

General Terms and Conditions for Virtual Fairs and On-site Fairs

§ 1 General Provisions, Customer Group, Subject Matter of the Contract, Contract Language

1. All offers and services of the Partnerkreis „Industrie & Wirtschaft“, UP Transfer GmbH at the University of Potsdam, Am Neuen Palais 10, 14469 Potsdam (hereinafter the "Organizer"), are provided exclusively on the basis of these General Terms and Conditions ("GTC"). They form an integral part of all contracts concluded by the Organizer with its contractual partners (hereinafter the "Exhibitors") regarding the services offered by the Organizer.

2. Information about the Organizer is available at: <https://www.uni-potsdam.de/piw>

3. The Organizer's services are offered exclusively to entrepreneurs. For the purposes of these GTC, an entrepreneur is any natural or legal person or partnership with legal capacity that, when entering into the contract, acts in the exercise of its commercial or self-employed professional activity (Section 14 (1) German Civil Code - BGB).

4. The Exhibitor's own terms and conditions shall not apply, even if the Organizer does not expressly object to them in individual cases. References by the Organizer to correspondence containing the Exhibitor's terms and conditions, or to such terms, do not constitute consent to their applicability.

5. The Organizer hosts both on-site fairs and virtual fairs, within which the Exhibitor may book a fair stand.

6. The contract language is exclusively German. Any translations of these GTC into other languages are provided for convenience only. In the event of discrepancies, the German version shall prevail.

7. For on-site fairs, the University of Potsdam's house rules apply. The Organizer exercises domiciliary rights.

8. The Exhibitor must comply with all applicable statutory labor and trade regulations, in particular provisions on fire protection, accident prevention, and company designation.

§ 2 Offer and Conclusion of Contract

1. The contract is concluded upon the binding booking of a fair stand or service via the website www.kompass-karrieremesse.de. The booking is legally binding and obliges the Exhibitor to pay the stated fees.

2. The booking confirmation issued by the Organizer, together with these GTC, governs the legal relationship between the Organizer and the Exhibitor. No separate written contract is executed. The booking confirmation including these GTC constitutes the entire agreement between the parties. Oral side agreements or assurances do not exist and require written confirmation by the Organizer to be effective.

3. Any additions or amendments to the agreements made, including these GTC, must be in writing to be valid. Deviating oral agreements are void. Declarations preserving the written-form requirement may be submitted only by the project management acting on behalf of Kathleen Becker, Kerstin Engel, and Sophie Jakobs. Transmission by telecommunication means, in particular by e-mail, is sufficient provided a copy of the signed declaration is transmitted.

4. The Organizer retains title and/or copyright to all offers and cost estimates, as well as to illustrations, brochures, and other documents and aids made available to the Exhibitor. The Exhibitor may not disclose, publish, use, or reproduce such items, in whole or in part, nor make them accessible to third parties, without the Organizer's prior written consent. Upon request, the Exhibitor must promptly return all such items and destroy any copies if they are no longer required in the ordinary course of business or if negotiations do not result in a contract. This does not apply to customary electronic back-up copies.

5. The contractual provisions, including details of the agreed services and these GTC, will be provided to the Exhibitor directly or by e-mail upon acceptance of the contractual offer or notification thereof. The Organizer stores the contractual provisions.

§ 3 Contract Term and Performance

1. The Kompass Career Fair will take place on 28 April 2026 from 10:00 to 15:00. The contract between the Organizer and the Exhibitor becomes effective upon the binding booking pursuant to § 2 and ends automatically on 28 April 2026 at 20:00 without requiring separate notice of termination.

2. The Exhibitor may cancel the booked service. In this case, the Organizer is entitled to reasonable compensation.

§ 4 Termination of the Contract

1. If the Exhibitor withdraws prior to the event, the Organizer's claim for compensation shall be liquidated as follows:

a) up to 20 days before the contractually agreed performance date: 50% of the agreed remuneration;

b) cancellation 19 to 14 days before the contractually agreed performance date: 65% of the agreed remuneration;

c) cancellation 13 to 7 days before the contractually agreed performance date: 75% of the agreed remuneration;

d) cancellation 6 days or less before the contractually agreed performance date: 90% of the agreed remuneration;

unless the Exhibitor proves that the Organizer suffered no damage, or substantially less damage, than the lump-sum compensation.

2. The right to terminate the booked service for good cause remains unaffected. Good cause exists if, taking into account all circumstances of the individual case and balancing the interests of both parties, continuation of the contractual relationship until the agreed

end or expiration of any notice period cannot reasonably be expected of the terminating party. In particular, if the Exhibitor fails to pay the agreed remuneration when due, the Organizer is entitled to terminate the contract immediately for cause.

3. The Exhibitor must state the technical equipment it intends to use on the registration form in a binding manner. Any material change to the previously registered technical equipment entitles the Organizer to terminate the contract for cause. In any event, the Exhibitor must notify the Organizer immediately in writing of any change to the technical means used at the event and obtain the Organizer's written approval. Termination does not preclude claims for damages.

§ 5 Impediments / Force Majeure

1. If the Organizer is prevented from performing an order due to circumstances of any kind, it will notify the Exhibitor in writing in good time. If such circumstances are not attributable to the Organizer, the Organizer will propose a new date. If participation on the new date is unreasonable for the Exhibitor, the Exhibitor may withdraw from the contract. If the Organizer fails to give timely written notice, it may not subsequently invoke such circumstances.

2. In cases of force majeure, the affected party is released from its performance obligations for the duration and to the extent of the impediment. Force majeure means any event outside the affected party's control that prevents it, wholly or partly, from fulfilling its obligations, including pandemics, fire damage, flooding, strikes, lawful lockouts, operational disruptions not culpably caused by it, or official orders. The affected party shall inform the other party without undue delay of the occurrence and end of force majeure and shall use best efforts to remedy the situation and limit its effects. The parties will coordinate further steps and determine whether services not performed during the force majeure period are to be provided after it ends. Irrespective of the foregoing, either party may withdraw from affected orders if force majeure continues for more than four weeks from the agreed performance date. The right to terminate for good cause in the event of prolonged force majeure remains unaffected.

§ 6 Prices, Payment Terms, Set-off

1. The prices currently stated in the Organizer's advertisements and/or on its websites apply. All prices are net plus statutory VAT. Unless otherwise agreed, prices are rental prices for the duration of the fair or event.

2. Payment may be made using the following methods:

- invoice,
- bank transfer.

The Organizer reserves the right to exclude certain payment methods. All claims are due upon receipt of the invoice and payable without deduction unless otherwise agreed in writing. The date of receipt of the invoice by the Exhibitor is decisive for the payment period. Payment by cheque is excluded unless expressly agreed in individual cases. By accepting electronic transmission of invoices, the Exhibitor agrees to receive invoices electronically.

3. The Exhibitor is in default without further notice if it fails to pay within 14 days after the claim becomes due and the invoice is received.

4. In the event of default, outstanding amounts shall bear interest from the due date at 9 percentage points above the base interest rate. The Organizer's right to claim higher interest and further damages remains unaffected.

5. Set-off by the Exhibitor with counterclaims, or retention of payments on account of such claims, is permitted only if the counterclaims are undisputed or arise from the same order under which the relevant service is provided.

6. If, after conclusion of the contract, the Organizer becomes aware of circumstances likely to materially reduce the Exhibitor's creditworthiness and thereby jeopardize payment of the Organizer's claims, the Organizer is entitled to perform outstanding services only against advance payment or provision of adequate security.

§ 7 Protection of Content; Responsibility for Third-Party Content

1. Content available at the fair is largely protected by copyright or other proprietary rights and is owned either by the Organizer, other exhibitors, or other third parties who made the content available. The compilation of content may be protected as a database or database work within the meaning of Sections 4 (2) and 87a (1) German Copyright Act (UrhG). The Exhibitor may use such content only in accordance with these GTC and the framework of the fair.

2. Certain content originates from the Organizer, other exhibitors, or other third parties (collectively "Third-Party Content"). The Organizer does not review Third-Party Content for completeness, accuracy, legality, or timeliness and therefore assumes no responsibility or warranty in this regard. This also applies to the quality of Third-Party Content and its suitability for any particular purpose, including Third-Party Content on linked external websites. All content at a fair constitutes Third-Party Content unless it bears the Organizer's copyright notice.

§ 8 Uploading Own Fair Content by the Exhibitor at a (Digital) Fair

1. Subject to the following provisions, the Exhibitor may upload content to a (digital) fair and make it available to third parties.

2. By uploading fair content, the Exhibitor grants the Organizer a free-of-charge, transferable right to use the content, in particular:

- to store the content on the Organizer's servers and publish it, in particular to make it publicly accessible (e.g., by displaying it at the [digital] fair); and
- to edit, digitize, and reproduce the content insofar as required for hosting or publishing it.

If the Exhibitor removes uploaded content during the (digital) fair, the granted rights expire. The Organizer remains entitled to retain copies created for back-up and/or evidentiary purposes.

3. The Exhibitor is solely responsible for the content it uploads. The Organizer does not review uploaded content for completeness, accuracy, legality, timeliness, quality, or

suitability for any particular purpose. The Exhibitor represents and warrants that it holds all rights in the uploaded content or is otherwise entitled (e.g., by a valid license) to upload the content and grant the rights described in paragraph (2).

4. The Organizer reserves the right to reject uploads and/or to edit, block, or remove uploaded content without prior notice if the upload or the content violates § 9 or if there are concrete indications that a serious violation of § 9 is imminent. The Organizer will take the Exhibitor's legitimate interests into account and choose appropriate measures to prevent the violation.

§ 9 Prohibited Activities in Connection with Participation in a (Digital) Fair

1. The Exhibitor must not engage in any activities in connection with participation in a (digital) fair that violate applicable law, infringe third-party rights, or violate youth-protection principles. In particular, the Exhibitor is prohibited from:

- uploading, distributing, offering, or promoting pornographic content or content, services, or products that violate youth-protection laws, data-protection law, or other laws, or that are fraudulent;
- using content that insults or defames other exhibitors or third parties; or
- using, providing, or distributing content, services, or products protected by law or encumbered with third-party rights (e.g., copyrights) without being expressly authorized to do so.

2. In addition, regardless of whether a legal violation exists, the Exhibitor is prohibited from the following activities when uploading its own content and communicating with other exhibitors at a (digital) fair:

- distributing viruses, trojans, or other harmful files;
- sending junk or spam e-mails or chain letters;
- distributing or publicly reproducing suggestive, offensive, sexually oriented, obscene, or defamatory content or communication, as well as content or communication that promotes or supports racism, fanaticism, hatred, physical violence, or illegal acts (explicitly or implicitly);
- harassing other exhibitors (e.g., by repeatedly contacting them personally despite their objection) or promoting or supporting such harassment;
- encouraging other exhibitors to disclose passwords or personal data for commercial or unlawful purposes; or
- distributing and/or publicly reproducing content made available at the (digital) fair unless expressly permitted by the relevant rights holder or by the fair's functionality.

3. The Exhibitor must not take any action that could impair the smooth operation of the (digital) fair, in particular by placing an excessive load on the Organizer's systems.

4. If the Exhibitor becomes aware of any illegal, abusive, contractual, or otherwise unauthorized use of the (digital) fair, it should notify the Organizer. The Organizer will examine the matter and, if necessary, take appropriate measures.

5. If unlawful or criminal conduct is suspected, the Organizer is entitled, and may be obliged, to review the Exhibitor's activities and, if necessary, initiate suitable legal steps. This may include reporting the matter to the competent prosecution authorities.

§ 10 Confidentiality

1. The Organizer and the Exhibitor shall keep confidential all findings and results obtained in connection with the performance of a contract. This also applies to all business matters and processes of the Exhibitor that become known to the Organizer, in particular business and trade secrets. These obligations also apply to the Exhibitor's employees and any other third parties involved in conducting the booked fair, unless such persons are entitled to obtain such information due to their position and/or an express appointment.

2. The duty of confidentiality also covers the existence and content of the contract concluded between the Organizer and the Exhibitor.

3. The duty of confidentiality does not apply to documents, knowledge, results, and information that the Organizer proves have become generally known for reasons not attributable to the Organizer.

4. The duty of confidentiality continues for two years after the end of the contract.

§ 11 Limitation of Liability

1. The Organizer is liable, regardless of the legal basis, only if the damage:

a) was caused by a culpable breach of a cardinal or essential ancillary duty jeopardizing the achievement of the contractual purpose; or

b) is attributable to gross negligence or intent on the part of the Organizer.

2. In cases of § 11 (1) lit. a without gross negligence or intent, liability is limited to the foreseeable damage the Organizer typically expected at the time the contract was concluded. The same applies to damage caused by gross negligence or intent of employees or agents who are not managing directors or executive employees. Liability for consequential damage, in particular lost profit or compensation for third-party damage, is excluded unless intent or gross negligence is attributable to the Organizer.

3. Claims under the Product Liability Act and for damage arising from injury to life, body, or health remain unaffected.

4. The Organizer gives no warranties for the Exhibitor's products or services.

5. Data communication via the internet cannot be guaranteed to be error-free or available at all times according to the current state of the art. The Organizer therefore bears no liability for constant or uninterrupted availability of digital fairs or its online presence, nor for disruptions within networks not caused by the Organizer.

6. The above limitations of liability also apply in favor of any statutory representatives and vicarious agents engaged by the platform operator.

7. Any liability claims lapse if the Exhibitor, on its own initiative, interferes with the Organizer's sphere within a (digital) fair or modifies it in any way, irrespective of the extent of such modifications.

8. The Organizer is not liable for content, image data, etc. uploaded by the Exhibitor at a (digital) fair or for the information contained therein. The Exhibitor warrants that such content and information do not unlawfully infringe third-party rights. The Organizer is not liable for claims contained in the content concerning the Exhibitor's products and/or services. Any potential violations of competition law, copyright law, trademark law, data-protection law, or other legal provisions lie within the Exhibitor's responsibility.

9. The Exhibitor shall indemnify the Organizer against all third-party claims. Indemnification for defense costs is limited to statutory attorney's fees and court costs. Any settlement between the Organizer and the claimant requires the Exhibitor's consent; the Organizer will inform the claimant accordingly.

10. If the Organizer becomes aware of unlawful content uploaded by the Exhibitor, it is entitled to block access to the complained-of pages without undue delay.

11. If the (digital) fair allows forwarding to third-party databases, websites, services, etc., for example by uploading links or hyperlinks, the Organizer is not liable for accessibility, existence, or security of such databases or services, nor for their content, in particular not for their legality, accuracy, completeness, or timeliness.

§ 12 Data Protection

1. The Organizer handles Exhibitors' personal data responsibly. Personal data arising from the contractual relationship (hereinafter "Personal Data") will be collected, stored, and processed only insofar as necessary for proper performance of the contract and permitted by law. The Organizer treats Personal Data confidentially in accordance with applicable data-protection law and does not disclose it to third parties.

2. The Organizer uses Personal Data beyond this only where the Exhibitor has expressly consented. Consent may be revoked at any time.

3. The Exhibitor acknowledges that, for pre-contractual measures and performance of the contractual relationship, collection, processing, and use pursuant to Article 6 (1) lit. b GDPR is necessary, including the Exhibitor's name, consumer or entrepreneur status, address, date of birth, and bank details.

4. The Organizer complies with applicable statutory provisions, in particular the General Data Protection Regulation (GDPR).

5. For further information, please refer to the Organizer's privacy policy: <https://www.up-transfer.de/datenschutz/>

§ 13 Final Provisions

1. If the Exhibitor is a merchant, a legal entity under public law, or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, Potsdam shall be the place of jurisdiction for all disputes arising from the business relationship between the Organizer and the Exhibitor. For claims against the Organizer,

Potsdam shall be the exclusive place of jurisdiction in these cases. Mandatory statutory provisions on exclusive jurisdictions remain unaffected.

2. The contract between the Organizer and the Exhibitor is governed by the law of the Federal Republic of Germany, subject to mandatory conflict-of-laws provisions.

3. If any provision of these GTC is or becomes invalid, the validity of the remaining provisions shall remain unaffected. Any gaps in the contract or these GTC shall be filled by such legally effective provisions as the parties would have agreed upon in light of the economic objectives and purpose of these GTC had they been aware of the gap.

September 2025