



CVS/pharmacy

August 26, 2003

To all Suppliers:

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

Attached please find two Indemnification Agreements. Please execute, sign, and return both originals to:

**CVS CORPORATION
One CVS Drive, Vendor
#«Vendor_Number»
Woonsocket, Rhode Island 02895
ATTN: CIL ROBERTS**

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

Upon receipt, the Agreements will be reviewed and signed. One fully executed original will be returned to you. We will keep the other, so that we will each have an original for our files.

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

**ALL CORRESPONDENCE AND QUESTIONS MUST BE REFERRED TO CIL
ROBERTS:
PHONE NUMBER 401-770-2285 FAX NUMBER 401-766-7369**

Thank you for your prompt attention and response.

Very truly yours,

Chris W. Bodine
Executive Vice President Merchandising & Marketing

INDEMNIFICATION AGREEMENT

CVS Corporation
One CVS Drive
Woonsocket, Rhode Island 02895

_____ (hereinafter "Vendor") hereby agrees to defend, indemnify and hold harmless, each of the following: CVS Corporation and all past, present and future parent corporations, subsidiaries and affiliates and each of their officers, directors, employees and representatives (hereinafter individually and collectively "CVS"), from or are associated with and against any and all liabilities, losses, claims, and/or costs, including reasonable attorneys' fees, which allegedly result from any defect, alleged or real, in any product, fixture, equipment or item, sold or supplied by Vendor or its subsidiaries or assigns to CVS, or which result from any infringement, alleged or real, of any trademark, patent, copyright or other intellectual property right, or which result from any violation of applicable laws by Vendor.

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

CVS hereby agrees to notify Vendor 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 Vendor shall be sent to _____, c/o _____

As part of this Agreement, Vendor shall supply CVS with a certificate of insurance naming CVS as an "Additional Insured" evidencing General Liability, including Blanket Vendor's Endorsement, Auto Liability, and Excess Liability coverage in combined policy limits of not less than \$5,000,000.00 for bodily injury and for property damage, in addition to statutory worker's compensation coverage.

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

CVS: _____ **VENDOR:** _____

BY
SIGNATURE: _____
SIGNATURE: _____
PRINT NAME: _____
NAME: _____
TITLE: _____
TITLE: _____
DATE: _____
DATE: _____

BY

PRINT