

To All Suppliers:

For products supplied to us by your firm, please forward evidence of insurance coverage as outlined below:

The Supplier shall file with CVS Health Corporation, where required, the manufacturer's Compliance Certificate stating that all product conforms to each applicable product safety standard as is required by the United States Consumer Product Safety Act.

In addition, CVS Health Corporation requires that Supplier provide CVS Health Corporation with a Certificate of Insurance meeting the following requirements:

- The Named Insured must be the company with whom CVS Health Corporation (or its affiliate) is doing business (not parent company/broker name).
- The 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 12 07 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:
- Workers Compensation, Employers Liability, 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.
- 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.

Each policy required under this Agreement shall:

- 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;
- 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;
- provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates;
- 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
- include worldwide coverage territory and jurisdiction, including, but not limited to, the United States of America, its territories, possessions, Puerto Rico and Canada.

Supplier shall furnish CVS with a Certificate of Insurance evidencing coverage and a Certificate of Insurance as evidence of renewal thirty (30) days prior to expiration of each policy and not more than seven (7) days after the renewal of each policy. 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. The amount of such required insurance coverage under this section shall not limit Supplier's obligations under its contract with CVS Health Corporation (and/or its designated affiliate). Notwithstanding the foregoing, CVS reserves the right to require higher insurance coverages at any time.

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.

Certificates should be provided electronically to the Risk Management Department of CVS at the following email address: CVSCaremark_Cert_Ins@CVSHealth.com.