PERPETUAL CORE

Business Associate Addendum

HIPAA addendum - effective only when signed for an approved service and environment

Form version: August 29, 2026 | Provider: THE PERPETUAL CORE LLC, a New York limited liability company

> **IMPORTANT:** This is a negotiation-ready starting form, not legal advice. Complete all brackets, attach deployment-specific exhibits, and obtain counsel review before signature.

THIS ADDENDUM DOES NOT AUTHORIZE PHI BY ITSELF. It becomes effective only when signed by both Parties, attached to an agreement identifying the approved service, and after Provider confirms the technical environment and subprocessors authorized for PHI.

This Business Associate Addendum ("BAA") is entered as of [EFFECTIVE DATE] by [COVERED ENTITY / BUSINESS ASSOCIATE] ("Covered Entity") and THE PERPETUAL CORE LLC ("Business Associate"). Capitalized terms not defined have the meanings in HIPAA.

1. Permitted uses and disclosures

Business Associate may use or disclose PHI only to perform the services described in [ORDER/SOW], as permitted by this BAA, or as Required by Law. Business Associate may use PHI for proper management and administration or legal responsibilities only where HIPAA permits and required assurances are obtained.

2. Safeguards

Business Associate will not use or disclose PHI other than as permitted; will implement appropriate administrative, physical, and technical safeguards; and will comply with applicable Security Rule requirements for electronic PHI.

3. Reporting

Business Associate will report to Covered Entity any use or disclosure not permitted by this BAA, including a Breach of Unsecured PHI, and any Security Incident, without unreasonable delay and within the timing stated in the attached security exhibit. The Parties may document routine unsuccessful Security Incidents in aggregate.

4. Subcontractors

Business Associate will ensure that subcontractors that create, receive, maintain, or transmit PHI agree in writing to the same restrictions, conditions, and applicable safeguards.

5. Individual rights assistance

As applicable to the services, Business Associate will make PHI available to Covered Entity to support access, amendment, and accounting-of-disclosures obligations, in the time and manner reasonably requested. Business Associate will forward requests received directly unless legally required to respond.

6. Covered Entity duties delegated

To the extent Business Associate performs an obligation of Covered Entity under the Privacy Rule, Business Associate will comply with the requirements that apply to Covered Entity in performing that obligation.

7. HHS access

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

8. Minimum necessary and restrictions

Business Associate will limit uses, disclosures, and requests to the minimum necessary where required and comply with restrictions and confidential-communication requests communicated by Covered Entity to the extent applicable to the services.

9. Term and termination

This BAA continues while Business Associate maintains PHI. Covered Entity may terminate for Business Associate's material violation if cure is not possible or is not completed within the agreement's cure period. On termination, Business Associate will return or destroy PHI if feasible; if infeasible, it will extend protections and limit further use and disclosure to the reason return or destruction is infeasible.

10. Covered Entity responsibilities

Covered Entity will not request use or disclosure that would violate HIPAA if performed by Covered Entity; will provide applicable notices, restrictions, and permissions; will identify authorized users and data; and will not transmit PHI until Provider confirms the approved environment in writing.

11. Interpretation and priority

This BAA will be interpreted to permit HIPAA compliance. It controls over conflicting agreement terms for PHI. Other agreement terms, including fees and liability, remain effective to the extent permitted by HIPAA.

Required deployment exhibit

- Approved service and environment: [REQUIRED]
- Permitted PHI and data subjects: [REQUIRED]
- Authorized subprocessors and BAAs: [REQUIRED]
- Security controls and incident notice timing: [REQUIRED]
- Return, export, and deletion procedure: [REQUIRED]
- Covered Entity privacy/security contacts: [REQUIRED]

Signatures

THE PERPETUAL CORE LLC

By: _____

Name: Lorenzo Daughtry-Chambers

Title: Authorized Representative

Date: _____

COVERED ENTITY

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____