

Service Agreement Between [REDACTED] S [REDACTED] Pharmacy, Inc.**And****[REDACTED] International Enterprises, Inc.****1. Overview of Agreement**

This Service Agreement (this "Agreement") is entered into by and between [REDACTED] onal [REDACTED]ses, [REDACTED], [REDACTED] on [REDACTED] red [REDACTED] 0 [REDACTED] te [REDACTED] et [REDACTED], [REDACTED] on, [REDACTED] 44646 (hereinafter called "Vendor") and [REDACTED] S [REDACTED] cy, Inc., a Rhode Island corporation, on its own behalf and on behalf of its subsidiaries and affiliates including, without limitation, Caremark Rx, L.L.C., headquartered at One CVS Drive, Woonsocket, RI 02895 (hereinafter individually and collectively called "CVS").

This Agreement defines the financial, service, and communication obligations between CVS and Vendor with respect to the Services as that term is hereinafter defined.

Vendor agrees, as an independent service provider, to perform inventory liquidation services (the "Services") that CVS elects to obtain and which meet or exceed CVS specifications pursuant to the terms and conditions set forth herein.

CVS presently intends to obtain Services from Vendor provided Vendor is providing Services in a timely and consistent manner as described in Section 2.2. Notwithstanding the foregoing, it is agreed to by the parties that CVS shall not be obligated to purchase any minimum amount of Services from Vendor pursuant hereto and that CVS shall be under no obligation to purchase any or all of its Service requirements from Vendor pursuant hereto.

If Vendor is unable to fulfill CVS' requests to provide Services in a timely and consistent manner as described in Section 2.2, CVS may make alternate arrangements that meet CVS' requirements, and which ensure timely and cost effective rendering of Services to CVS.

2. Services Provided**2.1 Overview of Services**

Vendor agrees that all material related to and emanating from work performed under this Agreement is considered to be works for hire and shall become and remain the exclusive property of CVS unless otherwise specified. To the extent such work may not be deemed a work for hire under applicable law, Vendor hereby assigns to CVS all right, title, and interest in and to Vendor's rights to such work. Vendor shall execute and deliver to CVS such instruments of transfer and take such other action that CVS may reasonably request including, without limitation, executing and filing, at CVS expense, assignments and other documents required for the protection of CVS rights to such materials.

2.2 Scope of Work

Vendor will provide Services in accordance with CVS' requirements as determined at CVS' sole discretion and as attached hereto as Exhibit A. CVS may amend the Services purchased from time to time at the sole discretion of CVS based on CVS' requirements.

Inability of Vendor to provide Services within the periods set forth above or the receipt of non-conforming Services may be considered a breach of contract on the part of Vendor by CVS and may result in CVS making arrangements to obtain Services from third parties or termination of this

Page 1 of 14

Service Agreement

Privileged & Confidential

Do not copy or distribute without prior written consent by CVS

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