

## CONDUCTING BUSINESS WITH CVS HEALTH

As a vendor/supplier to one or more affiliates of CVS Health, you and your company play an integral part in our success as a health care innovation company. Therefore, we ask for your support in CVS Health's on-going efforts to conduct business in accordance with our ethical standards and the law.

To achieve this objective, we ask that you read this letter and provide a copy to all persons within your organization responsible for managing your CVS Health accounts. If you have questions about this letter or the policies set forth below, we urge you to contact us at:

**Email:** [CVSVendorCompliance@CVSHealth.com](mailto:CVSVendorCompliance@CVSHealth.com)

**Fax:** 480-862-1167

Please be aware that you, as a vendor/supplier, are required to abide by all applicable laws that govern your company, your products/services, and our business relationships. You are also required to abide by the ethical standards set forth by CVS Health that we describe in this letter. Should you require additional information about these standards, please reference the Ethics & Compliance section of our website at <http://www.cvssuppliers.com>.

## ETHICS LINE

Should you become aware of unethical or improper conduct by a CVS Health employee or contractor, please know that you can and should report the matter through the CVS Health Ethics Line. You may contact the CVS Health Ethics Line anonymously and toll-free at 1-877-CVS-2040 or via email [Ethics.BusinessConduct@cvs.com](mailto:Ethics.BusinessConduct@cvs.com). CVS Health prohibits unlawful retaliation. Our non-retaliation policy prohibits retaliation against anyone for raising a legal or ethical concern in good faith or for cooperating with an investigation.

## CVS HEALTH'S ETHICAL STANDARDS

### *Treatment/Selection of Vendors/Suppliers*

CVS Health strives to treat all vendors/suppliers on a fair and consistent basis. In deciding whether to enter into or continue a business relationship with a vendor/supplier, we will make every effort to weigh the qualifications, value and experience offered to CVS Health in a fair and impartial manner. To assist us in our efforts, we ask that you conduct business with CVS Health according to our established standards and procedures, and refrain from requesting special favors, allowances, or accommodations. These standards can be found in the Ethics & Compliance section at <http://www.cvssuppliers.com>.

## **INTERACTIONS WITH VENDORS/SUPPLIERS**

### ***Standard of Ethics***

In interacting with vendors/suppliers and potential vendors/suppliers, CVS Health is committed to following the highest ethical standards and complying with all applicable laws. Such interactions should be professional exchanges intended to communicate the business needs of CVS Health and the corresponding products and service offerings of the vendor/supplier or prospective vendor/supplier.

### ***Policy***

CVS Health policy prohibits the solicitation or acceptance by CVS Health employees of gifts, meals, entertainment or other things of value from CVS Health's existing or prospective vendor/suppliers, except as otherwise provided below.

### ***Permitted Business Meals and Entertainment***

CVS Health employees may accept occasional, unsolicited, and reasonable business meals or entertainment (such as tickets to sporting events or golf outings) from existing or prospective vendors/suppliers, provided the following requirements are met:

- (a) the existing or prospective vendor/supplier providing the meal or entertainment attends the event with the CVS Health employee;
- (b) the value of the meal or entertainment is modest as judged by local standards; and
- (c) the venue is conducive to informational communication and includes or is contiguous to legitimate business discussions.

### ***Not Permitted***

- (a) Travel, lodging, seminar and/or event fees in connection with a meal or entertainment event sponsored by (or attended by) an existing or prospective vendor/supplier;
- (b) meals, lodging, tickets or travel for the employee's spouse, partner, significant other or other guest of the CVS Health employee; or
- (c) large-scale vendor/supplier-provided meals or entertainment events in which a disproportionately large number of CVS Health employees are in attendance compared to the number of personnel representing the existing or prospective vendor/supplier (such as departmental dinners or similar outings or events) paid for by a existing or prospective vendor/supplier.

### ***Permitted Gifts***

CVS Health employees may accept unsolicited gifts of nominal value, such as mugs, hats or similar inexpensive items from existing and prospective vendors/suppliers on an occasional basis. An employee must not accept any gift that is more than nominal in value, including tickets to an event that the existing or prospective vendor/supplier does not plan to attend. Gifts that exceed nominal value must be returned to the giver. Under no circumstance may a CVS Health employee accept any payment (whether in the form of cash, cash equivalents, such as gift cards or discounts) from an existing or prospective vendor/supplier to CVS Health.

### ***Payment for Services***

CVS Health employees may not accept any form of compensation from a third party for services the CVS Health employee normally would provide in the ordinary course of his or her employment at CVS Health. For example, CVS Health employees may not receive an honorarium for speaking at an event sponsored by an existing or prospective vendor/supplier that is related in any way to the CVS Health employee's scope of employment.

### ***Conflicts of Interest***

Vendors/suppliers must be free from conflict of interest in dealing with CVS Health. For example, vendors/suppliers must not deal directly with any CVS Health employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the vendor/supplier. In the course of negotiating an Agreement with CVS Health or performing the vendor's/supplier's obligations under an Agreement, vendors/suppliers are also prohibited from discussing or dealing directly with any of such vendor/suppliers employees, employee spouses, domestic partners, or other family members/ relatives who are employed by CVS Health.

## **VENDOR/SUPPLIER PRIVACY AND INFORMATION SECURITY OBLIGATIONS**

### ***Protection of Personal Information – Protected Health Information (PHI), Personally Identifiable Information (PII), and Cardholder Data (CHD)***

CVS Health's role in the retail and healthcare industries requires us to collect, use, store, share, process, transmit, or destroy personal information that contains sensitive data about individuals, such as PHI (as protected under the Health Insurance Portability and Accountability Act (HIPAA) and state laws related to individually identifiable health information), PII (as protected under various federal and state laws as well as data breach laws), and CHD (as protected under the Payment Card Industry Data Security Standard (PCI DSS)).

It is critical that CVS Health and our vendors/suppliers, who also access, use, and store this information, handle it only as needed and in accordance with our Privacy and Information Security Policies and Procedures as required under our agreements with our vendors/suppliers, including our Information Privacy & Security Requirements and Business Associate Agreements. It is critical that our vendors/suppliers have in place reasonable and appropriate administrative, technical, and physical safeguards to protect this information from improper or unauthorized access or use. The patients, participants, doctors, prescribers, customers, and others served by us, and by extension our vendors/suppliers, trust us to use their personal information only for authorized purposes and to protect it from unauthorized access. This includes use, disclosure, transmission, storage, and destruction of confidential information in accordance with vendor/supplier contracts and applicable laws. Toward these goals, CVS expects that each vendor/supplier negotiate with us in good faith to reasonably accommodate CVS Health's contractual requirements, such as our form Business Associate Agreement, our Consumer, Data Privacy and Security Requirements (DPSR) agreements, and any other vendor/supplier agreements we may require from time to time. This includes a willingness to agree to and accept our standard indemnification, liability and insurance terms and conditions.

### ***Third Party Risk Management Program***

In order to ensure appropriate safeguards and protections for any Confidential Information, especially including any personal information, CVS Health maintains a Third Party Risk Management program under which each vendor/supplier who collects, uses, stores, shares, processes, transmits, or destroys Confidential Information on behalf of CVS Health must undergo an initial and recurring periodic vendor/supplier assessments to review the vendor's/supplier's policies, procedures, and practices to determine whether or not the vendor/supplier operates in accordance with our Privacy and Information Security Policies and Procedures as required under our agreements, including our Information Privacy & Security Requirements and Business Associate Agreements. The Third Party Risk Management program, including the initial and ongoing reviews, incorporates all subcontractors of the vendor/supplier that handle Confidential Information and until the review under any assessment is complete for all entities related to the vendor/supplier, CVS Health will limit the access to and use of any Confidential Information.

## **PUBLIC AFFAIRS AND COMMUNICATIONS**

### ***Communications with the Media***

While we respect our vendors/suppliers right to discuss their products or services with the media, vendors/suppliers are not authorized to speak about or on behalf of CVS Health without our prior approval, including in the news media, social media or other external/public communications. This includes any contract you enter into with CVS Health. In the event that you receive an inquiry regarding any facet of CVS Health's business or your business relationship with CVS Health, please refer the individual inquiring to CVS Health's Corporate Communications Department. Wherever possible, please contact our Corporate Communications Department to let us know of the inquiry using the contact information available at <https://www.cvshealth.com/newsroom/media-contacts>.

### ***Requests to Participate in Press Releases***

Vendors/suppliers often request that we participate in press releases or other public announcements about their relationship with CVS Health. In many cases, these relationships involve new or pilot programs, business initiatives or technology that CVS Health considers to be competitive or proprietary information and does not want to disclose publicly. All requests for press releases regarding CVS Health's operations must be submitted to our Corporate Communications Department for approval: <https://www.cvshealth.com/newsroom/media-contacts>.

### ***Usage of CVS Health Brands***

All vendor/supplier requests to use any of the CVS Health brands for non-advertising purposes, including our name, logos, signage or other proprietary or trademarked images, must be submitted to our Corporate Communications Department for advance approval: <https://www.cvshealth.com/newsroom/media-contacts>. Additionally, requests to use the CVS Health brands in any and all vendor/supplier advertising must be submitted to our Advertising Department for advance approval.

## VENDOR/SUPPLIER COMPLIANCE OBLIGATIONS

### ***Anti-Corruption Compliance***

CVS Health requires its vendors and suppliers to be in full compliance with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act of 2010. Vendors/Suppliers may not, directly or indirectly, offer, pay, promise or authorize the payment of any money or thing of value to any government official, including any employee or agent of a government-owned or government-controlled business, for the purpose of:

- (i) influencing any act or decision of such government official, in his official capacity;
- (ii) inducing such government official to do or omit to do any act in violation of the lawful duty of such official;
- (iii) securing any improper advantage; or (iv) inducing such government official to use his influence in order to assist in obtaining or retaining business.

All expenses vendors/suppliers incur in connection with business with CVS Health shall be recorded fully and accurately in the books and records of the vendors/suppliers, and such books and records shall be made available, upon request, to CVS Health, or any accounting firm it may designate, in order that CVS Health may verify compliance with this policy.

### ***Licensure Requirements***

Any vendor/supplier of CVS Health that provides workers to perform duties for CVS Health in a licensed capacity, including but not limited to pharmacists, pharmacy technicians, nurses, nurse practitioners, physician assistants and physicians, must ensure that their workers maintain current professional licensure, certification or registration as required by law, rules, regulations, and any vendor/supplier internal policies and procedures. Vendor/supplier must ensure that such licensure requirements are satisfied and current before any contracted workers commence work on behalf of CVS Health; vendor/supplier must ensure that required licensure, certification, and registration is kept current, active, and in good standing while workers are providing services for CVS Health. Workers that have not met the licensure requirements for their roles will not be eligible to continue work for CVS Health. Vendors/suppliers must ensure that their own facilities are appropriately licensed, registered, and/or certified as required by law and regulation.

### ***Additional Considerations***

Vendors/suppliers are expected to be familiar with and to abide by applicable laws and regulations, including applicable Federal health care program requirements, in the states and countries in which they conduct business. In the event your company has a contract or other arrangement with CVS Health that permits the use of subcontractors, this provision is applicable to such individuals or firms as well, and you are primarily responsible for communicating and enforcing CVS Health's position with respect to any subcontractors. As required by the Business Associate Agreement entered into with CVS Health, vendors/suppliers are not permitted to perform or subcontract with any parties that may perform any services that involve the use or disclosure of Confidential Information outside the United States without CVS Health's prior written consent.

CVS Health is fundamentally committed to respecting and supporting internationally recognized human rights. Our [Human Rights Policy](#) outlines our commitment to respecting and supporting these rights, including basic labor principles and applies to all business partners, vendors and partners across our supply chain.

CVS Health recognizes that cultural differences exist and that employment standards vary by state and country. We are nonetheless committed to the view that terms and conditions of employment should be based on the ability of an individual to do his or her job and not on the basis of their personal characteristics and/or beliefs. CVS Health will strive to do business with vendors/suppliers who share and respect our commitment in this regard and who do not discriminate against their employees in hiring practices or any other term or condition of employment on the basis of race, color, gender, age, disability, religion, sexual orientation, or any other status protected by law.

Without limiting the generality of the foregoing, CVS Health expects vendors/suppliers and their subcontractors to abide by the following policies with respect to the treatment of employees:

- Prohibit human trafficking and the use of child, forced or imprisoned labor and provide working conditions that are safe and fair.
- Forbid any form of discrimination with regard to age, gender, minority status and/or other protected classes; and uphold the right to freedom of organization.
- Conduct business in accordance with established legal and ethical standards, including without limitation the California Transparency in Supply Chains Act.
- Workers shall not be required to surrender identity papers, other critical personal documents, or a "deposit" as a condition of employment.
- Workers shall not be subject to physical or mental coercion.
- Applicable child labor and workplace safety laws and regulations shall be strictly adhered to, and international treaties, compacts and regulations addressing the use of child labor and workplace safety shall be respected and applied in the absence of applicable local law setting minimum standards for the protection of workers.



***Additional Considerations (continued)***

- Workers shall be paid a fair and legal wage under applicable laws and regulations and shall not have wages withheld for coercive purposes.
- Vendors/suppliers are expected to be familiar with and adhere to import requirements of the United States Customs and Border Protection, a component of the Department of Homeland Security, and other United States governmental and/or regulatory agencies, including Customs-Trade Partnership Against Terrorism.

CVS Health respects the preservation of natural resources and the improvement of the environment. Vendors/suppliers must cooperate with government bodies and communities in environmental protection efforts and comply with environmental laws and regulations.

Our [Responsible Sourcing Standard](#) establishes our requirements for suppliers and lays the foundation for our Responsible Sourcing Program. We intend to work with suppliers to meet these expectations, mitigate risk, and increase positive impacts for stakeholders throughout the supply chain. This Standard applies to all of CVS Health's suppliers, or anyone that supplies product and materials to CVS Health for sale or use in operations.

CVS Health vendors/suppliers and their related subcontractors and employees must not appear on the Office of the Inspector General, U.S. Department of Health and Human Services' List of Excluded Individuals and Entities or the General Services Administration's System for Award Management Excluded Parties List. CVS Health reserves the right to terminate our business relationship with any vendor/supplier if there is evidence that the vendor/supplier is not in compliance with this policy. Similarly, CVS Health will terminate our relationship with any vendor/supplier who is convicted or excluded from participation in federal programs and/or immediately remove such vendor/supplier from direct responsibility or involvement in any federally funded health care programs. CVS Health may remove from direct responsibility or involvement in any federally funded health care programs any vendors/suppliers against whom criminal charges relating to health care or proposed exclusion from participation in federally funded health care programs are pending. In the event CVS Health learns of a breach of the policies set forth above, we reserve the right to immediately terminate our relationship with your company.

If your company is unable or unwilling to comply with the terms of this letter, please contact us at [CVSVendorCompliance@CVSHealth.com](mailto:CVSVendorCompliance@CVSHealth.com).

Thank you for your anticipated cooperation.

Sincerely,

David Falkowski  
Chief Compliance Officer  
CVS Health

Elizabeth Ferguson  
Chief Privacy Officer  
CVS Health