

Supply and Distribution Policy

This **Supply and Distribution Policy** outlines the terms of supply and distribution of Bioclinic Naturals product. Bioclinic Naturals is dedicated to the thriving future of natural medicine by uplifting and adding value to the practitioner-only industry in Australia. We understand the importance to practitioners of brands maintaining practitioner-only exclusivity. As such we are committed to supplying product exclusively to health care practitioners operating within a clinic setting.

Our policy is to provide product only to those health care practitioners who qualify for a Bioclinic Naturals account based on meeting the criteria outlined in this policy. Bioclinic Naturals reserve the right to update this policy at any time without notice. Bioclinic Naturals reserves the right to refuse the supply of product if any of the terms in this policy are deemed to have been breached.

Practitioners wishing to purchase and supply Bioclinic Naturals product must:

1. Operate within a clinic setting, without retail frontage.
2. Provide evidence of current membership to an approved industry association.
3. Pass an in-clinic assessment to approve the clinic space in accordance with the requirements set out in this policy.
4. Provide photographs of the clinic space.
5. Complete and submit the Account Application Form for direct accounts.
6. Read and sign this **Supply and Distribution Policy**.
7. Read and acknowledge the **Terms and Conditions of Sale**.

To support continued growth within the practitioner-only environment Bioclinic Naturals will at it's discretion supply products to natural medicine students at years 3 and/or 4 of study.

Students wishing to apply for a Bioclinic Naturals student account must:

8. Be enrolled in years 3 and/or 4 of study of natural medicine and provide proof of 3rd or 4th year enrolment.
9. Provide a copy of their current Student ID.
10. Agree to purchase the products for personal use only.
11. Complete and submit the Account Application form for direct accounts.
12. Read and sign this **Supply and Distribution Policy**.
13. Read and acknowledge the **Terms and Conditions of Sale**.

In-clinic supply conditions:

14. All Bioclinic Naturals products must be kept in non-self-selecting dispensaries. All products must be prescribed and cannot be sold without prior consultation from a Bioclinic Naturals account holder.
15. Repeat product purchases are allowed only after the verification of the prescription from a Bioclinic Naturals account holder.
16. Practitioners listed as the key/owner practitioner on the Account Application Form will be held responsible for ensuring standard **Terms and Conditions of Sale** are being met.

Online supply conditions:

17. Bioclinic Naturals supports practitioners selling products online to their patients. Subject to the written approval, and at the discretion of Bioclinic Naturals, practitioners shall be permitted to sell Bioclinic Naturals products directly to their patients on their own e-commerce website providing the following conditions are met:
 - a) All products must be prescribed and cannot be sold without prior consultation from a Bioclinic Naturals account holder.
 - b) The practitioner has signed and agrees to adhere to the **Supply and Distribution Policy**.
 - c) Practitioners/clinics are the website domain owner and shall maintain control over, and responsibility for all e-commerce transactions on their own e-commerce website(s).
 - d) E-commerce website(s) shall not be co-branded with any third-party marks, insignia or branding.
 - e) Practitioners/clinics cannot sell Bioclinic Naturals products via any third-party e-commerce website.
 - f) Practitioners/clinics are authorised to use the supplied intellectual property of Bioclinic Naturals (including, but not limited to, product information and images, flyers and other educational materials), on their online portal, but only if such intellectual property was supplied by Bioclinic Naturals staff following acknowledgement and agreement to the **Intellectual Property Policy**. Use of such material does not constitute a transfer of Intellectual Property (IP) ownership in any way.
 - g) Bioclinic Naturals will allow the use of logo, product images, product name and available sizes as well as list of active ingredients to be displayed to the general public without patient registration on the website.
 - h) The registration process for patients cannot be fully automated and must require at least one step of human verification.
 - i) Product pricing is strictly allowed to be displayed only after a patient log-in/sign-in process.
 - j) Practitioner/clinics in violation of this policy shall be required to immediately cease such unauthorised activity. Further, in the event a practitioner/clinic is found to be in violation of this policy Bioclinic Naturals shall instigate a review process, as detailed below and cease any shipment of products to the practitioner/clinic for the duration of such review.

Complaint handling process:

18. Bioclinic Naturals products are only supplied to clinics and individual practitioners who respect and follow the guidance set out in this policy. Any misconduct or breach will initiate an investigation, which in some cases may result in account suspension or termination.
19. Bioclinic Naturals reserves the right to engage any professional or government body in case of breach of this policy or general use of our products.

General conditions:

20. It is the responsibility of a practitioner to ensure communication of all adverse reactions in relation to Bioclinic Naturals products and services to the patient.
21. It is the responsibility of a clinic owner to inform all (if any), practitioners operating from within the same practice and wishing to prescribe Bioclinic Naturals products of the details of this **Supply and Distribution Policy**.
22. Bioclinic Natural products are prohibited from being dispensed on behalf of other practitioners.

Name:

Date:

Business name:

Position:

Signature: