



CODICE MEDIA NETWORK

Media Partner Agreement

Resale and referral of editorial and Web & AI services · with Annexes A, B, C and D

DOCUMENT	VERSION	STATUS	LANGUAGE
D1	1.0 · 30 October 2026	Version 1.0 · approved	English

The parties

CODICE **Codice Ltd**, a company incorporated in England and Wales, registered office 167-169 Great Portland Street, London W1W 5PF, United Kingdom, company no. 16474290, trading as CODICE (a trademark of Lutin IP Ltd used under licence). Email: redazione@codice.co.uk · Website: codice.co.uk

Partner	Company name: _____
	Registered address: _____
	VAT / UID / tax number: _____
	Legal representative: _____
	Email for notices: _____
	Main operating area (Italian provinces / Swiss cantons / countries): _____

CODICE and the Partner are together the "Parties".

Background

A. CODICE is a publisher. It publishes the outlets of the CODICE Media Network: CodicelItalia.com, Zug24.com, BRICS24.news, 3LNews.com, Vegan24.news, NationContinuity.com and Artex24.com. Sahel24.com and lubilaeum2033.com launch in November 2026.

B. CODICE also produces websites, e-commerce sites and AI-based marketing services ("Web & AI"). This line is reserved for Media Partners: CODICE does not sell it directly to businesses.

C. The Partner is an agency, professional, freelancer or consultant that already serves businesses and organisations. It wants to offer CODICE's services to its clients, either by reselling them or by referring clients to CODICE.

D. The Parties want clear written rules on prices, client attribution, commissions, payments, data and conduct. That is the purpose of this agreement (the "Agreement").

1. Definitions

1.1 In this Agreement the following terms have the meanings below.

Term	Meaning
Client	A business, organisation, professional or institution that buys a CODICE service, directly or through the Partner. CODICE does not serve consumers.
Registered Client	A Client registered by the Partner under clause 5 and confirmed by CODICE as attributed to the Partner.
Final Price List	Recommended end-client prices, published on codice.co.uk and set out in Annex A. CODICE always applies it to end Clients.
Partner Price List	Prices reserved for the Partner acting as reseller, set out in Annex A.
Revenue	The net amount, excluding VAT and taxes, invoiced and collected by CODICE on Registered Clients and orders brought by the Partner (resale and referral), from the Activation Date. Refunds, credit notes, reversals and chargebacks are excluded.

Term	Meaning
Lead	A contact from a business or organisation interested in CODICE's services, collected by CODICE and assigned to the Partner.
Partner Area	The restricted section of codice.co.uk where the Partner registers Clients, places orders and views Revenue, commissions, Leads and materials. Until it is live, the email procedures in this Agreement apply.
Zone	The territory used to assign Leads: province in Italy, canton in Switzerland, country elsewhere.
Activation Date	The date on which the Partner accepts this Agreement under clause 21.

2. Scope

2.1 This Agreement governs the non-exclusive cooperation between CODICE and the Partner for two service lines:

Line	What it covers
Publishing	CODICE Media Network formats: press releases, editorial articles, interviews, Media Network Package, editorial plans, directory listings, newsletter sponsorships, banners, Artex24 special formats, Pro and Premium publication credits.
Web & AI	Digital Check, websites, e-commerce, AI marketing services, maintenance and hosting fees, as set out in Annex A and in quotes.

2.2 For each Client the Partner chooses one of two models at registration:

Model	How it works	Who invoices the Client	Partner's earnings
Reseller	The Partner buys from CODICE at the Partner Price List and resells at a price it sets. CODICE works white label and delivers unbranded reports.	The Partner	The difference between its selling price and the Partner Price List
Referrer	The Partner introduces the Client. CODICE handles brief, production, publication, delivery and invoicing at the Final Price List.	CODICE	20% of the net amount actually collected by CODICE (clause 9)

2.3 The chosen model applies to that Client for the whole attribution period. The Partner may ask to change it for future orders through a new registration; orders already confirmed stay in the original model.

2.4 The technical terms of service delivery are those of the CODICE Terms and Conditions published on codice.co.uk: Part A for Publishing and Part B (Web & AI services for partners) for Web & AI. If they conflict, this Agreement prevails.

3. Independence of the Parties

3.1 The Partner acts as an independent business or professional, in its own name and on its own account. It is not an employee, commercial agent, permanent intermediary, attorney or representative of CODICE.

3.2 Neither Party has exclusivity. CODICE may work with other partners, including in the same Zone. The Partner may work with other suppliers, including competitors.

3.3 The Partner has no obligation of continuous promotion, results or minimum volumes. It freely decides whether, when and how to offer the services.

3.4 The Partner may not bind CODICE towards third parties, sign contracts, accept orders or collect money in CODICE's name. In the Referrer model, Client payments go only to CODICE.

3.5 Each Party bears its own costs, taxes and social contributions. The Partner organises its business with its own means.

4. Activation and basic duties

4.1 The Partner applies through the form on codice.co.uk. CODICE assesses the application and may reject it without giving reasons.

4.2 Once the Agreement is accepted, CODICE activates the Partner Area (when available), sends the price list, onboarding kit and materials, and holds a kick-off call.

4.3 The Partner keeps its details up to date and promptly notifies changes of company name, address, VAT number or legal representative.

5. Client registration and attribution

5.1 The Partner registers each Client before introducing it or ordering on its behalf. Registration takes place in the Partner Area. Until the Partner Area is live, the Partner emails redazione@codice.co.uk with the subject "Client registration", stating: company name, VAT or UID number, name, role and contact details of the contact person, services of interest and chosen model (Reseller or Referrer).

5.2 CODICE confirms or rejects the registration within 2 working days. If CODICE does not reply, the registration is deemed confirmed.

5.3 The first valid and complete registration received by CODICE prevails. If the same Client is registered more than once, the date and time of receipt decide.

5.4 CODICE may refuse attribution if, in the previous 6 months, the Client:

a) has already bought from CODICE; b) has been in documented negotiations with CODICE (quote, offer, call or written exchange); c) has been registered by another partner whose attribution is still valid.

In these cases CODICE states the reason without disclosing other partners' data.

5.5 Attribution lasts **12 months** from confirmation of the registration. Each order paid by the Client renews attribution for a further 12 months from that payment.

5.6 When attribution expires, the Client becomes free. The Partner may register it again if it has not been attributed to someone else in the meantime.

5.7 Registered Clients are disclosed to CODICE in confidence. CODICE uses them only to perform this Agreement.

6. Non-circumvention and Lead routing

6.1 CODICE does not bypass the Partner. During attribution CODICE does not offer Registered Clients, directly or through other partners, the services covered by this Agreement on terms more favourable than those the Partner can offer. If a Registered Client contacts CODICE on its own, CODICE refers it back to the Partner or, in the Referrer model, handles the order and credits the commission to the Partner.

6.2 CODICE always applies the Final Price List to businesses that come to it directly. It does not charge end Clients less than the Final Price List, except for public promotions that also apply to partners' Clients.

6.3 Businesses that contact CODICE without a partner are routed, at CODICE's discretion, to the active partner in their Zone. Where there is no partner, CODICE may serve them directly at the Final Price List.

6.4 When it receives a Lead, the Partner:

a) accepts or declines it in the Partner Area (or by email) **within 48 hours**; b) contacts the person **within 2 working days** of acceptance; c) updates the Lead status (contacted, negotiating, closed, lost).

If the Partner does not accept in time or does not contact the Lead, CODICE may reassign it. A Lead that is accepted and contacted becomes the Partner's Registered Client, under the model the Partner states.

6.5 Lead assignment is not a right of the Partner. CODICE decides it based on Zone, sector, language, response times and results.

6.6 The Partner does not bypass CODICE. It does not use contacts, materials or information received from CODICE to have third parties produce services that the Client has ordered from CODICE or that the Lead has requested from CODICE.

7. Prices

7.1 The Final Price List and the Partner Price List are set out in Annex A, excluding VAT. In Switzerland invoicing is in CHF with the same numerical amounts (EUR = CHF).

7.2 The Partner acting as reseller freely sets the selling price to its Clients. CODICE recommends the Final Price List.

7.3 CODICE may change the price lists with **30 days'** written notice (email or Partner Area). Quotes already accepted and orders already confirmed keep the agreed price.

7.4 The launch prices of the Publishing price list apply to orders placed until 31 January 2027. After that date clause 7.3 applies.

7.5 Promotions, special packages and custom quotes are valid only if confirmed in writing by CODICE.

8. Orders, delivery and payment (Reseller model)

8.1 The Partner orders in the Partner Area, through the codice.co.uk shop with its own account, or by a quote accepted in writing. Each order states the Registered Client it relates to.

8.2 **Publishing.** CODICE invoices the Partner at the end of each month for that month's Publishing orders. Payment is due **within 15 days** of the invoice date. CODICE may require prepayment for the first orders, for large amounts or if the Partner has overdue invoices.

8.3 **Web & AI.** CODICE invoices the Partner a **50% advance** on acceptance of the quote and the **balance on delivery**. Work starts when the advance is received. Go-live or delivery of files takes place after payment of the balance.

8.4 **Recurring fees.** Monthly fees (maintenance, hosting, recurring services) are invoiced monthly in advance. Minimum term 12 months from go-live; then monthly renewal with **30 days'** written notice of cancellation.

8.5 Late payment. If payment is late, CODICE sends a reminder. If payment is not received within 7 days of the reminder, CODICE may suspend work, publications and recurring services until payment. Overdue amounts bear statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8.6 Payment methods: bank transfer or PayPal, as stated on the invoice. The Partner's bank charges are borne by the Partner.

8.7 In the Reseller model the Partner alone is responsible towards its Client for price, collection, contract and commercial support. Non-payment by the Client does not release the Partner from paying CODICE.

9. Commissions (Referrer model)

9.1 For each Registered Client in the Referrer model, the Partner earns a commission of **20% of the net amount collected** by CODICE (excluding VAT and taxes) on all orders paid by the Client during attribution, including Pro and Premium publication credits.

9.2 On monthly fees, the commission is 20% for the first **12 months** of fees paid.

9.3 Commission accrues only when CODICE collects payment. It does not accrue on amounts unpaid, refunded, reversed, credited or charged back. If CODICE has already paid commission on an amount later refunded, it sets it off against later commissions or asks for repayment.

9.4 By the **5th of each month** CODICE provides a statement of commissions accrued in the previous month, showing Client, order, amount collected and commission. The Partner issues an invoice or receipt to Codice Ltd for the statement amount. CODICE pays **by the 15th of the month**, or within 10 days of receiving the document if it arrives after the 5th.

9.5 The Partner may dispute a statement in writing within 30 days. After that period the statement is deemed accepted, save for clerical errors.

9.6 The commission covers all of the Partner's remuneration for the referral. The Partner may not charge the Client for the same service without disclosing it to the Client.

10. Gold Programme

10.1 The Partner takes part in the Gold Programme under the rules in **Annex B**. Revenue counted includes resale and referral.

11. Partner-refers-partner bonus

11.1 A Partner that introduces a new partner to CODICE receives a one-off bonus of **€200** when the first order brought by the new partner is paid to CODICE.

11.2 The new partner must name the introducing Partner in its application form. The bonus applies to one level only: no bonus on partners introduced by the new partner and no bonus on bonuses.

11.3 The bonus is paid with the monthly statement under clause 9.4. It is not due if the new partner had already applied or was already active, or if the first order is refunded.

12. White label and use of trademarks

12.1 In the Reseller model CODICE works white label: it does not present itself to the Partner's Client, does not contact that Client for commercial purposes and delivers reports without the CODICE brand.

12.2 White label has one limit. Articles appear on the outlets of the CODICE Media Network, with the outlet name and the "sponsored content" label where the law or the editorial policy requires it. Clients' websites and their legal pages show the information required by law.

12.3 The Partner may use the "Media Partner CODICE" badge, the outlet logos and the materials provided by CODICE only to promote the services covered by this Agreement and in line with the guidelines received.

12.4 CODICE and the names and logos of all outlets are trademarks of **Lutin IP Ltd**, used by Codice Ltd under licence. This Agreement grants the Partner no other trademark rights. The Partner does not register domain names, social media accounts or trademarks that contain or imitate these signs.

12.5 When this Agreement ends, the Partner stops using badges, logos and materials within 15 days.

13. Editorial independence

13.1 CODICE keeps final editorial control over everything it publishes. It may edit texts for style, clarity and compliance, or refuse them.

13.2 CODICE refuses, for example: unlawful, misleading or defamatory content; political propaganda or political and election campaigns; hateful or discriminatory content; unproven health claims; unauthorised financial or crypto-asset promotions; content infringing third-party rights; content relating to sanctioned persons or entities.

13.3 Sponsored content is always labelled as such. Paid links follow the editorial policy published on codice.co.uk.

13.4 If CODICE refuses content already paid for, it refunds that single item or, for credits, restores the credit. No other compensation is due.

14. Partner obligations

14.1 The Partner:

a) complies with the Code of Conduct in **Annex D**; b) gives Clients true and complete information about outlets, services, timings and prices; c) runs its sales activity in compliance with the law, in particular the UK GDPR, the GDPR, the Swiss FADP and ePrivacy rules on direct marketing, and with platform rules (LinkedIn, Meta, WhatsApp); d) in the Reseller model, obtains from the Client the materials, information, approvals and access needed and warrants that it has the right to pass them to CODICE; e) in the Reseller model, is responsible towards its Client for the service sold and handles complaints and requests, with CODICE's technical support; f) promptly informs CODICE of complaints, disputes or requests from authorities relating to the services.

15. Data protection

15.1 The Parties process personal data under the Data Processing Agreement in **Annex C**, which forms an integral part of this Agreement.

16. Confidentiality

16.1 Each Party keeps confidential the other Party's non-public information: partner price lists, commercial terms, Client data, Leads, strategies, internal materials and Partner Area content.

16.2 This obligation applies for the term of this Agreement and for **2 years** after it ends. It does not cover information that is already public, lawfully known, or that must be disclosed by law or by order of an authority.

17. Intellectual property in deliverables

17.1 Ownership of Web & AI deliverables follows Part B of the CODICE Terms: bespoke deliverables pass to the client that paid for them once all project invoices are settled; CODICE's tools, templates, methods and AI workflows remain CODICE's, with a perpetual, non-exclusive licence to use them as part of the deliverables. In the Reseller model CODICE's client is the Partner, which transfers the rights to its own Client.

17.2 Articles published on the outlets remain on the outlets under Part A of the Terms. The Client may quote and share them with links.

18. Liability

18.1 Each Party's total liability to the other for any cause connected with this Agreement is limited to the amounts paid by the Partner to CODICE or by CODICE to the Partner under this Agreement in the **12 months** before the event giving rise to the claim.

18.2 Neither Party is liable for indirect or consequential loss, loss of profit, loss of data or loss of goodwill.

18.3 These limits do not apply to wilful misconduct or gross negligence, fraud, death or personal injury caused by negligence, breach of confidentiality or data protection obligations, trademark infringement, or any other liability that cannot be limited by law.

18.4 CODICE does not guarantee commercial results, Google positions, citations in AI engines or the Partner's sales volumes.

19. Anti-bribery and sanctions

19.1 The Parties comply with applicable anti-bribery laws, including the **UK Bribery Act 2010**. Neither Party offers, promises or accepts any improper advantage to obtain orders, publications or decisions.

19.2 The Partner does not bring to CODICE Clients, Leads or payments relating to persons, entities or countries subject to sanctions of the United Kingdom, the European Union, the United Nations, Switzerland or the United States.

19.3 CODICE may carry out identity, beneficial ownership and sanctions checks (KYC) on Partners and Clients, request documents, and refuse or suspend orders if the checks are not passed. No commission is due on orders so refused.

20. Term, termination for convenience and for cause

20.1 This Agreement is for an indefinite term and starts on the Activation Date.

20.2 Either Party may terminate at any time with **30 days'** written notice, without penalty.

20.3 Either Party may terminate this Agreement with immediate effect, by written notice, if the other Party:

a) commits a material breach and fails to remedy it within 10 days of a written notice, where remedy is possible; b) becomes insolvent, enters insolvency proceedings or ceases business; c) behaves in a way that seriously harms the reputation of the other Party or of the outlets; d) breaches the Code of Conduct, anti-bribery rules or sanctions.

20.4 Effects of termination:

a) CODICE pays commissions accrued on amounts collected up to the termination date, and on amounts collected within 60 days for orders confirmed before termination, unless termination results from the Partner's breach; b) Client attributions end; Clients become free; c) ongoing projects are completed on the agreed terms unless otherwise agreed in writing; ongoing recurring fees continue until their expiry or cancellation; d) amounts already invoiced remain due; e) the clauses on confidentiality, data protection, intellectual property, liability and governing law survive.

21. Changes to the Agreement and electronic acceptance

21.1 CODICE may update this Agreement and its Annexes. It notifies the new version by email or in the Partner Area at least **30 days** before it takes effect. If the Partner continues to operate after that date, the new version is deemed accepted. If it does not accept it, the Partner may terminate without notice before the change takes effect.

21.2 The Partner accepts this Agreement in the Partner Area by an explicit action or by signing this document, including by electronic signature. CODICE keeps a record of the Agreement version and the date, time and IP address of acceptance. The Parties agree that this record is admissible as evidence.

22. General provisions

22.1 Notices are sent by email to the addresses stated in the Parties section, or through the Partner Area.

22.2 The Partner may not assign this Agreement without CODICE's written consent. CODICE may assign it to a company of its group with written notice.

22.3 If any clause is invalid, the rest of the Agreement remains valid. The Parties replace the clause with a valid one that is as close as possible in effect.

22.4 This Agreement, with its Annexes and the Terms it refers to, is the entire agreement between the Parties on its subject matter and supersedes all prior understandings.

22.5 If the Italian and English versions of this Agreement differ, the English version prevails.

23. Governing law and jurisdiction

23.1 This Agreement is governed by the law of England and Wales.

23.2 The courts of England and Wales have exclusive jurisdiction over any dispute. Before starting proceedings, the Parties try for 30 days to reach an amicable solution.

Signatures

For Codice Ltd	For the Partner
Name: _____	Name: _____
Role: _____	Role: _____
Date: _____	Date: _____
Signature: _____	Signature: _____

The Partner confirms that it has read and specifically accepts clauses 3 (independence), 5 (attribution), 6 (non-circumvention and Leads), 7.3 (price changes), 8.5 (suspension for late payment), 9.3 (reversal of commissions), 18 (limitation of liability), 20 (termination), 21 (changes) and 23 (governing law and jurisdiction).

Partner's signature for specific acceptance

Annex A – Partner Price List

Prices in euro, excluding VAT. In Switzerland the same amounts apply in CHF. Version of 30 October 2026.

A.1 Publishing – CODICE Media Network

Format	Final Price List	Partner Price List	Reseller margin (at Final Price List)	Referrer commission (20%)
Press release (1 outlet)	59.00	41.30	17.70	11.80
Editorial article (1 outlet)	99.00	69.30	29.70	19.80
Interview	149.00	104.30	44.70	29.80
Media Network Package (4 outlets of 7)	349.00	244.30	104.70	69.80
Annual editorial plan (12 articles)	990.00	693.00	297.00	198.00
Directory listing, 12 months	199.00	139.30	59.70	39.80
Zug24 newsletter sponsorship (per send)	79.00	55.30	23.70	15.80
Banner 300×250, 30 days	49.00	34.30	14.70	9.80

Artex24 special formats

Format	Final Price List	Partner Price List (-20%)	Reseller margin	Referrer commission (20%)
Event and fair feature	590	472	118	118
Institution feature	990	792	198	198
Storytelling series (3 episodes)	1,490	1,192	298	298
Section patronage, 12 months	3,490	2,792	698	698

Press release publication credits

Credit	Price per credit	Notes	Referrer commission (20%)
Pro (24-48 hours)	10	Packs of at least 5 credits	2
Premium (12-24 hours)	20	Packs of at least 5 credits	4

Publishing launch prices apply to orders placed until 31 January 2027. After that, any changes follow clause 7.3 (30 days' notice).

A.2 Web & AI

Service	Final Price List	Partner Price List	Reseller margin	Referrer commission (20%)
Digital Check	Free	Free	—	—
Site in 48h	1,490 + 49/month	990 + 32/month	500 + 17/month	298 + 9.80/month for 12 months

Service	Final Price List	Partner Price List	Reseller margin	Referrer commission (20%)
Shop Start	3,490 + monthly fee	2,290 + monthly fee	1,200	698 + 20% of the fee for 12 months
Essential	4,900	3,190	1,710	980
Shop Pro	from 6,900	from 4,490	from 2,410	from 1,380
Professional	8,900	5,790	3,110	1,780

Notes:

a) the Shop Start monthly fee is set in the quote; b) the partner monthly fee for the Site in 48h is €32/month (final price €49/month); c) for Shop Pro and custom projects, the final price and the partner price are stated in the quote, in the same proportion; d) the Reseller margin is calculated against the recommended Final Price List; the Partner may sell at a different price.

Annex B – Gold Programme Rules

B.1 Who it applies to

B.1.1 The Gold Programme applies to all Media Partners with an active Agreement, for both the Publishing and the Web & AI lines and for both models (Reseller and Referrer).

B.2 Revenue counted

B.2.1 Revenue as defined in clause 1 counts: the net amount, excluding VAT, invoiced **and collected** by CODICE on Registered Clients and orders brought by the Partner, from the Activation Date.

B.2.2 In the Reseller model, the amount invoiced by CODICE to the Partner (Partner Price List) counts. In the Referrer model, the amount invoiced by CODICE to the Client (Final Price List) counts, net of refunds and credit notes.

B.2.3 The following do not count: orders placed by the Partner for itself or for companies it controls, unless otherwise agreed in writing; orders from fictitious or unverifiable Clients; refunded or reversed orders; bonuses and commissions.

B.3 Levels and benefits

Level	Condition	Benefit
Gold	At least €20,000 of Revenue within the first 3 months from the Activation Date	Gold status + free white-label licence of the CODICE portal for as long as the status lasts
Keeping Gold	At least €50,000 of Revenue in each 12-month period from the Activation Date, of which at least €20,000 in the first 3 months	Status and white-label licence are kept
Gold 100k	At least €100,000 of Revenue in the 12-month period	An extra 5% on all Revenue accrued in the period, plus further benefits announced by CODICE during the year

B.4 Measurement and review

B.4.1 CODICE calculates Revenue every month and shows it in the Partner Area (until it is live, in the monthly statement).

B.4.2 Gold status is granted at the end of the third month from the Activation Date if the threshold is met. It may be granted earlier, as soon as the threshold is met.

B.4.3 Retention is reviewed at the end of each 12-month period. If the threshold is not met, the status lapses from the following month. CODICE warns the Partner 60 days before the review if Revenue is below the threshold.

B.5 White-label portal licence

B.5.1 The licence allows the Partner to use the CODICE portal under its own brand to manage Clients, orders, jobs, press releases and documents.

B.5.2 CODICE hosts, maintains and updates the portal. The Partner receives no source code and no intellectual property rights. Domain or subdomain, configuration and usage limits are agreed in writing.

B.5.3 If the status lapses, CODICE allows 60 days to export data and move to a paid plan, if available, or close the licence.

B.6 Payment of the extra 5%

B.6.1 The extra 5% is calculated on all Revenue accrued in the 12-month period in which the Partner exceeded €100,000.

B.6.2 CODICE notifies the amount within 30 days of the end of the period. The Partner issues an invoice; CODICE pays within 30 days of receipt. At the Partner's request, the amount may be used as credit on future orders.

B.7 Abuse

B.7.1 CODICE may exclude amounts from the calculation, or revoke the status, in case of fictitious orders, artificial splitting, cross-orders between partners, unverifiable Clients or breaches of the Code of Conduct. In case of abuse CODICE may recover benefits already granted.

B.8 Changes

B.8.1 CODICE may change the Programme with 30 days' notice under clause 21. Changes do not remove status, licences or amounts already accrued.

Annex C – Data Processing Agreement

Under Article 28 of the UK GDPR and of Regulation (EU) 2016/679 (GDPR) and, for data processed in Switzerland, the Swiss Federal Act on Data Protection (FADP).

C.1 Roles of the Parties

Situation	Controller	Processor
Resale: CODICE delivers services for the Partner's Clients	The Partner (for the data of its Clients and their users)	CODICE, processing data on the Partner's behalf
Referral: the Partner introduces a Client to CODICE	Each Party is an independent controller for its own processing; after the introduction, CODICE is controller of the Client's data for performing its contract with the Client	—
Lead routing: CODICE assigns a Lead to the Partner	CODICE is controller for collection; the Partner becomes an independent controller from the moment it receives the Lead	—

C.1.1 When acting as independent controllers, each Party complies with its own legal obligations, including transparency and lawful basis. The Partner warrants that it has a lawful basis to disclose to CODICE the data of referred Clients.

C.2 Details of processing as processor (resale)

Item	Content
Purpose	Delivery of Publishing and Web & AI services ordered by the Partner
Data subjects	Client contact persons, users and visitors of websites, e-commerce customers
Personal data	Contact details, professional data, content provided, browsing and order data of the websites built
Special category data	Not expected. The Partner does not transfer health data or other special categories without written agreement
Duration	Duration of the services, then deletion or return under C.8

C.3 CODICE's obligations as processor

CODICE:

a) processes data only on the Partner's documented instructions, including those in this Agreement, orders and quotes; b) informs the Partner if it considers that an instruction infringes the law; c) binds persons authorised to process data to confidentiality; d) implements appropriate technical and organisational measures (C.4); e) assists the Partner in responding to data subject requests and with security, breach notification and impact assessment obligations, within the limits of the information available to it; f) makes available the information needed to demonstrate compliance with this Annex.

C.4 Security measures

The measures include at least: encrypted connections (HTTPS/TLS); access with personal credentials and two-factor authentication for administrators; least-privilege access; regular software and plugin updates; periodic backups; logging of administrative access where available; protected folders for confidential

documents.

C.5 Sub-processors

C.5.1 The Partner gives CODICE general authorisation to engage sub-processors. The current categories are:

Category	Example	Processing location
Hosting and servers	OVH	_____
Transactional email	_____	_____
Payments	PayPal	_____
Artificial intelligence tools	_____	_____
Traffic analytics (subject to consent)	Google Analytics 4	_____

C.5.2 CODICE informs the Partner of changes at least 15 days in advance. The Partner may object on reasonable grounds; if no solution is found, it may terminate the affected services.

C.5.3 CODICE imposes on sub-processors obligations equivalent to this Annex. For AI tools, CODICE uses, where possible, settings that exclude the use of data for model training and does not upload unnecessary personal data.

C.6 International transfers

C.6.1 Transfers outside the United Kingdom, the European Economic Area or Switzerland take place only to countries with an adequacy decision or with appropriate safeguards: the International Data Transfer Agreement (IDTA) or the UK Addendum, the EU Standard Contractual Clauses, and supplementary measures where needed.

C.7 Personal data breaches

C.7.1 CODICE informs the Partner without undue delay and in any case **within 48 hours** of becoming aware of a personal data breach affecting data processed on the Partner's behalf. It states the nature of the breach, the data and data subjects concerned, the likely consequences and the measures taken.

C.8 End of processing

C.8.1 At the end of the services CODICE, at the Partner's choice, deletes or returns the data within 30 days, unless retention is required by law (for example, invoicing data).

C.9 Audits

C.9.1 The Partner may verify compliance with this Annex no more than once a year, except in case of breach, with 30 days' notice, first through a questionnaire and documents and, if needed, through an auditor bound by confidentiality. Costs are borne by the Partner unless material breaches are found.

C.10 Precedence

C.10.1 As regards the processing of personal data, this Annex prevails over the other parts of the Agreement.

Annex D – Media Partner Code of Conduct

This Code protects Clients, the outlets and the Partner's own work. It applies to every activity carried out under the CODICE name or its outlets.

No.	Rule
1	Tell the truth. Present outlets, topics, readers, timings and prices using the data provided by CODICE. Do not inflate numbers or results.
2	Do not promise results nobody controls. Do not guarantee Google positions, rankings, traffic, sales or citations in AI engines (ChatGPT, Perplexity, Google AI Overviews). You may explain how the content helps; do not promise outcomes.
3	Sponsored means declared. Do not present paid content as independent journalism. Do not promise articles, reviews or editorial coverage outside the paid formats.
4	Never pay to change the story. Do not ask for or offer money, discounts or favours to edit, improve, move or remove an article already published. Correction requests go to the newsroom.
5	No spam. Respect the UK GDPR, the GDPR, the Swiss FADP, ePrivacy rules and the rules of LinkedIn, Meta and WhatsApp. No unsolicited mass mailings, purchased lists without a lawful basis, or automation that breaches platform limits.
6	No fake reviews. Do not create, buy or solicit fake reviews, testimonials or profiles, for Clients or for CODICE.
7	No paid politics. Do not sell propaganda, political or election campaign content, or content on behalf of parties or candidates.
8	Clean Clients only. Do not bring Clients engaged in unlawful activities or subject to sanctions. Report any doubt to CODICE.
9	Use the brand correctly. Use the "Media Partner CODICE" badge and outlet logos only as instructed. Do not claim to be CODICE, an employee or a journalist of the outlets.
10	Respect the newsroom. Editorial decisions belong to CODICE. Do not promise the Client texts, headlines or dates the newsroom has not confirmed.
11	Protect data. Use Client data only for the purpose for which you received it and keep it secure.
12	Report problems. Tell CODICE immediately about complaints, errors or requests from authorities.

Consequences

In case of breach CODICE may, in proportion to its seriousness:

a) issue a written warning; b) suspend the Partner Area, Lead assignment or orders; c) terminate the Agreement with immediate effect (clause 20.3); d) withhold commissions and Gold benefits on orders linked to the breach and request repayment of those already paid; e) claim damages, within the limits of clause 18.