



GMOPLUS GMBH – COURIER SERVICE AGREEMENT

Effective Date: 2025

Parties:

1. **GMOPLUS GmbH**
Address: Maria-Luiko-Str. 12, 80636 Munich, Germany
Trade Register No.: 127-127-50004
Phone: +49 898 9679688
E-mail: info@gmoplus.com
(Hereinafter referred to as “**GMOPLUS**”)
2. **Courier (Delivery Personnel):**
Full Name:
Address:
Phone / E-mail:
Tax ID / Identification No.:
(Hereinafter referred to as “**Courier**”)

GMOPLUS and the Courier shall hereinafter collectively be referred to as the “**Parties.**”

ARTICLE 1 – PURPOSE OF THE AGREEMENT

This Agreement governs the relationship between GMOPLUS and the Courier, who provides delivery services for orders placed through the www.gmoplus.com platform.

The Courier agrees to deliver food, beverages, or products promptly, safely, and professionally to the customers as assigned by GMOPLUS.

ARTICLE 2 – COURIER’S OBLIGATIONS

1. Deliver orders within the assigned time frame (average **45 minutes**).
2. Update the delivery status in the GMOPLUS system (“Prepared,” “On the Way,” “Delivered”).
3. Maintain professional, courteous, and respectful behavior toward customers and partners.
4. Comply with all **traffic, safety, and hygiene regulations**.
5. Ensure safe transportation of goods without damage or contamination.
6. Keep all GMOPLUS-provided equipment (bag, uniform, helmet, etc.) clean and functional.
7. The Courier shall not accept direct cash payments from customers.
8. All customer data and order information must remain confidential and be used solely for delivery purposes.

ARTICLE 3 – GMOPLUS’S OBLIGATIONS

1. Provide the Courier with access to the delivery management system and mobile application.

2. Assign delivery areas and orders through the GMOPLUS logistics system.
 3. Ensure timely and accurate payment according to the agreed schedule.
 4. Offer operational support, communication channels, and safety guidance.
 5. Maintain an insurance policy covering deliveries and potential accidents during service.
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ARTICLE 4 – COMPENSATION AND PAYMENT

1. The Courier shall be paid on a **per delivery** or **distance-based (per kilometer)** basis.
 2. All payments are collected by GMOPLUS and disbursed to the Courier according to the payment schedule.
 3. Payments shall be made weekly or monthly by bank transfer.
 4. Invoices shall be issued by **GMOPLUS GmbH**.
 5. All payments are **net amounts**, with applicable taxes or deductions (if any) handled according to legal requirements.
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ARTICLE 5 – INSURANCE AND LIABILITY

1. The Courier is covered by GMOPLUS's insurance policy during active deliveries.
 2. Any damages or losses resulting from negligence, reckless driving, or rule violations are the Courier's responsibility.
 3. The Courier is responsible for their own equipment and personal safety while delivering.
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ARTICLE 6 – DELIVERY RULES

1. The average delivery time is **45 minutes**, unless otherwise stated.
 2. All communication with customers must occur through the GMOPLUS app or authorized channels.
 3. Food items must be handled and transported according to hygiene and safety regulations.
 4. Once delivery is completed, the Courier must mark the order as "Delivered" in the system.
 5. Cancellations or returns may only be processed with GMOPLUS's approval.
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ARTICLE 7 – DATA PROTECTION (GDPR COMPLIANCE)

1. All customer data, including addresses and contact details, is strictly confidential.
 2. The Courier may use such data only to perform assigned deliveries.
 3. It is strictly prohibited to copy, store, or disclose such data to third parties.
 4. GMOPLUS processes all personal data in full compliance with the **General Data Protection Regulation (GDPR – EU 2016/679)**.
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ARTICLE 8 – TERM AND TERMINATION

1. This Agreement shall take effect upon digital confirmation or signature and shall remain in force indefinitely.

2. Either Party may terminate the Agreement by providing **15 days' written notice**.
3. GMOPLUS may **immediately terminate** the Agreement in case of a serious breach, misconduct, or data privacy violation.

ARTICLE 9 – GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with **German law**.
2. Any disputes arising under this Agreement shall fall under the **exclusive jurisdiction of the Courts of Munich, Germany**.

ARTICLE 10 – EFFECTIVENESS

By signing or electronically accepting this Agreement, both Parties declare that they have read, understood, and agreed to all of its terms.

This Agreement becomes effective as of the date of **electronic confirmation or signature**.

SIGNATURES OF THE PARTIES

GMOPLUS GmbH

Authorized Representative:

Signature:

Date:

COURIER (DELIVERY PERSON)

Full Name:

Signature:

Date: