

CVS DROPSHIP PROGRAM

TERMS AND CONDITIONS

Introduction

These Terms are entered into by and between **Seller** and CVS Pharmacy, Inc., a Rhode Island corporation, on its own behalf and on behalf of its relevant store subsidiaries and affiliates (“**CVS**”), CVS and Seller are each sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

These Dropship Seller terms and conditions (“Terms” or “Agreement”) consists of these terms and conditions, all related appendices and CVS policies, and guidelines referenced herein, which are incorporated by reference. Seller shall be deemed a CVS Dropship Program participant that CVS is permitting to sell products, marketing collateral, product and marketing claims, fixtures and equipment, items and services (collectively, “Merchandise” or “Products”) to third party buyers (“Customers”) through the Cvs.com site (the “Site”). “Seller” may also be referred to as “Vendor” or “Supplier” in the various appendices to this Agreement.

All CVS Dropship Program Sellers must agree to and accept these terms and conditions without change in order to sell Products on the Site.

1. Order Processing, Fulfillment and Shipping

a. Order Acknowledgement

All transactions with Customers are between Seller and the Customer, and Seller will be the seller of record. CVS orders will be transmitted to Supplier through a customer order via an online portal (“Seller Portal”). Supplier shall confirm the Order as follows:

- **Browser Based Connection:** Seller shall access orders on a real time basis but at least two times daily 7 days a week (12 pm and 5 pm local time) and acknowledge the Order. Order acknowledgement is defined as Seller downloading the packing slip.
- **Standard Connection:** Order acknowledgement will be generated systemically and transmitted through Seller Portal in accordance with the terms of integration.
- Seller shall not be required to ship Product on either Saturday or Sunday or on any of the holidays set forth in the Seller Portal.

b. Order Shipment or Cancellation

- Sellers shall follow a policy to “Order Line Cancellation” at the Order Line Level.

- CVS has implemented **2 day business shipping** nationwide across CVS fulfillment channels for all orders. To support this for the CVS Dropship Program, Sellers shall meet the following requirements:
 - All orders **received by 12 pm (Seller time zone)** (Cut off time) will be required to be **acknowledged and shipped same day**. However, Seller shall make every effort where possible to ship orders same day even if received after cut off.
 - All orders **received after 12 pm (Seller time zone)** will need to be processed and shipped by the next business day.
 - Seller shall upload tracking information for all orders within one business day of product shipment.
 - Seller shall cancel an order based on a request from the CVS Customer Care team if items have not already been shipped within 24 hours of order being received by Seller. Seller is obligated to provide CVS with regular updates on inventory levels. These updates must occur at a minimum frequency of once per week.
 - Seller shall promptly notify CVS of any circumstances in which the Seller is unable to fulfill the order due to stock unavailability and shall do so as soon as such circumstances become known to the Seller.

2. Cancellations, Returns, Refunds, and Recalls

(a) Cancellations and Returns.

Seller is responsible for processing all Customer cancellations, returns, refunds and/or customer service price adjustments. Seller will stop and/or cancel any Order if requested by CVS and will use commercially reasonable efforts to stop and or cancel delivery by the shipper in the event any Product has been transferred to a shipper.

b. Refunds Seller will be responsible for all non-cash refunds including any store credit, gift cards and exchanges. If Seller determines a Customer is due a cash refund (e.g., via a refund to the Customer's credit card, debit card or other form of original payment) Seller will notify CVS through the Seller Portal and include all supporting information requested by CVS to process the refund. For cash refunds CVS will provide the refund to the Customer via the Customer's original payment method (e.g., credit or debit card) if possible. If CVS makes a cash refund to a Customer for a Product returned to Seller, CVS, in its sole discretion, will obtain a refund of the payment received by Seller for such returned Products either (i) via offset of any amounts payable by CVS or (ii) by billing Seller for such amounts.

c. Recalls

Seller will be responsible for communicating product recalls to CVS as soon as a recall is announced. Supplier shall also ensure that any orders in transit for recalled products are stopped prior to shipment if possible. Seller shall remove the affected product and any related product immediately and in accordance with Section 9.

All recalls will be communicated to DCProductionChangeAdmin@cvscaremark.com with the subject line containing the naming convention Seller Name_Product Recall_Date (Format: 00/00/00). Seller shall provide the following information when communicating recalls:

- Vendor/Merchant SKU and UPC of affected product(s)
- Effective date of the recall
- Detail/Reason of recall including if possible FDA or US Consumer Product Safety Commission URL
- Item should be discontinued from inventory feed immediately

3. TERMINATION

CVS may terminate this Agreement at any time in its sole discretion without notice. CVS may also immediately terminate or suspend Seller's participation in the Cvs.com Dropship Program or remove Seller's listings at any time in its sole discretion if Seller violates the terms of this Agreement. Seller may terminate this Agreement without cause and at any time upon providing 30 days' prior written notice to CVS, provided however that Seller shall be required to fulfill and process all open orders prior to the effective date of termination.

4. SUPPLIER PORTAL

Vendor agrees to complete all required (and applicable) Supplier onboarding and other forms ("Supplier Onboarding Forms") and adhere to all requirements and relevant guidelines, policies and programs as may be updated from time to time and set forth on cvssuppliers.com and identified in Appendix 1. The terms and conditions contained therein are hereby incorporated by reference and constitute valid and legally binding obligations, enforceable against Seller. Updates to the documents on the site are made on a regular basis and may impact or alter these terms and conditions. Seller is expected to make site visits regularly in order to remain informed concerning the CVS requirements and programs applicable to the Merchandise. Seller shall be deemed to have agreed to such update and, as applicable, the terms that may have been amended by such update. CVS shall be entitled to rely on the statements made by Seller on any Supplier Onboarding Forms as if set forth herein, and

Seller shall be solely responsible for any omissions, as well as for updating the information appearing on any Supplier Onboarding Form should any product details change over time.

5. TESTED TO BE TRUSTED

For all applicable Product, as determined by CVS in its sole discretion. Seller shall be required to perform third-party testing of all vitamins and supplements sold through the Cvs.com Site to confirm they meet CVS's high-quality standards pursuant to the CVS "Tested to Be Trusted" (TTBT) program. Further details and requirements are set forth in Appendix 3.

6. MOST FAVORABLE TERMS, SPECIAL OFFERS AND PROMOTIONS

Seller shall at all times during the term of this Agreement ensure that (i) all Product fees and other charges charged to Cvs.com customers for Product offered on the Cvs.com Site are at least as favorable as the pricing terms Supplier has set forth for the Product on any other sales channel utilized by Seller; (ii) the customer service support and response described in Section 7 is at least of the same quality and level of support Seller provides for customer service provided on any other sales channel utilized by Supplier and (iii) the Seller Product Content described in Section 10 is at least of the same quality and contains the same scope of information as the information Supplier displays for the Product on any other sales channel utilized by Supplier.

7. CUSTOMER SERVICE

The Parties agree that CVS shall be primarily responsible for all communications with customers regarding the products supplied under this Agreement including service-related issues and inquiries. CVS shall handle all customer inquiries, complaints, and other communications. Notwithstanding the foregoing, the Seller may be required to act as an intermediary to facilitate communication between CVS and the customers for the purpose of resolving specific issues or concerns that CVS is unable to address directly. Such instances will be determined on a case-by-case basis and the Seller shall only communicate with customers at the request or direction of CVS. Seller shall provide CVS with a list of designated customer service contacts who can be reached for the purposes of facilitating any necessary communications with customers. This list shall be updated on a quarterly basis, or more frequently if changes occur. Both Parties agree to work cooperatively to ensure that all customer communications are handled promptly.

8. REPRESENTATIONS AND WARRANTIES

Seller makes the following representations, warranties and covenants with respect to Product offered for sale on the Cvs.com Site and related transactions pursuant to this Agreement:

a. Authority

Seller has full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Seller's performance of this Agreement does not violate or conflict with any agreement to which Seller is a party. Upon CVS's request, Seller will promptly provide CVS with (i) certificates of authenticity (or similar documentation) for Products as well as

similar supporting documentation showing that Seller has a legal right to sell the Products through the Cvs.com site.

b. Compliance with Law

Seller shall comply with all applicable federal, state, county, and municipal statutes, laws, regulations, codes, ordinances and orders, and obtain all applicable permits and licenses required in connection with the supply of the Merchandise, including without limitation regulations concerning the packaging and labeling of the Merchandise, applicable requirements for appropriate expiration dating of Merchandise, and similar requirements.

c. Compliance Certificate

Seller shall file with CVS, where required, a manufacturer's Compliance Certificate stating that each product conforms to each applicable product safety standard as is required by the Consumer Product Safety Act.

d. Product Authenticity and Non-infringement

Seller may only sell Products pursuant to this Agreement that are new and authentic. Seller will maintain adequate processes and procedures for performing diligence to assure that Products are authentic, authorized for sale, and not stolen, counterfeit, illegal or misbranded. Seller may not (and Seller represents and warrants that it will not) list any Product or Seller Product Content (as defined below) on the CVS.com site that is counterfeit, illegal, stolen, or fraudulent. Seller has obtained all relevant permissions, licenses, rights (including without limitation any applicable intellectual property rights) and approvals to sell the Merchandise through the Cvs.com site. All Merchandise shall be free of the claim of any person for infringement or misappropriation of any patent, copyright, trademark, trade secret, trade dress license or other third party rights.

e. Conformance

Merchandise shall conform to any affirmations of fact or promise, any descriptions and any samples or models shown or made to CVS, whether or not such affirmations, descriptions or samples are otherwise contained or referred to herein, and such affirmations, descriptions and samples shall constitute part of the basis of the bargain between CVS and Seller. For avoidance of doubt, Seller hereby represents, warrants and covenants that it has provided full and accurate information concerning each product SKU on all applicable Seller Onboarding Forms. Seller shall be solely responsible for all liabilities, losses or claims of any type, including reasonable attorneys' fees, which result from or are associated with Seller's failure to provide all information requested on the Seller Onboarding Forms associated with any Merchandise.

f. Merchantability

The Merchandise shall be (i) merchantable, of good quality and free of defects; (ii) fit for the purpose for which sold and (iii) function in accordance with the material specifications referenced in any applicable Product description.

9. PRODUCT RESTRICTIONS

- a. Prohibited Listings. CVS, in its sole discretion, may prohibit Seller or require that Seller refrain from listing any Products or providing any Seller Product Content. In addition, CVS may remove Seller Product listings in its sole discretion in response to notices of alleged copyright infringement, trademark misappropriation, or other intellectual property claims. In the event that CVS requests removal of Products or Retailer Product Content from the Cvs.com Site, Seller will make commercially reasonable efforts to remove the Products or Seller Product Content within twenty-four (24) hours of such request so that the Products and related Seller Product Content no longer appear on the Cvs.com Site. Seller may not relist the Products or Seller Product Content without prior written authorization from CVS. Seller will not permit the sale of a Product in any region where the sale of such product is prohibited by the this Agreement or applicable law.
- b. Prohibited Products. Seller will not list, market, promote, offer for sale, sell, or provide CVS with Products Listings for any Products that constitute or contain any Prohibited Products or are otherwise in violation of this Agreement. “Prohibited Products” shall include products that: (a) are stolen or counterfeit; (b) violate the intellectual property rights of any third party, including, without limitation, copyright, patent, trademark, trade secret, or other proprietary rights, rights of publicity, or privacy; (c) Seller does not have full right and authority to sell; (d) contain any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Personal Information; violate any Laws; (f) would be deemed crude, pornographic, obscene or vulgar, are related to drugs or drug paraphernalia, involve or promote violence, endorses or promotes tobacco products or substance abuse, involve or promote violence or discrimination against a protected class under state or federal Laws, or contain explicit materials (including without limitation, sexually explicit materials); (g) create liability for CVS; (h) are unreasonably dangerous; (i) can only be used for illegal purposes; or (j) are live animals or animal products related to endangered or protected species. If Seller is restricted from selling certain Products on the CVS.com website due to Seller brand restrictions or if seller is not an authorized reseller for any Product, Seller will withhold such Products from the assortment it provides CVS, provided that it will promptly notify CVS in writing of such removal.

10. SELLER PRODUCT CONTENT AND OTHER CHANGES.

- a. Seller may provide certain product information and any related media, materials, images, and other content, including the Item Set-up, Web Content and Image information referenced in this Section 10 (together, the “Seller Product Content”) in connection with this Agreement. Seller represents and warrants that all Seller Product Content provided is truthful and accurate and is in compliance with this Agreement, all applicable laws and policies and that Seller will not use Seller Product Content to redirect users of the Cvs.com Site to any other sales channels.
- b. Item Set up. Supplier will be responsible for providing timely and accurate information to complete the product set up in CVS systems. This includes all the information required in the

consolidated assortment template provided as a part of the Supplier package including UPCs, Dimensions, Item Numbers, etc.

- c. Web Content. Web Product Content includes the product information including product titles, descriptions, images and other content required to display products online. The web content needs to meet the requirements of a style guide. If Supplier is unable to provide the web content, Supplier needs to communicate this to CVS within 2 days of receiving the request for the content.
- d. Web Image Requirements. Images must be a standard “jpg” images on a white background. Seller must provide at least three product images and may provide up to ten images on the site. Lifestyle images are not acceptable primary images (images that include body part, items in use etc. unless CVS provides Seller with prior written approval.
- e. Product Changes. All product content and imaging changes will be communicated to CVS as soon as possible within a week of the Supplier becoming aware of such changes. All product changes will be communicated to DCProductionChangeAdmin@cvscaremark.com with the subject line containing the naming convention Vendor Name_Product Change_Date (Format: 00/00/00).
- f. CVS may provide additional Seller Product Content requirements that Seller will be required to comply with during the term of this Agreement.

11. FINANCIAL TERMS

- a. Order Placement. The Customer shall place an order for the Products on the Site, detailing the specific Products and quantities required.
- b. Fulfillment and Shipping. Upon receipt of the order, Seller shall pick, pack, and ship the Products as per the order.
- c. Shipping Confirmation. Seller shall provide a shipping confirmation to CVS once the Products have been dispatched.
- d. Payment. Upon receipt of the shipping confirmation, CVS shall pay Seller for the Products as per the order. The payment will be made in accordance with the Supplier's payment terms as agreed to by the Parties. In the event that CVS determines that Seller has engaged in any conduct that may result in any customer disputes, chargebacks or other claims, CVS may, in its sole discretion, delay and withhold initiating any payment to Seller until such customer dispute or other claim has been resolved.

12. AUDIT

Seller shall maintain complete and accurate books and records relating to all transactions made under this Agreement (including an executed copy of this Agreement) and shall keep such records for not less than three (3) years, even if this Agreement is terminated during such three (3) year period. CVS and its duly authorized representatives may, at a mutually agreed upon date and time, during the term of this Agreement and for a period of three (3) years thereafter examine and copy such books and records. The cost for any such on-site audit shall be borne by CVS. Should an audit reveal Seller has overcharged CVS, whether intentionally or inadvertently, then CVS shall be entitled to a prompt refund of the overcharge. In the event of an overcharge in excess of ten percent (10%) of the amounts actually due Seller hereunder, Seller shall reimburse CVS for the reasonable cost of the audit.

13. INDEPENDENT CONTRACTOR

The relationship of the Parties is one of independent contractors, and neither Party is or shall be construed or held to be a partner, joint venturer, affiliate or associated of the other in the conduct of its business.

14. INTELLECTUAL PROPERTY

Any use of CVS brands, including the CVS name, logos, signage or other proprietary or trademarked images, by Vendor is expressly forbidden without prior approval from the CVS Corporate Communications Department. Vendor grants to CVS a limited, royalty-free, perpetual, sublicensable license to (a) to publish, reproduce, display, distribute, transmit and otherwise use Seller's name, trademarks, service marks, and logos ("**Seller Marks**"), and (b) to publish, reproduce, distribute, transmit, display, modify, create derivative works of, and otherwise use and commercially exploit all Seller Product Content, in each case in connection with this Agreement and the Cvs.com site (including without limitation advertising, marketing and promoting the Products, other products, or the CVS Dropship Program through the Cvs.com site, third party websites, e-mail, social media or any other medium). CVS and its affiliates may permit Customers and other third parties to share and post Seller Product Content on their websites, applications, and social media outlets.

Seller may not attempt to register any trademarks or service marks or other brand identifiers (including domain names) that are confusingly similar in any way (including, but not limited to, sound, appearance, and spelling) to any of the CVS brands.

15. PUBLICITY

Seller shall not say to anyone, in writing or orally, anything critical of CVS, its business, or any of its then-current shareholders, officers, employees, and customers. This Section 15 does not prevent Seller from exercising rights that by law Seller cannot waive by contract or from disclosing information to the extent required to comply with law.

16. INDEMNIFICATION AND INSURANCE AND GENERAL RELEASE

- a. The terms and conditions set forth in the Indemnification Agreement attached hereto as Appendix 2 shall govern matters concerning responsibility for claims arising out Seller's sale of Product on the Cvs.com Site and participation in the CVS Dropship Program as well as the insurance requirements Seller must comply with.
- b. CVS and its affiliates are not parties to any transactions through the CVS Dropship Program between you and any Customers or the manufacturers or distributors of the Products. Seller hereby releases (and agree to release) CVS Indemnitees from any all Claims involving Seller and any third party or governmental entity or agency. "CVS Indemnitees" and "Claims" are defined terms in the Indemnification and Insurance Agreement.

- c. **Section 1542.** Seller agrees that the release set forth in this Agreement may apply to unknown and unanticipated claims, damages, and expenses, and you waive any rights that you might have under Section 1542 of the California Civil Code.

17. CONFIDENTIALITY

Except as set forth below, all information disclosed by CVS to Supplier relative to the Merchandise or services provided or to anything relating to the CVS, its products, services, personnel or affiliates, will be treated as confidential and proprietary information of CVS, and Supplier will use such information only for the benefit of CVS in the rendering of services for CVS and will not at any time during the Term or thereafter, either directly or indirectly, otherwise use or disclose such information to others without express, written permission of an officer of CVS authorized to grant such permission. The foregoing limitations of confidentiality will not apply to: (i) information which, at the time of disclosure to Supplier, was already in the public domain; (ii) information, which at the time of disclosure to Supplier, was already known to Supplier (except information previously acquired by Supplier directly or indirectly from the CVS or from a third party under a continuing obligation of confidence to the CVS); (iii) information, which after disclosure to Supplier, becomes part of the public domain through no fault of Supplier; or (iv) information received by Supplier from a third party not owing a duty of confidence to the CVS. Upon termination of this Agreement, Supplier will immediately return to the CVS or destroy, at CVS's discretion, all drawings, data, writings, recordings, and records of every type (including all copies, compilations or summaries thereof) embodying in any form any confidential information of the CVS. The obligations of confidentiality imposed under this Agreement shall survive for five years after termination or expiration of this Agreement.

18. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- a) **CVS and Vendor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- (i) Vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- b) The parties incorporate into this Agreement, as applicable, the obligations regarding the notice of employee rights under federal labor laws found at 29 CFR Part 471, Appendix A to Subpart A, and Vendor will likewise incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 471.
- c) Where Vendor will be providing services, deliverables or other items to CVS pursuant to this Agreement in connection with federal contracts or subcontracts of \$100,000 or more, then CVS and Vendor must file VETS-100A reports by September 30 of each year, or any

applicable extension deadline that VETS announces. 41 CFR Part 61-300.

- d) Vendor agrees that it will comply with all laws, regulations, and applicable executive orders governing verification of an employee's authorization to work in the United States and agrees that it will allow only employees who are authorized to work in the United States to perform work pursuant to this Agreement.

19. DIVERSE BUSINESS ENTERPRISE

a. “Diverse Business Enterprise”

Shall mean any business located within the United States of America or US territory and that is at least fifty-one percent (51%) unconditionally owned and operated by a person(s) who is either a citizen or lawful permanent resident of the United States or of a U.S. territory and is recognized by the U.S. Government as a: Minority-Owned Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE), Lesbian, Gay, Bisexual and/or Transgender Owned Business Enterprise (LGBTBE), Small Disadvantaged Business (DBE), Small Business Enterprise (SBE), Veteran-Owned Business (VBE), Service-Disabled Veteran-Owned Business (DVBE), or HUBZone Business.

b. Diverse Business Enterprise Utilization

In adherence to CVS’ commitment to supplier diversity, CVS’ suppliers must use all commercially reasonable efforts to further support the growth of Diverse Business Enterprises by the direct or indirect purchase of goods and/or services from Diverse Business Enterprises certified by one or more of the certification agencies recognized by CVS. Such spend with Diverse Business Enterprises will be monitored on a quarterly basis. In connection with such monitoring Vendor will be required to report to CVS in its sole discretion all direct and/or indirect certified spend with Diverse Business Enterprises.

20. LIMITATION OF LIABILITY

IN NO EVENT SHALL CVS OR ITS AFFILIATES BE LIABLE TO SELLER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, RESULTING FROM OR RELATING TO THE AGREEMENT OR ANY PURCHASES MADE HEREUNDER, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN CASE CVS IS LIABLE TO LICENSEE DESPITE THE PROVISIONS IN SECTION 12(A),

CVS’S TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED \$100.

21. OWNERSHIP OF DATA

a) Ownership of Customer and Transaction Data

Notwithstanding anything to the contrary herein, as between CVS and Seller, CVS shall be and remain, at all times, the sole and exclusive owner of the data submitted to Seller in connection with customer orders processed hereunder (the “CVS Data”), including any copy, modification, compilation, or derivative work therefrom and all intellectual or industrial property and proprietary rights contained therein or pertaining thereto and, effective in each case upon the creation of any such items, Seller hereby assigns the same to CVS. Seller is hereby granted a license to use and copy the CVS Data solely for purposes of carrying out its duties hereunder during the term of this Agreement and solely to the extent that Seller requires access to such data to provide the Services as contemplated by this Agreement during the term. Seller shall not commercially exploit the CVS Data (including without limitation utilizing customer information or other CVS Data in any form of outreach), or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such items, other than as specified herein or as directed by CVS in writing.

b) Ratings and Reviews

CVS may implement procedures that rate or review, or allow customers to rate or review, Seller’s Products and Seller’s performance as a seller on the Cvs.com site and CVS may make these ratings publicly available. CVS will have no liability to Seller for the content or accuracy of any ratings or reviews. Seller shall not use or otherwise exploit any rating or reviews posted on the Cvs.com site without the prior written approval of CVS. Seller shall permit CVS to make use of any product ratings or reviews found on any third-party marketplace site utilized by Seller in connection with sale of the Products.

c) Suggestions and Feedback

In the event that Seller provides or make available suggestions, comments, ideas, improvements or other feedback or materials in connection with or related to the Cvs.com site or other subject matter of this Agreement, CVS will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and use and exploit any of the foregoing information or materials in any manner.

22. DISCLAIMER OF WARRANTIES; NO WARRANTIES

THE CVS DROPSHIP PROGRAM, THE CVS.COM SITES, AND ALL RELATED TOOLS AND SERVICES (“THE “CVS PROGRAM”) ARE PROVIDED OR MADE AVAILABLE BY CVS “AS IS,” “AS AVAILABLE,” AND WITH ALL FAULTS. CVS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. CVS DOES NOT WARRANT THAT THE CVS PROGRAM WILL BE ERROR FREE, UNINTERRUPTED, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS, OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET SELLER’S REQUIREMENTS. CVS DOES NOT WARRANT THAT THE CVS PROGRAM WILL WORK ON OR WITH SELLER’S HARDWARE, WITH SELLER’S OPERATING SYSTEMS, OR WITH ANY OTHER SOFTWARE INSTALLED ON SELLER’S COMPUTERS. INFORMATION OBTAINED BY SELLER FROM CVS PURSUANT TO THIS AGREEMENT WILL NOT CREATE ANY WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE AGREED BY CVS AND SELLER IN WRITING, SELLER ASSUMES ALL RISKS ASSOCIATED WITH ITS PARTICIPATION IN THE CVS PROGRAM AND USE OF

SELLER'S APPLICATIONS, AND USE BY END USERS. IT IS SELLER'S SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE CVS PROGRAM, VFM PORTAL AND ALL OTHER ITEMS PROVIDED BY CVS.

23. NOTICE

All notices, requests, demands, claims, and other communications required hereunder shall be in writing and shall be deemed given if delivered personally or by mail or courier service, on the date of delivery to such party at the addresses set forth below or to such other address as either party may hereafter in writing notify the other party.

To Seller:

To CVS:

CVS Pharmacy, Inc.; One CVS Drive; Woonsocket, RI 02865; Attention: Sarah Brucker;
Copy to: Thomas S. Moffatt, Vice President Corporate Law

24. GENERAL PROVISIONS

a. Entire Agreement:

This Agreement (including any attachments, appendices, exhibits, schedules and documents incorporated therein, constitutes the sole agreement between the parties with respect to its subject matter. This Agreement may not be modified except in a writing signed by both parties.

THIS AGREEMENT SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS WRITTEN OR ORAL AGREEMENTS, EMAILS, CONVERSATIONS OR OTHER COMMUNICATIONS BETWEEN THE PARTIES – INCLUDING WITHOUT LIMITATION ANY FORECASTS OR PROJECTIONS OF ANTICIPATED VOLUMES TRANSMITTED BY EMAIL OR VIA EDI OR ANY OTHER MEANS OF COMMUNICATION – AND SELLER ACKNOWLEDGES THAT IT MAY NOT REASONABLY RELY ON SUCH COMMUNICATIONS UNTIL THEY HAVE BEEN MEMORIALIZED IN A PURCHASE ORDER OR OTHER DULY EXECUTED AGREEMENT.

b. No Assignment

Except as to the right to payment arising out of Seller's due performance of its entire obligation, Seller shall make no assignment of any right arising hereunder and shall not delegate any duty owed by it to CVS and any such attempted assignment or delegation shall be wholly void and totally ineffective for all purposes, unless the prior written consent of CVS, signed by an officer of CVS, shall have been obtained. CVS reserves all of the rights and defenses of an account debtor as set forth in the Uniform Commercial Code. In any case involving a permitted assignment Seller shall promptly provide CVS with such evidence of assignment, as CVS shall request.

c. Anti-Trust Assignment

Seller hereby conveys, assigns and transfers to CVS all rights, title and interest in and to all causes of action and any resulting proceeds Seller may have under the antitrust laws of the United States or the common law or the statutory law of any State arising out of or relating to Seller's purchase of the products which were subsequently resold to CVS and which are the subject of this Agreement. At CVS's request, Seller shall promptly execute an assignment of claims containing language substantially similar to the language outlined above in this provision as further evidence of such assignment. Should CVS take legal action with respect to the causes of action assigned hereunder, CVS shall be solely responsible for all costs and liabilities arising therefrom and shall hold Seller harmless in respect thereof.

d. Severability

If any provision of this Agreement be deemed invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

f. Headings

The headings of the various provisions of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the provisions so designated.

g. Remedies

The rights and remedies specifically provided in any of the terms and conditions of this Agreement are in addition to and not in substitution of all other rights and remedies given or implied by law, in equity or otherwise, and, in addition to all other rights given by law, CVS shall have the right to recover for any non-conformity in any individual merchandise or an entire order, the incremental cost of obtaining substitute merchandise and the loss of profit caused by such non-conformity. For purposes of this section, non-conformity shall include failure to deliver merchandise in the quantities, at the times, or to the locations specified on a Purchase Order.

h. No Waiver

No waiver of any breach of any terms or conditions of this Agreement shall be construed as a waiver of any subsequent breach of that term or condition or other term or condition of the same or different nature.

i. Third Party Beneficiaries

This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other

person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

j. Survival

The terms, conditions, and warranties contained in this Agreement that by their nature and context are intended to survive the expiration or termination of this Agreement. Without limiting the generality of the previous sentence, the following Sections shall survive any expiration or termination of this Agreement:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their respective authorized representatives.

ACCEPTED AND AGREED TO:

Seller

BY: _____

NAME:

TITLE:

Appendix 1*

Policies and Programs	Responsibilities	URL (may be updated from time to time)
A. Ethical Standards	CVS requires all suppliers to conduct business in accordance with applicable laws and CVS ethical standards. Please review CVS Health's Supplier Ethical Standards and distribute copies to persons within your organization who participate in CVS business.	Details may be found at https://cvssuppliers.com/node/391 , which are incorporated herein by reference.
B. CVS Pharmacy Recall Policy	During the ordinary course of business certain items may need to be recalled from CVS stores, distribution centers, and CVS.com for various reasons, including quality and safety issues. This policy outlines CVS' expectations for Suppliers, as well as procedures for initiating recalls.	Details may be found at https://cvssuppliers.com/node/526 , which are incorporated herein by reference.
C. CVS Health Supply Chain Performance Program ("OTIF")	This policy describes the CVS Supply Chain Performance Program, the vendor portal designed to support the performance program, as well as instructions for disputes under the program.	Details may be found at https://cvssuppliers.com/document-library/supply-chain-performance , which are incorporated herein by reference
D. Unsaleable Merchandise and Minimization of Waste	This policy describes the rights, responsibilities, and procedures for the handling, disposition and removal of Merchandise from all channels of distribution.	Details may be found on cvssuppliers.com (at https://cvssuppliers.com/node/551), which are incorporated here by reference
E. Supplier Financial Relationship Policy and Guidelines	This policy has been established to provide Suppliers with CVS policies and expectations relating to payments, supplier billing standards, returns, disputes, and electronic data interchange (EDI).	Details may be found on cvssuppliers.com (at https://cvssuppliers.com/node/741), which are incorporated here by reference
F. Mandatory WERCS Registration Requirements	WERCS is CVS' program to ensure compliance with regulatory responsibilities related to consumer products. Supplier participation in this initiative is mandatory. All Suppliers must register your product and formulations with WERCS.	Details may be found on cvssuppliers.com (at https://cvssuppliers.com/node/996), which are incorporated here by reference
G. Ethical Sourcing & CTPAT	Supplier agrees to participate in the CVS Ethical Sourcing & CTPAT Compliance Program to ensure factory compliance with local laws and international standards	Contact ethical.sourcing@cvshealth.com

Compliance Program	as it relates to human rights concerns, as well as CTPAT requirements.	
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***In the event a link is not active, Supplier shall be directed to the relevant information located at cvssuppliers.com.**

Appendix 2

Indemnification and Insurance Agreement

1. This Supplier Indemnification Agreement (the “Agreement”) is entered into between CVS Pharmacy, Inc. (“CVS”) and 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 of 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:

As specified by Supplier in Portal.

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. 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.

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

Appendix 3

Tested to be Trusted Program

CVS Tested to Be Trusted Program Overview and FAQ's, & Acknowledgement

Background

2019, CVS Pharmacy, Inc. launched the “Tested to Be Trusted” (TTBT) program. Under this program, CVS Pharmacy, Inc. requires third-party testing of all vitamins and supplements to confirm they meet our high-quality standards. The program ensures all dietary supplements* sold in our stores and on CVS.com meet the following criteria:

- The dietary ingredients listed on the supplement facts panel meet the declared label claims in both identity and amount per serving.
- Dietary supplements must be free from specific identified harmful contaminants and must not exceed set program standards as outlined in Table 1.

This program reflects the latest evolution in our commitment to being a trusted partner in health and holistic wellness and our focus on the importance of self-care.

As of 5/01/2020, UL Verification Services Inc. (UL) will administer the program including coordination and execution of testing on behalf of CVS Pharmacy, Inc. The UL Tested to Be Trusted team can be reached at TTBT@ul.com

The following is an overview of program requirements, fees and frequently asked questions (FAQs). CVS Pharmacy, Inc. and UL reserve the right to modify or adjust the following to accommodate specific scenarios or reflect modifications to the program. Please note the changes we are introducing to testing frequency. The program has evolved into a robust Quality Assurance program that encompasses both an Initial Qualification and then Routine Monitoring components in future years. If you have specific questions about the program, please send a message to TTBT@UL.com.

Please acknowledge your company's acceptance and assent to the TTBT Program Fee Payment Agreement by completing and signing the Acknowledgement Page found in Exhibit A of this document. The response should be submitted via Adobe Sign.

Frequently Asked Questions (FAQs)

How will I be notified a new item needs to be tested?

Any new dietary supplement introduced into CVS Pharmacy, Inc. stores will be required to meet the “Tested to Be Trusted” program guidelines and require Initial Qualification. Once a product has been selected for inclusion in our product mix, the CVS Pharmacy, Inc. Category Manager will issue a Product Kickoff email indicating to the Seller the necessary steps to comply with the

program. Upon receipt of the Product Kickoff email, the Seller will receive a secondary email titled “First Action Request” from the UL Tested to Be Trusted team with specific actions to be completed. This email will outline all the requirements including necessary documentation and sample submission directions needed to begin the testing process. Failure to respond on a timely basis could result in fines, penalties or cancellation of the item.

For questions regarding testing, please send your inquiry to TTBT@ul.com.

How much does testing cost and how will it be billed?

The Seller can reference the Pricing Guide included in Exhibit A. Pricing is based on the product type, complexity of ingredients, and test cycle. CVS will deduct the cost of testing and administrative fees directly from the CVS Seller invoice.

Testing fees are incremental fees to currently negotiated funding values.

What types of documentation and information will be requested from UL on behalf of CVS?

All documentation requests will be made to the Seller directly from the UL Tested to Be Trusted team. All documentation is to be provided by the Seller to UL based on the instructions that are provided. No documentation should be sent to CVS. If the requested documentation is not available, the Seller will indicate the date the requested documentation/information will be available.

1. **Supplement Facts Panel:** Seller must upload an image of the SFP from the product that will be sold to CVS.
2. **GMP/GFSI Certification:** A valid and current third party GMP or GFSI Certificate demonstrating compliance to 21 CFR 111 is required. Audits conducted internally or by a governmental body will not meet the requirement. If this is all that is available, the audit report and a letter of intent to conduct a TTBT compliant audit must be submitted on company letterhead. The audit report will be reviewed, and the letter of intent must include the scheduled audit date to receive conditional approval.
3. **FDA Registration:** FDA registration confirmation is required. A screenshot on Company Letterhead identifying the current FDA Registration number for the facility producing the product must be provided. The FDA Registration number can be reasonably redacted, but the screen shot must include the date the registration is valid until. A template has been provided for convenience.
4. **Analytical Method:** Any specific or proprietary preparation, extraction or testing methods required to achieve the desired result of the label claim (if applicable) must be provided by the Seller. If the Seller does not submit method information, UL reserves the right to use the most scientifically valid method suitable for the intended purpose. The Seller is responsible for any retesting fees required if an alternate methodology is not provided prior to the initial test.
5. **Confirmation Statements:** The confirmation statements are provided by the UL Tested to Be Trusted team and require responses to each of the questions on the provided form. The

form must be completed in the Adobe Acrobat form template provided, as modifications are not allowed.

6. ***Herbal/Botanical Qualification by Input:*** If an item contains an herbal/botanical ingredient that cannot be tested to a quantitative claim, then the Herbal/Botanical Qualification by Input Template must be completed. The template will be provided by the UL Tested to Be Trusted team. Within the template every Herbal/Botanical Ingredient must contain a specific identification test to confirm that the ingredient is what is claims. Items purchased as a blend must contain an acceptable identification test for each ingredient. A screenshot of the Batch Production Records must show the inclusion of the ingredients into the batch or the release testing COA must show that all criteria meets specification. The template must be signed by a Quality Assurance or Regulatory Compliance authority figure within the company

How do I submit a sample?

All potential new items that require the Initial Qualification testing must be submitted to the UL Tested to Be Trusted team following the process outlined below. For the Routine Monitoring portion of the program, UL will pull samples directly from CVS Pharmacy, Inc. distribution centers.

The “First Action Request” email from UL will outline the sample submission process including the number of samples required and the address to send the samples for testing to begin. This email with sample submission requirements should be received within 2 business days of receipt of the Product Kickoff email from the Category Manager. If you fail to receive the “First Action Request” email from UL, please contact TTBT@ul.com.

Sample submissions should include:

- The appropriate number of samples required to complete testing. The number of samples required is dependent upon the product type and details can be found in the table below.
- The box of samples should be clearly labeled for the project. All submitted samples must include the product description, LabWorks Test ID, CVS SKU number, CVS UPC Number, Vendor Name, and Planogram date.
- All samples must be from the same lot.
- Samples should not be within 90 days of expiration

Product Type	Dosages	Required Sample Amount
Solid Dose Dietary Supplements	Tablets, Caplets, Capsules, Softgels, Chewables, Gummies	Minimum requirement: <ul style="list-style-type: none">• 4 containers with a minimum of 65 tablets in each Additional requirements: <ul style="list-style-type: none">• Include an additional 300 grams of product if herbals/botanicals are included in formula• Weight loss, performance, sexual health, muscle enhancing supplements require an additional 200 grams

Product Type	Dosages	Required Sample Amount
		<ul style="list-style-type: none"> Formulas including fish oils require an additional 500 grams
Powder Dietary Supplements	Powders	<p>Minimum requirement:</p> <ul style="list-style-type: none"> Containers/packets >100 grams: 7 samples Containers/packets <100 grams: 9 samples <p>Additional requirements:</p> <ul style="list-style-type: none"> Include an additional 300 grams of product if herbals/botanicals are included in formula Weight loss, performance, sexual health, muscle enhancing supplements require an additional 200 grams Formulas including fish oils require an additional 500 grams
Liquids	Drinks, Syrups	<p>Minimum requirement:</p> <ul style="list-style-type: none"> Containers/packets >100 grams/mL: 7 samples Containers/packets <100 grams/mL: 9 samples <p>Additional requirements:</p> <ul style="list-style-type: none"> Include an additional 300 grams/mL of product if herbals/botanicals are included in formula Weight loss, performance sexual health, muscle enhancing supplements require an additional 200 grams/mL Formulas including fish oils require an additional 500 grams/mL

How long does testing take?

All items being Initially Qualified must have a passing test report and all documents approved prior to the PO Cut date. Ideally, new products are kicked off **at least 90 days prior to PO cut date**. In order to account for the short turnaround times – UL will look to rush any possible testing for samples received less than 45 days of the PO Cut date. Please note that the rush fees include a 100% upcharge and the UL TTBT team will let you know if any testing cannot be rushed.

Once items to be tested are received at the lab, the average turnaround time for initial test results is 15 business days. For products containing herbal/botanical ingredients, the initial testing timeline will be longer and average 45 business days. Upon completion of the testing a Certificate of Analysis (COA) will be sent directly to the Seller and CVS will only be informed if the item passed/failed the requirements of the Tested to Be Trusted program

What is tested?

All Dietary Supplements will be tested to a CVS internal Tested to Be Trusted Program standard as identified below:

Table 1

TTBT Protocol	Tested Attribute	Product Category Impacted	Testing Standard	Standard Reference	Comments
Supplement Facts Panel/SFP Testing	All Claimed Nutrients on the SFP	All Supplements	NSF standard	Section 5.1.2, 6.1, & 6.2	Some ingredients are not able to be tested in finished product
Contaminants	Pesticides	Products containing Herbal and/or Botanical Ingredients	NSF standard	Section 7.2 Annex N-2	USDA-NOP-2611-1 for all products.
	Microbiological	All Supplements	NSF Standard	Section 5.3.3	Testing to include APC, Y&M, Salmonella, E.Coli, S. Aureus, Enterobacteriaceae, & Aflatoxin.
	PCBs	Fish Oils Only	NSF Standard	Section 5.3.6.1	
	Banned Substances	Weight loss & sexual performance products.	NSF Standard	Section 5.3.4 & 5.3.5	
	Heavy Metals	All Supplements	NSF Standard	Section 5.3.1.2	Testing includes Lead, cadmium, inorganic arsenic, mercury, & chromium.
Free From	Free From Claim on the Finished Packaging for Gluten Free	Any product that claims the product is free from Gluten is tested for confirmation.	NSF Standard	Section 5.3.7, 7.4 and/or 8	Products tested for gluten ONLY if product makes claim that the product is free from.
Proof of cGMP	Confirmation Factory is Registered with FDA	All Supplements	NSF Standard	Section 8	Suppliers are required to meet current Good Manufacturing Practice (cGMP) requirements and/or Global Food Safety Initiative (GFSI) Standards.

In the Initial Qualification process, a full testing protocol is performed. All dietary ingredients claimed on the supplement facts panel and applicable contaminants are tested. In the Second Year (Routine Monitoring) all applicable contaminants are tested; however, the scope of dietary ingredients tested is reduced. The number of dietary ingredients is selected based on the table below. Each line on the supplement facts panel is counted as “1” dietary ingredient. The prioritization of the ingredients tested is based on PDP claims and markers from the USP general chapters. If additional ingredients are required to be tested, they are chosen based on claimed amounts, prioritizing those with the largest claims.

Number of Dietary Ingredients on SFP	Number of Dietary Ingredients Tested for Routine Monitoring (Second Year)
1-3 ADIs	1 ADI Tested
4-6 ADIs	2 ADIs Tested
7-9 ADIs	3 ADIs Tested
10-15 ADIs	5 ADIs Tested
16-24 ADIs	8 ADIs Tested
25-30 ADIs	10 ADIs Tested

Number of Dietary Ingredients on SFP	Number of Dietary Ingredients Tested for Routine Monitoring (Second Year)
31-39 ADIs	13 ADIs Tested
>40 ADIs	14 ADIs Tested

What is the frequency of testing?

Dietary Supplements will be tested according to the following cadence:

Initial Qualification	
First Year	Full testing protocol as identified in Table 1 above. Documentation requirements will be required as mentioned above.
Routine Monitoring	
Second year	Reduced testing protocol for specific marker vitamins/minerals/botanicals. All contaminant testing will still be conducted during the second year. Documentation to confirm GMP and FDA Registration will still be required.
Third year	If the item passed TTBT testing requirements the first 2 years, no testing is required the third year. Documentation will still be required.
Subsequent years	Provided that there have been no changes to the item's formula or manufacturing location, the routine monitoring aspect of the program will alternate between a reduced testing protocol and document review.

If an item is reformulated (including any changes to dietary ingredient claims or amount) or the manufacturing site changes, the item will be considered a "new" item and must restart with the Initial Qualification testing.

Annually, all dietary supplement SKUs are reviewed for multiple counts of the same formulation. Testing will only be required for one of the counts. Please note that different flavors are considered unique formulations. Documentation will still be required for tracking purposes.

What if I don't have finished packaging, can a bulk sample be submitted?

The expectation is the Seller will submit samples representative of finished goods. Exceptions will need to be discussed and approved by the UL Tested to Be Trusted team prior to sample submission. Please contact TTBT@ul.com.

Do I need to submit my product if I only sell to select stores?

Yes - all dietary supplements¹ sold in CVS Pharmacy, Inc. stores are required to be compliant with the Tested to be Trusted program. If you receive a Product Kick Off email from your Category Manager, then you are required to submit your product for testing. If you have specific concerns about the inclusion of your product in the program, please reach out to the UL Tested to Be Trusted team.

What happens if my product fails testing?

If a product fails during the first year of testing, UL will contact the Seller directly to confirm the appropriate test methods have been used. If a product fails testing in subsequent years or after receiving the test methods, UL will immediately retest the item at the Seller's expense. If the product fails again, a failing Certificate of Analysis will be issued.

If the Seller disputes the UL results after the product is retested by UL, a Deviation Management process has been developed. The Seller should continue to engage directly with UL. At the Seller's request the product can be sent to a referee lab (Eurofins or NSF) by UL for retesting at the Seller's expense. If the item fails testing with the referee lab, then the testing failure applied by UL will stand. If the results from the referee lab and UL do not align and the labs cannot come to a mutual decision, UL will then inform CVS Pharmacy, Inc. who will then make the final decision. At no time should the Seller directly contact CVS Pharmacy, Inc. during the Deviation Management process. CVS Pharmacy, Inc. will reach out as needed to the Seller for additional information.

Products that fail testing will not be sold at CVS Pharmacy, Inc. If inventory is in the CVS supply chain, the item will be immediately recalled at the expense of the Seller.

Are TTBT test results confidential?

UL provides the services and protects the confidentiality of all test results in accordance with its standard terms of service which include terms of confidentiality. These terms of service are incorporated here and available by following this [link](#). If a government agency, law enforcement agency, etc. serves UL a third-party subpoena for records, they are required by law to comply with the request as long as the subpoena is valid. As a policy, UL will notify the Seller to provide them an opportunity to object to the subpoena. The Seller may draft a protective order that ensures the records are marked as highly confidential or "for attorneys' eyes only", however the documents are produced absent an order from the court instructing UL not to answer.

What will be reported to CVS Pharmacy, Inc.?

CVS Pharmacy, Inc. will only receive notification that your item passed or failed. If the item fails testing and the Seller and UL cannot resolve thru the deviation process and the Seller wants to engage with CVS on the resolution, the results of only the failing test line will be shared with CVS.

¹ A product sample is tested by an independent third party for certain contaminants and, whenever possible, the identity and potency of dietary ingredients. Excludes pet supplements, products only sold at Navarro locations, and other products that may be dispensed by the Pharmacy. Supplements that are part of a Home Test Kit in limited stores are also excluded. Tests are performed on a single lot of the vitamin or supplement. As a result, we cannot confirm that subsequent lots would pass these tests.

If my product is NSF or USP certified, do they need further testing?

Items with NSF certification are exempt from TTBT testing requirements as long as the Seller can provide evidence of current certification. Items with USP certification will be tested for known differences between the TTBT and USP programs and are required to provide evidence of current certification.

What happens if products are similar in formula? Is testing required?

Products that are line extensions (size only) are exempted from testing but not from registration requirements within the WERCs. Testing waivers will not be given to products with similar flavors and/or colors.

How will overages to maintain shelf life be considered during testing?

It is the expectation that all dietary supplements will contain the amounts declared on the finished product label in compliance with the Dietary Supplement Health Education Act (DSHEA). Accordingly, the measure of uncertainty associated with the analytical methodology will be taken into account when determining whether the product meets a minimum of 100% of label claim throughout the shelf-life. Reasonable excess of a vitamin, mineral, marker constituent, and/or other dietary ingredients may be allowed as long as such excesses do not present a public health or safety risk.

How will herbal/botanical testing be conducted?

Herbal/botanical testing will be tested through quantitative or qualitative methods whenever possible. In the event that UL or a qualified third-party lab does not have the capability to quantitatively test against a label claim, UL will review the Herbal/Botanical Qualification by Input documentation. This documentation provides the justification that the product contains the herbal/botanical ingredients they claim.

What if there are specific test methods that should be used for my product?

If a specific test method is required by AOAC, USP, or a similar organization, the Seller will have an opportunity to share that information directly with UL before the product is tested. During the initial outreach from UL, the lab will ask if there is a specific test method that should be used. If a specific test method is required, the Seller must share this point prior to testing. UL reserves the right to use the most scientifically valid methods suitable for the intended purpose based on ingredients and dosage delivery form. If alternate methodology is provided after testing is conducted, the retest will be conducted at the additional expense of the Seller.

*A product sample is tested by an independent third party for certain contaminants and, whenever possible, the identity and potency of dietary ingredients. Excludes pet supplements, products only sold at Navarro locations, and other products that may be dispensed by the Pharmacy. Supplements that are part of a Home Test Kit in limited stores are also excluded. Tests performed on a single lot of the vitamin or supplement. As a result, we cannot confirm that subsequent lots would pass these tests.

Exhibit A:

**CVS PHARMACY, INC. TESTED TO BE TRUSTED PROGRAM (“TTBT”)
PROGRAM FEE PAYMENT AGREEMENT**

WHEREAS CVS Pharmacy, Inc. (“CVS”) requires third-party testing of all vitamins and supplements, including those provided by the Seller identified below (“Seller”), to confirm they meet its high quality standards; and

WHEREAS this testing is performed by UL Verification Services Inc. (“UL”), which administers the TTBT program on behalf of CVS, including coordination and execution of testing of Seller’s products which are governed by UL’s terms of service available following this link (“Terms”) which are incorporated herein; and

WHEREAS all fees for TTBT testing of Seller’s products (“TTBT Fees”), including fees payable to UL for testing, as well as fees payable to UL or CVS for TTBT program administration, shall be the responsibility of Seller.

NOW THEREFORE, Seller and CVS do hereby agree and acknowledge that all TTBT Fees in connection with the program are the responsibility of the Seller.

Director, QA and Regulatory Compliance

Exhibit B: Tested to Be Trusted Program Pricing

The Tested to Be Trusted Program Pricing and Fees are outlined in the following document. The 3rd party testing program features a negotiated rate with UL and is an exclusive rate limited to CVS Pharmacy, Inc. based programs.

In the First year, the Initial Qualification testing requires a full testing protocol be performed. All dietary ingredients claimed on the supplement facts panel and applicable contaminants are tested. In the Routine Monitoring portion of the program, the testing requirements are scaled back. In the item's second year, all applicable contaminants are tested, however the dietary ingredient testing is reduced. The number of dietary ingredients is selected based on the table below. Each line on the supplement facts is counted as "1" dietary ingredient. The prioritization of the ingredients tested is based on PDP claims and markers from the USP general chapters. If additional ingredients are required to be tested, they are chosen based on claimed amounts, prioritizing those with the largest claims.

In the Third year, testing is skipped. However, documentation requirements remain. In subsequent years, the Routine Monitoring portion of the program alternates between Second year requirements (reduced ADI testing) and Third Year requirements (documents only). If an item is reformulated (including any changes to dietary ingredients or amounts) or if the manufacturing site changes, the item will be considered a "new" item and will restart the testing cadence with Initial Qualification testing.

Number of Dietary Ingredients on SFP	Number of Dietary Ingredients Tested for Routine Monitoring
1-3 ADIs	1 ADI Tested
4-6 ADIs	2 ADIs Tested
7-9 ADIs	3 ADIs Tested
10-15 ADIs	5 ADIs Tested
16-24 ADIs	8 ADIs Tested
25-30 ADIs	10 ADIs Tested
31-39 ADIs	13 ADIs Tested
>40 ADIs	14 ADIs Tested

To determine the total cost for testing a single item, the reader should add the following fees. (Examples are provided in the following pages. Please note the fees do not include any licensing/registration fees within the WERCSmart platform.)

1. Base Testing Fees – this fee is applied to all items tested

2. Incremental testing requirements based on active dietary ingredients, claims, product type and category
3. CVS Registration and Administrative Fees – this fee is applied to all items

1. Base Testing Fees:

All dietary supplement items require the following tests be performed in all years of testing

Test Lab	Test Line	Price
Microbiology	Aerobic Plate Count, Yeast & Mold Count, E. coli, Salmonella, S. aureus, Enterobacteriaceae, Aflatoxin	\$372
Chemistry (Heavy Metals)	Lead, Cadmium, Chromium ¹ , Arsenic ¹ , Mercury	\$278
Total Price²		\$650

¹ Testing of Chromium and Arsenic is a screening test. If screening results exceed the TTBT limits, testing of Hexavalent Chromium and Inorganic Arsenic will be performed at an additional cost.

² Base Testing also includes a \$5 sample disposal fee. Additionally, the cost of samples requested from CVS DC's will be added to the base cost.

2. Incremental Testing Requirements Based on Active Dietary Ingredient, Claims, Product Type and Category

The testing of Active Dietary Ingredients (ADIs) is priced on a case-by-case basis since the pricing is based on what is claimed on the Supplement Facts Panel. During Initial Qualification testing, a full protocol is performed and all ADIs are tested. During the Routine Monitoring portion of the program, ADI testing is scaled back however all contaminant requirements remain. Below is a table of approximate pricing based on the type of ADI.

Type of Active Dietary Ingredient	Price
Water Soluble Vitamin in Tablet/Capsule/Softgel	Approximately \$104-\$165 per ADI
Fat Soluble Vitamin in Tablet/Capsule/Softgel	Approximately \$300 per ADI
Minerals	Approximately \$55 per ADI
Vitamin in Meal Replacement, Powders, Drinks	Approximately \$380 per test (multiple forms may be captured – i.e. B1,B2,B3,B6)
Omega 3 Fatty Acids	\$368
Herbals/Botanicals	Dependent on the Ingredient and Claim

If a Product makes a “gluten-free” claim, the below testing will be required during all testing cycles.

Claim	Price
Gluten Free	\$81

If a product contains Fish Oil, an Herbal/Botanical ingredient, or claims weight loss or sexual enhancement – the below testing applies during all testing cycles.

Condition	Contaminant³	Price
If the SKU contains Fish Oil	PCB	\$2,100
If the SKU contains an Herbal or Botanical ingredient listed in the SFP	Pesticides	\$1,050
If product claims weight loss or sexual performance	Known Contaminants	\$3,500

³ Some contaminant testing may be sent to a qualified 3rd party outlab. Additional charges may apply to cover shipping expenses. If pricing at the outlab changes – UL reserves the right to update those prices to match.

3. CVS Registration and Administrative Fees and UL Document Review Fee

A CVS registration and administrative fee will also be included based on the following schedule:

Test Cycle⁴	Price
TTBT-Full Testing (Initial Qualification)	\$300
TTBT-Partial Testing (Routine Monitoring)	\$300
TTBT-Doc Only Review Fee (Routine Monitoring)	\$185
TTBT-Doc Only Administrative Fee (Routine Monitoring)	\$300

⁴In the event that retesting is needed in response to a deviation, please note the cost of the retesting will be billed back to the Seller with a minimum cost of \$195.

Please review the examples provided in the following pages.

TTBT – Full Testing

Multivitamin

Supplement Facts

Serving Size 2 Mini Tablets
Servings Per Container 75

Amount Per Serving	% Daily Value
Vitamin D ₃ 1,600 IU	400%
Calcium 600 mg	60%
Magnesium 50 mg	13%
Zinc 7.5 mg	50%
Copper 1 mg	50%
Manganese 1.8 mg	90%

ADI	Price
Vitamin D	\$307
Calcium	\$25
Magnesium	\$20
Zinc	\$95
Copper	\$95
Manganese	\$55
Total ADI Cost	\$562



	Cost
Base Testing	\$650
ADI Content Testing	\$562
Administrative Fee	\$300
Total Expected Cost:	\$1,532

TTBT – Partial Testing

Multivitamin

Supplement Facts

Serving Size 2 Mini Tablets
Servings Per Container 75

Amount Per Serving	% Daily Value
Vitamin D ₃ 1,600 IU	400%
Calcium 600 mg	60%
Magnesium 50 mg	13%
Zinc 7.5 mg	50%
Copper 1 mg	50%
Manganese 1.8 mg	90%

ADI	Price
Vitamin D	\$307
Calcium	\$55
Total ADI Cost	\$362



	Cost
Base Testing	\$650
ADI Content Testing	\$362
Administrative Fee	\$300
Total Expected Cost:	\$1,312

TTBT – Full Testing

Multivitamin with Fish Oil

Supplement Facts

Amount Per Serving	% Daily Value
Vitamin A	1,000 IU
Vitamin B ₁₂	2.5 mcg
Vitamin C	1,000 mg
Vitamin D ₃	1,600 IU
Vitamin E	100 IU
Vitamin K ₂	100 mcg
Vitamin B ₆	100 mcg
Folic Acid	1,000 mcg
Calcium	600 mg
Magnesium	50 mg
Zinc	7.5 mg
Copper	1 mg
Manganese	1.8 mg
Omega-3 Fatty Acids (EPA & DHA)	1,000 mg
Total ADI Cost	\$3,312

ADI	Price
Vitamin A	\$284
Vitamin B ₁₂	\$28
Vitamin C	\$284
Vitamin D ₃	\$307
Vitamin E	\$284
Vitamin K ₂	\$28
Vitamin B ₆	\$28
Folic Acid	\$284
Calcium	\$25
Magnesium	\$20
Zinc	\$95
Copper	\$95
Manganese	\$55
Omega-3 Fatty Acids	\$295
Total ADI Cost	\$3,312



	Cost
Base Testing	\$650
ADI Content Testing	\$2,312
PCB Testing	\$2,100
Administrative Fee	\$300
Total Expected Cost:	\$5,362

TTBT – Partial Testing

Multivitamin with Fish Oil

Supplement Facts

Amount Per Serving	% Daily Value
Vitamin A	1,000 IU
Vitamin B ₁₂	2.5 mcg
Vitamin C	1,000 mg
Vitamin D ₃	1,600 IU
Vitamin E	100 IU
Vitamin K ₂	100 mcg
Vitamin B ₆	100 mcg
Folic Acid	1,000 mcg
Calcium	600 mg
Magnesium	50 mg
Zinc	7.5 mg
Copper	1 mg
Manganese	1.8 mg
Omega-3 Fatty Acids (EPA & DHA)	1,000 mg
Total ADI Cost	\$3,917

ADI	Price
Vitamin B ₁₂	\$28
Niacin	\$284
Vitamin B ₆	\$28
Folic Acid	\$284
Calcium	\$25
Iron	\$55
Zinc	\$95
Omega-3 Fatty Acids	\$295
Total ADI Cost	\$867



	Cost
Base Testing	\$650
ADI Content Testing	\$867
PCB Testing	\$2,100
Administrative Fee	\$300
Total Expected Cost:	\$3,917

TTBT – Full Testing

Herbal Supplement

Supplement Facts

Serving Size 1 Capsule
Amount Per Serving
St. John's Wort Extract (Hypericum perforatum) (standardized to contain 0.3% Hypericin, 0.6 mg)
*Daily Value not established.



ADI	Price
St. John's Wort (standardized to contain 0.3% Hypericin)	\$942

	Cost
Base Testing	\$650
ADI Content Testing	\$942
Pesticide Testing	\$1,050
Administrative Fee	\$300
Total Expected Cost:	\$2,942

TTBT – Partial Testing

Herbal Supplement

Supplement Facts

Serving Size 1 Capsule
Amount Per Serving
St. John's Wort Extract (Hypericum perforatum) (standardized to contain 0.3% Hypericin, 0.6 mg)
*Daily Value not established.



ADI	Price
St. John's Wort (standardized to contain 0.3% Hypericin)	\$942

	Cost
Base Testing	\$650
ADI Content Testing	\$942
Pesticide Testing	\$1,050
Administrative Fee	\$300
Total Expected Cost:	\$2,942

TTBT – Full Testing

Enzyme

Supplement Facts

Serving Size 1 Capsule
Servings Per Container 32

Per Capsule	Amount	% Daily Value
Sodium	5 mg	<1%
Lactase Enzyme	9000 FCC	?

*Percent Daily Values are based on a 2,000 calorie diet.
*Daily Value not established.



ADI	Price
Lactase Enzyme Activity	\$389

	Cost
Base Testing	\$650
ADI Content Testing	\$389
Administrative Fee	\$300
Total Expected Cost:	\$1,339

TTBT – Partial Testing

Enzyme

Supplement Facts

Serving Size 1 Capsule
Servings Per Container 32

Per Capsule	Amount	% Daily Value
Sodium	5 mg	<1%
Lactase Enzyme	9000 FCC	?

*Percent Daily Values are based on a 2,000 calorie diet.
*Daily Value not established.



ADI	Price
Lactase Enzyme Activity	\$389

	Cost
Base Testing	\$650
ADI Content Testing	\$389
Administrative Fee	\$300
Total Expected Cost:	\$1,339

TTBT – Full Testing

Probiotic

Supplement Facts			
Serving Size: 1 Capsule			
	Amount Per Serving	% Daily Value	
Probiotic (Total Bacteria)			
100 Billion CFUs	100 Billion CFUs	100%	1
Probiotic Strains			
100 Billion CFUs	100 Billion CFUs	100%	1



ADI	Price
Probiotic Count	\$237
Capsules	\$55
Total ADI Price	\$292

	Cost
Base Testing	\$650
ADI Content Testing	\$292
Administrative Fee	\$300
Total Expected Cost:	\$1,242

TTBT – Partial Testing

Probiotic

Supplement Facts			
Serving Size: 1 Capsule			
	Amount Per Serving	% Daily Value	
Probiotic (Total Bacteria)			
100 Billion CFUs	100 Billion CFUs	100%	1
Probiotic Strains			
100 Billion CFUs	100 Billion CFUs	100%	1



ADI	Price
Probiotic Count	\$237

	Cost
Base Testing	\$650
ADI Content Testing	\$237
Administrative Fee	\$300
Total Expected Cost:	\$1,187

TTBT – Full Testing

Weight Loss

Supplement Facts			
Serving Size: 1 Serving			
	Amount Per Serving	% Daily Value	
Green Tea Leaf Extract (100 mg)			
100 mg	100 mg	100%	1
Polyphenols (40% (111.3 mg) EGCG, caffeine 15 mg)			
15 mg	15 mg	100%	1



ADI	Price
Total Polyphenols and Caffeine	\$371

	Cost
Base Testing	\$600
ADI Content Testing	\$371
Pesticide Testing	\$1050
Known Contaminant Testing	\$3,500
Administrative Fee	\$300
Total Expected Cost:	\$5,871

TTBT – Partial Testing

Weight Loss

Supplement Facts			
Serving Size: 1 Serving			
	Amount Per Serving	% Daily Value	
Green Tea Leaf Extract (100 mg)			
100 mg	100 mg	100%	1
Polyphenols (40% (111.3 mg) EGCG, caffeine 15 mg)			
15 mg	15 mg	100%	1



ADI	Price
Total Polyphenols and Caffeine	\$371

	Cost
Base Testing	\$650
ADI Content Testing	\$371
Pesticide Testing	\$1050
Known Contaminant Testing	\$3,500
Administrative Fee	\$300
Total Expected Cost:	\$5,871

Appendix 4

CVS DROPSHIP PRIVACY AND DATA SECURITY ADDENDUM

This CVS Dropship Privacy and Data Security Addendum (“Addendum”) is hereby incorporated into the agreement between CVS and Seller, the terms and conditions of which are hereby incorporated by this reference.

1) DEFINITIONS.

For the purposes of this Addendum, the terms below have the following meanings whenever capitalized:

- a) “Applicable Law” has the meaning ascribed to it in Section 1.d.
- b) “Data Security Incident” means:
 - i) Any reasonably suspected or actual unauthorized access to or acquisition, disclosure, use, or loss of CVS Data or breach; or
 - ii) Compromise of Seller’s Security Program that presents a potential threat to any CVS Data or CVS system.
- c) “Personal Information” has the meaning ascribed to it in Section 14.a.
- d) “Privacy and Data Security Requirements” means all of the following: (i) all applicable federal, state, and local laws, rules, regulations, and other governmental requirements currently in effect and as they become effective (“Applicable Law”), relating in any way to the privacy, confidentiality, integrity, availability, or security of CVS Data; (ii) all applicable industry standards concerning privacy, data protection, confidentiality, integrity, availability, or security of information, including without limitation, the Payment Card Industry Data Security Standard, and any other similar standards; (iii) all policies, statements, or notices that are provided to Seller in writing; and (iv) all security controls required by CVS, including secure coding standards.
- e) “Security Program” means a comprehensive written information security program as more fully described in Section 3 below.
- f) “Privacy and Data Security Assessment” refers to CVS’s review and evaluation of Seller’s processing of CVS Data and its Security Program.
- g) “CVS Data” means the following, regardless of form or the media in which it is maintained (including any records in hard copy), that may be accessed, used, or disclosed to Seller in connection with or incidental to the performance of services for or on behalf of CVS or by any other means:
 - i) Any Personal Information and other information relating to an identified or identifiable individual irrespective of whether such individual is a CVS customer, employee, or other status (including, but not limited to, name, postal address, email address, telephone number, date of birth, Social Security number, driver’s license number, other government-issued identification number, financial account number, credit or debit card number, insurance ID or account number, health or medical information, consumer reports, background checks, biometric data, digital signatures, any code or password that could be used to gain access to financial resources, or any other unique identifier);
 - ii) Non-public business information; and
 - iii) Any information marked “highly sensitive” or “sensitive” or defined as “confidential” by CVS, or information that Seller should reasonably believe to be confidential.

2) ACKNOWLEDGEMENT.

Seller acknowledges that it is solely responsible for the confidentiality and security of the CVS Data in its possession, custody, or control, or for which Seller is otherwise responsible.

3) SECURITY PROGRAM.

Seller has implemented and shall maintain a written information security program in accordance with the Privacy and Data Security Requirements. Seller's Security Program includes appropriate administrative, technical, and physical safeguards; assures the confidentiality, availability, integrity, and security of CVS Data and CVS systems; and includes at least the following safeguards:

- a) Appropriate user authentication controls, including secure methods of assigning, selecting, and storing access credentials, restricting access to active users, and blocking access after a reasonable number of failed authentication attempts.
- b) Secure access controls, including controls that limit access to CVS Data to individuals that have a need-to-know, supported by appropriate policies, protocols, and controls to facilitate access authorization, establishment, modification, and termination.
- c) Appropriate and timely adjustments to Seller's Security Program based on: periodic risk assessments; regular comprehensive evaluations (such as third party assessments) of Seller's Security Program; monitoring and regular testing of the effectiveness of safeguards; and a review of safeguards at least annually or whenever there is a material change in Seller's technical environment or business practices that may implicate the confidentiality, availability, integrity, or security of Seller's information systems.
- d) Appropriate, ongoing training and awareness programs designed to ensure workforce members and others acting on Seller's behalf are aware of and adhere to Security Program policies, procedures, and protocols.
- e) Monitoring of systems designed to ensure data integrity and prevent loss or unauthorized access to, or acquisition, use, or disclosure of, CVS Data.
- f) Technical security measures, including firewall protection, antivirus protection, security patch management, logging of access to or use or disclosure of CVS Data, intrusion detection, and encryption of data in transit and at rest.
- g) Physical facility security measures, including access controls, designed to restrict access to CVS Data to individuals described in Section 3.b.
- h) Logical segmentation of CVS Data from data of others, but especially any CVS competitor.

4) SUPERVISION.

Seller shall exercise necessary and appropriate supervision over its relevant employees and others acting on its behalf to maintain confidentiality, integrity, availability, and security of CVS Data.

5) MOBILITY AND TRANSFER OF DATA.

- a) Any CVS Data that CVS classifies as “highly sensitive” or “sensitive” shall not be stored on, transferred onto/from, or transported via any mobile device or any removable storage (e.g., thumb drives, DVDs, CDs, etc.), unless encrypted using an encryption methodology approved in writing by CVS.
- b) All electronic data transfers of CVS Data that CVS classifies as “highly sensitive” or “sensitive” must be accomplished via secure FTP or other protocol or encryption methodology approved in writing by CVS.
- c) Any physical removal or transfer of CVS Data that CVS classifies as “highly sensitive” or “sensitive” from CVS’s or Seller’s facilities shall be undertaken only according to security controls and procedures developed or approved in writing by CVS.
- d) CVS Data may not be transferred, stored, or processed outside of the United States without prior written approval from CVS, inclusive of transfers to any contractors, data processors, third parties, or other agents notwithstanding the provisions of Section 7.

6) DATA SECURITY INCIDENTS.

- a) Seller shall notify CVS (by email to PrivacyPharmacy@cvshealth.com) immediately of any Data Security Incident and, within 48 hours, also provide a comprehensive written summary of the Data Security Incident that includes a description of the nature and scope of the Data Security Incident, a description of all CVS Data affected, and the corrective actions taken and to be taken by Seller. The summary shall be timely supplemented to the level of detail reasonably requested by CVS, inclusive of any relevant investigative or forensic reports undertaken by the Seller.
- b) Seller shall promptly take all corrective actions to stop and contain the Data Security Incident, and shall cooperate fully with CVS and its designees to investigate the Data Security Incident, mitigate any and all adverse effects, and prevent future Data Security Incidents . Such cooperation shall include responding to CVS’s inquiries about the Data Security Incident in a timely fashion.
- c) CVS, or at CVS’s direction Seller, shall: (i) decide if it is necessary and/or advisable to provide notice of the Data Security Incident to any person, governmental entity, the media, or other party; and (ii) determine the contents of the notice, if any. CVS shall, in its sole discretion, make the final determination as to whether notice will be provided and to whom, the contents of the notice, and which Party will be the signatory to the notice, if any.

7) THIRD PARTIES.

Seller may transfer, disclose, or otherwise provide access to CVS Data (including through use of third party hosting or cloud services) only to the following parties:

- a) Any subcontractor or agent that Seller engaged prior to the effective date of the agreement to which this Addendum is attached if: (i) the subcontractor or agent, including the proposed access to CVS Data by the subcontractor or agent, was evaluated in a manner substantially similar to a Privacy and Data Security Assessment; (ii) the subcontractor or agent maintains a written information security program substantially equivalent to that required of Seller by this Addendum; (iii) Seller has executed an agreement with the subcontractor or agent that is substantially equivalent to the requirements set forth in this this Addendum; and (iv) the subcontractor or agent has a need-to-know the CVS Data to which it is provided access.

- b) Any subcontractor or agent that Seller engages following the effective date of the agreement to which this is attached if: (i) CVS is permitted, at its option, to conduct a Security Assessments to evaluate Seller's engagement of the subcontractor or agent and the security controls implemented by that subcontractor or agent; (ii) the subcontractor or agent maintains a written information security program substantially equivalent to the Security Program required of Seller by this Addendum; (iii) Seller has executed an agreement with the subcontractor or agent that is substantially equivalent to this Addendum and preserves for CVS or Seller the rights available to CVS pursuant to Sections 6 and 9 of this Addendum; (iv) the subcontractor or agent has a need-to-know the CVS Data to which it is provided access; and (v) CVS provides prior written approval.

8) NOTICE OF PROCESS.

In the event Seller receives any governmental, regulatory, or legal process request for any CVS Data, Seller shall immediately notify CVS so that CVS may, at its option, to defend such action or seek a protective order from a court of competent jurisdiction. Seller shall reasonably cooperate with CVS in such defense or request.

9) NOTICE OF INDIVIDUAL REQUESTS AND COMPLAINTS.

Seller shall immediately notify CVS (by email to PrivacyPharmacy@cvshealth.com) in the event that Seller receives: (i) requests from individuals relating to CVS Data, including requests to exercise any rights relating to their personal information contained within CVS Data; or (ii) complaints of any kind from individuals relating to the privacy, confidentiality, or security of CVS Data. Seller shall: (a) not respond to any such request or complaint without CVS's prior written approval; and/or (b) respond to such requests or complaints only as directed by CVS.

10) USE RESTRICTIONS.

- a) Except in cases where CVS provides prior written approval, Seller shall not retain, use, access, disclose, reconfigure, re-identify, aggregate, or otherwise process CVS Data, nor permit any of the foregoing, for any purpose other than performing services pursuant to Seller's participation in the CVS Dropship Program, fulfilling Seller's obligations as set forth in this Addendum, or as strictly necessary to comply with Applicable Law.
- b) Seller shall not (i) sell CVS Data; (ii) share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, CVS Data for cross-context behavioral advertising, whether or not for monetary or other valuable consideration; or (iii) combine CVS Data with personal information it receives from or on behalf of another person or persons, or collects from its own interaction with a consumer.

11) SECURITY ASSESSMENT.

- a) Seller shall provide CVS with an opportunity to conduct a Privacy and Data Security Assessment as set forth in this Section. Privacy and Data Security Assessments may be conducted, at CVS's option, (i) on-site by CVS employees, (ii) by a third party that CVS has engaged to act on its behalf, or (iii) through surveys and interviews conducted with Seller. In the event that CVS submits questions to Seller concerning its privacy and data security practices, Seller shall submit written responses to those questions within 10 business days. Privacy and Data Security

Assessments may be conducted no more than once per calendar year, provided that CVS shall give reasonable advance notice to Seller of not be less than 15 business days. However, in the event: (i) of a Data Security Incident or (ii) that CVS has a reasonable basis to believe that Seller is not in compliance with this Addendum, CVS may conduct a Privacy and Security Assessment, provided that CVS shall give advance notice to Seller of not less than 48 hours.

- b) Upon CVS's reasonable request, Seller shall provide CVS with copies of its privacy and data security policies and procedures that apply to CVS Data.
- c) Seller shall provide CVS with notice of any findings that are likely to adversely impact CVS Data or CVS systems that are identified through any security assessment or review of Seller's systems or Security Program performed by Seller or a third party, including vulnerability and penetration assessments. Notice of these findings may be provided in the form of a written summary. Seller shall keep CVS timely informed of its remediation efforts to address these findings.

12) COMPLIANCE.

Seller shall comply with all Privacy and Data Security Requirements.

13) SECURITY CERTIFICATION.

Seller shall maintain a level of security certification consistent with applicable industry standards, assessed at least annually by a qualified and reputable third party, reasonably acceptable to CVS. Seller shall provide copies of any such certifications to CVS upon reasonable request by CVS.

14) SELLER CVS DROPSHIP PRIVACY POLICY.

Seller shall prepare a separate CVS Dropship Privacy Policy for posting on the CVS Dropship website in connection with Seller's participation in same. If requested by CVS, Seller shall host, support and maintain a dedicated URL that provides customers with access to Seller's CVS Dropship Privacy Policy in accordance with specifications provided by CVS. Seller shall (i) set up the URL, (ii) work with CVS.com to ensure customers have access to Seller's CVS Dropship Privacy Policy through such URL, and (iii) comply with any SLA requirements regarding the uptime of the hosted privacy policy URL. Seller must include the following information in the Seller CVS Dropship Privacy Policy as well as any information required under Applicable Law:

- a) The specific personally identifiable information and other customer information (collectively, the "Personal Information") Seller receives in connection with its participation in the CVS Dropship Program.
- b) How Seller will use the Personal Information it receives in connection with the CVS Dropship Program (e.g., to ship orders or to email customers about their orders).
- c) Who will have access to the Personal Information (e.g., Seller's employees or third parties acting on Seller's behalf).
- d) Under what circumstances the Personal Information may be disclosed to third parties (e.g., as required by law, to fulfill orders, etc.). This section should make clear that Personal Information is shared with CVS and is also subject to CVS's privacy policy.
- e) How customers may update their Personal Information as maintained by Seller.
- f) A statement that Seller never sells or rents Personal Information to any third party.

- g) A statement that Seller will not use the Personal Information received in connection with the CVS Dropship Program to place advertisements or send marketing communications to the customer or to conduct surveys, contests or sweepstakes, etc.
- h) A description of how Seller protects Personal Information.
- i) A description of how Seller protects the privacy of children and complies with the Children's Online Privacy Protection Act of 1998. (Note that CVS Dropship Program is designed for a general audience and is not directed to persons under the age of 16; CVS does not knowingly collect personal information online from any person we know to be under the age of 16.)
- j) The date on which Seller's CVS Dropship Privacy Policy was last updated and where customers can direct questions about the Seller's CVS Dropship Privacy Policy (e.g., the relevant email, phone number, etc.).

15) OWNERSHIP OF CUSTOMER AND TRANSACTION DATA.

Notwithstanding anything to the contrary herein, as between CVS and Seller, CVS shall be and remain, at all times, the sole and exclusive owner of CVS Data, including any copy, modification, compilation, or derivative work therefrom and all intellectual or industrial property and proprietary rights contained therein or pertaining thereto and, effective in each case upon the creation of any such items, Seller hereby assigns the same to CVS. Seller is hereby granted a license to use and copy the CVS Data solely for purposes of carrying out its duties **and** performing services in connection with the CVS Dropship Program, solely to the extent that Seller requires access to such data to carry out its duties and perform its services. Seller shall not commercially exploit the CVS Data (including without limitation utilizing customer information or other CVS Data in any form of outreach), or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such items, other than as specified herein or as directed by CVS in writing.

16) INDEMNIFICATION.

Seller agrees (i) to indemnify and hold harmless CVS from and against any claims, liabilities, and damages to the extent same are due to Seller's negligence, willful misconduct, or breach of this Addendum, a Data Security Incident, or Seller's failure to comply with or abide by any Applicable Law, including the Privacy and Data Security Requirements (other than by reason of an act or omission of CVS), and (ii) to defend promptly and diligently, at Seller's sole expense, with attorneys reasonably acceptable to CVS, any claim, action, or proceeding brought against CVS or CVS and Seller jointly or severally, arising out of or connected with any of the foregoing, and to indemnify and hold CVS harmless from any judgment, loss, or settlement on account thereof. Seller's duty to defend CVS under this section shall apply to any complaint or claim that makes allegations that, if proved, place the alleged breach of duty, whether in tort or contract, potentially within the purviews of the duties, responsibilities, and obligations undertaken by Seller in connection with the CVS Dropship Program.

17) TERMINATION.

CVS may terminate any agreement or engagement between CVS and Seller in the event: (i) of a Data Security Incident that CVS determines is likely to have a substantial adverse impact on CVS's relationship with its customers or associates or may otherwise substantially harm its reputation; (ii) of a material violation of this Addendum by Seller, including any violation of Section 7; (iii) of any material misrepresentation made in connection with any Security Assessment or other process described in Sections 7 or 9; or (iv) that Seller or a third party reviewed pursuant to Section 7 fails to timely or effectively remediate material adverse findings from a Security Assessment, assessment, or other process

described in Sections 7 or 9, as applicable. This Section 18 in no way limits any termination rights provided under the agreement to which this Addendum is attached.

18) RETURN OR DISPOSAL OF CVS DATA; ACCESS TERMINATION.

- a) Seller shall return or dispose of CVS Data in its possession, custody, or control: (i) immediately upon termination of the agreement to which this Addendum is appended; or (ii) at CVS's instruction, which may be given at any time; provided that Seller may retain CVS Data if required by Applicable Law, in accordance with Seller's Security Program, and any retained CVS data remains protected by the terms of this Addendum and is limited to the minimum necessary to comply with the Applicable Law.
- b) Seller shall ensure that any disposal of CVS Data is rendered permanently unreadable and unrecoverable.
- c) To the extent Seller accesses or has contact with CVS systems, Seller must ensure that such access is discontinued upon termination of the Agreement.
- d) Upon reasonable notice and if requested by CVS, Seller shall provide written certification of its compliance with this Section 19 signed by an officer of the Seller.

19) SURVIVAL.

Section 17 and Section 19.d will survive termination of the agreement to which this Addendum is attached. The remaining provisions of this Addendum will survive until such time as Seller has fully complied with the provisions of Section 19.