General Terms and Conditions

By agreeing to receive and/or submitting a Proposal, Bidder accepts and agrees to these General Terms and Conditions ("Terms & Conditions").

1. Definitions.

(a) "Affiliate" means, in relation to Bidder or DaVita respectively, any entity controlling, controlled by, or under common control with such party, for only so long as such control exists. For these purposes, "control" shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of the entity, whether through the ownership of voting securities, by contract, or otherwise, or (ii) the ownership, of more than fifty percent (50%) of the voting securities or other ownership interest of an entity.

(b) "Bidder" means a party that submits a Proposal in response to this RFP.

(c) "Confidential Information" means: (i) with respect to DaVita, all non-public or commercially sensitive data, information, or other materials disclosed or otherwise made available by or on behalf of DaVita pursuant to this RFP, whether in oral, electronic, visual, written, or any other form, including without limitation: (A) all information regarding DaVita's business, business plans, technology, strategy, operations, finances, sales, supply chain, transactions, employees, patients, databases, or customers; (B) the existence and terms of this RFP and the evaluation process; and (C) all data, analysis, compilation, studies and other documents prepared by Bidder which contain or otherwise reflect or are generated, developed, or derived from the information referred to above; and (ii) with respect to Bidder, any non-public information or material disclosed in connection with its Proposal that is, at the time of disclosure, marked or, if disclosed orally, visually, or in other non-tangible form, identified in a writing as confidential contemporaneous with such disclosure. "Confidential Information" does not include information: (a) that is or becomes generally available to the public, through no fault of the receiving party and without breach of this RFP; (b) is or was already in receiving party's possession without restriction prior to any disclosure by the disclosing party; (c) is or has been lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; or (d) was developed independently by the receiving party without access to, use of or reference to the disclosing party's Confidential Information.

(d) "DaVita" means DaVita Inc. and its Affiliates.

(e) "Definitive Agreement" means a written agreement to be entered into between DaVita and a successful Bidder and signed by an authorized representative of Bidder and DaVita.

(f) "Proposal" means all documents and responses submitted by a Bidder related to its bid to provide the goods and/or services described in this RFP.

2. Scope of Request for Proposal. This request for proposal ("RFP") is a solicitation of a proposal to provide the goods and/or services in accordance with the requirements outlined in this RFP. The purpose of this RFP is to set out sufficient information to enable Bidder to submit a Proposal, and it may not result in the award of any business. This RFP is neither intended to, nor should it be construed as, an offer to enter into any contract, agreement, understanding or any other arrangement with Bidder. Entering into discussions or negotiations with Bidder with respect to a Proposal shall not be deemed to be an acceptance of such Proposal or an agreement between DaVita and Bidder. DaVita will not have any obligation to Bidder unless and until it has entered into a Definitive Agreement with Bidder on terms and conditions satisfactory to DaVita in its sole discretion.

Bidder acknowledges and agrees that: (a) any and all information, data and materials furnished by DaVita in connection with this RFP is provided without any representation or warranty, express or implied, including without limitation, as to the accuracy or completeness of such information, data and materials; (b) DaVita shall have no liability to Bidder, its Affiliates, or its and their respective representatives relating to or arising from the use of or reliance upon any such information, data, and materials or any errors or omissions therein; and (c) the information, data and processes described by DaVita in this RFP are merely statements of DaVita's current intention, and those statements create no obligation or actionable promise on the part of DaVita.

3. **DaVita Reservations**. DaVita expressly reserves the right, at any time and from time to time, without prior notice and within its sole and absolute discretion, to:
   (a) cancel, suspend or modify this RFP, or any aspect of this RFP or the evaluation process;
   (b) determine which bidders to allow to participate in this RFP;
   (c) establish the evaluation criteria and process related to this RFP;
   (d) discuss with any DaVita employees, officers, directors, guest teammates, agents, consultants and/or advisors the terms of any Proposal submitted by Bidder in order to assist DaVita in its evaluation of Bidder's Proposal;
   (e) discuss with Bidder and its representatives the terms of its Proposal and obtain clarification from Bidder and its representatives concerning its Proposal;
   (f) request from Bidder information that is not explicitly detailed in this RFP, but that, in the sole opinion of DaVita is necessary for evaluation of the Proposal;
   (g) conduct discussions or negotiations with any or all bidders or a party not participating in the RFP;
   (h) reject any or all Proposals, including without limitation, Proposals that are incomplete contain any irregularities, or contain the most competitive financial terms;
   (i) waive any of the conditions or requirements set out in this RFP in respect of any or all bidders; and/or
   (j) execute one or more Definitive Agreements or not sign a Definitive Agreement.

4. **Costs and Expenses of Proposal**. All costs and expenses incurred by Bidder in connection with participation in this RFP, including without limitation the preparation of a Proposal and any subsequent demonstrations related to such Proposal, shall be the sole and exclusive responsibility of Bidder. DaVita shall have no liability or obligation to reimburse whatsoever for any such costs and expenses, including without limitation, if this RFP is cancelled or modified in any way.

5. **Ownership of Proposal**. Proposals submitted shall become the property of DaVita and will not be returned to Bidder under any circumstances. Bidder-specific information (such as names, contact information, or pricing data) included in the Proposal may be used by DaVita in the evaluation process. Such Bidder-specific information will not be shared with third parties, except for benchmarking purposes in a disguised, aggregated format, or with prior written consent of Bidder. This RFP may not be duplicated or disseminated by Bidder, without the prior written consent of DaVita, which consent may be withheld by DaVita in its sole and absolute discretion.

6. **Confidentiality**. This RFP and all information included herein is DaVita's Confidential Information, and it may not be copied or excerpted without DaVita's prior written consent. If Bidder elects not to submit a Proposal, or if Bidder is no longer under consideration by DaVita, Bidder must return or destroy all physical or electronic copies of this RFP and any materials supplied by DaVita in relation thereto.

DaVita and Bidder agree that in connection with this RFP, it may have access to Confidential information of the other party. Bidder, in its capacity as the receiving party, agrees to use DaVita's Confidential Information only to prepare and submit a Proposal, and DaVita, in its capacity as the receiving party, agrees to use Bidder's Confidential Information only in its evaluation process for this RFP or as provided elsewhere in these General Terms and Conditions (as applicable to the receiving party, the "Purpose"). Each party, in its capacity as the receiving party, agrees: (a) to maintain and protect the disclosing party's Confidential Information with the same degree of care with which it treats its own information of a similar nature, but in no event less than reasonable care; (b) not to disclose or permit the disclosure of the disclosing party's Confidential Information, except to the receiving party's employees, contractors, representatives, agents, Affiliates, auditors, and/or consultants who (i) have a need to know such information for the Purpose, (ii) are informed of the confidential nature of such information, and (iii) are bound by an obligation of confidentiality and restrictions on use no less restrictive than the obligations contained herein. The receiving party shall be responsible for any unauthorized disclosure or use of the disclosing party's Confidential Information by any party to whom the receiving party discloses such Confidential Information. The foregoing obligations of confidentiality shall survive expiration or earlier termination of the close of this RFP by three (3) years, unless such Confidential Information constitutes a trade secret, and in such event, these obligations shall continue for so long as such Confidential Information constitutes a trade secret, or unless such Confidential Information is personally identifiable information, and in such event, these obligations of confidentiality and restrictions on use shall continue in perpetuity.

Notwithstanding anything in this Section to the contrary, the receiving party may disclose the disclosing party's Confidential Information if and to the extent such disclosure is in response to and required by a valid court order or other legal process; provided however, that the receiving party has first given the disclosing party prompt notice of the potential disclosure, if such notice is allowed under applicable law, to allow the disclosing party an opportunity to seek a protective order or other relief. The receiving party will cooperate with the disclosing party and provide reasonable assistance in the event the disclosing party seeks a protective order or confidential treatment of such Confidential Information.

Each of DaVita and Bidder acknowledges that Confidential Information is unique and valuable and that any breach or threatened breach of this Section will result in irreparable injury to the disclosing party, for which monetary damages alone would not be an adequate remedy. Each of DaVita and Bidder therefore agrees that, in addition to any other legal or equitable remedies available, the disclosing party shall be entitled to specific performance and an injunction or other equitable relief as a remedy for any threatened or actual breach of this Section. Each of DaVita and Bidder waives any requirement for the securing or posting of any bond in connection with such remedy, and the disclosing party shall not be required to prove damages in order to avail itself of such equitable relief.

7. **Representations and Warranties**. Bidder represents and warrants that: (a) all information contained in its Proposal is true, accurate and not misleading; (b) its Proposal is original, and does not infringe the rights of any third party; (c) it has read, understands and accepts these Terms and Conditions, which take precedence over any provisions contained otherwise in this RFP or in its Proposal; (d) the execution and delivery of its Proposal shall have been duly authorized by all necessary action on the part of Bidder; (e) Bidder shall not disclose to any other bidder or potential bidder in the RFP process: (i) that Bidder has been invited to, and/or is participating in this RFP or (ii) the existence of, or the price or any other terms or conditions of its Proposal; and (f) Bidder's Proposal is its good faith best

offer and there has been no attempt by Bidder to induce any other bidder to submit or not submit a proposal.

8. **Conflict of Interest**. It is the responsibility of Bidder to notify DaVita in writing of any possible conflict of interest. A conflict of interest may arise if a DaVita employee, officer or agent involved in the RFP has a financial or other interest in Bidder. DaVita reserves the right to suspend or cancel this RFP and/or to disqualify Bidder if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the services and/or goods to be provided by Bidder. DaVita's determination regarding any questions of a conflict of interest shall be final.

9. **Non-Exclusion**. Bidder covenants, represents and warrants, that at the time of submission of its Proposal, that neither it nor any of its Affiliates or its or their respective employees, contractors or subcontractors (a) is named, or excluded, on, or from, any of the following lists: (i) HHS/OIG List of Excluded Individuals/Entities; (ii) the GSA's System for Award Management, which was formerly known as the GSA List of Parties Excluded from Federal Programs; and (iii) OFAC "SDN and Blocked Individuals"; (b) is under investigation or otherwise aware of any circumstances which would result in Bidder being excluded from participation in any Federal health care program, as defined under 42 U.S.C. §1320a-7b(f); (c) has ever been either convicted of a criminal offense, assessed civil monetary penalties pursuant to the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, 42 U.S.C. § 1320a-7(b)(1)-(3) or excluded from the Medicare program or any state health care program; or (d) is subject to an action or investigation that could lead to the conviction of a criminal offense, the assessment of civil monetary penalties, or exclusion from the Medicare program or any state health care program. Bidder will notify DaVita within twenty-four (24) hours if (A) any of the foregoing covenants, representations or warranties are found to have been untrue when made or cease to be true and correct at any time or (B) if an action or investigation arises that could result in the conviction of a criminal offense, or the exclusion of it, or any of its Affiliates or its or their respective employees, contractors or subcontractors from the Medicare program, any state health care program or would otherwise result in it, its Affiliates or its or their respective employees, contractors or subcontractors being excluded as set forth in this Section.

10. **No Remuneration**. Bidder covenants, warrants and represents that Bidder has not, is not obligated to, and will not: (a) make any payment or provide any remuneration or items of value to any third party or to DaVita or its Affiliates, officers, directors or employees in return for DaVita including Bidder in this RFP or for entering into a Definitive Agreement; or (b) accept gratuities which would influence its impartiality, create a conflict of interest, or create the appearance of a bribe or impropriety relative to this RFP or the transactions contemplated by this RFP.

11. **No Discrimination**. It is the policy of DaVita to conduct its relations with a Bidder and that Bidder conducts its relations without any regard to race, color, religion, sex, sexual orientation, pregnancy, age disability, national origin, marital status, ancestry, medical condition, veteran's status, or any other classification protected by law.

12. **DaVita's Policies**. Bidder should familiarize itself and be able to comply with DaVita's policies applicable to suppliers performing services for, and/or providing products to, DaVita, as such are published at https://www.davita.com/about/suppliers.

13. **Choice of Law**. All disputes, issues and questions arising out of or related to this RFP, including without limitation, its construction, validity, and interpretation, shall be governed by and construed in accordance with the laws of the State of Colorado and controlling U.S. federal law without regard to conflict of laws principles. All disputes related to this RFP shall be brought exclusively in the state of federal courts sitting in Denver, Colorado. Bidder irrevocably and unconditionally consents to the jurisdiction of any federal or state court located in Denver, Colorado, and also hereby irrevocably waives and defense of improper venue or forum non conveniens to any such action brought in those courts.