



WORKGANIC, LTD.

Business Associate Addendum

Tenant Covered Services · workganic.ai

This Business Associate Addendum ("BAA") is entered into by and between Workganic, Ltd. ("Workganic") and the customer identified in Appendix 1 ("Customer") as of the last date beneath the Parties' signature blocks in Appendix 1 ("BAA Effective Date").

This BAA amends, supplements, and is incorporated into the Workganic Customer Agreement, accepted signup, checkout, Stripe, billing, plan, account, administrator approval, or other written or in-product records governing Customer's use of Workganic products and services (the "Agreement"). Capitalized terms not defined in this BAA have the meanings given in the Agreement.

1. Definitions

The following terms have the same meaning as in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, as amended ("HIPAA"): "Breach", "Business Associate", "Covered Entity", "Data Aggregation", "Designated Record Set", "Disclosure", "Electronic Protected Health Information", "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".

"Covered Services" means only those Workganic services, tenant accounts, workspaces, modules, features, integrations, or support paths that Workganic has designated in writing as eligible for PHI processing under this BAA.

"Covered Tenant" means a Customer tenant account, workspace, or environment that Customer has identified for PHI use and Workganic has activated or confirmed in writing as covered by this BAA.

"Customer Data" means data submitted to or processed by Workganic by or on behalf of Customer through Workganic products and services provided under the Agreement (the "Services").

"PHI" means Protected Health Information, limited to PHI, if any, that Workganic creates, receives, maintains, or transmits for or on behalf of Customer through the Covered Services in a Covered Tenant. References to PHI in this BAA include Electronic Protected Health Information unless the context requires otherwise.

"Tenant-Specific AI Artifacts" means prompts, outputs, summaries, classifications, embeddings, vector indexes, retrieval indexes, model-adaptation records, evaluation records, workflow-personalization records, and similar artifacts created from or reflecting Customer Data for use solely within a Covered Tenant. Tenant-Specific AI Artifacts

are Customer Data and are PHI to the extent they contain, reveal, or can reasonably be used to infer PHI.

2. Scope

This BAA applies only to the extent Customer is acting as a Covered Entity or Business Associate and Workganic is acting as Customer's Business Associate or Subcontractor under HIPAA with respect to PHI processed through the Covered Services in a Covered Tenant.

Workganic has no obligations under this BAA with respect to:

- any Customer account, tenant, workspace, feature, integration, support channel, or service path that is not a Covered Tenant or Covered Service;
- Customer Data that is not PHI;
- PHI Customer places into unsupported services, unapproved integrations, public channels, non-designated support channels, or other locations not designated for PHI;
- Customer's use of third-party services outside Workganic's controlled service path; or
- the transmission of PHI over third-party telecommunications networks and systems that Workganic does not control, including the public switched telephone network, wireless carrier voice and SMS/MMS networks, facsimile transmission, and email in transit outside Workganic-controlled systems, in each case where the third-party network operator is acting solely as a mere conduit.

For clarity, the conduit exclusion applies only to third-party network operators acting solely as conduits outside Workganic's control, and does not limit Workganic's obligations for PHI while created, received, maintained, or transmitted within Workganic-controlled systems and Covered Services.

Customer acknowledges that voice calls, SMS/MMS messages, faxes, and email transmitted to or from persons outside the Covered Services traverse third-party networks that may not support encryption, and that Customer is responsible for determining whether and how to use those communication channels for PHI consistent with Customer's own HIPAA obligations.

3. Uses and Disclosures of PHI

Workganic may Use and Disclose PHI for or on behalf of Customer as necessary to provide, secure, support, maintain, administer, personalize, and operate the Covered Services under the Agreement and this BAA, or as otherwise Required by Law.

Workganic may Use PHI within the Covered Services to provide tenant-specific automated features, personalization, retrieval, classification, transcription, summarization, recommendations, workflow automation, attribution, analytics, model adaptation, embeddings, indexes, and similar functionality, solely for Customer's Covered Tenant and solely for Customer's benefit.

Except as otherwise permitted by this BAA, Workganic will not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Customer or, if applicable, the relevant Covered Entity.

Workganic will request, Use, and Disclose only the minimum amount of PHI necessary to accomplish the intended purpose, in accordance with HIPAA's minimum necessary requirements to the extent they apply to Workganic.

Workganic may Use PHI for its proper management and administration and to carry out its legal responsibilities. Workganic may Disclose PHI for those purposes only if the Disclosure is Required by Law or Workganic obtains reasonable assurances from the recipient that the PHI will remain confidential, will be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed, and the recipient will notify Workganic of any known confidentiality breach.

Workganic may Use PHI to provide Data Aggregation services relating to Customer's Health Care Operations to the extent permitted by HIPAA and the Agreement.

Workganic may create and use de-identified information in accordance with HIPAA. Workganic will not attempt to re-identify de-identified information except as permitted by HIPAA.

Workganic will not sell PHI, will not Use or Disclose PHI for Workganic's own marketing purposes, and will not Use PHI or Tenant-Specific AI Artifacts from one customer or Covered Tenant to train, tune, improve, benchmark, evaluate, or operate models, systems, or features for another customer or for Workganic's generalized products, except with Customer's separate written authorization or using information de-identified in accordance with HIPAA.

For clarity, this Section does not restrict Workganic from processing PHI through automated features of the Covered Services for Customer's own Covered Tenant, or from using non-PHI operational, security, billing, reliability, or performance information to operate and improve the Services.

4. Workganic Obligations

4.1 Safeguards

Workganic will use appropriate administrative, physical, and technical safeguards to prevent Use or Disclosure of PHI other than as provided by this BAA. With respect to Electronic Protected Health Information, Workganic will comply with the applicable requirements of Subpart C of 45 CFR Part 164.

4.2 Subcontractors

Workganic will ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on Workganic's behalf agrees in writing to restrictions, conditions, and requirements no less protective than those that apply to Workganic with respect to such PHI.

Upon Customer's written request, Workganic will identify the Subcontractors that then create, receive, maintain, or transmit PHI for the Covered Services.

4.3 Security Incidents

Workganic will report to Customer any Security Incident involving Electronic Protected Health Information of which Workganic becomes aware, as required by HIPAA.

Notice is deemed provided by this Section, and no further notice will be provided, for unsuccessful attempts at unauthorized access, Use, Disclosure, modification, or destruction, including pings, port scans, unsuccessful login attempts, denial-of-service attempts, or interception of encrypted information where the key is not compromised.

4.4 Breach of Unsecured PHI

Workganic will report to Customer any Breach of Unsecured Protected Health Information of which Workganic becomes aware without unreasonable delay and in no event later than the timeframe required by HIPAA.

Workganic may provide available information in one or more supplemental notices as its investigation develops.

To the extent the information is available to Workganic, such report will include the information required by 45 CFR 164.410. Workganic will use reasonable efforts to mitigate, to the extent practicable, any harmful effect known to Workganic of a Use or Disclosure of PHI by Workganic in violation of this BAA.

As between the Parties, Customer is responsible for determining whether an incident constitutes a Breach requiring notification and for making any required notifications to Individuals, the Secretary, and the media, unless the Parties agree otherwise in writing or applicable law requires Workganic to make a notification. Workganic will provide reasonable cooperation, and information available to Workganic, to support Customer's investigation and notification obligations.

4.5 Impermissible Uses or Disclosures

Workganic will report to Customer any Use or Disclosure of PHI not provided for by this BAA of which Workganic becomes aware.

4.6 Notice Method and Limitations

Workganic may send notices required under this Section 4 to the administrative, privacy, security, or legal contact designated by Customer in the Agreement, the Covered Tenant, or Appendix 1. Customer is responsible for keeping its designated contact information current.

Customer acknowledges that Workganic may not know the nature of PHI contained in Customer Data or the identities of Individuals to whom the PHI relates. Workganic's ability to identify affected Individuals or describe specific PHI may therefore depend on information available from Customer.

4.7 Access and Amendment

To the extent Workganic maintains PHI in a Designated Record Set for Customer, Workganic will make such PHI available to Customer as reasonably necessary for Customer to satisfy its obligations under 45 CFR 164.524 and 45 CFR 164.526, and will incorporate amendments to such PHI as reasonably directed by Customer, to the extent the Covered Services support modification of the applicable records.

Customer is responsible for the form and content of PHI maintained by Customer through the Covered Services, for determining whether PHI is part of a Designated Record Set, and for responding to Individuals' requests for access or amendment. If an Individual contacts Workganic directly, Workganic may direct the Individual to Customer unless Required by Law to do otherwise.

4.8 Accounting of Disclosures

Upon Customer's request, Workganic will make available to Customer information in Workganic's possession that is required for Customer to provide an accounting of Disclosures under 45 CFR 164.528. Customer is responsible for identifying which Individuals, if any, are associated with Customer Data and for providing any description of PHI needed for Customer's accounting response.

4.9 Covered Entity Obligations

To the extent Workganic is to carry out one or more of Customer's obligations under Subpart E of 45 CFR Part 164, Workganic will comply with the requirements of Subpart E that apply to Customer in the performance of such obligation.

4.10 Records

Workganic will make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA. Nothing in this Section waives any applicable privilege, trade secret protection, or protection for confidential commercial information.

5. Customer Obligations

5.1 Covered Tenant Identification

Customer will identify each tenant, workspace, account, or environment that Customer intends to use for PHI. Customer will not create, receive, maintain, or transmit PHI through Workganic unless the applicable tenant, workspace, account, or environment is a Covered Tenant and the applicable service path is a Covered Service.

5.2 Proper Configuration and Use

Customer is responsible for configuring and using the Covered Services in accordance with the Agreement, this BAA, Workganic's written instructions, and Customer's HIPAA obligations. Customer will limit its Use and Disclosure of PHI through the Covered Services to the minimum necessary for Customer's authorized purposes.

5.3 Consents, Notices, and Restrictions

Customer represents and warrants that it has obtained and will maintain all consents, authorizations, notices, permissions, and legal bases required for Customer to disclose PHI to Workganic and use the Covered Services.

Customer will notify Workganic in writing of any limitation in Customer's Notice of Privacy Practices, restriction, revocation, legal hold, or other instruction agreed to or required under 45 CFR 164.520, 45 CFR 164.522, or otherwise that may affect Workganic's Use or Disclosure of PHI, to the extent such limitation, restriction, revocation, hold, or instruction affects the Covered Services. If Workganic cannot reasonably accommodate it, the Parties will cooperate in good faith to determine whether the affected PHI or workflow should be removed from the Covered Services.

5.4 Compliance with Law

Customer will not request or cause Workganic to Use or Disclose PHI in a manner that would violate HIPAA if done by Customer or that would violate this BAA.

Customer is responsible for its own compliance with HIPAA and other laws applicable to Customer's use of the Covered Services, including communications, call recording, marketing, consent, and data retention laws.

5.5 Prohibited Data

Customer will not submit to the Covered Services: (a) records subject to 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records); (b) psychotherapy notes as defined by HIPAA; or (c) information subject to heightened legal protections beyond HIPAA, in each case unless the Parties have separately agreed in writing to cover such data.

6. Changes to Covered Services

Workganic may add or remove services, tenant environments, features, integrations, or functionality from the Covered Services from time to time.

Workganic will provide reasonable prior notice if it removes an existing Covered Service in a way that materially affects Customer's permitted PHI processing, unless shorter notice is required by law, regulation, regulatory guidance, security, service integrity, or the privacy or security of PHI.

7. Term, Termination, Deletion, and Retention

7.1 Term

This BAA begins on the BAA Effective Date and continues with respect to each Covered Tenant until the earliest of:

- expiration or termination of the Agreement;
- written notice by Customer that the Covered Tenant is no longer subject to this BAA;
- execution of a successor business associate agreement covering the Covered Tenant; or
- termination by a Party if that Party determines that the other Party has breached a material term of this BAA and the breaching Party has not cured the breach or ended the violation within thirty (30) days after written notice, or such shorter period as required by applicable law. If the non-breaching Party reasonably determines that cure is not possible, it may terminate this BAA with respect to the affected Covered Tenant(s) immediately upon written notice.

7.2 Customer Retrieval and Removal

Before termination of this BAA or removal of a tenant from coverage, Customer is responsible for retrieving any PHI it requires and removing PHI from the affected tenant or service path, to the extent the Covered Services make retrieval or removal available to Customer.

7.3 Return or Destruction

Upon termination of this BAA or the Agreement, or upon removal of a Covered Tenant from coverage under this BAA, Workganic will, if feasible, return or destroy the PHI in Workganic's possession for the affected Covered Tenant(s), in a manner and timeframe consistent with the Agreement and Customer's documented request. To the extent return or destruction is not feasible, Section 7.4 applies.

7.4 Retention

Workganic may retain PHI if Workganic reasonably determines that return or destruction is not feasible, including where retention is Required by Law or necessary for Workganic's proper management and administration, legal responsibilities, security obligations, backup and disaster recovery, or audit records.

If Workganic or its Subcontractors retain PHI under this Section, Workganic will extend the protections of this BAA to the retained PHI and limit further Uses and Disclosures to those purposes that make return or destruction infeasible, for so long as the PHI is retained.

7.5 Survival

Workganic's obligations under this BAA with respect to PHI survive for so long as Workganic or its Subcontractors retain PHI.

8. Miscellaneous

8.1 Conflict

If this BAA conflicts with the Agreement, this BAA controls with respect to the Parties' obligations regarding PHI. Except as modified by this BAA, the Agreement remains unchanged and in effect.

8.2 Regulatory References

A reference in this BAA to a section of HIPAA or other regulation means the section as in effect or as amended.

8.3 Amendment

The Parties agree to negotiate in good faith to amend this BAA as necessary to comply with HIPAA or other applicable law. If the Parties are unable to agree on a required amendment within a reasonable period, either Party may terminate the affected Covered Tenant's coverage under this BAA on written notice.

8.4 Interpretation

Any ambiguity in this BAA will be interpreted to permit compliance with HIPAA.

8.5 Independent Contractor; No Agency

Workganic is an independent contractor of Customer. Nothing in this BAA or the Agreement creates an agency relationship between the Parties, and neither Party is the agent of the other under the federal common law of agency or otherwise.

8.6 No Third-Party Beneficiaries

Nothing in this BAA is intended to confer rights, remedies, obligations, or liabilities on any person or entity other than Customer, Workganic, and their permitted successors and assigns.

8.7 No Service License or Commercial Terms

This BAA does not grant, expand, or modify any license, subscription, access right, service level, support obligation, payment obligation, warranty, indemnity, limitation of liability, data ownership term, or other commercial term. Those matters are governed by the Agreement, the Workganic Customer Agreement, accepted signup, checkout, Stripe, billing, plan, account, administrator approval, or other applicable written or in-product terms between the Parties.

8.8 Counterparts and Electronic Signatures

This BAA may be executed in counterparts and by electronic signature. Each counterpart is deemed an original, and all counterparts together constitute one instrument.

Customer Information, Covered Scope, and Signatures

CUSTOMER INFORMATION

Customer legal name

Customer address

Customer privacy/security contact

Customer notice email

WORKGANIC NOTICE CONTACT

Notices to Workganic under this BAA: **support@workganic.ai**, or another BAA, privacy, security, or legal notice address designated by Workganic in writing.

COVERED TENANT(S)

Covered Tenant(s)

COVERED SERVICES

The following Workganic service areas, each only as described in the Covered Tenant's HIPAA feature settings and Workganic's written service documentation, are designated as Covered Services for the Covered Tenant(s) identified above. **Check all that apply.**

CORE COVERED SERVICE AREAS

- | | |
|---|--|
| ☐ CRM client records | ☐ Files |
| ☐ Calls and recordings | ☐ Public forms and MKT lead forms |
| ☐ SMS/MMS | ☐ Transcripts |
| ☐ Fax (sending, receiving, and stored faxes) | ☐ Tenant-specific AI personalization and automation within the Covered Tenant |
| ☐ Mail | |

OPTIONAL AREAS REQUIRING SEPARATE WRITTEN ENABLEMENT

- ☐ Backups
- ☐ Support access through HIPAA-designated support channels
- ☐ First-party attribution and analytics within Workganic-controlled systems
- ☐ External integrations or subprocessors specifically named below

Other enabled Covered Service(s):

Special exclusions, limitations, or named integrations:

Covered Services and Covered Tenants may be updated after execution by mutual written agreement or by documented tenant configuration accepted by Workganic. In case of conflict, the most recent mutually signed Appendix 1 controls.

Signatures

The Parties have executed this BAA as of the BAA Effective Date.

CUSTOMER

SIGNATURE

NAME

TITLE

DATE

WORKGANIC, LTD.

SIGNATURE

NAME

TITLE

DATE

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