



PhoenixX Master Services Agreement Policy

Document Reference: PHX-MSA-1.1



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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

Part of the PhoenixX Compliance Set 2025

This Policy defines the legally binding contractual, ethical, and compliance framework governing all client-service relationships of PhoenixX LLC.

Confidentiality Level: Public Legal Framework

Applies to: All PhoenixX entities, subsidiaries, and affiliates providing professional, consulting, data, or technology services.

Status: Approved by the PhoenixX Compliance & Risk Management Committee

1 | Purpose and Legal Authority

- 1.1 This Policy establishes the overarching legal architecture for all Service Agreements between PhoenixX LLC ("PhoenixX") and its clients.
- 1.2 It ensures consistent governance under Swiss law, the EU GDPR (2016/679), the Swiss FADP (2023), and the EU AI Act (2024).
- 1.3 It serves as the contractual foundation for all **Master Service Agreements (MSAs)**, **Statements of Work (SOWs)**, and **Project Addenda** executed with PhoenixX.

2 | Scope of Application

2.1 This Policy applies to:

- a) Client contracts for consulting, moderation, AI, data, or platform services;
- b) Framework, retainer, or umbrella agreements;
- c) Projects performed through PhoenixX Systems or authorized subcontractors; and
- d) Clients granted access to PhoenixX data or infrastructure.



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

2106 House Ave Suite 226
Cheyenne 82001 WY / USA



2.2 This Policy excludes PhoenixX's internal HR, accounting, or purely administrative operations.

3 | Regulatory and Compliance Framework

3.1 This Policy is implemented pursuant to:

- a) Swiss Code of Obligations (OR, Arts. 394–406);
- b) EU GDPR (2016/679);
- c) Swiss FADP (2023);
- d) EU Artificial Intelligence Act (2024);
- e) OECD Guidelines for Responsible Business Conduct; and
- f) ISO 9001 (Quality Management) and ISO/IEC 27001 (Information Security).

4 | Contractual Structure and Hierarchy

4.1 Each engagement is governed by:

- a) This Master Services Agreement Policy (PHX-MSA-1.2);
- b) The executed MSA between PhoenixX and the Client;
- c) Applicable SOWs, Schedules, and Addenda; and
- d) All binding PhoenixX Compliance Policies (PHX-DP-1.0, PHX-DPA-1.0, PHX-AI-DF-1.1, PHX-FIN-1.0, PHX-NDA-1.0).

4.2 Order of precedence: MSA → this Policy → PhoenixX Compliance Set.

4.3 The MSA prevails over any client purchase order or third-party terms.

4.4 In case of language discrepancy, the **English version shall prevail**.

5 | Service Delivery and Performance Standards

5.1 PhoenixX shall perform all services with professional skill, diligence, and due care in accordance with:

- a) Agreed SOW and SLA specifications;
- b) International compliance standards; and
- c) Approved project timelines.

5.2 PhoenixX may adjust SLAs with 30 days' written notice to reflect regulatory or technical changes.

5.3 Authorized subcontractors may perform services under PHX-SCA-1.0; PhoenixX remains fully liable for their acts and omissions.

6 | Client Responsibilities

6.1 Clients shall:

- a) Provide accurate and complete information and materials;
- b) Cooperate in good faith and within agreed timelines;
- c) Use PhoenixX deliverables lawfully and ethically;





- d) Notify PhoenixX immediately of any breach or investigation related to the services; and
- e) Retain records for at least five (5) years per PHX-DREP-1.0.

6.2 Client delays or failures to cooperate extend delivery timelines without constituting breach by PhoenixX.

7 | Confidentiality and Non-Disclosure

7.1 All information exchanged between the parties is confidential under PHX-NDA-1.0

7.2 Neither party shall disclose confidential information to third parties without prior written consent, except as required by law or court order.

7.3 Confidential obligations survive termination for ten (10) years.

8 | Data Protection and Information Security

8.1 PhoenixX processes data strictly in accordance with:

- a) PHX-DP-1.0 (Data Privacy Policy);
- b) PHX-DPA-1.0 (Data Processing Agreement); and
- c) PHX-ISP-1.0 (Information Security Policy).

8.2 All data is hosted within the EEA or Switzerland in ISO 27001-certified facilities.

8.3 PhoenixX may audit client systems or third-party processors upon ten (10) business days' notice to verify compliance.

9 | Intellectual Property Rights

9.1 All pre-existing PhoenixX intellectual property remains the exclusive property of PhoenixX.

9.2 The Client receives a non-exclusive, non-transferable license to use deliverables solely for internal purposes.

9.3 Transfer of ownership of Client-specific work products occurs only upon full payment and execution of a written assignment per PHX-DLA-1.2.

9.4 AI-generated outputs are licensed —not owned— unless explicitly assigned in writing.

10 | Payment and Financial Integrity

10.1 All payments shall comply with PHX-FIN-1.0.





10.2 Invoices are due within the agreed payment term; late payment entitles PhoenixX to interest under Art. 104 CO.

10.3 Payments shall be net of withholding taxes unless legally required; clients must provide proof of remittance.

10.4 PhoenixX may suspend services in case of non-payment, AML concerns, or financial irregularities.

11 | Compliance and Ethical Conduct

11.1 Both parties shall comply with:

- a) PHX-AFEC-1.0 (Anti-Fraud, Ethics & Compliance Policy);
- b) PHX-ABC-1.0 (Anti-Bribery & Corruption Policy);
- c) PHX-AML-1.0 (Anti-Money-Laundering & Sanctions Policy);
- d) PHX-HR-1.0 (Human Rights & Modern Slavery Policy); and
- e) PHX-FIN-1.0 (Financial Integrity & Payment Compliance Policy).

11.2 PhoenixX enforces zero tolerance for fraud, corruption, forced labour, or unethical conduct.

11.3 Clients shall not use PhoenixX deliverables for illegal or non-compliant purposes.

12 | Warranties and Limitation of Liability

12.1 PhoenixX warrants that services are rendered with reasonable skill and care.

12.2 PhoenixX is not liable for:

- a) Indirect or consequential loss;
- b) Loss of profit or business;
- c) Errors in client-supplied materials; or
- d) Use beyond intended purpose.

12.3 Nothing limits liability for death or personal injury caused by negligence, gross negligence, or fraud.

12.4 Aggregate liability is capped at the fees paid under the relevant MSA during the preceding twelve (12) months.

13 | Term and Termination

13.1 This Policy and any associated Service Agreements remain effective for their defined term or until completion.

13.2 Either party may terminate for material breach after thirty (30) days' written notice to cure.

13.3 PhoenixX may terminate immediately for:

- a) Regulatory or sanctions violations;
- b) Ethical or compliance breaches; or
- c) Conduct posing reputational or legal risk.

13.4 Upon termination, each party shall return or securely destroy confidential information in accordance with PHX-DREP-1.0.

14 | Force Majeure

14.1 Neither party is liable for delay or non-performance caused by events beyond reasonable control, including acts of God, war, pandemic, cyber-attack, or regulatory shutdown.

14.2 The affected party shall promptly notify the other and resume performance as soon as reasonably possible.

15 | Audit and Verification Rights

15.1 PhoenixX may conduct compliance audits or request certifications to verify adherence to data-handling, financial, and ethical standards.

15.2 Audits shall be limited to relevant records and subject to confidentiality undertakings.

16 | Dispute Resolution and Governing Law

16.1 This Policy and all related agreements are governed by **Swiss substantive law**.

16.2 All disputes shall be finally resolved under the **Swiss Rules of International Arbitration**, with **seat and venue in Zurich, Switzerland**, and **language of proceedings English**.

17 | Cross-Policy Integration

17.1 This Policy shall be interpreted together with the PhoenixX Compliance Set, including:

- a) PHX-AI-DF-1.1 (AI Data Framework Policy);
- b) PHX-DP-1.0 (Data Privacy Policy);
- c) PHX-DPA-1.0 (Data Processing Agreement);
- d) PHX-NDA-1.0 (Non-Disclosure Policy); and
- e) PHX-FIN-1.0 (Financial Integrity Policy).

17.2 Compliance with these documents is a mandatory condition for all PhoenixX client engagements.

18 | Review and Amendment

18.1 This Policy is reviewed annually by the PhoenixX Compliance & Risk Management Division.

18.2 Amendments enter into force fourteen (14) days after publication on phoenixx.one and notification to clients.

18.3 Continued use of PhoenixX services after such notice constitutes acceptance of the amended terms.

19 | Contact

PhoenixX Compliance Office

PhoenixX LLC – Legal & Risk Division

 compliance@phoenixx.one

 www.phoenixx.one



Approval and Enforcement

This **Master Services Agreement Policy (PHX-MSA-1.1)** is binding upon all service relationships between PhoenixX LLC and its clients. Compliance is a mandatory condition for any commercial cooperation with PhoenixX.

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