

## **Business Associate Agreement**

**BY CLICKING "I AGREE," "ACCEPT," OR A SIMILAR BUTTON OR CHECKBOX PRESENTED WITH THIS BAA AS PART OF PROVIDER'S ONBOARDING, ORDER FLOW, OR ACCOUNT CREATION PROCESS, COMPANY AGREES TO BE LEGALLY BOUND BY THIS BUSINESS ASSOCIATE AGREEMENT.**

Full Name: Anas Usmani

Email: anas.rafat@gmail.com

Job Title: Founder

Company: Techcall AI Agency FZE

Date: 12/05/2026

This Business Associate Agreement (the "BAA") is between Retell AI, Inc., a Delaware corporation ("Provider"), and the Techcall AI Agency FZE ("Company"). If you are accepting this BAA on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity (and its affiliates, as applicable) to this BAA.

### **1. Business Associate Obligations**

1.1 **Obligations and Restrictions.** Provider may not use or disclose PHI other than as described in this BAA, as permitted under the Privacy Rule, or as otherwise required by applicable law.

1.2 **Permitted Uses and Disclosures.** Except as otherwise permitted or required in this BAA, Provider may only use or disclose PHI as reasonably necessary to provide the Services or as otherwise required by applicable law.

1.3 **Privacy and Information Security Program.** Provider will maintain a privacy and information security program that takes steps to ensure that employees or agents of Provider comply with this BAA. This includes giving training to Provider's workforce to ensure compliance with this BAA, implementing policies and practices that meet the current standards for the protection of PHI, and appointing Privacy and Security Officials as required under HIPAA.

1.4 **Safeguards.** Provider will implement appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of PHI that it receives, creates, maintains, or transmits on behalf of Company. Provider will maintain appropriate technical and organizational safeguards designed to reduce the risk of misuse or disclosure of PHI except as permitted under this BAA. In addition, Provider will comply with its obligations under the Security Rule.

1.5 **Assessments.** Provider agrees to conduct regular assessments of its compliance with its obligations under the Privacy Rule and Security Rule. Provider will make available a summary of such assessments to Company upon Company's reasonable request.

1.6 **Mitigation of Risks.** Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of its obligations hereunder, and to promptly communicate to Company any actions taken pursuant to this paragraph.

1.7 **Subcontractors.** Except as restricted by applicable Limitations, (a) Provider may disclose PHI to a Subcontractor; and (b) may allow the Subcontractor to create, receive, maintain, or transmit PHI on its behalf. However, Provider must first ensure that each Subcontractor executes a binding, written agreement requiring the Subcontractor to protect PHI under terms consistent with this BAA. Provider will not be in compliance with this BAA if Provider knew of a pattern of activity or practice of a Subcontractor that constituted a material breach or violation of the Subcontractor's obligations under any agreement between Provider and the Subcontractor or under applicable law. Provider will conduct appropriate due diligence on all Subcontractors. Provider will provide Company with a list of all Subcontractors that receive Company's PHI and will ensure that such list remains updated. As of the Effective Date of this BAA, Provider's current list of Subcontractors is available at <https://trust.retellai.com/subprocessors>.

1.8 **Books and Records to HHS.** Upon request, Provider will make its books, records, and internal policies and procedures relating to the use and disclosure of PHI available to the Secretary of HHS for the purpose of determining Company's and Provider's compliance with HIPAA.

1.9 **Audit of Books and Records.** Upon reasonable request, Provider will make its books, records, and internal policies and procedures relating to its compliance with this BAA available to Company. However, Provider is not required to provide any information or records that interfere with Provider's confidentiality or proprietary rights or that would otherwise impact Provider's compliance with its legal obligations.

1.10 **Individual Requests.** **Provider** will take reasonable efforts to support **Company** in completing requests related to individuals' rights under HIPAA as related to the Services in a timely manner, but in no event will **Provider's** response take more than ten business days. Examples of individual rights under HIPAA include the right to access PHI pursuant to 45 CFR §164.524, amend PHI pursuant to 45 CFR §164.526, and receive accounting of disclosures pursuant to 45 CFR §164.528. If relevant to the Services, **Provider** will maintain an accounting of disclosures it makes on **Company's** behalf as required under 45 CFR §164.528(a). Except as directed by **Company** or required by law, **Provider** will not respond directly to any individual requests regarding their rights under HIPAA.

1.11 **Compliance with Covered Entity's Obligations.** To the extent that **Provider** carries out **Company's** obligations under the Privacy Rule, **Provider** will comply with the requirements of the relevant Privacy Rule regulations that apply to **Company** in the performance of such obligations.

## 2. Company Obligations

2.1 **Notice of Privacy Practices.** **Company** will provide **Provider** with its current notice of privacy practices adopted as required by the Privacy Rule. **Company** will notify **Provider** if any limitations in its notice of privacy practices impact **Provider's** use or disclosure of PHI under the BAA.

2.2 **Notice of Changes.** **Company** will notify **Provider** in a timely manner of any changes to how **Company** uses or discloses PHI to the extent that the changes impact how **Provider** uses or discloses PHI under the BAA.

2.3 **Notice of Restrictions.** **Company** will notify **Provider** in a timely manner of any restrictions agreed upon with an individual or their legal representative to the extent that the restrictions may impact **Provider's** use or disclosure of PHI under the BAA.

2.4 **Compliance with Laws.** **Company** will only use and disclose PHI to **Provider** in accordance with its obligations under HIPAA and with applicable law.

2.5 **Mitigation.** To the extent practicable, **Company** agrees to use commercially reasonable efforts to mitigate any harmful effect resulting from use and/or disclosure of PHI by **Provider** in violation of the requirements of this BAA.

2.6 **Company's Failure to Perform.** If **Company** (or its contractor or agent) does not perform its obligations under this BAA, **Provider** shall be excused for its failure to perform its responsibilities under the **Agreement** and this BAA to the extent that such responsibilities are dependent upon **Company's** performance.

## 3. Data Rights & Restrictions

3.1 **Offshoring PHI.** Except as restricted by applicable **Limitations**, **Provider** is permitted to use and disclose PHI outside of the United States to provide the Services.

3.2 **De-Identification.** Except as restricted by applicable **Limitations**, **Provider** may de-identify PHI, it being understood that PHI that has been de-identified within the meaning of 45 CFR § 164.514(b) is no longer PHI.

3.3 **Aggregation.** Except as restricted by applicable **Limitations**, **Provider** may aggregate PHI for its own purposes.

## 4. Breach Notification

4.1 **Breach Reporting.** **Provider** will report to **Company** as soon as commercially possible, but in all events no more than 21 business days, each use or disclosure of PHI not permitted under this BAA of which **Provider** becomes aware, including breaches of unsecured PHI as required by §164.410 of HIPAA and any Security Incident involving PHI. In addition, each party will comply with its notification obligations under HIPAA regarding a Security Incident involving PHI.

4.2 **Unsuccessful Attempts.** **Company** agrees that this section will be deemed as sufficient notice under Section 4.1 if **Provider** periodically receives unsuccessful attempts for unauthorized access to, use of, or disclosure of PHI, or for general interference with the general operation of **Provider's** products and services.

4.3 **Confidentiality.** **Provider** will not disclose information related to a Security Incident except as required by applicable law.

## 5. Term & Termination

5.1 **Term.** This BAA will start on the **BAA Effective Date** and will continue in effect until the later of when all obligations of the parties have been met under this BAA or when the **Agreement** ends or expires.

5.2 **Termination.** Either party may terminate this BAA if the other party fails to cure a material breach of the BAA within 30 days after receiving notice of the breach. A material breach of the BAA will be deemed a material breach of the **Agreement**.

### 5.3 **Effect of Termination.**

a) Upon any expiration or termination of this BAA, or earlier if directed by **Company**, **Provider** will either return or destroy, at **Company's** discretion and according to **Company's** instructions, all PHI maintained in any form by **Provider**, its agents, or its Subcontractors.

b) **Provider** may not retain any copies of PHI unless directed to do so by **Company**. However, if neither return nor destruction are feasible, **Provider** may retain PHI as long as **Provider** continues to comply with all provisions of this BAA for the time it retains PHI and limits the use or disclosure of retained PHI to those purposes that made the return or destruction of PHI infeasible.

## 6. Definitions

6.1 "**BAA**" means this Business Associate Agreement and all terms and conditions herein.

6.2 "**BAA Effective Date**" means the date on which Company first accepts this BAA by clicking "I Agree," "Accept," or a similar electronic acceptance mechanism.

6.3 "**Breach**" has the meaning given to it under HIPAA.

6.4 "**Business Associate**" has the meaning given to it under HIPAA.

6.5 "**Covered Entity**" has the meaning given to it under HIPAA.

6.6 "**Designated Record Set**" has the meaning given to it under HIPAA.

6.7 "**HHS**" means the U.S. Department of Health and Human Services.

6.8 "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder, as amended from time to time.

6.9 "**Privacy and Security Officials**" has the meaning given to it under HIPAA.

6.10 "**Privacy Rule**" means the federal privacy regulations issued pursuant to HIPAA, codified at 45 CFR Parts 160 and 164 (Subparts A & E).

6.11 "**Protected Health Information**" or "PHI" has the meaning given to it under HIPAA.

6.12 "**Security Incident**" has the meaning given to it under HIPAA.

6.13 "**Security Rule**" means the federal security regulations issued pursuant to HIPAA, codified at 45 CFR Parts 160 and 164 (Subparts A & C).

6.14 "**Services**" means the products and services provided by **Provider** under the **Agreement**.

6.15 "**Subcontractor**" means a third party to whom **Provider** provides PHI under this BAA.

## 7. Miscellaneous

7.1 **Amendment.** The parties agree to take such action as is necessary to amend this Extended BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict-of-law principles that would result in the application of the laws of another jurisdiction.

7.3 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.4 **Notices.** Notices under this BAA shall be provided in accordance with the notice provisions of the applicable services agreement between the parties, or if none exist, via email or other electronic means reasonably designed to provide notice.

7.5 **Electronic Acceptance.** THE PARTIES AGREE THAT THIS BAA MAY BE ACCEPTED ELECTRONICALLY, INCLUDING THROUGH CLICK-WRAP OR SIMILAR ONLINE ACCEPTANCE MECHANISMS, AND THAT SUCH ACCEPTANCE CONSTITUTES A VALID AND BINDING AGREEMENT ENFORCEABLE AGAINST THE PARTIES TO THE SAME EXTENT AS A HANDWRITTEN SIGNATURE.

## Retell AI Contact Information

Legal Team (legal@retellai.com)

Compliance & Support Team (support@retellai.com)