



## GB GMOPLUS GLOBAL B2B TRADE AND COMMISSION AGREEMENT

**Effective Date:** 2025

**Version:** v1.0 – English

### **Parties:**

- **For Türkiye:** GMOPLUS Teknoloji A.Ş.
- **For Germany and other countries:** GMOPLUS GmbH  
and the registered **Member Company or Professional User** (hereinafter referred to as the “Member”).

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## **1. PURPOSE AND SCOPE**

This Agreement defines the principles governing **B2B commercial transactions** carried out through the **GMOPLUS Global platform**, including intermediary services, payment processes, commission rates, and the responsibilities of each party.

It applies to all **manufacturers, distributors, foreign trade companies, logistics providers, consultants, and independent trade representatives** conducting business through GMOPLUS Global.

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## **2. DEFINITIONS**

**Platform:** The GMOPLUS Global digital trading system operated at the domain global.gmoplus.com.

**Member:** A legal or natural person registered on the platform for commercial purposes.

**Buyer and Seller:** The parties entering into a trade agreement through the platform.

**Transaction:** Any process related to a product or service, including offers, orders, payments, or reservations.

**Commission:** The service fee charged by GMOPLUS for transactions completed through the platform.

**Intermediation:** The activity of GMOPLUS in connecting buyers and sellers and facilitating digital transactions.

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## **3. SCOPE OF SERVICES**

GMOPLUS provides the following services through the platform:

- B2B listing and marketing infrastructure for products and services,
- Digital modules for offers, orders, and payments,
- Trade intermediation and foreign trade facilitation,
- Commission calculation and payment tracking,
- Integration of logistics and customs service networks.

GMOPLUS acts solely as a **technological intermediary**; all commercial and legal risks remain the responsibility of the transacting parties.

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## **4. MEMBER OBLIGATIONS**

Members agree to the following obligations:

- To ensure that all products and services offered comply with applicable laws and commercial regulations,
- To maintain accurate and up-to-date pricing, inventory, and delivery information,
- Not to violate the rights of third parties,
- To comply with GMOPLUS's ethical trade standards,
- To refrain from any fraudulent, misleading, or unlawful conduct.

GMOPLUS reserves the right to suspend or terminate membership in cases of rule violations.

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## 5. COMMISSION TERMS

1. GMOPLUS charges a commission on each transaction completed through the platform.
  2. The commission rate varies by transaction type and is announced on the platform.
  3. Commission may be collected:
    - a) Automatically via the payment infrastructure, or
    - b) Manually by invoice.
  4. Once the service is rendered, the commission is considered earned.
  5. Paid commissions are **non-refundable**.
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## 6. PAYMENT AND INVOICING

- All commercial transactions are processed through the **GMOPLUS payment system** or approved third-party financial providers.
  - GMOPLUS issues a **commission invoice** for each transaction or on a periodic (e.g., monthly) basis.
  - Invoicing is performed in **Turkish Lira (₺)** or **Euro (€)** depending on the Member's country.
  - In case of late payments, **statutory interest** may apply.
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## 7. CONFIDENTIALITY AND DATA SECURITY

- All commercial transactions and user data are subject to the provisions of the **Privacy and Data Protection Policy (Annex 2)**.
  - GMOPLUS keeps all user and transaction data strictly confidential and does not share it without legal grounds.
  - All transactions are protected by **SSL/TLS encryption** protocols.
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## 8. LIABILITY AND LIMITATION

- GMOPLUS is not liable for disputes between parties regarding product quality, delivery time, or pricing.
- GMOPLUS functions solely as a digital service provider.
- GMOPLUS's total liability is limited to the **commission amount** charged for the respective transaction.

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## 9. TERMINATION AND CANCELLATION

- Members may terminate this Agreement unilaterally by closing their account.
- GMOPLUS may immediately terminate the Agreement in the following cases:
  - a) Misrepresentation or false information,
  - b) Misuse of the platform,
  - c) Commercial activities contrary to law or public ethics.
- In the event of termination, paid commissions are **non-refundable**.

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## 10. DISPUTE RESOLUTION AND JURISDICTION

The parties agree to seek amicable resolution before initiating legal action.

In case of disputes:

- For users based in **Türkiye**, the competent courts are the **Courts and Enforcement Offices of Ankara**,
- For users based in **Germany and other countries**, the competent court is the **Regional Court of Munich (Landgericht München)**.

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## 11. EFFECTIVENESS AND ACCEPTANCE

This Agreement becomes effective when the Member electronically accepts it.

After acceptance, a **PDF copy** of the Agreement is automatically generated and sent to the Member's registered email address.

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