



PhoenixX Anti-Corruption & Anti-Bribery Policy

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Document Classification

This document is a legally binding compliance policy issued by Agency PhoenixX LLC. It establishes mandatory rules to prevent bribery, corruption, financial misconduct, extortion, illicit payment schemes and unethical business conduct within PhoenixX operations and across its global supply and service chain.

Confidentiality Level: Public Legal Document

Applies To: PhoenixX employees, executives, contractors, subcontractors, partner agencies, suppliers, vendors and associated business representatives

Status: Approved by PhoenixX Compliance & Risk Management

1. Purpose and Legal Effect

This Anti-Corruption and Anti-Bribery Policy ("Policy") establishes the legally binding compliance framework governing the prevention of bribery, corruption, kickbacks, facilitation payments, illicit financial influence, extortion and unethical business conduct in all operations of Agency PhoenixX LLC ("PhoenixX"). This Policy forms an integral and enforceable part of all contractual relationships between PhoenixX and any employee, contractor, subcontractor, supplier or associated business partner. Compliance with this Policy is a mandatory condition of engagement with PhoenixX and applies without exception. Violations of this Policy constitute a material breach subject to enforcement, contract termination, financial recovery, investigation and referral to competent authorities.

2. Corporate Integrity Commitment

PhoenixX conducts business with integrity, transparency and strict adherence to applicable law. PhoenixX prohibits any form of corruption or bribery in any jurisdiction and maintains a zero-tolerance stance toward unethical influence, illegal payments, commercial manipulation and improper business conduct. PhoenixX enforces strict compliance under internationally



recognized anti-corruption standards and refuses to participate in any conduct that compromises business ethics, fair competition or regulatory compliance.

3. Scope and Applicability

This Policy applies to all PhoenixX employees, executives, directors, contractors, subcontractors, partner agencies, suppliers and any third parties acting on behalf of PhoenixX. This Policy applies globally and extends to all business activities, including corporate operations, vendor relations, contract negotiations, data services, AI services, compliance interactions, procurement and financial transactions. PhoenixX reserves the right to immediately suspend or terminate any commercial relationship where corruption risk or misconduct is identified.

4. Legal and Regulatory Framework

This Policy is established in accordance with international anti-corruption legislation, including the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, the OECD Anti-Bribery Convention, the United Nations Convention Against Corruption (UNCAC), Swiss Criminal Code Articles 322ter–322octies, and relevant EU Anti-Corruption Directives. PhoenixX also enforces compliance with applicable anti-money laundering and financial crime legislation, including FATF Recommendations and OFAC sanctions guidance. Where law conflicts, PhoenixX applies the strictest applicable standard.

5. Definitions

For the purposes of this Policy, "Bribery" means directly or indirectly offering, giving, requesting or accepting any financial or non-financial advantage with the intent to improperly influence a business or public decision. "Corruption" refers to abuse of entrusted power for private gain. "Improper Advantage" means any benefit intended to influence judgment, secure preferential treatment or bypass lawful procedure. "Facilitation Payments" are unofficial payments made to secure routine government action and are strictly prohibited. "Public Official" includes any person in public service, political function, state enterprise, government agency or international organization.

6. Prohibition of Bribery and Corruption

PhoenixX strictly prohibits bribery, corruption, kickbacks, secret commissions, unlawful incentives, commercial bribery, improper gifts, influence payments and any conduct that violates anti-corruption legislation or ethical business practice. No employee or business partner of PhoenixX may offer, authorize, request or accept any form of bribe, whether involving public officials or private sector entities. This prohibition applies to both direct and indirect payments, including through intermediaries, agents or third-party facilitators.

7. Facilitation Payments and Improper Advantages

PhoenixX strictly prohibits facilitation payments of any kind, regardless of local customs or business practices. PhoenixX does not tolerate unofficial payments made to accelerate routine procedures, secure approvals, avoid inspections, influence tax assessments or obtain unlawful business advantage. Any request for facilitation payments must be immediately reported to PhoenixX Compliance & Risk Management.



8. Gifts, Hospitality and Conflict of Interest

Reasonable and proportionate business hospitality may be permitted only when lawful, transparent and not intended to influence a business decision. Improper gifts, entertainment, travel or hospitality that create a real or perceived conflict of interest are prohibited. Employees and contractors must disclose any personal, financial or business relationship that may conflict with PhoenixX interests. Undisclosed conflicts of interest constitute a violation of this Policy. Corporate Integrity Commitment

9. Third-Party and Supply Chain Compliance

PhoenixX requires all third parties, including contractors, subcontractors, partner agencies, suppliers, consultants and other associated entities, to comply with this Policy. PhoenixX prohibits the use of third parties as channels for bribery, illicit payments, disguised commissions or corrupt influence. PhoenixX may suspend, audit or terminate any business relationship where corruption risk, procurement manipulation, fraud indicators or misconduct is identified.

10. Anti-Money Laundering and Financial Crime

PhoenixX enforces Anti-Money Laundering (AML) controls consistent with the U.S. Bank Secrecy Act (BSA), EU Anti-Money Laundering Directives (AMLD), Swiss Anti-Money Laundering Act (AMLA) and Financial Action Task Force (FATF) Recommendations. PhoenixX prohibits money laundering, terror financing, sanctions evasion, undisclosed offshore routing, hidden beneficial ownership structures, false invoicing, shell company abuse and artificial debt schemes. PhoenixX may implement payment holds, risk reviews, identity verification and sanctions screening under OFAC, SECO and EU frameworks.

11. Political Contributions and Public Official Dealings

PhoenixX prohibits direct or indirect financial contributions, incentives, benefits, services or anything of value to political campaigns, political parties or public officials for the purpose of securing business or favorable treatment. Any engagement with public officials must comply with anti-corruption law and be pre-approved in writing by PhoenixX Compliance & Risk Management.

12. Sponsorships, Donations and Corporate Influence

Sponsorships and charitable donations may not be used as disguised forms of bribery, political influence or improper advantage. All sponsorships and donations must be lawful, transparent and approved by PhoenixX. PhoenixX prohibits any transfer of value to front organizations or entities linked to public officials, criminal networks or sanctioned parties.

13. Books, Records and Financial Transparency

PhoenixX maintains accurate financial records and prohibits off-book accounts, unrecorded transactions, falsified invoices, undisclosed funds, artificial expenses and manipulated reporting. All financial documentation must reflect legitimate business activity and comply with audit standards. PhoenixX enforces forensic accounting rights where corruption risk is suspected.



14. Due Diligence and Risk-Based Review

PhoenixX conducts due diligence on high-risk third parties, contracts, suppliers and subcontractors. PhoenixX reserves the right to conduct risk assessments, background checks, UBO investigations, sanctions screening and financial reviews to detect corruption risk. Clients, contractors and suppliers must cooperate fully with due diligence requirements.

15. Reporting Obligations and Whistleblowing Protection

PhoenixX enforces mandatory reporting of corruption concerns. Employees, contractors and business partners must immediately report suspected violations of this Policy. PhoenixX provides a secure and confidential reporting mechanism, including anonymous reporting options. No person shall be subject to retaliation, discrimination or professional disadvantage for making a good faith report. Proven false reporting made with malicious intent is prohibited and subject to disciplinary action.

16. Enforcement Rights and Investigations

PhoenixX reserves the right to investigate any suspected breach of this Policy. PhoenixX may conduct internal compliance reviews, contract audits, financial tracing, communication analysis, forensic accounting, asset verification or third-party investigations. All employees, contractors and suppliers must fully cooperate with investigative procedures. PhoenixX may restrict system access, suspend commercial interactions or withhold payments during an investigation.

17. Cooperation with Authorities

PhoenixX fully cooperates with competent regulatory, prosecutorial, financial crime and anti-corruption enforcement authorities where required by law. PhoenixX may report corruption, financial crime or sanctions violations to cooperative bodies including INTERPOL, EUROPOL, the Swiss Federal Police (FedPol), Financial Intelligence Units (FIUs), the U.S. Department of Justice (DOJ), the UK Serious Fraud Office (SFO), FINMA, OFAC, and SECO. PhoenixX may share legally admissible evidence, risk intelligence and investigative findings with competent authorities.

18. Contract Suspension and Termination

Any breach or suspected breach of this Policy constitutes grounds for immediate suspension or termination of contractual relationships. PhoenixX may freeze project execution, block payments, disable access to PhoenixX Systems and terminate contracts with immediate effect in the event of misconduct involving bribery, fraud, financial manipulation, misrepresentation or corruption.

19. Disciplinary Measures

Violations of this Policy by employees, contractors or business partners may result in disciplinary action including written warnings, removal from project assignments, permanent contract termination, reimbursement of financial damages and legal proceedings. PhoenixX reserves the right to seek full recovery of losses and enforce contractual penalties.



20. Training and Compliance Obligations

PhoenixX enforces mandatory compliance awareness for personnel in relevant roles. Contractors, subcontractors and suppliers must complete compliance verification when requested. Refusal to participate in compliance training or audits constitutes a breach of this Policy. PhoenixX may require written certification of policy adherence.

21. Record Retention

PhoenixX retains records of reported violations, investigations and compliance enforcement for a minimum of ten (10) years or longer where necessary for legal defense, arbitration or criminal compliance. Records shall be preserved under Legal Hold obligations when relevant.

22. Liability and Indemnification

PhoenixX shall not be liable for any loss, penalty, reputational damage or regulatory action arising from the corrupt conduct, criminal activity or unlawful payments made by any Client, contractor, subcontractor or supplier. The offending party shall fully indemnify and hold PhoenixX harmless against all claims, damages, investigation costs, legal expenses, enforcement actions and arbitration fees resulting from violations of this Policy. PhoenixX rejects liability for corruption risks originating from external business relationships.

23. Compliance Certifications

PhoenixX may require written compliance certifications, declarations of ethical conduct, third-party due diligence confirmations and anti-corruption statements from any associated party. Refusal to provide certification constitutes a material breach of this Policy and authorizes PhoenixX to suspend or terminate relevant business activity.

24. Policy Governance, Supremacy and Modification

This Policy forms an integral component of PhoenixX contractual governance. In the event of conflict between this Policy and any external anti-corruption policy, supplier ethics policy or business conduct code, this Policy shall prevail to the fullest extent permitted by law. PhoenixX may update or amend this Policy at any time to reflect regulatory requirements or risk controls. Continued business engagement constitutes acceptance of the latest version of this Policy.

25. Governing Law and Arbitration

This Policy shall be governed exclusively by Swiss substantive law, excluding its conflict of law rules. Any dispute, controversy or claim arising out of or in connection with this Policy shall be resolved by final and binding arbitration under the Swiss Rules of International Arbitration of the Swiss Arbitration Centre. The seat of arbitration shall be Zurich, Switzerland and the language of arbitration shall be English. PhoenixX may seek emergency injunctive relief, digital evidence preservation orders, contract enforcement and cross-border execution of awards. The prevailing party shall recover legal and arbitration costs.



Annex A – Prohibited Conduct Classification

The following conduct is strictly prohibited under this Policy and constitutes a Severe Breach subject to immediate enforcement, contract termination, investigation and referral to competent authorities:

Category	Description
Bribery	Offering, giving, receiving or soliciting anything of value to influence a business decision
Kickbacks	Secret commissions or payment arrangements to secure contracts or favorable terms
Commercial Bribery	Unlawful incentives between private entities to distort fair competition
Public Corruption	Payments, gifts or advantages provided to public officials or state employees
Facilitation Payments	Unofficial payments intended to expedite routine governmental actions
Procurement Fraud	Manipulation of bidding processes, tenders, vendor selection or contract awards
Embezzlement	Theft, diversion or misuse of PhoenixX or Client funds
False Invoicing	Artificial debt schemes, fictitious payments or fraudulent billing
Improper Influence	Coercion, intimidation or undisclosed financial interests in decision-making
Money Laundering	Concealment of criminal proceeds through business transactions
Sanctions Evasion	Financial activity involving sanctioned individuals or entities

No tolerance applies to any of the above practices. Violations shall trigger PhoenixX enforcement including contract cancellation, permanent blacklisting, financial recovery, legal escalation and evidence reporting under AML and anti-corruption frameworks.

Annex B – Corruption Risk Indicators

PhoenixX uses a risk-based approach to detect, prevent and investigate corruption exposure in its business operations and supply chain. The following indicators constitute corruption risk signals and require compliance review or escalation:

Risk Category	Red Flag Indicators
Financial Irregularities	Requests for cash payments, unexplained fees, offshore routing, artificially split invoices, false vendor identities
Procurement & Contracts	Undisclosed agents, suspicious subcontracting, inflated pricing, contract steering, unusual urgency or closed bidding
Third-Party Integrity	Beneficial ownership secrecy, shell intermediaries, sanctioned parties, politically exposed persons (PEPs) involved without disclosure
Unlawful Influence	Gifts exceeding policy limits, pressure to approve payments, manipulation of due diligence procedures
Compliance Avoidance	Refusal to sign anti-corruption agreements, incomplete documentation, avoidance of audit or KYC requests
Geographic Exposure	Transactions involving high-risk jurisdictions identified by FATF, OFAC, SECO, or EU compliance watchlists

When one or more corruption risk indicators are present, PhoenixX may initiate mandatory due diligence, enhanced verification, contract review, payment freezes or escalation to PhoenixX Compliance & Risk Management.



Annex C – Reporting and Investigation Procedure

PhoenixX enforces a structured and legally compliant process for the reporting and investigation of suspected bribery, corruption, financial crime or related violations of this Policy. All parties subject to this Policy have a mandatory duty to report misconduct when identified.

Reporting Channels

Reports may be submitted through the PhoenixX Compliance Office via:

- confidential email to compliance@PhoenixX.one
- secure reporting form within PhoenixX Systems
- anonymous reporting via designated whistleblowing channel (where available)

Investigation Procedure

PhoenixX Compliance & Risk Management is responsible for evaluating all reported incidents. PhoenixX may:

- conduct internal reviews, document examinations and digital trace analysis
- interview relevant personnel and third parties
- request contractual and financial records
- implement Legal Hold on relevant evidence
- apply sanctions screening and risk analysis

Personnel and third parties must fully cooperate with investigations. Hindering or attempting to influence an investigation is strictly prohibited and constitutes a Severe Breach.

Confidentiality & Protection

PhoenixX treats all reports in strict confidence. Retaliation, intimidation or discrimination against anyone who submits a good-faith report is prohibited. PhoenixX protects the identity of whistleblowers to the fullest extent permitted by law. Malicious or fraudulent reports made in bad faith are subject to disciplinary action.



Annex D – Enforcement Actions and Consequences

PhoenixX applies a structured enforcement framework for violations of this Policy. Enforcement severity is determined by the nature of the violation, level of intent, legal exposure and business risk.

Enforcement Measure	Description
Formal Warning	Issued for minor or first-time violations with no harmful intent
Compliance Training Order	Mandatory corrective training and compliance certification required
Contract Suspension	Temporary freeze of services, payments or project access pending investigation
Contract Termination	Permanent removal from PhoenixX business activity and system access
Blacklisting	Addition to PhoenixX global risk register and exclusion from future business
Financial Recovery	Recovery of damages, fraud losses or regulatory penalties from responsible party
Legal Escalation	Litigation, arbitration or referral to law enforcement where necessary

PhoenixX reserves the unrestricted right to implement additional enforcement measures to protect business integrity, legal compliance and system security. All enforcement actions may be executed without prior notice where serious misconduct is identified.

Approval and Enforcement

This Anti-Corruption and Anti-Bribery Policy – PHX-ABC-1.0 is binding upon all employees, contractors, suppliers and affiliated business partners of PhoenixX. Compliance with this Policy is a mandatory condition of engagement. Violations shall be enforced without exception.

Approved by: PhoenixX Compliance & Risk Management

Agency PhoenixX LLC

PhoenixX.one

legal@PhoenixX.one | compliance@PhoenixX.one

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Governing Law: Swiss Substantive Law | Dispute Resolution: Zurich Arbitration (Swiss Rules)

This policy includes mandatory arbitration and contractual enforcement provisions.



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

2106 House Ave Suite 226
Cheyenne 82001 WY / USA