

PUBLIC OFFER

1. Terms and Scope

Terms and Definitions

In this Offer, the following terms are used with the meanings set out below:

Operator — the legal entity specified in Section 19 of this Offer, which administers the Portals and provides the Services to Advertisers.

Advertiser — a legal entity or sole proprietor that has accepted this Offer and ordered the Services in order to place information about real estate properties.

Portal — a website, mobile application, domain, subdomain, API channel or other digital resource of the Operator listed in the Order, on the page of the relevant plan, or otherwise designated by the Operator as a resource on which the Services may be provided.

Advertisement or Listing — a real estate property card placed by the Advertiser, containing a text description, photographs, videos, floor plans, information on price and property characteristics, contact details, as well as other materials and information provided by the Advertiser.

Order — an electronic confirmation generated by the Advertiser through the functionality of the Portal, the personal account, a payment page, email correspondence or another method agreed by the parties, which specifies the selected plan, the term of provision of the Services, the number of active Listings, the price, the placement territory and other commercial parameters.

Services — technical placement, storage, display, indexing, search, categorization, provision of access to Listings, paid visual highlighting, priority display and other Portal functions expressly provided for by the Order, the plan or the Operator's additional terms.

Publication Rules — the current version of the rules establishing requirements for the quality and content of Listings, permissible materials, the moderation procedure, and the grounds for refusing publication, suspending or removing Listings. The Publication Rules are published at: info@citizenship-by.investments and form an integral part of this Offer.

Lead — a Portal user's enquiry addressed to the Advertiser regarding a property or a Listing, sent through a feedback form, telephone call, chat, email, messenger or other functionality available on the Portal.

1.2. The Offer, the Order, the Publication Rules, the Privacy Policy [URL] and the applicable Country Annexes together constitute a single agreement between the Operator and the Advertiser (the "Agreement").

1.3. The Operator is not a seller, developer, owner, seller's representative, the Advertiser's broker, the buyer's legal adviser or a guarantor of the legal status of a property, unless expressly agreed in a separate written agreement.

2. Subject Matter and Composition of the Services

2.1. The Operator grants the Advertiser the right, during the paid period, to place and maintain active Listings within the limit of the selected plan. The Operator provides access to the account, publication following moderation, and technical display in search results and on the Portal's cards.

2.2. A paid plan may include priority display, a label, pinning, additional media formats, publication on several Portals, reporting or support. The exact composition is determined by the Order and the plan page as at the moment of Acceptance.

2.3. The Services do not include any guaranteed number of views, calls, Leads, property viewings, bookings, transactions, revenue, sale period, mortgage approval, legal due diligence, title verification, valuation, tax advice or transaction support.

2.4. Publication of a Listing does not mean that the Operator has confirmed the accuracy of the price, the availability of the property, the right to advertise, ownership title, the absence of encumbrances, permits, a foreign ownership quota, the possibility of acquisition by a foreign buyer or any other legally significant fact.

3. Acceptance of the Offer and Electronic Conclusion of the Agreement

3.1. Full and unconditional Acceptance of the Offer constitutes the Advertiser's performance of all of the following actions together: (a) registration in or login to a commercial account; (b) review of the text of the Offer via the permanent link; (c) ticking a separate checkbox "I have read, understand and accept the Offer and the Publication Rules"; (d) clicking the active button "Pay and accept the Offer" / "Confirm order"; and (e) payment of the Order or selection of an agreed invoice/credit limit. Mere visiting of the Portal does not constitute Acceptance.

3.2. The Agreement is deemed concluded at the moment the Operator has technically recorded the Acceptance and sent the Advertiser an electronic confirmation of the Order. The Operator keeps an Acceptance log: account identifier, email, date and time in UTC, IP address, the version and checksum of the text, the Order number, the selected plan and payment details. Such log constitutes admissible evidence of the conclusion of the Agreement, unless otherwise established by mandatory law.

3.3. The Advertiser confirms that the person who performed the Acceptance on behalf of a legal entity has the necessary authority. The Advertiser bears the risk of third-party access to its credentials if it does not immediately notify the Operator of a compromise of the account.

3.4. The Operator sends the text of the Offer and confirmation of the Order to the Advertiser's email specified in the account. The Advertiser must keep its contact email up to date.

4. Order, Term, Launch and Renewal

4.1. The Order must contain, as a minimum: the Portal(s), the plan, the limit of active Listings, the period, the currency, the price, taxes, the start date, the country/region of the property, project, program or target placement, where applicable to the selected Portal or Listing, as well as special options. The Advertiser must report any errors in the Order before launch.

4.2. The period of provision of the Services begins on the later of the following dates: (a) crediting of payment; (b) the Advertiser's provision of the full set of materials; (c) approval of the first Listing by moderation; unless the Order provides otherwise.

4.3. If the Order expressly specifies automatic renewal, it is carried out for the next equivalent period upon timely payment. The Advertiser may disable renewal in the account no later than 7 calendar days before the end of the period. In the absence of an express indication of automatic renewal, the Order terminates on the last day of the paid period.

4.4. The "active Listings" limit means the simultaneous number of published cards. Replacement of a Listing within the limit is permitted in accordance with the plan; unused limits are not carried over and are not compensated, unless the Order provides otherwise.

5. Price, Settlements, Taxes and Refunds

5.1. The price of the Services is specified in the Order or on the plan page and is paid in advance, unless the parties have agreed a different procedure in writing. Bank fees, acquiring fees and conversion fees are borne by the payer, unless the invoice states otherwise.

5.2. VAT, GST, withholding tax and other indirect taxes are calculated and stated in accordance with the legislation of the place of taxation. The Advertiser provides the Operator with a correct tax number and bears the consequences of the inaccuracy of such information.

5.3. After the placement has been launched, the amount for a period already commenced is non-refundable, except where a refund is mandatory by law or where the Operator, through its own fault, has failed to begin providing the Services within a reasonable time after receiving the full set of materials. Removal of a Listing due to the Advertiser's breach of the terms does not give rise to a right to a refund.

5.4. In the event of late payment, the Operator may suspend publication and access to paid functions and statistics after notice by email of at least 3 calendar days, unless a shorter period is permitted by a Country Annex or by law.

6. Requirements for the Advertiser and Listings

- The Advertiser acts lawfully, is registered to conduct the relevant activity and holds all licenses, permits, authorities, registrations and agreements with the owner/developer required in the country of the property and the country of the Advertiser.
- Each Listing reflects a genuinely existing property that is available for sale; the price, currency, area, address/location, type of right, construction status, completion date, payment terms, presence of commissions and material restrictions are stated truthfully and are not misleading.
- The Advertiser has the right to use and transfer to the Operator the photographs, videos, floor plans, trademarks, texts, databases and contact details. The materials do not infringe third-party rights, image rights, copyright, personal data rights or confidentiality.
- The Advertiser does not place fake, “bait”, fictitiously understated or unauthorized Listings; and does not substitute the advertised property with another property after receiving a Lead.
- The Advertiser complies with requirements on consumer protection, advertising, competition, personal data, sanctions, anti-money laundering, currency control, licensing of brokerage/agency activity and the rules on foreign ownership of real estate.
- The Advertiser promptly removes or updates a Listing upon sale, reservation, a material change in price, unavailability of the property, termination of the mandate or expiry of the right to publish.

6.2. The Advertiser independently collects and keeps documents confirming the right to place. The Operator may request such documents and suspend the Listing until they are received. The absence of a request does not mean verification or confirmation by the Operator.

6.3. Materials are prohibited that contain discrimination, threats, unlawful offers, incorrect guarantees of profitability, hidden payments, inaccurate “discounts”, impermissible links/contacts in the title and description, malicious code, spam, and any other elements prohibited by the Publication Rules or by law.

7. Moderation, Removal, Restriction and Complaints

7.1. The Operator may, both before and after publication, check Listings by automated and manual means for compliance with the Agreement, the Publication Rules, technical requirements, search engine requirements, user complaints and applicable law.

7.2. The Operator may refuse publication, require corrections, lower visibility, temporarily remove a Listing, restrict an account or terminate the Agreement where there are reasonable grounds to believe that: (a) the Listing violates the rules or the law; (b) the property is unavailable or the information is inaccurate; (c) confirmed authority is lacking; (d) there is a risk of fraud, sanctions violation, harm to users or reputational harm; (e) the Advertiser has not paid for the Services; (f) a mandatory request from a competent authority has been received; or (g) the Advertiser systematically breaches the terms.

7.3. Where this does not create a risk of immediate harm, the Operator sends the Advertiser a reasoned message stating the cause and, where applicable, the time frame and method for remedying it. In the event of an urgent risk, an order of an authority, suspicion of fraud or a repeated gross violation, the Operator may act without prior notice, providing an explanation after the measure is taken, where permitted by law.

8. Priority, Ranking and Advertising Labeling

8.1. Paid placement may affect the relative visibility of a Listing. The main ranking parameters are: (1) the selected paid product and the terms of the plan; (2) the completeness, quality and accuracy of the card; (3) relevance to the search query, language and location of the user; (4) recency and confirmed availability; (5) technical compatibility and user relevance. The weight of the parameters may differ between Portals and types of results.

8.2. A priority plan does not guarantee a permanent first place, a fixed number of impressions or a position for every search query. The Operator may label paid promoted Listings as “Advertising”, “Priority”, “Featured”, “Top” or similar.

8.3. The Operator does not provide more favorable ranking to its own properties or to those of affiliated persons, since the Operator does not sell its own real estate through the Portal. Should this practice change, the Operator will update this section in advance to the extent required by applicable law.

9. Intellectual Property and Materials

9.1. The Advertiser retains the rights to its materials. For the term of the Agreement and 90 days thereafter, the Advertiser grants the Operator a non-exclusive, royalty-free, territorially unlimited license to reproduce, technically adapt, translate, format, place, index, cache, promote and display the materials on the Portals, in search engines, on social networks and in the Operator’s advertising channels, solely for the provision and promotion of the Services.

9.2. The Operator may create reduced-size images, watermarks, previews, structured data, meta descriptions and technical copies. The Advertiser warrants that this does not infringe third-party rights.

9.3. The Operator owns the rights to the Portals, the interface, design, software, the Operator’s trademarks, analytics, aggregated anonymized data and statistics, except for the Advertiser’s materials.

10. Leads and Personal Data

10.1. Where a Lead is transferred to the Advertiser, each party acts as an independent operator/controller of personal data: the Operator — for collecting and routing the enquiry through the Portal; the Advertiser — for processing the enquiry, communication and fulfilling its commercial purpose. A different model is permitted only under a separate data processing agreement (DPA).

10.2. The Advertiser may use Lead data only to respond to the specific enquiry, for lawful subsequent communication and for other purposes where there is an independent legal basis and the required notice to the data subject. It is prohibited to sell, transfer or use Lead data for unrelated mailings, profiling or advertising without a legal basis.

10.3. Each party ensures organizational and technical security measures, restricts employee access, observes retention periods and notifies the other party of an incident that may affect the data it has transferred, without undue delay but no later than 48 hours from detection, so that the parties can fulfill their legal obligations.

10.4. Cross-border transfer of personal data is permitted only where there is a mechanism, notice and/or consent required by law. The Advertiser may not require the Operator to transfer data to a country for which the necessary grounds and safeguards are not ensured.

11. Confidentiality

11.1. The commercial terms of the Order, statistics, Lead data, technical documentation, non-public correspondence, plans, logins and any other information expressly designated as confidential or obviously constituting a trade secret are not disclosed to third parties without the written consent of the other party, except in cases mandatory by law or necessary for the performance of the Agreement.

11.2. The confidentiality obligation does not apply to information that has become publicly available otherwise than as a result of a breach, was lawfully obtained from a third party, or was subject to disclosure at the request of a public authority. In the latter case, the recipient, to the extent lawful, notifies the other party in advance.

12. Representations, Warranties and Liability of the Advertiser

12.1. The Advertiser represents to the Operator that all information, documents and materials provided are accurate, complete and up to date; that the placement does not infringe third-party rights; that the

Advertiser has the right to offer the property; and that the terms of the transaction with the buyer will be agreed directly by the Advertiser at its own risk.

12.2. The Advertiser shall indemnify the Operator for documented direct losses, reasonable legal fees, third-party claims, fines and payments arising from the Advertiser's breach of the Agreement, the law, third-party rights or the inaccuracy of the materials, to the extent such indemnification is permitted by applicable law.

12.3. The Operator may withhold or block the unused balance of the Services to a reasonable extent where this is required to cover justified claims, investigate fraud or comply with a requirement of law.

13. Limitation of the Operator's Liability

13.1. The Operator provides the Services "as available" and takes commercially reasonable measures to maintain the operability of the Portals. The Operator does not guarantee continuity without technical works, the absence of errors of third-party services, indexing by search engines, position in results, user behavior, the quality of Leads, conversion, sale, or the absence of buyer claims against the Advertiser.

13.2. To the maximum extent permitted by law, the Operator is not liable for indirect losses, lost profit, loss of reputation, loss of data, loss of transactions, the cost of substitute services and the consequences of decisions made on the basis of Leads or statistics.

13.3. The Operator's aggregate liability for all claims relating to a specific Order is limited to the amount actually paid by the Advertiser to the Operator under that Order for the 3 months preceding the event giving rise to the claim. This limitation does not apply to willful misconduct, gross negligence or other liability that cannot be limited by law.

14. Suspension, Termination and Consequences

14.1. The Advertiser may terminate automatic renewal in accordance with Section 4. Early cancellation of an already paid period does not release it from payment and does not create a right to a refund for the commenced period, except in cases mandatory by law or a material unremedied breach by the Operator.

14.2. The Operator may terminate the Agreement or an individual Order with immediate effect in the event of a material breach, including non-payment for more than 10 calendar days, repeated inaccurate/unauthorized Listings, fraud, violation of sanctions, third-party rights, refusal to provide title confirmations, or a mandatory order of an authority.

14.3. Upon termination, the Operator removes active Listings and terminates access to paid functions. The Operator may retain documents, the Acceptance log, invoices, copies of materials and technical logs within the periods necessary for reporting, protection of rights and compliance with the law.

15. Amendment of the Offer

15.1. The Operator may amend the Offer, the Publication Rules and the plans for the future by publishing a new version and sending notice in the account or by email. For existing Advertisers, an amendment takes effect no earlier than 15 calendar days after notice, unless a longer period is provided by law.

15.2. The period may be shortened if the amendment is necessary to comply with the law, to eliminate an unforeseen and immediate security risk, to prevent fraud, or relates to the introduction of a new feature that does not worsen the Advertiser's commercial position. The Advertiser may terminate the Order before the effective date of a material adverse amendment, if applicable law grants such a right.

16. Special Regime for Spain and the EU

16.1. Where the Advertiser is a business user offering real estate to users in Spain or another EU country through the Portal, and the relationship falls within Regulation (EU) 2019/1150, this section applies in addition to the other terms.

16.2. The Operator provides the Advertiser with access to the following categories of data: its own Listings, aggregated statistics on views/clicks/enquiries to the extent of the plan, information on Leads received and

available records of communications. The Operator has access to this data for the provision of the Services, security, analytics and compliance with the law. Upon termination of the Agreement, the Advertiser's access ceases, except for an export available within [30] days, where this is technically feasible and not restricted by law.

16.3. An internal complaint-handling system is available at info@citizenship-by.investments and covers alleged non-compliance by the Operator with the Agreement, technical failures, moderation measures and ranking matters.

16.4. For Spain, the Advertiser is responsible for the compliance of the Listing with consumer protection rules and housing advertising rules, including the impermissibility of misleading advertising and concealment of material information. The Operator does not assume the function of verifying the legal status or documents of the property, unless required by law.

17. Special Requirements by Country of the Property, Project, Program and Placement Markets

17.1. General Principle for the Application of Country Requirements

The Operator's Services may be provided on Portals that are country-specific as well as international, regional or multi-country aggregators. Accordingly, the applicable country requirements are determined not only by the domain name or the name of the Portal, but also by the country where the real estate property is located, the country where the project is implemented, the country of the investment, migration, residency, visa or other program, and by the country or region whose market the relevant Advertisement is actually directed at.

If an Advertisement is placed on an international, regional or multi-country Portal, including but not limited to the Portals citizenship-by.investments and middle-east.realestate, the Advertiser must independently determine and comply with the legislative requirements of each country to which the relevant Advertisement, real estate property, project, developer, investment program, method of acquisition, form of ownership, taxation, advertising claim or other material information stated in the Advertisement relates.

For the purposes of this Offer, the applicable country is deemed to be: (a) the country of the actual location of the real estate property — where the Advertisement relates to the sale, lease, booking, investment in or other disposal of a specific property; (b) the country of implementation of the development project — where the Advertisement relates to a project, complex, property under construction or portfolio of properties; (c) the country of the investment, migration, residency, visa or other program — where the Advertisement is connected with obtaining citizenship, a residence permit, right of residence, tax status, investment status or a similar advantage; (d) the country of the target market or region of placement — where such country or region is specified in the Order, the Listing settings, the advertising package, the commercial offer or other terms agreed by the parties; (e) another country whose legislation is subject to mandatory application to the content, publication, advertising, promotion or transfer of Leads in respect of the relevant Advertisement.

Placement of an Advertisement on an international, regional or multi-country Portal does not release the Advertiser from the obligation to comply with the applicable legislative requirements of the country of the property, the country of the project, the country of the program and the country of the targeted advertising impact. Where a single Advertisement relates simultaneously to several countries, properties, projects, investment programs or markets, the Advertiser must ensure compliance with the requirements of each such country and is responsible for the completeness, accuracy and legality of all information placed in the Advertisement.

The Operator is not obliged to determine on its own the full scope of country requirements applicable to each Advertisement, and does not carry out legal due diligence of properties, projects, programs, advertising claims, the legal regime of real estate, investment terms or migration consequences. At the same time, the Operator may request from the Advertiser documents, confirmations, clarifications or corrections necessary to verify the admissibility of publication of the Advertisement, and may suspend, reject, restrict or remove an Advertisement where the Operator has grounds to believe that such Advertisement may violate applicable law, third-party rights, this Offer or the Publication Rules.

17.2. Turkey

The Advertiser confirms that it holds the required authority to publish from the owner/rights holder and, where applicable, valid permits, registrations and other confirmations for professional real estate activity. The Operator does not promise that the Advertiser's corporate status releases it or the Portal from the requirements of the Electronic Advertisement Verification System (EİDS) or other mandatory checks. At the Operator's request, the Advertiser provides documents and assists with the EİDS process. In the event of a conflict between mandatory Turkish regulation and this Offer, mandatory Turkish regulation applies to the relevant extent.

17.3. Indonesia

Transfer of personal data outside Indonesia is permitted only in compliance with the requirements of personal data protection legislation. If the Advertiser is an Indonesian party or the Advertisement is directed at the Indonesian market, the parties take into account the need for a local language version or a local annex to the extent mandatory under applicable law.

17.4. Thailand

The Advertiser may not advertise a property as available for "guaranteed foreign freehold" unless this is confirmed by applicable law and documents. For Thai Advertisers, a Thai-language version of the Agreement is recommended; electronic Acceptance is recognized to the extent permitted by the law of Thailand.

17.5. General Reservation

The list of countries and special requirements in this section is not exhaustive. For multi-country Portals, the country of placement and the applicable country requirements are determined by the country of the real estate property, the country of the development project, the country of the investment or migration program, and by the countries of targeted display of the Advertisement selected by the Advertiser when placing the Order or configuring the Listing. The Operator may supplement the Publication Rules, the Order, the plan page or a Country Annex with the requirements of a new market without amending the entire Offer, provided that such clarifications do not worsen the Advertiser's already paid commercial terms.

18. Governing Law, Disputes and Language

18.1. The Agreement is governed by the laws of the State of Florida, USA, without regard to conflict-of-laws rules, unless otherwise required by the mandatory law of the country of the Advertiser, the country of the property, the country of the project, the country of the investment or migration program, the country of the targeted advertising impact or another market at which the Services are directed. The choice of governing law regulates the relationship between the Operator and the Advertiser regarding the provision of the platform Services and does not exclude the application of the mandatory rules of the countries determined in accordance with Section 17 of this Offer.

18.2. Before applying to a court, the parties send a written claim to the addresses set out in Section 19 and attempt to settle the dispute within 30 calendar days. Disputes are referred to the State of Florida, USA, unless otherwise required by mandatory law.

18.3. The base version of the Offer is drawn up in Russian. For individual countries, regions, Portals or categories of Advertisers, the Operator may issue local language versions, Country Annexes or special terms to the extent necessary to comply with applicable law and to properly use the Offer in the relevant market. In the event of a conflict, the language expressly specified in the Order as prevailing applies, but the mandatory requirements of local law retain priority.