

To All CVS Suppliers:

We write to remind you that as part of our Supplier Agreement Process, and by virtue of CVS's agreement to re-sell, dispense, or distribute any supplier's products in CVS stores, pharmacies, or online platforms, CVS requires that all suppliers agree to certain mandatory indemnification and insurance requirements, along with all other requirements associated with the Supplier Agreement Process.

Attached for your execution is CVS's 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 your FMM: Executed Supplier Indemnification Agreement must be included with your Supplier Setup Forms.
- To Risk Management: [CVSCaremark\\_Cert\\_Ins@CVSHealth.com](mailto: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's agreement to sell their 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 Risk Coordinator, in care of CVS Health Corporation. Email: [CVSCaremark\\_Cert\\_Ins@CVSHealth.com](mailto:CVSCaremark_Cert_Ins@CVSHealth.com); Telephone: (401) 770-2285

## 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 \_\_\_\_\_ (hereinafter “Supplier”), and shall apply to all products, marketing collateral, product and marketing claims, fixtures and equipment, items and services which: (a) CVS has purchased from Supplier or its subsidiaries, assigns, or authorized resellers 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, and representatives (hereinafter individually and collectively “CVS” or “CVS Indemnitees”), from and against any and all liabilities, losses, claims, demands, judgments, settlements, costs, and expenses (including, without limitation, any costs or expenses incurred by CVS as a result of the defense of any action) whether sustained by CVS or a third party, of any type, including, but not limited to, personal injury, including death, and/or property damage (“Claims”), which allegedly result from or are associated with (i) the negligent acts or omissions of Supplier or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under any agreement by and between CVS and Supplier; (ii) any violation of applicable law by Supplier or its personnel; (iii) any breach of the terms or non-fulfillment of any representation, warranty or covenant by Supplier or its personnel in connection with the performance of its obligations under any agreement by and between CVS and Supplier; (iv) any defect, alleged or real, in any Supplier Products; (v) any defect, alleged or real related to any Supplier Products, including defects alleged associated with the manufacturing, design, instructions, packaging, and/or marketing, product claims, and/or marketing collateral, in connection with any Supplier Products; and (vi) any claim for infringement, alleged or real, that any trademark, trade dress, patent, copyright, trade secret, or other Supplier intellectual property right arising out of or used in the production of Supplier Products, or that is embodied in the Supplier Products, infringes or violates any intellectual property right of a third party.

3. Supplier shall not be obligated to CVS Indemnitees under this Agreement to the extent that said claim is a result of any gross negligence or willful misconduct on the part of the CVS Indemnitees.

4. CVS reserves the right to approve selection of or directly select outside counsel engaged to defend CVS. In the event that allegations are made jointly against CVS and Supplier in relation to Supplier Products, CVS reserves the right to demand separate counsel if reasonably necessary.

5. 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, claims, or lawsuits. The notification to Supplier shall be sent to:

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Attention: \_\_\_\_\_

6. As part of this Agreement, 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:

- 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.

7. Each policy (except for Worker's Compensation) shall:

- a. provide that CVS Health Corporation and its subsidiaries and affiliates shall be named as additional insureds;
- 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.
8. 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](mailto: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.

9. The amount of such required insurance coverage under this section shall not limit or waive Supplier's indemnification obligations hereunder. CVS's 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.

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

**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***

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

ACCEPTED AND AGREED TO:

**Supplier:**

\_\_\_\_\_  
BY  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
DATE \_\_\_\_\_  
**Supplier #** \_\_\_\_\_