

To All CVS Suppliers:

We write to remind you that as part of our supplier agreement process, and by virtue of CVS' agreement to sample, re-sell, dispense, donate, give-away, or distribute any supplier's products in CVS stores, pharmacies, online platforms or to CVS employees or contractors, CVS requires that all suppliers agree to certain mandatory indemnification and insurance requirements, along with all other requirements associated with being a CVS merchandise supplier, including but not limited to the policies and procedures located at **CVSSuppliers.com**

Attached for your execution is CVS' Supplier Indemnification Agreement, which appends the Supplier Agreement entered into by all CVS suppliers and vendors. Upon execution, the Supplier Indemnification Agreement should be returned via email as follows:

- To STIBO: Executed Supplier Indemnification Agreements should be uploaded to STIBO
- To Risk Management: CVSCaremark_Cert_Ins@CVSHealth.com

All required information must be completed, particularly the name and address of the person(s) to whom CVS should direct any notifications regarding any complaints, claims, or lawsuits in the event they arise.

Please note that CVS will hold all past, present, and future suppliers and vendors to the terms of this Indemnification Agreement by virtue of CVS' acceptance of supplier's respective product(s), not solely by the formalization of the terms set forth in the Indemnification Agreement. Any supplier's withholding of or refusal to execute the Agreement should not be deemed a waiver of the supplier's obligations, nor a waiver of rights by CVS in the event a claim should arise.

All correspondence and questions must be referred to the Risk Coordinator, in care of CVS. Email: CVSCaremark_Cert_Ins@CVSHealth.com;

SUPPLIER INDEMNIFICATION AGREEMENT

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895

1. This Supplier Indemnification Agreement (the "Agreement") is entered into between CVS Pharmacy, Inc. ("CVS") and the undersigned supplier on behalf of itself and its relevant subsidiaries, affiliates, assigns and authorized re-sellers (hereinafter, collectively "Supplier"), and shall apply to all products, marketing collateral, product and marketing claims, fixtures and equipment, items and services which: (a) CVS has received from Supplier whether prior to, or after, the date of the execution of this Agreement or (b) have been made available to customers by or on behalf of Supplier or CVS through a CVS operated store or website or other direct shipment method, or through any other retail or distribution channel controlled by CVS, whether prior to, or after, the date of the execution of this Agreement (collectively, "Merchandise" or "Products").

2. Supplier hereby agrees to defend, indemnify and hold harmless each of the following: CVS and all past, present and future parent corporations, subsidiaries and affiliates and each of their officers, directors, employees, representatives, successors, assigns, and agents (hereinafter individually and collectively "CVS Indemnitees"), from and against any and all third party complaints, lawsuits, claims, damages, liabilities, losses, demands, judgments, settlements, costs, and expenses (including, without limitation, any costs or expenses incurred by CVS Indemnitees as a result of the defense of any action and CVS' enforcement of this Agreement) whether sustained by CVS Indemnitees or a third party, of any type, including, but not limited to, personal injury, including death, and/or property damage ("Claims") incurred by any CVS Indemnitees, which allegedly arise out of or in connection with: (i) Supplier's or its personnel's negligence, willful misconduct or violation of applicable law, in each case, in connection with performance of its obligations under any agreement by and between CVS and Supplier; (ii) Supplier's or its personnel's breach of the terms or non-fulfillment of any representation, warranty or covenant connection with the performance of its obligations under any agreement by and between CVS and Supplier; (iii) any defect, related to any Merchandise or Products, including, but not limited to, defects associated with the manufacturing, design, instructions, packaging, and/or marketing, product claims, and/or marketing collateral, in connection with any Supplier Products; and (iv) any claim for infringement, that any trademark, trade dress, patent, copyright, trade secret, or other Supplier intellectual property right arising out of or used in the production of Products, or that is embodied in the Products, infringes or violates any intellectual property right of a third party. Supplier's obligations under Section 2 of this Agreement will not apply to a Claim to the extent such Claim is a result of any CVS Indemnitees' gross negligence or willful misconduct.

3. Supplier shall promptly notify CVS of the assertion, filing or service of any lawsuit, claim, complaint, demand or other matter that is or may be covered by Section 2 of this Agreement, and shall immediately take such action as necessary or appropriate to protect the interests of CVS. At CVS' request, Supplier will promptly provide reasonable cooperation and assistance to CVS with respect to any claim, complaint, lawsuit, demand, or investigation involving CVS or the Products. Supplier shall have an obligation and duty to defend the CVS Indemnitees and their affiliates, officers, directors, employees and agents against any complaint, lawsuit, demand or claim that is potentially within Supplier's indemnity obligation as described in Section 2 of the Agreement until final adjudication of Supplier's indemnity obligation. Supplier shall promptly notify CVS of the legal counsel Supplier proposes to engage to defend and otherwise protect CVS' interest in such matter and such counsel shall be subject to CVS' approval, which shall not

unreasonably withheld. Notwithstanding the foregoing, CVS may replace Supplier's counsel with other counsel of CVS' own choosing. In such event, any fees and expenses of CVS' new counsel, together with all expenses or costs incurred because of the change of counsel, shall be paid or reimbursed by Supplier as part of its indemnity obligation under Section 2 of this Agreement. CVS shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against CVS or any of its officers, directors, employees or agents, and Supplier will not settle or resolve any portion of any such claim or lawsuit without CVS' written approval, which will not be unreasonably withheld. The duties and obligations of Supplier created here shall not be affected or limited in any way by Supplier's fulfillment of its insurance requirements under this Agreement, or CVS' extension of express or implied warranties to its customers.

4. CVS hereby agrees to notify Supplier in writing of all complaints, claims, or lawsuits within a reasonable time after CVS has received notice of said complaints, demands, claims, or lawsuits. The notification to Supplier shall be sent to Supplier's address set forth on the signature page hereto.

5. Supplier shall maintain appropriate insurance coverage and shall provide CVS with a Certificate of Insurance which shall outline Supplier's Commercial General Liability coverage including Public and Products Liability on an Occurrence form written on ISO Occurrence form CG 00 01 04 13 or equivalent, with a limit of not less than US\$5,000,000 each occurrence, US\$5,000,000 General Aggregate and US\$5,000,000 Products Completed Operations Aggregate. Coverage limits may be in the form of a single primary policy or a combination of a primary policy and an Umbrella and/or Excess Liability policy. Further, Supplier shall maintain the following minimum insurance covering damages, costs, settlements, losses, suits, obligations, liability and defense expenses:

- a. Workers Compensation, Employers Liability, Social Security and/or other insurance as required by law, statute or regulation in the jurisdiction(s) of operation and pertaining to or otherwise providing coverage to the Supplier and/or its employees including limits and/or benefits no less than those as required by applicable law statute or regulation. In no case shall Employers Liability be for less than US\$1,000,000 or the minimum amount required by law, statute or regulation, whichever is greater. Coverage limits may be in the form of a single primary policy or a combination of a primary policy and an Umbrella and/or Excess Liability policy.
- b. Automobile Liability insurance with limits of not less than US\$5,000,000 each accident or the minimum amount required by law, statute or regulation, whichever is greater. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best or otherwise accepted/approved by CVS. Coverage limits may be in the form of a single primary policy or a combination of a primary policy and an Umbrella and/or Excess Liability policy.

This Automobile Liability insurance requirement shall be waived in its entirety for Drop Ship Suppliers.

For Warehouse Suppliers **ONLY** – Suppliers delivering goods solely to CVS-designated distribution centers shall be required to maintain Automobile Liability insurance with limits of not less than US\$3,000,000 each accident.

6. Each policy required under this Agreement shall:

- a. except for Workers' Compensation, provide that CVS Health Corporation and its subsidiaries and affiliates shall be named as additional insureds with respect to damages and defense arising out of actions of, work performed by or on behalf of the

Supplier, and products and completed operations of Supplier, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured coverage shall be provided in the form of an endorsement to the Supplier's insurance at least as broad as ISO Forms CG 20 15 04 13 and CG 20 26 12 19;

- b. provide that not less than thirty (30) days' prior written notice shall be given to CVS Health Corporation (or its designated affiliate) in the event of any alteration of terms of such policy or of the cancellation or non-renewal thereof;
- c. provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates;
- d. include a Waiver of Subrogation against CVS Health Corporation and its subsidiaries, affiliates, agents, officers, directors and employees for recovery of damages against these policies; and
- e. include worldwide coverage territory and jurisdiction, including, but not limited to, the United States of America, its territories, possessions, Puerto Rico and Canada.

7. Supplier shall furnish CVS with a Certificate of Insurance evidencing coverage and a Certificate of Insurance as evidence of renewal at least thirty (30) days prior to expiration of each policy. Certificates should be provided electronically to the Risk Management Department of CVS at the following email address: CVSCaremark_Cert_Ins@CVSHealth.com. Any insurance provided on a claims-made form shall have no prior acts exclusion. Supplier shall maintain in effect such insurance during the entire term of the applicable contract with CVS, and for not less than thirty-six (36) months after the last date that any product is supplied to CVS. Notwithstanding the foregoing, CVS reserves the right to require higher insurance coverages at any time.

8. The amount of such required insurance coverage under this section shall not limit or waive Supplier's indemnification obligations hereunder. CVS' failure to object to any lack of coverage, or to deficiencies in such coverage, shall not act to bar any claim by CVS for indemnity, or limit or waive Supplier's obligation to secure any coverage set out in this Agreement. Failure of Supplier's insurance provider to make payment to, for, or on behalf of Supplier will not act to limit, waive, or eliminate Supplier's responsibility for such claim, nor will Supplier's insurer's denial of any claim be considered a valid denial by Supplier or a reason for Supplier to provide a denial.

9. This Indemnification Agreement shall survive the termination of the transaction of business between Supplier and CVS.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, Supplier has caused this Agreement to be executed by the signature of its authorized representative.

ACCEPTED AND AGREED TO:

Supplier Name: _____

BY: _____

SIGNATURE _____

PRINT NAME _____

DATE _____

NOTICE ADDRESS: _____

ATTENTION: _____

SUPPLIER # _____