



PhoenixX Subcontractor Agreement Policy

Document Reference: PHX-SCA-1.0



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PhoenixX-Richtlinie für Subunternehmervereinbarungen

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Governing Law: Swiss Substantive Law

Dispute Resolution: Zurich Arbitration (Swiss Rules)

Issued by: PhoenixX Compliance & Risk Management

Domain: PhoenixX.one

Document Classification

This document is a legally binding compliance policy of **PhoenixX LLC**.

It defines the mandatory legal, ethical, and operational framework governing all subcontractor and sub-agency relations within the PhoenixX ecosystem.

Confidentiality Level: Public Legal Document

Applies to: Freelancers, self-employed professionals, subcontracting entities, and agencies working with or under PhoenixX Systems.

Status: Approved by PhoenixX Compliance & Risk Management

1. Purpose and Legal Authority

The **PhoenixX Subcontractor Agreement Policy (PHX-SCA-1.0)** establishes the governance, compliance, and accountability framework for all subcontractors cooperating with PhoenixX.

This Policy forms a binding component of every subcontract, onboarding, or framework agreement.

Acceptance of any assignment or system access constitutes unconditional consent to this Policy.

Violations may result in immediate suspension, termination, or legal enforcement pursuant to Section 14.

2. Scope of Application

This Policy applies to:

- All independent contractors engaged directly by PhoenixX LLC or through approved partner agencies.
- All subcontracting agencies managing teams or moderators for PhoenixX projects.





- All PhoenixX Systems, platforms, or AI-assisted services involving data processing, chat operations, compliance, or analytics.
- All jurisdictions in which PhoenixX operates, ensuring alignment with Swiss, EU, and U.S. regulatory standards.

3. Regulatory Framework

PhoenixX enforces this Policy in accordance with:

- Swiss Code of Obligations (Art. 394 ff.)
- EU Directive 2019/1152 on Transparent and Predictable Working Conditions
- EU GDPR and Swiss FADP (Revised 2023)
- OECD Guidelines for Responsible Business Conduct
- U.S. IRS Independent Contractor Rules and FATCA/CRS Reporting

When jurisdictional conflicts occur, PhoenixX applies the **highest applicable compliance standard**.

4. Definitions

- **Subcontractor:** A self-employed person or entity performing contracted services under PhoenixX oversight.
- **Sub-agency:** An intermediary agency managing subcontractors for PhoenixX projects.
- **Deliverables:** All work products, messages, datasets, or creative materials produced under the subcontract.
- **Compliance Breach:** Any act or omission violating legal, ethical, or contractual compliance obligations.
- **PhoenixX Systems:** All operational, digital, and communication systems controlled by PhoenixX.

5. Independent Contractor Status

Subcontractors operate strictly as **independent business entities** and are **not employees** of PhoenixX.

They remain responsible for:

- Tax filings, insurance, and social-security obligations;
- Valid business registration (e.g., Gewerbeschein, Autónomo, LLC, E.A.S.);
- Compliance with national labor and commercial laws.

PhoenixX disclaims any employer or payroll obligations. Proof of independent status may be requested at any time.

6. Onboarding and Verification

Before activation, subcontractors must submit:

- Valid identification and proof of address;
- Business or freelance registration;
- Tax or VAT number / W-8BEN (W-8BEN-E for entities);
- Bank verification and AML/KYC documentation;
- Signed **Non-Disclosure Agreement (PHX-NDA-1.0)**;
- Acknowledgment of all PhoenixX Policies.

Incomplete or falsified documentation leads to immediate rejection or deactivation.





7. Intellectual Property and Data Rights

All work created under a PhoenixX subcontract is classified as **work-for-hire**.

Full ownership, copyright, and worldwide usage rights transfer to **PhoenixX LLC** upon creation, including:

- Reproduction and adaptation rights,
- AI training and data licensing rights (see PHX-AI-DF-1.0),
- Derivative and resale rights.

Subcontractors waive moral rights to produced content to the extent permitted by law.

8. Data Protection and Security

Subcontractors must comply with:

- **PHX-DP-1.0 (Data Privacy Policy)**
- **PHX-DPA-1.0 (Data Processing Agreement)**
- **PHX-ISP-1.0 (Information Security Policy)**

Access to PhoenixX Systems is limited to authorized business use.

Any disclosure, duplication, or external transfer of data constitutes a material compliance violation.

9. Operational Conduct

Subcontractors shall:

- Deliver all tasks with professional diligence and integrity;
- Use only official PhoenixX channels for communication and reporting;
- Avoid hidden subcontracting or third-party delegation;
- Immediately report incidents or compliance concerns to **compliance@phoenixx.one**.

10. Financial Terms

Compensation follows the applicable **Statement of Work (SOW)** or project schedule.

PhoenixX may withhold or offset payments in cases of:

- Non-delivery or fraud,
- AML/KYC non-compliance,
- Data or confidentiality breach.

Payments are made net of any legally required withholding or tax obligations.

11. Compliance Oversight and Audit

PhoenixX reserves the right to audit subcontractor compliance at any time.

Subcontractors must cooperate and provide requested documentation within five (5) business days.

Non-cooperation is deemed a **Compliance Breach**.



12. Prohibited Conduct

The following are strictly prohibited:

- False self-employment or misrepresentation;
- Falsified documents or invoices;
- Unauthorized data sharing or resale;
- Harassment, discrimination, or unethical behavior;
- Use of PhoenixX systems for personal or competing business.

13. Liability

Subcontractors bear full liability for losses arising from negligence, misconduct, or breach of this Policy.

PhoenixX may recover:

- Direct and indirect damages,
- Regulatory fines, and
- Arbitration or legal costs incurred through breach.

14. Enforcement and Termination

PhoenixX may suspend or terminate a subcontractor with immediate effect in cases of:

- Compliance Breach or fraud,
- AML violation or false declaration,
- Refusal to cooperate with audits.

Termination does not affect PhoenixX's rights to IP, damages, or retained funds.

15. Dispute Resolution and Governing Law

All disputes arising under this Policy are governed by **Swiss substantive law** and resolved exclusively by a **single arbitrator under the Swiss Rules of International Arbitration**, seated in **Zurich, Switzerland**, conducted in **English**.

16. Review and Amendments

This Policy is reviewed quarterly by PhoenixX Compliance & Risk Management.

Updates may be issued without prior notice.

Continued collaboration signifies acceptance of the latest version.



17. Contact

PhoenixX Compliance Office

PhoenixX LLC – Legal & Risk Division

 compliance@phoenixx.one

 www.phoenixx.one

Approval and Enforcement

This **Subcontractor Agreement Policy (PHX-SCA-1.0)** is binding upon all subcontractors, freelancers, and sub-agencies collaborating with PhoenixX LLC.

Adherence to this Policy is a mandatory condition for onboarding and continued cooperation.

Violations will be enforced without exception.

Approved by: PhoenixX Compliance & Risk Management

Agency PhoenixX LLC

PhoenixX.one

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This policy includes mandatory arbitration and contractual enforcement provisions.



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