

CONDITIONS OF USE OF THE « NUTRI-SCORE » LOGO

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The latest updates are indicated in the document in blue.

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PREAMBLE

Regulation (EU) no.1169/2011 of 25 October 2011 on the provision of food information to consumers (hereinafter referred to as the “**EU Regulation**”) requires food operators to display mandatory information notices on their products, in order to achieve a high level of health protection for consumers and to guarantee their right to information, by providing consumers with the minimal information required to ensure they can make fully informed decisions and use food safely in compliance with, notably, health, economic, environmental, social and ethical considerations.

Articles 29 et seq. of the EU Regulation lay down the rules for part of this minimal information, namely the mandatory nutrition declaration including information on the nutritional features enabling consumers, including those who have to follow a special diet, to make an informed choice (hereinafter referred to as the “**Declaration**”). In order to facilitate the understanding of this declaration, other forms of expression and presentation or voluntary food information may be provided in addition to the mandatory nutrition declaration pursuant to articles 35 to 37 of the EU Regulation.

The French National Public Health Agency, hereinafter referred to as “**Santé Publique France**”, a public administrative establishment of the French State, responsible in particular for health promotion, has drawn up, on the basis of the work of the French National Institute of Health and Medical Research (Inserm), a signage system meeting the criteria laid down by the EU Regulation. This signage, hereinafter referred to as the “**Logo**”, has been filed as industrial designs and models as well as collective trademarks under the references and in the countries listed in EXHIBIT 3: List of rights, countries and regulators.

Terms and conditions have been drawn up for the use of this Logo in the member States of the European Union, in the States of the European Economic Area and in the other countries which have acknowledged the European intellectual property rights over the Logo (hereinafter referred to as the “**Territories**” of EXHIBIT 3: List of rights, countries and regulators).

These terms and conditions define the persons authorized to use this Logo, the conditions of use of this Logo (including but not limited to the scoring rules and the graphic charter to be respected), the additional terms and conditions applicable on the different Territories, the national supervisory entities which grant rights over the Logo (hereinafter referred to as the “**Regulators**”) as well as the sanctions that may affect non-compliance with said terms and conditions.

If these persons meet the conditions set out in these terms and conditions and comply with them throughout their use of the Logo, several rights of use are automatically granted to them on the Logo by Santé Publique France (and/or the Regulators on the Territories). Operators are informed that Santé Publique France and/or any Regulator may suspend or terminate all or part of the rights of use granted to them on the Logo in one or several Territories under the conditions set out in these terms and conditions.

The first edition of these terms and conditions was approved by Santé Publique France on 12 May 2017. Santé Publique France and the Regulators will ensure the relevance of these terms and conditions with regard to the evolution of the relevant markets, so that the terms and conditions may be updated.

Article 1. DEFINITIONS

1.1 – “**Algorithm**” means the calculation process described in the Specifications used to compute the nutritional score of a Product and to determine its corresponding Classifying Logo. In this respect,

- the “**Original Algorithm**” means the original Algorithm described in the Sub-Exhibit 1-A of the EXHIBIT 1: SPECIFICATIONS, and
- the “**Updated Algorithm**” means the updated Algorithm described in the Sub-Exhibit 1-B of the EXHIBIT 1: Specifications.

1.2 “**Specifications**” means the specifications attached to EXHIBIT 1: SPECIFICATIONS.

1.3 – “**Logo Guidelines**” means the visual guidelines setting out the conditions of use of the Logo, attached to EXHIBIT 2: Logo Guidelines.

1.4 – “**Generic communication**” means the general promotional communication of the Operator that is not specifically aimed at one or more Products.

1.5 – “**Declaration**” means the declaration compliant with articles 30 et seq. of the EU Regulation.

1.6 – “**Application**” means an Operator's application for registration under the Conditions of Use.

1.7 – “**EUIPO**” means the European Union Intellectual Property Office.

1.8– “**Operator**” means any natural or legal person entitled to use the Logo on the Products (as defined below) in application of the Conditions of Use. In this respect,

- the “**Rightsholder**” means the Operator which owns the title or exclusive license on the intellectual property rights on its Source Products, and
- the “**Distributor**” means the Operator which makes any lawful commercial use of its Distributed Products in direct or indirect agreement with their Rightsholder.

A single and unique Operator can be at the same time a Rightsholder for its Source Products and a Distributor for the Distributed Products.

1.9 – “**INPI**” means the National Institute of Intellectual Property of France.

1.10 – “**Logo**” means the “Nutri-Score” signs registered in the Territories and listed in EXHIBIT 3: List of rights, countries and regulators. The Logo consists of:

- 5 logotypes, hereinafter referred to as the “**Classifying Logo**” presenting the 5 product rankings on the nutritional scale, associated with the word “Nutri-Score”, and selecting one of the five letters A-B-C-D-E. *The Classifying Logo shall be determined by using the Original Algorithm or the Updated Algorithm in accordance with the Conditions of Use.* The Classifying Logos are represented as “logos packaging” in the Logo Guidelines.
- A neutral logotype, hereinafter referred to as the “**Neutral Logo**”, developed solely for the purposes of Generic communication, and which includes the nutrition scale, without highlighting a ranking, associated with the word “Nutri-Score”. The Neutral Logo does not select a letter and is reproduced as the “logo communication” in the Logo Guidelines.

1.11 – “**Products**” means all food products on the markets for which a nutrition declaration has been made, regardless of whether the nutrition declaration stems from the mandatory nutrition Declaration or from a voluntary basis as per the EU Regulation. In this respect, “**Source Products**” means the Products identified by a Rightsholder and “**Distributed Products**” means the Products

identified by a Distributor. The Source Products of a Rightsholder can thus be qualified as Distributed Products for a Distributor.

1.12 – “Conditions of Use” means these conditions of use of the Logo and their Exhibits, including the additional terms and conditions applicable on the Territories, to the exclusion of any other document.

1.13 – “EU Regulation” means Regulation (EU) n°1169 /2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers, amending Regulations (EC) n°1924/2006 and (EC) n°1925/2006 of the European Parliament and of the Council and repealing Commission Directive n°87/250/EEC, 1999/10/EC, 2002/67/EC and 2008/5/EC, Council Directive 90/496/EEC, Directive 2000/13/EC of the European Parliament and of the Council and Commission Regulation (EC) No 608/2004.

1.14 – “Regulator” means the national public or private authority which has an exclusive right on the Logo for its Territory, according to which the Regulator can set additional conditions pertaining to the qualifications of the Operator or to the use of the Logo on its Territory. Regulators are listed for each Territory in EXHIBIT 3: List of rights, countries and regulators of the Conditions of Use. Should the Regulator delegate tasks to contracted third parties, this can be seen in EXHIBIT 3 or the respective EXHIBIT for the Territory.

1.15 - “Santé Publique France” means the French National Agency of Public Healthcare, a public administrative body of the French State, represented by its Director General. Santé Publique France is the sole owner of any and all rights and title on the Logo and the competent Regulator for France.

1.16 – “Territory” means the member States of the European Union, the States of the European Economic Area and the other countries acknowledging the European intellectual property rights on the Logo, in which the use of the Logo is subject to the Conditions of Use.

1.17 – “Third-Party Rightsholder” means a rightsholder of intellectual property rights who has not made an Application, and who is therefore not registered under the Conditions of Use.

Article 2. OBJECT AND SCOPE

2.1. Object

The purposes of the Conditions of Use are to define the terms and conditions of use of the Logo by the Rightsholder or by the Distributor according to the categories of Products.

2.2. Acceptance

The Operator wishing to use the Logo in a Territory must file an Application with the competent Regulator for that Territory or, failing that or in the event of an Application covering several Territories, with Santé Publique France, which will forward it to the various Regulators. Only an Operator may affix the Logo in accordance with the terms of use defined below. The submission of an Application implies unreserved acceptance of these Conditions of Use.

Certain exceptional uses of the Logo are provided for in the Conditions of Use for third parties that are not Operators. Any use of the Logo by these third parties constitutes formal acceptance of the conditions of the Conditions of Use.

2.3. Contractual order

The Conditions of Use consists of, in decreasing order of contractual priority, (i) the Conditions of Use, (ii) Exhibits 1 to 3, and (iii) depending on the Territory, the additional conditions applicable to that

Territory as set out in Exhibit 4 et seq. These contractual documents constitute a contractual whole and the entire relationship between the Operator, the Regulator and Santé Publique France, to the exclusion of any other document.

The main purpose of the Territory Exhibits set out in Exhibits 4 et seq. is to provide details on the conditions of application of the Conditions of Use in the Territories. In any event, in the event of contradictions between the Conditions of Use and its Exhibits, the conditions of the Conditions of Use and, in particular, the Community law applicable to the Conditions of Use shall take precedence over the conditions of the Exhibits. In the event of changes to an Exhibit, the latest version of the Exhibit published with the Conditions of Use prevails over the other versions.

Article 3. IDENTIFICATION OF THE LOGO

The "Nutri-Score" Logo was designed by Santé Publique France in compliance with the EU Regulation. It is intended to help the consumer to take into account the nutritional quality of the products he or she buys by ranking the food product in the 5-level nutritional scale, calculated in accordance with the provisions of the Specifications attached to EXHIBIT 1: SPECIFICATIONS of the present Conditions of Use.

It includes 5 Classifying Logos and 1 Neutral Logo.

The Operator acknowledges that (i) Santé Publique France is the full owner of the Logo and the sole holder of the intellectual property rights on the Logo and (ii) the Regulators have an exclusive right on the Logo for their respective Territories. As such, each Regulator has the right to register the Operator's Application and to authorize the use of the Logo by the Operator for the Territory for which it is competent. The right(s) to use the Logo granted under the Conditions of Use does not transfer any ownership rights to the Logo.

Article 4. BENEFICIARIES OF A RIGHT TO USE THE LOGO

4.1. Eligible operators

The use of the Logo is reserved for Operators, individuals or legal entities which are manufacturers and distributors of Products released on the markets of the Territories, subject to compliance with the terms of the Conditions of Use.

Public administrations and institutions of the Territories have a right to use the Logo for the purposes of public actions in the field of healthcare, which do not compete with the use of the Logo on the markets. As an exception to Article 4.2 and 4.3, the relevant public administrations and institutions must make a request for exceptional use by email to the Regulator competent on their Territory prior to any use of the Logo.

Software and applications editors have a right to use the Nutri-Score Logo in order to assist Operators or to inform the public. As an exception to Articles 4.2 and 4.3, the relevant software and application editors must make a request for exceptional use by email to the Regulator competent for their Territory prior to any use of the Logo.

In any event, all Operators and exempted third parties must expressly comply with EXHIBIT 2: Logo Guidelines.

4.2. Procedure for obtaining the right of use for Source Products

The Application made by the Operator shall in particular comply with the additional conditions applicable to the targeted Territory to use the Logo as set in Exhibit 4 et seq. If there is no competent

Regulator for the Territory targeted by the Operator, the Operator may register using the procedure called “*Registration procedure of the operator to obtain the right to use the registered collective trademark Nutri-Score*”:

https://www.demarches-simplifiees.fr/commencer/ns_international_registration_procedure

The same applies if the competent Regulator for the Territory targeted by the Operator has not established its own Application procedure for registration. For the sake of clarity, the use of the above mentioned procedure called “*Registration procedure of the operator to obtain the right to use the registered collective trademark Nutri-Score*” targeting a Territory in which the Regulator has not established its own Application procedure for registration does not undermine the other rights and obligations of such Regulator provided for in these Conditions of Use.

In any case, the Application must include at least the three (3) following elements:

- The identification of the applicant Operator and its activity,
- The detail by categories of the Source Products targeted by the use of the Logo as well as the intellectual property rights the Operator holds on said Source Products, and
- The undertaking to use the Logo on the Territory for all Source Products marketed under the trademark(s) registered as Rightsholder, in compliance with the Conditions of Use.

Each recipient Regulator, provided that the Regulator has established its own Application procedure for registration for its Territory, registers the Application and grants the Operator a right to use the Logo on the Source Products and for its Territory, in compliance with the conditions of the Conditions of Use and of the Exhibit 4 et seq. applicable to the Territories covered by the Application.

4.3. Procedure for obtaining the right of use for Distributed Products

Any Operator who has submitted an Application for registration under article 4.2 above may also benefit, before the same Regulator and in the same Territory, from a restricted license to use the Logo in relation with Distributed Products provided compliance with the following conditions.

This license to use is only extended to Distributed Products provided that the Distributor gives a three-month prior notice to the Rightsholder, and/or any Third Party Rightsholder holding the intellectual property rights on those Distributed Products, of the Distributor’s intention to use the Logo in association with those Distributed Products.

The Distributor undertakes to use the Logo only for the categories of Distributed Products (i) indicated in the prior notices sent to the Rightsholder and/or any Third Party Rightsholder holding the intellectual property rights on those Distributed Products and (ii) which it uses in a commercially lawful manner.

Thus, if other contractual conditions of exploitation and/or distribution of the Distributed Products prevent the Distributor from using the Logo, the license of the Distributor on the Logo shall be deemed null and void for these Distributed Products and the Distributor does not have the rights to use the Logo for these Distributed Products.

The Distributor is solely liable for the prior notice to the Rightsholder or Third-Party Rightsholder holding the intellectual property rights on those Distributed Products and for its consequent use of the Logo, at its own risk and peril. The license to use the Logo in relation with the Distributed Products includes other prerequisites, as listed below and in Exhibit 4 et seq., depending on the Territories.

Following the three-month prior notice of Distributor as per this Article 4.3 of the Conditions of Use, the Rightsholder cannot object to the use by the Distributor of the Logo in relation with the Distributed

Products unless (i) contractual conditions between the Rightsholder and the Distributor provide differently and/or (ii) the Distributor is in violation of these Conditions of Use.

4.4. Change of circumstances affecting the Operator and its right of use

The Operator undertakes to notify the competent Regulator of any change affecting its quality or modifying one of the characteristics declared at the time of registration of its Application.

The right to use the Logo on a Product ceases as of the withdrawal of the Product, whether this withdrawal is voluntarily declared by the Operator when updating the Application or whether it results from the application of Article 12 of the Conditions of Use.

These modifications are registered before the Regulator competent for the Territory, pursuant to the additional conditions applicable to this Territory as set in Exhibit 4 et seq.

It is understood that if the Operator no longer meets the conditions laid down in the Conditions of Use, the right to use the Logo is terminated in accordance with article 12.2 of the Conditions of Use.

Article 5. LICENSE TO USE THE LOGO

The right to use the Logo granted by a Regulator for a Territory must comply with the conditions of this Article 5 as part of a full performance obligation. Any violation by the Operator may result into the partial or total termination of the right(s) of use granted to the Operator on the Logo, in application of Article 12 of the Conditions of Use.

5.1. License to use the Logo on Source Products

Regulator grants the Rightsholder the right to use the Logo on its Source Products for a Territory, from the receipt of the Application:

- primarily, to be affixed on Source Products in accordance with the conditions of Article 6.1.
- collaterally, for the purposes of Generic communication or promotional communication regarding a Source Product in accordance with the conditions of Article 7.

The use of the Logo for the purposes of Generic communication or promotional communication on a Source Product is only granted insofar as the Operator uses the Logo primarily on the Source Products, according to the methods and implementation deadlines provided for in the Conditions of Use. Under no circumstances shall the Operator be authorized to use the Logo solely for the purpose of communicating on or promoting the Source Products.

5.2. Rights to use the Logo in relation with the Distributed Products

The right to use the Logo in relation with the Distributed Products is granted by the Regulator to the Distributor on a Territory, from the expiry of a three-month time period from the receipt of appropriate prior notices and provided that the Distributor makes a lawful commercial use of the Logo in accordance with its rights over the Distributed Products:

- primarily, to be used in relation with the Distributed Products (without affixing the Logo on the Distributed Products themselves), provided compliance with (i) the intellectual property rights of the Rightsholder and/or Third-Party Rightsholder and (ii) the conditions of Article 6.2 ;
- collaterally, for the purposes of Generic communication or promotional communication on a Distributed Product in accordance with the conditions of Article 7.

The right to use the Logo for the purposes of Generic communication or promotional communication on a Distributed Product is only granted to the extent that the Distributor uses the Logo primarily in connection with the Distributed Products and according to the terms and implementation deadlines provided for in the Conditions of Use. Under no circumstances shall the Distributor be authorized (i) to use the Logo solely to communicate on or promote the Distributed Products or (ii) to use the Logo for Distributed Products as long as the time period from the receipt of the prior notices has not expired.

5.3. Non-exclusivity

The Conditions of Use do not give any exclusive right to use the Logo to the benefit of the Operator.

5.4. Personal licenses

The right(s) to use the Logo is strictly personal. Under no circumstances may it be transferred or transmitted by any means whatsoever.

5.5. Financial conditions

The right(s) to use the Logo is granted to the Operator free of charge.

Article 6. CONDITIONS OF USE OF THE CLASSIFYING LOGO

6.1. Specific conditions for Source Products

6.1.1 Scope of application

If the Rightsholder decides to use the Classifying Logo on one or more of its trademarks in application of article 5.1 of the Conditions of Use, the Operator must use it on all the categories of Products that it markets under his trademarks registered to the Conditions of Use.

The Operator enjoys a 24-month time period from the date of its registration to the Regulator in order to comply with all the provisions of the Conditions of Use for Source Products in the relevant Territory. If the number of references involved is greater than or equal to 2000, this time period is extended to 36 months, with an intermediary threshold of 80% of the products affixing the Classifying Logo within 24 months.

Promotional communications in connection with a Source Product must necessarily use the appropriate Classifying Logo, in accordance with the conditions of Article 7 below.

6.1.2 Choice of the Classifying Logo on the Source Products

- Exclusive use of the Classifying Logo

The primary use of the Logo must be as a Classifying Logo. In no event shall the Operator affix the Neutral Logo on its Source Products.

- Classification of the Product in the nutritional scale

The choice of the appropriate Classifying Logo for each Source Product is determined by the Operator in accordance with the Specifications defined in Exhibit 1: Specifications. The use of the Classifying Logo is inseparable from the calculation of the nutritional score of each Product and its result, in accordance with these Specifications. The Operator is solely responsible for calculating the nutritional score.

- Change of Algorithm

The date of entry into force of the Updated Algorithm in all the Territories is December 31st, 2023, subject to the provisions of the Territory Exhibits in Exhibits 4 et seq. if applicable.

Before the entry into force of the Updated Algorithm, the Operator shall determine the Classifying Logo for its Products in accordance with the Original Algorithm.

Upon the entry into force of the Updated Algorithm, the Classifying Logo of all the Products newly placed on the market of an Operator shall be calculated with the Updated Algorithm. Upon the entry into force of the Updated Algorithm, the Classifying Logo of all the Products marketed by an Operator under his trademark registered in a Territory after the entry into force of the Updated Algorithm shall be calculated with the Updated Algorithm.

However, subject to the provisions of the Territory Exhibits in Exhibits 4 et seq., the Classifying Logo of Products which have already been produced or placed on the market and affixed with a Classifying Logo before the date of entry into force of the Updated Algorithm, may be calculated in accordance with the Original Algorithm for a twenty four (24) month period following such entry into force, provided that the Operator complies with all the provisions of the Conditions of Use during that transitional period. At any time during that twenty four (24) month transitional period, the Operator may decide to calculate the Classifying Logo for its Products in accordance with the Updated Algorithm.

The Operator is solely responsible for the use of the appropriate Algorithm. In particular, the Operator shall ensure that twenty four (24) months after the entry into force of the Updated Algorithm, all its Products placed or remaining on the market have the appropriate Classifying Logo calculated with the Updated Algorithm.

During that twenty four (24) month transitional period, the Operator shall monitor which Algorithm, between the Original Algorithm and the Updated Algorithm, is used to determine the Classifying Logo of its Products on the market. The Operator shall indicate to the consumer upon a consumer's request, and to the Regulator upon a Regulator's request, which Algorithm, between the Original Algorithm and the Updated Algorithm, has been used to determine the Classifying Logo of any of the Operator's Product.

6.1.3 License to use the Classifying Logo on the Source Products

Once the three-month prior notice of Distributor under Article 4.3 expires, the Rightsholder grants to the Distributors (i) registered under these Conditions of Use and (ii) having the rights to commercially use the relevant Source Products, a limited, non-exclusive, non-transferable, irrevocable, non-assignable right to use the image and the name of the Source Products in association with their respective Classifying Logos, to the exclusion of any and all sub-licenses, for the sole purposes of exercising the rights to use the Logo, free of charge, worldwide and for the duration of the Rightsholder's registration to the Conditions of Use. Pursuant to this license of use, the Distributors may use the Source Products as Distributed Products, with the Classifying Logos attributed by the Rightsholders.

6.2. *Conditions specific to the Distributed Products*

6.2.1 Scope of application

If the Distributor decides to use the Classifying Logo in relation with one or more Distributed Products in application of article 5.2 of the Conditions of Use, the Distributor must, before any exercise of either the right of use or the right of communication, use the Classifying Logo selected by the Rightsholder for these Distributed Products in application of the license of use granted by the Rightsholder under article 6.1.3 of the Conditions of Use, as the Distributor is not entitled to assign another Classifying Logo than the one assigned by the Rightsholder to these Distributed Products.

During the twenty four (24) month transitional period following the entry into force of the Updated Algorithm under article 6.1.2 of the Conditions of Use, the Rightsholder remains the sole decision-maker to make use of either the Original Algorithm or the Updated Algorithm in respect with its Products which have been produced or placed on the market before the date of entry into force of the Updated Algorithm, and the Distributor is bound by the Rightsholder's decision. In the event the Classifying Logo of a given Product changes due to the Updated Algorithm, the Rightsholder undertakes to notify the Distributors in advance and within reasonable timeframe to indicate (i) the selected Classifying Logo by the Rightsholder, and (ii) the precise date this change will be effective. The modification of a Classifying Logo for a Distributed Product shall occur concomitantly to the modification of the Classifying Logo for the corresponding Source Product.

If the rightsholder(s) of the intellectual property rights did not register under the Conditions of Use as Rightsholder(s), the Distributor must send prior notice to said rightsholder(s) prior to any use of the Logo in relation with the Distributed Products, as stated in article 4.3.

6.2.2 Prior Notice of use to Third-Party Rightsholder

The prior notice of article 4.3 may notably include the list of categories of Distributed Products which intellectual property rights belong to the rightsholder(s) and which are targeted by the Distributor, the possibility for the Third-Party Rightsholder to submit an Application as the Rightsholder in order to determine the Classifying Logo of the Distributed Products and, if data is available to the Distributor, the details of the nutritional score calculated by the Distributor and the corresponding Classifying Logo that the Distributor intends to attribute to each Distributed Product.

Upon the entry into force of the Updated Algorithm, the Distributor shall, if applicable, determine the Classifying Logo of the Third Party Rightsholder's Products marketed with the Updated Algorithm and not with the Original Algorithm. In the event a Distributor notified a Third Party Rightsholder of a Classifying Logo calculated in accordance with the Original Algorithm, the Distributor shall inform the Third Party Rightsholder in written form of the new Classifying Logo before the entry into force of the Updated Algorithm, to the extent the Classifying Logo attributed to the Products changes before and after the entry into force of the Updated Algorithm. Such written information to the Third Party Rightsholder shall not be considered as a prior notice within the meaning of article 4.3 of the Conditions of Use.

6.2.3 Choice of Logo in relation with the Distributed Products

If the Distributor complies with Article 6.2.1 and, if applicable with Article 6.2.2, and has sufficient nutritional information, the Distributor may exercise the rights of Article 5.2 of the Conditions of Use in the following manner:

- the Distributor may assign the Classifying Logo in relation with the Distributed Products (in particular by any labelling or shelf talker separated from the Distributed Products), but may not affix the Classifying Logo to the Distributed Products themselves; and
- the Distributor may exercise its right of promotional communication by attributing the Classifying Logo to the Distributed Products on any communication medium, under the conditions detailed below.

If the Distributor does not have the necessary data to calculate the nutritional score and attribute a Classifying Logo to a Distributed Product in compliance with the Specifications, then the Distributor may not use a Classifying Logo.

In any event, the Distributor may not use the monochrome Neutral Logo with the Distributed Products.

The eventual answer of a Third-Party Rightsholder of the Distributor's prior notice does not qualify as an Application within the meaning of these Conditions of Use. If an Operator has already submitted an Application for Distributed Products which are already scored under the Conditions of Use, the Distributor shall use the Classifying Logo allocated to the Distributed Products by their Rightsholder pursuant to this Application and must replace the Classifying Logo on all its labels, shelf information and communication media within a period of one (1) month from the receipt of the Application by the Regulator.

Article 7. USE OF THE LOGO FOR COMMUNICATION PURPOSES

7.1. Generic communications and promotional communications

Unless the Regulator establishes additional conditions for the use of the Logo for the purposes of Generic communication and/or promotional communication for the relevant Territory in Exhibit 4 et seq., the Operator undertakes to reproduce and use the Logo only from the media, documents and files transmitted by the Regulator and in compliance with the Logo Guidelines in Exhibit 2: Logo Guidelines.

The Operator acknowledges and accepts that the Generic communication on the Logo excludes any promotional communication on a Product, and more generally any attribution or presentation of a Classifying Logo as applied or applicable to a Product. Any violation of this obligation is at the Operator's own risks and may result in the termination of its right of use on the relevant Product in application of Article 12.3 of the Conditions of Use.

7.2. Logo Guidelines

The Regulator transmits to the Operator all media, documents and files necessary for the use of the Logo. The Operator undertakes to reproduce the Logo in its entirety as registered in the intellectual property rights registered in the Territory (listed in EXHIBIT 3: List of rights, countries and regulators) and to ensure at all times that its use of the Logo complies with EXHIBIT 2: Logo Guidelines.

The Operator undertakes not to make any modification, addition or deletion on the Logo. In particular (but not limited to), the Operator undertakes to:

- not reproduce separately a part of the Logo, in particular, not to reproduce the graphic elements alone or the denomination alone of the Logo,
- subject to the adjustments provided for in the Logo Guidelines and in particular those linked to the results of the nutritional score (see Articles 6 above), not to modify
 - o the graphic features of the Logo, both in terms of shape and color,
 - o the position of the figurative elements in relation to each other, and/or
 - o the typography of the Logo, and to
- refrain from any additions to the Logo, in particular not to include any caption, text or any other indication that is not part of the Logo.

7.3. Mandatory information on the media for promotional communication on Distributed Products

If the Distributor uses the Classifying Logo assigned by the Rightsholder to the Distributed Products, then the Distributor must indicate on any information or promotional communication medium including the Distributed Product, by any appropriate means and adapted to the format of the medium, that the Classifying Logo has been assigned by the Rightsholder, under the sole responsibility of the Rightsholder.

If the Distributor uses the Classifying Logo allocated to a Distributed Product in accordance with the prior notice procedure of Article 6.2 of the Conditions of Use, then the Distributor must indicate on any information or promotional communication medium including the Distributed Product, by all appropriate means and adapted to the format of the medium, that the Classifying Logo has been allocated by the Distributor, independently of the Rightsholder and under the sole responsibility of the Distributor.

7.4. Use of the Classifying Logo in promotional communications:

The Operator undertakes to use the Classifying Logo in accordance with the Conditions of Use, in a fair manner and without causing the slightest confusion during promotional communications. The Classifying Logo may only be associated with a single Product. Any Operator shall refrain from using the Classifying Logo for a group of Products, except if each Product of such group has the same Classifying Logo.

Any violation of this obligation is at the Operator's own risks and may result in the termination of its right of use on the relevant Product in application of Article 12.3 of the Conditions of Use.

Article 8. RESTRICTIONS OF USE

8.1. Respect of the Logo during its use

The Operator must, throughout its use of the Logo, comply with the requirements defined by the Conditions of Use.

8.2. Respect of the rights to the Logo

The Operator undertakes not to register, under any form whatsoever (trademark, industrial design...) in any territory whatsoever, signs or logos identical or similar to the Logo that may infringe upon the intellectual property rights of Santé Publique France on the Logo. In particular, the Operator shall refrain from registering any trademark or design that reproduces, in whole or in part, the Logo, particularly associated within a more complex sign.

The Operator undertakes not to develop, use or exploit, for any reason whatsoever and in any territory whatsoever, any and all signs identical or similar to the Logo that may infringe upon the intellectual property rights of Santé Publique France on the Logo.

The Operator undertakes not to reserve any domain names, under any extension whatsoever, which reproduce or imitate the verbal elements of the Logo or which are likely to infringe upon the intellectual property rights of Santé Publique France.

8.3. Respect during the use of the Logo

Operators are expressly forbidden to present the use of the Logo as mandatory and not, at the discretion of the Regulator on the relevant Territory based on articles 35 and 36 of the EU Regulation, as a complementary presentation of the Declaration or as voluntary information. It is expressly forbidden to coerce a third party into submitting an Application.

Santé Publique France and the relevant Regulator decline all responsibility for any request, action or claim made by a third party due to the comments, actions or omissions of an Operator in violation of these interdictions. Any violation of these interdictions may lead to a sanction by Regulator, without prejudice of other sanctions by Santé Publique France.

The Operator undertakes not to use the Logo for political or polemical purposes, or for purposes that are contrary to public order or morality, or likely to infringe on rights recognized by law and, in general, not to associate the Logo with actions or activities that may be detrimental to Santé Publique France and/or to Regulators, or be prejudicial to them, in particular any behavior that may be directly or indirectly associated with infringement on intellectual property rights or unfair competition, including customer diversion, libel or deceptive commercial practices.

8.4. Control and transmission

The Operator accepts that Santé Publique France and/or any relevant Regulator for the Territory on which the Operator has presented an Application may, respectively as rightsholder and exclusive licensee on the Logo in the Territory, carry out audits in order to control the Operator's compliance with the Conditions of Use, directly or through any independent third party mandated to this end. The audit will ensure, among other things, the truthfulness of the Application and of the technical documentation held by the Operator in relation to the real and effective use of the Logo, and that the appropriate Algorithm has been used as per the Conditions of Use.

Each Regulator is free to detail further the conditions of its audits on its Territory within Exhibit 4 et seq. of the Conditions of Use. In any event, the Operator accepts that the relevant Regulator and/or Santé Publique France may access, including on the Operator's premises, to the installations and infrastructures assigned to the use of the Logo, as well as to any information necessary to carry out the audit. The Operator agrees to answer any questions asked during the audit and to allow access, under the control of the Operator, to all the personnel, tools and means necessary for the audit. Each party shall bear the costs incurred during the audit procedure.

The Operator acknowledges and accepts that Santé Publique France and the Regulators are required to cooperate with the administrative and judicial authorities of the relevant Territories, in particular those dedicated to the respect of consumer law and competition law, including by transmitting the Application, the technical documentation and the audit reports, which the Operator expressly authorizes.

In the event that the audit report reveals a breach by the Operator of its obligations with regard to the Conditions of Use, Santé Publique France and/or the Regulator may, at their discretion, take any measure or sanction against the Operator in order to sanction and/or remedy the said breach.

8.5. Technical documentation

Each Regulator is free to detail further, within Exhibit 4 et seq. of the Conditions of Use, the conditions of presentation and the content of the technical documentation which Operator must create and update regarding its use of the Logo within the Territory.

Article 9. INFORMATION AND PROMOTION

All acts of use, promotion and information relating to the Logo by the Operator must comply with the Conditions of Use, the laws and regulations in force and must neither infringe on the rights of Santé Publique France on the Logo, nor on the rights granted to the Regulator on the Territory, nor on their image or interests.

Santé Publique France, the Regulators or the public authorities may be led to communicate on the companies committed to the Logo and their trademarks involved in press releases, press kits, on their proprietary media, in interviews, events, etc. The Operator accepts that Santé Publique France, the Regulators or the public authorities may communicate on its commitment to the Logo and its trademarks involved. The Operator grants to this effect to Santé Publique France, the Regulators and the public authorities, from the date of Application and for the duration of the Operator's registration, a non-exclusive, non-sublicensable, free of charge, worldwide licence to use the trademarks involved with the

Logo for their own informational and promotional purposes. Otherwise, the Operator may inform the relevant Regulator(s), within two (2) weeks from the receipt of the registration of the right to use the Logo.

Article 10. DURATION

The Operator is authorized to use the Logo in accordance with the Conditions of Use, from the date of receipt of the files allowing its use (pending the procedure applicable to the Distributed Products) and until the end of the legal protection of the intellectual property rights devolved to Santé Publique France, provided the Operator has validated its Application and undertook to comply with the Conditions of Use and its Exhibits. This right of use can be terminated by any sanction from the Regulator and/or Santé Publique France or by any cause for termination listed in the Conditions of Use.

Regulator shall notify the date of the end of the legal protection on the Logo to the Operator, by any means allowing proof of receipt, at least two (2) months before the expiry date.

Article 11. CHANGES TO THE CONDITIONS OF USE

In the event of a change in the Conditions of use, the revised Conditions of Use shall apply to Operators registered before and after its entry into force, without prejudice to the possibility for Operators of withdrawing their Application.

In the event of a change in the Conditions of Use, Regulators will inform the Operators as specified here below. In the event of a change of additional conditions for a Territory by its relevant Regulator, the Regulator will inform the Operators as specified here below.

The Regulator notifies Operator by e-mail at the address indicated by the Operator at the time of registration of its Application. The Operator must keep this e-mail address active at all times or, failing this, inform Regulator of any change.

The Operator is deemed to have read and accepted the new provisions of the Conditions of use, unless the Operator notifies its opposition by any means and ceases to use the Logo within sixty (60) days following notification of the modification by the Regulator, as evidenced by the Regulator's email sending date.

Where applicable, the Operator will be granted with a reasonable period of time by Santé Publique France and/or the relevant Regulator for the relevant Territory to comply with the new provisions of the Conditions of Use.

The Operator is authorized to continue using the Logo, unless it no longer meets the new conditions at the end of the reasonable period of time to comply with them. In such a case, the non-exclusive sub-license granted to Operator is terminated in accordance with article 12.2 of the Conditions of Use.

The Operator may not claim for any compensation due to the modification of the Conditions of Use.

Article 12. TERMINATION OF THE RIGHT TO USE THE LOGO

12.1. General provisions

The Operator shall not be vested of any right to maintain its right to use the Logo.

The Operator may not claim any indemnity as a result of the termination of the right to use the Logo for the termination grounds listed in this article.

12.2. Termination of the authorization due to the Operator

12.2.1 Change in circumstances affecting the validity of the authorization

The right to use the Logo lapses automatically and without notification by Santé Publique France and/or by the relevant Regulator as soon as the Operator no longer meets the eligibility conditions stipulated in Article 4 of the Conditions of Use.

The Operator must stop manufacturing and marketing Products bearing the Logo within three (3) months from the expiry of the right to use the Logo. Within the same time limit, the Operator must also stop affixing the Logo on its information and communication media and, in general, stop any information or communication involving the Logo. In this same case, the Operator must dispose of the stocks of Products from the effective date of termination, (i) either within a maximum period of three (3) months for the Distributed Products where the Classifying Logo is not affixed, or (ii) until the respective expiry dates of the Products where the Classifying Logo is affixed.

12.2.2 Operator's non-compliance with the Conditions of Use

Each Regulator is free to either (i) establish its own procedural rules and scale of sanctions or (ii) make use of existing rules in addition to the conditions of the Conditions of Use, provided that they are included or at least clearly referred to within Exhibit 4 et seq. specific to each Territory of the Conditions of Use.

In the event Santé Publique France detects the Operator's failure to comply with the provisions of the Conditions of Use, Santé Publique France will notify the breaches detected to Operator by registered letter with acknowledgement of receipt. Where applicable, Santé Publique France will send a copy of this notification by mail to the relevant Regulator.

In the event the Regulator detects said Operator's failure, the Regulator may apply the sanctions of the additional conditions of Exhibit 4 et seq. applicable to the Territory or, if there are none, of the sanctions included in this Article.

In any event, the notification of the breach sent to the Operator includes the deadline to reinstate compliance with the provisions of the Conditions of Use and indicates whether the right of use is suspended until compliance. If the notified breach is not cured within the aforementioned time limit, the right to use the Logo is automatically terminated without compensation or prior formal notice from Santé Publique France or from Regulator, solely due to the failure to comply with the notified request for compliance.

Suspension and termination of the right to use the Logo entail the immediate obligation for the Operator to cease all use of the Logo and to remove any reference to the Logo from all of its Products and communication media.

Consequently, the Operator must stop manufacturing and marketing Products bearing the Logo immediately as of the date of termination of the right to use the Logo. Within the same time limit, the Operator must also stop affixing the Logo on its information and communication media and, in general, stop any information or communication involving the Logo. The Operator must dispose of the stocks of Products (i) either within a maximum period of three (3) months for the Distributed Products where the Classifying Logo is not affixed, or (ii) until the respective expiry dates of the Products where the Classifying Logo is affixed.

13.2.3 Penalties

Any use that does not comply with the Conditions of Use and any continued use of the Logo after termination are illegal acts and Santé Publique France and/or Regulators have all liberty to seek compensation and cease and desist orders before the competent courts.

12.3. Abusive use of the Logo

In addition to the sanctions stipulated in the previous Articles, unauthorized use of the Logo by an Operator or by a third party entitles Santé Publique France and/or relevant Regulators to take any legal action they deem appropriate against the Operator and in compliance with the applicable laws and regulations.

Article 13. DEFENSE OF LOGO

The Operator undertakes to immediately notify the Regulator and/or Santé Publique France of any infringement on the rights of the Logo of which it is aware, in particular any act of infringement on intellectual property rights, of unfair competition or of parasitism.

Regulators and Santé Publique France have the liberty to decide to file, at their own expense, risk and peril, any civil or criminal action against such infringements.

Consequently, the damages awarded from the legal action taken by Regulators and/or Santé Publique France in Santé Publique France's name will be at their expenses or to their exclusive benefits and consequently, in this case, the Operator will not be able to claim any indemnity.

Article 14. LIABILITY AND WARRANTIES

14.1. Operator Liability

The Rightsholder shall be solely responsible for direct and indirect consequences arising from its use of the Logo on its Source Products. It is solely responsible at its own risk and expenses for (i) the accuracy, sincerity, relevance and compliance of its calculation of the nutrition score, for (ii) the underlying use of the appropriate Algorithm in the Territories as per the Conditions of Use, and for (iii) its choice of any Classifying Logo for each of its Source Products, as well as for (iv) its use and communication on these Source Products.

The Distributor shall be solely responsible at its own risk and expenses for (i) the accuracy, sincerity, relevance and compliance of its calculation of the nutrition score (if applicable), for (ii) the underlying use of the appropriate Algorithm in the Territories as per the Conditions of Use, and for (iii) its choice of any Classifying Logo for each of its Distributed Products pursuant to the procedure of Article 6.2, as well as for (iv) its use and communication on these Distributed Products, especially if the Distributor (a) did not have the necessary rights to make any lawful commercial use of the Distributed Products or (b) did not respect all or part of the procedure of Article 6.2. The Distributor is also responsible, during its commercial use of the Distributed Products, for its use of a Classifying Logo assigned to a Distributed Product by its Rightsholder, even though the Rightsholder is responsible for the calculation of the nutritional score and for the choice of said Classifying Logo for this Distributed Product.

In any event, the Operator acknowledges that any incorrect or incomplete use of the Logo, in particular (i) a calculation of the nutritional score that does not comply with all the rules of the Specifications and of the Condition of Use, or that is based on incomplete or distorted data in relation to the real nutritional qualities of the Product, or which is not based on the correct Algorithm or (ii) the attribution of an incorrect Classifying Logo, or which does not correspond to the reality of the nutritional score of the Product, whether it is unintentional or deliberately harmful, will expose and engage directly the Operator's sole liability, and may be qualified as misleading commercial practices under Community law and especially under directive n°2005/29/EC of 11 May 2005 concerning unfair business-to-

consumer commercial practices, as implemented in the Territories, and under any applicable law to the same effect in the Territories. Santé Publique France and/or Regulators decline all responsibility for such uses of the Logo, in particular in the event of erroneous or misleading information or promotional communication by the Distributor on a Distributed Product, which engage the sole responsibility of the Operator who is liable for it.

The Operators are solely responsible for the information they provide to consumers with respect to the Algorithm used to determine the Classifying Logo, having regard to the applicable laws and regulations. The Operators shall ensure that the change of the Classifying Logo due to the calculation change from the Original Algorithm to the Updated Algorithm do not mislead on food information within the meaning of the EU Regulation, and more generally do not mislead consumers in particular in light of directive n°2005/29/EC of 11 May 2005 concerning unfair business-to-consumer commercial practices.

14.2. Operator Warranty

In the event that any third party issues a claim against Santé Publique France and/or a Regulator arising directly or indirectly from any non-compliant use of the Logo by the Operator, the Operator warrants to indemnify, defend and hold Santé Publique France and the Regulator harmless, upon first notice, at the Operator's expenses and costs.

The Operator notably warrants Santé Publique France and the relevant Regulators (i) that the contracts or chains of contracts between the Operator and the rightsholder of intellectual property rights on the Distributed Products, whether this rightsholder is registered as the Rightsholder or not, do not prevent the exploitation of the right of use granted by Santé Publique France and the Regulators on the Logo for the Distributed Products in Article 6.2, (ii) the absence of the slightest confusion, in the Operator's communications (for information or promotional purposes), between Products or between Products and other products and services, (iii) the absence of any error or inaccuracy in the attribution and use of a Classifying Logo in relation to a Product, as well as the absence of any false or misleading presentation by the Operator, by virtue of which the Operator shall indemnify, defend and hold harmless Santé Publique France from any liability, concerning any damages, obligations, costs and expenses (including reasonable attorney's fees) as well as (iv) against any claim resulting from a claim made by a third party (in particular a rightsholder of a Product) alleging that all or part of the use of the Products in relation to the Logo pursuant to these Conditions of Use is in violation of the intellectual property rights of this third party or constitutes an act exposing the tort liability of Santé Publique France and/or of the Regulator, in particular with regard to unfair or parasitic competition.

The Operator shall be required to withdraw from the market, as soon as possible, any product that does not comply with the standards in force on the Territory or Territories.

14.3. Santé Publique France Indemnification

Santé Publique France waives and declines any warranty other than on the material existence of the Logo and on its personal actions. Santé Publique France warrants that, to its knowledge and on the date of entry into force of the Conditions of Use, the Logo has not been the subject of any claim for rights. The Operator acknowledges that it is generally aware of the uncertainties regarding the availability and, in general, the validity of the trademarks and designs, and consequently accepts this authorization of use in full knowledge of these facts, at its own risk. Consequently, in the event that Santé Publique France loses its rights to the Logo at the request of a third party, whatever is the cause of the loss of rights and its legal qualification (nullity, counterfeiting...), the Operator undertakes not to engage the responsibility of Santé Publique France and not to claim any damages against Santé Publique France.

Regulators are free to offer separate warranties within the additional conditions applicable to their Territories in Exhibit 4 et seq. of the Conditions of Use.

Article 15. APPLICABLE LAW

These Conditions of Use are subject to Community law, regardless of where the Logo is used by the Operator. The Conditions of Use include additional conditions applicable to Territories in Exhibit 4 et seq., to which the national laws and regulations apply. In the event of any contradiction, the applicable law of the Conditions of Use shall prevail over the applicable law of its Exhibit 4 et seq.

Article 16. COMPETENT JURISDICTION

Any dispute arising from the interpretation or execution of these Conditions of Use shall be brought before any competent court within the jurisdiction of the Territory.

Article 17. SETTLEMENT OF DISPUTES

Santé Publique France does not settle possible disputes between Operators or between an Operator and a Regulator or a third party (the parties). If Santé Publique France has access to evidence of a violation of the Conditions for Use, assessed at the discretion of Santé Publique France, Santé Publique France may take any appropriate measure, including temporary or protective measures, particularly with regard to the sanctions of Article 12 of the Conditions of Use, in order to put an end to the contractual violation as soon as possible. Regulators may also take any appropriate measure, assessed at their discretion, including temporary or protective measures, in order to put an end to the contractual violations detected on their Territory as soon as possible.

In the event of discrepancies between the English and French versions of the Conditions of Use, the French version shall prevail.

EXHIBIT 1: SPECIFICATIONS

EXHIBIT 1A: Specifications of the Original Algorithm

Editorial changes have been made to the description of the original algorithm to ensure a better concordance with the description of the updated algorithm in exhibit 1B.

In order to facilitate reading, these changes have not been marked

In order to establish the classification of a food product in the 5-color nutritional scale, food manufacturers and distributors shall comply with the following calculation rules to be implemented one after another:

- Calculation of the nutritional score of a food product;
- Ranking the food product in the 5-color nutritional scale based on the calculated nutritional score.

1) Calculation of the nutritional score of food products

The nutritional score is calculated the same way for all food products (with specific rules for cheeses), except for vegetable and animal fats, and beverages¹. For these categories of food products, the adaptations mentioned in 1-b must be taken into account.

1-a General case

The nutritional score for food products relies on the calculation of a single, overall score which takes into account, for every food product:

- a “negative” component N
- a “positive” component P

- The N component of the score takes into account nutritional elements which consumption should be limited: energy, saturated fatty acids, sugars, and sodium. For each of these elements points from 1 to 10 are awarded based on the content for 100 g of food product (see. Table 1). The negative N component corresponds to the sum of these points and thus can range from 0 to 40.

Table 1: Points attributed to each of the elements of the negative N component

| Points | Energy (KJ/100g) | Saturated fatty acids (g/100g) | Sugars (g/100g) | Sodium* (mg/100g) |
|---------------|-----------------------------|---|----------------------------|------------------------------|
| 0 | ≤ 335 | ≤ 1 | ≤ 4.5 | ≤ 90 |
| 1 | > 335 | > 1 | > 4.5 | > 90 |
| 2 | > 670 | > 2 | > 9 | > 180 |
| 3 | > 1005 | > 3 | > 13.5 | > 270 |
| 4 | > 1340 | > 4 | > 18 | > 360 |
| 5 | > 1675 | > 5 | > 22.5 | > 450 |
| 6 | > 2010 | > 6 | > 27 | > 540 |
| 7 | > 2345 | > 7 | > 31 | > 630 |
| 8 | > 2680 | > 8 | > 36 | > 720 |

¹ The list of products included in each of these categories is detailed in the Questions & Answers, available [online](#).

| | | | | |
|----|--------|------|------|-------|
| 9 | > 3015 | > 9 | > 40 | > 810 |
| 10 | > 3350 | > 10 | > 45 | > 900 |

*: the sodium content corresponds to the salt content mentioned in the mandatory nutritional statement divided by 2.5.

- The P component is calculated based on the amount of fibres, proteins, and fruits, vegetables, legumes, nuts² as well as rapeseed, walnut and olive oils in the food product,. For each of these elements, points from 1 to 5 are awarded based on the content for 100 g of food product (see Table 2). The positive P component corresponds to the sum of these points and thus can range from 0 to 15.

Table 2: Points attributed to each of the elements of the positive P component

| Points | Proteins (g/100g) | Fibres (g/100g) | Fruits, vegetables, legumes, nuts and rapeseed, walnut and olive oils ¹ (%) |
|--------|-------------------|-----------------|--|
| 0 | ≤ 1.6 | ≤ 0.9 | ≤ 40 |
| 1 | > 1.6 | > 0.9 | > 40 |
| 2 | > 3.2 | > 1.9 | > 60 |
| 3 | > 4.8 | > 2.8 | - |
| 4 | > 6.4 | > 3.7 | - |
| 5 | > 8.0 | > 4.7 | 80 |

¹: fruits, vegetables, legumes and nuts contain many vitamins (especially vitamins E, C, B1, B2, B3, B6, and B9 as well as provitamin A)

The list of fruits, vegetables, legumes and nuts included in this component is detailed in the Questions & Answers, available [online](#).

↪ Calculation of the nutritional score

Depending on the score obtained for the N component, the final nutritional score is calculated as follow:

- If the total of component N is below 11 points or if the product is cheese, then the nutritional score is equal to the total N component points from which is subtracted the total for the P component.

Nutritional score = total N points - total P points

- If the total of the N component is greater than or equal to 11 points and
 - If the total points for “Fruits, vegetables, legumes, nuts, and rapeseed, walnut and olive oils” is equal to 5, then the nutritional score is equal to the total N component points from which is subtracted the total for the P component.

Nutritional score = total N points - total P points

 - If the total points for “Fruits, vegetables, pulses, nuts, and rapeseed, walnut and olive oils” is below 5, then the nutritional score is equal to the total N component

² The list of fruits, vegetables, legumes and nuts included in this component is detailed in the Questions & Answers, available [online](#).

points from which is subtracted the sum of the points for “fibres” and “Fruits, vegetables, pulses, nuts, and rapeseed, walnut and olive oils”. In this case, the protein content is therefore not taken into account in the calculation of the nutritional score.

Nutritional score = total N points – “fibres” points – “Fruits, vegetables, pulses, nuts, and rapeseed, walnut and olive oils” points

1-b Specific cases

To account for the specific nutritional composition of some categories of products and align their Nutri-Score classification with the food-based dietary guidelines, some adaptations to the algorithm were performed.

↳ Animal and vegetable fats: The points table for fatty acids is replaced by a points table on the ratio saturated fatty acid/lipid (see Table 3).

Table 3: Table for attributing points for the ratio saturated fatty acids/lipids components in the specific case of animal and vegetable fats*

| Points | Ratio saturated fatty acids/lipids |
|--------|------------------------------------|
| 0 | <10 |
| 1 | <16 |
| 2 | <22 |
| 3 | <28 |
| 4 | <34 |
| 5 | <40 |
| 6 | <46 |
| 7 | <52 |
| 8 | <58 |
| 9 | <64 |
| 10 | ≥64 |

*The table for attributing points for the “ratio saturated fatty acids/lipids” in the case of animal and vegetable fats substitutes the “saturated fatty acids” column. Others columns (energy, sugars, sodium, fruits, vegetables, pulses, nuts and rapeseed, walnut and olive oils, fibres and proteins) are the same and should be taken into account. The list of products included in the “animal and vegetable fats” category is detailed in the Questions & Answers, available [online](#).

↪ **Beverages:** Scores for beverages are calculated using specific points table for energy, sugars and fruits, vegetables, pulses, nuts and rapeseed, walnut and olive oils (see Table 4) :

Table 4: Table for attributing points to beverages*

| Points | Energy (kJ/100g or 100mL) | Sugars (g/100g or 100mL) | Fruits, vegetables, pulses, nuts and rapeseed, walnut and olive oils (%) |
|--------|---------------------------|--------------------------|--|
| 0 | ≤ 0 | ≤ 0 | ≤ 40 |
| 1 | ≤ 30 | ≤ 1.5 | |
| 2 | ≤ 60 | ≤ 3 | > 40 |
| 3 | ≤ 90 | ≤ 4.5 | |
| 4 | ≤ 120 | ≤ 6 | > 60 |
| 5 | ≤ 150 | ≤ 7.5 | |
| 6 | ≤ 180 | ≤ 9 | |
| 7 | ≤ 210 | ≤ 10.5 | |
| 8 | ≤ 240 | ≤ 12 | |
| 9 | ≤ 270 | ≤ 13.5 | |
| 10 | > 270 | > 13.5 | > 80 |

*The table for attributing points to beverages substitutes the columns for energy, sugars, and fruits, vegetables, pulses, nuts and rapeseed, walnut and olive oils to the columns used in the general case. Other columns (saturated fatty acids, sodium, fibers and proteins) are the same and should be taken into account.

The list of products included in the “beverages” category is detailed in the Questions & Answers, available [online](#).

2) Classification of the food product on the 5-color nutritional scale based on the nutritional score calculated according to 1)

2-a General case

In general, the Nutri-Score is attributed according to the following ranges:

| Score ranges | Class | Colour |
|--------------|-------|--------------|
| Min to - 1 | A | Dark green |
| 0 – 2 | B | Light green |
| 3 - 10 | C | Yellow |
| 11 - 18 | D | Light orange |
| 19 - max | E | Dark orange |

2-b Specific case of beverages

For beverages, the Nutri-Score is attributed according to the following ranges:

| Score ranges | Class | Colour |
|--------------|-------|--------------|
| Waters | A | Dark green |
| Min – - 1 | B | Light green |
| 2 – 5 | C | Yellow |
| 6 – 9 | D | Light orange |
| 10 - max | E | Dark orange |

EXHIBIT 1B: Specifications of the Updated Algorithm

In order to establish the classification of a food product in the 5-color nutritional scale, food manufacturers and distributors shall comply with the following calculation rules to be implemented one after another:

- Calculation of the nutritional score of a food product;
- Ranking the food product in the 5-color nutritional scale based on the calculated nutritional score.

1) Calculation of the nutritional score of food products

The nutritional score is calculated the same way for all food products (with specific rules for cheeses and meat), except for “animal and vegetable fats, nuts and seeds”, and beverages³. For these categories of food products, the adaptations mentioned in 1-b must be taken into account.

1-a General case

The nutritional score for food products relies on the calculation of a single, overall score which takes into account, for every food product:

- a “negative” component N
- a “positive” component P

- The N component of the score takes into account nutritional elements which consumption should be limited: energy, saturated fatty acids, sugars, and salt. For each of these elements points from 1 to 20 are awarded based on the content for 100 g of food product (see. Table 5). The negative N component corresponds to the sum of these points, and thus can range from 0 to 55.

Table 5: Points attributed to each of the elements of the negative N component

| Points | Energy (KJ/100g) | Saturated fatty acids (g/100g) | Sugars (g/100g) | Salt (g/100g) |
|--------|------------------|--------------------------------|-----------------|---------------|
| 0 | ≤ 335 | ≤ 1 | ≤ 3.4 | ≤ 0.2 |
| 1 | > 335 | > 1 | > 3.4 | > 0.2 |
| 2 | > 670 | > 2 | > 6.8 | > 0.4 |
| 3 | > 1005 | > 3 | > 10 | > 0.6 |
| 4 | > 1340 | > 4 | > 14 | > 0.8 |
| 5 | > 1675 | > 5 | > 17 | > 1 |
| 6 | > 2010 | > 6 | > 20 | > 1.2 |
| 7 | > 2345 | > 7 | > 24 | > 1.4 |
| 8 | > 2680 | > 8 | > 27 | > 1.6 |
| 9 | > 3015 | > 9 | > 31 | > 1.8 |
| 10 | > 3350 | > 10 | > 34 | > 2 |
| 11 | | | > 37 | > 2.2 |
| 12 | | | > 41 | > 2.4 |
| 13 | | | > 44 | > 2.6 |
| 14 | | | > 48 | > 2.8 |
| 15 | | | > 51 | > 3 |
| 16 | | | | > 3.2 |
| 17 | | | | > 3.4 |
| 18 | | | | > 3.6 |
| 19 | | | | > 3.8 |
| 20 | | | | > 4 |

³ The list of products included in each of these categories is detailed in the Questions & Answers, available [online](#).

- The P component is calculated based on the amount of fibres, proteins, and fruits, vegetables, and legumes⁴ in the food product. For each of these elements, points from 1 to 7 are awarded based on the content for 100 g of food product (see Table 6). The positive P component corresponds to the sum of these points and thus can range from 0 to 17.

For red meat and products thereof, the number of points for proteins is limited to 2. The positive P component can therefore vary from 0 to 12 points.

Table 6: Points attributed to each of the elements of the positive P component

| Points | Proteins* (g/100g) | Fibres (g/100g) | Fruits, vegetables, legumes (%)** |
|--------|-----------------------|--------------------|--|
| 0 | ≤ 2.4 | ≤ 3.0 | ≤ 40 |
| 1 | > 2.4 | > 3.0 | > 40 |
| 2 | > 4.8 | > 4.1 | > 60 |
| 3 | > 7.2 | > 5.2 | - |
| 4 | > 9.6 | > 6.3 | - |
| 5 | > 12 | > 7.4 | 80 |
| 6 | > 14 | | |
| 7 | > 17 | | |

* For red meat and products thereof: maximum 2 points could be awarded for proteins

The list of products included in the “red meat and products thereof” category is detailed in the Questions & Answers, available [online](#).

**The list of fruits, vegetables, and legumes included in this component is detailed in the Questions & Answers, available [online](#).

↳ Calculation of the nutritional score

Depending on the score obtained for the N component, the final nutritional score is calculated as follow:

- If the total of component N is below 11 points or if the product is cheese, then the nutritional score is equal to the total N component points from which is subtracted the total for the P component.

$$\text{Nutritional score} = \text{total N points} - \text{total P points}$$

- If the total of the N component is greater than or equal to 11 points, then the nutritional score is equal to the total N component points from which is subtracted the sum of the points for “fibres” and “Fruits, vegetables, legumes”. In this case, the protein content is therefore not taken into account in the calculation of the nutritional score.

$$\text{Nutritional score} = \text{total N points} - \text{“fibres” points} - \text{“Fruits, vegetables, legumes” points}$$

1-b Specific cases

The point tables used to calculate the nutritional score for specific cases are as follows:

↳ Animal and vegetable fats, nuts and seeds⁵: Scores for animal and vegetable fats, nuts and seeds are calculated using the following point tables (see Tables 7 and 8) :

⁴ The list of fruits, vegetables, and legumes included in this component is detailed in the Questions & Answers, available [online](#).

⁵ The list of products included in the “animal and vegetable fats, nuts and seeds” category is detailed in the Questions & Answers, available [online](#).

Table 7: Points attributed to each of the elements of the negative N component in the specific case of animal and vegetable fats, nuts and seeds

| Points | Energy from saturates (kJ/100g)* | Sugars (g/100g) | Saturates/Lipids (g/100g) | Salt (g/100g) |
|--------|----------------------------------|-----------------|---------------------------|---------------|
| 0 | ≤ 120 | ≤ 3.4 | < 10 | ≤ 0.2 |
| 1 | > 120 | > 3.4 | < 16 | > 0.2 |
| 2 | > 240 | > 6.8 | < 22 | > 0.4 |
| 3 | > 360 | > 10 | < 28 | > 0.6 |
| 4 | > 480 | > 14 | < 34 | > 0.8 |
| 5 | > 600 | > 17 | < 40 | > 1 |
| 6 | > 720 | > 20 | < 46 | > 1.2 |
| 7 | > 840 | > 24 | < 52 | > 1.4 |
| 8 | > 960 | > 27 | < 58 | > 1.6 |
| 9 | > 1080 | > 31 | < 64 | > 1.8 |
| 10 | > 1200 | > 34 | ≥ 64 | > 2 |
| 11 | | > 37 | | > 2.2 |
| 12 | | > 41 | | > 2.4 |
| 13 | | > 44 | | > 2.6 |
| 14 | | > 48 | | > 2.8 |
| 15 | | > 51 | | > 3 |
| 16 | | | | > 3.2 |
| 17 | | | | > 3.4 |
| 18 | | | | > 3.6 |
| 19 | | | | > 3.8 |
| 20 | | | | > 4 |

* Energy from saturates is retrieved from the mandatory back-of-pack nutritional declaration as:

$$\text{Energy from saturates} = \text{Saturates} \left(\frac{g}{100g} \right) \times 37$$

Table 8: Points attributed to each of the elements of the positive P component in the specific case of animal and vegetable fats, nuts and seeds

| Points | Proteins (g/100g) | Fibres (g/100g) | Fruits, vegetables and legumes (g/100g)* |
|--------|-------------------|-----------------|--|
| 0 | ≤ 2.4 | ≤ 3.0 | ≤ 40 |
| 1 | > 2.4 | > 3.0 | > 40 |
| 2 | > 4.8 | > 4.1 | > 60 |
| 3 | > 7.2 | > 5.2 | - |
| 4 | > 9.6 | > 6.3 | - |
| 5 | > 12 | > 7.4 | > 80 |
| 6 | > 14 | | |
| 7 | > 17 | | |

* in the “animal and vegetable fats” category specifically, oils derived from ingredients included in the list of “Fruits, vegetables and legumes”, in the general case, qualify to be counted in the “Fruits, vegetables, and legumes” component (e.g. olive and avocado oils can be counted in the “Fruits, vegetables and legumes component).

↪ Calculation of the nutritional score for animal and vegetable fats, nuts and seeds

Depending on the score obtained for the N component, the final nutritional score is calculated as follow:

- If the total of component N is below 7 points, then the nutritional score is equal to the total N component points from which is subtracted the total for the P component.

$$\text{Nutritional score} = \text{total N points} - \text{total P points}$$

- If the total of the N component is greater than or equal to 7 points, then the nutritional score is equal to the total N component points from which is subtracted the sum of the points for “fibres” and “Fruits, vegetables, legumes”. In this case, the protein content is therefore not taken into account in the calculation of the nutritional score.

$$\text{Nutritional score} = \text{total N points} - \text{“fibres” points} - \text{“Fruits, vegetables, legumes” points}$$

↳ *Beverages*⁶: Scores for beverages are calculated using the following point tables (see Tables 9 and 10). In this specific case, the negative N component also includes points for the presence of non-nutritive sweeteners:

Table 9: Points attributed to each of the elements of the negative N component in the specific case of beverages

| Points | Energy (kJ/100 mL) | Sugars (g/100 mL) | Saturates (g/100 mL) | Salt (g/100 mL) | Non-nutritive sweeteners (presence/absence)* |
|--------|--------------------|-------------------|----------------------|-----------------|--|
| 0 | ≤30 | ≤0.5 | ≤1 | ≤0.2 | |
| 1 | ≤90 | ≤2 | >1 | >0.2 | |
| 2 | ≤150 | ≤3.5 | >2 | >0.4 | |
| 3 | ≤210 | ≤5 | >3 | >0.6 | |
| 4 | ≤240 | ≤6 | >4 | >0.8 | Presence |
| 5 | ≤270 | ≤7 | >5 | >1 | |
| 6 | ≤300 | ≤8 | >6 | >1.2 | |
| 7 | ≤330 | ≤9 | >7 | >1.4 | |
| 8 | ≤360 | ≤10 | >8 | >1.6 | |
| 9 | ≤390 | ≤11 | >9 | >1.8 | |
| 10 | >390 | >11 | >10 | >2 | |
| 11 | | | | >2.2 | |
| 12 | | | | >2.4 | |
| 13 | | | | >2.6 | |
| 14 | | | | >2.8 | |
| 15 | | | | >3 | |
| 16 | | | | >3.2 | |
| 17 | | | | >3.4 | |
| 18 | | | | >3.6 | |
| 19 | | | | >3.8 | |
| 20 | | | | >4 | |

* The list of non-nutritive sweeteners included in this component is detailed in the Questions & Answers, available [online](#).

⁶ The list of products included in the “beverages” category is detailed in the Questions & Answers, available [online](#).

Table 10: Points attributed to each of the elements of the negative P component in the specific case of beverages

| Points | Proteins (g/100 mL) | Fibres (g/100 mL) | Fruit, vegetables and legumes (%)* |
|--------|---------------------|-------------------|------------------------------------|
| 0 | ≤1.2 | ≤3 | ≤40 |
| 1 | >1.2 | >3 | - |
| 2 | >1.5 | >4.1 | >40 |
| 3 | >1.8 | >5.2 | - |
| 4 | >2.1 | >6.3 | >60 |
| 5 | >2.4 | >7.4 | - |
| 6 | >2.7 | | >80 |
| 7 | >3.0 | | |

*The list of fruits, vegetables, and legumes included in this component is detailed in the Questions & Answers, available [online](#).

↪ Calculation of the nutritional score for beverages

The final calculation of the nutritional score is reached by subtracting the positive P component from the negative N component:

$$\text{Nutritional score} = \text{total N points} - \text{total P points}$$

2) Classification of the food product on the 5-color nutritional scale based on the nutritional score calculated according to 1)

2-a General case

In general, the Nutri-Score is attributed according to the following ranges:

| Score ranges | Class | Colour |
|--------------|-------|--------------|
| Min to 0 | A | Dark green |
| 1 – 2 | B | Light green |
| 3 - 10 | C | Yellow |
| 11 - 18 | D | Light orange |
| 19 - max | E | Dark orange |

2-b Specific case of animal and vegetable fats, nuts and seeds

For animal and vegetable fats, nuts and seeds, the Nutri-Score is attributed according to the following ranges:

| Score ranges | Class | Colour |
|--------------|-------|--------------|
| Min to -6 | A | Dark green |
| -5 - 2 | B | Light green |
| 3 – 10 | C | Yellow |
| 11 – 18 | D | Light orange |
| 19 - max | E | Dark orange |

2-c Specific case of beverages

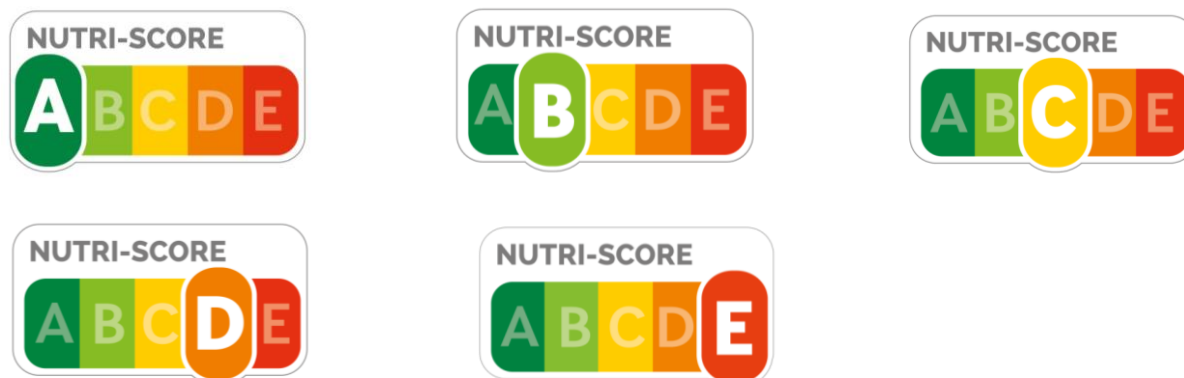
For beverages, the Nutri-Score is attributed according to the following ranges:

| Score ranges | Class | Colour |
|--------------|-------|--------------|
| Waters | A | Dark green |
| Min - 2 | B | Light green |
| 3 – 6 | C | Yellow |
| 7 – 9 | D | Light orange |
| 10 - max | E | Dark orange |

EXHIBIT 2: Logo Guidelines

It is recommended to place the graphic symbol on the lower third of the front of the packaging. This does not apply to food products packaged in containers or packaging whose largest surface is smaller than 25 cm².

The retained graphic symbol, called Nutri-Score, is represented below:



The characteristics of the Logo, especially its size and colour, are defined in the Corporate Graphic Charta of the Nutri-Score collective mark.

PDF document to download :

<https://www.santepubliquefrance.fr/media/files/02-determinants-de-sante/nutrition-et-activite-physique/nutri-score/annexe2-charte-graphique-en>

EXHIBIT 3: List of rights, countries and regulators

| | Territory | Regulator | Intellectual property rights on the Logo |
|----------------|-------------|---|--|
| European Union | Germany | RAL gemeinnützige GmbH, Fränkische Straße 7, 53229 Bonn nutri-score@ral.de +49 (0) 228 - 688 95 200 | <ol style="list-style-type: none"> 1. Community collective trademark n°016762312 and n°016762379 dated 19 May 2017; 2. Community industrial designs and models n°004112415-0001, 004112415-0002 and 004112415-0003 dated 20 July 2017; 3. For France, collective trademarks n°4357857 and n°4357865 dated 28 April 2017; 4. For the United Kingdom, collective trademarks No UK00916762312 and No UK00916762379. |
| | Belgium | Service Public Fédéral Santé Publique, Sécurité de la Chaîne alimentaire et Environnement : nutri-score@health.fgov.be Avenue Galilée 5/2 – 1210 Bruxelles | |
| | France | Santé publique France : nutriscore@santepubliquefrance.fr 12, rue du Val d'Osne – 94 415 Saint-Maurice Cedex | |
| | Luxembourg | Ministère de l'Agriculture, de la Viticulture et du Développement rural 1, rue de la Congrégation – L-1352 Luxembourg nutriscore@alva.etat.lu | |
| Others | Switzerland | Federal Food Safety and Veterinary Office FSVO Schwarzenburgstrasse 155, 3003 Bern, Switzerland nutri-score@blv.admin.ch | |

EXHIBIT 4: ADDITIONAL TERMS AND CONDITIONS FOR FRANCE

The following additional conditions apply to the use of the Logo on the Territory: France. They are subject to the Conditions of Use and to Exhibits 1 to 3.

Article 1. Laws and regulations applicable to the Logo in France

In France, the Logo is a complementary form of expression and presentation to the Declaration in accordance with Article 35 of the EU Regulation, under the supervision and control of Santé Publique France acting as Regulator. It constitutes a complementary form to the Declaration, the latter being mandatory.

Consequently, the right to use the Logo granted primarily by Santé Publique France as the Regulator for France is a right to affix for the Source Products and to use for the Distributed Products as a complementary presentation to the Declaration in accordance with Article 35 of the EU Regulation.

Article 2. Additional conditions to obtain the right to use the Logo

2.1. Registration of the Application for Source Products

Before any registration, the Operator must read the entire registration procedure described on the page dedicated to the Logo: <http://santepubliquefrance.fr/Sante-publique-France/Nutri-Score>.

For Products distributed in France, whether exclusively or not, the Operator must be prepared to send the requested files to the French Observatory of Food Quality (Oqali), within the specified time limit (see Article 6 of this Exhibit 4), via the following link:

https://survey.anses.fr/SurveyServer/s/formation7/Oqali_Suivi_Nutri_Score/questionnaire.htm

Any party eligible pursuant to Article 4.1 of the Conditions of Use and which wishes to use the Logo must register its Application on the following site:

- For Products distributed **exclusively on the French market**, operators must register on the following website:
https://www.demarches-simplifiees.fr/commencer/nutri-score_enregistrement_france
- For Products distributed in **several territories** (including France possibly) or in **a territory for which the regulator has not established its own Application procedure** (Germany, Belgium and Luxembourg), operators must register on the following website:
https://www.demarches-simplifiees.fr/commencer/ns_international_registration_procedure

An electronic acknowledgement of receipt of the registration of the Application is immediately sent to the Operator, along with the files allowing for the use of the Logo, subject to the rights of use granted and the specific conditions relating to the Distributed Products.

2.2. Change of circumstances

In the event of an update of the categories of Products by an Operator, this Operator must apply Article 5 of this Exhibit 4 again.

2.3. Additional conditions

For France, the procedure to obtain the right to use the Logo is subject to a transmission procedure to the Oqali, as detailed in Article 6 of this Exhibit 4. The Operator is not deemed to have the right to use until it has complied with this transmission procedure.

Article 3. Entry into force of the Updated Algorithm

In France, the entry into force of the Updated Algorithm mentioned in Article 6.1.2 of the Conditions of Use is subject to the issuance of a ministerial order at the latest on December 30th, 2023 which lays down the specifications of the Updated Algorithm in accordance with Article R3232-7 of the French Public Health Code. Should no ministerial order be issued before December 31st, 2023, the Updated Algorithm shall enter into force in France the following day of the issuance of such ministerial order.

For the sake of clarity, the entry into force of the Updated Algorithm in France starts the 24 month transitional period mentioned in Article 6.1.2 of the Conditions of Use.

Article 4. Additional conditions of use of the Logo

4.1. Generic communications

In France, Santé Publique France restricts the secondary right to use the Logo for Generic communication purposes, for both Source Products and Distributed Products, as follows.

For its Generic communications on the Logo, the Operator may affix the following to its communication media:

- The Neutral Logo,
- And/or 1 or 2 Classifying Logos corresponding to the nutritional scores of a range of Products if (i) the individual nutritional score of each Product in that range is represented by that or those two Classifying Logos and (ii) the Classifying Logos do not mislead the consumer as to the classification of the Products;
- And/or at least 3 of the 5 Classifying Logos if the trademark's Products have more than two different Classifying Logos provided that the Classifying Logos are arranged in such a way as not to mislead the consumer as to the classification of the Products, in particular not to imply that all his Products have the same classification.

4.2. Promotional tools of the Nutri-Score system

The Operator can use the promotional tools of the Nutri-Score system developed by Santé Publique France.

For instance, the Operator can use the promotional tools developed by Santé Publique France to promote the Updated Algorithm.

In addition, the Operators can freely share video links of Santé Publique France's videos, but any broadcast of Santé Publique France's videos is subject to the prior written permission of Santé Publique France and/or the rights holders.

The Operator can also create its own tools to promote the Nutri-Score system. In this case, the Operator is invited to specify that "*The Nutri-Score is developed and supported by Santé Publique France and the public authorities*" on all relevant communication media.

Article 5. Audit

5.1. Technical documentation

The Operator shall make technical documentation available to Santé Publique France and to the agents appointed by Santé Publique France, for the entire duration of the use of the Logo. This technical documentation, which is sufficient to control compliance with the conditions of the Conditions of Use to be checked, includes, in particular:

1° For each trademark that it registers, the list of Source Products;

2° The list of the Distributed Products as well as the identity of their Source Operators and/or any rightsholder of intellectual property rights on these Distributed Products;

3° For each Product:

3.a The Excel file presented in Appendix 1 of Exhibit 4 duly completed, including with the values allowing for the calculation of the nutritional score;

3.b The results of the calculation of the nutritional scores;

3.c Where appropriate, reference to the technical documentation of the Rightsholder; and

3.d The Algorithm used (between the Original Algorithm and the Updated Algorithm) to determine the nutritional score and the Classifying Logo, during the transitional period of twenty four (24) months.

4° The list of communication and presentation media using the Logo.

5.2. Control

In the event of an audit by Santé Publique France revealing a breach on the part of the Operator, Santé Publique France reserves the right to apply the penalty scale set out in Article 7 of these additional conditions for France. If the breaches are not corrected within the deadlines imposed by Santé Publique France, Santé Publique France is automatically authorized to terminate the Operator's registration to the Conditions of Use, without prejudice to any damages to which Santé Publique France may be entitled.

Article 6. Transmission procedure before the Oqali

The Operator submitting an Application in the Territory: France must also complete the Excel file that can be downloaded via the following link: <https://www.santepubliquefrance.fr/media/files/02-determinants-de-sante/nutrition-et-activite-physique/nutri-score/annexe4-oqali>.

6.1. Submission of the questionnaire to Oqali

When the Logo is used in the Territory following registration of the right of use, this Excel file must be sent to the Observatoire de l'Alimentation (“**Oqali**”) within one month of the first implementation of the Logo on packaging or in e-commerce, via the form available online at the following email address https://survey.anses.fr/SurveyServer/s/formation7/Oqali_Suivi_Nutri_Score/questionnaire.htm.

Oqali does not intend to verify the reliability of the data on the form transmitted by the Operator. Nevertheless, Oqali shall ensure that the form is correctly filled out, i.e. with no missing data or data that does not correspond to the terms of the drop-down menus on the Oqali form.

In the event of a non-compliant form, a single reminder will be sent by Oqali. The Operator shall then, within one month, send a compliant form.

Failure to comply with the obligations of this Article 6 may result, at the discretion of Santé Publique France, in any appropriate penalty in accordance with Article 7 of this Exhibit 4 as well as in the partial or total termination of the Operator's registration to the Conditions of Use.

6.2. Update of the submissions to Oqali

If the Application is updated (registration of a new mark of products), the Operator must send a new form to Oqali containing all of the information previously transmitted as well as information concerning the new references affixing the Logo within one month after the release of the relevant products on the markets. For the update of products that have already been registered (release or withdrawal from markets), the Operator must send an updated file at least every 6 months.

The Operator must also update the form sent to the Oqali upon any sanction awarded against it by Santé Publique France, at the sole expense of the Operator.

Article 7. Sanctions

The following tables target the main breaches in the present Conditions of Use, though they are not exhaustive as Santé Publique France reserves the right to sanction the Operator for any breach of the present Conditions of Use. These sanctions are in particular applicable, but not limited to, to breaches of restrictions and conditions of articles 8.3 and 8.4 of the Conditions of Use. Santé Publique France may sanction an Operator for any violation of the Conditions of Use and for any specific violation of the additional conditions applicable to the Territory: France.

A non-exhaustive list of possible violations and of their respective sanctions is indicated here below.

7.1. Sanctions – Use of Logo as a supplemental presentation to the Declaration

There are three levels of sanctions:

- Request to take corrective action
- Suspension of the right to use the Logo until compliance is reached
- Withdrawal of the right to use the Logo by Santé Publique France for a set period of time

| NON-COMPLIANCE | SANCTION |
|---|--|
| 1. Non-compliance with the Logo Guidelines of the Nutri-Score Logo (colour, size, font or use of the Logo for communication purposes) | Request to take corrective actions within a maximum time period of six months after the current stocks are sold off. |
| 2. Use of the Nutri-Score Logo without prior registration under Article 5.2 | Request to take immediate corrective action such as prior registration under Article 5.2 |
| 3. Use of the Nutri-Score Logo on Products that do not comply with the definition of Products laid out in the Conditions of Use. | Request for immediate corrective actions without the opportunity to sell off the stocks that are not already on the market |
| 4. Non-compliance with the rules for calculating the nutritional score, leading to affixing a better Classifying Logo on the packaging of the Product than the actual nutritional score that should have been applied | Suspension of the right to use the Logo until compliance is reached + Immediate return of Products placed on the market or provision of evidence of the implementation of appropriate rectifications towards the public |

| | |
|--|--|
| 5. Misleading or defective presentation of the Nutri-Score Logo as mandatory or coercion of a third party to register an Application | Suspension of the right to use the Logo for a minimum time period of three (3) months |
| 6. Repetition of any of the non-compliances described above | Level of sanction is immediately higher than the one described for the initial infraction |
| 7. Refusal to reach compliance / multiple repetitions of non-compliances | Notice to the appropriate supervisory authorities. Withdrawal of the right to use the Logo for a time period which can be temporary or permanent |

7.2. *Sanctions – Using the Logo for communication purposes*

There are three levels of sanctions:

- Request to take corrective action
- Suspension of the right to use the Logo until compliance is reached
- Withdrawal of the right to use the Logo by Santé publique France for a set period of time

| NON-COMPLIANCE | SANCTION |
|--|--|
| 1. Not complying with the Logo Guidelines for the Nutri-Score Logo (colour, size, font or inappropriate use of the Logo) | Request for immediate corrective actions |
| 2. Use of the Nutri-Score Logo without prior registration | Request for immediate corrective actions such as prior registration |
| 3. Use of the Nutri-Score Logo on Products that do not comply with the definition of Products laid out in the Conditions of Use | Request for immediate corrective actions without the opportunity to sell off the stocks on the market |
| 4. Misleading or defective presentation of the Nutri-Score Logo as mandatory or coercion of a third party to register an Application | Suspension of the right to use the Logo for a minimum time period of three (3) months |
| 5. Repetition of any of the non-compliances described above | Level of sanction is immediately higher than the one described for an initial infraction |
| 6. Refusal to reach compliance / multiple repetitions of non-compliances of issues | Notice to the appropriate supervisory authorities. Withdrawal of the right to use the Logo for a time period which can be temporary or permanent |

Appendice 1 : Oqali documentation

(Excel file downloadable on the following link: <https://www.santepubliquefrance.fr/media/files/02-determinants-de-sante/nutrition-et-activite-physique/nutri-score/annexe4-oqali>)

EXHIBIT 5: ADDITIONAL TERMS AND CONDITIONS FOR BELGIUM

Article 1. Law and Regulations applicable to the Logo in Belgium

The Royal decree of 1st March 2019 on the use of the Logo “Nutri-Score” regulates the Logo’s terms and conditions of use in the Belgian territory. The Federal Public Service (FPS) Public Health, Food chain Safety and Environment, the Direction general Animals, Plants and Foodstuff, the service Food, Feed and Other consumption products is the competent authority for the implementation of the Logo in Belgium.

Article 2. Additional conditions to obtain the right to use the Logo

2.1 Registration of the Application for Source Products

Before any registration, the Operator must read all the necessary information described on the page dedicated to the Logo: <https://www.health.belgium.be/fr/le-nutri-score>

The registration must be done via the international procedure described on the following link: <https://www.health.belgium.be/fr/nutri-score-pour-les-professionnels>

2.2 Notification of the products to the Federal Public Health Service

Operators who wish to use the Logo on products on the Belgian market must notify to the Federal Public Health Service according to the procedure described at the following link: <https://www.health.belgium.be/fr/nutri-score-pour-les-professionnels> and send all the documents at nutri-score@health.fgov.be

Article 3. Additional conditions of the use of the Logo

3.1. Promotional tools of the Nutri-Score System

The Operator can use the promotional tools of the Nutri-Score System developed by FPS Public Health, Food chain Safety and Environment available on the page : www.nutriscore.be

The Operator can also create its own tools to promote the Nutri-Score system. In this case, the Operator is invited to specify that "*The Nutri-Score is developed and supported by the FPS Public Health, Food chain Safety and Environment and the public authorities*" on all relevant communication media.

Article 4. Audit

4.1. Technical Documentation

Operator shall make technical documentation available to the FPS Public Health, Food chain Safety and Environment, for the entire duration of the use of the Logo. This technical documentation, which is sufficient to control compliance with the conditions of the Conditions of Use to be checked, includes, in particular:

1° For each trademark that it registers, the list of Source Products;

2° The list of the Distributed Products as well as the identity of their Source Operators and/or any rightsholder of intellectual property rights on these Distributed Products;

2° For each Product:

3.a. The Excel file of the nutritional value duly completed, including with the values allowing for the calculation of the nutritional score;

3.b The results of the calculation of the nutritional scores; and

3.c where appropriate, reference to the technical documentation of the Rightsholder;

4° The list of communication and presentation media using the Logo.

4.2. Control

The operator has to accept that the FPS Public Health, Food chain Safety and Environment reserves the right to apply the penalty scale set out in Article 5 of these additional conditions for Belgium.

Article 5. Sanctions

There are three levels of sanctions:

- Request to take corrective action
- Suspension of the right to use the Logo until compliance is reached
- Withdrawal of the right to use the Logo by the FPS Public Health, Food chain Safety and Environment for a set period of time

Article 6. Communication

According to Article 9 of the Conditions of Use, the FPS Public Health, Food Chain Safety and Environment may be led to communicate on the companies committed to the Logo and their trademarks involved.

If the Operator does not wish to be subject to such communication it shall inform the FPS Public Health, Food Chain Safety and Environment by sending an e-mail to : nutri-score@health.fgov.be within two (2) weeks from the receipt of its Application by the FPS Public Health, Food Chain Safety and Environment.

EXHIBIT 6: ADDITIONAL TERMS AND CONDITIONS FOR SWITZERLAND

EXHIBIT 7: ADDITIONAL TERMS AND CONDITIONS FOR GERMANY

The following additional conditions apply to the use of the Nutri-Score Logo in the territory of the Federal Republic of Germany. They are subject to the Conditions of Use and to Exhibits 1 to 3.

Article 1. Legal incorporation

By enacting the "*Erste Verordnung zur Änderung der Lebensmittelinformations-Durchführungsverordnung*", which took effect on 6 November 2020, Section 4(a) of the *Lebensmittelinformations-Durchführungsverordnung (LMIDV)* introduced into German food labelling law a legal incorporation of voluntary food labelling with the Nutri-Score in Germany. This incorporation was required by European food labelling law.

Article 2. Regulator

The "Regulator" for Germany, within the meaning of Article 1(1.14) of the Conditions of Use, was designated by the Federal Ministry of Food and Agriculture and is provided in Exhibit 3. The Regulator shall exercise the trademark and other rights to the Nutri-Score trademark in Germany pursuant to the Conditions of Use, including the Exhibits 1 to 3 and 7. The monitoring of compliance with food law by the competent authorities shall remain unaffected, as shall the ensuring of the proper use of the Nutri-Score trademark by the trademark, fair trading and criminal law provisions relevant to trademark protection or other industrial property protection for intangible assets, including any powers assigned to third parties provided for therein. Details of the Regulator's performance of duties and its other rights and obligations arising from the designation pursuant to Article 1(1.14) of the Conditions of Use shall be regulated in a contract between the Federal Republic of Germany, represented by the Federal Ministry of Food and Agriculture, and the Regulator.

Article 3. Registration procedure

The Operator intending to place foods labelled with the Nutri-Score Logo on the market in Germany shall use the procedure entitled "*Registration procedure of the operator to obtain the right to use the registered collective trademark Nutri-Score*" on the following website of the French Regulator Santé publique France for the registration required pursuant to Article 4(4.2) of the Conditions of Use:

https://www.demarches-simplifiees.fr/commencer/ns_international_registration_procedure.

An electronic acknowledgement of receipt of the registration of the Application is immediately sent to the Operator, along with the files allowing for the use of the Logo, subject to the rights of use granted and the specific conditions relating to the Distributed Products.

The information relevant to the registration shall be made available on the website at <https://www.nutri-score.de>.

Article 4. Additional conditions for the use of the Logo for communication and advertising purposes

In Germany, the following additional provisions shall apply to the right to use the Logo for generic communication purposes, for both Source Products and Distributed Products.

For its Generic communications on the Logo, the Operator may affix the following to its communication media:

- The Neutral Logo,
- And/or 1 or 2 Classifying Logos corresponding to the nutritional scores of a range of Products if (i) the individual nutritional score of each Product in that range is represented by that or those two Classifying Logos and (ii) the Classifying Logos do not mislead the consumer as to the classification of the Products;
- and/or at least 3 of the 5 classification Logos if the trademark's Products have more than two different Classifying Logos provided that the Classifying Logos are arranged in such a way as not to mislead consumers as to the classification of the Products, in particular not to imply that all his Products have the same classification.

Further persons entitled to use the Logo pursuant to Article 4(4.1) of the Conditions of Use or third parties (incl. journalists, authors) shall submit their electronic application for specific use of the Logo for general communication purposes in Germany to the Regulator at nutri-score@ral.de"

Article 5. Monitoring the use of the Logo

In principle, the trademark Nutri-Score shall be used by the Operator authorised to do so on its own responsibility and on the basis of mutual market observation by the market participants and other authorised third parties. Without prejudice to the first sentence, the Regulator shall carry out a general market observation and ensure compliance with the Conditions of Use of the Nutri-Score Logo.

By registering, Operators declare that they agree with the Conditions of Use, including their Exhibits, specifically with the powers assigned to the Regulator as referred to *inter alia* in Article 8(8.4), and that they shall keep available all information required for the purpose of monitoring and controlling compliance with the requirements of the Conditions of Use (so-called Technical Documentation) and shall send it electronically to the Regulator upon request. On the basis of the requirements under data protection law, the Operators shall consent to the processing and transmission of these data to the third parties named in the Conditions of Use. The Technical Documentation shall comprise in particular:

1. For each trademark that it registers, the list of Source Products;
2. the list of the Distributed Products as well as the identity of their Source Operators and/or of any holder of intellectual property rights to these Distributed Products;
3. for each Product:
 - 3.a the duly completed "Excel spreadsheet for calculating the Nutri-Score", which can be found on the following website: <https://www.nutri-score.de>, with the values used as a basis for calculating the nutritional score;
 - 3.b the results of the calculations of the nutritional scores;
 - 3.c the model of the label with the Nutri-Score logo that the product will bear when it is distributed on the German market;
 - 3.d where appropriate, the reference to the technical documentation of the Rightsholder; and

3.e the Algorithm used (between the Original Algorithm and the Updated Algorithm) to determine the nutritional score and the Classifying Logo, during the transitional period of twenty four (24) months.

4. the list of the communication and presentation media bearing the Logo.

Article 6. Sanctions

Any Operator using the Nutri-Score Logo must, without prejudice to the Regulator's powers referred to in Article 5, ensure on its own responsibility that the Conditions of Use, including Exhibits 1 to 3 and 7, are complied with throughout the entire period of authorisation to use the Nutri-Score. The powers of the Regulator and the procedure to be applied in the event of non-compliance with the Conditions of Use, including Exhibits 1 to 3 and 7, shall be governed by Article 8 (8.4) and numbers 12.2.2, 12.2.3 and 12.3 of Article 12 of the Conditions of Use.

The Regulator shall impose possible sanctions pursuant to Article 6(1) and (2) of this Exhibit 7, taking into account the specific case. While the following Article 6(1) and (2) describe the significant infringements of these Conditions of Use and their possible sanctions, they are not exhaustive.

6.1. Sanctions – Use of the Logo as a presentation in addition to the mandatory nutritional declaration

There are three levels of sanctions:

- Request to take remedial action (level 1)
- Suspension of the right to use the Logo until compliance has been achieved (level 2)
- Withdrawal of the right to use the Logo for a set period of time or permanent by the Regulator (level 3)

| NON-COMPLIANCE WITH PROVISIONS | SANCTION |
|--|--|
| 1. Non-compliance with the Graphic Charter of the Nutri-Score logo (colour, size or font or use of the Logo for communication purposes). | Request to take remedial action within a maximum time period of six (6) months. Within this period, the stocks may still be sold. |
| 2. Use of the Nutri-Score logo without prior registration pursuant to Article 5. | Request to take immediate remedial action such as prior registration pursuant to Article 5. |
| 3. Use of the Nutri-Score Logo on Products that do not comply with the definition of Products as laid down in the Conditions of Use. | Request to take immediate remedial action without the option of disposing of stocks that have not yet been placed on the market. |
| 4. Non-compliance with the rules for calculating the nutritional score, leading to affixing a better Classifying Logo on the packaging of the Product than the actual nutritional score that should have been applied. | Suspension of the right to use the Logo until compliance has been achieved and immediate return of Products placed on the market or provision of evidence of the implementation of appropriate rectifications towards the public |
| 5. False or misleading presentation of the NutriScore Logo as mandatory or coercing a third party to register an Application. | Suspension of the right to use the Logo for a minimum period of three (3) months. |

| | |
|--|--|
| 6. Repetition of any of the non-compliances with Conditions of Use described above. | Immediately higher level of sanction than that envisaged for the first violation. |
| 7. Refusal to rectify non-compliance with, or repeated violations of, the Conditions of Use. | Withdrawal of the right of use for a specific period of time, up to and including permanent exclusion. |

6.2. *Sanctions – Use of the Logo for communication purposes*

Three levels of sanctions are envisaged:

- Request to take remedial action (level 1)
- Suspension of the right to use the Logo until compliance has been achieved (level 2)
- Withdrawal of the right to use the Logo for a set period of time or permanently (level 3)

| NON-COMPLIANCE WITH PROVISIONS | SANCTION |
|--|---|
| 1. Non-compliance with the Graphic Charter of the Nutri-Score Logo (colour, size or font or inappropriate use of the Logo). | Request to take immediate remedial action. |
| 2. Use of the Nutri-Score Logo without prior registration pursuant to Article 5 | Request to take immediate remedial action such as registration pursuant to Article 5. |
| 3. Use of the Nutri-Score Logo on Products that do not comply with the definition of products as laid down in the Conditions of Use. | Request to take immediate remedial action without the opportunity to sell off the stocks on the market. |
| 4. False or misleading display of the Nutri-Score Logo as mandatory or coercing a third party to register an Application. | Suspension of the right to use the Logo for a minimum time period of three (3) months. |
| 5. Repetition of any of the non-compliances with Conditions of Use described above. | Immediately higher level of sanction than that envisaged for the first violation. |
| 6. Refusal to rectify non-compliance with, or repeated violations of, the Conditions of Use. | Withdrawal of the right to use the Logo for a specific period of time, up to and including permanent exclusion. |

EXHIBIT 8: ADDITIONAL TERMS AND CONDITIONS FOR LUXEMBOURG

The following additional conditions apply to the use of the Logo on the Territory: Grand Duchy of Luxembourg, hereinafter “Luxembourg”. They are subject to the Conditions of Use and to Exhibits 1 to 3.

Article 1. Laws and regulations applicable to the Logo in Luxembourg

In Luxembourg, the Grand-Ducal Regulation of 7 May 2021 on the use of the Nutri-Score logo governs the terms of use of the aforementioned logo (the Logo provides voluntary food information in accordance with Article 36 of the European Regulation (EU) 1169/2011). The Ministry responsible for [Agriculture](#) is the competent authority for the implementation of the regulation and acts as Regulator, as provided for by the Nutri-Score conditions of use.

Consequently, the right to use the Logo granted primarily by the Ministry responsible for [Agriculture](#) by means of registration of the Operator with Santé publique France is a right to affix for the Source Products and to use for the Distributed Products as voluntary food information in accordance with Article 36 of the EU Regulation (EU) 1169/2011.

Article 2. Additional conditions to obtain the right to use the Logo

2.1. Registration of the Application for Source Products

Before any registration, the Operator must take note of the full administrative procedure applicable to Luxembourg, which can be found under the link <https://securite-alimentaire.public.lu/fr/professionnel/Denrees-alimentaires/Etiquette/Nutri-Score.html> and the registration procedure described on the dedicated web page: <http://santepubliquefrance.fr/Sante-publique-France/Nutri-Score>.

Registration for Luxembourg must be completed by following the procedure for international territories on the Santé Publique France website under the following link: https://www.demarches-simplifiees.fr/commencer/ns_international_registration_procedure

Santé publique France subsequently provides the Operator with the documents necessary for its use.

Article 3. Entry into force of the Updated Algorithm

In Luxembourg, the entry into force of the Updated Algorithm mentioned in Article 6.1.2 of the Conditions of Use is subject to the issuance of a grand-ducal regulation at the latest on December 30th, 2023 which lays down the specifications of the Updated Algorithm in accordance with the national law of 28 July 2018 establishing a system of control and sanctions relating to foodstuffs. Should no grand-ducal regulation be issued before December 31st, 2023, the Updated Algorithm shall enter into force in Luxembourg the following day of the issuance of such a grand-ducal regulation.

For the sake of clarity, the entry into force of the Updated Algorithm in Luxembourg starts the 24 month transitional period mentioned in Article 6.1.2 of the Conditions of Use

Article 4. Additional conditions of use of the Logo

4.1. Generic communications

For its Generic communications on the Logo, the Operator may affix the following to its communication media:

- The Neutral Logo,
- And/or 1 or 2 Classifying Logos corresponding to the nutritional scores of a range of Products if (i) the individual nutritional score of each Product in that range is represented by that or those two Classifying Logos and (ii) the Classifying Logos do not mislead the consumer as to the classification of the Products;
- And/or at least 3 of the 5 Classifying Logos if the trademark's Products have more than two different Classifying Logos provided that the Classifying Logos are arranged in such a way as not to mislead the consumer as to the classification of the Products, in particular not to imply that all his Products have the same classification.

4.2. Promotional tools of the Nutri-Score system

The Operator may create their own tools to promote the Nutri-Score system. In this case, the Operator is invited to specify that “The Nutri-Score is developed and supported by Santé Publique France and the (Luxembourg) public authorities” on all relevant communication media.

Article 5. Audit

5.1. Technical documentation

The Operator shall make technical documentation available to the official Luxembourg regulatory bodies for the entire duration of the use of the Logo. This technical documentation, which is sufficient to control compliance with the conditions of the Conditions of Use to be checked, includes, in particular:

1. For each trademark that it registers, the list of Source Products;
2. The list of the Distributed Products as well as the identity of their Rightsholder and/or any rightsholder of intellectual property rights on these Distributed Products;
3. For each Product:
 - a. The Excel file of nutritional values duly completed, including with the values allowing for the calculation of the nutritional score. This Excel file is available at <https://www.santepubliquefrance.fr/determinants-de-sante/nutrition-et-activite-physique/articles/nutri-score>;
 - b. The results of the calculation of the nutritional scores;
 - c. Where appropriate, reference to the technical documentation of the Rightsholder; and
 - d. The Algorithm used (between the Original Algorithm and the Updated Algorithm) to determine the nutritional score and the Classifying Logo, during the transitional period of twenty four (24) months.
4. The list of communication and presentation media using the Logo.

5.2. Control

The Operator must accept that checks on the application and use of the Logo are carried out by the official regulatory authorities in Luxembourg and for which the penalty scale provided for in Article 6 opposite applies.

Article 6. Sanctions

There are three levels of sanctions:

- Request to take corrective actions
- Suspension of the right to use the Logo until compliance is reached
- Withdrawal of the right to use the Logo by the Regulator in Luxembourg for a set period of time

Article 7. Communication

According to Article 9 of the Conditions of Use, the Luxembourg Regulator may be led to communicate on the companies committed to the Logo and their trademarks involved.

If the Operator does not wish to be subject to such communication it shall inform the Regulator by sending an e-mail to: nutriscore@alva.etat.lu within two (2) weeks of registration on the Santé Publique France web site.