DOCUMENT # COMP-INTL-008	Doc. Type: Policy	Version: 6.0
TITLE: Anticorruption Policy		
DEPARTMENT: International Compliance (Team Quest) AUTHOR: Georgia Albert, International CCO DOCUMENT OWNER: International CCO APPROVED BY: Georgia Albert, International CCO; Ana Lopez Minguez, International Chief Risk Officer	Effective date: August 1, 2026 Review Date: August 1, 2029	

This policy applies to:

(a) Teammates (including guest teammates and Contract Teammates) and directors of all business units and entities managed and/or operated by DaVita International (https://www.davita.com/international), a division within the DaVita group of entities

(b) US-based Teammates who are not employed by business units and entities managed and/or operated by DaVita International, to the extent that they are performing tasks related to DaVita International business.

(c) Any other person to whom DaVita International policies may apply, by adoption, contractual obligation or otherwise.

Teammates must promptly report all potential violations of DaVita's Code of Conduct, Compliance Policies and Procedures and/or applicable laws or regulations. Reports should be made to the Compliance Department (Team Quest), through the Compliance Hotline website or dedicated phone numbers listed on the hotline posters in each country. In accordance with DaVita's Non-Retaliation policy, DaVita will not tolerate any form of retaliation against anyone who files a compliance report in good faith. Questions regarding any Compliance Policy may be directed to Team Quest.

1. **PURPOSE:** To prohibit corrupt activities, and to require accurate books and records, in accordance with the *Code of Conduct* and the U.S. Foreign Corrupt Practices Act as well as other anti-corruption and anti-bribery laws, including laws prohibiting commercial bribery.

2. **SCOPE AND DEFINITIONS:** Please refer to Document COMP-INTL-002 Compliance Policies: Introduction, Applicability and Shared Glossary. All terms that are defined in the Glossary are in ***bold italics.*** Certain important terms used in this policy are also defined below.

Term	Definition
Anything of Value	Any financial or other non-economic benefit, including, but not limited to, cash or cash equivalents; gifts, entertainment, hospitality, travel, or other ***Business Courtesies***; free or discounted goods or services; overpayment of property or services; assumption or forgiveness of debt; employment, internship or other benefit; or intangible benefit that may enhance an individual's reputation, social or business standing (e.g. making donations to a ***Government Employee or Official's*** favoured charity).
Contractor or **Contract Teammate**	A physician or other professional who is not an employee of ***DaVita***, but is engaged or retained by ***DaVita*** to provide regular services on an ongoing basis under ***DaVita's*** direction or on ***DaVita's*** behalf.
Government Employee or Official	An official or employee of any ***Government or Government Entity*** and any candidate for public office, or any person acting in an official capacity for or on behalf of a ***Government or Government Entity***. Note that this definition includes physicians employed by public hospitals or clinics.
Government or Government Entity	Any department, agency, instrumentality, subdivision or other body of any federal, regional, or municipal government, any commercial or similar entities that the government controls or owns (whether partially or completely), including any state-owned and state-controlled companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party. Note that this definition includes public hospitals or clinics that are owned or controlled by the government.
Referral Source	An individual or entity that actually or potentially refers patients to, or generates business for, ***DaVita***, including physicians, hospitals, and other healthcare professionals and providers.
Third Party	An external company or individual who provides goods and/or services to ***DaVita***.

3. WHAT IS CORRUPTION?

3.1. Corruption may be "active" or "passive." Both are strictly prohibited.

3.1.1. Active corruption is giving, offering, promising, or authorizing the giving of ***Anything of Value*** (even of small value) to anyone, including but not limited to ***Government Employees or Officials***, with a corrupt intent, in order to obtain a business advantage for ***DaVita***. Examples of a business advantage are the award of a tender, obtaining a contract with a payor, the approval of a license, the referral of patients, or a good result on a tax audit.

3.1.2. Passive corruption is asking for, accepting, or receiving ***Anything of Value*** (even of small value) from anyone in exchange for favouring them in their business with DaVita – for example, accepting money from a potential vendor in exchange for selecting that vendor instead of another, or accepting money from a patient in exchange for giving that patient a better shift.

3.2. Corruption may also be "direct" or "indirect." Both are strictly prohibited.

3.2.1. Direct corruption is when ***Anything of Value*** (even of small value) is given, offered, promised, or authorized to be given directly to the ultimate recipient – for example, directly to a ***Government Employee or Official*** or ***Referral Source*** – with a corrupt intent.

3.2.2. Indirect corruption is when ***Anything of Value*** (even of small value) is given, offered, promised, or authorized to be given not directly, but rather through someone else—for example, if the thing of value is given to an associate or relative of the ultimate recipient, or given through a ***Third Party***.

3.3. Credible and Imminent Threat of Physical Harm or Injury

3.3.1. ***DaVita*** requires ***Teammates, Contractors*** and ***Third Parties*** to refuse all solicitations or requests for ***Anything of Value*** that are inconsistent with this Policy. However, there may be very rare cases where refusing the request would put a ***Teammate*** or another person at credible, imminent risk of physical harm. (For example, at a time of civil unrest, an armed official at a road block threatens to shoot a ***Teammate*** unless the ***Teammate*** pays a bribe to pass the road block.) In such an exceptional case, it is acceptable under this policy to agree to the request, strictly in order to prevent imminent physical harm to a ***Teammate*** or others. If this happens, the transaction must be:

- Reported to the ***Local Compliance Lead*** or other member of International ***Team Quest*** as soon as possible; and
- Accurately recorded and reported in accordance with ***DaVita's*** accounting policies.

4. WHAT ARE DAVITA'S OBLIGATIONS REGARDING ITS BOOKS AND RECORDS AND INTERNAL CONTROLS?

4.1. We have an obligation to make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect all ***DaVita*** transactions and dispositions of assets. Therefore, ***Teammates*** must help ensure that our financial books and records and all other business records are true and accurate.

4.2. We have an obligation to devise and maintain a system of internal controls sufficient to provide reasonable assurances that:

- All transactions are executed with management's general or specific authorization; and
- Transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements and to maintain accountability for assets.

Therefore, ***Teammates*** may not:

- Falsify or improperly alter information in any record, report or other document; or
- Fail to disclose or record payments, funds, or accounts.

4.3. We have an obligation to maintain policies and procedures to ensure proper internal authorization and approvals for all expenditures, ***Business Courtesies***, and any other payments. These policies may be created by ***Team Quest***, Finance or ***People Services***. We expect ***Teammates***, including ***Contract Teammates*** (and ***Third Parties***, as relevant) to know, understand and follow the policies that apply to them.

5. ROLES AND RESPONSIBILITIES

5.1. All ***Teammates*** (including ***Contract Teammates***) and ***Third Parties*** are responsible for ensuring full compliance with this Policy.

5.2. All ***Teammates*** (including ***Contract Teammates***) and ***Third Parties*** must promptly report any ***Suspected Violation*** of this Policy to a ***DaVita*** leader, a member of ***Team Quest***, or DaVita's International Compliance Hotline.

5.3. ***Teammates*** (including ***Contract Teammates***) and ***Third Parties*** (as relevant) should monitor for any indicators of potential corruption risk or situations that may raise red flags for corruption and review these with their ***Local Compliance Lead*** or other member of the International ***Team Quest*** team as appropriate. These include:

- Contract terms with vague deliverables or no description of the work that will be performed;

- Insufficiently justified requests for amended contract terms;
- Requests for fees, bonuses, and other payments tied to the success of particular transactions;
- Requests for payments to be made to a different entity than the one performing the work, or in a different country;
- Requests by a ***Government Employee or Official*** to use a particular ***Third Party***, including a relative of the ***Government Employee or Official***; or
- Invoices that do not appear genuine: *e.g.*, backdated, duplicate, or consecutively numbered invoices or round-dollar transactions.

5.4. All ***Teammates*** (including ***Contract Teammates***) and ***Third Parties*** must cooperate with any compliance inquiry, audit, investigation, or other activity related to this or other ***International Compliance Policies and Procedures***, including, but not limited to, reviews of, and interviews concerning, payments to third parties, expense vouchers and reports, and sample transactions.

6. RELATED DOCUMENTS

6.1. COMP-INTL-002 Compliance Policies: Introduction, Applicability and Shared Glossary

7. REVISION HISTORY

Doc. Revision	Description	Revision Date
1.0	Policy Creation	07/2013
2.0	Initially adopted in EMEA	10/2013
3.0	First version under new numbering system; no substantive amendments	07/2016
4.0	Issued as unified international policy by removing references to EMEA and other regions (all equivalent regional policies superseded); replaced references to regional business or Team Quest leadership with references to either country or international business or Team Quest leadership, as appropriate.	10/2018
5.0	Simplified policy language. Made more explicit applicability to Contract Teammates. Updates to document formalities.	08/2023
6.0	Updated formalities; minor clarifying edits.	08/2026