



GB GMOPLUS GLOBAL BRAND AND PARTNERSHIP LICENSE 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 **Licensee / Partner / Distributor / Institution**, who electronically accepts this Agreement (hereinafter referred to as the “Party”).

1. PURPOSE AND SCOPE

This Agreement establishes the terms and conditions governing the commercial, operational, and promotional use of the **GMOPLUS brand**, including its sub-brands, service names, logos, and platform structures.

The Agreement covers:

- **Brand licensing rights,**
- **Partnership, franchise, and distributorship authorizations,**
- **Commercial activity permissions and audit processes.**

2. DEFINITIONS

- **GMOPLUS Brand:** Refers to the registered name, logo, design, software, and all commercial assets owned by GMOPLUS Teknoloji A.Ş. and GMOPLUS GmbH.
- **Licensee (Partner):** A person or organization authorized by GMOPLUS to represent or operate under the GMOPLUS brand.
- **Licensed Territory:** The geographical region or country in which the partner is authorized to operate.
- **System:** The digital platforms of GMOPLUS, including the website, mobile applications, API infrastructure, CRM systems, and administrative panels.

3. LICENSE RIGHTS AND SCOPE

- GMOPLUS grants the Licensee the **right to use the GMOPLUS brand and operate** within a designated territory or sector under this Agreement.
- The license is **non-transferable** and **may not be sublicensed** without the prior written consent of GMOPLUS.
- The license is valid for a period of **one (1) year** from the approval date and may be renewed by mutual agreement.
- The GMOPLUS brand may only be used in the approved areas or business sectors specified in the agreement.

4. OBLIGATIONS OF THE PARTIES

4.1. Obligations of GMOPLUS

GMOPLUS agrees to:

- Provide the Licensee with brand guidelines, corporate identity files, and authorized digital access credentials,
- Conduct regular audits to ensure compliance with brand standards,
- Offer technical support, training, and operational access when required.

4.2. Obligations of the Licensee

The Licensee agrees to:

- Use the GMOPLUS brand only for authorized purposes and within approved regions,
- Comply with all GMOPLUS corporate, operational, and ethical standards,
- Refrain from any activity that could harm the reputation, value, or integrity of the GMOPLUS brand,
- Prevent unauthorized persons or organizations from accessing GMOPLUS systems or brand materials.

5. FINANCIAL TERMS

- The license fee and any applicable revenue-sharing ratios are determined by GMOPLUS and specified in the annex of this Agreement.
- In a revenue-sharing model, GMOPLUS's share is automatically deducted through the system.
- In the event of delayed or missed payments, GMOPLUS reserves the right to suspend or terminate the license.
- Each party is responsible for fulfilling its own tax, duty, and legal fee obligations.

6. BRAND USAGE RULES

- The GMOPLUS logo, color schemes, typography, and corporate identity elements may only be used as officially approved.
- Any advertising, social media, or print material featuring the GMOPLUS name requires prior written authorization.
- The Licensee may not use the GMOPLUS brand in a misleading way or associate it with unrelated third parties.
- The Licensee is responsible for maintaining the brand's reputation, trustworthiness, and digital integrity.

7. CONFIDENTIALITY AND DATA PROTECTION

- Both Parties agree to maintain the confidentiality of all business, financial, and technical information exchanged.
- Customer and user data obtained through GMOPLUS systems may not be shared with third parties.
- Both Parties shall comply with all applicable data protection laws, including **KVKK (Türkiye)** and **GDPR (EU)** regulations.

8. MONITORING AND REPORTING

- GMOPLUS reserves the right to audit the Licensee's operations periodically to ensure compliance with this Agreement.
- The Licensee must submit revenue, sales, and usage reports to GMOPLUS upon request.
- Any irregularities or violations identified during audits may result in suspension or termination of the license.

9. TERMINATION AND INVALIDITY

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

- a) Damage to the GMOPLUS brand reputation or public image,
- b) Unauthorized transfer or sublicensing of the license,
- c) Failure to meet financial obligations,
- d) Legal or ethical violations,
- e) Unauthorized use or access to GMOPLUS systems.

Upon termination, the right to use the GMOPLUS brand or systems shall cease immediately.

10. DISPUTE RESOLUTION AND JURISDICTION

In the event of a dispute, the parties shall first attempt to resolve the matter amicably.

If no resolution is reached:

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

11. EFFECTIVENESS AND CONFIRMATION

This Agreement shall become effective upon electronic acceptance by both Parties.

After acceptance, a **digitally signed PDF copy** shall be automatically generated and sent to both Parties by email.

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