April 27, 2016

To All Import Suppliers:

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

The Import 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).

- Product Liability Insurance (PLI) on an ISO Occurrence form CG 00 01 12 07 or equivalent with a limit not less than USD$5,000,000 for each occurrence and a General Aggregate limit of not less than USD$5,000,000. Coverage shall include damages, costs, settlements, losses, suits, obligations and liability/defense expenses. Higher limits may be required for high risk products. CVS Health Corporation (or its designated affiliate) reserves the right to require higher insurance coverage at anytime.

- Coverage limits may be met by a combination of a primary policy and an Umbrella or Excess policy.

- Policies shall be underwritten by an insurance company that carries an A-/Financial Size VII or better rating from A.M. Best or otherwise accepted/approved by CVS Health Corporation.

- Provide that CVS Health Corporation and its subsidiaries and affiliates shall be named as an additional insured.

- 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 and non-contributory 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.

- Include coverage territory and jurisdiction which is worldwide including the United States of America, its territories, possessions, Puerto Rico and Canada.
Certificates of Insurance shall be provided electronically to the Risk Management Department of CVS Health Corporation at the following email address –

cvscaremark_Cert_Ins@cvscaremark.com

The Import 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 within seven (7) days after the renewal of each policy. The amount of such required insurance coverage under this section shall not limit Import 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. Import 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 twelve (12) months for product in Category I – III and not less than thirty-six (36) months for product in Category IV and above 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 at any time.

All correspondence and questions must be referred to Risk Coordinator, in care of CVS Health Corporation, One CVS Drive, Woonsocket, RI 02895, Mail Code 2180, Telephone number (401) 770-2285, Fax No. (401) 652-1281.