

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is made and entered into as of this 6th Day of May, 2025 (the “Effective Date”) by and between City of Manitowoc (“Covered Entity”) and **McClone** (“Business Associate”) (each a “Party” and collectively, the “Parties”).

WHEREAS, the Parties have entered into or will enter into an agreement or agreements (collectively, the “Services Agreement”) pursuant to which Business Associate has agreed to or will agree to provide certain functions, activities, or services on behalf of Covered Entity that may involve the use and/or disclosure of Protected Health Information (“PHI”) or Electronic Protected Health Information (“EPHI”) that Business Associate accesses, creates, receives, maintains, or transmits in connection with the Services Agreement;

WHEREAS, the Parties intend to protect the privacy and security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and regulations promulgated under HIPAA and HITECH by the U.S. Department of Health and Human Services (“HHS”) as amended from time to time (collectively “HIPAA”) (all terms not specifically defined in this Agreement shall have the meanings attributed to them in HIPAA at 45 C.F.R. Part 160 and Part 164); and

WHEREAS, Business Associate may have access to and/or receive from Covered Entity and/or create, maintain, use, modify, or transmit on behalf of Covered Entity certain PHI in connection with the Services Agreement and only in accordance with this Agreement and applicable law.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1.1 Intentionally Omitted.

2.1 Permitted Uses & Disclosures. Business Associate agrees not to use or disclose PHI and will ensure its directors, officers, employees, contractors, and agents do not disclose PHI received from Covered Entity other than as permitted or required by this Agreement or as required by law and only to the extent necessary to perform its obligations under the Services Agreement to which this Agreement is attached as Exhibit 1. Business Associate further agrees to:

- (a) Use appropriate safeguards as set forth in Section 2.2, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by this Agreement;
- (b) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164 (“Privacy of Individually Identifiable Health Information”), comply with the requirements of such Subpart E that apply to the Covered Entity in the performance of such obligation(s);

- (c) As set forth in Section 2.4(a), make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including furnishing upon Covered Entity's request or direction an electronic copy of PHI that is maintained in a Designated Record Set;
- (d) As set forth in Section 2.4(b), make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- (e) As set forth in Section 2.4(c), maintain and make available the information required to provide an accounting of Disclosures to covered entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.5;
- (f) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA;
- (g) Not participate in any Sale of PHI;
- (h) Not Use or Disclose Genetic Information for underwriting purposes in violation of HIPAA;
- (i) Comply with the Electronic Transaction Rule and any applicable corresponding requirements adopted by HHS with respect to any Electronic Transactions conducted by Business Associate on behalf of Covered Entity in connection with the services provided under this Agreement;
- (j) Unless otherwise limited herein and except where prohibited by law, Business Associate is authorized by this Agreement to retain the PHI it creates or receives for or from Covered Entity if necessary for Business Associate's proper management and administration of Business Associate's duties under the Services Agreement or to fulfill any present or future legal responsibilities of the Business Associate.

2.2 Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, the Services Agreement, or in writing by Covered Entity. Business Associate covenants and agrees that it shall develop, implement, maintain, and use appropriate administrative, technical and physical safeguards in compliance with HIPAA, to adequately protect the integrity, confidentiality, and availability of and prevent non-permitted use or disclosure of PHI in all forms. Business Associate will reasonably safeguard PHI to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure. Business Associate will develop and implement written policies and procedures for these safeguards and will keep them current and will provide a copy of such policies to Covered Entity upon request.

2.3 Subcontractors.

- (a) Obtain Covered Entity's prior written consent, which shall not be unreasonably delayed or denied, prior to retaining any Subcontractor to create, receive, maintain, or transmit PHI of the Covered Entity on behalf of Business Associate, and, if such consent is granted, ensure that any such Subcontractors agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI in accordance with 45 C.F.R. §§

164.502(e)(1)(ii) and 164.308(b)(2), if applicable (“Subcontractor”).

- (b) Business Associate may disclose PHI to a Subcontractor only to the extent not prohibited by the Services Agreement and subject to the terms of this Agreement and applicable law. Prior to any disclosure of PHI to a Subcontractor, Business Associate will enter into a written contract with the Subcontractor to provide reasonable assurance that the Subcontractor will comply with the same terms, conditions and restrictions that the Business Associate has agreed to adhere to with Covered Entity in this Agreement. Business Associate upon request will provide to Covered Entity a copy of the written contract with the Subcontractor. Furthermore, Business Associate will disclose to its Subcontractor only (i) a Limited Data Set of PHI, to the extent possible or (ii) if more information is required to perform or fulfill a specific function required or permitted hereunder, the Minimum Necessary to perform or fulfill such function.

2.4 PHI Access, Amendment, and Disclosure Accounting.

- (a) Access. Business Associate will, at the request of Covered Entity, make available within fifteen (15) days to Covered Entity, or at the direction of Covered Entity to the individual, for inspection and to make copies any PHI about the individual which Business Associate created or received for or from Covered Entity and that is in the custody or control of the Business Associate as required by 45 C.F.R. § 164.524.
- (b) Amendment. Business Associate will, at the request of Covered Entity, within fifteen (15) days, make available PHI for amendment or permit Covered Entity access to amend any portion of the PHI which Business Associate created or received for or from Covered Entity, as required by 45 C.F.R. §164.526.
- (c) Disclosure Accounting.

- (i) Disclosure Tracking. Business Associate will record for each disclosure of PHI, not excepted from disclosure accounting below, that Business Associate makes to a third party (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i–iv, collectively, the “Disclosure Information”). For repetitive disclosures Business Associate makes to the same person or entity for a single purpose, Business Associate will provide (1) the Disclosure Information for the first of these repetitive disclosures; (2) the frequency or number of these repetitive disclosures; and (3) the date of the last of these repetitive disclosures. Business Associate will make disclosure-tracking information available to Covered Entity within fifteen (15) days from the date Covered Entity made the request.

- (ii) Exceptions from Disclosure Tracking. Business Associate need not record disclosure tracking information or otherwise account for disclosures of PHI that this Agreement or Covered Entity, in writing, permits or requires (i) for the purpose of Covered Entity’s payment activities or health care operations, as provided in 45 C.F.R. § 164.502, unless such disclosure tracking is required by HITECH; (ii) for the purpose of health care providers’ treatment activities, or (other) covered entities’ payment activities or certain health care operations (as set forth in 45 C.F.R. § 164.506(c)(4)), unless such disclosure tracking is required by HITECH; (iii) to the individual who is the subject of the PHI disclosed pursuant to 45 C.F.R. § 164.502; (iv) which are

incidental to a use or disclosure otherwise permitted or required by 45 C.F.R. § 164.502; (v) pursuant to an authorization; (vi) to persons involved in that individual's care; (vii) for notification for disaster relief purposes; (viii) for national security or intelligence purposes as provided in 45 C.F.R. § 164.512(k)(2); (ix) to correctional institutions or law enforcement officials regarding inmates as provided in 45 C.F.R. § 164.512(k)(5); (x) as part of a limited data set in accordance with 45 C.F.R. 164.514(e); (xi) for disclosures prior to April 14, 2003; or (xii) for the facility's directory or to persons involved in the individual's care or for other notification purposes as provided in 45 C.F.R. § 164.510.

(iii) Research. If Business Associate makes disclosures of PHI for a particular research purpose in accordance with 45 C.F.R. § 164.512 (i) for 50 or more individuals, Business Associate will provide Covered Entity with a report of the disclosure accounting in accordance with the requirements of 45 C.F.R. § 164.528 (b)(4)(i)(A)–(F).

(iv) Disclosure Tracking Time Periods. Business Associate will make available to Covered Entity an accounting of disclosures of PHI for the six (6) years prior to the date on which Covered Entity requested the accounting, or, if the request relates to disclosures of PHI through electronic health records for treatment, payment or health care operations, for the three (3) years prior to the date on which Covered Entity request the accounting. Additionally, if an individual requests an accounting of disclosures of his or her PHI, Business Associate will cooperate with Covered Entity or the individual to provide the individual with the accounting.

(v) Disclosure Reporting Requirement. Upon written request of Covered Entity, Business Associate will submit a Disclosure Tracking Report to Covered Entity within 30 days of the request. The report will contain each data element as set forth in Section 2.4(c)(i). Covered Entity shall request a report no more than once per calendar quarter.

2.5 Reporting.

(a) Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, by the Services Agreement, or in writing by Covered Entity, or that is in violation of any provision of HIPAA, within five (5) days of when Business Associate learns or should have learned of such non-permitted use or disclosure. Business Associate will cooperate with Covered Entity in investigating such non-permitted use or disclosure and assist Covered Entity in meeting its obligations under the breach notification provisions of HIPAA.

(b) Business Associate in its report to Covered Entity will identify at a minimum:

- (i) the nature of the non-permitted use or disclosure;
- (ii) the PHI used or disclosed;
- (iii) party or parties who made the non-permitted use or received the non-permitted disclosure;
- (iv) what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;

- (v) what Business Associate did or will do to mitigate any harmful effect of the non-permitted use or disclosure;
- (vi) such other information, including a written report, as Covered Entity may request; and
- (vii) such other information as HHS may prescribe by regulation.

2.6 Additional Obligations.

- (a) Minimum Necessary. Business Associate agrees to make Uses and Disclosures and requests for PHI subject to the following Minimum Necessary requirements:
 - (i) In accordance with HIPAA's Minimum Necessary standard, Business Associate shall make reasonable efforts to ensure that its access to PHI in connection with its services for the Covered Entity shall be limited to the minimum necessary information to accomplish the intended purpose of any particular use, disclosure, or request. Further, Business Associate shall support any determinations it makes with respect to the Minimum Necessary standard with a rational justification that, as applicable, (i) reflects the technical capabilities of the Business Associate and (ii) factors in relevant privacy and security risks. Business Associate shall record and maintain documentation of all such determinations consistent with reasonable recordkeeping practices and HIPAA.
- (b) Electronic Copies of PHI. Business Associate will (i) cooperate with Covered Entity to provide individuals an electronic copy of their PHI if the PHI is maintained by Business Associate in an electronic health record and the individual requests an electronic copy of his or her PHI and (ii) comply with, and cooperate with Covered Entity such that Covered Entity is compliant with, Section 13405(e)(1) of HITECH and any regulations HHS may promulgate thereunder.
- (c) Non-Disclosure for Out-of-Pocket Services. Business Associate will (i) abide by any notice from Covered Entity regarding a patient's request for privacy of his or her PHI in accordance with 45 C.F.R. §164.522, and (ii) comply with, and cooperate with Covered Entity such that Covered Entity is compliant with, Section 13405(a) of HITECH and any regulations HHS may promulgate thereunder.
- (d) Prohibition on Marketing. Business Associate will not transmit, to any individual for whom Business Associate has PHI, any communication about a product or service that encourages the recipient of the communication to purchase or use that product or service or is in violation of any of the marketing prohibitions set forth in HITECH.

ARTICLE II

COMPLIANCE WITH STANDARD TRANSACTIONS

3.1 If Business Associate conducts all or part of an electronic transaction on behalf of Covered Entity, Business Associate will comply, and will require any Subcontractor involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Parts 160 and 162.

3.2 In compliance with 45 C.F.R. § 162.915, Business Associate will not enter into, or permit any Subcontractor to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

- (a) changes the definition, data condition, or use of a data element or segment in a standard;
- (b) adds any data elements or segments to the maximum defined data set;
- (c) uses any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specification(s); or
- (d) changes the meaning or intent of the standard’s implementation specification(s), as these terms are defined in 45 C.F.R. Part 162.

ARTICLE III

SAFEGUARDS FOR SECURING ELECTRONIC PROTECTED HEALTH INFORMATION

4.1 Information Safeguards. Business Associate will develop, implement, maintain, and use appropriate administrative, technical and physical safeguards (“Safeguards”) to protect the privacy of EPHI, in compliance with standard business practices, any other regulations issued by HHS and/or any written instructions or written guidelines issued by Covered Entity. Business Associate will preserve the integrity and confidentiality of and prevent non-permitted or violating use or disclosure of EPHI in its possession. Business Associate will reasonably safeguard EPHI to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure. Business Associate will document and keep current its policies to safeguard EPHI, and will provide a copy of such policies to Covered Entity upon request.

4.2 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Section.

4.3 Compliance with the Security Rule. Business Associate agrees to abide by the following requirements of the Security Rule (45 C.F.R. parts 160, 162 and 164):

- (a) Implementing administrative, physical, and technical safeguards consistent with the Security Rule that reasonably protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity;
- (b) Ensuring that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
- (c) Reporting Security Incidents to Covered Entity. Business Associate agrees to the following reporting procedures for Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of EPHI or interference with system operations (“Successful Security Incidents”) and for Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of EPHI or interference with system operations (“Unsuccessful Security Incidents”).

(i) Successful Security Incidents. Business Associate shall report to Covered Entity any Successful Security Incident of which it becomes aware of within five (5) business days. At a minimum, such report shall contain the following information:

- (ii) Date and time when the Security Incident occurred and/or was discovered;
- (iii) Names of systems, programs, or networks affected by the Security Incident;
- (iv) Preliminary impact analysis;
- (v) Description of and scope of EPHI used, disclosed, modified, or destroyed by the Security Incident; and
- (vi) Business Associate shall provide a report of any mitigation steps taken to the Security Official and to the individual specified under the Notice provision in the Services Agreement and shall send such report by traceable carrier.

(ii) Unsuccessful Security Incidents. To avoid unnecessary burden on either Party, Business Associate shall report to Covered Entity any Unsuccessful Security Incident of which it becomes aware of only upon written request of the Covered Entity. The frequency, which shall be no more than once per calendar quarter, content and the format of the report of Unsuccessful Security Incidents shall be mutually agreed upon by the Parties. If the definition of “Security Incident” is amended under the Security Rule to remove the requirement for reporting “unsuccessful” attempts to use, disclose, modify or destroy EPHI, then this Section 4.3(c)(ii) shall no longer apply as of the effective date of such amendment.

(d) Security Officer and Training. Business Associate shall designate a Security Officer and conduct staff training on compliance with HIPAA as required by the Security Rule and HITECH.

ARTICLE IV

TERM AND TERMINATION

5.1 Term. This Agreement will continue in full force and effect for as long as the Services Agreement remains in full force and effect. This Agreement will terminate upon the cancellation, termination, expiration, or other conclusion of the Services Agreement or on the date Covered Entity terminates for cause as authorized in Section 5.3, whichever is sooner.

5.2 Termination for Cause. In the event of an alleged breach by Business Associate of a material term of this Agreement as determined by Covered Entity, Covered Entity may afford Business Associate an opportunity to cure such alleged breach in accordance with mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved, Covered Entity may terminate this Agreement effective immediately. Failure to cure in the manner set forth in this paragraph shall constitute a material breach of this Agreement by Business Associate and is grounds for the immediate termination of this Agreement by Covered Entity.

5.3 Return or Destruction of PHI. Business Associate will automatically, at termination for any

reason of the Services Agreement, and in turn, this Agreement, return, at its cost, to Covered Entity, or if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or transmitted by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form unless, and to the extent, expressly permitted in writing by Covered Entity, permitted elsewhere in this Agreement, or otherwise required by law.

- (a) If Business Associate has or will use or disclose PHI to carry out its legal responsibilities pursuant to Section 2.1(j) and Business Associate needs to retain PHI for such purposes after termination of the agreement, Business Associate shall retain only that PHI which is necessary for Business Associate to carry out its legal responsibilities. In such case, Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to EPHI to prevent use or disclose of PHI for as long as Business Associate retains PHI. Any such retained PHI, as described in this Section, by Business Associate is subject to the same conditions set forth in Section 2.1. Further, Business Associate shall return to Covered Entity, or if requested by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate to carry out its legal responsibilities.
- (b) Business Associate shall either obtain and proceed with the return or destruction of PHI in accordance with this Section 5.2, or ensure the destruction of PHI created, received, or maintained by any Subcontractor(s) in accordance with Section 2.3 above.

5.4 Continuing Privacy and Security Obligation. Upon the termination of this Agreement, the terms and conditions herein shall survive such termination until such time as all PHI has been returned or destroyed. If such return or destruction of some or all of the PHI is not feasible, Business Associate will notify Covered Entity of such fact and in such case, Business Associate will extend the protections of this Agreement for as long as necessary to protect the retained PHI and to limit any further uses or disclosures to those purposes that make return or destruction infeasible.

5.5 Injunctive Relief. In the event of a breach of any material term of this Agreement, Covered Entity has a right to obtain injunctive relief to prevent future disclosure of PHI.

ARTICLE V

INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee, subcontractor, agent, or other members of its workforce, from and against any claim, cause of action, liability, damage, fine, penalty, cost or expense arising out of or in connection with any non-permitted use or disclosure of PHI or other breach of this Agreement by Business Associate or any Subcontractor, agent, person, or entity of Business Associate that provides services described in or relating to the Services Agreement. Notwithstanding any provision of the Services Agreement to the contrary, Business Associate's responsibility for indemnification arising out of or in connection with this Agreement will be governed solely by this Section 6.1 and no provision set forth in the Services Agreement, including indemnification provisions thereunder or any terms that define, restrict or limit the types or amounts of damages, costs or expenses, will in any way alter, expand, restrict or limit Business Associate's indemnification liability hereunder.

6.2 Insurance. Business Associate represents and warrants that Business Associate has, and will maintain at Business Associate's own expense liability insurance covering breach of Business Associate's requirements under this Agreement and Business Associate's disclosure or breach of PHI covered by this Agreement. Such coverage shall include, without limitation, civil liability under HIPAA, attorneys' fees, costs to notify consumers of a data breach as required by law, costs to provide credit monitoring, and other related services for consumers affected by such breach.

ARTICLE VI

MISCELLANEOUS

7.1 Amendments; Waiver. No provision of this Agreement may be modified, except in a prior written document signed by authorized representatives of the Parties. Furthermore, upon the compliance date of any final regulation or amendment to final regulations of HIPAA, this Agreement will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

7.2 Qualified Service Organization. To the extent applicable, Business Associate acknowledges that it may be a Qualified Service Organization ("QSO"), as defined in 42 C.F.R. § 2.11 (the "Substance Abuse Regulations"), with regard to the Services Agreement. If Business Associate is a QSO, it acknowledges that certain PHI may not be disclosed or re-disclosed under the Substance Abuse Regulations without the patient's written consent, even though such disclosure or re-disclosure might be permitted by HIPAA or other laws. Further, Business Associate agrees to be fully bound by the Substance Abuse Regulations in receiving, storing, processing, transmitting, transporting or otherwise dealing with any PHI that is subject to those regulations. Business Associate will also resist in judicial proceedings any efforts to obtain applicable PHI that is subject to the Substance Abuse Regulations, except as permitted by those regulations.

7.3 No Third Party Beneficiaries. No third parties are intended to benefit from this Agreement and no third party beneficiary rights will be implied from anything contained in this Agreement.

7.4 Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of any other agreements that may be in place between the Parties. All non-conflicting terms and conditions of this Agreement and any other agreement between the Parties remain in full force and effect.

7.5 Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that protects PHI and allows Business Associate and Covered Entity to comply with HIPAA.

7.6 Audit Rights. Business Associate will provide, at Covered Entity's request, reasonable access to Business Associate's internal practices, books and records that relate to this Agreement for purposes of Covered Entity's review of such practices, books or records. Additionally, Business Associate will cooperate with Covered Entity and HHS with regard to any HIPAA compliance audit by HHS of Covered Entity.

7.7 Subpoenas. Each Party will provide written notice to the other Party of any subpoena or other legal process seeking PHI received from or created on behalf of Covered Entity, or otherwise relating to Business Associate's services under the Services Agreement. Such written notice shall be provided within 48 business hours of receipt of a subpoena or other legal process.

7.8 Notices. All notices required under this Agreement will be in writing and given by (i) delivery in

person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by electronic mail to the address of the party specified in this Agreement or such other address as either Party may specify in writing. Notices will be effective upon receipt.

COVERED ENTITY:

City of Manitowoc
900 Quay St.
Manitowoc, WI

BUSINESS ASSOCIATE:

McClone

150 Main Street, Suite 300

Menasha, WI 54952

7.9 Representations of Business Associate. Business Associate agrees that it is directly liable under the HIPAA Rules and HITECH and is subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of PHI that are not authorized by this Agreement or Required by Law. Business Associate also acknowledges that it is liable and subject to civil penalties for failing to safeguard EPHI in accordance with the HIPAA Security Rule.

7.10 Survival. The respective rights and obligations of Business Associate under Section 5 of this Agreement shall survive the termination of this Agreement.

7.11 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Wisconsin excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Wisconsin.

7.12 Supersession. This Agreement shall supersede any existing Business Associate Agreement between the Parties.

7.13 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be considered an original, but all of which together shall constitute one instrument.

Signatures Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives and effective as of the Effective Date.

COVERED ENTITY

City of Manitowoc

Sign: _____

Name/Title: _____

Date: _____

Sign: _____

Name/Title: _____

Date: _____

BUSINESS ASSOCIATE

McClone

Sign:  _____

Name/Title: Dustin McClone President & CEO

Date: 5/6/25