Full selling standards

Compliance with Terms & Conditions

These Selling Standards form part of the conditions on which We supply Products and grant or maintain Accounts.

By applying for, holding or using an Account, each Account Holder agrees to comply with:

1. these Selling Standards;
2. our Terms and Conditions, as published on Our website at www.bioconcepts.com.au/terms-and-conditions;
3. any additional policies published on our website; or requirements notified by us from time to time; and
4. all Applicable Laws.

We may update these Selling Standards from time to time, with updated versions published on our Websites or otherwise notified to Account Holders.

Eligibility

We exclusively supply Orthoplex Products to Complementary Medicine Health Professionals (**CMHP**), Businesses, Retail Stores, and eligible Students who satisfy the requirements set out in these Selling Standards.

Our Account Requirements

To open an Account with Us, an applicant must be a CMHP practicing an Approved Modality, a Business employing CMHPs, or meet the requirements of a Student or a Retail Store.

A CMHP must:

1. Hold a relevant bachelor's degree issued by a Registered Training Organisation or recognised Australian university in respect of an Approved Modality, completed after December 2022 or a relevant qualification in respect of an Approved Modality issued by a Registered Training Organisation prior to December 2022.
2. Be a current certified professional member of a relevant association set out in Schedule 1 of Therapeutic Goods Regulations 1990 or a current registered health professional.
3. Hold Insurance (in the name of the Business, Retail Store or CMHP as the case may be).

A Business may be granted an Account if the application for an Account is accompanied by details of one or more CMHPs that are employed by Business.

Students and Retail Stores who wish to open an Account with Us as subject to additional obligations and restrictions, as described in these Selling Standards.

Any Account Holder must notify Us and the Authorised Distributor (as the case may be) of any material change to its business including in respect of the availability or employment of one or more CMHPs at Business Premises.

International Account applicants and CMHPs holding international qualifications will be evaluated individually on a case-by-case basis.

Consultation with CMHP

A CMHP may only supply Products to a Patient following completion of a Consultation. During or at completion of Consultation, CMHP must provide the Patient with a Script.

Business or CMHP

A Business or CMHP Account Holder acknowledges:

1. The Business or CMHP must always abide with Selling Standards and all Our other policies as provided to Business or CMHP from time to time or published on any of Our Websites.
2. The CMHP or Business will securely maintain all Patient records including any Scripts (or written usage instructions in respect of Products if provided absent Script) including abiding by all Applicable Laws including relevant privacy law obligations in respect of personal or sensitive information concerning Patient.
3. The CMHP must only prescribe Products via Script to their own Patients. If a Patient of another healthcare professional requests a Product from CMHP or Business, CMHP or Business may only dispense same upon receipt of a valid Script.
4. The CMHP must affix a Label on each dispensed Product in accordance with Applicable Laws including those in respect of practitioner-only products. Each Label must include usage instructions for Patient.

Student access and dispensing of Products

1. A Student may apply for an Account if they are currently:
   a. enrolled with a recognised Registered Training Organisation or university;
   b. participating in practical clinical subjects; and
   c. a student member of a relevant association set out in Schedule 1 of Therapeutic Goods Regulations 1990.
2. The Student must provide documentary evidence substantiating the above upon reasonable request by Bio Concepts at any time.
3. Products supplied to a Student are for personal educational use only.
4. A Student must not prescribe, sell, supply or distribute Products except under the direct supervision of a CMHP within a clinical or educational setting compliant with the Selling Standards and Applicable Laws. The supervising CMHP must hold professional insurance which extends to the Student's supervised activities.

Retail Stores

1. Retail Stores are allowed to dispense Products to Patients who provide a valid Script only in paper form or via a CMHP's paper prescription pad. Businesses must not, under any circumstances, dispense Products to Patients based on an electronic or online version of a Script as the Complementary Medicine Patient Ordering Systems are not interconnected and a Business cannot verify whether the Script has been altered.
2. Retail Stores with an attached Consultation Room are allowed to supply Products to Patients after completion of a Consultation. Any walk-in customers to Retail Stores require a Consultation for a CMHP to be able to prescribe Products. Any shop-floor discussions between customer and staff of Retail Store (including a CMHP) does not constitute a Consultation.
3. Retail Stores without a Consultation Room can only dispense Products when a valid Script is provided by the Patient in accordance with clause 1. Retail Stores must retain a copy of the Script relied upon to entitle it to dispense Products to Patients for a period of no less than two years calculated from the date of supply until the final repeat of the Script. On request by Us at all reasonable times, you must provide evidence of compliance with this clause.
4. Retail Stores must ensure that Products are stored securely and are always out of sight and inaccessible to the public, and separated from any retail or over-the-counter goods. Products may only be visible to Patients when they are clearly part of a designated Consultation Room.

Online Product visibility and advertising restrictions

1. An Account Holder must not advertise, market, promote or otherwise make Products available for sale online to the general public (including via any website, third-party platform or social media) without Our prior written consent.
2. Where We provide written consent, online advertising must be limited to Product names and images approved by Us and any additional Product information (including pricing, dosage or therapeutic claims) must only be accessible within password-protected areas restricted to the Account Holder and Patients.
3. Password-protected areas may only be accessed by Patients after a valid Script has been verified by the Account Holder. Access must be limited to the Products prescribed under that Script.
4. Any online system used by an Account Holder must ensure the prescribing CMHP retains control over Patient dispensing, including the ability to amend, cancel or vary Scripts and repeats.
5. An Account Holder must comply with all Applicable Laws in respect of physical and online advertising in respect of the Products.

Your obligations

1. Each Account Holder has sought and obtained independent legal advice in respect of their obligations under Selling Standards and Applicable Laws or agrees to waive any such right.
2. Account Holder's or CMHPs must advise Patients in respect of appropriate steps to take in the event of an adverse reaction to Products.
3. Each Account Holder must immediately report any known **adverse reaction** to any Products to Us (Call 1800 077 113 or email clinicalsupport@bioconcepts.com.au) and otherwise always abide by Applicable Laws.
4. CMHP's must comply with Applicable Laws in respect of prescribing and dispensing Products to Patients which are designed for exclusive use in Extemporaneous Compounding.

Our rights

1. We reserve the right to decline any application for an Account by any CMHP, Business, Retail Store or Student for any reason or require that any application be amended and re-submitted for Our further consideration.
2. We reserve the right to review, audit and assess whether an Account Holder's practice and procedure in respect of Consultation adheres to the Selling Standards, including reviewing Product sales, dispensing history and adherence with Scripts.

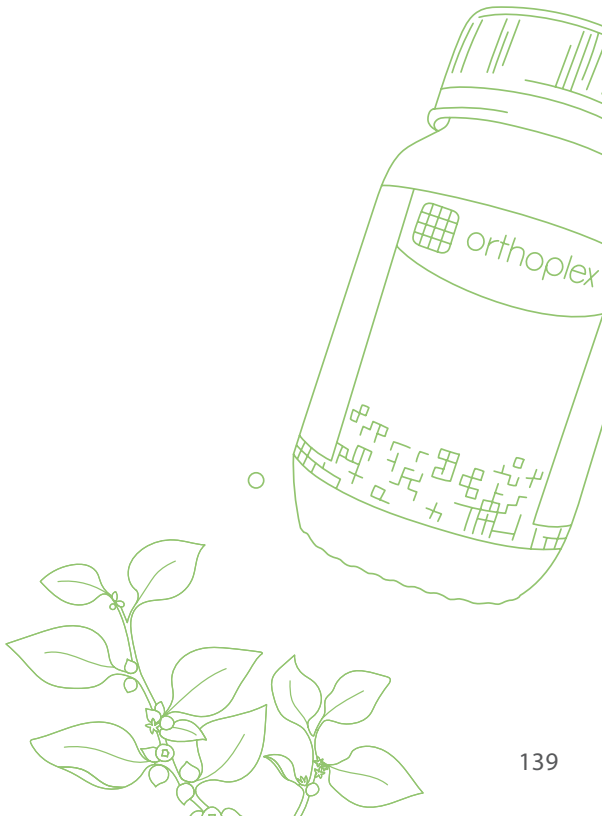
Orthoplex Selling Standards *continued...*

3. We (or the Authorised Distributor) can suspend or terminate the Account of any Account Holder for breaching these Selling Standards without notice. We will, however, provide the relevant Account Holder with a reasonable opportunity to respond in writing to any suspension or termination within 15 Business Days of our notice to suspend or terminate the Account and respond to any such submission in writing within 20 Business Days of receipt of same.
4. We may reactivate any Account (including instructing an Authorised Distributor to reactivate any Account) if We are satisfied that the Account Holder has remedied any breach and confirms they will abide by Selling Standards in the future.

Definitions

Unless the context otherwise suggests and in addition to any terms defined above, capitalised terms shall have the following meaning (with singular including plural and vice versa):

a. **"Account"** means a purchasing account with Us in the name of an Account Holder.
b. **"Account Holder"** means any person or entity approved by Us to hold an Account, including:
   - CMHP;
   - a Retail Store;
   - Student; or
   - Business.
c. **"Applicable Laws"** means all laws, regulations, rules and codes which may apply to the Products in Australia and elsewhere (as the case may be), including in connection with their manufacture, supply, promotion (including advertising and marketing), prescription and sale, and as may be imposed or made by any authority including, but not limited to the Therapeutic Goods Administration (Australia).
d. **"Authorised Distributor"** means a distributor of complementary medicines who is approved by Us to sell Products to any Account Holder and who has agreed to always comply with Selling Standards.
e. **"Approved Modality"** means the following modalities that are approved by Us to dispense Products to Patients in accordance with Selling Standards:
   - Acupuncture
   - Chiropractor
   - Dentist
   - Dietitian
   - Dietitian (sports)
   - Herbalist
   - Medical Doctor
   - Midwife
   - Naturopath
   - Registered Nurse
   - Nutritionist
   - Optometrist
   - Osteopath
   - Podiatrist
   - Pharmacist
   - Physiotherapist
   - Psychologist
   - Traditional Chinese Medicine Practitioner
   - Veterinarian
f. **"Australian Skills Quality Authority"** means the national regulator for Australia's vocational education and training sector.
g. **"Australian Prudential Regulatory Authority"** means an independent statutory authority that supervises institutions across banking, insurance and superannuation, and is accountable to the Australian Parliament.
h. **"Australian Securities and Investments Commission"** means an independent statutory authority who has the function of monitoring and promoting market integrity and consumer protection in relation to the Australian financial system and the payments system.
i. **"Business Premises"** means an Account Holder's business premises whereby Products are sold and distributed to Patients or consumers in accordance with these Selling Standards.
j. **"Business"** means an Australian registered company, partnership or sole trader holding an Australian Business Number (ABN) that, which includes a Retail Store:
   - is owned, directed or operated by one or more CMHPs; or
   - employs or engages one or more CMHPs to provide Consultations at the Business Premises.
k. **"CMHP"** means a complementary medicine health professional of an Approved Modality who meets the requirements and qualifications of s42AA of Therapeutic Goods Act 1989 and/or Schedule 1 of Therapeutic Goods Regulations 1990 (as the case may be).
l. **"Complementary Medicines Patient Ordering Systems"** are digital platforms or websites that allow approved CMHP to prescribe and then upload prescriptions directly into the system, offer direct shipping to the patient, manage and monitor patient orders without the need for a physician clinic dispensary or stock.
m. **"Consultation"** means a consultation between the CMHP, and the Patient held in a Consultation Room either via telehealth, or in person at the Business Premises of the CMHP.
n. **"Consultation Room"** means private, enclosed area that is specifically reserved for Consultations between the CMHP and the Patient, which is out of view of public.
o. **"Extemporaneous Compounding"** means the extemporaneous preparation and supply of a single unit compromising multiple products prepared and prescribed for a specific Patient by a suitably qualified health professional in response to an identified patient need following a consultation.

p. **"Insurance"** means appropriate professional indemnity insurance of no less than $2million (AUD) (on a per claims basis) including in respect to the scope of a CMHP's scope of practice and public liability insurance of no less than $10m (AUD) from a recognised insurer that is licenced/registered with the Australian Prudential Regulatory Authority or Australian Securities and Investments Commission (as the case may be).
q. **"Label"** means written or printed material displayed on or attached to a medicine's container or primary pack which provides required information including:
   - name and contact details of CMHP;
   - Patient's name;
   - date of issue;
   - Product name;
   - dosage and directions for taking (aka usage instructions).
r. **"Patient"** means a patient or client of an Account Holder.
s. **"Retail Stores"** means any pharmacy or retail outlet such as health food stores which are subject to extra limitations in supplying and prescribing Products to Patients, in accordance with these Selling Standards.
t. **"Products"** means complementary medicine products supplied by Us on a practitioner-only basis including but not limited to Products.
u. **"Registered Training Organisation"** for the purpose of Selling Standards means an organisation approved by the Australian Skills Quality Authority or relevant qualification authorities as per laws in other Territories to deliver vocational education and training services in respect of one or more Approved Modalities.
v. **"Script"** means a prescription provided by the CMHP to the Patient which includes:
   - prescribing CMHP's name, clinic name, location, contact details and signature;
   - date of Script issue and Patient details;
   - dosage and directions for Patient's use of each Product;
   - instructions if Patient suffers adverse reaction in respect of any Product;
   - number of repeats, if any, per Product; and
   - Script reference number (if applicable).

   To be clear, a screenshot from Our or Authorised Distributor's patient ordering system does not constitute a valid Script.
w. **"Selling Standards"** means this document which govern Our requirements of any CMHP, Student, Business, or Retail Store that opens Account with Us and becomes an Account Holder.
x. **"Student"** means a person enrolled with a recognised Registered Training Organisation or recognised university undertaking study in an Approved Modality.
y. **"Websites"** means www.bioconcepts.com.au and www.orthoplex.com.au (including as amended from time to time).
z. **"We/Us/Our"** means Bio Concepts Pty Ltd (ACN 010 516 775).