



PhoenixX Data Processing Agreement (DPA)

Document Reference: PHX-ANNEX



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Version: 1.0

Effective Date: 22 July 2025

Governing Law: Swiss Substantive Law

Dispute Resolution: Zurich Arbitration (Swiss Rules)

Issued By: Agency PhoenixX LLC

Applies To: Clients processing Personal Data through PhoenixX Services

1. Purpose

This Data Processing Agreement ("DPA") forms part of the contractual relationship between PhoenixX and the Client and governs the processing of Personal Data under Article 28 GDPR, the Swiss Federal Data Protection Act (FADP) and international data protection law.

2. Roles of the Parties

The Client acts as the **Data Controller** and PhoenixX acts as the **Data Processor** with respect to Personal Data processed under this DPA. PhoenixX may also act as a **Sub-Processor** where processing is performed on behalf of partners or infrastructure providers, in accordance with Section 11.

3. Nature and Purpose of Processing

PhoenixX processes Personal Data for the provision of AI-based services, annotation workflows, analytics, data transformation, security operations, infrastructure monitoring, and client support. Processing includes storage, transmission, pseudonymization, model interaction logging, dataset transformation and structured classification.

4. Categories of Data Subjects

PhoenixX may process Personal Data relating to:

- Client employees and business representatives
- End-users of Client digital products (B2B2C)
- Contractors and platform users
- Customer data submitted by the Client



5. Types of Personal Data Processed

PhoenixX may process standard Personal Data as defined under GDPR Article 4. PhoenixX may also process **Special Category Data under GDPR Article 9** only where such data is provided by the Client under explicit instruction, including **erotic content, sexual orientation data, biometric data, psychological profiles, and other sensitive datasets** (DPA-SCOPE3).

6. Duration of Processing

Personal Data will be processed for the duration of the commercial engagement unless otherwise required by law or evidence retention obligations under PHX-DREP-1.0 (Data Retention & Evidence Preservation Policy).

7. Processor Obligations

PhoenixX shall process Personal Data only on documented instructions from the Client. PhoenixX implements appropriate technical and organizational measures ("TOMs") to ensure a level of security appropriate to risk, in accordance with PHX-ISP-1.0 (Information Security Policy).

8. Client Responsibilities

The Client is responsible for the lawfulness of Personal Data submitted to PhoenixX. The Client confirms that Personal Data has been collected in compliance with GDPR, FADP and applicable data protection laws. The Client remains solely responsible for data classification, accuracy and lawful processing instructions under GDPR Article 24.

9. Security Measures

PhoenixX maintains industry-grade security controls including encryption, access controls, logging, security monitoring and incident response procedures. Evidence of security controls is documented in PHX-ISP-1.0 and PHX-IRP-1.0. Security audits may be made available upon request under NDA.

10. Confidentiality

PhoenixX shall ensure that only authorized personnel have access to Personal Data and that they are bound by confidentiality agreements.

11. Sub-Processors

PhoenixX may engage Sub-Processors to support AI operations, hosting, infrastructure, or analytics services (DPA-SUB3). Sub-Processors are bound by written processing agreements. PhoenixX remains responsible for the performance of Sub-Processors.

12. Data Subject Rights Assistance

PhoenixX shall provide reasonable assistance to the Client in fulfilling requests from Data Subjects under GDPR Chapter III and Swiss FADP, including access, rectification, portability and erasure requests.



13. International Data Transfers

Where PhoenixX transfers Personal Data outside Switzerland or the European Economic Area (EEA), PhoenixX uses approved transfer mechanisms including Standard Contractual Clauses (SCCs) and supplementary safeguards.

14. Return and Deletion of Data

Upon termination, PhoenixX shall delete or return Personal Data based on Client instruction, except where retention is required by law or evidence hold obligations under PHX-DREP-1.0.

15. Liability and Indemnity

The Client remains solely responsible for the lawful submission and classification of Personal Data, including **Special Category Data and erotic content. The Client warrants that explicit consent or lawful basis exists under GDPR Article 9** (DPA-ART9-3). The Client shall indemnify PhoenixX for any claims resulting from unlawful or prohibited data submissions.

16. Governing Law and Arbitration

This DPA is governed by Swiss substantive law. Disputes shall be resolved exclusively through arbitration in Zurich under the Swiss Rules.

Signatures

This DPA forms part of any executed PhoenixX Client Agreement. Digital and electronic signatures are legally binding.

PhoenixX – Data Processor

Agency PhoenixX LLC

Name: _____

Title: Head of Compliance

Signature: _____

Date: October 24, 2025

Client – Data Controller

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____





Contact

PhoenixX Data Protection Officer (DPO)

dpo@PhoenixX.one

PhoenixX Compliance: compliance@PhoenixX.one

Enforcement

This DPA – PHX-DPA-ANNEX is binding under PhoenixX contractual terms and Privacy Policy (PHX-DP-1.0).

Approved by: PhoenixX Compliance & Risk Management

Agency PhoenixX LLC – A Wyoming Limited Liability Company

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