



# PhoenixX Public Communication & Brand Use Policy

Document Reference: PHX-MEDIA-1.0



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Supersedes: -

Issued by: PhoenixX Compliance & Risk Management Division

Governing Law: Swiss Substantive Law

Dispute Resolution: Zurich Arbitration (Swiss Rules)

Domain: phoenixx.one

#### **Document Classification**

Part of: PhoenixX Compliance Set 2025

Confidentiality Level: Public Legal Framework

**Applies to:** All PhoenixX entities, subsidiaries, affiliates, contractors, and external partners engaged in communication, media production, or brand-related activities.

Status: Approved by the PhoenixX Compliance & Risk Management Committee

#### 1 | Purpose and Objective

- 1.1 This Policy establishes the mandatory legal and ethical framework for the creation, publication, and distribution of any communication, marketing, or brand-related content representing PhoenixX LLC ("PhoenixX").
- 1.2 Its objectives are to:
- (a) Protect the PhoenixX brand identity and intellectual property;
- (b) Ensure public communications are accurate, lawful, and compliant;
- (c) Govern internal and external use of PhoenixX logos, trademarks, and media assets; and
- (d) Mitigate reputational, legal, and regulatory risks arising from public statements or promotional materials.





# 2 | Scope of Application

- 2.1 This Policy applies to:
- (a) All public communications made on behalf of PhoenixX;
- (b) Media releases, interviews, online publications, and marketing content;
- (c) Use of PhoenixX trademarks, logos, or brand identity in any format;
- (d) Social media activity by PhoenixX staff or contractors referencing PhoenixX; and
- (e) Third parties authorised to use PhoenixX branding under partnership or license agreements.
- 2.2 This Policy excludes internal staff communications or confidential briefings not intended for public disclosure.

#### 3 | Regulatory and Compliance Framework

- 3.1 Implemented in alignment with:
- (a) Swiss Code of Obligations (Art. 28–30, 394 ff.);
- (b) EU Unfair Commercial Practices Directive (2005/29/EC);
- (c) WIPO Trademark and Copyright Treaties;
- (d) EU GDPR (2016/679) and Swiss FADP (2023) for data protection in marketing;
- (e) PhoenixX Compliance Policies, including:
  - PHX-AFEC-1.0 (Anti-Fraud, Ethics & Compliance Policy)
  - PHX-IPR-1.0 (Intellectual Property Rights & Licensing Policy)
  - PHX-DP-1.0 (Data Privacy Policy)
  - PHX-SOC-1.0 (Social Media & Digital Ethics Policy)
  - PHX-WC-1.0 (Website Compliance Policy)

#### 4 | Brand Ownership and Protection

- 4.1 All PhoenixX trademarks, trade names, logos, visual elements, and design assets are the exclusive intellectual property of **PhoenixX LLC**.
- 4.2 No transfer or license of ownership is implied by this Policy.
- 4.3 Unauthorized reproduction, modification, or distribution of PhoenixX brand assets is strictly prohibited.
- 4.4 All authorized uses must include the statement:
  - "© PhoenixX LLC All Rights Reserved. Used under authorization."

#### 5 | Authorized Communication Channels

- 5.1 Official communications may be issued only through the following channels:
- (a) phoenixx.one and verified subdomains;
- (b) Official corporate social media accounts managed by the PhoenixX Communications Division;
- (c) Approved press partners and distributors authorized in writing;
- (d) Internal newsletters and client communications validated by Compliance.





5.2 Employees, contractors, and partners are prohibited from creating or managing public channels, pages, or groups under the PhoenixX name without written approval.

#### 6 | Public Statements and Media Relations

- 6.1 All media statements, interviews, or public remarks referencing PhoenixX must be:
- (a) Pre-approved by the PhoenixX Communications and Compliance Division;
- (b) Factually accurate, neutral, and free of speculative or defamatory content; and
- (c) Consistent with current PhoenixX positions, disclosures, and policy language.
- 6.2 Employees or consultants must not:
- (a) Disclose confidential or internal information;
- (b) Speak on behalf of PhoenixX without authorization;
- (c) Comment publicly on legal, financial, or regulatory matters.
- 6.3 Violations may result in disciplinary action, termination of contracts, or legal enforcement under PHX-ENF-1.0.

# 7 | Brand Use by Partners and Affiliates

- 7.1 Third parties may use the PhoenixX name or logo only with a valid Brand Use License or Partnership Agreement.
- 7.2 Approved materials must:
- (a) Follow the PhoenixX Brand Guidelines;
- (b) Use unaltered logos and color schemes;
- (c) Avoid implying endorsement or ownership by PhoenixX; and
- (d) Include the standard attribution line as defined in Section 4.4.
- 7.3 PhoenixX reserves the right to revoke any brand-use authorization at its discretion and without liability.

#### 8 | Marketing, Advertising, and Digital Content

- 8.1 All marketing and advertising materials must comply with:
- (a) Truth-in-advertising and fair competition laws;
- (b) GDPR and FADP requirements for consent and data processing; and
- (c) PhoenixX ethical communication principles.
- 8.2 Sponsored or affiliate content must clearly disclose any paid or promotional relationship.
- 8.3 Al-generated content or imagery must be transparently labeled and traceable under PHX-Al-DF-1.1.

#### 9 | Social Media Conduct

- 9.1 All PhoenixX personnel and affiliates must comply with PHX-SOC-1.0 (Social Media & Digital Ethics Policy).
- 9.2 Personal social media accounts shall not use PhoenixX branding or imply official representation.
- 9.3 Confidential or internal project details may not be posted, discussed, or referenced publicly.





#### 10 | Crisis Communication and Reputation Management

- 10.1 In case of misinformation, data breach, or reputational threat, only the designated PhoenixX Crisis Response Team may issue public statements.
- 10.2 External agencies or partners must redirect all inquiries to media@phoenixx.one.
- 10.3 Unauthorized responses may result in immediate suspension of cooperation.

#### 11 | Monitoring and Enforcement

- 11.1 PhoenixX monitors public and digital communications for misuse of brand assets or unauthorized representations.
- 11.2 Violations will be subject to investigation and enforcement measures under PHX-ENF-1.0, including potential legal claims for damages and injunctions.
- 11.3 Confirmed breaches will result in revocation of media rights and publication takedowns.

### 12 | Termination and Survival

- 12.1 PhoenixX may immediately terminate brand-use rights or communication privileges upon breach of this Policy.
- 12.2 Clauses on intellectual property, confidentiality, and liability survive termination.

# 13 | Liability and Indemnification

- 13.1 PhoenixX accepts no liability for third-party misuse of its brand beyond authorized agreements.
- 13.2 Any person or entity violating this Policy shall indemnify PhoenixX against all losses, damages, and legal costs arising from unauthorized communication or misrepresentation.

#### 14 | Dispute Resolution and Governing Law

- 14.1 This Policy is governed by Swiss substantive law.
- 14.2 All disputes shall be finally resolved under the **Swiss Rules of International Arbitration**, with **seat in Zurich, Switzerland**, and **language of proceedings English**.

#### 15 | Review and Amendment

- 15.1 This Policy is reviewed annually by the PhoenixX Compliance & Risk Management Division.
- 15.2 Amendments become effective fourteen (14) days after publication on phoenixx.one.





# 16 | Contact

#### **PhoenixX Communications & Compliance Office**

PhoenixX LLC - Legal & Risk Division

- media@phoenixx.one
- compliance@phoenixx.one
- www.phoenixx.one

#### **Approval and Enforcement**

This Public Communication & Brand Use Policy (PHX-MEDIA-1.0) is binding for all PhoenixX entities, employees, contractors, and partners. Compliance is a **mandatory condition** for any public representation or media activity involving the PhoenixX brand.

Approved by: PhoenixX Compliance & Risk Management Division

PhoenixX LLC (Wyoming, USA)

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

 ${\it This policy includes mandatory arbitration and enforcement provisions.}$ 





