

October 2, 2016

To all suppliers:

As part of our Risk Management Program, CVS requires that all suppliers supply us with an Indemnification Agreement.

Attached are two forms. Please execute, sign and return both originals to each of the following:

- FMM (Field Marketing Manager): Indemnification Agreement must be included with your Supplier Setup Forms.
- Mailto: CVS Health Corporation, One CVS Drive, Woonsocket RI 02895, Mail Code 2180.

By signing the Indemnification Agreement the vendor agrees that CVS is not liable for any claim made by a consumer for any of that vendor's product sold to CVS for distribution or resale.

Please complete all required information, particularly the name and address of the person we would contact in case of a claim.

All correspondence and questions must be referred to Risk coordinator, in care of CVS Health Corporation. Telephone (401) 770-2285, Fax (401) 652-1281.

INDEMNIFICATION AGREEMENT

CVS Health Corporation
One CVS Drive
Woonsocket, RI 02895

_____ (hereinafter "Supplier") hereby agrees to defend, indemnify and hold harmless, each of the following: CVS Health Corporation and all past, present and future parent corporations, subsidiaries and affiliates and each of their officers, directors, employees and representatives (hereinafter individually and collectively "CVS Health Corporation"), from and against any and all liabilities, losses, claims of any type including, but not limited to, bodily injury, property damage and personal injury, and/or costs, including reasonable attorneys' fees, which allegedly result from or are associated with (i) any defect, alleged or real, in any product, fixture, equipment or item sold or supplied by Supplier or its subsidiaries or assigns to CVS Health Corporation, (ii) any manufacturing, design, instructions, or packaging in connection with any product, fixture, equipment or item sold or supplied by Supplier or its subsidiaries or assigns to CVS Health Corporation, (iii) any infringement, alleged or real, of any trademark, patent, copyright or other intellectual property right by Supplier or its subsidiaries or assigns or by any product, fixture, equipment or item sold or supplied by Supplier or its subsidiaries or assigns to CVS Health Corporation, or (iv) any violation of applicable laws by Supplier or its subsidiaries or assigns.

Supplier shall not be obligated to CVS Health Corporation under this indemnity to the extent that a claim is a result of any negligence on the part of CVS Health Corporation, its employees, agents or servants.

CVS Health Corporation hereby agrees to notify Supplier in writing of all complaints, claims, or lawsuits within a reasonable time after CVS Health Corporation has received notice of said complaints, claims, or lawsuits. The notification to Supplier shall be sent to:

c/o _____

As part of this Agreement, Supplier shall provide CVS Health Corporation 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:

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 and/or Umbrella 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 Health Corporation (or its designated affiliate). Each policy (except for Worker's Compensation) shall:

1. provide that CVS Health Corporation and its subsidiaries and affiliates shall be named as additional insured's,
2. 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,
3. provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates,
4. 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
5. include coverage territory and jurisdiction which is worldwide including the United States of America, its territories, possessions, Puerto Rico and Canada.

Supplier shall furnish CVS Health Corporation (or its designated affiliate) 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 Health Corporation at the following email address - cvscaemark_Cert_Ins@cvscaemark.com. 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). 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 Health Corporation or any designee, and for not less than thirty-six (36) months after the last date that any product is supplied to CVS Health Corporation or any designee. Notwithstanding the foregoing, CVS Health Corporation (or its designated affiliate) reserves the right to require higher insurance coverage's at any time.

This Indemnification Agreement shall cover all products, fixtures and equipment, items and service which CVS Health Corporation has purchased from Supplier at any time, whether prior to, or after, the date of the execution of this Agreement by either party hereto, and shall survive the termination of the transaction of business between Supplier and CVS Health Corporation.

Supplier:

BY
SIGNATURE _____
PRINT NAME _____
DATE _____
Supplier # _____

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Supplier:

BY
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DATE _____
Supplier # _____
Revised October 2014