



Supplier Guiding Principles

GERMANY



Our Mission

To be the Provider, Partner and Employer of Choice

DaVita Medical Group takes great pride in providing life-sustaining care to our patients. We are committed to caring for our patients and teammates. In the same way, we are committed to conducting our business activities in compliance with our policies, procedures, and applicable laws and regulations and requiring the same of our Supplier partners. Conducting business in a way that upholds DaVita's Core Values is a component of The DaVita Way. Our Vision, Unwavering pursuit of a healthier tomorrow, can only be achieved by all of us adhering to these commitments.

To reinforce our commitment, we have created this Supplier Code of Conduct. It is critical that our Supplier Partners understand that DaVita does not condone, reward nor tolerate unethical business practices of any kind and we will seek Supplier Partners who share the same values and business practices.

We will require that our Supplier partners adhere to this Supplier Code of Conduct and our [Anticorruption Policy](#)¹ through Agreements.



Ethical Business Practices

DaVita Medical Group expects our Supplier Partners to comply with all laws and regulations relevant to our business and engage in fair and honest business practices.

Anti-Kickback

Suppliers may never offer, give, solicit or receive any form of bribe, kickback or improper inducement. When offered a business courtesy that is inconsistent with DaVita policies and our [Anticorruption Policy](#), the Supplier should decline the offer. DaVita strictly prohibits any kickbacks and will not engage with any Suppliers who are found to engage in these practices.

Protect Information

Suppliers are responsible for protecting DaVita's intellectual property, proprietary information, and personal information. They may only share DaVita intellectual property and information with employees, business partners, or third parties with DaVita's consent according to their Agreement with DaVita and when it is required for work purposes.

Diversity & Belonging

As a Community First and Company second, Diversity & Belonging is at the core of our mission. As such, we encourage our Suppliers to invest in Diverse, Women-owned and LGBTQ businesses through inclusion in the RFP process or by initiating Supplier Diversity programs of their own.

Conflict of Interest

Suppliers should avoid all conflicts of interest and minimize the appearance of such. In order to avoid actual conflicts, and minimize the possibility or appearance of conflicts of interest, do not offer our staff money, loans, credits or discounts, gifts or more than nominal value, entertainment, favors, or free or discounted products or services.



Human Rights

DaVita Medical Group utilizes fair employment practices, as well as strives to provide a safe, healthy and productive work environment for its employees. DaVita expects Suppliers to uphold the same standards in accordance to the laws of the places in which it conducts business.

Safe & Healthy Environment

Providing a healthy and safe environment extends beyond patient care and into our communities. Our facilities are part of our larger communities, and we are committed to their continued health as well. We are committed to conserving resources and reducing our ecological footprint by complying with environmental laws and expect the same of our Supplier Partners.

Wages, Benefits & Working Hours

DaVita pays employees a competitive wage, as benchmarked with other leading companies. At a minimum, we expect our Suppliers to comply with all applicable rules and regulations, including minimum wage, overtime and maximum hours.

Human Rights

DaVita does not use child or forced labor or similar in any of our operations or facilities, and we expect Suppliers with whom we do business to uphold the same standards also with respect to [UN Declaration of Human rights](#)². We expect our Suppliers to comply also explicitly with [German](#)³ and [European Supply Chain Human Rights](#)⁴.

Fair Employment Practices

Suppliers are responsible for supporting fair employment values by complying with applicable labor and employment laws, including anti-discrimination and privacy laws.



Environmental

DaVita Medical Group is committed to implementing successful and meaningful environmental programs to promote conservation, stewardship and sustainability at our offices, centers and other facilities. Likewise we expect our Suppliers to operate in an environmentally responsible manner.

Supply Chain Environmental Aspects

Suppliers will comply with all applicable environmental regulations, laws, codes, and other governmental requirements and authorizations also with respect to [German⁵](#) and [European Supply Chain Environmental Aspects⁶](#). Suppliers shall obtain and follow all associated operational and reporting requirements of required environmental permits, licenses, information registrations and restrictions.

Waste & Emissions

Suppliers will ensure the safe handling, movement, storage, recycling, reuse, or management of waste, air emissions and wastewater discharges. Prior to the release into the environment of any waste, wastewater or emissions, Suppliers must appropriately manage, control and treat any potential adverse impact to human or environmental health.

Sustainability

Suppliers will operate in an environmentally responsible and efficient manner, and they shall minimize adverse impacts on the environment. Suppliers are urged to conserve natural resources, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle.

Water & Energy Conservation

As part of our unwavering pursuit of a healthier tomorrow, we are dedicated to doing our part to care for the health of our planet. We expect our suppliers to make efforts to minimize their use of natural resources.



Cooperation

DaVita expects the following cooperation⁷

Fundamental willingness to co-operate

The Supplier Partner shall cooperate with us and support us at its own expense to the best of its ability in all measures required regard to the above-mentioned human rights and environmental aspects, in particular by participating in and conducting its own training and further education, participating in and conducting its own inspections, participating in and conducting its own joint initiatives and cooperating in and implementing corrective action plans with us.

Contractual assurance

The Supplier Partner agrees to assure compliance with human rights and environmental aspects and their appropriate addressing within its own supply chain.

Measures taken by the Supplier Partner in its own business area

In accordance to the Supply Chain Due Diligence Act the Supplier Partner is obliged to establish and implement appropriate and effective risk management processes and risk analyses. Risks and violations must be identified, weighted, prioritised and countered with suitable measures in order to prevent, terminate, minimise and, if necessary, compensate for these risks or

violations. This applies in particular if the Supplier Partner has caused or contributed to these risks or violations through its business activities.

The Supplier Partner must also establish an appropriate grievance mechanism to enable individuals to report the above-mentioned human rights and environmental aspects and violations of human rights and environmental aspects arising from the Supplier Partner's business activities or in its supply chain.



Cooperation

Information rights

DaVita attaches great importance to transparent communication with its Supplier Partners. At our express request, the Supplier Partner will inform us in accordance with the need-to-know principle about the serious risks and violations it has identified and the measures it has taken and whether, when and to what extent these measures were effective. The Supplier Partner shall provide information and complete questionnaires in accordance with our instructions. The Supplier Partner must obtain and maintain certificates in accordance with our specifications.

Suspension and termination of the business relationship

If the Supplier Partner seriously or culpably violates standards and/or obligations under this Code, we reserve the right to temporarily suspend the business relationship or parts thereof, in particular until the violation has been remedied. In the event of a very serious or culpable breach, we also reserve the right to terminate the business relationship or parts thereof if continuation is no longer reasonable. In the event of suspension and cancellation, we may also withdraw from

concluded contracts if the breach is not remedied within a reasonable period of time set by us, whereby in the case of serious or repeated breaches a deadline is only necessary if it is reasonable for us.

Violations

The Supplier Partner shall be liable to us for all culpable breaches of statutory standards and/or obligations under this Code. In addition, the Supplier Partner shall be liable, regardless of fault, for all legal consequences resulting from its breaches of standards and/or obligations under this Code, insofar as it has assured us of these. The Supplier Partner shall also indemnify us on first demand against all legal consequences arising from its culpable breaches and omissions of standards and/or obligations under this Code and shall also assume the defence against these legal consequences at its own expense and in accordance with our instructions. In addition, the Supplier Partner assumes an obligation, irrespective of fault, to indemnify us against all legal consequences arising from its breaches of standards and/or obligations under this Code, insofar as it has assured us of these.

Resources

¹DaVita Anticorruption Policy

² UN Declaration of Human Rights

³Supply Chain Due Diligence Act (SCDDA)

⁴Right to life; Prohibition of torture and cruel, inhuman or degrading treatment (this also includes violations by deployed security forces if they were inadequately instructed or controlled); Right to freedom and security; Prohibition of arbitrary or unlawful interference with a person's privacy, family, home or correspondence and unlawful attacks on their reputation; Prohibition of interference with freedom of thought, conscience and religion; Right to just and favourable conditions of work, including fair and living wages for employed workers and self-employed workers and small farmers in return for their work and production, safe and healthy working conditions and reasonable limitation of working hours; Prohibition on restricting workers' access to adequate housing when workers are accommodated in company-provided housing and restricting workers' access to adequate food, clothing, water and sanitation in the workplace; Right of the child to the highest attainable standard of health, to education, to adequate living conditions, to protection from economic exploitation, to protection from sexual abuse, to measures against abduction and child trafficking; Ban on child labour; Prohibition of forced or compulsory labour; Prohibition of slavery; Disregard for freedom of association; Prohibition of unequal treatment in employment; Right to life by prohibiting the creation of a harmful environmental impact; Right of individuals, groups and communities to land and resources and not to be deprived of their livelihoods, which includes the prohibition of unlawful displacement or occupation of land, forests and waters the use of which provides a person's livelihood, when acquiring, developing or otherwise utilising land, forests and waters (including through deforestation).

⁵Supply Chain Due Diligence Act (SCDDA)

⁶Obligation to avoid or minimise negative impacts on biodiversity; Ban on the import, export, re-export or introduction of endangered species of wild animals and plants; Ban on the manufacture, import and export of mercury-added products; Ban on the use of mercury or mercury compounds; Ban on unlawful treatment of mercury waste; Ban on the production and use of POPs; Prohibition of unlawful handling, collection, storage and disposal of waste; Ban on the import or export of chemicals; Prohibition of unlawful production, consumption, import and export of controlled substances; Ban on the import and export of hazardous and other waste; Obligation to avoid or minimise negative impacts on properties demarcated as natural heritage sites; Obligation to avoid or minimise negative impacts on wetlands as defined in Article 1 of the Convention on Wetlands; Obligation to prevent pollution from ships; Obligation to prevent, reduce and control pollution of the marine environment by dumping

⁷We reserve the right to review and update the measures described in this Supplier Code of Conduct as necessary.