

Metagenics Account Registration

**Please complete the enclosed forms
and fax to:**

949-366-2859 California
847-438-9423 Illinois
732-417-1222 New Jersey

With a copy of your:

- Healthcare professional license/certificate.
- Resale/Exemption certificate (we must have a signed tax certificate to avoid charging you tax if tax is applicable in your state).

New Account Form

Type of credit term requested?

Automatic NET 30 UP TO @\$2,500.00 (Higher limit requires Credit Application) Credit Card COD or Electronic Check

Have you had an account with us before? Yes No If yes, list account # _____

Are you applying as an individual or a business? Individual Business

Owner's Signature _____ Print Name _____ Date _____

Billing Information

License Holder's Name _____

Company Name _____

Billing Address _____ Contact Name _____

City _____ State _____ ZIP code _____

Phone _____ FAX _____ Email Address _____

*Note: Fax is sometimes used to broadcast product updates (to be sent during early morning hours). Check here if you DO NOT wish to receive these broadcast fax updates

Office Hours: Mon _____ Tue _____ Wed _____ Thur _____ Fri _____ Sat _____

Shipping Information

Shipping Address _____ Contact Name _____

City _____ State _____ ZIP code _____

Phone _____ FAX _____ Email Address _____

Is this address a Commercial or Residential location? Commercial Residential

Office Hours: Mon _____ Tue _____ Wed _____ Thur _____ Fri _____ Sat _____

Sales Information

How did you hear about Metagenics? _____

What are the top 3 conditions you treat in your practice? _____

What are the most common supplements you recommend or provide to your patients? _____

Please select the areas that you currently treat with nutrition:

Musculoskeletal GI/Detox Blood sugar/cardiovascular Body Composition Hormones
 Stress Neurological Cold and Flu General Wellness

Metagenics Internet Policy

Effective Dates

January 1, 2008 - until further notice

Affected Customers

- U.S. customers
- Customers with Web sites selling to U.S. end-users

Suggested Retail Pricing

The Suggested Retail Pricing Policy of Metagenics, Inc. is for all of its customers selling its professional lines of products on-line to sell such products at or above the suggested retail prices. Any advertisements, discounts, rewards programs, coupons, special offers, sales, promotions, etc. must explicitly state "Not valid on Metagenics' (and BariatrX Essentials) products" and products must check-out at or above suggested retail pricing. Private patients being treated by the practitioner may be given a private patient code to be entered upon checkout to replicate the discount provided to patients in the practitioner's office. This code must not be provided to any customer via broadcast e-mail, must not be shown on the Web site and must not be made available to anyone other than the practitioners' private patients. Reference upon checkout may only be as "patient code"; i.e., any word implying a discount, special, sale, coupon, etc. may not be used.

If a practitioner is found to have e-mailed the code to an e-mail database that includes customers other than private patients, the option to discount to private patients via an online Web site will be revoked. Continued or repeated violations will result in account termination.

Metagenics neither seeks nor will accept any assurances from any customer that it will not deviate from this Suggested Retail Pricing Policy. The suggested retail prices set forth are unilaterally set by Metagenics and are not open to discussion or negotiation with any of its customers.

Metagenics reserves the right not to sell or supply any products to any customer that is affiliated with a Web site that violates this Suggested Retail Pricing Policy. Any reference or inference at all to discounts, price reductions, special call-in pricing, coupons, price-matching policies or any other special promotion or offer on Metagenics products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Customer's account(s).

For customers with Meta-eHealth sites, discounts may be visible only to patients. Visitors who self-register must be provided access only to Metagenics products at Suggested Retail Price. This is in keeping with the availability of discounts which may be offered in practitioners' offices but not available to the general public via the Internet. In other words, Metagenics does not consider it a violation of its policy for practitioners to provide discounts through Meta-eHealth to patients but not if discount visibility is open to non-patients.

Affiliate Programs

Metagenics products may not be offered as part of an affiliate program.

Third-Party Sites

Metagenics policy is for all of its customers selling its products on-line to sell on customer-owned sites only. Metagenics does not authorize or permit sales of its professional lines of products on third-party-facilitated sites (e.g., Amazon.com, eBay, etc.).

Metagenics reserves the right not to sell or supply any products to any customer that is found to be selling Metagenics products on third-party-facilitated sites.

Use of Trademarks

Customer shall not have the right to affix any of the Trademarks to any product or other material conveyed to anyone other than via the Internet in the manner described in this Policy. Customer agrees to use the symbols ™ and ©, as appropriate, when displaying the Trademarks, which is intended to indicate Metagenics' ownership of the Trademarks and shall not be construed as a claim to ownership by Customer. Customer's use of the Trademarks must be accompanied by a statement substantially as follows: "**[Insert the trademark(s)] are trademarks of Metagenics, Inc. and are used with permission.**" Customer must also include on all pages that reflect Metagenics products on Customer's Web site a statement substantially as follows: "**This site is not owned or operated by Metagenics, Inc.**"

Any use of the Trademarks by Customer in accordance with this Policy shall inure to the benefit of Metagenics. The Trademarks are solely and exclusively the property of Metagenics. Customer shall not have any ownership right, title, or interest, express or implied, in the Trademarks. Customer shall not use the Trademarks except in a

form, context, and location that is acceptable to Metagenics. Metagenics may review Customer's Web site at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Metagenics, even if Metagenics has previously approved or accepted Customer's Web site or the material displayed thereon. Metagenics may require Customer to make changes to Customer's Web site at any time to the extent Customer is using the Trademarks in a manner that violates applicable FDA or FTC regulations, any other applicable laws or regulations, or Metagenics policies.

Customer may not use Metagenics product names, trademarks or copyrights as part of a URL (Universal Resource Locator), secondary level domain name, meta-tags, key words or file names.

Private Label Customers

This policy is not intended to replace or supersede the Metagenics Private Label Agreement.

Disease Claims: In an effort to protect you and us from potential legal liability due to the clear requirements of the Food and Drug Administration with regard to disease claims being associated with dietary supplements and medical foods, Metagenics products may not be displayed or mentioned within two clicks of any disease claims. Metagenics may review Customer's Web site at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Metagenics in association with any disease claims, even if Metagenics has previously approved or accepted Customer's Web site or the material displayed thereon. Metagenics may require Customer to make changes to Customer's Web site at any time to the extent Customer is using the Trademarks in a manner that violates applicable FDA or FTC regulations, any other applicable laws or regulations, or Metagenics policies.

Logos

The Metagenics logo may be used only in the special form supplied by Metagenics for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by Metagenics. It may be accompanied by a statement indicating "**I (We) proudly offer [insert Metagenics Company Logo] products.**" No other statements may be affiliated with use of the logo.

Miscellaneous

Metagenics may, in its sole discretion, revise or eliminate this Policy at any time. Metagenics may also terminate Customer's non-exclusive, limited license to use the Trademarks at any time in its sole discretion upon written notice.

Any failure or delay by Metagenics in enforcing any provisions of this Policy or any of Metagenics rights in any of the Trademarks shall in no way be considered a waiver of such provisions or rights and shall in no way prevent Metagenics from enforcing the same at a later date.

Violations of Policy

All Customers who violate this Policy will receive ten (10) days' advance written notice from Metagenics that they are in violation of the Policy and therefore will no longer be able to purchase the Products after the end of the ten (10) day notice period. After the notice period, Customer will no longer be able to purchase the Products and Customer will no longer be authorized to use the Trademarks on Customer's Web site or in any other manner on the Internet. After the notice period, Customer will be required to immediately cease all use of the Trademarks on Customer's Web site or in any other manner on the Internet. Customers that correct their Web site to bring it into compliance with this Policy should promptly notify Metagenics. Metagenics will then review Customer's Web site. If Metagenics determines Customer has brought his or her site into compliance with this Policy, Customer's account will be reactivated so Customer may purchase the Products and use the Trademarks on Customer's Web site in accordance with this Policy. Metagenics has adopted zero-tolerance approach to this policy. Customer acknowledges that upon any subsequent breach of any provision of this Agreement, Metagenics may terminate Customer's account without notice. Once Customer has fallen out of compliance with this policy in any way and has received any written notice from Metagenics, then upon any subsequent breach Metagenics reserves the right to immediately terminate the Customer and require subscription to Meta-eHealth.com in order to continue/maintain any relationship with Customer. In the event that Customer desires to sell Metagenics' products to Customer's patients on the Internet subsequent to termination, then Customer shall be required to subscribe to Meta-eHealth.com. Customer will solely be responsible for all Meta-eHealth.com fees and for the merchant account.

I will adhere to Metagenics' Internet Policy if I decide to sell Metagenics' product on the Internet at anytime in the future.

License Holder's Signature Required

Print Name

Date

Applicant's Signature (if different from License Holder)

Print Name

Date

Uniform Sales & Use Tax Certificate

Multijurisdiction

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on the next page. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued Seller **METAGENICS, INC.**

Metagenics Account # _____

Address **100 AVE LA PATA, SAN CLEMENTE, CA 92673**

Contact Name _____

I certify that _____

Name of Firm _____

Address _____

City _____ State _____ ZIP code _____

is engaged as a registered (please check)

- Wholesaler
 Retailer
 Manufacturer
 Seller (California)
 Lessor (see notes on next page)
 Other (specify) Healthcare practitioner

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business _____

General description of tangible property or taxable services to be purchased from the seller _____

Only enter a state tax exemption number (not a license number)

State	State Registration, Seller's Permit or ID Number of Purchaser	State	State Registration, Seller's Permit or ID Number of Purchaser	State	State Registration, Seller's Permit or ID Number of Purchaser
AL ²		KS		OH ²⁶	
AR		KY ²⁴		OK ¹⁶	
AZ ²²		ME ⁹		PA ²⁷	
CA ³		MD ¹⁰		RI ¹⁷	
CO ¹		MI ¹¹		SC	
CT ⁴		MN ¹²		SD ¹⁸	
DC ⁵		MO ¹³		TN	
FL ²³		NE ¹⁴		TX ¹⁹	
GA ⁶		NV		UT	
HI ^{1,7}		NJ		VT	
ID		NM ^{1,15}		WA ²⁰	
IL ^{1,8}		NC ²⁵		WI ²¹	
IA		ND			

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature _____ Title _____ Date _____

(Owner, Partner or Corporate Officer)

Instructions Regarding Uniform Sales & Use Tax Certificate

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
2. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
3. California:
 - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
4. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and any regulations and administrative pronouncements pertaining to resale certificates.
5. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
6. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
7. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.
8. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch. I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchase fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax. While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.
9. Maine does not have an exemption on sales of property for subsequent lease or rental.
10. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.
11. Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
12. Minnesota:
 - A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
 - B. Allows an exemption for items used only once during production and not used again.
13. Missouri:
 - A. Purchasers who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
 - B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
14. Nebraska: A blanket certificate is valid 3 years from the date of issuance.
15. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:
 - A) this certificate was not issued by the State of New Mexico;
 - B) the buyer is not required to be registered in New Mexico; and
 - C) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.
16. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements that must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-65-7-6 is:
 - A. Sales tax permit information may consist of:
 - (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:
 - (I) Sales tax permit number; and
 - (II) The name and address of the purchaser;
 - B. Statement that the purchaser is engaged in the business of reselling the articles purchased;
 - C. A statement that the articles purchased are purchased for resale;
 - D. The signature of the purchaser or a person authorized to legally bind the purchaser; and
 - E. Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased. Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.
17. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.
18. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
 - A. The service is purchased for or on behalf of a current customer;
 - B. The purchaser of the service does not use the service in any manner; and
 - C. The service is delivered or resold to the customer without any alteration or change.
19. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
20. Washington: Blanket resale certificates must be renewed at intervals not to exceed four years; this certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale." Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.
21. Wisconsin allows this certificate to be used to claim a resale exemption. It does not permit this certificate to be used to claim any other type of exemption.
22. Arizona: This certificate is not valid as an exemption certificate. This certificate is for use when making sales of tangible personal property for resale in the ordinary course of business, pursuant to A.R.S. §42-1328, Burden of proving sales not at retail.
23. Florida: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Florida sales and use tax registration number. A purchaser cannot extend this certificate to sellers for transactions occurring prior to the date of the purchaser's registration in Florida. The effective date of the purchaser's registration in Florida must be noted on the face of the certificate.
24. Kentucky: Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 Good Faith). The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
25. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.
26. Ohio: The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.
27. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.

Tax Exemption Certificate – CA only

(MD, Osteopaths, Dentists and Podiatrists)

I HEREBY CERTIFY that I hold valid medical or dental license number _____
issued pursuant to all applicable state and federal laws. That I am a Physician and Surgeon, Osteopath,
Medical Doctor, Dentist or Podiatrist under provision of Section 6369 of the California Revenue and Taxation Code; I
further certify that all medicines (as defined in the above-cited section of the law) purchased from:

Metagenics, Inc.

Will be used for the treatment of a human being as provided by Regulation 1591 of the California State
Board of Equalization. Because of my professional status, I need no sellers permit, provided I retain
prescription records as specified by the above-cited Regulation. Description of property to be purchased:

Vitamins, dietary supplements, homeopathic or herbal remedies

Firm Name _____ Practitioner's Name _____

Billing Address _____

City _____ State _____ ZIP code _____

Business Phone _____

Practitioner's Signature _____ Date _____

Credit Policy

Credit terms are available to qualified commercial accounts, subject to receipt and approval of a completed Metagenics application form. Our terms are **Net 30** days from the date of invoice. Discounts or other deductions are not allowed without prior approval. Credit accounts who prefer to pay by statement rather than by invoice are asked to remit account balance in full by the 10th of the month following statement date. In the event a customer fails to pay their bill the customer agrees to pay all reasonable costs of collection, including attorney's fees, associated with past due balances. Credit applications may be requested from your customer service representative.

Customer Agreement

WHEREAS, Metagenics values its customers and desires to avoid any and all misunderstandings between them and itself regarding the terms and obligations of orders by its customers; and

WHEREAS, specific acknowledgement of agreement to these terms and obligations should eliminate potential future problems in this regard.

WHEREFORE, Metagenics and the undersigned (hereinafter the "Customer") do hereby agree as follows:

(1) Full payment for each order placed by the Customer or its agents are due within 30 calendar days after the date of the invoice and balances due after said 30th day are PAST DUE. No interest shall accrue during the first 30 days, (net 30 days). A \$25.00 fee will be charged for NSF checks.

(2) All past due balances shall incur and customer agrees to pay a finance charge of 1½% per month on the unpaid balance or portion thereof from and after the invoice date until the unpaid balance is paid in full. This rate equals an 18% ANNUAL PERCENTAGE RATE.

(3) Any discrepancies, shortages, claims, or incorrect shipments shall be reported to Metagenics IMMEDIATELY upon receipt, and in no event, later than 5 calendar days after said receipt. Metagenics shall be responsible for curing said discrepancies only if notified within said 5 calendar day period.

(4) Customer Complaints: Errors, omission, or mistakes made by METAGENICS will be corrected by METAGENICS. We will replace the order or give credit for what has been invoiced and returned to METAGENICS. No credits will be made until the proper authorization has been given by METAGENICS management. Credit will be given at that time for the unopened portion of the original order. METAGENICS shall have no further liability for errors or omissions other than replacement value. In any case, the legal and/or financial liability for errors, omissions or mistakes by METAGENICS shall never exceed the invoice of the order involved.

(5) The person executing this agreement as the Customer represents and warrants that he or she is authorized and empowered to execute this agreement on behalf of or as agent of the Customer.

(6) If any legal action is instituted to enforce any provision of this agreement between parties, the prevailing party shall be entitled to recover its attorney's fees, costs and reasonable expenses incurred in such action.

Applicant Signature (Required)

Print Name

Date

Credit Application for terms greater than \$2,500

Company Name _____

Name of Principal _____ Title _____

Name of Owner _____ Legal Business Name _____

Business Street Address _____

City _____ State _____ ZIP code _____

Business Phone _____ FAX _____ Email Address _____

Type of Ownership _____ Social Security Number _____

Requested Credit Limit _____ Years in Business _____ Date Commenced _____ Years at Address _____

Billing Contact _____ Title _____

Billing Contact Phone _____ FAX _____

Residence Street Address _____

City _____ State _____ ZIP code _____

Residence Phone _____ FAX _____

Is Business Incorporated? Yes No If yes, please provide: State _____ Year _____

Have you, or any business in which you have been a principal, ever filed for protection under bankruptcy law?

Yes No If yes, please provide: State _____ Year _____

The above statements are submitted for the purpose of obtaining credit and are believed to be true, complete and correct. I authorize the release of credit information from all credit reporting agencies that you contact.

Applicant Signature

Print Name

Date

- Standard terms are COD Money Order, Credit Card or Net 30 (upon approval of a signed credit application).
Metagenics, Inc. will also accept a Company check for COD orders, provided favorable credit information is obtained.
- Payment is required at time of receipt for COD orders and at time of order for Credit Card orders.
- Pricing discrepancies must be addressed within 15 days from date of shipment.

- Any shipping discrepancy must be reported within 48 hours from date of receipt.
- Returned checks will be subject to a \$25.00 service charge per check and must be replaced with a money order.
- Metagenics, Inc. reserves the right to withdraw/re-evaluate credit terms and/or credit limits at any time.

Personal Guarantee For further consideration, the undersigned personally guarantees the full performance and compliance by the applicant of all terms and conditions of this credit agreement. In addition, the undersigned also personally guarantees to pay any indebtedness owed to Metagenics, Inc. that may occur as a result of unpaid invoices.

Owner's Signature

Print Name

Date

Frequently Asked Questions (FAQs)

Internet FAQs

Q. Can I offer discounts to existing customers?

A. Metagenics' policy is that discounts on Metagenics' products may only be offered to private patients being treated by the practitioner, not to the general population who may have found the practitioner's Web site on-line.

Q. Can I offer "buy 5, get 5% off" or "orders over \$200 will receive 10% off" type discounts?

A. Such actions would be contrary to Metagenics' retail-pricing policy.

Q. Can I discount BariatrX Essentials products?

A. Such actions would be contrary to Metagenics' retail-pricing policy.

Q. Can I "bundle" three different products together and sell them for less than the Suggested Retail Price?

A. Under Metagenics' policy, bundled product prices must add up to (or be above) the combined Suggested Retail Price of the individual products.

Q. Can I purchase a sponsored ad on a search engine under "Metagenics"?

A. Such actions would not be contrary to Metagenics' policy, provided the ad does not mention the availability of special pricing, sales, discounts, etc.

Q. Can I indicate that I carry Metagenics' products if I don't list the prices and have customers call-in or e-mail me for pricing?

A. Metagenics' policy is that information on the pricing of its products should be listed up front and comply with the Suggested Retail Price portions of this policy.

Q. Can I advertise "behind the scenes" discounts or specials through my e-mail newsletters?

A. Metagenics' policy is that discounts on Metagenics' products may only be offered to private patients being treated by the practitioner, not to the general population who may have found practitioner's Web site on-line.

Q. I offer discounts on my Meta-eHealth site. Can I continue to do this?

A. Discounts published only to and provided only to private patients being treated by you and, therefore, in your private patient group and not to anyone who self-registers or simply views the product catalog would not be contrary to Metagenics' policy.

Q. Can I continue to offer discounts to my patients' family members, referrals, existing customer and/or e-mail subscribers?

A. Such actions would be contrary to Metagenics' policy.

Q. How do I make discounts viewable only to my patient group?

A. In Meta eHealth, first create a private patient group. Next, assign only the patients your office personally consults with to that group. Then, allow discounting or promotions only to that specific group. If you need additional help with this step, please call the Meta eHealth team at **800-692-9400 ext. 3223** for detailed instructions on how to structure your Meta eHealth site to accomplish this.

Q. Can I categorize Metagenics products by the conditions they treat?

A. If the categories do not imply disease claims and imply simply structure/function claims, yes. If they are disease claims such as Cancer Prevention, Insulin Resistance, etc., no. The FDA strictly regulates claims that can be made regarding dietary supplements and medical foods under the Dietary Supplement Health and Education Act of 1994 (DSHEA).

Q. What are the consequences if I fail to abide by Metagenics' retail-pricing policy?

A. Metagenics reserves the right to terminate customers who fail to comply with Metagenics' sales policies on 10 days' written notice.

Q. What is your practitioner-pricing policy?

A. We provide you with a suggested retail price, but you are free to sell products at any price you choose. If you have a website that patients access through a login account and password, you may promote discount prices through the site—as long as those prices are not visible to the general public.

General FAQs

Q. What are the shipping costs?

A. All orders have a fee of \$8.00 - \$9.00, unless you have a minimum order of \$200. All refrigerated items have a \$3.50 per shipment special packaging charge, unless you order 12 bottles.

Q. Am I required to charge taxes on product?

A. Unless we have either a seller's permit or a signed tax exempt form in our files, we are required by law to charge sales taxes to our customers in states where our products are subject to sales and use tax. All tax-related questions should be directed to your tax advisor. Metagenics, Inc. cannot and does not give tax advice. Please note that each state has its own policies, laws, and practices. For our customers' convenience, we have created a link to the tax forms on our home page at www.metagenics.com.

Q. What is your return policy?

A. We accept resalable merchandise returns purchased within the last 90 days. Returns or exchanges after 90 days are subject to a restocking charge of 15%. Merchandise can't be returned without our prior approval. Please call us for a Return Authorization Number. Any claims for shortage or damage must be made within 10 days of receipt of goods. (This policy appears on the back of all invoices.)

Q. What qualifications do you require for me to have an account?

A. We require an active state license in your name (e.g., DC, ND, MD, DDS) or a credential/degree from a nutrition-based college (e.g., a CCN degree from Bastyr or University of Bridgeport). Please contact customer service at 800-692-9400 with any questions.

Q. How long will it take to receive my order?

A. Shipment time depends on your U.S. location—but typically, it takes 2 days. We have warehouses in California, Florida, Utah, Illinois, New Jersey, and Florida.

Q. Do you require a minimum dollar amount for an order?

A. We don't require minimums, but if a practitioner orders a minimum of \$200.00, shipping costs are free.

Q. What is your practitioner-pricing policy?

A. We provide you with a suggested retail price, but you are free to sell products in your office at any price you choose. If you have a website, please see the Metagenics Internet Policy.

Q. How can I contact my sales representative?

A. Call **800-692-9400**. A customer service representative will help you get in contact with the appropriate sales representative.

Q. How can I get more literature and information?

A. Metagenics offers an array of eye-catching, motivating marketing literature you can use to promote our products. Just go to www.metadocs.com. There, you can sign up for an account and get a user name and password. Then, you can access and download literature. If you prefer printed literature, call customer service at **800-692-9400**.

Q. How can I learn more about the Metagenics product line?

A. We offer many convenient, easily accessible ways for you to learn more about our products. We recommend spending time with your functional sales consultant, who is trained on how to support you in your areas of interest. We also have many seminar events throughout the year, and we will notify you about numerous webinars on many topics. You may also view archived webinars at www.metagenics.com/webinars.

Q. Can I sell Metagenics product on my own website?

A. Yes. Link to <http://www.metagenics.com/internet-policy>. Ask for full details about our Internet policy.

Q. Where can I get more Metagenics protocols?

A. We can help you in two ways:

- 1) First, you can reach our clinical services team Monday - Friday, 8:00 a.m. - 5:00 p.m. at **800-692-9400**. This is a group of trained healthcare professionals like yourself, who can supply you with protocols, answer technical questions, and provide technical support. These professionals may also help you with questions such as drug interactions, and help you get optimal patient protocols.
- 2) Secondly, we offer technical clinical guides for different systems within the body. You can order these helpful resources from customer service at **800-692-9400**. These technical guides contain a wealth of information and protocols to support you in treating patients. They include:
 - Blood Sugar Management
 - Gastrointestinal Health
 - Immune Health
 - Men's Health
 - Minor Pain Relief
 - Soft Tissue Health
 - Women's Health