

BioCeuticals Clinical Range – Sale & Supply Policy

The BioCeuticals Clinical product range is a Practitioner-Only, Clinic-Only range, developed specifically to meet the needs of practitioners in private practice.

BioCeuticals Clinical is only available to practitioners who can demonstrate operation of a private clinic space. Retail accounts without a private clinic do not qualify for supply of this range.

BioCeuticals Clinical is not automatically available to existing account holders, or to those opening a new account with BioCeuticals. BioCeuticals Clinical is available through a separate application process to ensure the mandate of strictly private clinic environments is maintained.

BioCeuticals Clinical is open to healthcare professionals in private practice, including: naturopaths, nutritionists, dietitians, herbalists, acupuncturists, traditional Chinese medicine (TCM) practitioners, chiropractors, osteopaths, homeopaths, general practitioners, registered nurses, specialists, physiotherapists and dentists.

BioCeuticals has an authorised distributor network (“**Distributor**”) and for the purposes of this policy, all references to “BioCeuticals” should be read as “BioCeuticals or its Distributor (as applicable)”.

1. Requirements for Supply

- 1.1 Qualified Healthcare Professionals (including Qualified Healthcare Professionals working in a private clinic or health food store) may only apply to order Clinical Products if they can demonstrate they consult from within an approved clinical space.
- 1.2 To be an approved clinical space, the clinical space must allow for private and confidential conversation between the Qualified Healthcare Professional and the patient, as well as confidential case-taking and the recording of notes and recommendations by the Qualified Healthcare Professional. Over-the-counter advice will not satisfy this requirement. Consultations and patient records

should be maintained according to professional standards and rules of conduct to which the individual Qualified Healthcare Professional is bound.

- 1.3 A retailer account with a nominated Qualified Healthcare Professional (“**Retailer**”) may purchase and supply Clinical Products provided the above requirement is met.
- 1.4 The BioCeuticals Clinical range is also available to be sold to patients by accredited college clinics under full time supervision of a Qualified Healthcare Professional.
- 1.5 The Qualified Healthcare Professional listed as the core business practitioner for a private clinic account with the Distributor will be held responsible for all aspects of supply to patients and use of Clinical Products. This includes ensuring payment of accounts to the Distributor, dispensing and compliance with applicable BioCeuticals Policies or the terms and conditions of the Distributor.
- 1.6 BioCeuticals may conduct periodic site inspections, or require additional information, to ensure compliance with the above requirements.

2. Requirements for Dispensing

- 2.1 The Qualified Healthcare Professional or Distributor may affix labels to Clinical Products when dispensing. These labels should be signed and dated by the dispensing Qualified Healthcare Practitioner.
- 2.2 BioCeuticals does not condone the dispensing of Clinical Products on behalf of other practitioners without written consent of the patient’s usual practitioner. In cases where written consent is not obtained from the patient’s practitioner, the acting Qualified Healthcare Professional who wishes to dispense Clinical Products must assume responsibility of the patient’s care and treat as they would any new patient.
- 2.3 The Qualified Healthcare Professional dispensing the Clinical Products (including any dispensing via the BioCeuticals patient ordering system) will take responsibility for any communications with BioCeuticals or its Distributor with regards to faulty products, adverse reactions or similar for which a patient seeks a replacement or refund. Patients are not to contact the Distributor or BioCeuticals directly for these matters.

3. Clinical Product Placement & Advertising

- 3.1 Clinical Products must be kept in a private dispensing area within the clinic, not accessible by the public. If a Clinical Product is within sight of the general public, it must be identified as only being available following a consultation.
- 3.2 Clinical Products must not be advertised or marketed by a Qualified Healthcare Professional or a Retailer without the prior written approval of BioCeuticals,

including any advertising online. To request approval please email BioCMarketing@bioceuticals.com.au. If approval is obtained:

- a) no price may be displayed or referred to in any marketing materials;
and
- b) the following wording must prominently appear on the marketing material:

Australia: “BioCeuticals Clinical products are a practitioner only range of nutritional supplements and complementary medicines which are intended to be recommended and/or dispensed by a Qualified Healthcare Professional. Only patients who have completed a consultation with our Qualified Healthcare Professional may have access to purchase BioCeuticals Clinical products”

New Zealand: “BioCeuticals Clinical products are a practitioner only range of nutritional supplements which are intended to be recommended and/or dispensed by a Qualified Healthcare Professional. Only patients who have completed a consultation with our Qualified Healthcare Professional may have access to purchase BioCeuticals Clinical products”

4. Non-Compliance with these terms

- 4.1 Qualified Healthcare Professionals and Retailers may be subject to periodic review to assess whether these terms, or any other applicable BioCeuticals Policy, is being adhered to. This is an important aspect of BioCeuticals’ commitment to professional and ethical patient care, quality, healthcare and safety.
- 4.2 BioCeuticals may, at its discretion, suspend or cancel the account of a Qualified Healthcare Practitioner or a Retailer at any time. This may occur, for example, for a serious breach of these terms or multiple minor – moderate breaches.
- 4.3 Notwithstanding Section 4.2, a “3 strike rule” applies for minor to moderate breaches of these terms. Any failure to comply with this policy may be determined to be a strike by BioCeuticals, in our reasonable discretion. If we believe you have received a strike, we will notify you via the contact details provided in your Account Application form, describing the circumstances which led to the strike and the reasons for our decision. We may also specify how you must correct the strike and any failure to sufficiently address the strike within any specified time period may be considered a further strike. If a Qualified Healthcare Professional or a Retailer accrues 3 strikes, we may, in our reasonable discretion, either:
 - a) cease supply of BioCeuticals products to the relevant account; or

- b) suspend supply of BioCeuticals products to the relevant account for a period of no less than 12 months.

5. Acceptance of the BioCeuticals Policies

Please confirm that you have read, understood and agree to abide by the BioCeuticals Clinical - Supply & Sale Policy, as well as all other applicable BioCeuticals Policies, by completing the section below and emailing it to bccapprovals@bioceuticals.com.au.

If you are a Retail account holder who has authorised an approved distributor to sell on your behalf, the approved distributor must procure the signature of the Qualified Healthcare Professional associated with the account, and forward the signed policy to the details above.

I, (BUSINESS OWNER)

from (BUSINESS NAME)

and (ACCOUNT NUMBER)

agree to abide by the BioCeuticals Clinical Range - Sale & Supply Policy, as well as all other applicable BioCeuticals Policies (defined above)

Signed:

Date:

I (HEALTHCARE PRACTITIONER),

qualified in (PROFESSIONAL MODALITY)

with (ASSOCIATION NAME)

and: (ASSOCIATION NUMBER)

from (BUSINESS NAME).

agree to abide by all applicable policies as stated above

Signed:

Date:

Last updated: October 2024