

Agreement Required from  
Prospective User Entities  
SOC 1 Report

Ernst & Young LLP (“EY”) has prepared the attached report (the “Report”) for the sole benefit and use of CVS Health (“Company”) (the “Company”), and, for limited purposes in accordance with the requirements of the American Institute of Certified Public Accountants (the “AICPA”), Company’s existing user entities and their auditors. In addition, certain prospective user entities, identified by the Company (collectively, each a “Recipient”), may have access to the Report subject to the terms of this agreement. **Your access to the Report is subject to your agreement, on behalf of yourself and the Recipient, to the terms and conditions set forth below. Please read them carefully.**

By clicking on the “I ACCEPT” button below, you signify that you and the Recipient agree to be bound by these terms and conditions. Such acceptance and agreement shall be deemed to be as effective as a written signature by you, on behalf of yourself and the Recipient, and this agreement shall be deemed to satisfy any writings requirements of any applicable law, notwithstanding that the agreement is written and accepted electronically. Distribution or disclosure of any portion of the Report or any information or advice contained therein to persons other than Company is prohibited, except as provided below.

1. EY was engaged by the Company to perform a Type 2 Examination of controls at the Company relevant to user entities’ internal control over financial reporting (SOC 1 engagement) in accordance with attestation standards established by the American Institute of Certified Public Accountants (“AICPA”). The Recipient has requested the Company to provide it with a copy of the Report prepared by EY in connection with such engagement.
2. The Services were undertaken, and the Report was prepared, solely for the benefit and use of the Company, its existing user entities, and their auditors, and was not intended for any other purpose, including the use by prospective user entities of the Company. EY has made no representation or warranty to the Recipient as to the sufficiency of the Services or otherwise with respect to the Report. Had EY been engaged to perform additional services or procedures, other matters might have come to EY’s attention that would have been addressed in the Report.
3. The Services did not (a) constitute an audit, review or examination of financial statements in accordance with generally accepted auditing standards of the AICPA or the standards of the Public Company Accounting Oversight Board, (b) constitute an Examination of prospective financial statements in accordance with applicable professional standards or (c) include procedures to detect fraud or illegal acts to test compliance with the laws or regulations of any jurisdiction.
4. The Recipient (a) does not acquire any rights against EY, any other member firm of the global Ernst & Young network, or any of their respective affiliates, partners, agents, representatives or employees (collectively, the “EY Parties”), and EY assumes no duty or liability to the Recipient, in connection with the Services or its access to the Report; (b) may not rely on the Report; and (c) will not contend that any provisions of United States or state securities laws could invalidate or avoid any provision of this agreement.

5. Except where compelled by legal process (of which the Recipient shall promptly inform EY so that EY may seek appropriate protection), the Recipient will not disclose, orally or in writing, any Report or any portion thereof, or make any reference to EY in connection therewith, in any public document or to any third party.
6. The Recipient (for itself and its successors and assigns) hereby releases each of the EY Parties, from any and all claims or causes of action that the Recipient has, or hereafter may or shall have, against them in connection with the Report, the Recipient's access to the Report, or EY's performance of the Services. The Recipient shall indemnify, defend and hold harmless the EY Parties from and against all claims, liabilities, losses and expenses suffered or incurred by any of them arising out of or in connection with (a) any breach of this agreement by the Recipient or its representatives; and/or (b) any use or reliance on the Report by any party that obtains access to the Report, directly or indirectly, from or through the Recipient or at its request.
7. This agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and fully to be performed therein by residents thereof.

**I ACCEPT**

**I DO NOT ACCEPT**