



PhoenixX AI Data Framework Policy

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PhoenixX Artificial Intelligence Data Framework (AIDF)

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Governing Law: Swiss Substantive Law

Dispute Resolution: Zurich Arbitration (Swiss Rules)

Issued by: PhoenixX Compliance & Risk Management Division

Domain: PhoenixX.one

Document Classification

This document forms part of the **PhoenixX Compliance Set 2025** and constitutes a legally binding policy governing the acquisition, processing, retention, licensing, and commercial use of data for artificial-intelligence (AI) and machine-learning purposes.

Confidentiality Level: Public Legal Framework

Applies to: All PhoenixX entities, clients, suppliers, and subcontractors engaged in AI-related data operations.

Status: Approved by the PhoenixX Compliance & Risk Management Committee.

1. Purpose and Legal Authority

This Policy defines the legal, ethical, and operational framework under which PhoenixX collects, processes, licenses, and monetises data for AI, analytics, and automation.

It ensures conformity with:

- EU Artificial Intelligence Act (2024);
- General Data Protection Regulation (GDPR); and
- Swiss Federal Act on Data Protection (FADP, rev. 2023).

The Policy provides a defensible legal basis for **provenance, ownership, lawful processing, and reuse** of data in accordance with Swiss and EU regulatory standards.

2. Scope of Application

This Policy applies to:

1. All PhoenixX entities and affiliates performing AI or data-driven activities;
2. All clients, partners, suppliers, and subcontractors whose data may be processed for AI purposes;





3. All datasets collected, generated, or transformed within PhoenixX Systems; and
4. All downstream uses including AI licensing, compliance analytics, and research.

3. Regulatory Framework

PhoenixX implements this Policy in accordance with:

- EU AI Act (2024);
- GDPR 2016/679;
- Swiss FADP (2023);
- OECD AI and Data-Governance Principles (2021);
- UNESCO Ethics of AI Recommendation (2021);
- ISO/IEC 42001:2023 (AI Management Systems);
- NIST AI Risk Management Framework (2023); and
- EU-U.S. Data Privacy Framework (2023).

4. Definitions

AI Data: Textual, visual, or behavioural data used for AI training or validation.

Provenance: Verified origin and chain of custody of data.

Data License: Contractual right to use or resell data or derivatives.

Anonymisation: Irreversible removal of identifiers consistent with ISO/IEC 27559 and ENISA 2023 Guidelines.

Model Output: Any result produced by an AI model trained on PhoenixX data.

High-Risk Processing: Processing classified as high-risk under the EU AI Act.

5. Data Provenance and Traceability

PhoenixX maintains immutable traceability through:

- Unique dataset IDs and audit logs (retained ≥ 5 years);
- Legal documentation of source and rights transfer; and
- Recording of dataset lineage in the PhoenixX Data Ledger.

Each dataset must be supported by evidence of lawful acquisition under **PHX-SCA-1.0**, **PHX-MSA-1.0**, or equivalent contract.





6. Lawful Ground and Ownership

Processing is permitted only on the basis of:

- contractual necessity;
- explicit, informed consent; or
- legitimate interest for anonymised analytics (Art. 6(1)(f) GDPR).

Unless otherwise agreed in writing, PhoenixX retains exclusive ownership of raw and derived datasets.

Intellectual-property rights in trained model weights or outputs are allocated per the relevant **PHX-DLA-1.0** and client contracts.

7. Anonymisation and Data Minimisation

Before AI use, all data must be anonymised and reduced to the minimum necessary scope.

Anonymisation quality is verified by the **PhoenixX AI Governance Office (AIGO)**.

8. Ethical and Responsible AI Principles

PhoenixX applies the principles of:

- **Fairness** – no bias or discrimination;
- **Transparency** – clear documentation and traceability;
- **Accountability** – defined roles and responsibilities;
- **Explainability** – models must allow human-understandable reasoning;
- **Safety** – robustness and security; and
- **Human Oversight** – meaningful human control in critical operations.

This Policy shall be read in conjunction with **PHX-AI-1.0 (AI Ethics & Governance)**.

9. Data Licensing and Commercialisation

PhoenixX may license anonymised datasets for AI training, research, or commercial use subject to:

- governance by the **PHX-DLA-1.0 (Data License Agreement)**;
- proof of lawful origin and rights transfer; and
- screening under export-control and sanctions regimes (EU Reg. 821/2021).

All licensing revenues are accounted for under **PHX-FIN-1.0 (Financial Integrity Policy)** and reported transparently pursuant to § 4 thereof.

10. Risk Management and Oversight

The **AIGO** shall:

- classify datasets (Low/Medium/High Risk);
- approve all High-Risk uses via dual sign-off (Legal + Compliance);
- conduct periodic bias and toxicity assessments; and
- maintain an **AI Compliance Register** of data flows and impact assessments.

11. Subcontractor and Partner Obligations

All external parties shall comply with:

- **PHX-SCA-1.0, PHX-PCC-1.0, PHX-SIC-1.0**, and this Policy.

Subcontractors may not train or replicate PhoenixX data independently.

12. Cross-Border Transfers and Storage

Transfers outside Switzerland or the EEA require:

- adequacy decision (Art. 45 GDPR) or Standard Contractual Clauses;
- encryption and security per **PHX-ISP-1.0**; and
- hosting providers certified to ISO 27001 or equivalent.

13. Data Retention and Destruction

Retention and deletion are governed by **PHX-DREP-1.0 (Data Retention & Evidence Preservation)**.

Unless otherwise required by law, AI training datasets shall be retained for no longer than five (5) years from last use and securely erased using NIST SP 800-88 methods.

14. Enforcement and Sanctions

Non-compliance constitutes a **Material Compliance Breach**. PhoenixX may:

- suspend or terminate contracts;
- impose penalties or claim damages; and
- notify competent authorities.

15. Liability and Indemnity

PhoenixX shall not be liable for the use or interpretation of AI outputs by third parties derived from licensed datasets, except in cases of gross negligence or wilful misconduct.

Partners and licensees shall indemnify PhoenixX against any claims arising from their own AI applications.

16. Cross-Policy Hierarchy

In case of conflict between this Policy and other PhoenixX policies, the following order of precedence applies:

1. **PHX-AI-1.0 (AI Ethics & Governance)**;
2. **PHX-DPA-1.0 (Data Processing Agreement)**;
3. **PHX-DLA-1.0 (Data License Agreement)**;



4. PHX-AI-DF-1.1 (this Policy).

17. Dispute Resolution and Governing Law

This Policy is governed by **Swiss substantive law**.

All disputes shall be finally settled under the **Swiss Rules of International Arbitration**, seat of arbitration Zurich, language English.

18. Review and Amendment

This Policy is reviewed semi-annually by the **PhoenixX Compliance & AI Governance Office**.

Amendments take effect upon publication. Continued engagement constitutes acceptance.

19. Contact

PhoenixX Compliance & AI Governance Office

PhoenixX LLC – Legal & Risk Division

 compliance@phoenixx.one

 www.phoenixx.one

Approval and Enforcement

This AI Data Framework Policy (PHX-AI-DF-1.1) is binding upon all PhoenixX entities, clients, partners, and subcontractors involved in AI data activities. Compliance is a precondition for participation in PhoenixX AI and data-licensing operations.

Approved by: PhoenixX Compliance & Risk Management

Agency PhoenixX LLC

PhoenixX.one

legal@PhoenixX.one | compliance@PhoenixX.one

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+1 307 302 4642
info@phoenixx.one
www.phoenixx.one

2106 House Ave Suite 226
Cheyenne 82001 WY / USA