



GB GMOPLUS GLOBAL SERVICE PROVIDER AND CONSULTANCY AGREEMENT

Effective Date: 2025

Version: v1.0 – English

1. PARTIES

This Agreement is entered into between:

- **GMOPLUS Teknoloji A.Ş.**, a company incorporated under the laws of the Republic of Türkiye,
- **GMOPLUS GmbH**, a company incorporated under the laws of the Federal Republic of Germany,
- and the **Service Provider / Consultant**, offering professional services or consultancy through the **GMOPLUS Global Platform (global.gmoplus.com)**.

By electronically accepting this Agreement, the Service Provider acknowledges and agrees to all its terms and conditions.

2. PURPOSE OF THE AGREEMENT

This Agreement governs the rights, responsibilities, and obligations of **Service Providers** offering consultancy, training, professional, or technical services through the **GMOPLUS Global Platform**, as well as the supervisory rights of GMOPLUS over such activities.

3. DEFINITION AND SCOPE OF SERVICES

The Service Provider may operate in one or more of the following areas:

- Foreign trade consultancy, market research, and product positioning,
- Educational services, seminars, online courses, and professional development,
- Technical support, digital services, software integration,
- Commercial, legal, financial, or operational consultancy.

The scope of services is detailed in the Service Provider's profile and service descriptions published on the GMOPLUS platform.

4. OBLIGATIONS OF THE PARTIES

4.1 Obligations of GMOPLUS

GMOPLUS undertakes to:

- Maintain the technical security and accessibility of the platform,
- Monitor that all activities are performed in compliance with the law,

- Manage all payments securely through the system,
- Evaluate user complaints and disputes fairly and objectively.

4.2 Obligations of the Service Provider

The Service Provider agrees to:

- Deliver services in a **professional, ethical, and lawful manner**,
 - Avoid misleading statements or false information,
 - Comply with **GMOPLUS commission rates and operational rules**,
 - Keep all client information confidential and refrain from sharing it with third parties,
 - Use the GMOPLUS brand name and logos only within authorized contexts.
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5. FEES, COMMISSIONS, AND PAYMENTS

- Service fees are determined by the Service Provider and approved by GMOPLUS.
 - GMOPLUS may apply a **commission or service fee** for each completed transaction.
 - Payments are released after successful completion of the service and client confirmation.
 - All payments must be made exclusively through the GMOPLUS payment infrastructure.
 - GMOPLUS is not responsible for any payments made outside the platform.
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6. SERVICE QUALITY AND MONITORING

- GMOPLUS reserves the right to establish service quality standards and performance criteria.
 - The performance of the Service Provider will be evaluated based on user feedback and platform data.
 - GMOPLUS may suspend or terminate services in cases of poor quality, safety concerns, or violation of platform standards.
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7. INTELLECTUAL PROPERTY RIGHTS

- All content produced by the Service Provider (reports, training materials, analyses, etc.) remains the property of the Service Provider unless otherwise agreed.
 - GMOPLUS has a limited right to use such materials for internal education or promotional purposes.
 - Both parties agree to respect each other's trademarks and corporate reputation.
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8. CONFIDENTIALITY AND DATA PROTECTION

- Both parties agree to maintain strict confidentiality regarding all commercial, financial, and personal information obtained during their cooperation.
 - GMOPLUS processes personal data in accordance with **KVKK (Türkiye)** and **GDPR (European Union)** regulations.
 - The Service Provider may use client data solely for the purpose of providing the agreed services.
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9. LIMITATION OF LIABILITY

- GМОPLUS is not liable for any disputes or claims arising directly between the Service Provider and the client.
 - GМОPLUS's liability is limited to the maintenance of the platform's technical infrastructure and payment systems.
 - The Service Provider assumes all responsibility and risks related to the performance of its services.
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10. TERM AND TERMINATION

- This Agreement becomes effective upon electronic acceptance by the Service Provider.
 - Either party may terminate this Agreement by providing **seven (7) days' written notice**.
 - GМОPLUS reserves the right to **unilaterally terminate** this Agreement in cases of non-compliance, fraud, misconduct, or violation of platform rules.
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11. DISPUTE RESOLUTION AND JURISDICTION

In case of disputes, the parties shall first attempt to reach an amicable settlement.

If no resolution is achieved:

- For parties located in **Türkiye**, the **Courts and Enforcement Offices of Ankara** shall have jurisdiction.
 - For parties located in **Germany or other countries**, the **Regional Court of Munich (Landgericht München)** shall have jurisdiction.
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12. ELECTRONIC APPROVAL AND EFFECTIVENESS

This Agreement enters into force upon **electronic approval** by the parties.

Once approved, the system automatically generates a **digitally signed PDF copy**, which is sent to both parties via email.

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