



GB GMOPLUS GLOBAL PARTNERSHIP AND DISTRIBUTION AGREEMENT

Effective Date: 2025

Version: v1.0 – English

Parties:

- **GMOPLUS Teknoloji A.Ş.** (subject to the laws of the Republic of Türkiye),
- **GMOPLUS GmbH** (subject to the laws of the Federal Republic of Germany),
- and the **Authorized Partner / Distributor (Dealer / Representative / Company)** accepting this Agreement (hereinafter referred to as the “Partner”).

The Parties hereby agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to define the rights, obligations, and responsibilities of **authorized business partners and distributors** who represent, sell, and promote GMOPLUS products, services, and digital platforms both nationally and internationally.

This Agreement applies to all B2B partnerships including **distributors, dealers, regional representatives, strategic partners, and corporate resellers** within the GMOPLUS Global ecosystem.

2. DEFINITIONS

- **GMOPLUS:** refers collectively to the legal entities GMOPLUS Teknoloji A.Ş. and GMOPLUS GmbH.
 - **Partner / Distributor:** an entity authorized by GMOPLUS to market, sell, or distribute GMOPLUS products or services within an assigned region.
 - **Product / Service:** any commercial, technological, or consulting service provided via GMOPLUS Global or its affiliated platforms.
 - **Region:** the geographic or digital sales area assigned to the Partner.
 - **Parties:** GMOPLUS and the authorized Partner under this Agreement.
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3. RIGHTS AND OBLIGATIONS

3.1. GMOPLUS Obligations

GMOPLUS agrees to:

- Provide the Partner with up-to-date information on products, services, pricing, and promotions;
- List authorized partners on official channels and platforms;
- Offer technical support, training, and marketing materials;

- Manage the digital sales processes through the GМОPLUS Global system.

3.2. Partner Obligations

The Partner agrees to:

- Promote GМОPLUS products and services accurately, transparently, and ethically;
- Avoid any actions that could damage the GМОPLUS brand or reputation;
- Accurately and promptly relay customer requests to GМОPLUS;
- Avoid selling outside of the assigned region without written authorization;
- Meet assigned sales targets;
- Comply with GМОPLUS's pricing policies and promotional rules.

4. AUTHORIZATION AND TERM

- The Partner will be officially authorized via a **Digital Certificate of Authorization (PDF / Digital License)** issued by GМОPLUS.
- The authorization is valid for **one (1) year** and may be renewed or extended based on performance.
- Authorization is **non-transferable**, and any sub-dealership requires prior written approval from GМОPLUS.

5. COMMISSIONS, DISCOUNTS AND PAYMENTS

- Partners earn commissions and/or discounts according to GМОPLUS's current commercial terms and policies.
- Commission rates vary depending on the product or service category.
- Payments shall be made via the **GМОPLUS Global digital payment systems** or by bank transfer.
- The Partner is responsible for all invoicing and taxation processes in accordance with applicable law.
- GМОPLUS reserves the right to audit sales transactions and commission records at any time.

6. BRAND AND INTELLECTUAL PROPERTY RIGHTS

- The **GМОPLUS name, logo, brand identity, and digital content** are the exclusive property of GМОPLUS.
- The Partner is granted a limited, non-transferable right to use GМОPLUS brand assets solely for authorized commercial purposes.
- Any misuse, unauthorized registration, imitation, or brand abuse will result in **immediate termination** and legal action.

7. CONFIDENTIALITY

All financial, technical, or commercial information shared between the Parties is considered **confidential** and may not be disclosed to third parties without written consent.

This confidentiality obligation remains in effect for **five (5) years** after the termination of this Agreement.

8. DURATION AND TERMINATION

- This Agreement becomes effective upon electronic acceptance by the Partner and remains valid for **one (1) year**.
 - Either Party may terminate the Agreement with at least **30 days' written notice**.
 - GМОPLUS reserves the right to terminate immediately under the following circumstances:
 - a) Misuse of the GМОPLUS brand or systems,
 - b) False or misleading statements,
 - c) Violation of confidentiality obligations,
 - d) Establishment of unauthorized sub-dealers.
 - Upon termination, all rights and authorizations automatically expire.
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9. DISPUTE RESOLUTION AND JURISDICTION

The Parties shall first attempt to resolve disputes amicably.

If a resolution cannot be reached:

- For Partners based in **Türkiye**, the **Courts and Enforcement Offices of Ankara** shall have jurisdiction;
 - For Partners based in **Germany and other countries**, the **Regional Court of Munich (Landgericht München)** shall have jurisdiction.
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10. EFFECTIVENESS AND CONFIRMATION

This Agreement enters into force upon the Partner's electronic acceptance.

After acceptance, a **digitally signed PDF copy** of the Agreement will be automatically generated and sent to both Parties via email.

This Agreement forms an **integral part of the GМОPLUS Global General Terms of Use**.