
CONSULTING AGREEMENT

This is an Agreement by and between CVS Pharmacy, Inc. (hereinafter "Company"), with offices at One CVS Drive, Woonsocket, R.I. 02895 and John Celona (hereinafter "Consultant") with offices at 51 Pinewood Drive, North Providence, Rhode Island, 02904-3472, concerning independent contractor services to be provided by Consultant.

In consideration of the promises hereinafter set forth, the parties agree as follows:

1. **THE PROJECT:**

Consultant is tasked with certain public relations services. These are to include, but not be limited to, visiting various senior citizen apartment complexes, centers, and groups to discuss health care issues. To work with CVS to help educate the general public on various health care topics. To do this via personal appearances, TV appearances, etc. To serve as a consultant on various health care topics.

2. **INDEPENDENT CONTRACTOR STATUS:**

In establishing and performing its respective responsibilities under this Agreement, Consultant shall act as an independent contractor, and nothing in this Agreement shall create any relationship as employer and employee, joint ventures, agent and principal or partners. Consultant shall be solely responsible for complying with all laws, including income tax laws, applicable in connection with the services rendered by Consultant under this Agreement and payments made by Company to Consultant. Consultant shall furnish all necessary tools and equipment to perform under this Agreement.

3. **NO CONTRACTING AUTHORITY:**

This Agreement does not grant to Consultant any authority to enter into an agreement, hire personnel or purchase goods or services for or on behalf of Company.

4. **CONFIDENTIAL INFORMATION: NON-DISCLOSURE:**

It is recognized that Consultant or Consultant's personnel, during the period in which Consultant is providing services to Company, may gain knowledge of, have access to or have otherwise disclosed to them certain information which is of a confidential nature. Neither Consultant nor its officers, directors, employees or agents shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any financial, accounting, statistical, prescription information, or personnel data or any process, compilations of information, records or specifications, or any information concerning Company's business operations, inventory, products or research and development program (collectively referred to as "Company" Confidential Information") without the prior written consent of Company, except as may be necessary in its performance of its duties under this Agreement. Consultant agrees to restrict dissemination of Company Confidential Information to Consultant personnel on a "need-to-

know" basis. All copies of such Company Confidential Information in written, graphic or other tangible form shall be returned to Company upon request. All copies of such Company Confidential Information in electronic form shall be destroyed upon request of Company.

All Consultant personnel providing services for Company pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. All Consultant subcontractors and vendors who require Company Confidential Information in the performance of their obligations shall acknowledge, in writing, and agree to comply with the confidentiality requirements of this Agreement.

The foregoing contractual duties to protect Company Confidential Information are in addition to and not a substitution for any greater or additional duties imposed by law. These provisions shall survive the termination of this Agreement.

5. TERM OF THE AGREEMENT:

This Agreement shall be effective as of February 1, 2000 and shall remain effective for One year from that date. The Agreement may be renewed for successive one-year terms by mutual written agreement of the parties unless terminated sooner pursuant to this Agreement.

6. RIGHT OF TERMINATION:

Company shall have the right to terminate this Agreement for any reason or no reason with Fourteen (14) days advance written notice to Consultant. As of the effective date of termination, Company shall have no liability to Consultant, except for all fees for services actually performed.

7. PROJECT FEES AND EXPENSES:

- a) Consultant's fee shall be \$1,000 per month. All undisputed billings and invoices submitted by Consultant in accordance with the terms of this Agreement shall be paid by Company within 35 days of receipt.
- b) Consultant may also charge for all reasonable and actual travel and associated costs, research materials, messenger services, and other direct and actual expenses. If Consultant will undertake long distance travel pursuant to this Agreement, Consultant will obtain advance written authorization from Company and use reasonable efforts to minimize all travel expenses, including without limitation, by booking flights as far in advance as possible.

8. INSURANCE:

Consultant shall furnish and keep in full force and effect at all times during the term of this Agreement adequate insurance to cover any and all liabilities that could arise out of the services rendered hereunder including appropriate general and professional liability coverage.

9. **INDEMNIFICATION:**

Consultant shall defend, indemnify and hold Company harmless from and against any and all claims, demands, losses, damages, suites, judgments, penalties, expenses, attorneys' fees, and/or liabilities of any kind or nature which Company may incur or which may arise from or out of any and all services provided by Consultant to or on behalf of Company pursuant to this Agreement. Consultant shall further defend, indemnify and hold Company harmless against any and all claims, demands, losses, damages, suites, judgments, penalties, expenses, attorneys' fees, and/or liabilities of any kind or nature which Company may sustain as the result of any claim, suit or proceeding brought or threatened against Company pertaining to libel, slander, defamation, infringement of copyright or of title or slogan, piracy, plagiarism, misrepresentation, fraud, unfair competition, idea misappropriation, or any other claim, suit or proceeding of a similar nature or any invasion of privacy committed or alleged to have been committed in any work done by Consultant for Company hereunder, except for such claims which arise out Consultant's adherence to Company's written instructions or directions which do not involve items of Consultant's origin or selection.

10. **ASSIGNMENT:**

This Agreement is not assignable by Consultant without the prior written consent of Company. Any attempt to do so shall give Company the right to immediately, at is option, terminate this Agreement.

11. **WARRANTIES AND ACCEPTANCE OF DELIVERABLES:**

Consultant warrants that it shall render all services in a good and workmanlike manner.

12. **NO CONFLICT OF INTEREST:**

Consultant represents and warrants that it is not bound by any contract or agreement, nor will it enter any contract or agreement during the term of this Agreement, which would in any manner prohibit or restrict its performance of the Consulting Services or its compliance with any of the terms of this Agreement.

Consultant warrants that its performance of this Agreement will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Consultant in confidence prior to or concurrent with consultant's performance of the Consulting services.

13. **INTELLECTUAL PROPERTY RIGHTS:**

- a. Any written materials ("Materials") prepared by Consultant under the terms of this Agreement shall be the exclusive property of Company, and Consultant shall not use, disseminate, disclose or publish the work products or any other related materials in whole or in part without the prior written permission of Company. Consultant agrees that all materials developed in the course of or resulting from the Consulting Services constitute

“work made for hire” and shall become and remain the exclusive property of Company, unless Company and Consultant specifically agree in writing that certain or all of the Materials shall remain the exclusive property of the Consultant. Company shall have the right to use the materials for any purpose without additional compensation to Consultant. Consultant agrees to and hereby does assign to Company the trademarks, copyrights and other intellectual property rights for all such Materials, and agrees to grant and hereby does grant Company a royalty-free exclusive irrevocable license to all Materials not first developed by Consultant in the course of or resulting from the Consulting Services, but which is incorporated in any material required to be delivered by Consultant to Company under this Agreement; provided that such license shall be effective only to the extent that Consultant now has, or prior to termination of this Agreement may acquire, the right to grant such a license without becoming liable to pay compensation to others solely because of such grant. Consultant agrees to execute such further assignments, documents and other instruments as may be necessary or desirable in order to fully and completely assign all Materials to Company and assist Company in applying for, obtaining and enforcing copyrights, trademarks and other intellectual property rights in the Materials, both in the United States and in any and all foreign countries.

- b. Consultant agrees to make written disclosure promptly to an officer of Company of all inventions, improvements or discoveries made or conceived or actually or constructively reduced to practice during the term of this Agreement, whether solely or jointly with others, which refer to or are suggested by or result from any work which Consultant may do pursuant to this Agreement (hereinafter called “Inventions”) or from any information obtained by Consultant in any discussions or meetings with employees of Company. Consultant agrees that all such Inventions are “work made for hire” and further agrees to and hereby does assign said Inventions to Company’s expense, in every way to protect and defend said inventions, including but not limited to the signing of patent applications, oaths and assignments in favor of Company relating to the said Inventions, both in the United States and in any and all foreign countries.

14. NO SOLICITATION:

The Company and the Consultant each agree during the term of this Agreement not to hire or attempt to hire any individual known by the hiring party to be an employee of the other party without the express written consent of the other party.

15. PUBLICITY; USE OF Company TRADEMARKS:

Consultant shall not use the Company’s name, trademarks, service marks, logos or product designations for any commercial purposes, including publications, articles, trade presentations or other purposes, without the Company’s prior written consent. Consultant shall not refer to Company in any marketing materials or Company list. Consultant agrees that neither it nor any of its employees or agents shall in any way hold themselves out to be in any way related to Company, except as an independent contractor retained by Company.

16. EQUAL EMPLOYMENT OPPORTUNITY:

Company is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that they will comply with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973, if applicable, and also that these laws are incorporated herein by this reference.

The parties also agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or any other characteristic protected by federal, state or local law.

17. ENTIRE AGREEMENT:

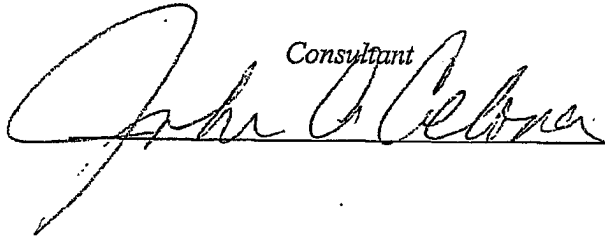
This Agreement sets forth the entire understanding of the parties and supersedes all previous and contemporaneous written or oral negotiations, commitments, understanding and agreements relating to the subject matter contained herein.

18. GOVERNING LAW:

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of Rhode Island.

Signed and Agreed to this 10th day of FEBRUARY, 2000.

By:

Consultant

Company
