

INFORMATION MANAGER AGREEMENT ("IMA")

Dated as of _____

BETWEEN:

(Please enter here your Business name and address)

(hereinafter referred to as the "Custodian")

AND:

HUSH COMMUNICATIONS CANADA INC.
360 – 580 HORNBY STREET
VANCOUVER, BC V6C 3B6

(hereinafter referred to as the "Information Manager")

THE PARTIES AGREE AS FOLLOWS:

Definitions

1. In this IMA:
 - a) "Services" means the provision of secure email and related services to Custodian by Information Manager;
 - b) "Information Manager Agreement" means this agreement;
 - c) "Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media; and
 - d) "Required by Law" means in response to a subpoena, warrant, order, demand or request by a Canadian court or other Canadian authority with jurisdiction to compel the disclosure, or as otherwise required by Canadian law.

Compliance with Applicable Laws

2. The Information Manager shall at all times comply with applicable laws, regulations and with the policies and procedures established or adopted by the Custodian as communicated to the Information Manager.
3. The parties shall comply with the provisions of applicable laws in the transmission, storage, and disposal of Protected Health Information.
4. Nothing in this agreement absolves the parties from complying with other statutory, legal or contractual requirements.

5. In providing the Services in accordance with this Agreement, the Information Manager may need to have access to, or may need to disclose, retain or dispose of Protected Health Information.

Services to be Provided

6. The Information Manager shall provide the Services in accordance with the terms and conditions of this IMA. The provision of the Services shall be governed by the Information Manager's standard terms and conditions, other than as modified by this Agreement.
7. The Information Manager shall not collect Protected Health Information, only the Custodian(s) may collect and use Protected Health Information, other than the Information Manager may use Protected Health Information only in order to perform the Services. The Custodian shall retain control over the Protected Health Information.
8. The Information Manager shall provide the Services with reasonable care, skill and diligence to a professional standard using appropriate administrative, technical and physical controls to protect the Protected Health Information including against such risks as unauthorized access, use, disclosure, destruction or alteration.

Confidentiality

9. The Information Manager shall treat all Protected Health Information that it has access to under this IMA as confidential. Only those employees, agents or subcontractors of the Information Manager who are engaged in providing the Services shall have access to Protected Health Information. The Custodian will provide Protected Health Information to the Information Manager on a need to know basis. The Information Manager shall take all reasonable steps to prevent disclosure of Protected Health Information.
10. The Information Manager shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
11. The Information Manager agrees to use appropriate safeguards for the security and protection of the Protected Health Information to prevent the use or disclosure of the Protected Health Information in a manner other than as provided for by this Agreement.
12. Should any disclosure of Protected Health Information occur, the Information Manager shall, within a reasonable period, provide notification to the Custodian, including the particulars of the disclosure. The Information Manager shall take all reasonable steps to mitigate, to the extent practicable, any harmful effect that is known or reasonably foreseeable to Information Manager, of the use or disclosure of Protected Health Information in violation of this Agreement.
13. Information Manager agrees to ensure that any agent or subcontractor to whom it provides Protected Health Information received from, created or received by Information Manager on behalf of, Custodian, agrees to the same or similar restrictions and conditions that apply to Information Manager in this Agreement with respect to such information.

Patient Requests for Information

14. Any requests to Information Manager from a patient for access to, correction of, or

otherwise relating to Protected Health Information shall be directed to the Custodian.

15. The Information Manager shall inform the Custodian of all patient requests with respect to Protected Health Information as soon as is reasonably practicable.

Audit

16. The Information Manager shall make its internal practices, books and records, including policies and procedures, relating to the use, disclosure and protection of Protected Health Information received from, created or received by Information Manager on behalf of Custodian available to the Custodian, in a time and manner (within 30 days following written request from Custodian) for the purpose of determining Information Manager's compliance with this Agreement and applicable legislation.

Protection and Security of the Protected Health Information

17. Information Manager may only use or disclose Protected Health Information to perform its functions, activities or services for, or on behalf of, Custodian as specified in this Agreement, provided that such use or disclosure would not violate the applicable legislation if done by Custodian or the minimum necessary policies and procedures of Custodian.
18. The Information Manager must limit access to the Protected Health Information only to those employees, subcontractors or agents of the Information Manager who have a need to know in order to perform their job responsibilities.
19. Custodian shall notify Information Manager of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Information Manager's use or disclosure of Protected Health Information.
20. Custodian shall notify Information Manager of any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, to the extent such changes may affect Information Manager's use or disclosure of Protected Health Information.
21. Custodian shall notify Information Manager of any restriction to the use or disclosure of Protected Health Information that Custodian has agreed to, to the extent such restriction may affect Information Manager's use or disclosure of Protected Health Information.
22. Custodian shall not request Information Manager to use or disclose Protected Health Information in any manner that would not be permissible if done by Custodian.

Term and Termination

23. This Agreement shall be effective as of the date set out above, and shall terminate when all of the Protected Health Information provided by Custodian to Information Manager, or created or received by Information Manager on behalf of Custodian, is destroyed or returned to Custodian, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the provisions of this Section.
24. Should Information Manager terminate the provision of its secure email services to Custodian in accordance with its standard terms and conditions, this Agreement will terminate as at the same date.

25. Upon Custodian's knowledge of a material breach by Information Manager, Custodian shall either
- a) Provide an opportunity for Information Manager to cure the breach or end the violation within 10 calendar days. If Information Manager does not cure the breach or end the violation within 10 calendar days this Agreement may be terminated; or
 - b) Immediately terminate this Agreement if Information Manager has breached a material term of this Agreement and cure is not possible.
26. Upon termination of this IMA, Information Manager shall:
- a) Return or destroy all Protected Health Information received from Custodian or created, maintained or received by Information Manager on behalf of Custodian. This provision shall apply to all Protected Health Information that is in the possession of subcontractors or agents of Information Manager. Information Manager shall not retain any copies of the Protected Health Information and shall destroy all duplicate copies of such Protected Health Information;
 - b) Retain only that Protected Health Information which is necessary for Information Manager to continue its proper management and administration or to carry out its legal responsibilities;
 - c) Continue to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Information Manager retains the Protected Health Information;
 - d) Not use or disclose the Protected Health Information retained by Information Manager other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
 - e) Return to Custodian or, if agreed to by Custodian, destroy the Protected Health Information retained by Information Manager when it is no longer needed by Information Manager for its proper management and administration or to carry out its legal responsibilities.

Notice

27. Every request, notice, delivery or written communication provided for or permitted by this Agreement shall be in writing and delivered in person, by registered or certified mail postage prepaid, courier, facsimile or email to the following addresses (or to such addresses as either party may from time to time designate by notice duly given in accordance with this section):

If to Information Manager:

Hush Communications Canada Inc.
360 – 580 Hornby Street
Vancouver, BC V6C 3B6

Attention: CEO

With a copy to: VP Finance & Legal

If by facsimile to 604-685-6907

If by email to [REDACTED] with a copy to [REDACTED]

If to Custodian:

Attention:

If by facsimile to

If by email to

All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by transmittal by overnight courier or hand for delivery on the next business day), (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next business day if transmitted by overnight courier (with confirmation of delivery).

General Provisions

- 28. The provisions of this IMA are binding upon the parties with respect to its subject matter, and may be modified or amended by the parties in writing.
- 29. This Agreement may be executed in counterpart.
- 30. Any ambiguity in this Agreement shall be resolved to permit Custodian to comply with the applicable legislation.
- 31. This Agreement is made under the laws of Canada and of the province in which the Custodian is located as set out above.
- 32. Paragraphs 9 through 13, 16 and 26 shall survive termination of this Agreement.

Hush Communications Canada Inc.

Per: _____
Authorized Signatory

Title:

Date: _____

Custodian - _____

Per: _____
Authorized Signatory

Name: _____

Title: _____

Date: _____