

# CVS Health

## Future Fund 401(k) Plan



Summary Plan Description  
Effective as of January 1, 2022  
(Updated through January 2025)

**Plan Highlights** briefly describes the **CVS Health Future Fund 401(k) Plan** (“Future Fund” or the “Plan”). The rest of this Summary Plan Description -- or SPD -- explains in greater detail how Future Fund works.

## Plan Highlights



- **You can enter the Plan** on the **first day of the month following your date of employment** if you have reached **age 18**.
- **You can contribute 1% to 75% of your eligible pay through convenient payroll deductions.**
- **You can stop or start contributing, change your contribution percentages and change your investment elections at any time.**
- **You can make:**
  - ❖ **Pre-Tax Contributions** which **reduce** your total taxable income but will be taxed when you take a distribution; and/or
  - ❖ **Roth Contributions** which are made on a post-tax basis and grow tax free if certain requirements are met.
- **You can elect to have your contribution automatically increased by 1%** (or up to 3%) each year.
- **The Company Match Puts Free Money in Your Future Fund Account.** Once you’ve completed one year of service with CVS Health (at least 1,000 hours in a 12-month period) you’ll be eligible to begin receiving **Company matching contributions—\$1 for each \$1 you contribute, up to 5% of your eligible pay, for each pay period you contribute.**
- **You Invest Your Account Your Way. You can:**
  - ❖ Choose a **Target Date Fund** based on your projected retirement age;
  - ❖ Make your **own investment decisions** among the various investment choices offered under the Plan; or
  - ❖ Let the professionals manage your Account investments with **Vanguard Managed Account Program** (for an additional fee).
- **Your Account is designed to help you save for retirement, but while actively employed you can:**
  - ❖ **Withdraw** money under certain circumstances, such as a serious financial hardship (per IRS rules) or upon reaching age 59½, or
  - ❖ **Take a Loan** from your Account. Of course, you would have to repay the loan with interest. You could also owe taxes and a 10% federal penalty tax if you don’t repay on time.

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# CONTACT INFORMATION AND IMPORTANT ACTIONS

Vanguard will assist you with your retirement needs both online and by phone:

How To Contact Vanguard	
	<p><b>Online</b> Log on to Colleague Zone or go to Vanguard directly at <a href="http://vanguard.com/retirementplans">vanguard.com/retirementplans</a>. You will need the Future Fund plan number, <b>092038</b> to register for the first time.</p>
	<p><b>By Phone</b> Call the HR Service Center at <b>888-694-7287</b> or Vanguard directly at <b>800-523-1188</b> to speak with a representative, available Monday through Friday from 8:30 a.m. to 9 p.m., ET (excluding holidays).</p>

Important Actions		
What Do You Want to Do?	How do You Do it?	Scan this QR Code
<p>Enroll in the Plan and Start Building for Your Future</p>	<p><b>To enroll in the Plan:</b></p> <p>Scan this code with your smart phone, or</p> <p>Go to: <a href="http://vanguard.com/enroll">vanguard.com/enroll</a> (Use plan number 092038)</p>	
<p>Research the Investment Options Offered in the Plan</p>	<p><b>To learn more about the Investments Options offered under the Plan:</b></p> <p>Scan this code with your smart phone, or</p> <p>Go to: <a href="http://retirementplans.vanguard.com/PubFundChart/cvshealthfuture/4589">retirementplans.vanguard.com/PubFundChart/cvshealthfuture/4589</a></p>	
<p>Learn More About the Plan</p>	<p><b>To register for a webinar:</b></p> <p>Scan this code with your smart phone, or</p> <p>Go to: <a href="http://webinars.on24.com/Vanguard_IIG/CVS">webinars.on24.com/Vanguard_IIG/CVS</a></p>	

## INTRODUCTION

This SPD explains how Future Fund works. It describes your benefits under the Plan and the main features of the Plan effective January 2022, except where otherwise specified, and includes updates through January 1, 2025.

The SPD is only a summary of your benefits and rights under the Plan. It is important that you understand that the SPD cannot cover all of the details of the Plan or how the rules of the Plan apply to every person in every situation. The complete terms and provisions of the Plan are contained in the Plan document and related trust agreement, which are available for your examination upon request at the offices of the Plan Sponsor.

Every effort has been made to describe the Plan accurately. If there is a difference between the information in this SPD and the information in the Plan document, your benefits will be paid based on the information in the Plan document.

If in reading this SPD or the Plan document you find you have questions concerning your benefits under the Plan, please contact Vanguard.

This booklet gives a general description of Future Fund. The specific Plan provisions, which may change from time to time, are defined in the current Plan document (available from the Plan Administrator) and the related trust agreement. If any questions arise about your benefits, or if there is a conflict between this booklet and the Plan documents, the Plan documents will govern. If you have any questions about the Plan, or to request a copy of the Plan, contact the Plan Administrator. Future Fund is intended to meet the qualifications of Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that you, and not the Plan fiduciaries, are responsible for the investment decisions relating to certain assets in your Plan Account. This also means the fiduciaries will not be liable for any loss that is the direct and necessary result of any investment instructions given by a Participant in the Plan.

## DEFINITIONS

Certain terms are used repeatedly in this SPD and are defined here for your convenience:

“**Account**” means the various accounts established in your name for each type of contribution made to the Plan and invested in accordance with your investment elections. Please refer to the **Where are My Contributions Held** section for more details.

“**Break in Service**” means your failure to return to work within one year after your Severance Date. However, if you are absent from work due to your pregnancy, the birth of your child, your adoption of a child or you’re caring for a child immediately following its birth or adoption, you may not have a Break in Service until two years after your Severance Date. “Severance Date” generally means the earlier of (a) the date you terminate, retire, are discharged or die, or (b) the last day of an authorized leave of absence or if later one year following the date you are absent from service for any reason.

“**Committee**” means the Benefit Plans Committee of CVS Health Corporation.

“**Company**” or “**CVS Health**” means CVS Health Corporation and its affiliates that have adopted the Plan.

“**Disability**” means a physical or mental condition that (1) entitles you to benefits under the Company’s long-term disability plan or policy, or (2) results in the Social Security Administration determining that you are totally disabled under the Social Security Act.


“**Future Fund or “Plan”**” means the CVS Health Future Fund 401(k) Plan.

“**Eligible Pay**” generally means the earnings paid to you, such as wages, salaries, fees for professional services and other amounts received for personal services (including commissions, bonuses, and taxable fringe benefits). This definition excludes certain forms of special pay, such as expense allowances, non-taxable fringe and welfare benefits and severance pay. In the event of “differential wage payments” (certain payments to employees who are performing military service), those payments will be included. As required by the IRS, Eligible Pay is limited for Plan purposes (\$345,000 for 2024 and \$350,000 for 2025\$). Log on to your Account at [vanguard.com/retirementplans](https://vanguard.com/retirementplans) or the IRS.gov website for updated limits in Plan Years after 2025.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**Hour of Service**” means each hour for which you are directly or indirectly compensated by CVS Health or any affiliated companies. Hours of Service include (subject to the limitations contained in the Plan) hours for which you are paid for performing services, hours for which you are paid for paid time off, vacation, sick leave, or other compensated leaves of absence, and hours for which you are awarded back pay.

“**Investment Options**” means the array of investment choices offered under the Plan. To view and research the Investment Options offered under the Plan:

<p>Scan the Code on your mobile phone, or</p>	
<p>Go to</p>	<p><a href="https://retirementplans.vanguard.com/PubFundChart/cvshealthfuture/4589">retirementplans.vanguard.com/PubFundChart/cvshealthfuture/4589</a></p>

“**Normal Retirement Age**” means age 65.

“**Participant**” means any Company employee who meets the eligibility requirements, any former Company employee who has a vested Account, any beneficiaries with an Account and any alternate payees established under a Qualified Domestic Order (QDRO) with an Account in the Plan.

“**Plan Administrator**” means the Administrative Subcommittee of the Committee.

“**Plan Year**” means the calendar year.

“**Plan Sponsor**” means CVS Health Corporation.

“**Rollover Amount**” means any amount transferred by or for you from (a) an individual retirement account (“IRA”), where amounts held in the IRA originated with another tax-qualified plan, (b) a rollover from another tax-qualified plan, a 403(b) plan or a Code Section 457(b) plan, (c) a trustee-to-trustee transfer from another tax-qualified plan; (d) a direct rollover from a designated Roth contributions account in another tax-qualified plan as long as such amounts are accounted for separately in such plan; and, (e) an after-tax rollover (which means a rollover from another tax-qualified plan or 403(b) plan which separately accounts for the portion of the distribution which is taxable and the portion which is not taxable).

“**Valuation Date**” means the day on which the value of your Account is determined, which generally will be any business day other than holidays. Note: Accounts are valued after the close of the New York Stock Exchange (generally occurs at 4 p.m. E.S.T.) on each Valuation Date.

## ELIGIBILITY AND PARTICIPATION

### Eligible Employees

You are generally eligible to participate in the Plan if you are:

- At least age 18, and
- An employee other than:
  - a “leased employee” (as defined by the Code),
  - an individual covered under a collective bargaining agreement where retirement benefits were the subject to good faith bargaining (unless the agreement provides for participation in the Plan),
  - a non-resident alien receiving no U.S. earned income from the Company,
  - a resident of Puerto Rico,
  - classified by the Company as an independent contractor, consultant, or other designation that would exclude eligibility (whether or not you are an actual employee or later classified as such).

### Plan Participation

#### Eligibility to Make 401(k) Contributions

- If you meet the eligibility requirements listed above, you are eligible to become a Participant in the Plan as of the first day of the month following your date of hire, regardless of full or part-time status.
- If, as a former employee you participated in the Plan, you will again become a Participant on the date of your reemployment as an eligible employee. It is the responsibility of a former employee to make an election to contribute to the Plan as prior elections are not reinstated.
- If you terminate your employment before contributing but have completed your required service (described above) and are subsequently reemployed, you will become a Participant as of the later of (a) the date of your reemployment, (b) the date you become an eligible employee, or (c) the date you would have become a Participant if you had not terminated employment.

#### Eligibility to Receive Company Matching Contributions

- If you are an eligible employee (as described above), you are generally able to receive a Matching Contribution on Eligible Pay as of the first pay period **following your completion of one Year of Service**. Matching Contributions shall **not** be made with respect to any 401(k) Contributions made on your behalf to the Plan which are attributable to Eligible Pay earned by you prior to the pay period in which you complete one Year of Service.
- **Year of Service** is defined as either:
  - a 12-consecutive-month period, beginning with your employment (or reemployment) date, during which you complete no less than 1,000 Hours of Service, or
  - 1,000 Hours of Service in the course of any calendar year after the calendar year in which you were hired (or rehired).
- If, as a former employee, you completed the service required to receive a Matching Contribution, you will be eligible to receive Matching Contributions again on the payroll date following the date of your reemployment as an eligible employee, provided you make an election to contribute to the Plan.

#### Special Rules for Oak Street Health Eligible Employees

- If you are an Oak Street Health eligible employee who was employed on March 31, 2025 and had their Oak Street Health, 401(k) Plan account merged into this Plan, you will become a participant in the



Plan on April 1, 2025.

- If you are an Oak Street Health eligible employee who was employed on March 31, 2025 and had their Oak Street Health, 401(k) Plan account merged into this Plan, you will be eligible to receive a matching contribution beginning with the first payroll payment on or after April 1, 2025, regardless of your age or Years of Service.
- If you are an Oak Street Health eligible employee who is (i) rehired on or after April 1, 2025, (ii) was previously employed by Oak Street Health on May 2, 2023, and (iii) was previously eligible to participate in the Oak Street Health, 401(k) Plan, you are eligible to participate in the Plan on the date of your reemployment or the date you become an Eligible Employee, if later and will be eligible to receive matching contributions on any 401(k) Contributions you make after being rehired.

### Special Rules for Signify Health Eligible Employees

- If you are an Signify Health eligible employee who was employed on March 1, 2025, and are actively employed on April 1, 2025 you will become a participant in the Plan on April 1, 2025.
- If you are an Signify Health eligible employee who was employed on March 1, 2025, and are actively employed on April 1, 2025, you will be eligible to receive a matching contribution beginning with the first payroll payment on or after April 1, 2025, regardless of your age or Years of Service.

If you are an Signify Health eligible employee who is (i) rehired on or after April 1, 2025, (ii) was previously employed by Signify Health on March 29, 2023, and (iii) was previously eligible to participate in the Signify Health 401(k) Plan prior to April 1, 2025, you are eligible to participate in the Plan on the date of your reemployment or the date you become an Eligible Employee, if later and will be eligible to receive matching contributions on any 401(k) Contributions you make after being rehired.

## CONTRIBUTIONS

### 401(k) Contributions Defined

The funds which will be used to provide retirement benefits under the Plan will generally be derived from your 401(k) Contributions and Matching Contributions made by the Company (as described below). 401(k) Contributions consist of **Pre-Tax Contributions** and **Roth Contributions**, both described further below.

If you choose to defer a portion of your Eligible Pay, your contributions will be allocated to your account held under the Plan (your “401(k) Contributions”) based on your investment elections (please refer to the **Investing Your Contributions** section for more detail). You may choose to have your 401(k) Contributions contributed on a pre-tax basis (“Pre-Tax Contributions”) or on a post-tax basis as a (“Roth Contribution”) or both.

### Amount You Can Contribute

Generally, you may elect to contribute up to 75% of your Eligible Pay in multiples of 1% each payroll period. (Flat dollar amounts may not be elected). You may also make a separate contribution election (pre-tax 401(k) and/or post-tax Roth) for certain discretionary incentive bonuses paid quarterly, semi-annually or annually. Please note, commissions are not discretionary and will be deferred based on the regular election you make.

Your 401(k) Contributions to this Plan (or any other pre-tax contributions to any other plan described in Code Section 401(k)) may not exceed the limits set forth by the IRS, which amount may be adjusted for cost-of-living increases. Log on to your Account at [vanguard.com/retirementplans](https://vanguard.com/retirementplans) or the IRS.gov website for updated limits in Plan Years after 2025.

IRS Contribution Limits for the 2025 Plan Year

Age	Normal Limit	Age 50 Catch Up Limit	Additional Age 60-63 Catch Up Limit	Total Limit 2025
Less than age 50	\$23,500	0	0	\$23,500
Age 50 to 59	\$23,500	\$7,500	0	\$31,000
Age 60 to less than age 64	\$23,500	\$7,500	\$3,750	\$34,750
Age 64 and older	\$23,500	\$7,500	0	\$31,000

**Types of 401(k) Contributions**

**Pre-Tax Contributions.** Pre-Tax Contributions are made through payroll deductions before federal income taxes are taken out of your Eligible Pay and will not be subject to federal income tax until they are distributed to you as a benefit. However, Social Security tax will be withheld at the time your Pre-Tax Contributions are contributed. In effect, your Pre-Tax Contributions reduce the amount of your earnings subject to current federal income taxes withholding (and, in most cases, state and local taxes). As long as your Pre-Tax Contributions and any earnings remain in your Account, they will not be taxed.

**Roth Contributions.** A Roth Contribution is an amount you elect to contribute to the Plan on a post-tax basis, meaning federal and applicable state and local income taxes are withheld at the time of deferral to the Plan. It is possible for the earnings on the Roth Contributions to be distributed tax-free, as long as the distribution is a “qualified distribution.”

To have a “qualified distribution,” the distribution must occur after one of the following: your attainment of age 59½, your Disability, or your death. In addition, generally the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the first day of the calendar year in which you first make a Roth Contribution to the Plan (or to another retirement plan that is transferred to or rolled over to the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you first make a Roth Contribution to the Plan on November 30, 2022, your 5-year participation period will end on December 31, 2026. It is not necessary that you make a Roth Contribution in each of the 5 years.

**Catch-up Contributions.** If you are age 50 or over or will attain age 50 during the Plan Year, you are eligible to make additional 401(k) Contributions to the Plan (called “Catch-up Contributions”). The amount of your Catch-up Contributions may not exceed the IRS limits (see above table).

**COMPARISON OF 401(k) CONTRIBUTIONS (PRE-TAX AND ROTH CONTRIBUTIONS)**

	Pre-Tax Contributions	Roth Contributions
<b>How are your contributions determined?</b>	Your Pre-Tax Contributions are determined based on your gross Eligible Pay for the pay period multiplied by your Pre-Tax Contribution percentage in effect for that pay period.	Your Roth Contributions are determined based on your gross Eligible Pay for the pay period multiplied by your Roth Contribution percentage in effect for that pay period.
<b>How are your contributions deducted from your pay?</b>	Contributions are deducted from your Eligible Pay before it is taxed.	Contributions are deducted from your post-tax Eligible Pay.
<b>Do contributions count toward the maximum annual IRS contribution limit?</b>	Yes, both types apply toward the annual IRS contribution limit.	Yes, both types apply toward the annual IRS contribution limit.
<b>How do your contributions impact your current taxes?</b>	Current taxable income is reduced so your current tax bill is lower.	Current taxable income is not reduced so there is no effect on your current tax bill.
<b>Can I make both Pre-Tax and Roth Contributions at the same time</b>	Yes	Yes
<b>Are contributions eligible for Company Matching Contributions?</b>	Yes, up to 5% of Eligible Pay.	Yes, up to 5% of Eligible Pay.
<b>Are contributions available for loans and hardship withdrawals?</b>	Yes	Yes
<b>When will you pay taxes on your contributions?</b>	Income taxes are paid on your contributions when you receive a distribution unless your distribution is rolled over into an IRA or another qualified employer-sponsored plan. As such, they are taxed when they are distributed from the Plan and made payable to you.	You have already paid taxes on your contributions, so no taxes are due on your Roth contributions and associated earnings if you receive a qualified Roth distribution. (Note: Company Matching Contributions and associated earnings are taxed when they are distributed from the Plan and made payable to you.)

**Federal Tax Savings Comparison Example:** In the following example, if you save on a pre-tax basis, you have an extra \$180 in take-home earnings compared to savings on a Roth post-tax basis. The example is simplified by excluding deductions and exemptions and assumes you are single, that your eligible compensation is \$30,000 and you contribute 5% of that amount to Future Fund as before-tax savings. The estimated federal taxes assume an estimated tax rate of 12%.

TAX SAVINGS COMPARISON		
	Pre-Tax	Post-Tax Roth
Eligible Pay	\$30,000	\$30,000
Pre-Tax Contribution	(\$1,500)	N/A
Taxable Pay	\$28,500	\$30,000
Estimated Federal Taxes	(\$3,420)	(\$3,600)
Eligible Pay after Taxes	\$25,080	\$26,400
Roth Contribution	N/A	\$1,500
Remaining Take-Home Earnings	\$25,080	\$24,900

**Choosing or Changing the Percentage of Your 401(k) Contributions.** You may choose or change the percentage of your 401(k) Contributions or suspend your 401(k) Contributions altogether by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative. Any revocation or modification will become effective as soon as administratively feasible following the date your new election is processed in payroll.

**Voluntary Auto Escalation Option for Your Pre-Tax Contribution Percentage.** Saving more may be the best way to reach your financial goals and that's why the Plan offers a feature that allows you to increase your Pre-Tax Contribution percentage each year, automatically. Simply decide how much more you'd like to increase annually—from one to three percentage points—and the month you'd like the increases to occur. These annual increases will continue until your contributions reach 10% of your eligible pay or the annual IRS limit, whichever is less. You can set up, change, or stop your automatic annual contribution increases anytime by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative.

## Matching Contributions

Following your completion of one Year of Service (as defined above), the Company matches 100% of the first 5% of Eligible Pay you contribute to the Plan during that payroll period (the "Safe Harbor Match" or "Matching Contribution"). In other words, if you contribute during a payroll period, the Company will match that contribution dollar for dollar, up to 5% of your Eligible Pay for that pay period. If you do not contribute in a pay period, you will not receive a Matching Contribution on Eligible Pay earned during that period.

### You Can Maximize the CVS Health Matching Contribution if You:

- **Save at least 5% of your eligible pay each pay period.** If you contribute less than 5% of your Eligible Pay for any pay period, you may not receive the maximum Matching Contribution for which you are eligible.
- **Spread your 401(k) Contributions evenly throughout the year.** If you contribute more than 5% each pay period, including the separate annual incentive election, and reach the IRS 401(k) contribution limit before your last pay period in the applicable year, your 401(k) Contributions will stop. Your opportunity to receive **Matching Contributions on your Eligible Pay through year-end will also stop.** To receive the full Matching Contribution, make sure your 401(k) Contributions, including

your bonus election, do not cause your 401(k) Contributions to reach the IRS limit before the end of the year, or **before** you have received the maximum Matching Contribution.

- **Review your separate annual incentive election (if eligible).** If you contribute less than 5% of your eligible annual incentive pay for any bonus pay period, you may not receive the maximum Matching Contribution for which you are eligible. Check the separate annual incentive election in effect in your Account and adjust it as needed. Be sure to also check how IRS limits may affect your choices. **Reminder:** To change your incentive election for bonus pay, you can act at any time; however, you should make any change several weeks in advance of a bonus payment in order to ensure that your change can be timely processed before such payment is made.
- **Monitor your contributions during the year.** Check your pay statement or log on to your Account during the year to review your year-to-date contributions and determine whether to adjust your contribution rate to ensure you maximize the Matching Contribution.

## Rollover Contributions

If you are an eligible employee, you may transfer an eligible Rollover Amount to the Plan at any time. Contact Vanguard to request a rollover.

## Where Are My Contributions Held?

When you participate in the Plan, an Account is established in your name for each type of contribution made to the Plan and invested in accordance with your investment elections. Below are some of the contribution Account types you may see online, or on your statement:

**401(k) Savings Account** - Is your Pre-Tax Contributions, including any pre-tax Catch-up Contributions.

**Roth Account** - Is your post-tax Roth Contribution, including any post-tax Roth Catch-up Contributions.

**Safe Harbor Match Account** - Is the CVS Health Matching Contribution made on your behalf each pay period once you meet the eligibility requirements.

**Rollover Account** – Is money you transferred from another plan and may consist of subaccounts to

**Voluntary After-Tax Account** - Is the amount that you contributed on an after-tax basis in other qualified plans of companies that were acquired by or merged with Future Fund. This is not a Roth Account.

**Money Purchase Account** – Is money transferred from the Aetna 401(k) Plan and is subject to special distributions and withdrawal rules including spousal consent requirements. Distributions are not allowed unless you have reached your normal retirement age (65) and the normal form of distribution of your money purchase funds is a single life annuity if you are single and a qualified joint and 50% survivor annuity if you are married. Certain other restrictions may also apply.

**Other Accounts** – Are set up on behalf of employees who participated in other qualified plans of companies that were acquired by, or merged with, Future Fund and due to various reasons, any balance you have in these other Accounts are required to be maintained separately.

Each of the above Accounts are held on your behalf by the Plan and will be credited with its share of the income, gains, losses, and other credits or charges and will include reasonable plan administration fees that are also related to recordkeeping, audit, legal, and miscellaneous other expenses as permissible.

## Government Limits on Contributions within a Calendar Year

The IRS limits the amount of contributions that can be made to qualified 401(k) plans. The limits apply to all your Pre-Tax and Roth Contributions in a calendar year, including contributions you make to the Plan or contributions made to a previous employer's plan during the same calendar year. For current limits, log on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or the IRS.gov website.

*Note: If you contributed to a previous employer's 401(k) plan this calendar year, it is your responsibility to track your total contributions to avoid exceeding IRS limits. If this applies to you, subtract the total contributions you made to your previous employer's plan from the IRS limit on calendar-year contributions. The difference is the amount you may contribute to Future Fund this calendar year.*

If you exceed the annual IRS limit during the calendar year you **must request in writing** that the excess be paid to you. If you contributed to more than one 401(k) plan during the calendar year, you must choose the plan from which you want the excess to be paid and you must notify the plan in writing, as soon as possible, of the excess amount it is holding. To request payment of any excess from Future Fund, you must notify Vanguard no later than March 1 of the following year. The excess (plus any income or less any loss allocated to the excess) will be paid to you by April 15<sup>th</sup>.

## INVESTING YOUR CONTRIBUTIONS

### Allocation of Contributions

All contributions to your Account are invested as soon as administratively and reasonably feasible following each pay date based on your investment elections. Any contributions to your Rollover Account are invested as soon as administratively feasible after the required information is received in good order.

### Important Considerations When Investing

Before you make your investment decisions, you should consider your financial goals and review the Investment Options available to you, including performance, fees and other important information (see instructions below). Investment decisions are yours and you should take into account your own goals and circumstances, including other assets you may have, diversification considerations and all Investment Options carefully before making your investment elections. You are fully responsible for the allocation of your Account among the Investment Options and your decisions will have a direct impact on the amount available to you under the Plan. **Because investing involves risk, the value of your Account will fluctuate over time as your investments gain or lose value due to market activity.**

Understanding the basics of the Plan, including the different types of contributions, diversification considerations and available Investment Options, and taking advantage of the investment tools and resources available to you by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans), is essential to helping you develop a sound investment and savings strategy. Please keep in mind that the value of your Account depends on your contributions, Company Matching Contributions, how much and how long you save, investment gains and losses, and any loans or withdrawals you take.

As you make your investment decisions, you may want to speak to your own professional investment advisor or see the **Investment Advisory Services** section described below for services provided under the Plan.

Future Fund's diversified Investment Options cover a broad range of risk and reward profiles, which allow you to create a unique and diversified portfolio that reflect your retirement investment strategy.

### Choosing and Changing Your Investment Elections

You make your initial investment elections when you enroll in the Plan. You may change the investment of future contributions to your Account or change how your Account is allocated among the Investment Options at any time.

The stock market generally closes at 4 p.m. Eastern time but may close earlier. Transaction requests confirmed before the stock market closes are effective at the close of business that day. Transaction



requests confirmed after the official close of the stock market, or any time on weekends or holidays, are effective at the close of the next business day.

## Qualified Default Investment Alternative (QDIA)

The Plan is intended to be a plan described in Section 404(c) of ERISA and the Plan's fiduciaries may be relieved of liability for any losses that are the direct and necessary result of your investment instructions. The QDIA for the Plan is the **Target Date Fund** with the target date closest to the year in which you will reach age 65.

## Investment Options Offered in the Plan

The Plan offers several Investment Options in which you may elect to have your Account invested, including but not limited to a diversified offering of passive index investments, actively managed “white label” investments, stable value and target date fund investments.

To view and research detailed information on the Investment Options offered under the Plan, including performance, fees and other important information:

<p>Scan the Code on your mobile phone, or</p>	
<p>Go to</p>	<p><a href="https://retirementplans.vanguard.com/PubFundChart/cvshealthfuture/4589">retirementplans.vanguard.com/PubFundChart/cvshealthfuture/4589</a></p>

## CVS Health Stock Fund

The CVS Health Stock Fund is the only Investment Option in the Plan that invests primarily in an individual stock – CVS Health common stock. Investing in the CVS Health Stock Fund gives you ownership in CVS Health, as well as an opportunity to share in the Company’s potential long-term growth.

As this investment is not diversified, it may carry a higher degree of individual risk than other Investment Options in the Plan. To help you consider the role of diversification in your Future Fund investment portfolio, the percentage of new contributions (including 401(k), Matching and Rollover Contributions) directed to the CVS Health Stock Fund is **limited to 20%**.

### How is the CVS Health Stock Fund Valued?

The CVS Health Stock Fund is a pooled investment that holds CVS Health common stock and cash. As such, it is accounted for on a unitized basis, which allows for daily transaction processing with no settlement period and keeps trading costs low. When you invest in the CVS Health Stock Fund you receive units, not actual shares of CVS Health stock, which is why the unit price does not equal the published stock share price.

**Payment of CVS Health Common Stock Dividends:** Each quarter the CVS Health Board of Directors determines whether to declare a dividend based on the performance of the Company. Dividend payments, if any, are set to be reinvested in the CVS Health Stock Fund. If you want to have your dividends pass-through and paid to you, then you must change your dividend election at Vanguard. Note: regardless of your election, any dividend of \$25 or less will automatically be reinvested in the CVS Health Stock Fund.

**In-kind Distribution:** If you are invested in the CVS Health Stock Fund and you are eligible for a distribution from the Plan, you have the option of selling your investment and receiving all cash or electing to receive

shares of CVS Health stock as an “in-kind” distribution. CVS Health stock can only be distributed in-kind in whole shares. Special tax benefits may apply to unrealized appreciation on the shares of stock taken as an in-kind distribution. More information is available by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative. Deciding whether to take an in-kind distribution involves many complex financial and tax considerations and you should consult a tax advisor when considering if an in-kind distribution is right for you.

## Investment Advisory Services

Vanguard, in partnership with Edelman Financial Engines, offers you various levels of assistance in making your investment selections, including:

- **Personal Online Advisor** which provides powerful online retirement planning tools for hands-on investors at **no cost**.
- **Vanguard Managed Account Program (also known as VMAP)** which provides selection and management of your investments **for a fee** (as set forth below). Vanguard managed account specialists are available to answer your questions and provide ongoing support.

Account Value in VMAP	Fee Based on Account Value
Less than \$100,000	30 basis points (0.30%) per year
Next \$150,000	25 basis points (0.25%) per year
Next \$250,000	15 basis points (0.15%) per year
Over \$500,000	10 basis points (0.10%) per year

## Investment Transfer Restrictions

The Plan's Investment Options are operated by professional fund managers and comply with all applicable securities laws, transfer restrictions and any fund trading restrictions.

Transfer restrictions are intended to protect individual investors and participants of employer-sponsored retirement plans against the negative impact of market timing on performance and to discourage this type of activity.

In general, with fund trading restrictions, you may not sell and then buy shares in a restricted fund within the designated restricted period (as determined by the fund's manager). These restrictions apply only to transfers out of the funds; regular payroll contributions are not considered transfers. In addition, neither loan nor distribution requests are affected by these trading restrictions.

For information about current trading restrictions, please refer to the Research Funds tab for specific fund details by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative.



## Investment Decisions and Other Matters

### *Who is responsible for your investment decisions?*

*The Investment Subcommittee of the Committee determines and oversees the Investment Options in the Plan; however, you are responsible for deciding how to invest your Account among the Plan's Investment Options.*

*Future Fund is a Section 404(c) plan and is intended to meet the requirements of section 404(c) of the Employee Retirement Income Security Act (ERISA). Pursuant to section 404(c) of ERISA, because you exercise control over your Account, the Investment Subcommittee will not be liable for any loss that directly and necessarily results from your decisions.*

**Note: No employee or officer of the Company is authorized to give you investment advice.**

With the exception of CVS Health stock, voting, tender, and similar rights of securities within the investment Options are exercisable by the appropriate Plan fiduciary or its delegate. The Investment Option's fund fact sheets, prospectus or other fund information available under the Plan are available by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans).

## PLAN LOANS

### Types of Loans and Who is Eligible to Take a Loan

The Plan is designed to encourage long-term savings and investment. However, while you are working for the Company you may borrow from your Account. After you borrow from your Account, you then pay yourself back, with interest. Each loan payment you make, including interest, goes back into your Account.

- There are two types of loans available from your Account:
  - General purpose loan – used for any reason
  - Primary residence loan – used to buy your principal residence (house, condominium, or co-op)
- Here are some specifics on taking a loan:
  - You must be actively employed, including not on a leave of absence, at the time the loan is distributed from the Plan.
  - Subject to the rules of the Plan Administrator for processing loans, you may have up to two loans – either two general purpose loans or one general purpose loan and one primary residence loan outstanding under the Plan at any one time.

### How Much Can You Borrow?

You may take a loan in any amount from \$1,000 to \$50,000, but not more than 50% of your vested Account balance. Your loan will be taken from each of your Accounts and Investment Options in accordance with the Plan Administrator's rules.

- If you have (or have had in the last 12 months) one loan and apply for a second (for example you have a general-purpose loan and apply for a primary residence loan), the second loan can be for no more than the lesser of:
  - \$50,000 reduced by the excess of the highest outstanding balance of your first loan taken in the past 12 months over the outstanding balance of your current loan, or
  - 50% of your vested Account balance.

- You must wait 15 days from the date your loan is paid off before you can request a new loan.

You will be charged a \$50 non-refundable processing fee at the time your loan is processed and an annual loan maintenance fee of \$25.

## Repaying Your Loan

**Limits.** The maximum repayment period for a general-purpose loan is five years. The maximum repayment period for a primary residence loan is 25 years. Payments must be made over the term of the loan in equal installments, although you may pay off your loan in full or in part ahead of schedule, as discussed below.

**Loan Repayments.** Loan repayments (which consist of principal and interest) are paid directly back to the loan account held for you in the Plan through payroll deductions each regular pay period. Even though loan repayments will be set up to be automatic, it is your responsibility to ensure loan repayments are made each pay period. If you do not make a loan payment when it is due, your loan may be declared in default. If you default on a Plan loan, the loan will be considered a distribution from the Plan on which you will be required to pay taxes and possibly federal tax penalties. In the event that you default on and do not repay your loan, you will not be able to obtain another loan from the Plan.

**Prepayments.** You can prepay all or a portion of your total outstanding loan balance (including accrued interest). Arrangements to prepay a loan in full or in part should be made by contacting Vanguard.

**Leave of Absence.** If you take an unpaid leave of absence of up to one year, loan repayments generally will be suspended while you are on leave. However, interest on your loan will continue to accrue. Upon returning to active employment, contact Vanguard with any questions.

**Qualified Military Leave.** If you take a qualified military leave and have an outstanding loan, special rules apply. Generally, if you make a request in writing, loan repayments are suspended during a qualified military leave. Otherwise, you may continue to repay your loan by sending loan payments to Vanguard, P.O. Box 982902, El Paso, TX 79998-2902. If you suspend loan payments during a period of qualified military leave, you have two options for repaying your loan:

- You may make a lump sum payment of the missed loan payments and the interest that accrued during the leave of absence; or
- You may have the loan re-amortized upon return from leave of absence to include the missed payments and the additional interest that accrued during your leave of absence. The period of repayment will be extended by the period of time during which you were on a qualified military leave.

In addition, under the Soldiers' and Sailors' Civil Relief Act, if your qualified military leave is due to your being called to active duty (including the period for training or education under U.S. supervision before induction into military service), there is a 6% limit on the interest rate that can be charged on your Plan loan during that period of qualified military service. The interest relief applies only to your loan obligations taken before the military service period starts. Because you may not wish to reduce the interest rate on your loan no adjustment will be made until you provide notice to the Plan requesting the change.

## How is Interest Determined?

The interest rate for your loan shall be equal to the prime rate plus 1% on the day preceding the day in which you request the loan. The interest rate assigned to a loan at the time you apply for it remains in effect over the term of the loan. It will not change even though the interest rate applicable to new loans may change each day. **Remember:** All the interest you pay on a loan goes into your Account.

## What Happens If I Leave the Company?

**Termination.** In the event of your termination of employment, you have 2 options:

- Continue to make loan repayments via ACH to Vanguard, or
- Repay your loan balance in full via ACH, cashier's check or money order to Vanguard.

If you do not set up loan repayments or repay your loan in full, any Plan distribution made as a result of your termination of employment will result in the outstanding balance of the loan becoming a distribution subject to applicable taxes.

If you do not repay your loan or set up loan repayments by the quarter end following the quarter of your termination date, it will be treated as a taxable distribution to you (see the **Taxes on Distributions** section below).

**Death.** If you have an outstanding loan from the Plan at the time of your death, the unpaid loan balance becomes immediately due and payable. Generally, payment must be made within 90 days of the date of your death, or prior to a distribution from the Plan, if earlier. If the loan is not repaid, the outstanding balance of the loan becomes a taxable distribution to your estate.

## How Do I Request a Loan?

To apply for a loan, either a general purpose or primary residence, log on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or contact a Vanguard representative. To qualify for a primary residence loan, you will be asked to provide supporting documentation.

## DISTRIBUTIONS AND WITHDRAWALS DURING EMPLOYMENT

### Hardship Withdrawals

Prior to attaining age 59½, if you can demonstrate “hardship” as defined in the Plan in accordance with IRS rules, you may request a withdrawal from all or a portion of your vested Account (including earnings). Hardship distributions are limited to one every rolling six months.

Please log on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) to apply for a hardship withdrawal. In accordance with IRS rules, you must retain the documentation that supports your hardship withdrawal request. The Plan Administrator has the right to request your documentation to determine that the hardship withdrawal sufficiently satisfies the distribution requirements to allow the withdrawal.

If approved, your hardship distribution will be withdrawn from your Account in accordance with the Plan Administrator's rules. Hardship is defined by the IRS to be an “immediate and heavy financial need” which necessitates a Plan distribution. “Immediate and heavy financial need” includes:

- Costs directly related to the purchase of your principal residence, including down payment and closing costs but excluding mortgage payments,
- Eligible medical care expenses, including dental and vision, not otherwise covered by insurance for you, your spouse or your dependent(s),
- Payment of tuition or related educational expenses (including room and board) for the next 12 months of post-secondary education for you, your spouse or your dependents,
- Payment of burial or funeral expenses for your deceased parent, spouse, or dependent,
- Payment needed to prevent eviction from your principal residence or foreclosure on the mortgage of your principal residence,
- Payment for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to the requirement that the

damage be due to a Federally declared disaster and without regard to whether the loss exceeds ten percent (10%) of adjusted gross income),

- Expenses and losses (including loss of income) incurred by you due to a disaster declared by the Federal Emergency Management Agency (FEMA), provided your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster,
- Any other contingency determined by the IRS to constitute an “immediate and heavy financial need.”

A hardship withdrawal will be made from your Account only if:

- The distribution is not in excess of the amount of your immediate and heavy financial need (including any taxes you must pay as a result of the distribution);
- You have already obtained all currently available distributions under the Plan and other deferred compensation plans (other than hardship distributions), provided such distributions do not increase the amount of the financial need; and
- You represent that you have insufficient cash or other liquid assets to satisfy the financial need.
- Supporting documentation regarding the hardship is retained and provided upon request. .

***Important Information About Hardship Withdrawals:***

- *Please refer to the chart below for the required supporting documentation and rules established by the Plan in accordance with IRS rules for each hardship reason.*
- *A hardship withdrawal is not available to reimburse an eligible expense that has already been paid (e.g., reimbursing a down payment or funeral expenses that have already been paid).*
- *A hardship withdrawal is not available if you have taken a hardship withdrawal in the past 6 months.*

**Required Documentation For A Hardship Withdrawal**

If Your Hardship Withdrawal Is Due To ...	You Must Have Documentation For...
<p><b>Costs directly related to the purchase of your principal residence, including down payment and closing costs but excluding mortgage payments</b></p>	<ul style="list-style-type: none"> <li>▪ Purchase or sales contract (signed by buyer and seller) detailing purchase price and future closing date. If the requested hardship amount exceeds the down payment reflected on the purchase or sales contract, include a Good Faith Estimate (GFE) or HUD statement. If seller is providing financing through a private purchase, a GFE or HUD is not required. Or</li> <li>▪ Dated and itemized bills or contract for construction of principal residence including estimated completion date and documentation of a construction loan.</li> </ul> <p><i>Expenses not eligible for a hardship withdrawal include a previously made down payment, moving expenses, vacation homes and rental properties. Land purchases will only be considered in conjunction with construction of principal residence or if proof of principal residence can be provided through a construction loan or mobile home lot documentation.</i></p>
<p><b>Eligible medical care expenses, including dental and vision, not otherwise covered by insurance for you, your spouse or your dependent(s)</b></p>	<ul style="list-style-type: none"> <li>▪ Explanation of Benefits (EOB) from medical or insurance provider indicating the amount not covered, or</li> <li>▪ Itemized bills or receipts that state the type of service performed, date of service, amount due and insured and uninsured portion of the expenses, or</li> <li>▪ If your qualifying medical expenses are not covered at all by your insurance policy, you must provide a bill that details the type of service performed, date of service and amount due. You must also include a letter from your insurance provider stating the expense is not covered, a letter from your employer or documentation from your medical plan summary plan description confirming non-coverage of the service <u>or</u> your medical provider must certify non-coverage information directly on the bill and sign, date and provide their title.</li> </ul> <p>In addition to the above:</p> <ul style="list-style-type: none"> <li>▪ If your request relates to lodging expenses away from home primarily for and essential to medical services (up to \$50 per night), provide bills for lodging expenses.</li> <li>▪ If you are submitting a medical bill or invoice for a spouse or dependent, you must submit prior year tax forms, birth or adoption certificate or marriage certificate to support marital or dependency status.</li> </ul> <p><i>Expenses not eligible for a hardship withdrawal include cosmetic surgery or other similar procedures</i></p>

**Required Documentation for A Hardship Withdrawal**

If Your Hardship Withdrawal Is Due To ...	You Must Have Documentation For...
<p><b>Payment of tuition or related educational expenses (including room and board) for the next 12 months of post-secondary education for you, your spouse or your dependents</b></p>	<ul style="list-style-type: none"> <li>▪ Tuition bill or itemized account summary stating the student's name, amount due, due date and semester and/or time period the bill covers, or</li> <li>▪ Receipts for educational expenses and room and board including student's name, amount due, due date and semester and/or time period covered by the expense, or</li> <li>▪ Letter from educational institution on letterhead including the student's name, amount due, due date and the semester and/or time period the bill covers.</li> </ul> <p>In addition to the above:</p> <ul style="list-style-type: none"> <li>▪ If you are submitting a tuition bill/invoice for a spouse, child or dependent, you must also submit prior year tax forms, birth or adoption certificate or marriage certificate to support marital, parental or dependency status.</li> </ul> <p><b><i>Expenses not eligible for a hardship withdrawal include school loans, seminars, and continuing education.</i></b></p>
<p><b>Payment of burial or funeral expenses for your deceased parent, spouse or dependent</b></p>	<ul style="list-style-type: none"> <li>▪ Dated and itemized bills outlining your financial obligation for funeral or burial expenses.</li> </ul> <p>In addition to the above:</p> <ul style="list-style-type: none"> <li>▪ If you are submitting a funeral bill/invoice for a parent, you must include your birth or adoption certificate, or other state or government issued documentation that describes your relationship to the decedent.</li> <li>▪ If you are submitting a funeral bill/invoice for a spouse, child or dependent, you must include prior year tax forms, birth or adoption certificate or marriage certificate to support marital, parental or dependency status.</li> </ul> <p><b><i>Expenses not eligible for a hardship withdrawal include pre-paid funeral or burial plans or expenses that have already been paid</i></b></p>

**Required Documentation For A Hardship Withdrawal**

If Your Hardship Withdrawal Is Due To ...	You Must Have Documentation For...
<p><b>Payments needed to prevent eviction from your principal residence or foreclosure on the mortgage on your principal residence</b></p>	<ul style="list-style-type: none"> <li>▪ A notice indicating imminent threat of eviction/foreclosure on your principal residence, the amount in arrears, due date for payment, your name and the property address on letterhead or with a notarized landlord signature, or</li> <li>▪ Court order, sheriff's notice or letter from an attorney representing the owner or lender on letterhead which indicates threat of eviction/foreclosure. The document must include your name, property address, amount required to prevent eviction/foreclosure and due date.</li> </ul> <p>In addition to the above:</p> <ul style="list-style-type: none"> <li>▪ If the address on record at Vanguard does not match the address on the documentation, you must provide state identification, a copy of your driver's license, utility bill, or other documentation that demonstrates the property is your principal residence. To confirm the address on record, log on to your Account at <a href="http://vanguard.com/retirementplans">vanguard.com/retirementplans</a> or contact a Vanguard representative.</li> </ul>
<p><b>Payment for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Code</b> (determined without regard to the requirement that the damage be due to a Federally declared disaster and without regard to whether the loss exceeds ten percent (10%) of adjusted gross income)</p>	<ul style="list-style-type: none"> <li>▪ Copy of the insurance claim indicating the cause of the loss, loss date, amount of loss, and the amount of loss covered by insurance. Provide a signed and dated written explanation if the insurance claim does not include all of these items, or</li> <li>▪ Bill or contract which details the repair costs, the address where repairs are being made, signed by you and the contractor. Documentation must be on contractor's letterhead or you may include the contractor's business card with contractor's license number with your bill or contract.</li> </ul> <p>In addition to the above:</p> <ul style="list-style-type: none"> <li>▪ If you do not own the property, provide a copy of the lease or rental agreement outlining your financial obligation to pay for repair.</li> <li>▪ If the address on record at Vanguard does not match the address on the documentation, you must provide state identification, a copy of your driver's license, utility bill, or other documentation that demonstrates the property is your principal residence. To confirm the address on record, log on to your Account at <a href="http://vanguard.com/retirementplans">vanguard.com/retirementplans</a> or contact a Vanguard representative.</li> </ul> <p><b>Expenses not eligible for a hardship withdrawal and insufficient documentation include home improvements not associated with or related to the loss and newspaper articles that explain how loss has occurred.</b></p>



## Required Documentation for A Hardship Withdrawal

If Your Hardship Withdrawal Is Due To ...	You Must Have Documentation For...
<p><b>Disaster Declared by the Federal Emergency Management Agency (FEMA)</b> for losses (including loss of income) incurred by you due to a disaster declared by FEMA, provided your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster</p>	<ul style="list-style-type: none"> <li>▪ If a FEMA disaster is declared, it is important to note that FEMA is a different hardship withdrawal type and may have different requirements. The FEMA website is a good resource for information on the requirements that must be met to meet this withdrawal type. In general, and based on prior disasters, required documentation may include, but not be limited to, a bill or contract which details the repair costs, the address where repairs are being made, signed by you and your contractor. Documentation must be on the contractor's letterhead, or you may include the contractor's business card with the contractor's license number with your bill or contract.</li> </ul>

### Age 59½ Withdrawals

You may choose to withdraw any portion of your Account, excluding the Money Purchase Account, at any time following attaining age 59½ in accordance with the Plan's administrative rules by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative.

### Rollover Withdrawals

You may choose to withdraw any portion of your Rollover Account at any time in accordance with the Plan's administrative rules by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative.

### Distributions While on Active Military Duty

If you are on active military duty for more than 30 days, you may choose at any time during your military leave to withdraw any portion of your 401(k) Pre-Tax Account or your Roth Contributions Account in accordance with the Plan's administrative rules. However, new 401(k) Contributions (Pre-Tax and/or Roth) will be suspended for 6 months beginning on the date of the distribution.

### Special Distribution Options

From time-to-time special distributions may be allowed on a mandatory or optional basis as a result of emergency situations or legislative action. Contact Vanguard for information on eligibility and availability of such special distributions.

### Options for Transferred Employees

If you transfer jobs within the CVS Health controlled group and as a result, you become eligible for a different plan maintained by CVS Health or related entity (e.g., you become eligible for the CVS Health Care Delivery 401(k) Plan or this Plan), you may transfer your entire account balance (including outstanding loans) between the controlled group plans as a voluntary elective transfer.

### Elective Transfer Process

If you become eligible for a voluntary elective transfer, Vanguard will send you the election paperwork. As the government imposes special rules on voluntary elective transfers for active employees, you will not be able to initiate a voluntary elective transfer until you are identified as eligible to do so, at which time you will



be provided with information on the process and your election period. If you elect to transfer your account, it must be your full account balance and following the transfer, **your account balance will become subject to the provisions of the receiving plan**. If eligible to do so, please contact Vanguard to initiate the voluntary elective transfer process.

Once you authorize the voluntary elective transfer of your account from another plan in the controlled group and the transfer is complete, you will not be able to move your account back to the other plan unless you experience another employment transfer event that allows for participation in that plan. If you elect to transfer your account, your entire balance (see note below on loans) in that plan will be liquidated and moved to the receiving plan. The cash proceeds from the liquidation will be invested in the target date fund with the year closest to the year in which you will turn age 65. You may reallocate the money from the target date fund to other investment options in the plan following the transfer.

## Loan Information

If you have a loan balance and you make a voluntary transfer election, the loan balance will also be transferred to the receiving plan and you will be required to continue your loan payments according to the original terms. Generally, the per-pay-period loan payments will remain the same. If you wish to consolidate your retirement savings under one plan, you are permitted to have only two loans outstanding between both plans. After the voluntary transfer, you may view your loan information, including your payment amounts, by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative.

## Beneficiary Elections

Beneficiary designations do not automatically transfer in the voluntary transfer process. Please ensure you designate a beneficiary in the new plan. Properly designating beneficiaries can avoid an estate process and ensures that, if something should happen to you, your savings will be paid out as you wish. You can make a beneficiary election by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative.

Please note: Your ability to make a voluntary transfer election may be limited by certain administrative controls in place by the Plan or the receiving plan, such as a pending or Qualified Domestic Relations Order (QDRO) or the total number and type of outstanding loans, which would require your election to be automatically deferred until you meet the elective transfer qualifications.

## PAYMENT OF BENEFITS UPON TERMINATION OF EMPLOYMENT, RETIREMENT OR DISABILITY

### What Happens if I Leave the Company?

You are entitled to take a distribution of your Account **30 days after your separation from service** from the Company. The value of your Account will be the value as of the date immediately preceding the date your Account is distributed, reduced by any unpaid loans.

Vanguard will send you a distribution package within 30 days after your separation from service from the Company, which will include information on how to request a distribution.

- If the value of your Account is **\$1,000 or less**, you may choose to take a distribution of your Account in a single lump-sum payment or you may choose to have your Account rolled over to an Individual Retirement Account (IRA) or a qualified retirement plan of a different employer that accepts rollover contributions. However, if you do not request a distribution election within 120 days from your separation of service, your Account will be paid to you in a lump sum and applicable taxes will apply.

- If the value of your Account is **greater than \$1,000 but not in excess of \$7,000 (including your Rollover Account)** you may choose to take a distribution of your Account in a single lump-sum payment or roll it over to an IRA or a qualified retirement plan of a different employer that accepts rollover contributions. If you do not request a distribution election within 120 days from your separation of service, your Account will be rolled over to an IRA held at Millennium Trust in your name and will be invested in the Federated Government Obligations Fund. Please note that Millennium Trust charges an annual fee and a fee to close the account.
- If the value of your Account is **greater than \$7,000**, you may leave your money in the Plan until the earliest of the following:
  - You request a distribution,
  - The December 31<sup>st</sup> that coincides with or first follows your attainment of age 73\*, or
  - Your death.

\*If you do not make an election by December 31<sup>st</sup> of the year in which you turn age 73, a minimum required distribution will be initiated on your behalf.

Alternatively, you can take a distribution of your Account or roll over all of your Account to your new employer's qualified plan, an IRA, or a Roth IRA. Please also refer to the **How Are Payments Made** section below for more information on the payment options available to you.

If you take a cash distribution of all or a portion of your Account, you will have to pay taxes on the amount of the distribution (except for qualified distributions from your Roth Contributions Account), and you may be required to pay additional penalty taxes. Generally, federal income tax law requires that 20% be automatically withheld from the taxable portion of any Plan distribution. The 20% withholding rule does not, however, apply to amounts you directly roll over into another eligible retirement plan or to an IRA. Please refer to the **Taxation of Distributions** section below for additional information.

To request a distribution, log on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or contact a Vanguard representative. Once you request a distribution of your Account, payment will generally be made as soon as administratively feasible.

## How are Distributions Made?

The payment options available will depend on the value of your vested Account at the time of distribution:

- If the total value of your Account is **\$1,000 or less**, distribution of your Account may be made to you as a single lump-sum cash payment or as a rollover to an IRA or a qualified retirement plan of a different employer that accepts rollover contributions.
- If the total value of your Account is greater than **\$1,000 but not in excess of \$5,000 (including your Rollover Account)**, distribution of your Account may be made to you as a single lump-sum cash payment (installment payments are not available) or as a rollover to an IRA or a qualified retirement plan of a different employer that accepts rollover contributions.
- If the total value of your vested Account is **\$5,000 or greater**, you may elect to receive distribution of your Account as follows:

- As a full or partial lump-sum cash payment. All partial distributions will be taken from your Account in accordance with Plan procedures.

Remember that a Plan distribution, including partial distributions, will be taxable, and early distributions from your Account could result in additional tax penalties. However, you can defer paying these taxes if you roll over the taxable portion to an IRA or Roth IRA (if applicable) or to a qualified retirement plan of a different employer that accepts rollover contributions. Please refer to the **Direct Rollover** discussion in the **Taxation of Distributions** section below for additional information).

- In cash installments payable monthly, quarterly, semiannually, or annually over:

- A specified period, not to exceed your lifetime (or your beneficiary's lifetime, if applicable); or
- Your expected lifetime. (This installment option is not available to your beneficiaries.)

If you choose installments, payment amounts may vary because they are recalculated each time payment is made to ensure that the full value of the Account is paid out within the specified term. Installment payments will be distributed from your Account in accordance with the rules of the Plan Administrator. You will be able to make investment election changes to your remaining Account balance as described in this SPD. Additionally, you may elect to take the balance remaining in your Account as a lump sum at any time; however, you will not be permitted to take a loan or in-service withdrawal.

If the period of your installments is less than 10 years, your installment distributions may be eligible for rollover to an IRA, Roth IRA (if applicable), or qualified retirement plan of another employer that accepts rollover distributions. Installment distributions for a period of 10 years or more or for your expected lifetime are not eligible for rollover.

### **Roth Contribution Account**

If you take a distribution from your Roth Contributions Account, you will not have to pay taxes on the Roth Contributions and will not have to pay taxes on the earnings if the distribution is a "qualified distribution" (described above under "Roth Contributions"). If the distribution from your Roth Contributions Account is not a qualified distribution, you will have to pay taxes on the earnings attributable to your Roth Contributions.

### **Rollover of After-tax or Roth Contribution Account**

If you have any traditional after-tax money or Roth Contributions and would like to roll it over into an IRA or another qualified retirement plan, you may do so provided the IRA or retirement plan agrees to account for such monies separately.

If you want to roll over your Account to an IRA or qualified retirement plan, log on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or contact a Vanguard representative.

*Please note that if your lump sum or rollover check is not cashed within 6 months of the distribution, your money will either be put in a custodial account for checks made payable to you or an IRA account, if you initially elected a rollover. These accounts are established at Millennium Trust and are invested in the Federated Government Obligations Fund and will be charged an annual fee and a fee to close the account.*

**Quick Guide to Distribution Questions When You Leave the Company\***

**If Your Vested Account Balance...**

**Is \$1,000 Or Less      Is \$1,000 To \$7,000      Is \$7,000 Or Greater**

<b>What happens when I leave the Company?</b>	Within 30 days of leaving the Company, you will receive information regarding your rights concerning your Account		
<b>How soon can I take a distribution?</b>	You can take a distribution 30 days after your separation from service		
<b>What are my distribution options?</b>	Lump sum cash payment or rollover to IRA or qualified retirement plan		Lump sum cash payment, rollover to IRA or qualified retirement plan, partial distributions and/or a steady stream of income payments
<b>How is my distribution made?</b>	If you elect a lump sum cash payment, you can select direct deposit or check; if you elect a rollover payment to an IRA or qualified retirement plan, you will receive a check made payable to the institution or plan for your benefit.		
<b>When do I need to take action?</b>	No later than 120 days from your separation from service		No action is required until you reach age 73, which is when payments must begin under IRS rules.
<b>What happens if I do not take an action timely?</b>	If you do not request a distribution within 120 days, you will receive an automatic cash distribution of your Account.	If you do not request a distribution within 120 days, your Account will be rolled over to an IRA at Millennium Trust and invested in Federated Government Obligations Fund.	Your Account can stay in the Plan until you request a distribution, but you are required to begin receiving payments no later than age 73 under IRS rules.
<b>What happens to my Plan loan?</b>	To prevent your loan from becoming taxable, you can pay off your loan balance or establish ongoing payments via automatic deductions from your checking or savings account.		
<b>What happens if I have money in the CVS Health Stock Fund?</b>	You can take your Company stock fund balance in cash (which is taxable unless your contributions were Roth Contributions) or in shares as a rollover to an IRA. Again, you only have 120 days to make this decision.		You can leave them in the Plan or take some or all of your Company stock fund balance in cash (which is taxable unless your contributions were Roth Contributions) or in shares as a rollover to an IRA.
<b>What happens if I do not cash my check?</b>	If your lump sum or rollover check is not cashed within 6 months of the distribution, your money will either be put in a custodial account for checks made payable to you or an IRA account, if you initially elected a rollover. These accounts will be established at Millennium Trust and will be charged an annual fee and an account close fee.		

**\* Important Note:** This chart is only intended to be a Quick Guide of your distribution questions. Please review the relevant sections of the SPD for more detail.

## What Happens if I Leave and Later Become Reemployed?

If you are rehired as an eligible employee of the Company after having previously left the Company, your eligibility for the Plan will be determined as described below:

### For 401(k) Contributions

- **If you were previously eligible to participate in the Plan**, you may participate in the Plan immediately as of the date of your reemployment with the Company; **however, you must re-enroll in order to initiate contributions into the Plan** by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative.
- **If you were not previously eligible to participate in the Plan**, you must complete the Plan's eligibility requirements as described above in the **Eligibility and Participation** section of this SPD before you can enroll in the Plan.

### For Matching Contributions

- **If you previously completed the required year of service to be eligible to receive Matching Contributions and are rehired as an Eligible Employee**, you can receive matching contributions again on the payroll date following your date of your reemployment, provided you make an election to contribute to the Plan.
- **If you were not previously eligible to receive Matching Contributions**, you must complete the Plan's match eligibility requirements as described above in the **Eligibility and Participation** section of this SPD.

## Leave for Service in the Uniformed Services (Military Leave)

### 401(k) Contributions

Under federal law, upon returning to active employment from leave to perform service in the uniformed services, you may make 401(k) Contributions to contribute up to the applicable annual limits for the period you were on uniformed services leave. Generally, you will have a period of time equal to three times the period of military duty or 5 years, whichever ends first, from the date of your return to active employment to make such contributions.

### Matching Contributions

If you elect to make 401(k) Contributions upon your return to active employment, you will be eligible to receive Matching Contributions as provided for under the Plan.

## PAYMENT OF BENEFITS UPON DEATH

### Payment to Your Beneficiary

If you die while a Participant in the Plan, including as a terminated vested Participant or an active employee while on a leave of absence, and have an Account in the Plan, your beneficiary – the person(s) or entity, including a trust whom you have designated – will be entitled to receive the value of your vested Account, excluding any outstanding loan balance.

Your beneficiary(s) will need to contact Vanguard as soon as possible. In general:

- If you die before Plan payments commence, depending on the total value of your vested Account at the time of your death, your beneficiary may generally elect how payments are to be made (as described above in the **How Payments Are Made** section under the **Payment of Benefits upon**

**Termination of Employment, Retirement or Disability** section). Please note that if your beneficiary is the trustee of an estate, payment will be made as a single lump-sum payment.

- If you die after Plan payments commence, your beneficiary will receive the value of the remaining portion of your Plan Account in a lump-sum payment.

Generally, while your beneficiary cannot elect to defer the distribution of their Account, they may be eligible to elect installment payments or a rollover to defer taxes on the distribution. If your beneficiary is your spouse, they may elect to rollover their Account to an IRA or eligible retirement plan or in certain cases, defer payment of their Account. If your beneficiary is someone other than your spouse, they may elect to rollover their Account to an inherited IRA. Please note that special rules apply to non-spouse beneficiaries and their Account must be distributed within 10 years of your death (or within 5 years of your death if the death occurred before January 1, 2020). Please consult an attorney or tax advisor for assistance in determining what options apply in your situation.

## Making Your Beneficiary Designation

If you are married, your beneficiary is automatically your spouse. If you are married and wish to elect a beneficiary other than your spouse, your spouse must provide notarized consent to your election for it to be effective. The box below describes special rules related to beneficiary designations, including what happens in the event your marital status changes.

*Note: Changes in marital status may cause your prior beneficiary designation to become null and void. You should check to see if you need to complete a new beneficiary designation following changes in your marital status. Things to note if you have a change in marital status or other events occur:*

- *If you are married and subsequently become divorced, the designation of your former spouse as beneficiary is void.*
- *If you designate a beneficiary and later marry, your former beneficiary designation is void and your new spouse is automatically your beneficiary, unless your new spouse provides notarized consent to you designating a different beneficiary.*
- *If you wish to designate less than 100% of your Account to your spouse as your beneficiary, your spouse's notarized consent is required.*
- *If you have designated multiple beneficiaries and are predeceased by one of your designated beneficiaries, the allocation of assets will change based on the remaining living beneficiaries.*
- *If you have named contingent beneficiaries, assets are only payable upon the death of all designated primary beneficiaries.*

If you have not properly designated a primary beneficiary(ies), any death benefits due will be paid first to your surviving spouse or, if no surviving spouse, to your estate. For deaths occurring before January 1, 2020, certain other groups (e.g. children, parents) may have priority before the estate.

If you have designated primary beneficiaries and ALL of your designated primary beneficiary(ies) predecease you, any death benefits due will first be paid to your contingent beneficiary, if any, and if no contingent beneficiary, then to your estate.

You may designate a trust as a beneficiary. However, the trust must be in existence or come into existence (testamentary) at the time of your death. A copy of the trust documentation will be required.

Generally, you can make your designation online at Vanguard. However, if you elect a beneficiary other than your spouse, Vanguard will provide you the form required for your spouse to provide notarized written consent of the beneficiary designation. If you name a trust, you will be required to provide the trust documentation to Vanguard.



*Please note that in the event there is a dispute as to your correct and valid beneficiary(ies), the Plan Administrator shall have the discretionary authority to determine the correct and valid beneficiary(ies) in accordance with the terms of the Plan.*

## TAXATION OF DISTRIBUTIONS

### Types of Taxes You may Owe

**Federal Income Tax.** You will be taxed as ordinary income on any cash payment of any amount distributed from the Plan that was not previously taxed. This means that a withdrawal or distribution you receive from the Plan (other than already taxed contributions, such as Roth Contributions) will be taxable.

**State and Local Income Taxes.** Most states treat Plan distributions in the same way the federal government treats them. However, some state and local governments (e.g., Pennsylvania) do not exempt Pre-Tax Contributions or Pre-tax Catch-Up Contributions from state and local income tax when the deferral is made. Therefore, state taxes will be withheld based on your individual state's rules applicable to your deferrals and the earnings thereon.

**10% Penalty Tax.** If you take certain distributions from the Plan before you reach age 59½, the taxable portion of your payment may be subject to a 10% penalty tax in addition to the ordinary income taxes due on the distribution. Exceptions to the 10% penalty tax may apply based on your individual situation, including:

- If the distribution is made pursuant to a Qualified Domestic Relations Order;
- If the distribution is made to your beneficiary or estate due to your death;
- If the distribution is made to you due to disability; or
- If you roll over the taxable portion of your Plan distribution to an IRA or another eligible retirement plan.

You should consult with your accountant or personal tax advisor if you have questions regarding such exceptions.

### When A Distribution is Taxable

The Plan is designed to meet government requirements and help you enjoy special tax advantages.

Because your **Pre-Tax Contributions** are made before income taxes are withheld, these contributions and any earnings are taxable when they are distributed from the Plan and made payable to you. In addition, since **Matching Contributions** are made to the Plan on your behalf without being taxed, they and any earnings are taxable when they are distributed from the Plan and made payable to you. As long as these amounts stay in the Plan, they are not taxed by the federal or state government, as applicable.

**Loans** made to you from the Plan are not taxable provided you repay the loan as required under the Plan terms. However, outstanding loan amounts are taxed when they are distributed and made payable to you if you default on the loan repayments (considered a deemed distribution) or you request a distribution from your Account and you have an unpaid loan balance which is distributed at that time (considered an offset distribution).

Because your **Roth Contributions** are made following the withholding of taxes, these amounts are not taxed at the time of distribution. Earnings on Roth Contributions are also distributed tax free if the distribution is a "qualified distribution" (see definition of Roth Contribution above). Finally, traditional **after-tax contributions** are not taxable when distributed because they were taxed when made, but unlike Roth Contributions, the earnings on these traditional after-tax contributions are taxed when distributed and made payable to you.

## Tax Withholding

Generally federal income tax law requires that 20% automatically be withheld from the taxable portion of any Plan distribution payable to you in cash. If your state requires it, state taxes will also be withheld from your distribution at the rate as determined by your state. This 20% withholding rule does not apply to amounts distributed in a rollover to an IRA or another eligible retirement plan. In addition, a 10% withholding rate may instead apply to certain other types of distributions that are not eligible for a rollover to an IRA or another employer's qualified retirement plan (e.g., installments over a period of 10 years or more).

## Direct Rollovers

To defer paying taxes, you may roll over your Pre-Tax Contributions and earnings thereon to an IRA or another tax-qualified employer retirement plan that accepts rollovers.

You may also roll over your Roth Contributions to a Roth IRA or a designated Roth contributions account in another tax-qualified retirement plan that agrees to separately account for such contributions. If you desire to roll over Roth Contributions to another designated Roth account, you must do so in a direct rollover.

You also may directly roll over any non-taxable amounts held in the Plan to an IRA or another employer's qualified retirement plan that accepts such rollover contributions. Plan distributions to a non-spouse beneficiary may only be directly rolled over to a special beneficiary IRA established strictly for this purpose.

Once your distribution request is processed, a check will be made out to the new plan or IRA and mailed to your home. By electing a direct rollover, the 20% withholding rule will not apply. **You are responsible for delivering the check to the IRA administrator/plan.** The Plan can make direct rollover transfers by check only. Electronic transfers are not available.

**Indirect Rollover.** If you don't elect a direct rollover, you can elect to receive your taxable accounts as a payment to yourself. Thereafter, you can deposit all or part of it into an IRA or another eligible retirement plan **within 60 days** after you receive your distribution. Although the 20% withholding would apply to your distribution, when you file your income taxes you might qualify for a refund up to the amount of the withheld taxes if you timely deposit the entire taxable portion of your distribution (including an amount equal to the 20% withheld) into an IRA or another eligible retirement plan. That means you would need to substitute money from other sources for the 20% withheld.

**In-kind Distribution:** If you are invested in the CVS Health Stock Fund, you have the option of electing to receive shares of CVS Health stock, as an "in-kind" distribution. CVS Health stock can be distributed in-kind in whole shares. Special tax benefits may apply to unrealized appreciation on the shares of stock taken as an in-kind distribution. More information is available by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) or by contacting a Vanguard representative. Deciding whether to take an in-kind distribution involves many complex financial and tax considerations and you should consult a tax advisor when considering whether an in-kind distribution is right for you.

**Disclaimer.** This information is intended only as a general guideline based on our understanding of current tax laws in effect at the time this SPD was published. None of this information is intended or should be considered as tax advice. Tax laws are complex and subject to change. You should always consult a tax specialist to assist with your personal tax situations. Professional advice may help you avoid unexpected or unnecessary tax liability.

## STATEMENT OF YOUR ACCOUNT

You can review your Account on any Valuation Date by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) at any time. You will also receive electronic benefit statements, which offer you a snapshot view of your Account balance, account activity and investment performance quarterly. You may update your statement delivery preferences when you log into your Account online.



## CIRCUMSTANCES WHICH MAY LIMIT PLAN PARTICIPATION OR BENEFITS

The following conditions may affect your participation in the Plan or the amount of benefits you will receive from the Plan.

### Qualified Domestic Relations Orders

Your benefits under this Plan are solely for you (or your beneficiary). Generally, they cannot be assigned to anyone else. However, the Plan will honor a “qualified domestic relations order” (“QDRO”) relating to provisions for child support, alimony payments or marital property rights in the event of divorce. If the Plan receives such an order, you will be notified of how it will be handled with respect to your Account.

A copy of the QDRO procedures for this Plan, as well as a sample QDRO, may be obtained by logging on to your Account at [vanguard.com/retirementplans](http://vanguard.com/retirementplans) and going to the Documents tab or you can contact Vanguard directly to request a copy. Using the sample QDRO is not required, but it will help expedite the review process as it contains all the required information needed to qualify the domestic relations order as a QDRO.

A **QDRO** is a judgment or decree that:

- Provides for child support, alimony or marital property rights for your spouse, former spouse, child or other dependent,
- Is made under a state domestic relations law, including community property law,
- Creates or recognizes the right of an “alternate payee” (your spouse, former spouse, child or other dependent) to receive all or a portion of your Plan benefits,
- Does not change the amount or form of Plan benefits, and
- Is not in excess of your vested benefit, determined as of the date of the order.

### QDRO Procedures

A draft or final domestic relations order should be sent to The Vanguard Group, Attn: QDRO Determination Services, PO Box 982902, El Paso, TX 79998-2902. You and your alternate payee will promptly be notified upon receipt of a domestic relations order. You will be informed of the Plan’s procedures for determining its qualification. Fees associated with determining the qualified status of a domestic relations order will be shared between you and the alternate payee and charged to your Account and to the interest assigned to your alternate payee (unless the domestic relations order specifies that either you or your alternate payee are responsible for the entirety of the expenses). In the event that your entire Account is assigned to the alternate payee, 100% of the processing fee will be allocated to the alternate payee.

Upon receipt of a relations order, a hold will be placed on the Account preventing any distributions from the Account (such as loans and withdrawals) while the hold is in place. All interested parties will receive a notification of receipt of the notice of a pending domestic relations order and placement of the hold. Domestic relations orders are reviewed for qualification within a reasonable period of time. The majority of determinations will be made within 60 days of receipt of the certified domestic relations order. All documentation received for review and qualification is subject to same 60 day review times as previously stated. The hold on your Account will remain in place until the qualified domestic relations order is deemed qualified. If a period of 18 months has elapsed since receipt of the domestic relations order and it has not yet been qualified, then the hold will be released.

If the domestic relations order is determined to be qualified, your Account will be segregated as appropriate for you and your alternate payee. A final determination letter will serve as a final notice to the interested parties that holds will be removed from the Account upon establishment of the alternate payee’s account. In

the event that the amount payable to your alternate payee is \$5,000 or less, the amount will be distributed to your alternative payee in one lump sum as soon as practicable following the qualification of the order. Otherwise, your alternate payee will receive information about the Plan, including information on how the Plan operates and how to access their Account in the Plan. In accordance with the Plan's guidelines on distributions, your alternate payee can request a distribution at any time from Vanguard.

## Plan Amendment or Termination

You can expect the Plan to continue indefinitely. However, the Board of Directors of CVS Health Corporation or its delegate may amend or terminate the Plan should it deem it appropriate to do so, and the Committee may also amend the Plan in certain instances. If the Plan is terminated, Plan contributions will stop.

The money which has been contributed to the Plan must be used to provide the benefits described in this SPD and in the Plan document and to pay reasonable Plan expenses allowable pursuant to the Plan and Trust. Contributions to the Plan may not be returned to any Company except for contributions made as a result of a mistake of fact or conditioned upon the deductibility to the Company of the contribution or the initial qualification of the Plan under the Code.

## GENERAL PROVISIONS

### Insurance of Plan Benefits

Because your benefits under the Plan depend solely on the amount in your Account, the law provides that the Plan is not insured under Title IV of ERISA.

### Interpretation of Plan Provisions

The Plan Administrator shall have the sole and exclusive right, power and discretionary authority to determine eligibility for benefits and to construe and interpret all terms of the Plan. Accordingly, benefits under the Plan will be paid only if the Plan Administrator determines an applicant is entitled to them. The Plan Administrator may delegate its responsibilities and authority to persons of its choice. Any determination or construction made under the Plan by the Plan Administrator shall be final and binding.

## CLAIMS AND LEGAL ACTION

### Claims Procedure

Contact Vanguard to apply to receive your benefits under the Plan.

If you (or in the event of your death, your beneficiary) feel that you (or your beneficiary) are not receiving benefits due under the Plan, a written claim for benefits should be filed with the Plan Administrator. If the claim is denied, you (or your beneficiary) will receive a written notice of the Plan Administrator's or its delegate's determination within 90 days (or in some cases 180 days) setting forth:

- the specific reason(s) the claim was denied,
- specific references to the pertinent Plan provisions on which the denial is based,
- a description of any additional information or material which needs to be provided in order to have the claim approved and an explanation of why the material or information is necessary, and
- a description of the Plan's review procedures and information regarding your right to bring suit following an appeal of the adverse decision.

Within 60 days following the date on which notice is received that the claim has been denied, you (or your beneficiary) or your representative may:

- request a full and fair review of the denial by written application to the CVS Health ERISA Appeals Committee (“ERISA Appeals Committee”), which will conduct the review on behalf of the Plan Administrator,
- submit comments, documents, records, and other information relating to your claim, and
- request access to, and copies of, all documents, records, and other information relevant to your claim for benefits, which will be provided free of charge. A review of your benefit denial will take into account all comments, documents, records, and other information submitted by you regardless of whether the information was submitted for the initial benefit determination.

You (or your beneficiary) or your representative will receive written notice of the ERISA Appeals Committee’s final decision upon review within 60 days (or in some cases 120 days) of the date your application for review is received by the ERISA Appeals Committee. If the ERISA Appeals Committee’s decision on review denies the claim, you will receive a notice setting forth:

- the specific reason(s) for the denial,
- specific references to the Plan provisions on which the adverse determination is based,
- your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, and
- any voluntary appeal procedures offered by the Plan and information regarding your right to bring suit against the Plan.

## **Legal Action**

Before you can bring legal action against the Plan, you must exhaust the claims procedures set forth above, including appealing a benefit denial. You will have one (1) year to bring legal action against the Plan after the Plan Administrator’s or its delegate’s decision; after this period of time, you may not challenge the Plan Administrator’s or its delegate’s decision.

## PLAN INFORMATION

<b>Name of Plan</b>	CVS Health Future Fund 401(k) Plan
<b>Plan Sponsor</b>	CVS Health Corporation Attn: HR Retirement, MC 1110 One CVS Drive Woonsocket, RI 02895
<b>Plan Number</b>	The number assigned to the Plan is 017.
<b>Type of Plan</b>	Code Sections 401(k), 401(m) and 4975(e)(7) plan and ERISA Section 404(c) plan.
<b>Type of Administration</b>	The Plan is administered by the Plan Administrator. The Investment Subcommittee of the Benefit Plans Committee of CVS Health Corporation is entrusted with the Plan's investment options.
<b>Plan Administrator</b>	Administrative Subcommittee of the Benefit Plans Committee of CVS Health Corporation Attn: HR Retirement MC-1110 One CVS Drive Woonsocket, RI 02895  Full information on your benefits and rights under the Plan may be obtained from the Plan Administrator. Any elections or choices you may make under the Plan should be made in the manner prescribed by the Plan Administrator.
<b>Trustee</b>	The Plan's Trustee is Bank of New York
<b>ERISA Appeals Committee</b>	CVS Health ERISA Appeals Committee CVS Health Corporation One CVS Drive MC-1110 Woonsocket, RI 02895
<b>Agent for Service of Legal Process</b>	CT Corporation System 155 South Main Street, Suite 301 Providence, RI 02903  In addition to the above Agent, service of legal process may be made upon the Plan Trustee or the Plan Administrator at the addresses previously listed.
<b>Additional Information</b>	The Plan's recordkeeper and service provider is The Vanguard Group, Inc.  Address for regular mail deliveries:  Vanguard Attn: Defined Contribution Plan P.O. Box 982902 El Paso, TX 79998-2902

Address for overnight deliveries:

Vanguard  
Attn: Defined Contribution Plan  
5951 Lockett Court, Suite A2  
El Paso, TX 79932

For more information about Vanguard  
or the Plan, contact Vanguard:

**Online**

Log on to the Colleague Zone or go directly to Vanguard at [vanguard.com/retirementplans](http://vanguard.com/retirementplans). You will need the plan number, 092692 to register for the first time.

**By Phone**

Call the HR Service Center at **888-694-7287** or Vanguard directly at 800-523-1188 to speak with an associate, available Monday through Friday from 8:30 a.m. to 9 p.m., ET (excluding holidays).

## STATEMENT OF YOUR RIGHTS UNDER ERISA

As a Participant of Future Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

### Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 ) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you what are your total accrued benefits under the Plan and what portion of your accrued benefits are nonforfeitable or the earliest date on which benefits will become Nonforfeitable. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court subsequent to exhausting the Plan’s claims procedures. In addition, if you disagree with the Plan’s decision or lack thereof concerning a qualified domestic relations order, you may file suit in Federal court subsequent to exhausting the Plan’s claims procedures. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.