

GENERAL TERMS AND CONDITIONS

SERIES MANIA INSTITUTE

1. Purpose

These General Terms and Conditions (the "**General Terms and Conditions**") apply ipso jure to the contractual relations between (1) the Association du Festival International des Séries de Lille/Hauts-de-France (activity declaration registered under number 32 59 10600 59), located at 17 Place Mendès France, 59800 Lille, with number in the Répertoire National des Associations W595030223, SIRET number 83339304400015 and intra-Community VAT number FR70833393044 ("**Séries Mania**") and (2) the natural persons selected and admitted to the various training courses provided by Series Mania Institute, (the "**Participant(s)**") dedicated to the audiovisual series professions (the "**Training(s)**").

Participants are required to read the General Terms and Conditions before registering for the Training. Any Participant in the Training fully and unreservedly agrees to the General Terms and Conditions. Any contrary conditions and in particular any general or special conditions presented by the Participant may not, in the absence of express written acceptance of Séries Mania, take precedence over these General Terms and Conditions.

The General Terms and Conditions may be modified at any time without notice by Séries Mania. Such changes result in a new version that will apply automatically thereafter.

2. Trainings

2.1 The Trainings offered by Séries Mania can be consulted on the Séries Mania website, at the following address: <https://seriesmania.com/institute/programme/>.

The Participants expressly acknowledge that the Training may be provided in collaboration, in whole or in part, with a partner school of Séries Mania (the "**Partner(s)**").

2.2 The Participant undertakes to attend the Trainings with all the required attendance, as well as to respect the internal rules and all schedules, operating rules, disciplinary rules, health rules communicated by Séries Mania, failing which Séries Mania may declare suspension or exclusion from the Training without reimbursement of the course fees.

2.3 The Participants acknowledge having the necessary equipment to properly receive Trainings, including computer and supplies specified later on by Séries Mania. Séries Mania may, as part of educational projects, lend the Participants the audiovisual equipment necessary for their completion (the "**Equipment**"). However, the Participants will be responsible for any damage, theft or delay on the day of the return of the Equipment.

2.4 Séries Mania offers Trainings accessible both in person and remotely. The organisation and implementation of the Trainings is at its sole discretion. Thus, any date included in the schedule of a Training is purely indicative and can be modified at any time without justification. It is the responsibility of the Participants to keep up to date with the schedule applicable to the Training. Any postponement of the Training, examinations/evaluations or any other date indicated in this context must be complied with by the Participants, failing which they may be postponed at the end of the Training.

2.5 Séries Mania reserves the right to cancel the Training at any time if circumstances so require. In such circumstances, Participants will be reimbursed in proportion to the Training actually completed.

2.6 At the end of the Training, a certificate of completion will be given to each Participant who has received the Training to certify it (article R6332-26 of the labour code).

3. Selection of Participants

3.1 Registration for the Training is made online according to the terms and conditions indicated on the Séries Mania website or any other medium communicated by Séries Mania.

On the day of their application, applicants undertake to provide Séries Mania with true, complete and up-to-date information. Incomplete applications will be rejected by Séries Mania. In the event of a change in this information, the applicants undertake to notify Séries Mania promptly, failing which, any applicant who could not be contacted by Séries Mania as part of the selection process may be excluded without possible recourse.

3.2 Participants will be selected by a jury made up of representatives of Séries Mania and, where applicable, of the Partner(s), according to objective and precise criteria which they will have determined beforehand. These criteria shall take into account in particular the applicant's profile, his experience in the field of audiovisual series in particular, any project which could support his application.

3.3 Admitted applicants will receive an email to this effect during the admission period as defined by Séries Mania. Subject to the specific provisions applicable to professional education, they must confirm their participation in the Training and pay a deposit before the date communicated to them, failing which their application will be rejected. They must then pay the Training fees in the manner subsequently communicated by Séries Mania.

Applicants on the waiting list will also receive an email notifying them of the status of their application. Applicants who have not received an email from Séries Mania during this admission period must consider their application rejected. Séries Mania undertakes to make its best efforts to communicate a rejection email to all applicants who would not be admitted, however depending on the number of applications received by Séries Mania, Séries Mania does not guarantee that such an email will be received by each applicant for Training.

3.4 Applicants acknowledge that the Trainings are only accessible to a limited number of Participants. Applicants who have not been admitted immediately may be placed on a waiting list according to the ranking made by Séries Mania or a jury if applicable. In the event of withdrawal of one or more Participants, Séries Mania undertakes to contact by any means the applicant(s) at the top of this waiting list in order to inform them of their eligibility for the Training.

4. Registration – financial terms

4.1. Training fees borne by the Participant

- Upon receipt of his application for registration (online or by post), acknowledgement of receipt will be sent to him within 10 days, accompanied by a professional training agreement.
- To validate his registration, the Participant must return to Séries Mania this agreement signed by return mail, or scanned and sent by email, it being specified that the original must be received no later than 15 days after. Beyond the legal withdrawal period allowed (10 days from the signing of the agreement), he must make a transfer corresponding to 30% of the amount of the Training, to the account of SERIES MANIA according to the bank details transmitted for this purpose.
- The balance of the amount of the Training must be paid in accordance with the schedule defined in the agreement. An invoice will be sent to him as soon as possible.
- He must send to Séries Mania at least 5 working days before the first day of Training, the evidence confirming his French or European social protection and his coverage for the risks of work accident/occupational disease (health coverage). If the Participant is not covered, it is his responsibility to take out, at his own expense, for the duration of the Training, an individual voluntary insurance with the CPAM in France (Caisse Primaire d'Assurance Maladie) of the

place of his residence or equivalent body in his country of origin. Participants are also required to show proof of insurance for the duration of their stay at Series Mania Institute. Insurance should include personal liability coverage.

- An individual invitation (indicating the date and place of the start of the Training) as well as the means of access to the training centre will be sent to him personally at least two weeks before the start of the Training.

4.2. Training fees covered by a third-party body

In the event of total and/or partial coverage of the costs related to a Training by a third party body (AFDAS, Transition Pro, Pôle emploi, AGEFIPH, etc.), the Participant must:

- (i) make a request for coverage prior to the start date of the Training and ensure the successful completion of this request
- (ii) explicitly state this request upon registration;
- (iii) ensure the actual payment by the third party body designated by it.

As such,

- A letter confirming that the request has been taken into account will be sent to the Participant within 10 days from the date of receipt of his registration request (online or by mail).
- The Participant is responsible for providing Séries Mania with the third party body's financing file. Séries Mania undertakes to complete it and return it to the Participant as soon as possible.
- The Participant's registration will only be considered validated upon receipt of the positive response from the funding body and within the limits of available places.
- If the financing body's coverage is only partial, the Participant must pay the outstanding amount, by transfer to SERIES MANIA account according to the bank details transmitted for this purpose.
- To this end, an invoice will be sent to him as soon as possible and must be paid by the Participant upon receipt of the said invoice.
- An individual invitation (indicating the date and place of the start of the Training) as well as the means of access to the training centre will be sent to him personally at least two weeks before the start of the Training.

4.3. Training fees borne by the employer

- Upon receipt of his application for registration (online or by post), a confirmation of its taking into account will be sent to him within 10 days, accompanied by a professional training agreement.
- The employer must confirm the request by mail by means of a purchase order and/or a signed professional training agreement. This confirmation will validate the registration.
- To validate his registration, the employer must return to Séries Mania the agreement signed by return mail and make a transfer corresponding to 30% of the amount of the Training, to the account of SERIES MANIA according to the contact details transmitted for this purpose.
- The balance of the amount of the Training must be paid in accordance with the schedule defined in the agreement. An invoice will be sent to the employer as soon as possible.

- In the event that all or part of the amount of the Training is paid by a third party body, the employer undertakes to inform Séries Mania and to take all necessary steps with the body concerned before the start of the Training.
- If the coverage by a third party is only partial, the balance shall be borne by the employer.
- If the employer has not provided proof of coverage by a third party within 30 days of the start of the Training, the invoice will be issued on behalf of the employer.
- - An individual invitation (indicating the date and place of the start of the Training) as well as the means of access to the training centre will be sent to the employer at least two weeks before the start of the Training.
- Some Training courses require the submission of a Curriculum Vitae and a cover letter. In view of these elements, Séries Mania reserves the right to refuse any person who does not meet the admission criteria defined for the Training.

4.4 Payment terms

Training fees are indicated in euros, all taxes included, and must be paid in euros, excluding any other currency. They can be consulted on the website of Séries Mania or any other medium communicated by Séries Mania.

The Participants undertake to pay the deposit and the Training fees in accordance with the terms communicated by Séries Mania. Failing payment within thirty (30) days from receipt of a registered letter with acknowledgement of receipt giving formal notice to the Participant to comply with its payment obligation, the contract with Séries Mania will be terminated with immediate effect and the Participant excluded from the Training.

The costs of travel, food and accommodation relating to the Training will be entirely borne by the Participants. For those wishing to do so, it is the responsibility of the Participants to take all necessary steps to obtain a scholarship or any other funding or grant from a third party body.

If a Training initially planned in person becomes remote for any reason whatsoever, it will not result in any refund of the registration price paid by the Participant.

In the event that a third party body pays only part of the deposit and/or Training fees, any amount remaining due for the Training will be paid by the Participant or the employer. In the event that (i) the third party body does not confirm the financial coverage of the Training and/or (ii) Séries Mania has not received the coverage of said bodies on the first day of the Training, the cost of the Training will be borne by the Participant or the employer, who will be liable for the full price of the Training.

5. Waiver - Withdrawal

5.1 Each Participant has ten (10) days from the signing of the training agreement to exercise his right of withdrawal. The Participant must inform Séries Mania of his decision before the expiry of this period by email at the address : smi@seriesmania.com.

5.2 Any Participant who notifies Séries Mania of his waiver at least thirty (30) days prior to the start date of the Training will be reimbursed the full amount of his deposit and any Training fees paid to Séries Mania. After thirty (30) days, a compensation of thirty percent (30%) of the total amount of his deposit and training fees will be withheld from the refund.

Except in the event of force majeure or the Participant's legitimate and compelling reason, the Participant acknowledges and agrees that in the event of waiver less than seven (7) days before the start date of the

Training, all the sums paid to Séries Mania – deposit and training fees – will remain acquired by Séries Mania, as compensation.

6. Cancellation

6.1 Insufficient number of Participants

In the event that the number of Participants admitted to the Training does not reach the minimum required, Séries Mania may, at its discretion, postpone or cancel the Training concerned.

Participants who have already made the payment of the deposit and/or training fees will be reimbursed within thirty (30) days of the notification made by Séries Mania, without Séries Mania being held liable in this respect.

6.2 - Force majeure

Séries Mania may cancel and/or postpone the Training due to an unforeseeable and insurmountable event or a case of force majeure as defined in Article 1218 of the French Civil Code.

Participants who have already made the payment of the deposit and/or training fees will be reimbursed within thirty (30) days from the notification made by Séries Mania.

7. Image rights

The Participant grants to Séries Mania the right to exploit free of charge for any audiovisual project associated with the Training, for advertising, promotion of Séries Mania, its image, its name, first name and voice (collectively the "Image"), and on any medium and by any means of communication, including book, magazine, catalogue, poster, video, digital support, website of Séries Mania and/or its Partners. This exploitation right includes the right to capture, fix, reproduce, modify, adapt, reframe, edit, duplicate and broadcast the Participant's Image. It is granted for ten (10) years, for the whole world.

The Participant agrees that his image may be used in public or private performances as part of the Training.

8. Social networks

The Participants acknowledge that the publication on social networks of illegal, disparaging and/or misleading content is likely to cause irreparable damage to Séries Mania and/or its Partners. The Participants hereby undertake not to post, directly or indirectly, under their own identity or under a pseudonym, any content that is illegal, disparaging or likely to harm the image and reputation of the Training, of Séries Mania and/or its Partners through current and future social networks.

9. Intellectual property

9.1 Unless otherwise specified, Séries Mania and/or its Partner are the sole holders of the intellectual property rights associated with all content (written, audio, video, digital, etc.) shared in the context of the Training. Thus, all content and educational material, whatever their form and medium, are its exclusive property.

Consequently, the content may only be used for private purposes by the Participants. The Participants shall refrain, in any manner and in any form whatsoever, in whole or in part, from any reproduction, representation, exploitation, use, loan, exchange or assignment, extraction of data and/or transfer to another medium, modification, adaptation, arrangement or transformation of such content without the express permission of Séries Mania. The Participant agrees not to contribute to the sharing and dissemination of this content to any person who is not a party to the Training.

Nothing in these General Terms and Conditions may be construed as entailing any transfer of intellectual property rights for the benefit of the Participants or third parties.

9.2 In all cases where Séries Mania is forced to use content subject to intellectual property rights of third parties, Séries Mania undertakes to take the necessary steps to use it in compliance with the laws and regulations in force.

10. Liability

10.1 Séries Mania is bound by an *obligation de moyens* in the context of the organization and delivery of Training. Séries Mania undertakes to make its best efforts to ensure that the Training complies with its description and to provide all information relating to the Training in order to allow an informed choice. The Participant is solely responsible for the choice of the Training.

10.2 Séries Mania shall not under any circumstances be held liable for delays or non-performance of its obligations set out in these General Terms and Conditions resulting from the occurrence of a case of force majeure or attributable to a Partner.

10.3 The Participant is responsible for the security of its computer data and acknowledges that Séries Mania cannot be held responsible for any failure of a third-party operator, in particular concerning telecommunication networks and/or any intrusion by a third party into the Participant's systems.

10.4 Séries Mania cannot guarantee the absence of technical defects or failure of the platform allowing remote Training. Séries Mania will make its best efforts to ensure reliable and continuous operation of said platform. In the event of interruption of the service due to maintenance, Séries Mania undertakes to limit the interruption in time and to notify the Participant in advance, however, its liability may not be sought in this respect.

11. Complaints

For any question or complaint relating to the Training, the Participant agrees to write to Séries Mania: smi@seriesmania.com

12. Personal data

12.1 The personal data of the Participants is collected by the Association Festival International des Séries de Lille/Hauts-de-France, located at 17 Place Mendès France, 59800 Lille, with the number in Répertoire National des Associations W595030223, SIRET number 83339304400015. The data is processed (i) in order to allow the performance of the contract concluded with the Participant or (ii) with the consent of the Participant and (iii) for the purposes of the legitimate interests pursued by Séries Mania unless the interests or fundamental rights and freedoms of the Participant require protection of personal data for the purposes of registration and/or participation in one of the Training Courses offered by Séries Mania Institute, if applicable via one or more technical subcontractors.

12.2 The data is communicated to the internal departments of Séries Mania which have a need to know such data for the organisation and delivery of Training. Data shall not be transferred outside the territory of the European Union, nor shall automated decision-making take place.

Personal data is kept for eight (8) years.

Fields marked with an asterisk must be completed. Otherwise, registration for the Training cannot be successful.

12.3 In accordance with the applicable regulations, the Participant has the rights (i) to access, (ii) to rectify, (iii) to erase, (iv) to limit, (v) to object, (vi) to portability and (vii) to draft general or specific post-mortem directives relating to the retention, erasure and communication of his personal data. The Participant may assert his rights by contacting: contact@seriesmania.com or by post: Séries Mania, 17

place Mendès France 59800 Lille, proving his identity. In the event of a dispute, the Participant has the right to refer the matter to a supervisory authority. Any request to erase the data, made at any time to the previous address, is likely to prevent the execution of the registration and the completion of the Training.

13. Law, mediation and jurisdiction

13.1 These General Terms and Conditions are governed by and subject to the laws of France without, however, having the effect of depriving the Participant of the level of protection provided for by the provisions of the mandatory laws of the country of habitual residence.

13.2 The parties undertake to seek an amicable solution before any legal action.

13.3 In the absence of an amicable solution found between the parties, any dispute will be referred to the jurisdiction of the French Courts unless otherwise provided by law that would refer the matter to mandatory jurisdiction of a foreign court.