BACKGROUND

A.   REPAY and Company (collectively, the *"Parties"*) desire to achieve compliance with the Administrative Simplification subtitle of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (*"HIPAA"*), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (the *"HITECH Act"*) of the American Recovery and Reinvestment Act of 2009, and the HIPAA Regulations (as defined below), with respect to Covered Entity's engagement of REPAY and disclosure of Protected Health Information (as defined below) to REPAY, as more fully described below.

B.   The purpose of this BAA is to permit Covered Entity to disclose Protected Health Information to REPAY, and to allow REPAY to process payments and perform related activities on Covered Entity's behalf as and to the extent provided below, in a manner consistent with the requirements set forth in HIPAA, the HITECH Act, and the HIPAA Regulations (collectively, the *"HIPAA Laws and Regulations"*).

C.   Consistent therewith, this BAA is intended to set forth satisfactory assurances that REPAY and Covered Entity will appropriately safeguard such Protected Health Information and will comply with the HIPAA Laws and Regulations.

Accordingly, in consideration of the mutual covenants set forth in this BAA, the exchange of information pursuant to this BAA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and REPAY agree as follows:

BAA TERMS AND CONDITIONS

I. Definitions.

A. General. When used in this BAA, the following terms shall have the meaning given in the HIPAA Regulations: Breach, 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.

B. Specific Definitions.   In addition to other terms defined in this BAA (including in the preamble, recitals or body of this BAA), the following capitalized terms when used in this BAA shall have the following meanings:

(i)   *"Business Associate"* shall have the set forth in 45 CFR 160.103.

(ii) *"Covered Entity"* shall have the meaning set forth in 45 CFR 160.103, and in reference to the party to this BAA, shall mean Company.

(iii) *"HIPAA Regulations"* shall mean the Privacy, Security, Enforcement and Breach Notification Rules and other regulations at 45 CFR Part 160 and Part 164, each as in effect and enforceable at the applicable time.

(iv) *"Services Agreement"* shall mean one or more written agreements between Covered Entity and BillingTree under which REPAY provides transaction processing and other services to or on behalf of Covered Entity.

II. Status of REPAY.

A. The Parties acknowledge and agree that, to the extent REPAY, in performing services on behalf of Covered Entity pursuant to the Services Agreement, is engaged in activities of a financial institution (as defined in section 1101 of the Right to Financial Privacy Act of 1978), or is engaged in authorizing, processing, clearing, settling, billing, transferring, reconciling, or collecting payments ("Payment Processing Services"), REPAY is not a Business Associate as defined in the HIPAA Regulations, and this BAA shall not apply to such Services.

B. To the extent REPAY provides services other than Payment Processing Services or is not otherwise engaged in payment activities as identified under §1179 of HIPAA, then REPAY may be deemed a Business Associate pursuant to the HIPAA Regulations, and the obligations set forth in this BAA shall apply.

III. Obligations and Activities of REPAY agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the BAA or the Services Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Services Agreement or the BAA;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the BAA or the Services Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of REPAY agree to the same restrictions, conditions, and requirements that apply to REPAY with respect to such information;

(e) Make available protected health information in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) 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 CFR 164.528;

(h) To the extent REPAY is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

IV. Permitted Uses and Disclosures by REPAY.

A. REPAY may only use or disclose protected health information as necessary to perform the services set forth in the Services Agreement.

B. REPAY may use or disclose protected health information as required by law.

C. REPAY agrees to make uses and disclosures and requests for protected health information only as necessary to fulfill its legal and regulatory obligations or its obligations under the Services Agreement.

D. REPAY may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

E. REPAY is permitted to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services, but only to the extent such use is permitted by the Services Agreement.

V. Permissible Requests by Covered Entity.

Covered Entity shall not request REPAY to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

VI. Term and Termination.

A. Term. This BAA shall become effective on the Effective Date and shall remain in effect until all of the Protected Health Information provided by Covered Entity to REPAY, or created, received, or maintained by REPAY on behalf of Covered Entity, is destroyed or returned to Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this BAA by REPAY, Covered Entity will:

1. Provide an opportunity for REPAY to cure the breach or end the violation, and terminate this BAA and/or any Services Agreement if REPAY does not cure the breach or end the violation within the time specified by Covered Entity; or

2. Immediately terminate this BAA and/or any Services Agreement if REPAY has breached a material term of this BAA and cure is not possible, as determined by Covered Entity.

C. Obligations of REPAY Upon Termination. Upon termination of this BAA for any reason, REPAY, with respect to protected health information received from Covered Entity, or created, maintained, or received by REPAY on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for REPAY to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information not retained by REPAY;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information for as long as REPAY retains the protected health information;

4. Not use or disclose the protected health information retained other than for the purposes for which such protected health information was retained; and

5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the retained protected health information when it is no longer needed by REPAY for its proper management and administration or to carry out its legal responsibilities.

VII. Miscellaneous.

A. Amendment. This BAA may be amended or modified only by written agreement of both Parties. The Parties agree to take such action to amend this BAA from time to time as is necessary for Covered Entity and REPAY to comply with the requirements of the HIPAA Laws and Regulations and other applicable Federal and state laws related to the confidentiality, privacy, security, integrity and availability of health information.

B. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies with the HIPAA Laws and Regulations. The word "including" as used in this BAA shall be construed to mean "including, but not limited to."

C. No Third-Party Beneficiaries. The provisions of this BAA shall be for the exclusive benefit of the Parties, and no third party is an intended beneficiary of, or shall be entitled to rely on, the provisions of this BAA. In amplification and not in limitation of the immediately preceding sentence, nothing expressed or implied in this BAA is intended or shall be construed to confer upon or give any Individual or entity other than the Parties, and their respective successors and permitted assigns, any rights or remedies under this BAA or by reason of this BAA or any transaction or circumstance contemplated by this BAA.

D. Entire Agreement. This BAA constitutes the entire agreement of the Parties with respect to the matters provided for in this BAA, and there are no prior or contemporaneous oral or written agreements or commitments by or among such Parties or their affiliates with respect to the subject matter of this BAA, except as expressly set forth in this BAA.

F. Waiver. No failure or delay by either Covered Entity or REPAY in exercising any right, power, or privilege under this BAA shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

G. Independent Contractor Relationship. REPAY shall act and be considered for all purposes as a contractor independent of Covered Entity. This BAA does not grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. This BAA does not in any way create a relationship of principal and agent, joint-venture, partnership, master and servant, employer and employee, or any similar relationship between Covered Entity and REPAY.

H. Regulatory References. A reference in this BAA to a section in the HIPAA Laws and Regulations means such section as it is in effect and enforceable at the applicable time.

I. This Agreement Controls over Services Agreement. This BAA modifies and amends the Services Agreement, inclusive of all other prior amendments or modifications to such Services Agreement. To the extent there is a conflict between the BAA and the Services Agreement, the terms and provisions of this BAA shall control as to the Parties' obligations under HIPAA. Otherwise, the terms and provisions of the Services Agreement shall remain in full force and effect and shall apply to any matter not specifically addressed herein.