

BioCeuticals Range – Supply & Sale Policy

1. General

- 1.1. BioCeuticals and Blackmores Professional (“the **Products**” or “**BioCeuticals products**”) are practitioner-only ranges of nutritional supplements. This policy reinforces that all BioCeuticals and Blackmores Professional products are designated practitioner-only and must only be recommended and/or dispensed by a Qualified Healthcare Professional in Australia and New Zealand. Please see here for a current list of Qualified Healthcare Professional.
- 1.2. This policy serves to outline BioCeuticals’ position in working with all Qualified Healthcare Professionals, including practitioners employed by retailers and working in an approved clinic or retail environment, such as health food stores and pharmacies as well as select online stores.
- 1.3. Please note that BioCeuticals utilises a network of authorised distributors (each a “**Distributor**”) in the operation of our business. For the purposes of this policy, all references to “BioCeuticals” should be read as “BioCeuticals or its Distributor (as applicable)”.
- 1.4. This policy is in addition to the Terms of Service, the Terms of Purchase, the BioCeuticals Clinical Range – Sale & Supply Policy (as relevant) and the Privacy Policy (each as updated from time to time, and collectively, “**the BioCeuticals Policies**”). The BioCeuticals Policies can be found on our website at bioceuticals.com.au (“**Site**”).
- 1.5. In addition to the BioCeuticals Policies, from time to time specific terms and conditions may apply to a particular brand or product, known as Brand Policies. Copies of the Brand Policies are also available on the Site.

2. Account registration

2.1. In order to purchase BioCeuticals Products, you must be a Qualified Healthcare Professional, or a retailer who employs a nominated Qualified Healthcare Professional (“**Retailer**”).

2.2. Before purchasing BioCeuticals Products, you must create an account by either -
For Australia:

- a) completing the online Registration form available [here](#); or
- b) completing a Group Account Application form provided to you by the BioCeuticals Customer Service team or Field Sales team; and

For New Zealand:

- a) via the BioCeuticals New Zealand distributors, Healthcare Logistics or Pacific Health & Fitness; or
- b) by completing a form provided to you by the BioCeuticals Field Sales team.

Your application will be reviewed by BioCeuticals, and you will receive your account details once approved.

2.3. Please note that the online Registration form and the Group Account Application form both require acceptance of the BioCeuticals Policies. Retailers must also provide the details of its nominated Qualified Healthcare Professional (including, for example, Government Accredited Healthcare Related Professional Association details or membership details of a locally accredited healthcare related professional association which has been approved by BioCeuticals).

2.4. It is the responsibility of the Retailer to ensure the details of its nominated Qualified Healthcare Professional remain accurate and current at all times. Retailers must promptly notify BioCeuticals or its Distributor of any changes to its nominated Qualified Healthcare Professional by contacting the allocated BioCeuticals sales representative for the retail store.

3. Dispensing Requirements

3.1. Products must be dispensed by, or under the supervision of, a Qualified Healthcare Professional. Products may not be prescribed or sold by non-qualified staff.

3.2. Consultations and patient records should be maintained in accordance with applicable industry professional standards and rules of conduct to which the individual Qualified Healthcare Professional is ethically bound.

- 3.3. A Qualified Healthcare Professional must only dispense Products to the patient of another Qualified Healthcare Professional with the written consent of the patient's Qualified Healthcare Professional. If prior written consent cannot be obtained, the Qualified Healthcare Professional dispensing the BioCeuticals products must assume responsibility for the patient care.
- 3.4. Certain Products are supplied only as starting materials and/or for extemporaneous compounding and dispensing by an experienced and suitable Qualified Healthcare Professional, being pharmacists, herbalists, nutritionists, naturopaths, practitioners of traditional Chinese medicine or homeopathic practitioners.
- 3.5. Qualified Healthcare Professionals and Retailers must promptly report to BioCeuticals any complaints or reports of an adverse event or problem, defects in mail to: advisory@bioceuticals.com.au the Products, counterfeit products, suspicious or illegal activity or non-compliant advertising. In Australia you can contact: advisory@bioceuticals.com.au or 1300 650 455, and in New Zealand you can contact: advisory@bioceuticals.com.au or Tollfree 0508 006 823.

4. Pricing and Stock Placement

- 4.1. Retailers or Qualified Healthcare Professionals are responsible for setting the price of the Products sold by them to patients, and any recommended retail price (RRP) provided by us in relation to the Products are recommendations only. Under no circumstances may promotional ticketing apply to a Product.
- 4.2. Under no circumstances should the Products be accessible by the general public on retail shelves. Retailers and/or Qualified Healthcare Professionals agree to position Products in accordance with the following guidelines:
- a) In retail stores, in a practitioner-only dispensing area, which is separate to the front of store retail supplement area.
 - b) In a pharmacy, the dispensary S3 or S4 areas, or a dedicated naturopathic dispensary within a pharmacy, under direct supervision of an in-store Qualified Healthcare Professional.
 - c) In health food stores, a clinic area, storage area, behind the counter, or in a dedicated naturopathic dispensary under direct supervision by an in-store Qualified Healthcare Professional.
- 4.3. In addition to the above, the Products must not be positioned adjacent to or near any visibly similar products.

- 4.4. Products may be stored in a Practitioner Prescribing Unit (“**PPU**”) supplied by BioCeuticals. The PPU must be kept locked, and must only display BioCeuticals products. The PPU must also be under the supervision of the Qualified Healthcare Professional in an acceptable area (as outlined in Section 4.2) at all times. Any alternative placement must be approved by BioCeuticals or its Distributor.
- 4.5. Products requiring refrigeration must be placed either in a BioCeuticals branded refrigerator, or an unbranded refrigerator behind the dispensing counter. If the refrigerator is visible to consumers, the BioCeuticals removable refrigerator sticker must be noticeably displayed over the Products. The refrigerator must be under the direct supervision of the in-store Qualified Healthcare Professional. Any alternative placement must be approved by BioCeuticals or its Distributor.
- 4.6. Use of the BioCeuticals PPU and refrigerator are subject to the specific BioCeuticals PPU and refrigerator terms and conditions of use, which will be provided to you at the time of purchase.
- 4.7. To help ensure the quality and efficacy of Products, the transfer of stock between retail outlets is not permitted.

5. Online Sales – Additional Requirements

- 5.1. Products may be purchased online via the website of a Qualified Healthcare Professional or a Retailer. If Products are available via a Retailer’s website, its nominated Qualified Healthcare Professional remains responsible.
- 5.2. Prior to selling Products online, the Qualified Healthcare Professional or Retailer must advise BioCeuticals of the website URL or social media account name (either in the Account Application or updated at a later stage), for approval by BioCeuticals.
- 5.3. It must be clear on the website that patients purchasing Products online must firstly have a consultation (in person or virtual) with the Qualified Healthcare Professional. It is recommended that the following wording appear on the website where the Products are displayed: “BioCeuticals is a practitioner-only brand. Only patients who have completed an online questionnaire or consultation with us may have access to purchase BioCeuticals products on this site”.
- 5.4. The online sale and consultation process, including the form and content of any health questionnaires used for consultation purposes by a Qualified Healthcare Professional, must be reviewed and approved by BioCeuticals. We otherwise recommend that consultations and patient records are maintained according to

professional standards to which the nominated Qualified Healthcare Professional is ethically bound.

5.5. Under no circumstances are Products to be displayed or resold on auction websites.

6. Marketing and Social Media

- 6.1. BioCeuticals provides access to a product content platform for all Retailers and Qualified Healthcare Professionals, which contains pre-approved BioCeuticals intellectual property and brand elements for use by Retailers and / or Qualified Healthcare Professionals ("**Pre-approved Assets**"). This platform includes assets such as marketing collateral, product information and educational content associated with the Products which may be used online or on any other media, including printed brochures, newsletters, e-newsletters.
- 6.2. Access to, and use of, the product content platform must be strictly in accordance with its terms of use.
- 6.3. Any requests for assets which cannot be found on the product content platform must be sent to BioCMarketing@bioceuticals.com.au for approval in advance.
- 6.4. All product information or educational posts must include the following wording:
"BioCeuticals is a practitioner-only brand. Please speak to your Qualified Healthcare Practitioner for more information".
- 6.5. Content featured on the BioCeuticals Social Media platforms may be shared to a business page. Any changes to text or intent are the responsibility of the Retailer or Qualified Healthcare Professional.
- 6.6. The Retailer and/or Qualified Healthcare Professional take full responsibility for content featured on their social media and its compliance with the applicable laws including, without limitation, in Australia the Competition and Consumer Act (Cth) 2010 and the Therapeutic Goods Advertising Code 2021 and in New Zealand, the Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Food Act 2014, the Dietary Supplements Regulations 1985 and any other applicable regulatory requirements.

7. Non-Compliance with these terms

- 7.1. Retailers and Qualified Healthcare Professionals 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.

- 7.2. 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.
- 7.3. Notwithstanding Section 7.2, 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.
- 7.4. If you believe that at any point that any BioCeuticals Policy, has been breached by a Qualified Healthcare Professional or a Retailer, please either complete the “[Breach Notification Form](#)” available on our website and email it to us at biocmarketing@bioceuticals.com.au, or email details directly to us at the same address. We will review the situation and take appropriate action. If you believe there is an issue regarding the sale of non-BioCeuticals products, the sale of practitioner-only products by unqualified practitioners or unprofessional conduct related to the sale of practitioner-only products, please contact the relevant professional association. A list of the professional associations that BioCeuticals recognises can be found [here](#).
- 7.5. BioCeuticals reserves the right to contact relevant Government Accredited Healthcare Related Professional Associations in relation to any issues involving the BioCeuticals brand, products or reputation and any suspected breaches of the BioCeuticals Policies.

8. Acceptance of Policies

In New Zealand, this policy is intended to be enforceable by each of BioCeuticals and an Authorised Distributor for their benefit under section 12 of the Contract and Commercial Law Act 2017, notwithstanding that BioCeuticals and the Authorised Distributors have not signed this policy.



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BioCeuticals Clinical Range – Supply & Sale 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 – Supply & Sale 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: / /