

## DATA PRIVACY REQUIREMENTS

The following Data Privacy Requirements apply to Company's access, use or handling of any DaVita PII.

1. Use and Safeguarding of PII. Company represents and warrants that Company will: (i) use DaVita PII only to fulfill its obligations under the Agreement, and will not disclose or process DaVita PII without DaVita's prior written consent; (ii) return to DaVita, or securely delete, PII as instructed by DaVita; (iii) not share DaVita PII with government authorities (except as required by law) or other third parties without obtaining DaVita's prior written consent; (iv) only use anonymized PII; (v) protect PII as it would protect its Confidential Information; and (vi) execute and require Company's affiliates and contractors to execute any supplemental privacy and security terms or agreements with DaVita, or DaVita's affiliates, as DaVita may require in its sole discretion.
2. Privacy Incidents. Company will immediately notify DaVita in writing in the event that Company (including its affiliates or contractors) (i) discloses PII, in violation of this Agreement or applicable law, or (ii) learns that that unauthorized access, acquisition, disclosure or use of PII may have occurred ("Privacy Incident"). Company will fully cooperate in the investigation of the Privacy Incident, indemnify DaVita for all damages, losses, fees or costs incurred as a result of the Privacy Incident, and remedy any harm or potential harm.
3. Remedial Action. If in DaVita's sole judgment a Privacy Incident requires DaVita to (i) notify public authorities or another party, or (ii) undertake any remedial measures ("Remedial Action"), Company will, as requested by DaVita, undertake such Remedial Action at Company's sole expense or reimburse DaVita for the costs that DaVita incurs for implementing such Remedial Action. DaVita will determine the timing, content and manner of effecting any notice.

