

# New Account Policies

Physician Therapeutics reserves the right to not sell or supply its products to Customers, Providers and Distributors who are not in compliance with Physician Therapeutics' Policies or who are selling or supplying Physician Therapeutics' products to individuals or entities that are not in compliance with Physician Therapeutics' Policies.

## Medical Foods:

According to the U.S. Food and Drug Administration (the "FDA"), a medical food is "...a food which is formulated to be consumed or administered enterally under the supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on recognized scientific principles, are established by medical evaluation." Section 5(b)(3) of the Orphan Drug Act, 21 U.S.C. §360ee(b)(3) (emphasis added).

Accordingly, practitioners selling to end-users who are direct patients of the practitioner may sell Physician Therapeutics' medical foods on Customer-owned or affiliated websites.

## Third-Party Sites:

Physician Therapeutics' policy is for all of its practitioners selling Physician Therapeutics' products on-line to sell only on Customer-owned or Full Blown hosted E-Commerce websites. Physician Therapeutics does not authorize or permit sales of its products on third-party websites (such as Amazon.com, eBay, and similar sites).

Physician Therapeutics reserves the right to not sell or supply products to any practitioner-Customer who sells Physician Therapeutics products on third-party websites.

Physician Therapeutics will pursue the removal of unauthorized listings on third-party sites. Physician Therapeutics expects practitioners selling Physician Therapeutics products to cooperate with requests related to third-party sites and investigatory inquiries.

## Minimum Advertised Pricing:

The Minimum Advertised Price ("MAP") Policy of Physician Therapeutics ("Physician Therapeutics") applies to all of Physician Therapeutics' practitioners selling its products with the Physician Therapeutics logo or name on the label to end-users who are patients of the practitioner. The MAP Policy is for practitioner and requires such practitioner to advertise such products at or above the Minimum Advertised Price of Physician Therapeutics.

Practitioners who have both their own website and a Full blown online store may place a link to their online store on their own website, but may NOT advertise, communicate, or otherwise indicate that discounts may be available.

Practitioners selling directly to end-users may offer discounts privately to their own patients. Physician Therapeutics may, from time to time, offer practitioners the ability to sell specific products at special promotional pricing.

The Minimum Advertised Prices are unilaterally set by Physician Therapeutics and are not open to discussion or negotiation with any practitioner-Customer. Physician Therapeutics neither seeks (nor will it accept) any assurances from a practitioner-Customer that such Customer will not deviate from this MAP Policy.

Physician Therapeutics reserves the right to not sell or supply products to any practitioner-Customer who is affiliated with a website that violates this MAP Policy.

Customer-owned websites/domain names must be registered to the individual or the business name of the practitioner-Customer who is purchasing products from Physician Therapeutics.

Business Partners/Affiliate Programs:

Physician Therapeutics products may not be re-sold or re-distributed by a practitioner to any affiliate or business partner of the Customer without Physician Therapeutics' knowledge and prior written consent, which may be withheld in Physician Therapeutics' sole discretion.

Payments for "click-throughs" or referral fees for the sale of a Physician Therapeutics product are prohibited.

Use of Trademarks:

Customers shall not have the right to affix any of Physician Therapeutics' trademarks to any product or other material, other than in the manner permitted in this Policy. Customers shall not have any ownership right, title, or interest, express or implied, in Physician Therapeutics' trademarks.

Customers may not use Physician Therapeutics trademarks (or copyrighted material) on third-party websites (such as Amazon, eBay, and similar sites). Physician Therapeutics trademarks may be used on social media websites (such as Facebook, Twitter, and similar sites), as long as usage complies with all other aspects of this Policy.

Customers may not use Physician Therapeutics trademarks to purchase online advertising or as key words for paid advertising purposes.

Customers who choose to use Physician Therapeutics trademarks on their websites must do so in a manner that prevents the trademarks from being searchable or "crawled," so as to prevent the website or webpage from appearing in search engine results.

The trademarks are solely and exclusively the property of Physician Therapeutics.

Customers may use the Physician Therapeutics trademarks only in their current form, and in a form, context, and location that is acceptable to Physician Therapeutics. Physician Therapeutics

may review a Customer's website at any time. Physician Therapeutics reserves the right to require a Customer to make changes to the Customer's website to the extent the Customer is using the Physician Therapeutics trademarks in a manner that violates Physician Therapeutics' policies, any applicable FDA or FTC regulations, or any other applicable laws or regulations.

Customers may not use any Physician Therapeutics product names, trademarks or copyrights as part of a URL (Universal Resource Locator), secondary level domain name, key word or file name.

All content included on Physician Therapeutics' websites, including text, graphics, images, video clips, and audio clips, is the property of, or is licensed by, Physician Therapeutics and is protected by U.S. and international copyright laws. A Customer may not use, copy, reproduce, distribute, publish, display, modify, create derivative works, transmit, or in any other way exploit, any part of copyrighted material without obtaining the prior written consent of Physician Therapeutics, which may be withheld in Physician Therapeutics' sole discretion. Content posted on Physician Therapeutics' social media pages may be freely shared or re-posted.

The Physician Therapeutics logo may be used only in the special form supplied by Physician Therapeutics for use on Customer-owned websites; neither the file name nor the name of the image may be changed or modified from the original form supplied by Physician Therapeutics.

#### Disease Claims:

FDA requirements prohibit disease claims from being associated with dietary supplements. In order to protect both practitioner and Physician Therapeutics itself from potential legal liability, Physician Therapeutics dietary supplements may not be displayed or mentioned in association with disease claims. Only claims that appear on the Physician Therapeutics' website ([www.medicalfoods.com](http://www.medicalfoods.com)) may be used. Medical foods must be properly categorized as such. In addition, the dietary supplement disclaimer must NOT be shown on pages displaying only medical foods. Pages showing medical foods must reflect only those medical-food claims shown on the Physician Therapeutics' website.

Product Reviews and Testimonials: For dietary supplements, product reviews and testimonials must be monitored and must not include disease claims. Product reviews and testimonials for medical foods must not contain unapproved medical-food claims and may contain only medical food claims appearing on the Physician Therapeutics' website

#### Miscellaneous:

Physician Therapeutics may, in its sole discretion, revise this Policy at any time. In addition, Physician Therapeutics may, in its sole discretion, terminate a Customer's non-exclusive, limited license to use Physician Therapeutics trademarks or copyrighted materials at any time, upon written notice.

Any failure or delay by Physician Therapeutics in enforcing any provisions of this Policy or any of Physician Therapeutics' rights with respect to any of the trademarks shall in no way be considered a waiver of such provisions or rights and shall not prevent Physician Therapeutics from enforcing the same or other provisions or rights at a later date.

#### Violations of Policy:

Customers who violate this Policy will receive notice from Physician Therapeutics that they are in violation of the Policy. If a Customer fails to bring the Customer's website into compliance, Physician Therapeutics may de-activate the Customer's account, and the Customer will no longer be able to purchase Physician Therapeutics' products. In addition, the Customer will be required to immediately cease all use of Physician Therapeutics' trademarks and copyrighted materials on the Customer's website and on the Internet.

Customers who correct their websites to comply with this Policy should promptly notify Physician Therapeutics. Physician Therapeutics then will review the Customer's website. If Physician Therapeutics determines that the Customer has brought his or her website into compliance, the Customer's account may be re-activated.

Physician Therapeutics has adopted a zero-tolerance approach regarding enforcement of this Policy. Once a Customer has fallen out of compliance with this Policy and has received a notice from Physician Therapeutics, in the event of any subsequent violation, Physician Therapeutics reserves the right to immediately terminate the Customer's account.