



GB GMOPLUS GLOBAL INVESTMENT AND CO-FINANCING AGREEMENT

Effective Date: 2025

Version: v1.0 – English

Parties:

- **GMOPLUS Teknoloji A.Ş.** (a legal entity governed by the laws of the Republic of Türkiye),
 - **GMOPLUS GmbH** (a legal entity governed by the laws of the Federal Republic of Germany),
 - and the **Investor / Entrepreneur / Partner / Institution**, who electronically accepts this Agreement (hereinafter referred to as the “Party”).
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1. PURPOSE AND SCOPE

This Agreement establishes the legal framework for **investments, co-financing (joint investment), and partnership activities** conducted through the **GMOPLUS Global Platform**.

It covers:

- The digital presentation of investment opportunities,
 - Participation of investors or partners in projects through the platform,
 - The intermediary and supervisory role of GMOPLUS,
 - The secure and transparent management of financial flows.
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2. DEFINITIONS

- **Platform:** The GMOPLUS Global digital infrastructure that enables investors, entrepreneurs, and institutions to participate in investment activities.
 - **Investor:** A natural or legal person who participates in investment opportunities through the GMOPLUS platform.
 - **Project Owner / Enterprise:** A company or organization seeking investment through GMOPLUS.
 - **Co-Investment:** A joint investment model where multiple investors participate in the same project.
 - **Capital / Funds:** The financial resources invested by investors and processed through GMOPLUS.
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3. ROLES OF THE PARTIES

3.1. Role of GMOPLUS

- GMOPLUS manages the platform, publishes verified investment opportunities, and facilitates communication between parties.
- GMOPLUS acts solely as an intermediary and supervisory body; it is **not a direct investor or guarantor**.

- GMOPLUS ensures the digital recording and verification of all investment transactions.

3.2. Role of Investors and Partners

- Investors must review all project-related information provided on the platform prior to making any investment decision.
 - Each investor assumes full financial responsibility and risk for their investment; GMOPLUS does not guarantee returns.
 - Co-investors may establish independent agreements among themselves, with GMOPLUS acting only as a coordinating platform.
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4. INVESTMENT PROCESS AND IMPLEMENTATION

- Investment opportunities are published on the platform after verification by GMOPLUS.
 - Interested investors submit their investment commitments through the GMOPLUS system.
 - Approved investments are digitally recorded, and an automated investment agreement is generated.
 - GMOPLUS uses licensed financial institutions and payment service providers to process investment transactions.
 - Each transaction is documented through a **digitally signed PDF declaration of investment**.
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5. FINANCIAL TERMS AND DISTRIBUTION

- GMOPLUS claims no ownership rights over investor funds and operates solely as a digital intermediary.
 - Platform service fees or commission rates are transparently indicated within each investment listing.
 - Investor returns (such as profit or dividends) are distributed according to the terms defined in the project's agreement.
 - GMOPLUS oversees all financial transfers to ensure transparency and security of the process.
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6. DATA PROTECTION AND CONFIDENTIALITY

- All personal, financial, and project-related information of the parties shall remain confidential.
 - GMOPLUS processes and protects data in compliance with **KVKK (Türkiye)** and **GDPR (EU)** regulations.
 - GMOPLUS may share data with third parties only when legally required or with explicit consent.
 - Both parties agree not to disclose or misuse confidential commercial or financial information.
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7. RISK AND LIABILITY DISCLAIMER

- GMOPLUS shall not be held liable for any financial losses, delays, or disputes arising between investors and project owners.
 - Investors assume full responsibility for the economic risks associated with their investments.
 - GMOPLUS serves solely as a **technical facilitator**, providing verification, infrastructure, and secure data management.
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8. TERMINATION AND CONTRACT EXPIRATION

GMOPLUS reserves the right to terminate this Agreement unilaterally in the following cases:

- a) Misuse or manipulation of the platform,
- b) Submission of false or misleading information or documentation,
- c) Detection of legal or ethical violations during the investment process,
- d) Failure to fulfill financial obligations.

In the event of termination, refunds or settlements shall be processed through licensed payment providers or banks.

9. DISPUTE RESOLUTION AND JURISDICTION

In case of disputes, the Parties shall first seek to resolve the matter amicably.

If no resolution is reached:

- For users located in **Türkiye**, the **Courts and Enforcement Offices of Ankara** shall have jurisdiction,
- For users located in **Germany and other countries**, the **Regional Court of Munich (Landgericht München)** shall have jurisdiction.

The Parties acknowledge that all electronic records and platform data maintained by GMOPLUS constitute valid legal evidence.

10. EFFECTIVENESS AND ELECTRONIC APPROVAL

This Agreement enters into force upon **electronic approval** by both Parties.

Upon confirmation, the system automatically generates a **digitally signed PDF version** of the Agreement and delivers it via email.

This Agreement constitutes an **integral part of the GMOPLUS Global General Terms of Use**.