

MA 18P 18062600000000000156  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 07/01/18

**Expiration Date:** 06/30/23

**Master Agreement Description:** Condoms and Related Products MMCAP 18015

#### Buyer Information

|                 |              |      |                           |
|-----------------|--------------|------|---------------------------|
| Justin Franzose | 207-624-7337 | ext. | justin.franzose@maine.gov |
|-----------------|--------------|------|---------------------------|

#### Issuer Information

|               |              |      |                         |
|---------------|--------------|------|-------------------------|
| Sheila Krouse | 207-287-3747 | ext. | SHEILA.KROUSE@maine.gov |
|---------------|--------------|------|-------------------------|

#### Requestor Information

|               |              |      |                         |
|---------------|--------------|------|-------------------------|
| Sheila Krouse | 207-287-3747 | ext. | SHEILA.KROUSE@maine.gov |
|---------------|--------------|------|-------------------------|

#### Agreement Reporting Categories

**Reason For Modification:** Extension until 6/30/2023.

#### Authorized Departments

ALL

### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VC1000033339

#### Vendor Name

GLOBAL PROTECTION CORP

#### Alias/DBA

#### Vendor Address Information

12 CHANNEL ST STE 400

BOSTON, MA 02210

US

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

Jaime Schorr

7/7/2022

6D6437754DD0459

Signature

Date \_\_\_\_\_

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:

David Roddy

7/7/2022

0064B8F0F8DC431

Signature

Date \_\_\_\_\_

David Roddy

Account Supervisor

Print Representative Name and Title

## State of Minnesota

### Department of Administration

#### Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)

This contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **Global Protection Corp, 12 Channel St. Boston, MA 02210-2323**("Vendor").

Under Minnesota Statutes Section 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run facilities and contracts for pharmaceuticals and health care products and services for members' use. Participation in MMCAP is limited to government authorized facilities such as state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to provide **Condoms and Related Products**.

#### 1. Term of Contract

**1.1. Effective date:** July 1, 2018, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

**1.2. Expiration date:** June 30, 2020 or as cancelled pursuant to Section 35. This Contract may be extended up to three (3) additional one (1) year periods, upon mutual agreement of the parties.

**1.3. Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 20. Indemnification; 21. State Audits; 22. Government Data Practices and Intellectual Property; 23. Publicity and Endorsement; 24. Governing Law, Jurisdiction, and Venue; and 29. Data Disclosure

**2. Contracted Products.** The Vendor will supply the Products directly to MMCAP Members at the prices listed in Attachment A: Condoms and Related Products and Pricing, which is attached and incorporated into this Contract.

#### 3. Product Availability

**3.1.** It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the reasonably foreseeable needs of the MMCAP Members, based upon ordering history. MMCAP Members may be offered substitute Products at the same or lower price.

**3.2.** Vendor must provide written notice of all Product backorders to MMCAP within twenty four (24) hours of the knowledge of any backorder situation. Notices must include the reason(s) for and the expected duration of the backorder situation. Backorder notices must be sent to:

[MMCAP.HPSCContracts@state.mn.us](mailto:MMCAP.HPSCContracts@state.mn.us).

**3.3.** Vendor must notify MMCAP immediately of any issues that would likely affect Product availability. Notices must be sent to: [MMCAP.HPSCContracts@state.mn.us](mailto:MMCAP.HPSCContracts@state.mn.us)

**3.4.** If the Vendor assigns, discontinues, or deletes a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least sixty (60) days prior to the assignment, discontinuance, or deletion of Products as set forth in section 19. Assignment, Amendments, Waiver



and Contract Complete. If inventory is depleted prior to the end of the sixty (60) day period, Vendor agrees to pay Failure to Supply claims as set forth in Section 12.

**4. FDA Approved.** Vendor acknowledges that each Product has, if required by law, a United States Food and Drug Administration (FDA) 510(K) on file and accepts the liability with which such application confers. The Vendor guarantees to furnish no Product under this Contract that is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the FDA, or as required by each member state's applicable laws, rules, or regulations.

**5. Shipping and Delivery.** The State of Minnesota Shipping terms are FOB Destinations Freight Prepaid and Allowed. Expedited delivery such as overnight, rush, same day or second (2<sup>nd</sup>) day delivery shall be paid by the ordering customer. Freight charges apply to prevention and education materials that are not bulk condoms and lubricants, such as demonstrators, charts, and dispensers. Freight charges may apply for shipments to destinations outside of the continental U.S. The Vendor will make a best faith effort to minimize the cost to ship to non-continental U.S. destinations.

**6. Returned Goods/Credits.** The Vendor will supply a copy of its returned goods/credit policy to MMCAP upon request.

**7. Value-Added Programs.** MMCAP Members must be offered any programs normally offered to the Vendor's non-MMCAP customer base (e.g., continuing education courses, marketing information, etc.) at the same or lower cost as that offered to its non-MMCAP customer base.

**8. Own Use.** All Products acquired by MMCAP Members under this Contract are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

**9. Product Dating.** All Products supplied to MMCAP Members must have an expiration date of at least three (3) years from the date of manufacture and have a least a six (6) month shelf life from the date of acceptance of the Product by the MMCAP Member. The expiration date must be clearly marked on all Products provided. For Products that have an expiration dates less than six (6) months, MMCAP expects Vendor to provide such Products to MMCAP Members, as long as members are notified at the time of Products ordering, and agree to it. However, all Products supplied must still be useable on the date received by the MMCAP Member.

**10. Direct Marketing, Advertising, and Offers with MMCAP Members.** Any direct advertising, marketing, or direct offers referencing MMCAP Members must be approved by MMCAP. Materials should be sent to: MMCAP. [HPSCContracts@state.mn.us](mailto:HPSCContracts@state.mn.us). Violation of this Section may be cause for immediate cancellation of this Contract and/or MMCAP may reject any proposal submitted by the Vendor in any subsequent solicitations for Condom Products.

**11. Pricing.** All Products listed in Attachment A, will be considered to be fixed during the term of this Contract including any of the subsequent three (3) - one (1) year extension terms granted by MMCAP. Prices may only be changed through amendment to the Contract once per term of the Contract including any of the three (3)-one (1) year extension periods granted by MMCAP. In the event of any price change, Vendor will advise MMCAP in writing as set forth in Section 19.

**12. Failure to Supply Contracted Products.** If Vendor fails to maintain sufficient inventory to meet the reasonably foreseeable needs of MMCAP Members for any Products, based on ordering history, and if no acceptable substitute Products can be offered, the ordering MMCAP Participating Facility may purchase

same or equivalent Product from an MMCAP Contracted Vendor or if the Product is unavailable the MMCAP Member may purchase an alternate equivalent Product on the open market (non-contracted vendor) for the period in which the Vendor is unable to provide the Products. The Vendor will be liable for any excess cost over the MMCAP contracted price and the alternate price of the product supplied by the non-contracted vendor.

**12.1.** Vendor must notify MMCAP in writing within twenty four (24) hours of Vendor's knowledge of its inability to supply any Products. Notices must be sent to:

[MMCAP.HPSContracts@state.mn.us](mailto:MMCAP.HPSContracts@state.mn.us).

**12.2.** MMCAP Members will submit the following information to the Vendor for each Product that reimbursement is expected for:

- MMCAP Participating Facility name, address, city, state, zip
- MMCAP Participating Facility point of contact for reimbursement (including telephone number and e-mail address)
- MMCAP contract number
- Product description
- Alternate product name
- Alternate manufacturer
- Alternate purchase price
- Alternate quantity purchased
- Alternate date purchased
- Amount due
- Reason (e.g., brief description, such as Manufacturer Backorder)
- A copy of the invoice showing the purchase of the alternative product

**12.3.** Vendor must pay claims directly to the MMCAP Member within thirty (30) days of receipt of a claim.

**12.4.** If Vendor can prove that its inability to supply any Product was not due to its acts or omissions, then Vendor will not be liable for any such failure to supply claim.

**12.5.** Vendor will be responsible for payment of Failure to Supply claims during the term of the Contract unless the Vendor has provided MMCAP with at least sixty (60) calendar days' advanced written notice of the intent to remove the Product(s) from production and discontinue distribution in the U.S. market.

**13. MMCAP Member Purchase Orders.** MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form conflict with the terms of this Contract, the terms of this Contract supersede. Each MMCAP Member will be responsible for payment of Products provided by Vendor; and the MMCAP Group Purchasing Organization will have no liability for any unpaid invoice of any MMCAP Facility. Vendor agrees to invoice the MMCAP Member for all Products shipped or services provided. Vendor will accept Electronic Funds Transfer (EFT) for payment. At the time of new account set up, the MMCAP Member will initiate this process with its bank.

**13.1. Funds available and authorized/non-appropriation.** By submitting a Purchase Order the MMCAP Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

**13.2. Termination of Individual Purchase Orders.** MMCAP Members may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Member may establish in such notice, upon the occurrence of any of the following events:

- The MMCAP Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Products to be purchased under the Purchase Order;
- Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Products under the Purchase Order is prohibited or the MMCAP Member is prohibited from paying for such Products from the planned funding source; or
- Vendor commits any material breach of this Contract or a Purchase Order. Upon receipt of written notice of termination, Vendor will stop performance under the Purchase Order as directed by the MMCAP Member.
- Termination of a standing Purchase Order does not extinguish or prejudice the MMCAP Member's right to enforce such Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance under such Purchase Order that has not been cured, including any right of the MMCAP Member to indemnification by Vendor or enforcement of a warranty. If a standing Purchase Order is terminated, the MMCAP Member must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Member.

**13.3. Jurisdiction and Venue of Purchase Orders.** Upon completion of the Dispute Resolution process outlined in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor. The MMCAP Member's request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law. Upon completion of the Dispute Resolution process outlined in this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor's sole discretion.

**14. Invoices.** Each MMCAP Member will be responsible for payment of Products provided by Vendor and the MMCAP Group Purchasing Organization will have no liability for any unpaid invoice of any MMCAP Member. Vendor agrees to invoice the MMCAP Member for all Products shipped.

## **15. Customer Service**

**15.1. Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of forty eight (48) hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments;
- Timely response to all MMCAP inquiries;
- Performance of the business review.

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP's needs, the Vendor will assign another Primary Account Representative upon MMCAP's request.

**15.2. Business Reviews.** Vendor will perform at least one business review with MMCAP staff per contract year. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

**15.3. Dispute Resolution.** Vendor and MMCAP (the "Parties") will handle dispute resolution for unresolved Contract issues arising from this Contract using the following procedure:

**15.3.1. Notification.** The Parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. And if necessary,

MMCAP and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both Parties.

**15.3.2. Escalation.** If Parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The Vendor will have 30 calendar days to cure the issue.

**15.3.3. Performance while Dispute is pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP and/or MMCAP Members as a result of such failure to proceed will be borne by the Vendor.

## 16. MMCAP Members

**16.1. Membership Listing.** Vendor must allow new MMCAP Members joining MMCAP to be added to the MMCAP Membership List (password protected and published at [www.mmcap.org](http://www.mmcap.org)) and to access Contract prices throughout the term of this Contract. As new MMCAP Members are added to MMCAP, Vendor will be given 7 days from the date of notification to implement Contract pricing. MMCAP will provide Vendor with monthly email notices announcing that a new MMCAP Membership List has been posted online.

**16.2. Add/Delete.** MMCAP reserves the right to add and delete MMCAP Members during the term of this Contract.

**16.3. Class of Trade Restrictions.** If Vendor maintains class of trade restrictions, eligibility criteria must be listed in this Section 16. If Vendor maintains class of trade restrictions which are not present or expressly defined in this Contract, MMCAP reserves the right to cancel this Contract and to reject any proposal submitted by Vendor in any subsequent solicitations.

**16.4. Eligibility Lists.** If Vendor maintains class of trade restrictions, monthly electronic eligibility lists must be sent to MMCAP at the following email address: [MMCAP.HPSContracts@state.mn.us](mailto:MMCAP.HPSContracts@state.mn.us)

**16.5. Certification.** Certification, eligibility, or GPO declaration forms maintained by Vendor must be attached and incorporated into this Contract, if applicable.

**16.6. Removing Members from Contract Pricing.** Vendor must notify MMCAP at least thirty (30) days prior to removing any MMCAP Members from Contract pricing. Notices must be sent to: [MMCAP.HPSContracts@state.mn.us](mailto:MMCAP.HPSContracts@state.mn.us). If MMCAP does not receive notification that an MMCAP Member has been removed from Contract pricing, Vendor will honor pricing until thirty (30) days after such notice is provided to MMCAP.

**16.7 Member-required Participation Agreement.** In order to access this Contract some MMCAP Members require jurisdiction-specific additional paperwork or contract language. Vendor must not sign any MMCAP Member documents without prior MMCAP review and approval. If needed, MMCAP will issue a Member-requested Participation Agreement (MPA) that will be amended into to this Contract. No other mechanism of modifying or "attaching to" MMCAP contracts is authorized. The MPA, which will only apply to the requesting MMCAP Member and must be signed in the following order: MMCAP Member, Vendor, then MMCAP. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA Vendor may be precluded from doing business with that MMCAP Member. In the event a MMCAP Member requires a fee be added to the Contract price (e.g., member levied procurement fee or system use fee), that fee must be added on top of the MMCAP-contracted pricing. Vendor may not absorb the fee. Vendor must not pay a MMCAP Member levied fee without first collecting the fee through increased product costs. The fees will be set aside and paid to the MMCAP Member as would be detailed in an MPA.

**17. Administrative Fee.** In consideration for the reports and services provided by MMCAP, Vendor will pay an administrative fee on all Contract purchases (minus any credits) of Products made directly with Vendor by the MMCAP Member. Vendor will submit a check payable to “State of Minnesota, MMCAP Program” for an amount equal to **three (3) percent** of MMCAP Members’ purchases for all Products. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than thirty (30) calendar days after the end of the month. Payments must be sent to:

Financial Management and Reporting  
MMCAP, 50 Sherburne Avenue, Suite 309  
St. Paul, MN 55155.

Vendor must submit a monthly Administrative Fee Data Report as set forth in Section 39. Reporting Requirements. All Administrative Fee Data Reports must be sent to: [Mn.MMCAP@state.mn.us](mailto:Mn.MMCAP@state.mn.us) at the end of each month, but no later than thirty (30) days after the end of the month. Failure to comply with this provision may constitute breach of this Contract. MMCAP reserves the right to collect interest on payments thirty (30) days past due at a rate consistent with Minn. Stat. § 16D.13.

In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

**18. Authorized Representative.** MMCAP's Authorized Representative is MMCAP’s Managing Director or his/her successor,  
Minnesota Multistate Contracting Alliance for Pharmacy  
50 Sherburne Avenue  
Suite 112  
St. Paul, MN 55155

The Vendor’s Authorized Representative is **Arthur Kaynor, Director - Global Protection Corp.** If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must immediately notify MMCAP in writing via e-mail addressed to Elizabeth Suszynski, MMCAP’s Healthcare Products and Services Coordinator, at: [elizabeth.suszynski@state.mn.us](mailto:elizabeth.suszynski@state.mn.us) or their designee, who will assume that responsibility for Vendor.

**19. Assignment, Amendments, Waiver, and Contract Complete.**

**19.1. Assignment.** Neither Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior written consent of the parties and a fully executed Assignment Agreement. If Vendor assigns a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least thirty (30) days prior to the assignment.

**19.2. Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed by both parties. All Contract changes to Attachment A are limited to one amendment per the term of the Contract, including any one year extension to the Contract, unless otherwise agreed to in writing by MMCAP. All amendments must be drafted and processed by MMCAP. Vendor should request changes to the Contract in writing to the MMCAP Contract Manager at least sixty (60) days prior to the Effective Date of the proposed amendment and include at least the information listed below.

- MMCAP Contract Number
- Action (e.g., addition, deletion, price change)
- Product Description

- Packaging (unit of measure)
- Contract Price
- Amendment Effective Date

**19.3. Waiver.** If MMCAP fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

**19.4. Contract Complete.** This Contract contains all negotiations and agreements between MMCAP and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**20. Indemnification.** Vendor must indemnify, save, and hold MMCAP, MMCAP Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in Products under this Contract, when the Product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP cannot indemnify the Vendor.

**21. State Audits.** Minnesota Statutes Section 16C.05, subdivision 5, requires that, "books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years" from the end of this Contract. The State of Minnesota reserves the right to authorize delegate(s) to audit this Contract and transactions.

**22. Government Data Practices and Intellectual Property.**

**22.1. Government Data Practices.** Vendor and MMCAP must comply with the Minnesota Data Practices Act, Minn. Stat. ch.13 as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Vendor under this Contract. The civil remedies of Minn. Stat. Section 13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Ch. 13, by either the Vendor or MMCAP.

If Vendor receives a request to release the data referred to in this article, Vendor must immediately notify MMCAP, and consult with MMCAP as to how the Vendor should respond to the request. The Vendor's response to the request will comply with applicable law.

Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event Vendor subcontracts any or all of the work to be performed under the Contract, Vendor shall retain responsibility under the terms of this paragraph for such work.

**22.2. Intellectual Property.** Vendor warrants that any materials or products provided or produced by Vendor or utilized in the performance of this Contract will not infringe or violate any valid U.S. patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify Vendor.



If such a claim of infringement has occurred, or in Vendor's opinion is likely to occur, the Vendor must either procure for MMCAP the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to MMCAP is not reasonably available, MMCAP will return the materials or products to the Vendor, upon written request of the Vendor, and at Vendor's expense.

**23. Publicity and Endorsement.**

**23.1. Publicity.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**23.2. Endorsement.** The Vendor must not claim that MMCAP endorses its Products.

**24. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

**25. Antitrust.** Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to Products provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

**26. Force Majeure.** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

**27. Severability.** If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and Vendor will be relieved of all obligations arising under such provisions; if the remainder of this Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

**28. Default and Remedies.** Either of the following constitutes cause to declare the Contract or any order under this Contract in default:

- Nonperformance of contractual requirements, or
- A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity; or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**29. Data Disclosure.** In the event MMCAP obtains Vendor's Federal Tax Identification Number, Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota, and other MMCAP Members

obligations. These identification numbers may be used in the enforcement of federal, State of Minnesota laws that could result in action requiring Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

### **30. Insurance Requirements.**

**30.1.** Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract.

**30.2.** Vendor is required to maintain and furnish satisfactory evidence of the following insurance (or of their program of self-insurance):

#### **Commercial General Liability Insurance**

Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Contract.

Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- MMCAP named as an Additional Insured

#### **Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent).**

Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service.

Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence
- \$1,000,000 – annual aggregate

**Workers' Compensation Insurance.** Vendor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Vendor shall not commence work under the Contract until they have obtained all the insurance specified in the solicitation document. Vendor shall maintain such insurance in force and effect throughout the term of the Contract

Insurance minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident



**Commercial Automobile Liability Insurance.**

Auto Liability insurance is not necessary unless the Vendor, Vendor's employees, or subcontractors will be driving on state property or on the property of MMCAP Members or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of MMCAP.

Vendor will maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Vendor will require the subcontractor to maintain Commercial Automobile Liability insurance.

Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

**31. Additional Insurance Conditions:**

- Vendor's policy(ices) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within five business days with a copy of the cancellation notice, unless Vendor's policy(ices) contain a provision that coverage afforded under the policy(ices) will not be cancelled without at least thirty (30) days' advance written notice to MMCAP;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ices) will include legal defense fees in addition to its liability policy limits;
- Vendor will obtain insurance policy(ices) from insurance company(ices) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.

**31.1.** MMCAP reserves the right to immediately terminate the Contract if Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's authorized representative upon written request.

**32. Laws and Regulations.** Any and all Products offered and furnished shall comply fully with all state and federal laws and regulations, including Minnesota Statutes Section 181.59 and Minnesota Statutes Chapter 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

**33. Certifications.**

**33.1 cGMP.** If applicable to the Products offered in this Contract, Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R§ 201-211) and the current United States Food, Drug and Cosmetic Act.

**33.2. Debarment and Suspension Certification.** Vendor certifies that neither it nor its principals is presently debarred or suspended by the State of Minnesota, the United States, or any MMCAP Member Facility, and has not been convicted of a criminal offense related to the subject of this Contract. Vendor further warrants that it will provide immediate written notice to the MMCAP Authorized Representative if this certification changes at any time.

**34. Human Rights/Affirmative Action Requirements.**

For contracts in excess of \$100,000 and if Vendor has more than forty (40) full-time employees in Minnesota or its principal place of business. The State of Minnesota intends to carry out its responsibility for requiring affirmative action by its vendors.

**34.1. Covered contracts and Vendors.** If the Contract exceeds \$100,000 and Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then Vendor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, it must certify that it is in compliance with federal affirmative action requirements.

**34.2. Minnesota Statutes Section 363A.36.** Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

**34.3. Minnesota Rules 5000.3400-5000.3600**

- **General. Minnesota Rules 5000.3400-5000.3600 implements Minnesota Statutes Section 363A.36**  
These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Vendor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.
- **Disabled Workers.** Vendor must comply with the following affirmative action requirements for disabled workers.
  - Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- In the event of Vendor's noncompliance with the requirements of this article, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- **Consequences.** The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State of Minnesota.
- **Certification.** Vendor hereby certifies that it is in compliance with the requirements of Minnesota Statute Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**35. Cancellation.** MMCAP or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' Vendor written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed or Products supplied through the Contract cancellation date.

**36. E-Verify Certification (In accordance with Minn. Stat. §16C.075).**

If the response to this solicitation could be in excess of \$50,000, the resulting Contract with the State of Minnesota will require the vendor's compliance with the federal E-Verify program.

Vendor certifies that it and all its subsidiaries and subcontractors have implemented the federal E-Verify program for all newly hired employees in the United States who will perform work under this Contract. All subsidiary and subcontractor certifications must be kept on file with Vendor and made available to MMCAP upon request.

**37. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**38. Shareback Credits.** In the event MMCAP determines that the Contract is able to provide shareback credits for eligible MMCAP Members, MMCAP will issue Vendor a ninety (90) day written notice prior

to the shareback credit disbursement date. The provisions listed below will apply to the shareback credit process. At no additional cost to the MMCAP Office, Vendor will manage the MMCAP annual shareback credit according to the schedule below:

- The MMCAP Office will provide Vendor with (i) an accurate list of MMCAP Participating Facilities receiving a credit, (ii) the Vendor account number, facility name, facility address, facility city, facility state, and the credit amount for each facility, and (iii) a check for the total amount of all credits to be provided.
- Vendor must apply the credit to all listed MMCAP Participating Facilities within fifteen (15) business days of the receipt of the funds and an accurate listing of the MMCAP Participating Facilities entitled to receive a credit.
- Within thirty (30) business days of the receipt of the funds, Vendor must provide to the MMCAP Office an Excel Spreadsheet detailing the credit memo information. This Excel listing must include the following fields: distribution center, account number, facility name, facility address, facility city, facility state, DEA, HIN, date of credit memo, credit memo number, and credit memo amount.
- Within sixty (60) business days of the receipt of the funds, Vendor will refund to the MMCAP Office any remaining dollars for which it was unable to issue credit; this may be for any MMCAP Participating Facilities that were determined to no longer be valid members or that were not able to be located for any variety of reasons. Vendor will work with the MMCAP Office to identify all MMCAP Participating Facilities to the best of its ability in an effort to issue all necessary credits before refunding dollars back to the MMCAP Office.  
Upon initiating the refund to the MMCAP Office, Vendor will provide a copy of the original Shareback Credit spreadsheet detailing the credit information (received from the MMCAP Office), the reason for non-application of funds, and the dollar amount of the funds being returned to the MMCAP Office.

**39. Reporting Requirements.** All reports indicated in this section must be available in an electronic Microsoft Excel file format and contain the required information fields set forth below. Vendor will work with the MMCAP Office during the transition and implementation period of this Contract to ensure the Vendor submits the required reports whose format and content are mutually agreeable to both parties. If requested by an MMCAP Member, MMCAP Member State or the MMCAP Office, the requested report must be customized to report data specific to the requesting entity.

**39.1. Monthly Sales Data Usage Reports for the MMCAP Office.** Vendor will supply to the MMCAP Office accurate monthly sales data on or before the 10th day of the subsequent calendar month (e.g., June's data will be due on July 10th). The report must include Product dollar spend amount sorted in descending order and grouped by Product category. Also, the report MUST include the information set forth below for every transaction between the Vendor and the MMCAP Member:

- The Table 1 details the required fields for the sales data report.
- The Table 2 details the required record layout in fixed record format.

**Administrative Fee Data Report.** The Vendor must submit a monthly Administrative Fee Data Report with each Administrative Fee payment that includes sales made direct from Vendor to the MMCAP Member.

The monthly Administrative Fee Data Report must contain the fields included as set forth below those fields apply to this Contract. A detailed data file in Microsoft Excel format will be provided upon request. All required Administrative Fee Data Reports must be sent to: [MN.MMCAP@state.mn.us](mailto:MN.MMCAP@state.mn.us) on or before the 10th day of the second subsequent month (e.g., June's data will be due July 10th). Failure to comply with this provision may constitute breach of this Contract. In the event the Vendor is delinquent in any undisputed Administrative Fees, MMCAP reserves the right to terminate this Contract as set forth in section 35. Cancellation and to reject any proposal submitted by the Vendor in any subsequent solicitations for Condoms and Related Products

**Table 1: Required Data Field for Sales Data Report**

| <b>Excel Column</b> | <b>Required Data Field Full Name for Sales Data Report</b>  |
|---------------------|---|
| VA                  | MMCAP-assigned facility ID  |
| B                   | MMCAP Facility Name   |
| C                   | Vendor Distribution Center Code   |
| D                   | Vendor-assigned Account number for the MMCAP Facility <b>(this should be the ship-to account number).</b>         |
| E                   | Invoice Number  |
| F                   | Invoice Line Number   |
| G                   | Purchase Order Number   |
| H                   | Invoice date (mmddyyyy)   |
| I                   | Buyer name or equivalent of buyer ID for person submitting the invoices (if available)                            |
| J                   | Vendor's (distributor) SKU item number  |
| K                   | NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc. (Required for pharmaceutical products) |
| L                   | Label Name/Product Description  |
| M                   | Unit Dose (Required for pharmaceutical products)  |
| N                   | Pack Size   |
| O                   | Unit  |
| P                   | Case Size   |
| Q                   | Dose (Required for pharmaceutical products)   |
| R                   | Strength (Required for pharmaceutical products)   |
| S                   | Route (Required for pharmaceutical products)  |
| T                   | Unit Price (99999.9999)   |
| U                   | Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)                                      |
| V                   | Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)                                     |
| W                   | Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)                           |

|    |  |
|----|--|
| X  | Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=core item, 2=non-core, 3=not on contract |
| Y  | Bill to Address 1  |
| Z  | Bill to City   |
| AA | Bill to State (2 alpha postal code)  |
| AB | Bill to Zip (standard 5-4 format, no dash necessary)   |
| AC | Ship to Address 1  |
| AD | Ship to City   |
| AE | Ship to State (2 alpha postal code)  |
| AF | Ship to Zip (standard 5-4 format, no dash necessary)   |
| AG | Service Fee (9999.9999)  |
| AH | MMCAP Contract Number (MMSxxxxx)   |
| AI | Admin fee (9999.9999)  |
| AJ | Credit Indicator (C for credit)  |
| AK | MMCAP Assigned Wholesaler Code ( <b><i>Codes will be assigned to PPV's during implementation period of the contract</i></b> )                          |
| AL | Manufacture Name (MFG Name)  |
| AM | Class of Trade   |
| AN | 340b Purchase  |
| AO | Category   |
| AP | Manufacturer Part Number   |
| AQ | Catalog Price  |
| AR | UNSPSC Code (XXXXXXXXX)  |
| AS | UNSPSC Description   |

Table 2: Monthly Sales Data Usage Report-Fixed Length Fields

| Monthly Sales Data Usage Report - Fixed Length Fields  |                    |               |   |      |       |              |            |
|--|--------------------|---------------|---|------|-------|--------------|------------|
| Required Data Field Full Name  | Field Name         | Data Type     | Format (note decimals are to be included) | Size | Nulls | Begin Column | End Column |
| MMCAP-assigned facility ID   | MMCAP_id           | Alpha Numeric |   | 7    | 1     | 1            | 7          |
| MMCAP Facility Name  | MMCAP_Name         | Alpha Numeric |   | 30   | 1     | 8            | 37         |
| Vendor Distribution Center Code  | DistributionCenter | Alpha Numeric |   | 3    | 1     | 38           | 40         |
| Vendor-assigned Account number for the MMCAP Facility  | VendAccountNo      | Alpha Numeric |   | 10   | 1     | 41           | 50         |
| Invoice Number   | InvoiceNumber      | Alpha Numeric |   | 15   | 1     | 51           | 65         |
| Invoice Line Number  | InvoiceLineNo      | Alpha Numeric |   | 4    | 1     | 66           | 69         |
| Purchase Order Number  | poNumber           | Alpha Numeric |   | 15   | 1     | 70           | 84         |
| Invoice date (mmddccyy)  | InvoiceDate        | numeric       | mmddccyy                                  | 8    | 1     | 85           | 92         |
| Buyer name or equivalent of buyer ID for person submitting the invoices  | BuyerName          | Alpha Numeric |   | 20   | 1     | 93           | 112        |
| Vendor's (distributor) SKU item number   | SKU                | Alpha Numeric |   | 13   | 1     | 113          | 125        |
| NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.   | NDC                | Alpha Numeric | 9999999999                                | 11   | 1     | 126          | 136        |
| Label Name   | LabelName          | Alpha Numeric |   | 40   | 1     | 137          | 176        |
| Unit Dose  | UD                 | numeric       | 9   | 1    | 1     | 177          | 177        |
| Pack Size  | Pack_Size          | numeric       | 99999.999                                 | 9    | 1     | 178          | 186        |
| Unit   | Unit               | Alpha Numeric |   | 2    | 1     | 187          | 188        |
| Case Size  | Case_Size          | numeric       | 9999                                      | 4    | 1     | 189          | 192        |
| Dose   | D                  | Alpha Numeric |   | 10   | 1     | 193          | 202        |
| Strength   | STR                | Alpha Numeric |   | 10   | 1     | 203          | 212        |
| Route  | RT                 | Alpha Numeric |   | 10   | 1     | 213          | 222        |
| Unit Price (99999.9999)  | UnitPrice          | numeric       | 99999.9999                                | 10   | 1     | 223          | 232        |
| Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)   | QuantityOrdered    | numeric       | 999999.9999                               | 11   | 1     | 233          | 243        |
| Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)  | QuantityShipped    | numeric       | 999999.9999                               | 11   | 1     | 244          | 254        |
| Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)  | ExtendedPrice      | numeric       | 99999999.999                              | 13   | 1     | 255          | 267        |
| Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract   | SaleType           | Alpha Numeric |   | 1    | 1     | 268          | 268        |
| Bill to Address 1  | billtoaddress1     | Alpha Numeric |   | 30   | 1     | 269          | 298        |
| Bill to City   | billtocity         | Alpha Numeric |   | 20   | 1     | 299          | 318        |
| Bill to State (2 alpha postal code)  | billtostate        | Alpha Numeric |   | 2    | 1     | 319          | 320        |
| Bill to Zip (standard 5-4 format, no dash necessary)   | billtozip          | Alpha Numeric |   | 9    | 1     | 321          | 329        |
| Ship to Address 1  | shiptoaddress1     | Alpha Numeric |   | 30   | 1     | 330          | 359        |
| Ship to City   | shiptocity         | Alpha Numeric |   | 20   | 1     | 360          | 379        |
| Ship to State (2 alpha postal code)  | shiptostate        | Alpha Numeric |   | 2    | 1     | 380          | 381        |
| Ship to Zip (standard 5-4 format, no dash necessary)   | shiptozip          | Alpha Numeric |   | 9    | 1     | 382          | 390        |
| Service Fee (9999.9999)  | ServiceFee         | numeric       | 9999.9999                                 | 9    | 1     | 391          | 399        |
| MMCAP Contract Number (MMSxxxxx)   | contractnumber     | Alpha Numeric |   | 10   | 1     | 400          | 409        |
| Admin Fee (9999.9999)  | AdminFee           | numeric       | 9999.9999                                 | 9    | 1     | 410          | 418        |
| Credit Indicator (C for credit)  | CreditIndicator    | Alpha Numeric |   | 1    | 1     | 419          | 419        |
| MMCAP Assigned Wholesaler Code (AmeriSource-Bergen=0401, Cardinal Health=0301, Morris-Dickson=0701, Bergen=0201, <b>(New codes will be assigned to PPV's during implementation period of the contract)</b> ) | WholeCode          | Alpha Numeric |   | 4    | 0     | 420          | 423        |
| Manufacture Name (MFG Name)  | MfgName            | Alpha Numeric |   | 40   | 1     | 424          | 463        |
| Class of Trade   | ClassofTrade       | Alpha Numeric |   | 4    | 1     | 464          | 467        |
| 340b Purchase  | 340b               | Alpha Numeric |   | 1    | 1     | 468          | 468        |

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MMCAP Contract # MMS18015

Except as herein Amended, the provision of the original contract are expressly reaffirmed and remain in full force and effect.

**1. Global Protection Corp,**

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Arthur D. Kaynor  
Title: Public Health Team Leader  
Date: June 6, 2018

**2. STATE OF MINNESOTA FOR MMCAP**

In accordance with Minn. Stat. § 16C.03, subd. 3

By: Sarah Trunbow, PharmD, BCPS  
Title: Pharmacist Sr.  
Date: 6-15-18

**3. COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]  
Title: President  
Date: 06-06-2018

By: [Signature]  
Title: AMS Sr.  
Date: 6/21/18



| Condoms and Related Products and Pricing                 |                  |                         |  |  |                                   |                                |              |          |                                       |
|--|------------------|-------------------------|--|--|-----------------------------------|--------------------------------|--------------|----------|---------------------------------------|
| MMCAP Contract <b>MMS18015</b> (Global Protection Corp.) |                  |                         |  |  | Amendment A                       |                                |              |          |                                       |
|  |                  |                         |  |  | Pricing Effective Date 07-01-2018 |                                |              |          |                                       |
| Product Category   | Product Size     | Mfg Name                | Label Name   | Full Product Description/Specifications  | Mfg Part Nbr                      | Distributor SKU or Catalog Nbr | Selling Unit | Quantity | MMCAP Contract Price per Selling Unit |
| Condoms, Male  | Regular Size     | Global Protection Corp. | Atlas® Ultra-Lubed, Case of 1,000                      | Premium extra-lubricated latex condom  | 10000C                            | 10000C                         | Case         | 1000     | \$48.00                               |
| Condoms, Male  | Regular Size     | Global Protection Corp. | Atlas® Colors, Case of 1,000                           | Premium lubricated color latex condoms   | 10100C                            | 10100C                         | Case         | 1000     | \$54.00                               |
| Condoms, Male  | Regular Size     | Global Protection Corp. | Atlas® Ultra-Thin, Case of 1,000                       | Premium lubricated ultra-thin latex condoms  | 10200C                            | 10200C                         | Case         | 1000     | \$54.00                               |
| Condoms, Male  | Regular Size     | Global Protection Corp. | Atlas® Studded, Case of 1,000                          | Premium lubricated studded latex condom  | 10300C                            | 10300C                         | Case         | 1000     | \$54.00                               |
| Condoms, Male  | Extra Large Size | Global Protection Corp. | Atlas® Extra Large, Case of 1,000                      | Premium lubricated extra large latex condom  | 10400C                            | 10400C                         | Case         | 1000     | \$54.00                               |
| Condoms, Male  | Snugger Fit      | Global Protection Corp. | Atlas® True Fit, Case of 1,000                         | Premium lubricated snugger fit latex condom  | 10500C                            | 10500C                         | Case         | 1000     | \$54.00                               |
| Condoms, Male  | Regular Size     | Global Protection Corp. | Atlas® Non-Lubricated, Case of 1,000                   | Premium non-lubricated latex condom  | 10600C                            | 10600C                         | Case         | 1000     | \$54.00                               |
| Condoms, Male  | Regular Size     | Global Protection Corp. | Atlas® Black, Case of 1,000                            | Premium lubricated black latex condoms   | 10700C                            | 10700C                         | Case         | 1000     | \$54.00                               |
| Condoms, Male  | Regular Size     | Global Protection Corp. | ONE® Classic Select, Contest Collection, Case of 1,000 | Straight walled classic fit lubricated latex condoms with ONE® signature round package and contest artwork | 11000C                            | 11000C                         | Case         | 1000     | \$72.00                               |
| Condoms, Male  | Regular Size     | Global Protection Corp. | ONE® Classic Select, Urban Collection, Case of 1,000   | Straight walled classic fit lubricated latex condoms with ONE® signature round package and urban artwork   | 11000CW                           | 11000CW                        | Case         | 1000     | \$75.00                               |

|                  |                 |                               |  |   |              |          |      |      |         |
|------------------|-----------------|-------------------------------|--|---|--------------|----------|------|------|---------|
| Condoms,<br>Male | Regular<br>Size | Global<br>Protection<br>Corp. | ONE® Classic Select, MSM<br>Collection, Case of 1,000    | Straight walled classic fit lubricated<br>latex condoms with ONE® signature<br>round package and MSM-themed<br>artwork  | 11000CY      | 11000CY  | Case | 1000 | \$75.00 |
| Condoms,<br>Male | Regular<br>Size | Global<br>Protection<br>Corp. | ONE® Classic Select, Artist<br>Collection, Case of 1,000 | Straight walled classic fit lubricated<br>latex condoms with ONE® signature<br>round package and designer artwork   | 11000CZ      | 11000CZ  | Case | 1000 | \$75.00 |
| Condoms,<br>Male | Specialty       | Global<br>Protection<br>Corp. | ONE® Popular Mix<br>Sampler, Case of 500                 | Help your clients find the ONE® style<br>they love with this variety pack of<br>popular premium ONE® condom styles<br>such as Contest Collection, Legend XL,<br>FlavorsWaves, and Glowing Pleasures<br>with signature round package.  | 11010C-<br>A | 11010C-A | Case | 500  | \$47.00 |
| Condoms,<br>Male | Specialty       | Global<br>Protection<br>Corp. | ONE® Sensitive Mix<br>Sampler, Case of 500               | Help your clients find the ONE® style<br>they love with this variety pack of<br>popular premium ONE® condom styles<br>such as VANISH Hyperthin, Pleasure<br>Dome, Super Sensitive, and Pleasure<br>Plus with signature round package. | 11010C-<br>B | 11010C-B | Case | 500  | \$47.00 |
| Condoms,<br>Male | Specialty       | Global<br>Protection<br>Corp. | ONE® Fun Mix Sampler,<br>Case of 500                     | Help your clients find the ONE® style<br>they love with this variety pack of<br>popular premium ONE® condom styles<br>such as FlavorWaves, Super Sensitive,<br>Glowing Pleasures, and Tattoo Touch<br>with signature round package.   | 11010C-<br>C | 11010C-C | Case | 500  | \$47.00 |
| Condoms,<br>Male | Flavored        | Global<br>Protection<br>Corp. | ONE® FlavorWaves, Case<br>of 1,000                       | Premium lubricated latex<br>ONE® condoms with assorted flavors<br>and signature round package   | 110200C      | 110200C  | Case | 1000 | \$78.00 |
| Condoms,<br>Male | Regular<br>Size | Global<br>Protection<br>Corp. | ONE® Color Sensations,<br>Case of 1,000                  | Premium lubricated latex<br>ONE® condoms with assorted colors<br>and signature round package  | 11100C       | 11100C   | Case | 1000 | \$75.00 |

|               |                  |                         |   |   |         |         |      |      |         |
|---------------|------------------|-------------------------|---|---|---------|---------|------|------|---------|
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® VANISH Hyperthin, Case of 1,000                  | Premium lubricated latex ONE® condoms, 35% thinner than the standard condom, made with Sensatex Advanced Ultra-Smooth Latex, with signature round package     | 111300C | 111300C | Case | 1000 | \$83.00 |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Super Studs, Case of 1,000                       | Premium lubricated latex ONE® condoms with extra large studs, contoured shape, and signature round package  | 111700C | 111700C | Case | 1000 | \$75.00 |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Tattoo Touch, Case of 1,000                      | Unique ONE® tattoo-inspired rib designs with signature round package  | 112000C | 112000C | Case | 1000 | \$83.00 |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Pleasure Dome, Contest Collection, Case of 1,000 | Premium lubricated latex ONE® condoms with signature round package and more room at the tip to create a larger zone of comfort and pleasure for both partners | 11200C  | 11200C  | Case | 1000 | \$75.00 |
| Condoms, Male | Extra Large Size | Global Protection Corp. | ONE® Legend XL, Case of 1,000                         | Premium lubricated extra large latex ONE® condoms with contoured shape and signature round package  | 11400C  | 11400C  | Case | 1000 | \$75.00 |
| Condoms, Male | Specialty        | Global Protection Corp. | ONE® Glowing Pleasures, Case of 500                   | Premium lubricated latex ONE® glow-in-the-dark condoms with signature round package   | 11500C  | 11500C  | Case | 500  | \$85.00 |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Super Sensitive, Case of 1,000                   | Premium latex ONE® condoms with signature round package, exceptionally sheer latex, and 50% more lubricant than the average condom                            | 11600C  | 11600C  | Case | 1000 | \$75.00 |
| Condoms, Male | Specialty        | Global Protection Corp. | Night Light® Glow-in-the-Dark Condom, Case 500        | The original glow-in-the-dark condom  | 12000C  | 12000C  | Case | 500  | \$82.00 |
| Condoms, Male | Large Size       | Global Protection Corp. | ONE® Pleasure Plus®, Case of 500                      | Premium lubricated latex condoms with internal ribs, scientifically developed to increase stimulation for both partners                                       | 14000C1 | 14000C1 | Case | 500  | \$69.00 |

|               |                       |                         |   |   |         |         |      |      |         |
|---------------|-----------------------|-------------------------|---|---|---------|---------|------|------|---------|
| Condoms, Male | Alternative packaging | Global Protection Corp. | Global Premium Condom Sampler Bowl 144                    | Assorted variety condom sampler bowl featuring a mix of popular condoms                   | BBU     | BBU     | Bowl | 144  | \$14.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Fantasy® Lubricated, Case of 1,000                        | Sensitive lubricated latex condoms with reservoir tip                                     | L6808C  | L6808C  | Case | 1000 | \$48.00 |
| Condoms, Male | Flavored              | Global Protection Corp. | Fantasy® Assorted Flavors, Case of 1,000                  | Sensitive lubricated latex condoms with assorted flavors                                  | L6818C  | L6818C  | Case | 1000 | \$52.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Fantasy® Assorted Colors, Case of 1,000                   | Sensitive lubricated latex condoms with assorted colors                                   | L6828C  | L6828C  | Case | 1000 | \$52.00 |
| Condoms, Male | Flavored              | Global Protection Corp. | Trustex® Assorted Flavors, Case of 1,000                  | Premium lubricated latex condoms with assorted flavors                                    | L8050C  | L8050C  | Case | 1000 | \$75.00 |
| Condoms, Male | Flavored              | Global Protection Corp. | Trustex® Assorted Flavors Non-Lubricated, Case of 1,000   | Premium non-lubricated latex condoms with assorted flavors                                | L8750C  | L8750C  | Case | 1000 | \$61.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Trustex® Natural Condom/Lube Combo, Case of 1,000         | Each combo includes a Trustex® Natural condom with a water-based lubricant in one package | L8823LC | L8823LC | Case | 1000 | \$89.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Trustex® Natural Lubricated, Case of 1,000                | Premium lubricated latex condoms with standard shape and reservoir tip                    | L8826NC | L8826NC | Case | 1000 | \$55.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Trustex® Assorted Colors Condom/Lube Combo, Case of 1,000 | Each combo includes a Trustex® Color condom with a water-based lubricant in one package   | L8828LC | L8828LC | Case | 1000 | \$89.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Trustex® Assorted Colors Non-Lubricated, Case of 1,000    | Premium non-lubricated latex condoms with assorted colors                                 | L8829AC | L8829AC | Case | 1000 | \$55.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Trustex® Assorted Colors, Case of 1,000                   | Premium lubricated latex condoms with assorted colors                                     | L8833AC | L8833AC | Case | 1000 | \$58.00 |
| Condoms, Male | Regular Size          | Global Protection Corp. | Trustex® Ribbed & Studded, Case of 1,000                  | Premium lubricated latex condoms with ribs and studs, tinted blue                         | L8835C  | L8835C  | Case | 1000 | \$60.00 |

|               |                  |                         |  |  |         |         |      |      |         |
|---------------|------------------|-------------------------|--|--|---------|---------|------|------|---------|
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Extra Strength, Case of 1,000                 | Premium lubricated extra strength latex condoms for added protection                 | L8901C  | L8901C  | Case | 1000 | \$58.00 |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Extra Strength, Assorted Colors Case of 1,000 | Premium lubricated extra strength assorted colors latex condoms for added protection | L8903C  | L8903C  | Case | 1000 | \$60.00 |
| Condoms, Male | Extra Large Size | Global Protection Corp. | Trustex® Extra Large, Case of 1,000                    | Premium lubricated extra large latex condoms   | L8905C  | L8905C  | Case | 1000 | \$61.00 |
| Condoms, Male | Extra Large Size | Global Protection Corp. | Trustex® Extra Large Assorted Colors, Case of 1,000    | Premium lubricated extra large latex condoms with assorted colors                    | L8907C  | L8907C  | Case | 1000 | \$56.00 |
| Condoms, Male | Snugger Fit      | Global Protection Corp. | NüVo® Snugger Fit, Case of 1000                        | Snugger fit latex condoms  | NV1001C | NV1001C | Case | 1000 | \$40.25 |
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Extra Strong, Case of 1000                       | Extra strong lubricated latex condoms  | NV201C  | NV201C  | Case | 1000 | \$41.50 |
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Ultrathin, Case of 1000                          | Ultra-thin lubricated latex condoms  | NV301C  | NV301C  | Case | 1000 | \$47.80 |
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Assorted Colors, Case of 1000                    | Lubricated latex condoms with assorted colors  | NV4001C | NV4001C | Case | 1000 | \$44.50 |
| Condoms, Male | Extra Large Size | Global Protection Corp. | NüVo® Extra Large, Case of 1000                        | Extra large lubricated latex condoms   | NV401C  | NV401C  | Case | 1000 | \$44.75 |
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Ribbed & Studded, Case of 1000                   | Ribbed and studded latex condoms   | NV5001C | NV5001C | Case | 1000 | \$48.00 |
| Condoms, Male | Flavored         | Global Protection Corp. | NüVo® Assorted Flavors, Case of 1000                   | Lubricated latex condoms with assorted flavors                                       | NV501C  | NV501C  | Case | 1000 | \$45.70 |
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Ultrasensitive, Case of 1000                     | Ultra-sensitive latex condoms with extra lubricant                                   | NV601C  | NV601C  | Case | 1000 | \$40.42 |
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Studded, Case of 1000                            | Studded lubricated latex condoms   | NV701C  | NV701C  | Case | 1000 | \$43.75 |

|               |                  |                         |   |  |         |         |      |      |          |
|---------------|------------------|-------------------------|---|--|---------|---------|------|------|----------|
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Ribbed, Case of 1000                | Ribbed lubricated latex condoms  | NV801C  | NV801C  | Case | 1000 | \$44.50  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NüVo® Extra Lubricated, Case of 1000      | Extra-lubricated latex condoms   | NV901C  | NV901C  | Case | 1000 | \$37.80  |
| Condoms, Male | Large Size       | Global Protection Corp. | Trojan® ENZ, Case of 1,000                | Premium extra-lubricated latex condom  | TEBULK  | TEBULK  | Case | 1000 | \$250.00 |
| Condoms, Male | Extra Large Size | Global Protection Corp. | Trojan® Magnum, Case of 1,000             | Premium lubricated extra large latex condom  | TMBULK  | TMBULK  | Case | 1000 | \$357.00 |
| Educational   | Kits             | Global Protection Corp. | Atlas® Safer Sex Kit, Box of 150          | Each kit contains an assortment of Atlas® condoms, two lubricant packets, 1 and an educational pamphlet                            | 10SAM0  | 10SAM01 | Box  | 1    | \$190.00 |
| Educational   | Kits             | Global Protection Corp. | ONE® Safer Sex Kit, Box of 150            | Each kit contains an assortment of ONE® condoms with signature round packaging, two lubricant packets, and an educational pamphlet | 11SAM0  | 11SAM01 | Box  | 1    | \$225.00 |
| Educational   | Demonstrators    | Global Protection Corp. | Red Gel Condom Demonstrator               | Red Gel Condom Demonstrator  | L5181   | L5181   | Each | 1    | \$8.50   |
| Educational   | Demonstrators    | Global Protection Corp. | Blue Gel Condom Demonstrator              | Blue Gel Condom Demonstrator   | L5182   | L5182   | Each | 1    | \$8.50   |
| Educational   | Demonstrators    | Global Protection Corp. | Purple Gel Condom Demonstrator            | Purple Gel Condom Demonstrator   | L5183   | L5183   | Each | 1    | \$8.50   |
| Educational   | Demonstrators    | Global Protection Corp. | Pink Gel Condom Demonstrator              | Pink Gel Condom Demonstrator   | L5184   | L5184   | Each | 1    | \$8.50   |
| Educational   | Charts           | Global Protection Corp. | Laminated Male Reproductive Anatomy Chart | Laminated Male Reproductive Anatomy Chart  | VR1528L | VR1528L | Each | 1    | \$16.00  |
| Educational   | Charts           | Global Protection Corp. | Laminated Female Genital Organs Chart     | Laminated Female Genital Organs Chart  | VR1532L | VR1532L | Each | 1    | \$16.00  |

|             |             |                         |   |  |               |              |      |      |         |
|-------------|-------------|-------------------------|---|--|---------------|--------------|------|------|---------|
| Educational | Charts      | Global Protection Corp. | Laminated Birth Control Chart                           | Laminated Birth Control Chart  | VR1591L       | VR1591L      | Each | 1    | \$16.00 |
| Educational | Charts      | Global Protection Corp. | Laminated HIV and AIDS Chart                            | Laminated HIV and AIDS Chart   | VR1725L       | VR1725L      | Each | 1    | \$16.00 |
| Incentives  | N/A         | Global Protection Corp. | ONE® Pride Pack, Case of 12                             | This special edition ONE® Pride Pack is a great raffle item for your organization's next pride event. Includes throw beads, condoms, lubricants, and a double vibrating ring   | 11PRIDE KIT-C | 11PRIDEKIT-C | Case | 1    | \$60.00 |
| Lubricants  | Water-based | Global Protection Corp. | ONE® Oasis®, Water-based Lubricant, 3ml, Case of 500    | Premium water-based lubricant in 3ml packets, silky and gentle formulation, paraben and oil free, hydrating; compatible with latex, polyisoprene, and polyurethane condoms   | 11L100C       | 11L100C      | Case | 500  | \$40.00 |
| Lubricants  | Water-based | Global Protection Corp. | ONE® Oasis®, Water-based Lubricant, 4.5g, Case of 1,000 | Premium water-based lubricant in 4.5g packets, silky and gentle formulation, paraben and oil free, hydrating; compatible with latex, polyisoprene, and polyurethane condoms  | 11L102C       | 11L102C      | Case | 1000 | \$90.00 |
| Lubricants  | Silicone    | Global Protection Corp. | ONE® Move®, Silicone Lubricant, 3ml, Case of 500        | Premium, long-lasting, oil-free, silicone lubricant in 3ml packets; compatible with latex, polyisoprene, and polyurethane condoms  | 11L200C       | 11L200C      | Case | 500  | \$60.00 |
| Lubricants  | Hybrid      | Global Protection Corp. | ONE® Oasis Silk®, Hybrid Lubricant, 3ml, Case of 1,000  | Premium hybrid lubricants in 3ml packets, formulated with optimal amounts of both water and silicone to provide the advantages of both experiences; free of glycerin, parabens, and oil; pH-balanced and long-lasting; compatible with latex, polyisoprene, and polyurethane condoms | 11L400C       | 11L400C      | Case | 1000 | \$95.00 |

|            |             |                         |   |  |           |      |      |          |
|------------|-------------|-------------------------|---|--|-----------|------|------|----------|
| Lubricants | Organic     | Global Protection Corp. | Good Clean Love®, Almost Naked Organic Personal Lubricant, 5ml, Case of 500 | Organic personal lubricant packets   | GCL200103 | Case | 1000 | \$100.00 |
| Lubricants | Water-based | Global Protection Corp. | Trustex® Assorted Flavors, Water-based Lubricant, 6ml, Case of 1,000        | Assorted flavored water-based lubricants   | L5500C    | Case | 1000 | \$80.00  |
| Oral Dams  | N/A         | Global Protection Corp. | Satin Assorted Flavored Latex Dams (6"x10"), Box of 100                     | Oral dams with assorted flavors and colorful, compact packaging  | LGDMXU    | Box  | 100  | \$44.00  |
| Oral Dams  | N/A         | Global Protection Corp. | Satin Unflavored Latex Dams (6"x10"), Box of 100                            | Unflavored oral dams with colorful, compact packaging  | LGDUU     | Box  | 100  | \$44.00  |
| Supplies   | Bags        | Global Protection Corp. | Ziplock 3x5 Clear Bags, Pack of 100   | Ziplock clear resealable bags 3x5  | 020305U   | Pack | 100  | \$2.25   |
| Supplies   | Bags        | Global Protection Corp. | Ziplock 4x7 Clear Bags, Pack of 100   | Ziplock clear resealable bags 4x7  | 020407U   | Pack | 100  | \$2.75   |
| Supplies   | Dispensers  | Global Protection Corp. | Small 14" Condom & Lubricant Dispenser                                      | Small 14" Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 600 condoms or lubricants; hardware and instructions included                   | BD01      | Each | 1    | \$95.00  |
| Supplies   | Dispensers  | Global Protection Corp. | Large 20" Condom & Lubricant Dispenser                                      | Large 20" Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 1,000 condoms or lubricants; hardware and instructions included                 | BD02      | Each | 1    | \$135.00 |
| Supplies   | Dispensers  | Global Protection Corp. | Large 20" Dual Condom & Lubricant Dispenser                                 | Large 20" Dual Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 500 condoms or lubricants on each side; hardware and instructions included | BD03      | Each | 1    | \$150.00 |
| Supplies   | N/A         | Global Protection Corp. | Latex Finger Cots, Pack of 144  | All-purpose finger protection, pre-rolled for easy application   | R301U     | Pack | 144  | \$3.15   |



GLOBAL PROTECTION  
CORPORATION  
MMS18015

AMENDMENTS  
1-7

NOT POSTED  
FOR VIEWING

**AMENDMENT NO. 8 TO MMCAP CONTRACT NO. MMS18015**

THIS AMENDMENT NO.8 ("**Amendment**") is entered into as of February 1, 2019 or the date MMCAP obtains all required signatures within this document, whichever is later ("**Effective Date**") by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("**MMCAP**") and Global Protection Corp, a corporation with an address of 12 Channel Street, 4th Floor, Boston MA 02210 ("**Vendor**").

**RECITALS**

WHEREAS, MMCAP and Vendor entered into a Contract MMS18015 on July 1, 2018 ("**Original Contract**");

WHEREAS, besides the terms and conditions of the Original Contract amended in this Amendment, the Original Contract remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Original Contract and Amendment (collectively "**Agreement**") shall be read together as one document. Any capitalized terms used in Amendment which are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP.

**Amendments**

**Revision 1:** The items listed on Exhibit A, which is attached and incorporated to this Amendment, will be added to "Amendment A" of the Original Contract.

**Revision 2:** Product: Trustex® Extra Strength, Assorted Colors Case of 1,000 L8903C, will be deleted from "Attachment A" of the Original Contract.

**Clause Updates**

None

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

**VENDOR: Global Protection Corp.**

The Vendor certified that the appropriate person(s) have executed this Original Contract on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Arthur Kaynor  
 Signature: [Signature]  
 Title: Public Health Team Leader  
 Date: Feb. 1, 2019

**STATE OF MINNESOTA FOR MMCAP**

In accordance with Minn. State. 16C.03, Subd.3

Name: [Signature]  
 Signature: Jennifer VanderPlatts  
 Date: 2/1/2019

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. 16C, Subd. 2

Name: [Signature]  
 Signature: [Signature], PharmD, BCPS  
 Date: 2-4-19

## Exhibit A

| Mfg Name                | Label Name   | Mfg Part Nbr | Distributor SKU or Catalog Nbr | Selling Unit | Quantity per Selling Unit | MMCAP Contract Price per Selling Unit |
|-------------------------|--|--------------|--------------------------------|--------------|---------------------------|---------------------------------------|
| Global Protection Corp. | Trustex® Extra Strength, Assorted Colors Case of 1,000 | L8903C       | L8903C                         | Case         | 1000                      | \$60.00                               |
| Sxwell                  | LifeStyles® Ultra Sensitive                            | A5400C       | A5400C                         | Case         | 1000                      | \$93.00                               |
| Sxwell                  | LifeStyles® Ultra Lubricated                           | A5800C       | A5800C                         | Case         | 1000                      | \$93.00                               |
| Sxwell                  | LifeStyles® Non-Latex                                  | A7800C       | A7800C                         | Case         | 1000                      | \$360.00                              |
| Sxwell                  | LifeStyles® Non-Latex                                  | A7800U       | A7800U                         | Bag          | 250                       | \$93.00                               |
| Sxwell                  | LifeStyles® Ultra-Thin                                 | A6400C       | A6400C                         | Case         | 1000                      | \$93.00                               |
| Sxwell                  | LifeStyles® KYNG Extra Large                           | A9800C       | A9800C                         | Case         | 1000                      | \$93.00                               |
| Global Protection Corp  | ONE® Classic Select™ Contest Collection                | 11000B       | 11000B                         | Bowl         | 100                       | \$13.00                               |
| Global Protection Corp  | ONE® Classic Select™ Urban Collection                  | 11000BW      | 11000BW                        | Bowl         | 100                       | \$14.00                               |
| Global Protection Corp  | ONE® Classic Select™ MSM Collection                    | 11000BY      | 11000BY                        | Bowl         | 100                       | \$14.00                               |
| Global Protection Corp  | ONE® Classic Select™ Artist Collection                 | 11000BZ      | 11000BZ                        | Bowl         | 100                       | \$14.00                               |
| Global Protection Corp  | ONE® Super Sensitive™ Contest Collection               | 11600B       | 11600B                         | Bowl         | 100                       | \$14.00                               |
| Global Protection Corp  | ONE® FlavorWaves™                                      | 110200B      | 110200B                        | Bowl         | 100                       | \$15.00                               |
| Global Protection Corp  | ONE® VANISH™ Hyperthin®                                | 111300B      | 111300B                        | Bowl         | 100                       | \$15.00                               |
| Global Protection Corp  | ONE® Mixed Pleasures                                   | 11010B       | 11010B                         | Bowl         | 100                       | \$18.00                               |
| Global Protection Corp  | ONE® Color Sensations™                                 | 11100B       | 11100B                         | Bowl         | 100                       | \$14.00                               |
| Global Protection Corp  | ONE® Pleasure Dome™                                    | 11200B       | 11200B                         | Bowl         | 100                       | \$14.00                               |
| Global Protection Corp  | ONE® Legend™ Contest Collection                        | 11400B       | 11400B                         | Bowl         | 100                       | \$14.00                               |
| Global Protection Corp  | ONE® Glowing Pleasures™                                | 11500B       | 11500B                         | Bowl         | 100                       | \$24.00                               |
| Global Protection Corp  | ONE® Pleasure Plus®                                    | 14000B       | 14000B                         | Bowl         | 100                       | \$20.00                               |
| Global Protection Corp  | ONE® Legend™ Urban Collection                          | 112100C      | 112100C                        | Case         | 1000                      | \$75.00                               |
| Mayer Laboratories      | Kimono Thin  | M11000C      | M11000C                        | Case         | 1000                      | \$78.00                               |
| Mayer Laboratories      | Kimono Special   | M11001C      | M11001C                        | Case         | 1000                      | \$78.00                               |
| Mayer Laboratories      | Kimono Microthin                                       | M5014C       | M5014C                         | Case         | 1000                      | \$100.00                              |
| Mayer Laboratories      | Kimono Maxx  | M2014C       | M2014C                         | Case         | 1000                      | \$100.00                              |
| Global Protection Corp  | Assortment Bulk Condom Sampler                         | BS01C        | BS01C                          | Case         | 1024                      | \$99.00                               |
| Global Protection Corp  | Assortment Bulk Condom Sampler – Extra Large           | BS02C        | BS02C                          | Case         | 1024                      | \$129.00                              |
| Sxwell                  | LifeStyles Personal Lubricant                          | A7000C       | A7000C                         | Case         | 1000                      | \$100.00                              |
| Mayer Laboratories      | Aqua Lube 3ml foil sachet                              | M510253U     | M510253U                       | Bag          | 144                       | \$20.16                               |
| Global Protection Corp  | STI Symptoms & Treatments – Educational Pamphlet       | 11E01U       | 11E01U                         | Pack         | 100                       | \$14.00                               |

Exhibit A

|                        |  |        |        |      |     |         |
|------------------------|--|--------|--------|------|-----|---------|
| Global Protection Corp | STI Prevention Guide – Educational Pamphlets   | 11E02U | 11E02U | Pack | 100 | \$14.00 |
| Global Protection Corp | HIV/AIDS Awareness – Educational Pamphlets     | 11E03U | 11E03U | Pack | 100 | \$14.00 |
| Global Protection Corp | Penis Health Awareness – Educational Pamphlets | 11E05U | 11E05U | Pack | 100 | \$14.00 |
| Global Protection Corp | Seniors and Sex – Educational Pamphlets        | 11E06U | 11E06U | Pack | 100 | \$14.00 |



**AMENDMENT NO. 9 TO MMCAP INFUSE CONTRACT NO. MMS18015**

THIS AMENDMENT NO. 9 ("Amendment") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the MMCAP Infuse ("MMCAP Infuse") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4<sup>th</sup> Floor, Boston, MA 02210 ("Vendor").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor entered into MMS18015 on July 1, 2018 ("Original Contract");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 8 on February 4, 2019; together, Original Contract and Amendment 8 will be referred to as "Agreement";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

**Attachment A Modifications**

**Revision 1:** When fully executed, Attachment A of the Agreement will be removed and replaced with a new *Attachment A: Condoms and Related Products and Pricing*, which is attached and incorporated as Exhibit 1 of this Amendment.

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

**VENDOR: GLOBAL PROTECTION CORP.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: David RoddySignature: [Signature]Title: Senior Account MgrDate: 11-19-19**STATE OF MINNESOTA FOR MMCAP INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: Jane B. [Signature]Signature: [Signature]Date: Nov 19, 2019**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Sara TurnbowSignature: [Signature]Date: 11-19-19

| Condoms and Related Products and Pricing |                       |                         |  |   |  |              |                         |              |                           | Amendment #: 9                        |               |                                     |  | See the Vendor Guide tab of this worksheet for information on using these fields. |  |
|--|-----------------------|-------------------------|--|---|--|--------------|-------------------------|--------------|---------------------------|---------------------------------------|---------------|-------------------------------------|--|---|--|
| MMCAP Contract MM6518015                 |                       |                         |  |   |  |              |                         |              |                           |                                       |               |                                     |  |   |  |
| Product Category                         | Product Size/Type     | Mfg Name                | Label Name   | Full Product Description/Specifications   |  | Mfg Part Nbr | Distributor Catalog Nbr | Selling Unit | Quantity per Selling Unit | MMCAP Contract Price per Selling Unit | Change Status | New Proposed Price per Selling Unit | Note (e.g. product substitution info or change in product description) |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Ultra-Lubed, Case of 1,000                      | Premium extra-lubricated latex condom   |  | 10000C       | 10000C                  | Case         | 1000                      | \$48.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Colors, Case of 1,000                           | Premium lubricated color latex condoms  |  | 10100C       | 10100C                  | Case         | 1000                      | \$54.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Ultra-Thin, Case of 1,000                       | Premium lubricated ultra-thin latex condoms   |  | 10200C       | 10200C                  | Case         | 1000                      | \$54.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Studded, Case of 1,000                          | Premium lubricated studded latex condom   |  | 10300C       | 10300C                  | Case         | 1000                      | \$54.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Extra Large Size      | Global Protection Corp. | Atlas® Extra Large, Case of 1,000                      | Premium lubricated extra large latex condom   |  | 10400C       | 10400C                  | Case         | 1000                      | \$54.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Snuggler Fit          | Global Protection Corp. | Atlas® True Fit, Case of 1,000                         | Premium lubricated snuggler fit latex condom  |  | 10500C       | 10500C                  | Case         | 1000                      | \$54.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Non-Lubricated, Case of 1,000                   | Premium non-lubricated latex condom   |  | 10600C       | 10600C                  | Case         | 1000                      | \$54.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Black, Case of 1,000                            | Premium lubricated black latex condoms  |  | 10700C       | 10700C                  | Case         | 1000                      | \$54.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, Contest Collection, Case of 1,000 | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and contest artwork   |  | 11000C       | 11000C                  | Case         | 1000                      | \$72.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, Urban Collection, Case of 1,000   | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and urban artwork   |  | 11000CW      | 11000CW                 | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, MSM Collection, Case of 1,000     | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and MSM-themed artwork  |  | 11000CY      | 11000CY                 | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, Artist Collection, Case of 1,000  | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and designer artwork  |  | 11000CZ      | 11000CZ                 | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Popular Mix Sampler, Case of 500                  | Premium latex ONE® Help your clients find the ONE® style they love with this variety pack of popular premium ONE® condom styles such as VANISH Hyperthin, Pleasure Dome, Super Sensitive, and Pleasure Plus with signature round package. |  | 11010C-A     | 11010C-A                | Case         | 500                       | \$47.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Sensitive Mix Sampler, Case of 500                | Premium latex ONE® Help your clients find the ONE® style they love with this variety pack of popular premium ONE® condom styles such as VANISH Hyperthin, Pleasure Dome, Super Sensitive, and Pleasure Plus with signature round package. |  | 11010C-B     | 11010C-B                | Case         | 500                       | \$47.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Fun Mix Sampler, Case of 500                      | Premium latex ONE® Help your clients find the ONE® style they love with this variety pack of popular premium ONE® condom styles such as FlavorWaves, Super Sensitive, Glowing Pleasures, and Tattoo Touch with signature round package.   |  | 11010C-C     | 11010C-C                | Case         | 500                       | \$47.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Flavored              | Global Protection Corp. | ONE® FlavorWaves, Case of 1,000                        | Premium lubricated latex ONE® condoms with assorted flavors and signature round package   |  | 110200C      | 110200C                 | Case         | 1000                      | \$78.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Color Sensations, Case of 1,000                   | Premium lubricated latex ONE® condoms with assorted colors and signature round package  |  | 11100C       | 11100C                  | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® VANISH Hyperthin, Case of 1,000                   | Premium lubricated latex ONE® condoms, 35% thinner than the standard condom, made with Sensatex Advanced Ultra-Smooth Latex, with signature round package   |  | 111300C      | 111300C                 | Case         | 1000                      | \$83.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Super Studs, Case of 1,000                        | Premium lubricated latex ONE® condoms with extra large studs, contoured shape, and signature round package  |  | 111700C      | 111700C                 | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Tattoo Touch, Case of 1,000                       | Premium latex ONE® Unique ONE® tattoo-inspired rib designs with signature round package   |  | 112000C      | 112000C                 | Case         | 1000                      | \$83.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Pleasure Dome, Contest Collection, Case of 1,000  | Premium lubricated latex ONE® condoms with signature round package and more room at the tip to create a larger zone of comfort and pleasure for both partners   |  | 11200C       | 11200C                  | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Extra Large Size      | Global Protection Corp. | ONE® Legend XL, Case of 1,000                          | Premium lubricated extra large latex ONE® condoms with contoured shape and signature round package  |  | 11400C       | 11400C                  | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Glowing Pleasures, Case of 500                    | Premium lubricated latex ONE® glow-in-the-dark condoms with signature round package   |  | 11500C       | 11500C                  | Case         | 500                       | \$85.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Super Sensitive, Case of 1,000                    | Premium latex ONE® condoms with signature round package, exceptionally sheer latex, and 50% more lubricant than the average condom  |  | 11600C       | 11600C                  | Case         | 1000                      | \$75.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | Night Light® Glow-in-the-Dark Condom, Case 500         | The original glow-in-the-dark condom  |  | 12000C       | 12000C                  | Case         | 500                       | \$82.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Large Size            | Global Protection Corp. | ONE® Pleasure Plus®, Case of 500                       | Premium lubricated latex condoms with internal ribs, scientifically developed to increase stimulation for both partners   |  | 14000C1      | 14000C1                 | Case         | 500                       | \$69.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Alternative packaging | Global Protection Corp. | Global Premium Condom Sampler Bowl 144                 | Assorted variety condom sampler bowl featuring a mix of popular condoms   |  | BBU          | BBU                     | Bowl         | 144                       | \$14.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Fantasy® Lubricated, Case of 1,000                     | Sensitive lubricated latex condoms with reservoir tip   |  | L6808C       | L6808C                  | Case         | 1000                      | \$48.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Flavored              | Global Protection Corp. | Fantasy® Assorted Flavors, Case of 1,000               | Sensitive lubricated latex condoms with assorted flavors  |  | L6818C       | L6818C                  | Case         | 1000                      | \$52.00                               | No change     |                                     |  |   |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Fantasy® Assorted Colors, Case of 1,000                | Sensitive lubricated latex condoms with assorted colors   |  | L6828C       | L6828C                  | Case         | 1000                      | \$52.00                               | No change     |                                     |  |   |  |

Exhibit 1

|               |                  |                         |   |  |              |              |      |      |          |           |  |   |
|---------------|------------------|-------------------------|---|--|--------------|--------------|------|------|----------|-----------|--|---|
| Condoms, Male | Flavored         | Global Protection Corp. | Trustex® Assorted Flavors, Case of 1,000                  | Premium lubricated latex condoms with assorted flavors   | L8950C       | L8950C       | Case | 1000 | \$75.00  | No change |  |   |
| Condoms, Male | Flavored         | Global Protection Corp. | Trustex® Assorted Flavors Non-Lubricated, Case of 1,000   | Premium non-lubricated latex condoms with assorted flavors   | L8750C       | L8750C       | Case | 1000 | \$61.00  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Natural Condom/Lube Combo, Case of 1,000         | Each combo includes a Trustex® Natural condom with a water-based lubricant in one package  | L88231C      | L88231C      | Case | 1000 | \$89.00  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Natural Lubricated, Case of 1,000                | Premium lubricated latex condoms with standard shape and reservoir tip   | L88264NC     | L88264NC     | Case | 1000 | \$55.00  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Assorted Colors Condom/Lube Combo, Case of 1,000 | Each combo includes a Trustex® Color condom with a water-based lubricant in one package  | L88281C      | L88281C      | Case | 1000 | \$89.00  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Assorted Colors Non-Lubricated, Case of 1,000    | Premium non-lubricated latex condoms with assorted colors  | L88294C      | L88294C      | Case | 1000 | \$55.00  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Assorted Colors, Case of 1,000                   | Premium lubricated latex condoms with assorted colors  | L88334C      | L88334C      | Case | 1000 | \$58.00  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Ribbed & Studded, Case of 1,000                  | Premium lubricated latex condoms with ribs and studs, tinted blue  | L8835C       | L8835C       | Case | 1000 | \$60.00  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Extra Strength, Case of 1,000                    | Premium lubricated extra strength latex condoms for added protection   | L8901C       | L8901C       | Case | 1000 | \$58.00  | No change |  |   |
| Condoms, Male | Extra Large Size | Global Protection Corp. | Trustex® Extra Large, Case of 1,000                       | Premium lubricated extra large latex condoms   | L8905C       | L8905C       | Case | 1000 | \$61.00  | No change |  |   |
| Condoms, Male | Extra Large Size | Global Protection Corp. | Trustex® Extra Large Assorted Colors, Case of 1,000       | Premium lubricated extra large latex condoms with assorted colors  | L8907C       | L8907C       | Case | 1000 | \$56.00  | No change |  |   |
| Condoms, Male | Snuggler Fit     | Global Protection Corp. | NUVO® Snuggler Fit, Case of 1000                          | Snuggler fit latex condoms   | NV1001C      | NV1001C      | Case | 1000 | \$40.25  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Extra Strong, Case of 1000                          | Extra strong lubricated latex condoms  | NV201C       | NV201C       | Case | 1000 | \$41.50  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Ultrathin, Case of 1000                             | Ultra-thin lubricated latex condoms  | NV301C       | NV301C       | Case | 1000 | \$47.80  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Assorted Colors, Case of 1000                       | Lubricated latex condoms with assorted colors  | NV4001C      | NV4001C      | Case | 1000 | \$44.50  | No change |  |   |
| Condoms, Male | Extra Large Size | Global Protection Corp. | NUVO® Extra Large, Case of 1000                           | Extra large lubricated latex condoms   | NV401C       | NV401C       | Case | 1000 | \$44.75  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Ribbed & Studded, Case of 1000                      | Ribbed and studded latex condoms   | NV5001C      | NV5001C      | Case | 1000 | \$48.00  | No change |  |   |
| Condoms, Male | Flavored         | Global Protection Corp. | NUVO® Assorted Flavors, Case of 1000                      | Lubricated latex condoms with assorted flavors   | NV501C       | NV501C       | Case | 1000 | \$45.70  | Remove    |  | Product discontinued; notification provided in May 2019 |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Ultrasensitive, Case of 1000                        | Ultra-sensitive latex condoms with extra lubricant   | NV601C       | NV601C       | Case | 1000 | \$40.42  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Studded, Case of 1000                               | Studded lubricated latex condoms   | NV701C       | NV701C       | Case | 1000 | \$43.75  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Ribbed, Case of 1000                                | Ribbed lubricated latex condoms  | NV801C       | NV801C       | Case | 1000 | \$44.50  | No change |  |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVO® Extra Lubricated, Case of 1000                      | Extra-lubricated latex condoms   | NV901C       | NV901C       | Case | 1000 | \$37.80  | No change |  |   |
| Condoms, Male | Extra Large Size | Church and Dwight       | Trojan® ENZ, Case of 1,000                                | Premium extra-lubricated latex condom  | TEBULK       | TEBULK       | Case | 1000 | \$250.00 | No change |  |   |
| Condoms, Male | Extra Large Size | Church and Dwight       | Trojan® Magnum, Case of 1,000                             | Premium lubricated extra large latex condom  | TMBULK       | TMBULK       | Case | 1000 | \$357.00 | No change |  |   |
| Educational   | Kits             | Global Protection Corp. | Atlas® Safer Sex Kit, Box of 150                          | Each kit contains an assortment of Atlas® condoms, two lubricant packets, and an educational pamphlet  | 10SAM01      | 10SAM01      | Box  | 1    | \$190.00 | No change |  |   |
| Educational   | Kits             | Global Protection Corp. | ONE® Safer Sex Kit, Box of 150                            | Each kit contains an assortment of ONE® condoms with signature round packaging, two lubricant packets, and an educational pamphlet   | 11SAM01      | 11SAM01      | Box  | 1    | \$225.00 | No change |  |   |
| Educational   | Demonstrators    | Global Protection Corp. | Red Gel Condom Demonstrator                               | Red Gel Condom Demonstrator. No returns accepted on demonstrator products.   | L5181        | L5181        | Each | 1    | \$6.50   | No change |  | Update on product description                           |
| Educational   | Demonstrators    | Global Protection Corp. | Blue Gel Condom Demonstrator                              | Blue Gel Condom Demonstrator. No returns accepted on demonstrator products.  | L5182        | L5182        | Each | 1    | \$6.50   | No change |  | Update on product description                           |
| Educational   | Demonstrators    | Global Protection Corp. | Purple Gel Condom Demonstrator                            | Purple Gel Condom Demonstrator. No returns accepted on demonstrator products.  | L5183        | L5183        | Each | 1    | \$8.50   | No change |  | Update on product description                           |
| Educational   | Demonstrators    | Global Protection Corp. | Pink Gel Condom Demonstrator                              | Pink Gel Condom Demonstrator. No returns accepted on demonstrator products.  | L5184        | L5184        | Each | 1    | \$8.50   | No change |  | Update on product description                           |
| Educational   | Charts           | Global Protection Corp. | Laminated Male Reproductive Anatomy Chart                 | Laminated Male Reproductive Anatomy Chart  | VR1528L      | VR1528L      | Each | 1    | \$16.00  | No change |  |   |
| Educational   | Charts           | Global Protection Corp. | Laminated Female Genital Organs Chart                     | Laminated Female Genital Organs Chart  | VR1532L      | VR1532L      | Each | 1    | \$16.00  | No change |  |   |
| Educational   | Charts           | Global Protection Corp. | Laminated Birth Control Chart                             | Laminated Birth Control Chart  | VR1591L      | VR1591L      | Each | 1    | \$16.00  | No change |  |   |
| Educational   | Charts           | Global Protection Corp. | Laminated HIV and AIDS Chart                              | Laminated HIV and AIDS Chart   | VR1725L      | VR1725L      | Each | 1    | \$16.00  | No change |  |   |
| Incentives    | Kits             | Global Protection Corp. | ONE® Pride Pack, Case of 12                               | This special edition ONE® Pride Pack is a great raffle item for your organization's next pride event. Includes throw beads, condoms, lubricants, and a double vibrating ring     | 11PRIDEKIT-C | 11PRIDEKIT-C | Case | 1    | \$60.00  | No change |  |   |
| Lubricants    | Water-based      | Global Protection Corp. | ONE® Oasis®, Water-based Lubricant, 3ml, Case of 500      | Premium ONE® lubricant in 3ml packets, silky and gentle formulation, paraben and oil free, hydrating, compatible with latex, polyisoprene, and polyurethane condoms              | 11L100C      | 11L100C      | Case | 500  | \$40.00  | No change |  |   |
| Lubricants    | Water-based      | Global Protection Corp. | ONE® Oasis®, Water-based Lubricant, 4.5g, Case of 1,000   | Premium ONE® water-based lubricant in 4.5g packets, silky and gentle formulation, paraben and oil free, hydrating, compatible with latex, polyisoprene, and polyurethane condoms | 11L102C      | 11L102C      | Case | 1000 | \$90.00  | No change |  |   |
| Lubricants    | Silicone         | Global Protection Corp. | ONE® Move®, Silicone Lubricant, 3ml, Case of 500          | Premium ONE®, long-lasting, oil-free, silicone lubricant in 3ml packets, compatible with latex, polyisoprene, and polyurethane condoms   | 11L200C      | 11L200C      | Case | 500  | \$60.00  | No change |  |   |



Exhibit 1

|               |                  |                         |   |  |           |           |      |      |          |           |         |   |
|---------------|------------------|-------------------------|---|--|-----------|-----------|------|------|----------|-----------|---------|---|
| Lubricants    | Hybrid           | Global Protection Corp. | ONE® Oasis Sili®, Hybrid Lubricant, 3ml, Case of 1,000                      | Premium ONE® hybrid lubricants in 3ml packets, formulated with optimal amounts of both water and silicone to provide the advantages of both experiences; free of glycerin, parabens, and oil; pH-balanced and long-lasting compatible with latex, polyisoprene, and polyurethane condoms   | 111400C   | 111400C   | Case | 1000 | \$95.00  | No change |         |   |
| Lubricants    | Organic          | Global Protection Corp. | Good Clean Love®, Almost Naked Organic Personal Lubricant, 5ml, Case of 500 | Organic personal lubricant packets   | SCL200103 | SCL200103 | Case | 1000 | \$100.00 | No change |         |   |
| Lubricants    | Water-based      | Global Protection Corp. | Trustex® Assorted Flavors, Water-based Lubricant, 6ml, Case of 1,000        | Assorted flavored water-based lubricants   | LS500C    | LS500C    | Case | 1000 | \$80.00  | No change |         |   |
| Oral Dams     | Flavored         | Global Protection Corp. | Satin Assorted Flavored Latex Dams (6"x10"), Box of 100                     | Oral dams with assorted flavors and colorful, compact packaging  | LGDMAXU   | LGDMAXU   | Box  | 100  | \$44.00  | No change |         |   |
| Oral Dams     | Flavored         | Global Protection Corp. | Satin Latex Dams (6"x10"), Bag of 100                                       | Assorted latex dams in bags of 100   | LGDMAXU-2 | LGDMAXU-2 | Bag  | 100  | \$44.00  | Add       | \$44.00 | New product to add per customer request                 |
| Oral Dams     | Unflavored       | Global Protection Corp. | Satin Unflavored Latex Dams (6"x10"), Box of 100                            | Unflavored oral dams with colorful, compact packaging  | LGDUUU    | LGDUUU    | Box  | 100  | \$44.00  | Remove    | \$44.00 | Product discontinued; notification provided in May 2019 |
| Supplies      | Bags             | Global Protection Corp. | Ziplock 305 Clear Bags, Pack of 100   | Ziplock clear resealable bags 3x5  | 020305U   | 020305U   | Pack | 100  | \$2.25   | No change |         |   |
| Supplies      | Bags             | Global Protection Corp. | Ziplock 4x7 Clear Bags, Pack of 100   | Ziplock clear resealable bags 4x7  | 020407U   | 020407U   | Pack | 100  | \$2.75   | No change |         |   |
| Supplies      | Dispensers       | Global Protection Corp. | Small 14" Condom & Lubricant Dispenser                                      | Small 14" Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 600 condoms or lubricants; hardware and instructions included   | BD01      | BD01      | Each | 1    | \$95.00  | No change |         |   |
| Supplies      | Dispensers       | Global Protection Corp. | Large 20" Condom & Lubricant Dispenser                                      | Large 20" Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 1,000 condoms or lubricants; hardware and instructions included   | BD02      | BD02      | Each | 1    | \$135.00 | No change |         |   |
| Supplies      | Dispensers       | Global Protection Corp. | Large 20" Dual Condom & Lubricant Dispenser                                 | Large 20" Dual Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 500 condoms or lubricants on each side; hardware and instructions included   | BD03      | BD03      | Each | 1    | \$150.00 | No change |         |   |
| Supplies      | Finger Cots      | Global Protection Corp. | Latex Finger Cots, Pack of 144  | All-purpose finger protection, pre-rolled for easy application   | R301U     | R301U     | Pack | 144  | \$3.15   | No change |         |   |
| Condoms, Male | Regular Size     | Swell                   | LifeStyles® Ultra Sensitive   | LifeStyles® Ultra Sensitive Lubricated condom  | A5400C    | A5400C    | Case | 1000 | \$93.00  | No change |         |   |
| Condoms, Male | Regular Size     | Swell                   | LifeStyles® Ultra Lubricated  | LifeStyles® Ultra Lubricated Condom  | A5800C    | A5800C    | Case | 1000 | \$93.00  | No change |         |   |
| Condoms, Male | Non Latex        | Swell                   | LifeStyles® Non-Latex   | LifeStyles® Non-latex condom   | A7800C    | A7800C    | Case | 1000 | \$360.00 | No change |         |   |
| Condoms, Male | Non Latex        | Swell                   | LifeStyles® Non-Latex   | LifeStyles® Non-latex condom   | A7800U    | A7800U    | Bag  | 250  | \$93.00  | No change |         |   |
| Condoms, Male | Regular Size     | Swell                   | LifeStyles® Ultra-Thin  | LifeStyles® Ultra-Thin lubricated condoms  | A6400C    | A6400C    | Case | 1000 | \$93.00  | No change |         |   |
| Condoms, Male | Extra Large Size | Swell                   | LifeStyles® KYNG Extra Large  | LifeStyles® KYNG large condoms   | A9800C    | A9800C    | Case | 1000 | \$93.00  | No change |         |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Classic Select™ Contest Collection                                     | ONE® Condoms Classic Select condoms are straight-walled for a classic fit. Features the Contest Collection condom wrapper designs, which includes a variety of designs from the ONE Design Contest.  | 110008    | 110008    | Bowl | 100  | \$13.00  | No change |         |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Classic Select™ Urban Collection                                       | ONE® Condoms Classic Select condoms are straight-walled for a classic fit. The Urban Collection features 39 designs that celebrate ethnic diversity and urban themes, curated in partnership with various artists.   | 110008W   | 110008W   | Bowl | 100  | \$14.00  | No change |         |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Classic Select™ MSM Collection   | ONE® Condoms Classic Select condoms are straight-walled and lubricated for a classic fit. Each case features designs from the new ONE® MSM Collection (previously the Pride Mix). Includes 32 stunning designs ideal for outreach to MSM communities and during Pride events. The collection was curated in partnership with phenomenal artists from across the world who were inspired to use their art to spark conversations about sexual health. | 110008Y   | 110008Y   | Bowl | 100  | \$14.00  | No change |         |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Classic Select™ Artist Collection                                      | ONE® Classic Select™ condoms are straight-walled and lubricated for a classic fit. The Artist Collection features 36 new ONE® condom wrapper designs suitable for all audiences and without the ONE® Liners. The collection was curated in partnership with incredibly talented artists from across the world, who were inspired to use their art to spark conversations about sexual health. (Formerly called the "Designer Mix")                   | 110008Z   | 110008Z   | Bowl | 100  | \$14.00  | No change |         |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® Super Sensitive™ Contest Collection                                    | ONE® Super Sensitive condoms offer the same strength as standard condoms yet greater sensitivity. ONE® Super Sensitive condoms feature 50% more lubricant than standard condoms. ONE® Contest Collection features 72 unique designs including winners from their Design ONE® Contest. Note: Not all designs may appear in every case or package.   | 116008    | 116008    | Bowl | 100  | \$14.00  | No change |         |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® FlavorWaves™   | ONE® Condoms Flavor Waves™ Each bowl contains the following flavors: Bubblegum, Fresh Mint, Banana Split, Island Punch, Mint Chocolate, and Chocolate Strawberry.  | 110208    | 110208    | Bowl | 100  | \$14.00  | No change |         |   |
| Condoms, Male | Regular Size     | Global Protection Corp. | ONE® VANISH™ Hyperthin®   | Closer than ever. An advancement in latex technology, ONE® VANISH™ Hyperthin® Condoms are 35% thinner and made with a softer latex for a more comfortable intimate experience. 35% Thinner than our standard condom. Made with Sensatex™ Advanced Ultra-smooth Latex. Premium lubricated for gliding comfort. Reservoir tip for additional protection. Triple tested for safety and reliability.   | 111308    | 111308    | Bowl | 100  | \$14.00  | No change |         |   |



Exhibit 1

|               |                  |                        |   |  |          |          |      |      |          |           |  |  |
|---------------|------------------|------------------------|---|--|----------|----------|------|------|----------|-----------|--|--|
| Condoms, Male | Regular Size     | Global Protection Corp | ONE® Mixed Pleasures                                | ONE® Mixed Pleasures condom bowl offers an assortment of ONE® condoms. Each bowl contains the following 5 styles: Pleasure Dome™, Super Slides™, Tattoo Touch™, Vanish® HyperThin®, Color Sensations™, Glowing Pleasures™, Legend XL™, Super Sensitive™, FlavorWaves™, Pleasure Plus™.   | 1101008  | 1101008  | Bowl | 100  | \$14.00  | No change |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp | ONE® Color Sensations™                              | ONE® Color Sensations™ come in 10 amazing colors-Red, Orange, Yellow, Green, Emerald, Aqua, Blue, Lavender, Purple, and Black. Condom wrapper designs are inspired by the vibrant colors in the world around us.   | 1110008  | 1110008  | Bowl | 100  | \$14.00  | No change |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp | ONE® Pleasure Dome™                                 | ONE® Pleasure Dome™ condoms feature a larger head size that provides more room at the tip to create a larger zone of comfort and pleasure for both partners. Each bowl features the ONE® Contest Collection, which includes 72 unique designs including winners from the Design ONE® Contest. Note: Not all designs may appear in every bowl, package or case. | 1120008  | 1120008  | Bowl | 100  | \$14.00  | No change |  |  |
| Condoms, Male | Extra Large Size | Global Protection Corp | ONE® Legend™ Contest Collection                     | Wider and longer for increased comfort. ONE® Legend™ is bigger at the head and base to provide extra comfort but fits close around the middle to ensure the condom stays in place. The ONE® Contest Collection features 72 unique designs including winners from the Design ONE® Contest. Note: Not all designs may appear in every case or package.           | 1140008  | 1140008  | Bowl | 100  | \$14.00  | No change |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp | ONE® Glowing Pleasures™                             | ONE® Glowing Pleasures™ provides 30 minutes of glowing fun. Glowing Pleasures™ is made from technologically advanced, non-toxic phosphorous pigment between two thin layers of latex. Each Bowl of 100 condoms feature 12 unique wrapper designs. English and Spanish instructions included.   | 1150008  | 1150008  | Bowl | 100  | \$14.00  | No change |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp | ONE® Pleasure Plus®                                 | Pleasure Plus® is scientifically developed to increase stimulation for both partners and was preferred 8 to 1 over the leading condoms in an Emory University study. Pleasure Plus® features a roomy pouch, internal ribs, reservoir tip, 12 unique wrapper designs. English & Spanish Instructions Included.  | 1400008  | 1400008  | Bowl | 100  | \$14.00  | No change |  |  |
| Condoms, Male | Extra Large Size | Global Protection Corp | ONE® Legend™ Urban Collection                       | ONE® Legend™ condoms allow larger-sized men to enjoy themselves while staying protected. An easy-roll, flared shape adds extra comfort. Each case features the new ONE® Urban Collection! The Urban Collection features 39 designs that celebrate ethnic diversity and urban themes, curated in partnership with various artists.                              | 1121000C | 1121000C | Case | 1000 | \$75.00  | No change |  |  |
| Condoms, Male | Regular Size     | Mayer Laboratories     | Kimono Thin   | The original Kimono® has a form-fitting shape and is 20% thinner than standard condoms. Lightly lubricated.  | M110000C | M110000C | Case | 1000 | \$78.00  | No change |  |  |
| Condoms, Male | Regular Size     | Mayer Laboratories     | Kimono Special                                      | Kimono® Special condoms feature a flared shape for added headroom and a less constricted fit. Lightly lubricated for a natural feeling.  | M110010C | M110010C | Case | 1000 | \$78.00  | No change |  |  |
| Condoms, Male | Regular Size     | Mayer Laboratories     | Kimono Microthin                                    | Kimono MicroThin intelligently combines sheer thinness and ultimate strength in a larger size condom. Designed for the discriminating consumer demanding the maximum in feeling. Kimono MicroThin offers a longer shaft and more head room without sacrificing sensibility.  | M5014C   | M5014C   | Case | 1000 | \$100.00 | No change |  |  |
| Condoms, Male | Extra Large Size | Mayer Laboratories     | Kimono Maxx   | Kimono® Maxx features a contoured shape, extra head room, more length and added strength.  | M2014C   | M2014C   | Case | 1000 | \$100.00 | No change |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp | Assortment Bulk Condom Sampler                      | Help your clients find a condom they love. This condom sampler mix features a variety of our best selling brands, such as ONE® Condoms, Trustex, and LifeStyles, and could include a variety of styles such as colors, flavors, extra strength, ribbed, studded, extra large, extra lubricated, snugger fit, or ultra thin.                                    | B5010C   | B5010C   | Case | 1024 | \$99.00  | No change |  |  |
| Condoms, Male | Extra Large Size | Global Protection Corp | Assortment Bulk Condom Sampler – Extra Large Condom | Help your clients find a condom they love. This condom sampler mix includes a variety of condom brands in their extra large condom styles. Brands featured could include Atlas Extra Large, ONE Legend XL, LifeStyles KYNG, Trustex Extra Large, and Trojan Naatum.  | B5020C   | B5020C   | Case | 1024 | \$125.00 | No change |  |  |
| Lubricants    | Waterbased       | Swell                  | LifeStyles Personal Lubricant                       | LifeStyles Personal Lubricant; 4.5g foil sachets   | A7000C   | A7000C   | Case | 1000 | \$100.00 | No change |  |  |
| Lubricants    | Waterbased       | Mayer Laboratories     | Aqua Lube 3ml sachet                                | Aqua Lube® Personal Lubricant is water-based and non staining. 3ml Foil Packs.   | M510253U | M510253U | Bag  | 144  | \$20.16  | No change |  |  |
| Pamphlets     | Education        | Global Protection Corp | STI Symptoms & Treatments – Educational Pamphlets   | Symptoms and treatment information for a variety of sexually transmitted infections, including Syphilis, Trichomoniasis, Human Papillomavirus (HPV), Herpes, Gonorrhea and Chlamydia.  | 11E01U   | 11E01U   | Pack | 100  | \$14.00  | No change |  |  |
| Pamphlets     | Education        | Global Protection Corp | STI Prevention Guide – Educational Pamphlets        | Information about STI Prevention methods, including male condoms, female condoms and dental dams. Also, contains information encouraging routine STI screening.  | 11E02U   | 11E02U   | Pack | 100  | \$14.00  | No change |  |  |
| Pamphlets     | Education        | Global Protection Corp | HIV/AIDS Awareness – Educational Pamphlets          | Information about HIV/AIDS, including statistics from the Centers for Disease Control (CDC), includes proper condom use instructions.  | 11E03U   | 11E03U   | Pack | 100  | \$14.00  | No change |  |  |

Exhibit 1

|                     |              |                        |  |   |         |         |      |      |          |           |          |   |
|---------------------|--------------|------------------------|--|---|---------|---------|------|------|----------|-----------|----------|---|
| Pamphlets           | Education    | Global Protection Corp | Penis Health Awareness – Educational Pamphlets | A pamphlet exploring male sexual health topics including cleanliness, grooming, prostate health, erectile dysfunction and STI warning signs. Also includes instructions for performing the testicular self-exam.  | 11E05U  | 11E05U  | Pack | 100  | \$14.00  | No change |          |   |
| Pamphlets           | Education    | Global Protection Corp | Seniors and Sex – Educational Pamphlets        | Each Seniors and Sex pamphlet includes statistics about sex in life, as well as information about Sexually Transmitted Infections (STIs), sexual problems, moisturizers and lubricants, sexual therapy and ED treatment, includes condom use instructions.  | 11E06U  | 11E06U  | Pack | 100  | \$14.00  | No change |          |   |
| Education Materials | Specialty    | Global Protection      | World AIDS Day Condom Pops                     | Condom pop featuring the HIV/AIDS awareness ribbon wrapped around the globe, with the text "WORLD AIDS DAY"   | SPU2    | SPU2    | Bags | 50   | \$20.00  | Add       | \$20.00  | New product to add per customer request |
| Education Materials | Specialty    | Global Protection      | Condoms are Cheaper than Diapers Condom Pops   | Condom pop featuring a design of a crying baby, and the phrase "Condoms are cheaper than diapers". Each pop contains one color condom.  | SPU3    | SPU3    | Bags | 50   | \$20.00  | Add       | \$20.00  | New product to add per customer request |
| Education Materials | Specialty    | Global Protection      | Red Ribbon Condom Pops                         | Condom pop featuring a red ribbon. Each pop contains one color condom.  | SPU4    | SPU4    | Bags | 50   | \$20.00  | Add       | \$20.00  | New product to add per customer request |
| Education Materials | Specialty    | Global Protection      | Wear Your Rubbers Condom Pops                  | Condom pop featuring a cow in galoshes and the phrase "WEAR YOUR RUBBERS". Each pop contains one color condom.  | SPU5    | SPU5    | Bags | 50   | \$20.00  | Add       | \$20.00  | New product to add per customer request |
| Education Materials | Specialty    | Global Protection      | Pride Rainbow Condom Pops                      | Condom pop featuring the pride rainbow. Each pop contains one color condom.   | SPU6    | SPU6    | Bags | 50   | \$20.00  | Add       | \$20.00  | New product to add per customer request |
| Education Materials | Specialty    | Global Protection      | Assorted G Rated Condom Keychains              | Condom keychains with variety of G-Rated designs on front. Each keychain is coin-operated, refillable, and includes one colored condom.   | KPR1    | KPR1    | Bags | 50   | \$55.00  | Add       | \$55.00  | New product to add per customer request |
| Education Materials | Specialty    | Global Protection      | Assorted Risque Condom Keychains               | Condom keychains with variety of Risqué designs on front. Each keychain is coin-operated, refillable, and includes one colored condom.  | KPR2    | KPR2    | Bags | 50   | \$55.00  | Add       | \$55.00  | New product to add per customer request |
| Education Materials | Specialty    | Global Protection      | Assorted Mixed Condom Keychains                | Assorted Mixed Condom Keychains   | KPR3    | KPR3    | Bags | 50   | \$55.00  | Add       | \$55.00  | New product to add per customer request |
| Lubricants          | Waterbased   | Global Protection      | ONE Oasis 10ml Resizable Tubes                 | A silky smooth, water-based formulation for more enjoyable intimate contact. Product attributes:<br>Made with the finest ingredients<br>Compatible with natural rubber latex, polyisoprene and polyurethane condoms<br>Water-based formula for easy clean up<br>Paraben and oil-free                          | 11L104C | 11L104C | Box  | 144  | \$67.00  | Add       | \$67.00  | New product to add per customer request |
| Condoms Male        | Regular Size | Global Protection      | Trustex Assorted Flavors, Bowl of 144          | Trustex Assorted Flavors come in tasty flavors and scents. Flavors may include Vanilla, Strawberry, Chocolate, Banana, Grape, Cola & Mint.  | L8050B  | L8050B  | Bowl | 144  | \$20.00  | Add       | \$20.00  | New product to add per customer request |
| Condoms Male        | Regular Size | Swell                  | Lifestyles Snuggler Fit Condoms                | A snug fit condom. Anatomically shaped for a closer fit. Made smaller than average so they hug better.  | A5200C  | A5200C  | Case | 1000 | \$93.00  | Add       | \$93.00  | New product to add per customer request |
| Condoms Male        | Regular Size | Global Protection      | ONE Extreme Ribs                               | Condoms are generously ribbed for maximum stimulation and pleasure.   | 112500C | 112500C | Case | 1000 | \$75.00  | Add       | \$75.00  | New product to add per customer request |
| Condoms Male        | Regular Size | Global Protection      | ONE Extra Strong                               | ONE Extra Strong™ features softer, thicker latex for sensitivity & security.  | 112400C | 112400C | Case | 1000 | \$75.00  | Add       | \$75.00  | New product to add per customer request |
| Condoms Male        | Regular Size | Global Protection      | ONE Tattoo Touch Bowls                         | ONE Tattoo Touch condoms: wrappers return a variety of designs.   | 112000B | 112000B | Bowl | 100  | \$15.00  | Add       | \$15.00  | New product to add per customer request |
| Condoms Male        | Regular Size | Global Protection      | ONE Ultrafeel Condom/Lube Combo                | UltraFeel 2-in-1 pack has a condom plus a 2ml water-based lube pouch in the same package. SheerSkin ultra-soft latex. Microcoil comfort base. Super thin bead at the base for added comfort. TotalGlide technology: Full lubrication on the condom from base to tip. Reservoir tip for additional protection. | 112300C | 112300C | Case | 500  | \$71.00  | Add       | \$71.00  | New product to add per customer request |
| Condoms Male        | Regular Size | Global Protection      | Trustex Natural Non Lubricated                 | Natural Non Lubricated Condom   | L8929C  | L8929C  | Case | 1000 | \$55.00  | Add       | \$55.00  | New product to add per customer request |
| Supplies            | Educational  | Swell                  | Wooden Condom Demonstrator                     | Wooden phallus for the demonstration of male condoms. Please note: No returns accepted on demonstrator products.  | A5000   | A5000   | Each | 1    | \$8.00   | Add       | \$8.00   | New product to add per customer request |
| Supplies            | Educational  | Global Protection      | Female Pelvic Demonstrator                     | No returns accepted on demonstrator products.   | FC7CD   | FC7CD   | Each | 1    | \$200.00 | Add       | \$200.00 | New product to add per customer request |

**AMENDMENT NO. 10 TO MMCAP INFUSE CONTRACT NO. MMS18015**

THIS AMENDMENT NO. 10 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("**Vendor**").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor entered into MMS18015 on July 1, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 9 on November 19, 2019; together, Original Contract and Amendment 9 will be referred to as "**Agreement**";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

**Clause Modifications:**

**Revision 1:** When fully executed, Section 1.2 of the Agreement will be deleted in its entirety and replaced with the following:

**1.2. Expiration date:** June 30, 2021, or as cancelled pursuant to Section 35. This Contract may be extended upon mutual agreement of the parties.

**Attachment A Modifications**

**Revision 2:** When fully executed, Attachment A of the Agreement will be removed and replaced with a new *Attachment A: Condoms and Related Products and Pricing*, which is attached and incorporated as Exhibit 1 of this Amendment.

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

**[End of Amendment; Signature Page Follows]**

MMS18015  
Amendment #10  
Tendered: April 27, 2020

**VENDOR: GLOBAL PROTECTION CORP.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name:

Signature:

Title:

Date:

David Roddy

*David Roddy*

Senior Acct Mgr

4/27/2020

**STATE OF MINNESOTA FOR MMCAP  
INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 3

Name:

Signature:

Date:

DocuSigned by: James Babbitt

*James Babbitt*

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**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name:

Signature:

Date:

DocuSigned by: Sara Turnbow

*Sara Turnbow*

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4/28/2020

| Condoms and Related Products and Pricing |                       |                         |   |   |  |              |                                |              |                           | Amendment #: 10                       |               |                                     |  |  |  |  |  |
|--|-----------------------|-------------------------|---|---|--|--------------|--------------------------------|--------------|---------------------------|---------------------------------------|---------------|-------------------------------------|--|--|--|--|--|
| MMCAP Contract WMS18015                  |                       |                         |   |   |  |              |                                |              |                           |                                       |               |                                     |  |  |  |  |  |
| Product Category                         | Product Size/Type     | Mfg Name                | Label Name  | Full Product Description/Specifications   |  | Mfg Part Nbr | Distributor SKU or Catalog Nbr | Selling Unit | Quantity per Selling Unit | MMCAP Contract Price per Selling Unit | Change Status | New Proposed Price per Selling Unit | Note (e.g. product substitution info or change in product description) |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Ultra-Lubed, Case of 1,000                       | Premium extra-lubricated latex condom   |  | 10000C       | 10000C                         | Case         | 1000                      | \$48.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Colors, Case of 1,000                            | Premium lubricated color latex condoms  |  | 10100C       | 10100C                         | Case         | 1000                      | \$54.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Ultra-Thin, Case of 1,000                        | Premium lubricated ultra-thin latex condoms   |  | 10200C       | 10200C                         | Case         | 1000                      | \$54.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Studded, Case of 1,000                           | Premium lubricated studded latex condom   |  | 10300C       | 10300C                         | Case         | 1000                      | \$54.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Extra Large Size      | Global Protection Corp. | Atlas® Extra Large, Case of 1,000                       | Premium lubricated extra large latex condom   |  | 10400C       | 10400C                         | Case         | 1000                      | \$54.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Snuggler Fit          | Global Protection Corp. | Atlas® True Fit, Case of 1,000                          | Premium lubricated snuggler fit latex condom  |  | 10500C       | 10500C                         | Case         | 1000                      | \$54.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Non-Lubricated, Case of 1,000                    | Premium non-lubricated latex condom   |  | 10600C       | 10600C                         | Case         | 1000                      | \$54.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Atlas® Black, Case of 1,000                             | Premium lubricated black latex condoms  |  | 10700C       | 10700C                         | Case         | 1000                      | \$54.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, Contest Collection, Case of 1,000  | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and contest artwork   |  | 11000C       | 11000C                         | Case         | 1000                      | \$72.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, Urban Collection, Case of 1,000    | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and urban artwork   |  | 11000CW      | 11000CW                        | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, MSM Collection, Case of 1,000      | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and MSM-themed artwork  |  | 11000CY      | 11000CY                        | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Classic Select, Artist Collection, Case of 1,000   | Premium latex ONE® Straight walled classic fit lubricated latex condoms with ONE® signature round package and designer artwork  |  | 11000CZ      | 11000CZ                        | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Popular Mix Sampler, Case of 500                   | Premium latex ONE® Help your clients find the ONE® style they love with this variety pack of popular premium ONE® condom styles such as Contest Collection, Legend XL, FlavorsWaves, and Glowing Pleasures with signature round package.  |  | 11010C-A     | 11010C-A                       | Case         | 500                       | \$47.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Sensitive Mix Sampler, Case of 500                 | Premium latex ONE® Help your clients find the ONE® style they love with this variety pack of popular premium ONE® condom styles such as VANISH Hyperthin, Pleasure Dome, Super Sensitive, and Pleasure Plus with signature round package. |  | 11010C-B     | 11010C-B                       | Case         | 500                       | \$47.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Fun Mix Sampler, Case of 500                       | Premium latex ONE® Help your clients find the ONE® style they love with this variety pack of popular premium ONE® condom styles such as FlavorWaves, Super Sensitive, Glowing Pleasures, and Tattoo Touch with signature round package.   |  | 11010C-C     | 11010C-C                       | Case         | 500                       | \$47.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Flavored              | Global Protection Corp. | ONE® FlavorWaves, Case of 1,000                         | Premium lubricated latex ONE® condoms with assorted flavors and signature round package   |  | 110200C      | 110200C                        | Case         | 1000                      | \$78.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Color Sensations, Case of 1,000                    | Premium lubricated latex ONE® condoms with assorted colors and signature round package  |  | 11100C       | 11100C                         | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® VANISH Hyperthin, Case of 1,000                    | Premium lubricated latex ONE® condoms, 35% thinner than the standard condom, made with Sensatex Advanced Ultra-Smooth Latex, with signature round package   |  | 111300C      | 111300C                        | Case         | 1000                      | \$83.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Super Studs, Case of 1,000                         | Premium lubricated latex ONE® condoms with extra large studs, contoured shapes, and signature round package   |  | 111700C      | 111700C                        | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Tattoo Touch, Case of 1,000                        | Premium latex ONE® Unique ONE® tattoo-inspired rib designs with signature round package   |  | 112000C      | 112000C                        | Case         | 1000                      | \$83.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Pleasure Dome, Contest Collection, Case of 1,000   | Premium lubricated latex ONE® condoms with signature round package and pleasure for both partners   |  | 11200C       | 11200C                         | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Extra Large Size      | Global Protection Corp. | ONE® Legend XL, Case of 1,000                           | Premium lubricated extra large latex ONE® condoms with contoured shape and signature round package  |  | 11400C       | 11400C                         | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | ONE® Glowing Pleasures, Case of 500                     | Premium lubricated latex ONE® glow-in-the-dark condoms with signature round package   |  | 11500C       | 11500C                         | Case         | 500                       | \$85.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | ONE® Super Sensitive, Case of 1,000                     | Premium latex ONE® condoms with signature round package, exceptionally sheer latex, and 50% more lubricant than the average condom  |  | 11600C       | 11600C                         | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Specialty             | Global Protection Corp. | Night Light® Glow-in-the-Dark Condom, Case 500          | The original glow-in-the-dark condom  |  | 12000C       | 12000C                         | Case         | 500                       | \$82.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Large Size            | Global Protection Corp. | ONE® Pleasure Plus®, Case of 500                        | Premium lubricated latex condoms with internal ribs, scientifically developed to increase stimulation for both partners   |  | 14000C1      | 14000C1                        | Case         | 500                       | \$69.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Alternative packaging | Global Protection Corp. | Global Premium Condom Sampler Bowl 144                  | Assorted variety condom sampler bowl featuring a mix of popular condoms   |  | BBU          | BBU                            | Bowl         | 144                       | \$14.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Fantasy® Lubricated, Case of 1,000                      | Sensitive lubricated latex condoms with reservoir tip   |  | L6809C       | L6809C                         | Case         | 1000                      | \$48.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Flavored              | Global Protection Corp. | Fantasy® Assorted Flavors, Case of 1,000                | Sensitive lubricated latex condoms with assorted flavors  |  | L6818C       | L6818C                         | Case         | 1000                      | \$52.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Regular Size          | Global Protection Corp. | Fantasy® Assorted Colors, Case of 1,000                 | Sensitive lubricated latex condoms with assorted colors   |  | L6829C       | L6829C                         | Case         | 1000                      | \$52.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Flavored              | Global Protection Corp. | Trustex® Assorted Flavors, Case of 1,000                | Premium lubricated latex condoms with assorted flavors  |  | L8050C       | L8050C                         | Case         | 1000                      | \$75.00                               | No change     |                                     |  |  |  |  |  |
| Condoms, Male                            | Flavored              | Global Protection Corp. | Trustex® Assorted Flavors Non-Lubricated, Case of 1,000 | Premium non-lubricated latex condoms with assorted flavors  |  | L8750C       | L8750C                         | Case         | 1000                      | \$61.00                               | No change     |                                     |  |  |  |  |  |

Exhibit 1

|               |                  |                         |   |   |              |              |      |      |                                      |                               |  |  |
|---------------|------------------|-------------------------|---|---|--------------|--------------|------|------|--------------------------------------|-------------------------------|--|--|
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Natural Condom/Lube Combo, Case of 1,000                           | Each combo includes a Trustex® Natural condom with a water-based lubricant in one package   | L8823LC      | L8823LC      | Case | 1000 | No change                            |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Natural Lubricated, Case of 1,000                                  | Premium lubricated latex condoms with standard shape and reservoir tip  | L8825NIC     | L8825NIC     | Case | 1000 | \$55.00 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Assorted Colors Condom/Lube Combo, Case of 1,000                   | Each combo includes a Trustex® Color condom with a water-based lubricant in one package   | L8828LC      | L8828LC      | Case | 1000 | \$89.00 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Assorted Colors Non-Lubricated, Case of 1,000                      | Premium non-lubricated latex condoms with assorted colors   | L8829AC      | L8829AC      | Case | 1000 | \$55.00 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Assorted Colors, Case of 1,000                                     | Premium lubricated latex condoms with assorted colors   | L8833AC      | L8833AC      | Case | 1000 | \$58.00 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Ribbed & Studded, Case of 1,000                                    | Premium lubricated latex condoms with ribs and studs, tinted blue   | L8835C       | L8835C       | Case | 1000 | \$60.00 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | Trustex® Extra Strength, Case of 1,000                                      | Premium lubricated extra strength latex condoms for added protection  | L8901C       | L8901C       | Case | 1000 | \$58.00 No change                    |                               |  |  |
| Condoms, Male | Extra Large Size | Global Protection Corp. | Trustex® Extra Large, Case of 1,000   | Premium lubricated extra large latex condoms  | L8905C       | L8905C       | Case | 1000 | \$61.00 No change                    |                               |  |  |
| Condoms, Male | Extra Large Size | Global Protection Corp. | Trustex® Extra Large Assorted Colors, Case of 1,000                         | Premium lubricated extra large latex condoms with assorted colors   | L8907C       | L8907C       | Case | 1000 | \$56.00 No change                    |                               |  |  |
| Condoms, Male | Snuggler Fit     | Global Protection Corp. | NUVo® Snuggler Fit, Case of 1,000   | Snuggler fit latex condoms  | NV1001C      | NV1001C      | Case | 1000 | No change                            |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Extra Strong, Case of 1,000   | Extra strong lubricated latex condoms   | NV201C       | NV201C       | Case | 1000 | \$40.25 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Ultrathin, Case of 1,000  | Ultra-thin lubricated latex condoms   | NV301C       | NV301C       | Case | 1000 | \$41.50 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Assorted Colors, Case of 1,000  | Lubricated latex condoms with assorted colors   | NV4001C      | NV4001C      | Case | 1000 | \$47.80 No change                    |                               |  |  |
| Condoms, Male | Extra Large Size | Global Protection Corp. | NUVo® Extra Large, Case of 1,000  | Extra large lubricated latex condoms  | NV401C       | NV401C       | Case | 1000 | \$44.50 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Ribbed & Studded, Case of 1,000                                       | Ribbed and studded latex condoms  | NV5001C      | NV5001C      | Case | 1000 | \$44.75 No change                    |                               |  |  |
| Condoms, Male | Flavored         | Global Protection Corp. | NUVo® Assorted Flavors, Case of 1,000                                       | Lubricated latex condoms with assorted flavors  | NV501C       | NV501C       | Case | 1000 | \$48.00 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Ultrasensitive, Case of 1,000   | Ultra-sensitive latex condoms with extra lubricant  | NV601C       | NV601C       | Case | 1000 | \$45.70 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Studded, Case of 1,000  | Studded lubricated latex condoms  | NV701C       | NV701C       | Case | 1000 | \$40.42 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Ribbed, Case of 1,000   | Ribbed lubricated latex condoms   | NV801C       | NV801C       | Case | 1000 | \$43.75 No change                    |                               |  |  |
| Condoms, Male | Regular Size     | Global Protection Corp. | NUVo® Extra Lubricated, Case of 1,000                                       | Extra-lubricated latex condoms  | NV901C       | NV901C       | Case | 1000 | \$44.50 No change                    |                               |  |  |
| Condoms, Male | Large Size       | Church and Dwight       | Trojan® ENZ, Case of 1,000  | Premium extra-lubricated latex condom   | TEBULK       | TEBULK       | Case | 1000 | \$37.80 No change                    |                               |  |  |
| Condoms, Male | Extra Large Size | Church and Dwight       | Trojan® Magnum, Case of 1,000   | Premium lubricated extra large latex condom   | TMBULK       | TMBULK       | Case | 1000 | \$250.00 No change                   |                               |  |  |
| Educational   | Kits             | Global Protection Corp. | Atlas® Safer Sex Kit, Box of 150  | Each kit contains an assortment of Atlas® condoms, two lubricant packets, and an educational pamphlet   | 10SAM01      | 10SAM01      | Box  | 1    | \$357.00 No change                   |                               |  |  |
| Educational   | Kits             | Global Protection Corp. | ONE® Safer Sex Kit, Box of 150  | Each kit contains an assortment of ONE® condoms with signature round packaging, two lubricant packets, and an educational pamphlet  | 11SAM01      | 11SAM01      | Box  | 1    | \$190.00 No change                   |                               |  |  |
| Educational   | Demonstrators    | Global Protection Corp. | Red Gel Condom Demonstrator   | Red Gel Condom Demonstrator. No returns accepted on demonstrator products.  | L5181        | L5181        | Each | 1    | \$225.00 No change                   |                               |  |  |
| Educational   | Demonstrators    | Global Protection Corp. | Blue Gel Condom Demonstrator  | Blue Gel Condom Demonstrator. No returns accepted on demonstrator products.   | L5182        | L5182        | Each | 1    | \$8.50 Update on product description | Update on product description |  | Update on product description (no return) April 2020         |
| Educational   | Demonstrators    | Global Protection Corp. | Purple Gel Condom Demonstrator  | Purple Gel Condom Demonstrator. No returns accepted on demonstrator products.   | L5183        | L5183        | Each | 1    | \$8.50 Update on product description | Update on product description |  | Update on product description (no return) April 2020         |
| Educational   | Demonstrators    | Global Protection Corp. | Pink Gel Condom Demonstrator  | Pink Gel Condom Demonstrator. No returns accepted on demonstrator products.   | L5184        | L5184        | Each | 1    | \$8.50 Update on product description | Update on product description |  | Update on product description (no return) April 2020         |
| Educational   | Charts           | Global Protection Corp. | Laminated Male Reproductive Anatomy Chart                                   | Laminated Male Reproductive Anatomy Chart   | VR1528L      | VR1528L      | Each | 1    | \$16.00 No change                    |                               |  |  |
| Educational   | Charts           | Global Protection Corp. | Laminated Female Genital Organs Chart                                       | Laminated Female Genital Organs Chart   | VR1532L      | VR1532L      | Each | 1    | \$16.00 No change                    |                               |  |  |
| Educational   | Charts           | Global Protection Corp. | Laminated Birth Control Chart   | Laminated Birth Control Chart   | VR1591L      | VR1591L      | Each | 1    | \$16.00 No change                    |                               |  |  |
| Educational   | Charts           | Global Protection Corp. | Laminated HIV and AIDS Chart  | Laminated HIV and AIDS Chart  | VR1725L      | VR1725L      | Each | 1    | \$16.00 No change                    |                               |  |  |
| Incentives    | Kits             | Global Protection Corp. | ONE® Pride Pack, Case of 12   | This special edition ONE® Pride Pack is a great raffie item for your organization's next pride event. Includes throw beads, condoms, lubricants, and a double vibrating ring  | 11PRIDEKIT-C | 11PRIDEKIT-C | Case | 1    | \$60.00 No change                    |                               |  |  |
| Lubricants    | Water-based      | Global Protection Corp. | ONE® Oasis®, Water-based Lubricant, 3ml, Case of 500                        | Premium ONE® water-based lubricant in 4.5g packets, silky and gentle formulation, paraben and oil free, hydrating, compatible with latex, polyisoprene, and polyurethane condoms  | 11L100C      | 11L100C      | Case | 500  | \$40.00 No change                    |                               |  |  |
| Lubricants    | Water-based      | Global Protection Corp. | ONE® Oasis®, Water-based Lubricant, 4.5g, Case of 1,000                     | Premium ONE® water-based lubricant in 4.5g packets, silky and gentle formulation, paraben and oil free, hydrating, compatible with latex, polyisoprene, and polyurethane condoms  | 11L102C      | 11L102C      | Case | 1000 | \$90.00 No change                    |                               |  |  |
| Lubricants    | Silicone         | Global Protection Corp. | ONE® Move®, Silicone Lubricant, 3ml, Case of 500                            | Premium ONE® long-lasting, oil-free, silicone lubricant in 3ml packets; compatible with latex, polyisoprene, and polyurethane condoms   | 11L200C      | 11L200C      | Case | 500  | \$60.00 No change                    |                               |  |  |
| Lubricants    | Hybrid           | Global Protection Corp. | ONE® Oasis Silk®, Hybrid Lubricant, 3ml, Case of 1,000                      | Premium ONE® hybrid lubricants in 3ml packets, formulated with optimal amounts of both water and silicone to provide the advantages of both experiences; free of glycerin, parabens, and oil; pH-balanced and long-lasting; compatible with latex, polyisoprene, and polyurethane condoms | 11L400C      | 11L400C      | Case | 1000 | \$95.00 No change                    |                               |  |  |
| Lubricants    | Organic          | Global Protection Corp. | Good Clean Love®, Almost Naked Organic Personal Lubricant, 5ml, Case of 500 | Organic personal lubricant packets  | GCL200103    | GCL200103    | Case | 1000 | \$100.00 Price Change                |                               |  | \$110.00 Price Change (increased per manufacture) April 2020 |
| Lubricants    | Water-based      | Global Protection Corp. | Trustex® Assorted Flavors, Water-based Lubricant, 5ml, Case of 1,000        | Assorted flavored water-based lubricants  | L5500C       | L5500C       | Case | 1000 | \$80.00 No change                    |                               |  |  |

Exhibit 1

|               |                  |                         |   |   |          |          |      |      |  |          |           |  |
|---------------|------------------|-------------------------|---|---|----------|----------|------|------|--|----------|-----------|--|
| Oral Dams     | Flavored         | Global Protection Corp. | Satin Assorted Flavored Latex Dams (6"x10"). Box of 100 | Oral dams with assorted flavors and colorful, compact packaging   | LGDMXU   | LGDMXU   | Box  | 100  |  | \$44.00  | No change |  |
| Oral Dams     | Flavored         | Global Protection Corp. | Satin Latex Dams (6"x10"). Bag of 100                   | Assorted latex dams in bags of 100  | LGDMXU-2 | LGDMXU-2 | Bag  | 100  |  | \$44.00  | No change |  |
| Supplies      | Bags             | Global Protection Corp. | Ziplock 3x5 Clear Bags. Pack of 100                     | Ziplock clear resealable bags 3x5   | 020305U  | 020305U  | Pack | 100  |  | \$2.25   | No change |  |
| Supplies      | Bags             | Global Protection Corp. | Ziplock 4x7 Clear Bags. Pack of 100                     | Ziplock clear resealable bags 4x7   | 020407U  | 020407U  | Pack | 100  |  | \$2.75   | No change |  |
| Supplies      | Dispensers       | Global Protection Corp. | Small 14" Condom & Lubricant Dispenser                  | Small 14" Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 600 condoms or lubricants; hardware and instructions included  | BD01     | BD01     | Each | 1    |  | \$95.00  | No change |  |
| Supplies      | Dispensers       | Global Protection Corp. | Large 20" Condom & Lubricant Dispenser                  | Large 20" Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 1,000 condoms or lubricants; hardware and instructions included  | BD02     | BD02     | Each | 1    |  | \$135.00 | No change |  |
| Supplies      | Dispensers       | Global Protection Corp. | Large 20" Dual Condom & Lubricant Dispenser             | Large 20" Dual Condom & Lubricant Wall Mount Dispenser; durable, easy-to-mount, holds up to 500 condoms or lubricants on each side; hardware and instructions included  | BD03     | BD03     | Each | 1    |  | \$150.00 | No change |  |
| Supplies      | Finger Cots      | Global Protection Corp. | Latex Finger Cots, Pack of 144                          | AI-purpose finger protection, pre-rolled for easy application   | R301U    | R301U    | Pack | 144  |  | \$3.15   | No change |  |
| Condoms, Male | Regular Size     | Swell                   | Lifestyle* Ultra Sensitive                              | Lifestyle* Ultra Sensitive lubricated condom  | A5400C   | A5400C   | Case | 1000 |  | \$93.00  | No change |  |
| Condoms, Male | Regular Size     | Swell                   | Lifestyle* Ultra Lubricated                             | Lifestyle* Ultra Lubricated Condom  | A5800C   | A5800C   | Case | 1000 |  | \$93.00  | No change |  |
| Condoms, Male | Non Latex        | Swell                   | Lifestyle* Non-Latex                                    | Lifestyle* Non-latex condom   | A7800C   | A7800C   | Case | 1000 |  | \$360.00 | No change |  |
| Condoms, Male | Non Latex        | Swell                   | Lifestyle* Non-Latex                                    | Lifestyle* Non-latex condom   | A7800U   | A7800U   | Bag  | 250  |  | \$93.00  | No change |  |
| Condoms, Male | Regular Size     | Swell                   | Lifestyle* Ultra-Thin                                   | Lifestyle* Ultra-Thin lubricated condoms  | A6400C   | A6400C   | Case | 1000 |  | \$93.00  | No change |  |
| Condoms, Male | Extra Large Size | Swell                   | Lifestyle* KYNG Extra Large                             | Lifestyle* KYNG large condoms   | A9800C   | A9800C   | Case | 1000 |  | \$93.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Classic Select™ Contest Collection                 | ONE* Condoms Classic Select condoms are straight-walled for a classic fit. Features the Contest Collection condom wrapper designs, which includes a variety of designs from the ONE Design Contest.   | 11000B   | 11000B   | Bowl | 100  |  | \$13.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Classic Select™ Urban Collection                   | ONE* Condoms Classic Select condoms are straight-walled for a classic fit. The Urban Collection features 39 designs that celebrate ethnic diversity and urban themes, curated in partnership with various artists.  | 11000BW  | 11000BW  | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Classic Select™ MSM Collection                     | ONE* Classic Select™ condoms are straight-walled and lubricated for a classic fit. Each case features designs from the new ONE* MSM Collection (previously the Pride Mix). Includes 32 stunning designs ideal for outreach to MSM communities and during Pride events. The collection was curated in partnership with phenomenal artists from across the world who were inspired to use their art to spark conversations about sexual health. | 11000BY  | 11000BY  | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Classic Select™ Artist Collection                  | ONE* Classic Select™ condoms are straight-walled and lubricated for a classic fit. The Artist Collection features 36 new ONE* condom wrapper designs suitable for all audiences and without the ONE* Liners. The collection was curated in partnership with incredibly talented artists from across the world, who were inspired to use their art to spark conversations about sexual health. (Formerly called the ONE* Artist Collection.)   | 11000BZ  | 11000BZ  | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Super Sensitive™ Contest Collection                | ONE* Super Sensitive condoms offer the same strength as standard condoms yet greater sensitivity. ONE* Super Sensitive condoms feature 50% more lubricant than standard condoms. ONE* Contest Collection features 72 unique designs including winners from their Design ONE* Contest. Note: Not all designs may appear in every case.   | 11600B   | 11600B   | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* FlavorWaves™                                       | ONE* Condoms Flavor Waves™ Each bowl contains the following flavors: Bubblegum, Fresh Mint, Banana Split, Island Punch, Mint Chocolate, and Chocolate Strawberry.   | 110200B  | 110200B  | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* VANISH™ Hyperthin®                                 | Closer than ever. An advancement in latex technology. ONE* VANISH™ Hyperthin® Condoms are 35% thinner and made with a softer latex for a more comfortable intimate experience. 35% Thinner than our standard condom. Made with Sensatex™ Advanced Ultra-smooth Latex. Premium lubricated for gliding comfort. Reservoir tip for additional protection. Triple tested for safety and reliability.  | 111300B  | 111300B  | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Mixed Pleasures                                    | ONE* Mixed Pleasures condom bowl offers an assortment of ONE* condoms. Each bowl contains the following 9 styles: Pleasure Dome™, Super Studs™, Tattoo Touch™, Vanish™ Hyperthin®, Color Sensations™, Glowing Pleasures™, Legend XL™, Super Sensitive™, FlavorWaves™, Pleasure Plus™.   | 11010B   | 11010B   | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Color Sensations™                                  | ONE* Color Sensations™ come in 10 amazing colors-Red, Orange, Yellow, Green, Emerald, Aqua, Blue, Lavender, Purple, and Black. Condom wrapper designs are inspired by the vibrant colors in the world around us.  | 11100B   | 11100B   | Bowl | 100  |  | \$14.00  | No change |  |
| Condoms, Male | Regular Size     | Global Protection Cor   | ONE* Pleasure Dome™                                     | ONE* Pleasure Dome™ condoms feature a larger head size that provides more room at the tip to create a larger zone of comfort and pleasure for both partners. Each bowl features the ONE Contest Collection, which includes 72 unique designs including winners from the Design ONE* Contest. Note: Not all designs may appear in every bowl, package or case.   | 11200B   | 11200B   | Bowl | 100  |  | \$14.00  | No change |  |

Exhibit 1

|                     |                  |                      |  |  |          |          |      |      |          |           |  |  |  |
|---------------------|------------------|----------------------|--|--|----------|----------|------|------|----------|-----------|--|--|--|
| Condoms, Male       | Extra Large Size | Global Protection Co | ONE® Legend™ Contest Collection                      | Wider and longer for increased comfort. ONE® Legend™ is bigger at the head and base to provide extra comfort but fits close around the middle to ensure the condom stays in place. The ONE® Contest Collection features 72 unique designs including winners from the Design ONE® Contest. Note: Not all designs may appear in every case of package. | 11-14008 | 11-14008 | Bowl | 100  | \$14.00  | No change |  |  |  |
| Condoms, Male       | Regular Size     | Global Protection Co | ONE® Glowing Pleasures™                              | ONE® Glowing Pleasures™ provides 30 minutes of glowing fun. Glowing Pleasures™ is made from technologically advanced, non-toxic phosphorus pigment between two thin layers of latex. Each Bowl of 100 condoms feature 12 unique wrapper designs. English and Spanish instructions included.  | 11-15008 | 11-15008 | Bowl | 100  | \$14.00  | No change |  |  |  |
| Condoms, Male       | Regular Size     | Global Protection Co | ONE® Pleasure Plus®                                  | Pleasure Plus® is scientifically developed to increase stimulation for both partners and was preferred 8 to 1 over the leading condoms in an Emory University study. Pleasure Plus® features a roomy pouch, internal ribs, reservoir tip, 12 unique wrapper designs. English & Spanish instructions included.  | 14-0008  | 14-0008  | Bowl | 100  | \$14.00  | No change |  |  |  |
| Condoms, Male       | Extra Large Size | Global Protection Co | ONE® Legend™ Urban Collection                        | ONE® Legend™ condoms allow larger-sized men to enjoy themselves while staying protected. An easy-roll, flared shape adds extra comfort. Each case features the new ONE® Urban Collection! The Urban Collection features 39 designs that celebrate ethnic diversity and urban themes, curated in partnership with various artists.                    | 11-2100C | 11-2100C | Case | 1000 | \$75.00  | No change |  |  |  |
| Condoms, Male       | Regular Size     | Mayer Laboratories   | Kimono Thin  | The original Kimono® has a form-fitting shape and is 20% thinner than standard condoms. Lightly lubricated.  | M11000C  | M11000C  | Case | 1000 | \$78.00  | No change |  |  |  |
| Condoms, Male       | Regular Size     | Mayer Laboratories   | Kimono Special                                       | Kimono® Special condoms feature a flared shape for added headroom and a less constricted fit. Lightly lubricated for a natural feeling.  | M11001C  | M11001C  | Case | 1000 | \$78.00  | No change |  |  |  |
| Condoms, Male       | Regular Size     | Mayer Laboratories   | Kimono Microthin                                     | Kimono MicroThin intelligently combines sheer thinness and ultimate strength in a larger size condom. Designed for the discriminating consumer demanding the maximum in feeling. Kimono MicroThin offers a longer shaft and more head room without sacrificing sensibility.  | M5014C   | M5014C   | Case | 1000 | \$100.00 | No change |  |  |  |
| Condoms, Male       | Extra Large Size | Mayer Laboratories   | Kimono Maxx  | Kimono® Maxx features a contoured shape, extra head room, more length and added strength.  | M2014C   | M2014C   | Case | 1000 | \$100.00 | No change |  |  |  |
| Condoms, Male       | Regular Size     | Global Protection Co | Assortment Bulk Condom Sampler                       | Help your clients find a condom they love. This condom sampler mix features a variety of our best selling brands, such as ONE® Condoms, Trustex, and Lifesyles, and could include a variety of styles such as colors, flavors, extra strength, ribbed, studded, extra large, extra lubricated, snugger fit, or ultra thin.                           | BS01C    | BS01C    | Case | 1024 | \$99.00  | No change |  |  |  |
| Condoms, Male       | Extra Large Size | Global Protection Co | Assortment Bulk Condom Sampler – Extra Large Condoms | Help your clients find a condom they love. This condom sampler mix includes a variety of condom brands in their extra large condom styles. Brands featured could include Atlas Extra Large, ONE Legend XL, Lifesyles KYNG, Trustex Extra Large, and Trojan Magnum.   | BS02C    | BS02C    | Case | 1024 | \$129.00 | No change |  |  |  |
| Lubricants          | Waterbased       | Swell                | LifEStyles Personal Lubricant                        | LifEStyles Personal Lubricant; 4.5g foil sachets   | A7000C   | A7000C   | Case | 1000 | \$100.00 | No change |  |  |  |
| Lubricants          | Waterbased       | Mayer Laboratories   | Aqua Lube 3ml foil sachet                            | Aqua Lube® Personal Lubricant is water-based and non staining. 3ml Foil Packs.   | M510253U | M510253U | Bag  | 144  | \$20.16  | No change |  |  |  |
| Pamphlets           | Education        | Global Protection Co | STI Symptoms & Treatments – Educational Pamphlets    | Symptoms and treatment information for a variety of sexually transmitted infections, including Syphilis, Trichomoniasis, Human Papillomavirus (HPV), herpes, Gonorrhea and Chlamydia.  | 11E01U   | 11E01U   | Pack | 100  | \$14.00  | No change |  |  |  |
| Pamphlets           | Education        | Global Protection Co | STI Prevention Guide – Educational Pamphlets         | Information about STI Prevention methods, including male condoms, female condoms and dental dams. Also, contains information encouraging routine STI screening.  | 11E02U   | 11E02U   | Pack | 100  | \$14.00  | No change |  |  |  |
| Pamphlets           | Education        | Global Protection Co | HIV/AIDS Awareness – Educational Pamphlets           | Information about HIV/AIDS, including statistics from the Centers for Disease Control (CDC), includes proper condom use instructions.  | 11E03U   | 11E03U   | Pack | 100  | \$14.00  | No change |  |  |  |
| Pamphlets           | Education        | Global Protection Co | Penis Health Awareness – Educational Pamphlets       | A pamphlet exploring male sexual health topics including cleanliness, grooming, prostate health, erectile dysfunction and STI warning signs. Also includes instructions for performing the testicular self-exam.   | 11E05U   | 11E05U   | Pack | 100  | \$14.00  | No change |  |  |  |
| Pamphlets           | Education        | Global Protection Co | Seniors and Sex – Educational Pamphlets              | Each Seniors and Sex pamphlet includes statistics about sex later in life, as well as information about Sexually Transmitted Infections (STIs), sexual problems, moisturizers and lubricants, sexual therapy and ED treatment. Includes condom use instructions.   | 11E06U   | 11E06U   | Pack | 100  | \$14.00  | No change |  |  |  |
| Education Materials | Specialty        | Global Protection    | World AIDS Day Condom Pops                           | Condom pop featuring the HIV/AIDS awareness ribbon wrapped around the globe, with the text "WORLD AIDS DAY"  | SPU2     | SPU2     | Bags | 50   | \$20.00  | No change |  |  |  |
| Education Materials | Specialty        | Global Protection    | Condoms are Cheaper than Diapers Condom Pops         | Condom pop featuring a design of a crying baby, and the phrase "Condoms are cheaper than diapers." Each pop contains one color condom.   | SPU3     | SPU3     | Bags | 50   | \$20.00  | No change |  |  |  |
| Education Materials | Specialty        | Global Protection    | Red Ribbon Condom Pops                               | Condom pop featuring a red ribbon. Each pop contains one color condom  | SPU4     | SPU4     | Bags | 50   | \$20.00  | No change |  |  |  |
| Education Materials | Specialty        | Global Protection    | Wear Your Rubbers Condom Pops                        | Condom pop featuring a cow in galoshes and the phrase "WEAR YOUR RUBBERS". Each pop contains one color condom.   | SPU5     | SPU5     | Bags | 50   | \$20.00  | No change |  |  |  |
| Education Materials | Specialty        | Global Protection    | Pride Rainbow Condom Pops                            | Condom pop featuring the pride rainbow. Each pop contains one color condom   | SPU6     | SPU6     | Bags | 50   | \$20.00  | No change |  |  |  |
| Education Materials | Specialty        | Global Protection    | Assorted G Rated Condom Keychains                    | Condom keychains with variety of G-Rated designs on front. Each keychain is coin-opened, refillable, and includes one colored condom.  | KPR1     | KPR1     | Bags | 50   | \$55.00  | No change |  |  |  |



Exhibit 1

|                     |              |                         |   |   |         |         |      |                  |                              |           |                              |  |            |
|---------------------|--------------|-------------------------|---|---|---------|---------|------|------------------|------------------------------|-----------|------------------------------|--|------------|
| Education Materials | Specialty    | Global Protection       | Assorted Risque Condom Keyppers             | Condom keychains with variety of Risqué designs on front. Each keychain is coin-operated, refillable, and includes one colored condom.  | KPR3    | KPR2    | Bags | 50               | \$55.00                      | No change |                              |  |            |
| Education Materials | Specialty    | Global Protection       | Assorted Mixed Condom Keyppers              | Assorted Mixed Condom Keyppers  | KPR3    | KPR3    | Bags | 50               | \$55.00                      | No change |                              |  |            |
| Lubricants          | Waterbased   | Global Protection       | ONE Oasis 10ml Resealable Tubes             | A silky smooth, water-based formulation for more enjoyable intimate contact. Product attributes:<br>Made with the finest ingredients<br>Compatible with natural rubber latex, polyisoprene and polyurethane condoms<br>Water-based formula for easy clean up<br>Paraben and oil-free  | 11L104C | 11L104C | Box  | 144              | \$67.00                      | No change |                              |  |            |
| Condoms Male        | Regular Size | Global Protection       | Trustex Assorted Flavors, Bowl of 144       | Trustex® Assorted Flavors come in tasty flavors and scents. Flavors may include Vanilla, Strawberry, Chocolate, Banana, Grape, Cola & Mint.   | L8050B  | L8050B  | Bowl | 144              | \$20.00                      | No change |                              |  |            |
| Condoms Male        | Regular Size | Swell                   | Lifestyles Snuggler Fit Condoms             | A snug fit condom. Anatomically shaped for a closer fit. Made smaller than average so they hug better.  | AS200C  | AS200C  | Case | 1000             | \$93.00                      | No change |                              |  |            |
| Condoms Male        | Regular Size | Global Protection       | ONE®Extreme Ribs                            | Condoms are generously ribbed for maximum stimulation and pleasure.   | 112500C | 112500C | Case | 1000             | \$75.00                      | No change |                              |  |            |
| Condoms Male        | Regular Size | Global Protection       | ONE® Extra Strong                           | ONE® Extra Strong™ features softer, thicker latex for sensitivity & security.   | 112400C | 112400C | Case | 1000             | \$75.00                      | No change |                              |  |            |
| Condoms Male        | Regular Size | Global Protection       | ONE ®tattoo Touch® Bowls                    | ONE® tattoo touch® features a variety of designs inspired by tattoo art.  | 112000B | 112000B | Bowl | 100              | \$15.00                      | No change |                              |  |            |
| Condoms Male        | Regular Size | Global Protection       | ONE Ultrafeel Condom/Lube Combo             | UltraFeel 2-in-1 pack has a condom plus a 2ml water-based lube pouch in the same package. SheerSkin ultra-soft latex. MicroRoll comfort base. Super thin bead at the base for added comfort.<br>TotalGlide technology: Full lubrication on the condom from base to tip. Reservoir tip for additional protection.                            | 112300C | 112300C | Case | 500              | \$71.00                      | No change |                              |  |            |
| Supplies            | Educational  | Global Protection       | Trustex Natural Non Lubricated              | Natural Non Lubricated Condom   | L8829C  | L8829C  | Case | 1000             | \$55.00                      | No change |                              |  |            |
| Supplies            | Educational  | Swell                   | Wooden Condom Demonstrator                  | Wooden phallus for the demonstration of male condoms. Please note: No returns accepted on demonstrator products.  | AS000   | AS000   | Each | 1                | \$8.00                       | No change |                              |  |            |
| Supplies            | Educational  | Global Protection       | Female Pelvic Demonstrator                  | Life-size female model. May be used in lap to simulate position of insertion. Can also be used to demonstrate sponge, cervical cap and female condom use. Instructions included. Please note: No returns accepted on demonstrator products.   | F7CD    | F7CD    | Each | 1                | \$200.00                     | No change |                              |  |            |
| Oral Dams           | Flavored     | Line One                | Lux Assorted Latex Dams (6"x10") Box of 100 | Oral dams with assorted flavors   | LBAU    | LBAU    | Box  | 100              | \$55.00                      | NEW ITEM  | \$55.00 New item to add      |  | April 2020 |
| Condoms             | Specialty    | Global Protection Corp. | Custom Condom Wrappers                      | Custom Condom Foil Wrapper. Silver, Black, Red, White, Gold, Blue or Clear. Call for Pricing Quote and ETA. Examples can be found at <a href="http://www.customcondoms.com">www.customcondoms.com</a> . *Pricing does not include freight.*   | CB      | CB      | Each | Range of options | Varies depending on quantity | NEW ITEM  | Varies depending on quantity |  | April 2020 |
| Supplies            | Specialty    | Global Protection Corp. | Custom Condom Key Chains                    | Custom Condom Key Chain. Coin-operated and refillable. It holds one high-quality condom inside, and features your custom graphic. Condoms are available in assorted colors. Call for Pricing Quote and ETA. Examples can be found at <a href="http://www.customcondoms.com">www.customcondoms.com</a> . *Pricing does not include freight.* | CKP     | CKP     | Each | Range of options | Varies depending on quantity | NEW ITEM  | Varies depending on quantity |  | April 2020 |

**AMENDMENT NO. 11 TO MMCAP INFUSE CONTRACT NO. MMS18015**

THIS AMENDMENT NO. 11 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("**Vendor**").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor entered into MMS18015 on July 1, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 10 on April 28, 2020; together, Original Contract and Amendment 10 will be referred to as "**Agreement**";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

**Modification:**

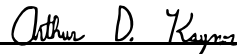
**Revision 1:** Section 1.2 of the Agreement will be revised as follows:

**1.2. Expiration date:** June 30, 2024 2022, or as cancelled pursuant to Section 35. This Contract may be extended upon mutual agreement of the parties.

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

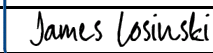
**VENDOR: GLOBAL PROTECTION CORP.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Arthur Kaynor  
Signature:   
Title: Director, Strategic Ops. & Public Sector  
Date: Feb. 22, 2021

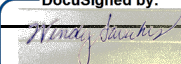
**STATE OF MINNESOTA FOR MMCAP INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: James Losinski  
Signature:   
Date: 0CAAB984AFAD40F5 2/22/2021

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: Wendy Savakes  
Signature:   
Date: BD2D750DDC2A40E 2/23/2021

**AMENDMENT NO. 12 TO MMCAP INFUSE CONTRACT NO. MMS18015**

THIS AMENDMENT NO. 12 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("**Vendor**").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor entered into MMS18015 on July 1, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 10 on April 28, 2020, and Amendment 11 on February 23, 2021; together, Original Contract and Amendments 10 and 11 will be referred to as "**Agreement**";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

**Modification:**

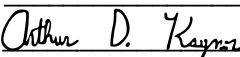
**Revision 1:** Section 1.2 of the Agreement will be revised as follows:

**1.2. Expiration date:** June 30, ~~2022~~ 2023, or as cancelled pursuant to Section 35. This Contract may be extended upon mutual agreement of the parties.

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

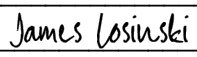
**VENDOR: GLOBAL PROTECTION CORP.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Arthur Kaynor  
Signature:   
Title: Director of Strategic Ops. & Public Sector  
Date: 2.16.22

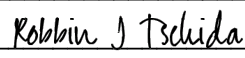
**STATE OF MINNESOTA FOR MMCAP INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 2

Name: DocuSigned by: James Losinski  
Signature:   
Date: 0CAAB984AFAD40F... 2/16/2022

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: Robbin J Tschida  
Signature:   
Date: C081B5019F8B4F8... 2/16/2022

**AMENDMENT NO. 13 TO MMCAP INFUSE CONTRACT NO. MMS18015**

THIS AMENDMENT NO. 13 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("**Vendor**").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor entered into MMS18015 on July 1, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendment 10 on April 28, 2020, and Amendment 12 on February 16, 2022; together, Original Contract and Amendments 10 and 12 will be referred to as "**Agreement**";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

**Modifications:**

**Revision 1:** The following Products will be added to *Attachment A* of the Agreement:

| Product Description              | Contract Price | Manufacturer | Manufacturer Part Number | Packaging | Product Size | SKU/ Vendor Part Number |
|----------------------------------|----------------|--------------|--------------------------|-----------|--------------|-------------------------|
| FC2 Female Condom®, Pack of 100  | \$148.80       | Veru Inc.    | FC2U                     | Pack      | Regular Size | FC2U                    |
| FC2 Female Condom®, Case of 500  | \$700.80       | Veru Inc.    | FC2C-A                   | Case      | Regular Size | FC2C-A                  |
| FC2 Female Condom®, Case of 1000 | \$1,358.00     | Veru Inc.    | 121107                   | Case      | Regular Size | FC2C                    |

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

**[End of Amendment; Signature Page Follows]**

**VENDOR: GLOBAL PROTECTION CORP.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Arthur Kaynor  
Signature: *Arthur D. Kaynor*  
Title: Director, Public Sector & Strategic Ops.  
Date: April 25, 2022

**STATE OF MINNESOTA FOR MMCAP INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: James Losinski  
Signature: *James Losinski*  
Date: 4/26/2022  
DocuSigned by: 0CAAB984AFAD40F...

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Robbin J Tschida  
Signature: *Robbin J Tschida*  
Date: 4/26/2022  
DocuSigned by: C081B5019F8B4F8...

[Signature Page]

**AMENDMENT NO. 12 TO MMCAP INFUSE CONTRACT NO. MMS18015**

THIS AMENDMENT NO. 12 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02210 ("**Vendor**").

**RECITALS**

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**Modification:**

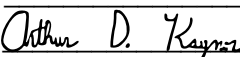
**Revision 1:** Section 1.2 of the Agreement will be revised as follows:

**1.2. Expiration date:** June 30, ~~2022~~ 2023, or as cancelled pursuant to Section 35. This Contract may be extended upon mutual agreement of the parties.

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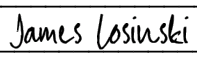
**VENDOR: GLOBAL PROTECTION CORP.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Arthur Kaynor  
Signature:   
Title: Director of Strategic Ops. & Public Sector  
Date: 2.16.22

**STATE OF MINNESOTA FOR MMCAP INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 2

Name: DocuSigned by: James Losinski  
Signature:   
Date: 0CAAB984AFAD40F... 2/16/2022

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: Robbin J Tschida  
Signature:   
Date: C081B5019F8B4F8... 2/16/2022

**AMENDMENT NO. 13 TO MMCAP INFUSE CONTRACT NO. MMS18015**

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**RECITALS**

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| Product Description              | Contract Price | Manufacturer | Manufacturer Part Number | Packaging | Product Size | SKU/ Vendor Part Number |
|----------------------------------|----------------|--------------|--------------------------|-----------|--------------|-------------------------|
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| FC2 Female Condom®, Case of 500  | \$700.80       | Veru Inc.    | FC2C-A                   | Case      | Regular Size | FC2C-A                  |
| FC2 Female Condom®, Case of 1000 | \$1,358.00     | Veru Inc.    | 121107                   | Case      | Regular Size | FC2C                    |

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

**[End of Amendment; Signature Page Follows]**

**VENDOR: GLOBAL PROTECTION CORP.**

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Arthur Kaynor  
Signature: *Arthur D. Kaynor*  
Title: Director, Public Sector & Strategic Ops.  
Date: April 25, 2022

**STATE OF MINNESOTA FOR MMCAP INFUSE**

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: James Losinski  
Signature: *James Losinski*  
Date: 4/26/2022  
DocuSigned by: 0CAAB984AFAD40F...

**COMMISSIONER OF ADMINISTRATION**

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Robbin J Tschida  
Signature: *Robbin J Tschida*  
Date: 4/26/2022  
DocuSigned by: C081B5019F8B4F8...

[Signature Page]