WISEcode™

Non-UPF Verification Program:

Rules & Procedures

Version 1.0 | 16 February 2026

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SECTION 1:

Introduction & Program Objective

1.1 Objective

The WISEcode Non-UPF Verification Program ("the Program") is designed to provide a transparent, science-based, and scalable framework for identifying food products that are free from markers of ultra-processing. By utilizing proprietary software, the Program offers an algorithmic alternative to subjective legacy certifications.

1.2 The Algorithmic Audit Model

Unlike legacy certifications that rely on subjective human auditors and physical site inspections, WISEcode utilizes an Algorithmic Audit. Verification is determined by a deterministic analysis of product formulation data against the WISEcode Non-UPF Standard.

- Role of WISEcode: WISEcode acts as the Standard Setter and the Verification Body.
- Role of the Algorithm: The Algorithm serves as the objective "Technical Administrator," applying rules consistently across all products without bias.

1.3 Scope of Verification (ISO 17029 Alignment)

Verification under this Program is a confirmation of data consistency. It confirms that the product formulation, as represented by the data submitted by the Participant, complies with the Standard. It does not constitute a guarantee of food safety, healthfulness, biological purity, or the absence of undeclared contaminants.

1.4 Verbal Forms and Definitions

- **"Shall" or "Must":** Indicates a mandatory requirement.
- **"May":** Indicates a permission or recommended practice.
- **"Participant":** The entity signing the License Agreement and seeking verification.
- **"Inventory":** Physical products already packaged and/or on retail shelves.

Certain ingredients with credible, significant safety or health concerns (e.g., titanium dioxide, specific dyes, nitrates/nitrites, partially hydrogenated oils) trigger an automatic classification as super-ultra-processed, regardless of the numeric score.

SECTION 2:

Eligibility

2.1 Eligible Products

The Program is open to products sold in The United States, Canada, and Mexico (The "Territory").

- **Retail Consumer Goods:** Packaged food and beverages sold directly to consumers.
- **Wholesale Ingredients:** Raw materials and intermediate mixtures sold to manufacturers.
- **Food Service Items:** Products formulated for restaurant or institutional use.

2.2 Ineligible Products

The following are strictly ineligible for verification:

- Tobacco and nicotine products.
- Controlled substances (federally illegal drugs).
- Pet food and animal feed (unless a specific Standard module is released).
- Supplements or medications.
- Products containing ingredients intended to mimic the pharmacological effects of controlled substances.

2.3 Participant Eligibility

Participants must be the legal owner of the brand or the authorized manufacturer with direct access to the product's full formulation details (the "Master Recipe").

- **Brand Owners:** If a Brand Owner uses a contract manufacturer, the Brand Owner must secure the necessary data rights to submit the formulation.
- **Private Label (Store Brands):** For Private Label products, the Retailer (Brand Owner) must be the signatory on the License Agreement, even if the Contract Manufacturer submits the technical data on their behalf.

Insurance Requirement: Participants must maintain comprehensive general liability insurance (including product liability) with limits reasonable for their size and market presence.

SECTION 3:

The Verification Workflow

3.1 Step 1: Digital Submission

Participants must submit product data via the platform. Submission requires:

- **Full Ingredient List:** Including all sub-ingredients and processing aids.
- **Nutrition Facts Panel:** Standard FDA/USDA data.
- **Standardized Package Codes:** GTIN, UPC, or EAN codes for every retail pack size (required for Market Surveillance).
- **Digital Attestation:** A binding confirmation of data accuracy.

3.2 Step 2: Algorithmic Assessment (The "Scan")

The algorithm analyzes the submission against the WISEcode Non-UPF Standard.

- **Ingredients:** Checked against the "Unique Ingredients of Concern" (Schedule 1 of the Standard).
- **Nutrients:** Scoring weights and penalties applied according to the Standard.

3.3 Step 3: Scoring & Classification

The system returns one of three outcomes:

- **PASS:** The product is classified as Minimal (Level 1), Light (Level 2), or Moderate (Level 3) and contains no Unique Ingredients of Concern (UIC). Product is eligible for verification.
- **FAIL**: Scoring indicates the product is Ultra (Level 4) or Super-Ultra (Level 5).
- **UNVERIFIED:** Data is missing, or the Brand has not attested to accuracy.

3.4 Step 4: Verification Issuance

- Upon a "PASS" result, signing of the attestation, and confirmation of payment, the status in the WISEcode Database flips to "VERIFIED". The Participant is granted a license to the Non-UPF Verified Shield assets.

SECTION 4:

Verification Statuses & Public Display

The Program distinguishes between a product's score and its verification status.

Status	Consumer App Display	Use Of Shield	Meaning
Verified	Blue Shield	YES	Product passed audit; Fees paid; Data attested.
Unverified	Grey Question Mark	NO	Product passes algorithmically, but administrative steps (payment/attestation) are incomplete
Failed	Red X	NO	Product fails the Standard and is scored as UPF
Expired	Grey Question mark	NO	Verification term ended. See “Inventory Sell-Through” for physical goods.

Important: Brands may not use the WISEcode Non-UPF Verified Shield on products that "Pass" the initial scan but have not completed the verification process (Payment + Data Attestation).

SECTION 5:

The Version Lock Guarantee

To provide business stability to Participants, WISEcode employs a Version Lock policy.

5.1 The Guarantee

Once a product is verified against a specific version of the Standard (e.g., v1.0), its Verified status is locked for 12 months from the date of issuance, regardless of changes to the algorithm during that period.

5.2 Standard Updates

If WISEcode updates the Standard (e.g., releases v2.0 banning a new additive) during a Participant's active term:

- The Participant's current verification remains valid until their next renewal date.
- **Mandatory Regulatory Exception:** Notwithstanding the Version Lock, if a change to the Standard is necessitated by a change in law or a federal regulatory ban (e.g., an FDA ban on a specific additive), the Version Lock is voided, and compliance is required immediately according to the law's timeline.

5.3 Renewal Compliance

Upon annual renewal, the product is re-scanned against the then-current Standard. If the product fails the new Standard, it cannot be renewed until reformulated.

SECTION 6:

Maintenance, Renewal & Fees

6.1 Annual Term & Co-Terminus Renewal

Verification is valid for a period of one (1) year.

- Portfolio Synchronization: To simplify billing, Participants with multiple products may opt for "Co-Terminus Renewal." If a new product is added mid-term, its initial fee will be pro-rated so that its renewal date aligns with the Participant's existing portfolio renewal date.

6.2 Automated Renewal Logic

30 days prior to expiration, the Platform will notify the Participant. Renewal requires:

1. Re-Attestation: Confirming the formulation has not changed.
2. Payment: Payment of the annual SKU fee.
3. Re-Analyze: The system automatically checks the data against the current Standard.

6.3 Material Changes

If a Participant changes a product's formulation (recipe) during the term, they must:

- Notify WISEcode immediately.
- Re-Submit the new data for scanning.

Failure to report a formulation change constitutes a material breach and Verification Fraud.

6.4 Change of Control (Mergers & Acquisitions)

If a Participant undergoes a change of control (e.g., is acquired by another company), they must notify WISEcode within 30 days.

- **Verification Transfer:** Verification status does not automatically transfer. WISEcode reserves the right to require re-attestation from the new owner to ensure formulation integrity has been maintained.

6.5 Good Faith Extensions

If a Participant is actively working with WISEcode to complete renewal steps (e.g., resolving a payment error or pending data clarification) but passes the expiration date, WISEcode may grant a 30-day Good Faith Extension. During this period, the product status remains "Verified." This does not apply to products that strictly "Fail" the algorithmic scan.

SECTION 7:

Quality Assurance, Non Conformities & Surveillance

7.1 Digital Attestation & Fraud

The Program relies on the Participant's Digital Attestation—a sworn statement that the data submitted is true. Falsifying data is a breach of contract and indemnifies WISEcode against liability.

7.2 Non-Conformities

Issues identified regarding compliance are categorized as follows:

- Minor Non-Conformity (Administrative): Examples include clerical errors in data entry, missing UPCs, or temporary payment lapses.
  - Remedy: Participant has 30 days to correct the data. Status remains "Verified" during this window.
- Major Non-Conformity (Compliance): Examples include undeclared ingredients, formulation changes resulting in a "Fail" score, or detection of prohibited markers.
  - Remedy: Immediate suspension of "Verified" status. Participant must submit a Corrective Action Plan (CAP) within 7 days.

7.3 Market Surveillance (Spot Checks)

WISEcode reserves the right to conduct Random Market Surveillance.

- **Method:** WISEcode purchases verified products from retail shelves and compares the physical label (ingredients/nutrition) against the Client Data submitted by the Participant.
- **Discrepancy Protocol:** If the physical label lists ingredients not disclosed in the digital submission (e.g., "Red 40" is on the box but was omitted from the data), this is Verification Fraud.
- **Consequence:** Immediate revocation of the Shield and a permanent ban from the Program.

SECTION 8:

Withdrawal, Termination & Inventory Sell-Through

This section governs how the Trademark must be removed when a product leaves the program.

8.1 Voluntary Withdrawal

A Participant may withdraw a product at any time.

- **Sell-Through Period:** The Participant may continue to sell existing Inventory (packaged products already printed with the Shield) for a period of ninety (90) days from the date of withdrawal.
- **Restrictions:** No new packaging may be printed with the Shield after the withdrawal date.

8.2 Termination for Cause

If WISEcode terminates a product due to Fraud or Major Non-Conformity:

- **Sell-Through Period:** The Participant has a maximum of thirty (30) days to cease all use of the Shield.
- **Recall:** In cases of severe fraud or safety concerns, WISEcode reserves the right to demand immediate removal of the Shield from all digital and physical channels.

8.3 Expiration without Renewal

If a product expires and is not renewed:

- Status reverts to "Unverified."
- Participant is granted a **ninety (90) day** sell-through period for existing inventory.

SECTION 9:

Dispute Resolution & Complaints

9.1 Objective Disputes Only

Because the Program is algorithmic, disputes must be based on data errors, not subjective opinions on health.

9.2 The Process

- **Submission:** Participant submits a "Data Ticket" via the Platform, providing evidence (e.g., a Supplier Specification Sheet) proving that the Algorithm misidentified an ingredient.
- **Review:** The WISEcode Science Team reviews the evidence.
- **Resolution:**
  - If Algorithm was wrong: The score is overridden, and the Algorithm is trained to recognize the exception.
  - If Algorithm was right: The dispute is closed. decisions are final.
- **Appeals Window:** Participants may appeal a termination or rejection decision within **thirty (30) days** of the notice.

9.3 Whistleblowers & Third-Party Complaints

External parties (consumers, competitors) may submit complaints regarding a verified product's compliance. WISEcode will investigate credible complaints via the Market Surveillance mechanism.

SECTION 10:

Trademark Usage

Use of the Non-UPF Verified Shield is governed by the Trademark Use Guide.

- **License Required:** Usage is only permitted for products with an active "Verified" status.
- **Private Label Licensing:** For Private Label products, the Retailer (Brand Owner) holds the license. The Contract Manufacturer may not use the Shield on other products unless they hold a separate license.
- **Prohibited Claims:** The Shield may not be used in conjunction with "Healthy" claims unless the product meets the FDA definition of "Healthy." The Shield represents formulation mechanics, not a health outcome. Participants are strictly prohibited from using the Shield in association with claims such as 'Certified Healthy,' 'Chemical Free,' or 'Guarantees Weight Loss'.
- **Territory:** The license is valid only for products sold within the United States, Canada, and Mexico. Use outside this territory requires a separate addendum.