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Activated Probiotics® & Activated Therapeutics® Intellectual Property and Sales Policies Agreement

1. Agreed Terms

1.1 This document contains:

- (a) these agreed terms;
- (b) the Activated Probiotics® & Activated Therapeutics® Intellectual Property Policy contained in Schedule 1 and Activated Probiotics & Activated Therapeutics Sales Policy contained in Schedule 2 (together, the **Policies**),

(together the **agreement**).

1.2 The entity or individual who Biome is supplying its Products to (**Buyer**) agrees to be bound by the terms of this agreement, including the Policies.

1.3 This agreement will remain in effect for as long as Biome supplies the Products to the Buyer.

1.4 Biome reserves the right to vary this agreement, including the Policies, at any time, in whole or in part, by giving notice to the Buyer via email as follows (**Variation**).

(a) Where the Variation constitutes a material change to the agreement and/or Policies, Biome will provide the Buyer with 14 days' notice prior to such change taking effect.

(b) All other Variations will be effective from the date of notification.

(c) The Variation will only apply to the provision of Products after the relevant effective date of the Variation.

(d) The continued acceptance of the supply of the Product to the Buyer after the relevant effective date of the Variation will constitute acceptance of the Variation.

2. Consideration

2.1 Biome Australia Limited (ACN 627 364 014) (**Biome** or **Activated Probiotics** or **Activated Therapeutics**) supplies Activated Probiotics & Activated Therapeutics products (the **Product**) to the Buyer and the Buyer agrees to be bound by this agreement in exchange for the Consideration set out below.

2.2 Subject to clause 2.3 below, in exchange for the Buyer agreeing to be bound by, and to comply with, the terms of this agreement, Biome will grant the Buyer access the Activated Probiotics Practitioner Portal (**Portal**), which includes access to Activated Probiotics & Activated Therapeutics educational and training resources (the **Consideration**).

2.3 To access the Activated Probiotics Portal, the Buyer must apply for access via <https://activatedprobiotics.com.au/practitioner-region-selection/>. Access to the Portal is subject to Biome's approval, which Biome may give in its sole discretion (acting reasonably) and is subject to the Buyer signing this agreement.

3. Buyer Obligations

3.1 The Buyer may only supply the Product to a third party if:

(a) Biome has consented to the supply of the Product to such third party; and

(b) the Buyer:

(i) obtains such third party's agreement to comply with the Policies;

(ii) uses best commercial endeavours to ensure that the third party complies with the Policies; and

(iii) notifies Biome immediately if it becomes aware, or suspects, that the third party is not complying with the Policies.

3.2 Biome reserves the right to request that the Buyer ceases supplying the Product to a third party where such third party is not, or Biome reasonably believes that such third party is not, complying with the Policies. The Buyer must immediately comply with such request (subject to any contractual obligations the Buyer has to such third party) and must provide any reasonable evidence requested by Biome of such compliance.

3.3 The Buyer acknowledges that Biome's supply of the Product to the Buyer is conditional upon the Buyer complying with the Policies and the obligations set out in this clause 3.

Executed as an agreement

Executed by an authorised representative of the Buyer:

Signature of authorised representative of
Buyer

Business name

Name of authorised representative of
Buyer

Business email

Date of execution	If applicable (practitioner association and provider number)
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Schedule 1

Activated Probiotics® & Activated Therapeutics® Intellectual Property Policy 2025

This Activated Probiotics® & Activated Therapeutics® Intellectual Property Policy 2025 applies to any individual or party selling or dispensing Activated Probiotics and Activated Therapeutics products (**you** or **your**).

Intellectual Property

Activated Probiotics & Activated Therapeutics retain full control over their intellectual property, brand placement, advertising and marketing.

Activated Probiotics, Activated Therapeutics or their distributors reserve the right to request changes, or removal of brand representation, if it does not fit with its brand positioning.

Activated Probiotics & Activated Therapeutics approval must be obtained for the use of images, text, or logos belonging to Activated Probiotics & Activated Therapeutics and cannot be taken directly from any Activated Probiotics or Activated Therapeutics assets (website, electronic, printed matter, or other).

Use of images, text or logos, to be used on the buyer's website or any other media, including but not limited to printed material, newsletters, e-newsletters, must have written permission granted by the Activated Probiotics & Activated Therapeutics management. Once written permission has been granted, you must strictly abide by the following rules contained in this document. Failing to do so, you assume all responsibility and will be held liable for any claims or statements made about Activated Probiotics & Activated Therapeutics products. Permission can be requested through support@activated.co or Biome Australia management.

The use of all Activated Probiotics and Activated Therapeutics images, logos and other materials supplied by Biome Australia either electronically or printed, must clearly credit the source as being Activated Probiotics and/or Activated Therapeutics and be limited to usage permitted by Biome Australia.

Only Activated Probiotics and Activated Therapeutics product images and product information approved by Biome Australia Marketing may be used for advertising and display purposes. All content regarding the Activated Probiotics and/or Activated Therapeutics brand and products, including but not limited to its graphics, must be checked and approved by Biome Australia management or support@activated.co in writing prior to its release/publication.

Use of images supplied by Activated Probiotics

You may only use images supplied by Biome Australia after gaining written permission from Activated Probiotics or Activated Therapeutics. Permission can be requested through support@activated.co or Biome Australia management.

Images and product information supplied by Activated Probiotics & Activated Therapeutics are only to be used in the manner stated in agreement with Biome Australia.

All images must be in the same format and representation of the original supplied image.

Any images supplied by Activated Probiotics and/or Activated Therapeutics must be accompanied by one of the following as a reference or footnote to the source:

"Image supplied by Activated Probiotics®. 'Activated Probiotics' is a trademark of Biome Australia Trading Pty Ltd. All copyright, trademarks, design rights, and other intellectual property rights for this image are owned by Activated Probiotics Trading Pty Ltd. All such rights are reserved by Activated Probiotics Trading Pty Ltd"

or

"Image supplied by Activated Therapeutics®. 'Activated Therapeutics' is a trademark of Biome Australia Trading Pty Ltd. All copyright, trademarks (registered and unregistered), design rights, and other intellectual property rights for this image are owned by Activated

Therapeutics Trading Pty Ltd. All such rights are reserved by Activated Therapeutics Trading Pty Ltd"

Use of text and/or articles supplied by Activated Probiotics and Activated Therapeutics

All text, articles and stories supplied by Activated Probiotics and Activated Therapeutics remain, at all times, the property of Biome Australia and must reference the source.

Final artwork must be sent back to, and be approved by, Activated Probiotics or Activated Therapeutics management team prior to materials going to print or being published electronically. This includes but is not limited to logos and artwork displayed in any form online, in eNewsletters, in catalogues, on websites or in any printed materials.

Social Media

All promotion of Activated Probiotics and/ or Activated Therapeutics products via social media, must comply with the Activated Probiotics & Activated Therapeutics Sales Policy and Activated Probiotics & Activated Therapeutics Intellectual Property Policy.

Activated Probiotics and Activated Therapeutics product information/education

featured on social media must not link to or contain claims which are outside the listed claims of the product. If any attempt is made to do so, you take full responsibility. You take full responsibility for content featured on your social media and your compliance with (as applicable) the *Competition and Consumer Act 2010 (Cth)* and the *Therapeutic Goods Advertising Code*, or the *Fair Trading Act 1986 (NZ)* the Therapeutic and Health Advertising Code, and any other applicable regulatory requirements. If specific content is required, this can be requested from Biome Australia management, support@activated.co or your practitioner education consultant.

All product information/educational posts are to feature the below wording:

"Activated Probiotics® is a practitioner-only brand. Please speak to your healthcare practitioner for more information"

or

"Activated Therapeutics® is a practitioner-only brand. Please speak to your healthcare practitioner for more information".

Activated Probiotics and Activated Therapeutics products cannot be sold via social media.

Schedule 2

Activated Probiotics® & Activated Therapeutics® Sales Policy 2025

This Activated Probiotics® & Activated Therapeutics® Sales Policy 2025 applies to any individual or party selling or dispensing Activated Probiotics and/or Activated Therapeutics products (**you** or **your**).

Activated Probiotics and Activated Therapeutics are condition-specific practitioner-only ranges of products. As a practitioner-only range, practitioners prescribing Activated Probiotics and/or Activated Therapeutics consult and engage directly with patients and thereby promote improved patient outcomes and protect the standard of practice within the natural medicine industry. This policy is in alignment with Activated Probiotics and Activated Therapeutics values of education, innovation, trust and transparency.

Definition of a health professional:

Activated Probiotics and Activated Therapeutics believes it is important for healthcare to be accessible and equitable for anyone wanting to optimise their health. Therefore, Activated Probiotics & Activated Therapeutics products are available to a range of health professionals who help different people in the community.

In this Policy, health professional shall mean:

- In Australia: a healthcare practitioner listed in section 42AA of the *Therapeutic Goods Act 1989 (Cth)*, which includes AHPRA regulated health professionals such as medical practitioners and pharmacists, as well as naturopaths, nutritionists and other complementary medical practitioners who are members of a professional association listed in Schedule 1 of the Therapeutic Goods Regulations 1990.
- In New Zealand: a health practitioner as defined in section 5(1) of the *Health Practitioners Competence Assurance*

Act 2003 (NZ), which includes health professionals such as medical practitioners and pharmacists, as well as naturopaths, nutritionists and other complementary medical practitioners who are members of a professional association listed in Schedule 2 of that Act or in an order under section 115 of that Act.

As practitioner-only ranges, Activated Probiotics and Activated Therapeutics products can only be kept within dispensaries that are not available for self-selection by patients, which includes pharmacy S3 and private clinic dispensaries, and other areas approved by Biome Australia. Through this, Activated Probiotics and Activated Therapeutics aim is to ensure the Activated Probiotics and Activated Therapeutics products are dispensed alongside individualised health advice by a health professional to facilitate better patient outcomes.

As Activated Probiotics and Activated Therapeutics products are designated practitioner-only, the requirements for working with and dispensing the Activated Probiotics and Activated Therapeutics products are:

- The products must be recommended or dispensed by a qualified health professional as defined above.
- The buyer agrees to position Activated Probiotics and Activated Therapeutics products in a practitioner-only dispensing area at all times. This area is defined as a place that is separated from the front of store retail / general self-selection area, and out of reach of patients.
- Within a non-clinic setting, Activated Probiotics and Activated Therapeutics products must not be accessible for self-selection by patients and must be

dispensed by a qualified health professional.

- Health food stores may not range Activated Probiotics and Activated Therapeutics products, unless Biome Australia has provided its prior written consent and the Activated Probiotics and/or Activated Therapeutics products are kept in a dispensary away from patients.
- No promotional price ticket items may be positioned under or adjacent to any of Activated Probiotics and/or Activated Therapeutics products, including being displayed on the shelf or in printed or online marketing/promotional assets.
- As the ranges are practitioner-only and not for self-selection by patients, consumer-facing advertising of Activated Probiotics and/or Activated Therapeutics products must include a recommendation to speak to a health professional, or a statement to the same effect. This is to ensure patients receive advice from a health professional before purchase.
- Written approval from Biome Australia management must be obtained prior to the use of any advertising or marketing materials promoting products within the range. Approval requests should be sent to support@activated.co or to Biome Australia management.

Activated Probiotics & Activated Therapeutics Online Sales Policy

Subject to the written approval, and at the discretion of Activated Probiotics and Activated Therapeutics, practitioners shall be permitted to sell Activated Probiotics and Activated Therapeutics products directly to their patients on their own e-commerce website providing the following conditions are met:

- Activated Probiotics and Activated Therapeutics products must not be sold online without prior written permission from the company. Any online representation must abide by Activated Probiotics & Activated Therapeutics Intellectual Property Policy (Schedule 1).
- All products must be prescribed and cannot be sold without prior consultation from an Activated

Probiotics and/or Activated Therapeutics account holder.

- The practitioner has signed and agrees to adhere to the Activated Probiotics & Activated Therapeutics Sales Policy and **Activated Probiotics & Activated Therapeutics Intellectual Property Policy**.
- Practitioners/clinics cannot sell Activated Probiotics and Activated Therapeutics products via any third-party e-commerce website.
- Practitioners/clinics are authorised to use the supplied intellectual property of Activated Probiotics and Activated Therapeutics (including, but not limited to, product information, images and logos), on their clinic website, only once approval has been provided by Biome Australia. Approval can be requested through support@activated.co or Biome Australia's management.
- The registration process for patients cannot be automatically approved and must require at least one step of human verification. This can be done online or via an in-person consultation or by an Activated Probiotics and/or Activated Therapeutics approved questionnaire. The questionnaire can be obtained from support@activated.co.
- Product pricing is only allowed to be displayed after a patient log-in/sign-in process.

Lack of compliance

- Activated Probiotics and Activated Therapeutics reserves the right to monitor compliance with this retail trading policy at its discretion.
- If this policy is not adhered to, an Activated Probiotics / Activated Therapeutics representative will discuss this with you and detail the corrective actions required for compliance. Further failures to comply will result in a written letter from Biome Australia advising that you have 7 days to comply.
- Should there be ongoing failures to adhere to this policy and address corrective action requests, Biome Australia reserves the right to suspend or stop your supply of the Activated Probiotics and/or Activated Therapeutics products. Questions

regarding Activated Probiotics and Activated Therapeutics policies or its products are to be directed to the relevant practitioner education consultant or, alternatively, the customer service team by calling (03) 9017 5800 or emailing support@activated.co.

It is always Biome Australia's aim to work with and support you and the above policies are in place to both protect the brand and provide health professionals with reputable premium ranges that can be prescribed with confidence.