



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”).
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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.**
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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.
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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 GМОPLUS

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

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

- The GМОPLUS logo, color schemes, typography, and corporate identity elements may only be used as officially approved.
 - Any advertising, social media, or print material featuring the GМОPLUS name requires prior written authorization.
 - The Licensee may not use the GМОPLUS 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.
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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 GМОPLUS 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

- GМОPLUS 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 GМОPLUS upon request.
 - Any irregularities or violations identified during audits may result in suspension or termination of the license.
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9. TERMINATION AND INVALIDITY

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

- a) Damage to the GМОPLUS 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 GМОPLUS systems.

Upon termination, the right to use the GМОPLUS 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.
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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 GМОPLUS Global General Terms of Use**.