Secretary any confidential or privileged information that we receive from you or create on your behalf.

2.11 Upon termination of our attorney-client relationship, return or destroy all PHI that we maintain in any form and retain no copies of the PHI or, if return or destruction is not feasible, extend the protections of this agreement to the PHI and limit further use and disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. Because of our responsibility to maintain a record of the services we provide, immediate return or destruction of PHI may not be feasible.

3. You may terminate your relationship with us immediately if you determine that we have breached a material term of this agreement.

4. Nothing express or implied in this agreement is intended to, or does, confer upon any other person or entity any rights, remedies, obligations, or liabilities whatsoever.

5. This agreement does not waive or amend the attorney-client privilege, the attorney work product doctrine, or other privileges or protections, including with respect to trade secrets and confidential commercial information.

6. This agreement is to be interpreted consistently with our obligation of reasonable care in the performance of our professional services on your behalf as our client.

7. We may amend this agreement by posting amendments on our website. The amendments will become effective upon posting.

Signed with the intention of being contractually bound: ***Davis Wright Tremaine LLP***

Effective Date: August 25, 2026