

Public offer

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This document (hereinafter referred to as the "Offer"), available for review at https://globalcio.com/upload/medialibrary/590/c1i5rowykbhp6ujtaylor3jllknhtq/Compass_offer_20.02.2024.pdf, is an offer of Global C I O LLC (hereinafter referred to as the "Contractor"), addressed to individuals, legal entities and individual entrepreneurs, to conclude a service agreement with the Contractor on the terms and conditions set forth below. The Contractor and the Customer are referred to together as "Parties", and separately as "Party". This Offer contains all the essential terms of the contract. Acceptance of this Offer means the conclusion of the contract on rendering services in writing.

1. Definitions

1.1 Unless otherwise provided by the terms of this Offer, capitalized terms and definitions used in the text of this Offer shall have the following meaning:

1.1.1 Acceptance - full and unconditional acceptance of the Offer by the Customer by performing the actions specified in Section 3 of this Offer.

1.1.2 Contract - a contract of services between the Customer and the Contractor, concluded by Acceptance of this Offer.

1.1.3 The Customer is a natural person, legal entity or individual entrepreneur.

1.1.4 Website - the Contractor's information resource placed in the Internet at <https://globalcio.com/compass/>.

1.1.5. Plans - a set of conditions on the composition and cost of the Services. Plans are specified in clause 9 of the Offer.

1.1.6. Provider's services (Services) - the Provider's services to provide access to information, analytical and other materials posted on the Website.

1.2 The Offer may use terms and definitions not defined in clause 1.1 of the Offer. In this case the interpretation of such term shall be made in accordance with the text of the Offer. If there is no unambiguous interpretation of the term in the text of the Offer, the interpretation of the term should be guided by: first of all - the legislation of Georgia, secondly - the established (commonly used) in the Internet.

2. Subject of the Contract

2.1 In accordance with the Contract, the Contractor undertakes to render Services to the Customer, and the Customer undertakes to pay for the Contractor's Services.

2.2 The date of commencement of rendering the Services shall be the business day following the date of Acceptance.

3. acceptance of the Offer, change of the Offer terms and conditions

3.1 The Services shall be provided only to the Customer who has been successfully identified on the Website.

3.2 Acceptance is the Customer's payment to the details specified in Section 10 of this Offer in the amount of the Plan selected by the Customer and set forth in Section 9 of this Offer.

3.3 By making an Acceptance, the Customer expresses full and unconditional agreement with all terms and conditions of the Agreement set forth in this Offer.

3.4 When the Customer performs the actions specified in clause 3.2 of the Offer, the Agreement shall be deemed to have been concluded in writing in accordance with clause 2 of Article 328 of the Civil Code of Georgia. Signing of the Contract by hand on paper is not required.

4. Rights and obligations of the Parties

4.1 The Customer undertakes to:

4.1.1 Provide true information about himself when concluding and executing the Contract.

4.1.2 The Customer-physical persons and individual entrepreneurs provide the Contractor with the consent to process the Customer's personal data.

4.2 The Customer has the right to refuse to fulfill the Agreement in the manner provided by clause 6.2 of the Offer. 6.2 of the Offer.

4.3 The Contractor undertakes to:

4.3.1 Within 2 (two) business days from the date of Acceptance provide the Customer with access to information, analytical and other materials posted on the Website.

4.3.2 Provide Services to the Customer in accordance with the terms and conditions of the Agreement.

4.3.3 Not to disclose, not to transfer to third parties the information about the Customer except for the cases stipulated by the current legislation of Georgia.

5. Cost of Services and settlement procedure

5.1 The cost of the Services shall be determined on the basis of the Plans.

5.2 Payment for the Services shall be made by the Customer in US dollars.

5.3 The Customer's obligations to pay for the Services shall be deemed fulfilled from the date of receipt of funds to the Executor's settlement account.

5.4 In cases stipulated by the legislation on the use of cash registers, the Contractor shall send the Customer a strict reporting form (check) in electronic form to the Customer's e-mail address when making payments. The Contractor shall have the right to request the Customer to confirm the fact of payment transfer by providing a copy of the payment document with a mark of the executing bank.

6. Term of the Contract. Termination of the Contract

6.1 The Contract shall come into effect from the date of Acceptance of the Offer and shall be valid for 1 (one) year from the effective date of the Contract.

6.2 The Customer has the right to withdraw from the Contract at any time by submitting an application to the Contractor. The Contract shall be deemed terminated after 30 (thirty) calendar days from the date of receipt of the application by the Contractor, unless it is withdrawn by the Customer within 23 calendar days from the date of receipt of the application by the Contractor.

6.3 Termination of the Agreement shall not release the Parties from completion of mutual settlements for the Services rendered at the time of such termination.

7. Force majeure

7.1 Upon occurrence of force majeure circumstances preventing any of the Parties from full or partial fulfillment of their obligations under the Contract, namely: fire, natural disasters, war, prohibition or restriction of the Parties' activities by governmental authorities or other similar

circumstances, the terms of fulfillment of the Parties' obligations under the Contract shall be postponed commensurate with the time during which such circumstances are in effect. The occurrence of such circumstances shall be confirmed by the Party referring to them by submitting a document issued by the relevant competent authorities. The Party, for which it is impossible to fulfill its obligations under the Contract due to force majeure circumstances, shall not later than 5 (five) business days notify the other Party in writing of the occurrence and termination of such circumstances.

7.2 If the circumstances specified in p. 7.1. of the Offer will last for more than one month, the Customer shall have the right to unilaterally refuse to provide Services under the Agreement, and the Contractor shall have the right to terminate the Agreement. In this case, neither Party shall have the right to demand from the other Party reimbursement of losses and/or penalty, as well as application of other measures of responsibility. In this case, within 10 (ten) working days after the decision on unilateral refusal to provide the Services or termination of the Contract, the Parties shall make mutual settlement of the debts that occurred before one of them received the relevant written notice.

7.3 Failure to notify or untimely notification of the other Party of the occurrence of force majeure circumstances shall deprive the Party of the right to refer to such circumstances as a ground releasing it from liability for failure to fulfill its obligations under the Contract.

8. Dispute resolution

8.1 The Parties shall endeavor to resolve all disputes that may arise in connection with the Contract or arise out of it through negotiations.

8.2 In case of failure to reach an agreement in the course of negotiations, the interested Party shall send a claim in writing signed by an authorized person. The Party to whom the claim is sent shall be obliged to consider the received claim and notify the interested Party in writing of the results within 30 (thirty) calendar days from the date of receipt of the claim.

8.3 In case of failure to settle the dispute in the claim procedure, as well as in case of failure to receive a response to the claim within the period specified in clause 8.2 of the Offer, the dispute is subject to consideration in the Arbitration Court of Tbilisi, except for disputes involving Customers-individuals, which are subject to consideration in courts of general jurisdiction.

9. Plans

9.1 Standard Plan - \$ 450:

- Access to the IT-themed content of the CIO Compass section, available on the Internet at <https://globalcio.ru/compass/>.
 - Access to Compass CIO closed telegram channel
 - Participation in Global CIO online discussions
 - Monthly digest of Compass CIO materials
 - 3 points to the "Top 100 IT Leaders" ranking
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10. Details of the Contractor

Global C I O LLC

Identification Number: 402217702

Address: Georgia, City Tbilisi, Chugureti District, Lochini Street, N3, Apartment N5

BENEFICIARY'S BANK: JSC PASHA BANK INTERNATIONAL AG

SWIFT CODE: PAHAGE22

BENEFICIARY'S ACCOUNT NUMBER (for USD and EUR): GE55PB1360106541400001

ADDRESS: 37M, Ilia Chavchavadze Avenue, 0105, Georgia