



GMOPLUS GMBH – PRELIMINARY COOPERATION 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

2. **Business Partner (Party B)**

Name / Company:
Address:
Tax ID / Registration No.:
E-mail / Phone:

(Hereinafter each referred to individually as a “**Party**” and collectively as the “**Parties**”.)

ARTICLE 1 – PURPOSE OF THE AGREEMENT

This Preliminary Cooperation Agreement (“**Agreement**”) sets forth the principles and framework for the preparatory phase of collaboration between **GMOPLUS GmbH** and the Business Partner regarding the operation of the www.gmoplus.com platform and its subdomains.

It defines the terms for preliminary information exchange, evaluation, and testing prior to entering into a formal cooperation contract.

ARTICLE 2 – OBJECTIVES OF THE COOPERATION

The Parties agree to cooperate in order to:

- Evaluate the technical and operational aspects of a potential partnership,
 - Conduct integration and performance tests,
 - Assess commercial and technical compatibility,
 - Prepare the foundation for a subsequent **Main Cooperation Agreement** (e.g. Restaurant Partner Agreement, Courier Service Agreement, etc.).
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ARTICLE 3 – OBLIGATIONS OF GMOPLUS

GMOPLUS agrees to:

1. Provide the Business Partner with a test or demo access to the GMOPLUS system,
2. Offer technical guidance and support during the testing phase,
3. Ensure compliance with data protection laws, including the GDPR,

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4. Evaluate test results and provide relevant feedback,
 5. Maintain the confidentiality and security of all shared data.
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ARTICLE 4 – OBLIGATIONS OF THE BUSINESS PARTNER

The Business Partner agrees to:

1. Provide accurate and up-to-date information to GMOPPLUS,
 2. Use any provided access only for testing and evaluation purposes,
 3. Maintain the confidentiality of all credentials and data,
 4. Refrain from actions that could harm or compromise the GMOPPLUS system,
 5. Act in good faith throughout the evaluation process.
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ARTICLE 5 – CONFIDENTIALITY AND DATA PROTECTION

1. All commercial, technical, and operational information exchanged under this Agreement shall be considered **confidential information**.
 2. Such information shall not be disclosed to any third party without the prior written consent of the disclosing Party.
 3. GMOPPLUS processes personal data in compliance with the **General Data Protection Regulation (GDPR)**.
 4. The Business Partner shall not copy, store, or transfer any information obtained during the testing phase to external parties.
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ARTICLE 6 – TRADE SECRECY AND NON-COMPETITION

1. The Business Partner shall not develop or participate in any platform that imitates or competes with the GMOPPLUS system.
 2. Trade secrets, pricing, and operational policies of GMOPPLUS must not be disclosed.
 3. In case of a breach, GMOPPLUS reserves the right to claim full compensation for all resulting damages.
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ARTICLE 7 – TEST PHASE AND FURTHER COOPERATION

1. This Agreement applies solely to the **preparation and evaluation stage** of cooperation.
 2. If both Parties decide to continue, a formal **Main Cooperation Agreement** (such as a Restaurant Partner or Courier Agreement) will be executed.
 3. Either Party may terminate this preliminary cooperation at any time without cause, by written notice.
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ARTICLE 8 – TERM AND TERMINATION

1. This Agreement shall remain in effect for **three (3) months** from the date of signature.
2. Either Party may terminate the Agreement at any time by written notice.
3. Confidentiality and non-competition obligations shall survive for **five (5) years** following termination.

ARTICLE 9 – GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with **German law**.
 2. The exclusive jurisdiction for all disputes arising from this Agreement shall be the **Courts of Munich, Germany**.
 3. For international operations, the applicable provisions of **EU law (Regulation (EU) 1215/2012)** shall also apply.
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ARTICLE 10 – ACCEPTANCE AND ENTRY INTO FORCE

The Parties hereby acknowledge that they have read, understood, and voluntarily agreed to the terms and conditions of this Agreement.

This Agreement enters into force upon **electronic acceptance or written signature** by both Parties.

∅ SIGNATURES OF THE PARTIES

GMOPLUS GmbH

Authorized Representative – Signature:

Date:

BUSINESS PARTNER (PARTY B)

Authorized Representative – Signature:

Date:
