

STAFF AUGMENTATION TERMS

The following Staff Augmentation Terms apply when DaVita engages Company to provide Personnel to augment DaVita's staff.

1. **Non-Solicitation.** For a period of 12 months following the completion of a staff augmentation engagement, neither party will directly or indirectly solicit, recruit, or hire any of the other party's employees or contractors who worked on the project giving rise to the engagement ("Covered Individuals"), provided however, placing or responding to an advertisement or other public notice of available positions shall not be considered solicitation or recruitment. If a party hires or contracts directly with a Covered Individual in violation of this provision, such party will pay the other party a commission equal to a designated percentage of the Covered Individual's compensation for the 12 months immediately following the date of hire or contract. Where Company retains a DaVita Covered Individual the designated percentage is 20%. Where DaVita retains a Company Covered Individual the designated percentage is as follows:

Hours of Service Performed for DaVita by Covered Individual on Behalf of Company	Commission %
160 or less	20%
161-320	15%
321-480	10%
481+	0%

The breaching party will pay the appropriate commission promptly upon receiving the non-breaching party's notice of the hiring/contracting with supporting documentation.

2. **Transfer Fees.** Company will not charge DaVita any conversion/H1B transfer fees, whether as a pass-through or otherwise, without DaVita's prior written approval.
3. **Bill Rate Mark-ups.**

Unless provided otherwise in the Service Order, the following bill rate mark-ups apply:
45% for Personnel who are W2 workers of Company
25% for Personnel who are subcontractors of Company

4. **Billing Service.** DaVita has outsourced its payment for staff augmentation Personnel to PRO Unlimited, Inc. ("PRO"). At DaVita's request, Company will submit all invoices for staff augmentation services through PRO's Workforce Alliance Network Direct ("WAND") system and payment will occur as set forth in these Staff Augmentation Terms. Each week, PRO will review the invoices uploaded by Company into WAND prior to midnight Pacific Time on Sunday, and will process and submit to DaVita (i) Deliverable-based invoices upon completion of the Deliverable and (ii) invoices based on time and materials, for expenses incurred, and any conversion fees (if applicable) in the following weekly bill cycle. DaVita will pay Company only for time and expenses properly reflected and authorized by DaVita in WAND. In the event that DaVita disputes an invoice, Company will work reasonably with DaVita to resolve the dispute and PRO will suspend processing such invoice pending resolution of the dispute. DaVita will pay PRO for undisputed invoices net 15 days from receipt and PRO will release payment to Company, less the applicable service charge, within 5 business days of PRO's receiving payment from DaVita. PRO's service charge is 2.5% of all amounts invoiced, net of any applicable discounts, and excluding reimbursable expenses and excise or sales taxes. Any objection relating to a payment will be deemed waived unless raised with PRO, in writing via WAND, within 60 days of Company's receipt of such payment. DaVita may withdraw its request to handle payment through PRO at any time, in which case the payment terms set forth in the Agreement will apply.