aginion

EU AI Act

Statement of Compliance and Applicability

Aginion Luxembourg

Date: 2026-05-19

Classification: Public

Purpose

This statement describes how Aginion Luxembourg ("we") approaches the EU Artificial Intelligence Act (Regulation (EU) 2024/1689, as amended) across our services and internal operations. It is provided for the information of our customers and prospective customers. It is not a contractual warranty; binding terms relating to our services are set out in the applicable service agreement and Data Processing Agreement.

How we use AI

We use AI in three distinct capacities, each carrying a different role under the AI Act:

1. AI assistants we operate. We operate an AI assistant on our website for customer support, and a similar assistant in our service-desk/ticketing system. These assistants are built on a third-party general-purpose AI model. We do not develop, train, or fine-tune the model itself.
2. Generative AI we use internally. Our staff use third-party generative AI tools to assist with drafting and processing text and images. All such output is reviewed and adjusted by members of our team, who assume authorship and responsibility for it. No AI-generated content reaches a colleague, a customer, or the public without human review — the sole exceptions being the clearly identified AI assistants described above.
3. AI components we deploy in customer environments. For some customers we install and host open-source large language models and workflow-automation components within the customer's own private cloud, configured to the customer's requirements. Where a customer requires it, we also fine-tune (adapt) an open-source model on that customer's own data to improve its performance for their workflows. Each fine-tuned model is trained on, and used solely for, that single customer. These components are presented as what they are and are not offered under our brand; they are operated by the customer's own personnel. We adapt models through fine-tuning and prompting; we do not train foundation models from scratch.

Our roles under the AI Act

For the AI assistants we operate under our own name, we act as a provider of an AI system. For the third-party generative AI we use internally, we act as a deployer. For AI components installed in a customer's environment and operated by that customer, the customer acts as the deployer and the developers of the underlying models act as their providers; we act as an integrator within the value chain, and roles are confirmed contractually for each engagement.

We are not a provider of an AI model within the meaning of the AI Act. We adapt existing open-source models through fine-tuning and prompting; we do not develop or train models from scratch. Fine-tuning of this kind stays far below the level of training compute at which, under the European Commission's guidance, a party that modifies a general-purpose AI model becomes its provider — so it does not bring us the obligations that apply to model providers.

Fine-tuning on customer data

Where we fine-tune a model for a customer, we do so on that customer's own data, within that customer's environment, under our Data Processing Agreement, and solely to serve that customer. Fine-tuning datasets and the resulting models are isolated per customer: we do not train on one customer's data for the benefit of another, and we do not pool customer data to build shared or general-purpose models. Any personal data used for fine-tuning is processed on the customer's instructions as part of the agreed processing activity, and is subject to the same purpose-limitation, security, and retention terms as the rest of our processing under the DPA.

Our fine-tuning is limited to improving models for customer workflow-automation purposes and is not directed at any use listed in Annex III of the AI Act. Should a customer request an adaptation that would change a system's intended purpose toward a high-risk use, we assess that change before proceeding, as it can alter both the applicable obligations and the party responsible for them.

Risk classification

None of our AI systems — including any models we fine-tune for customers — fall within the high-risk categories listed in Annex III of the AI Act, and none involve any of the practices prohibited under Article 5. Accordingly, the Act's high-risk requirements — conformity assessment, technical documentation, CE marking, registration in the EU database, and a post-market quality-management system — do not apply to us.

Transparency (Article 50)

Interaction disclosure — Article 50(1). Our AI assistants are clearly and prominently identified as AI at the point of interaction. Anyone interacting with them is informed that they are communicating with an AI system.

Marking of AI-generated content — Article 50(2). Our AI assistants generate text. Machine-readable marking of AI-generated text is being implemented through marking provided at the level of the underlying AI model, and will be enabled as that capability becomes available on the model we use. In the interim, the interaction disclosure under Article 50(1) ensures users know when content originates from an AI assistant. We monitor the availability of model-level marking and will update this statement once it is in place.

Deployer disclosure — Article 50(4). Where we use generative AI internally, AI-assisted text is reviewed by a person who assumes editorial responsibility before use, which satisfies the condition under Article 50(4) that removes the disclosure obligation for such text. AI-assisted images we produce are general graphics and illustrations, not deep fakes (content depicting real persons, objects, or events made to appear authentic), so the deep-fake disclosure obligation is not engaged.

AI literacy (Article 4)

We take measures to support an appropriate level of AI literacy among staff who operate or use AI systems on our behalf, proportionate to their role and to the systems they work with.

Human oversight and accountability

A named individual within Aginion Luxembourg is responsible for our AI governance, including maintaining this statement, monitoring regulatory developments, and confirming role classifications for new engagements. All AI-assisted content produced internally is subject to human review and authorship as described above.

Governance and review

This statement is reviewed at least annually, and sooner if triggered by a material change — for example, a change in the AI systems we operate, the introduction of a system falling within a high-risk category, or a relevant change in the law.

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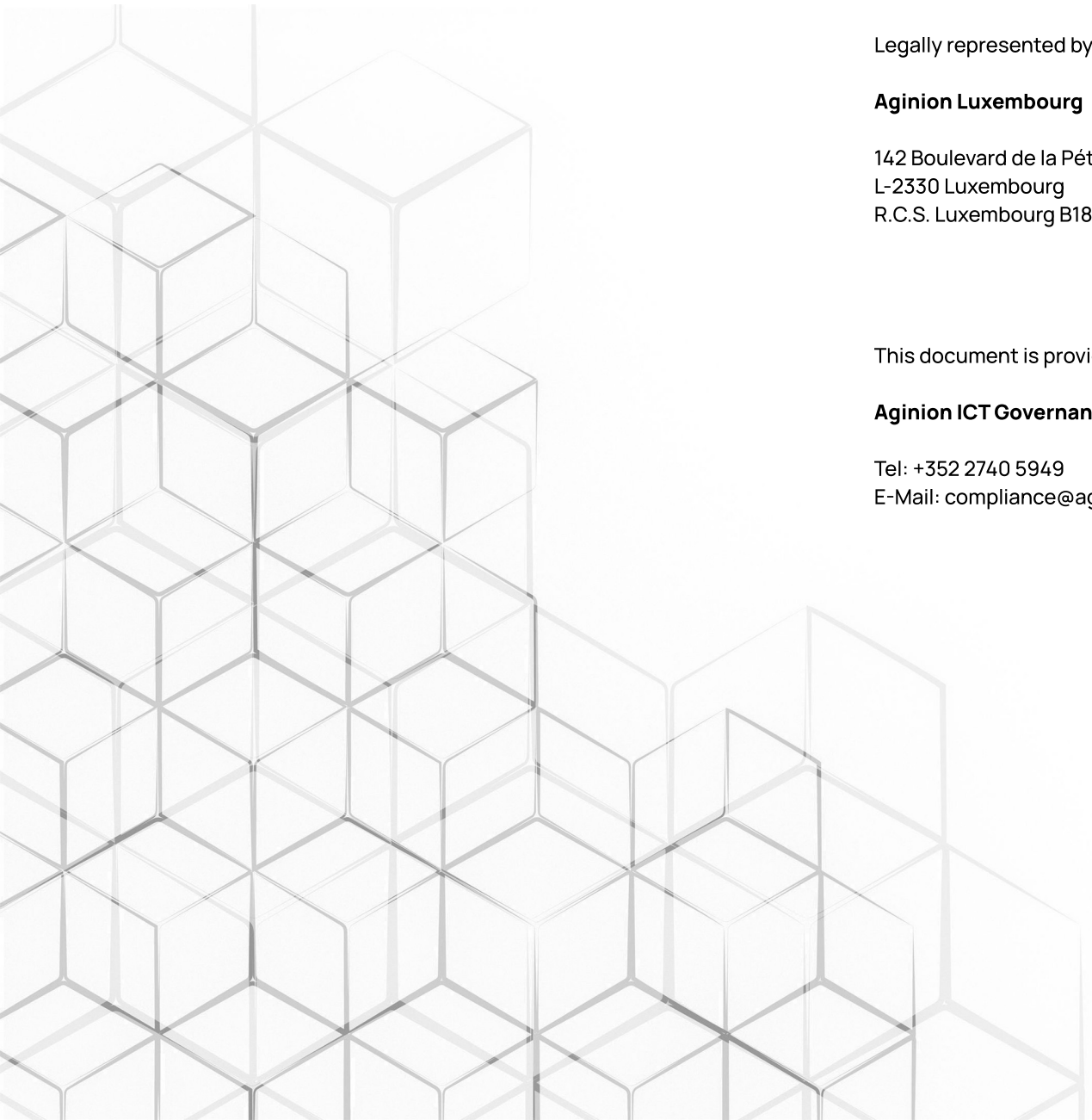
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