

General Terms and Conditions of Membership

1. Definitions

In the Agreement, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

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| Admission Policy | The policy adopted by the Forum, in its absolute discretion, for each of its Events that defines the participation rights granted to each partner, member or constituent of the Forum, the required seniority level of participants and the participation fees, if any, to such Event. |
| Agreement | The Specific Conditions of Membership or the Membership Application Form signed by the Member, as applicable, together with those General Terms and Conditions of Membership, as well as their attachment(s), if any. |
| Board Executive | Member of the most senior executive decision-making body of the parent company of the Member's group. |
| Effective Date | Date on which the Agreement takes effect, as indicated on the SCM or on the Membership Application Form signed by the Member, as applicable. |
| Event | Any meeting, activity, workshop or event organized or co-organized by the Forum Entities. |
| Forum | The World Economic Forum, headquartered at 91-93 Route de la Capite, CH-1223 Cologny/Geneva, Switzerland. |
| Forum Entity | Each, either the Forum USA or the Forum; jointly, the Forum USA and the Forum shall be referred to as the "Forum Entities". |
| Forum USA | World Economic Forum USA Inc., headquartered at 3 East 54th Street, 18th Floor, New York, NY, USA. |
| Global Chair/Chief Executive | Highest decision-making officer of the parent company of the Member's group. |
| GTCM | These General Terms and Conditions of Membership. |
| Participant | Any person registered for or participating in an Event as per the participation rights granted under the Membership (e.g. Global Chair/Chief Executive, senior executives or clients of the Member). |
| Member | The member identified in the preamble of the SCM or on the Membership Application Form, as applicable. |
| Membership Application Form | The membership application form signed by the Members, as applicable. |
| Membership Contribution | The amount of the contribution applicable to the selected membership type. |
| Party | A party to the Agreement. |
| Privileges | The privileges and benefits a Member is granted pursuant to the membership. |
| Senior Executive | Member of the most senior executive decision-making body of the parent company of the Member's group or, as the case may be and depending on the Event Admission Policy, head of region, head of global business, head of global function, or head of subsidiary reporting to the parent company. |
| SCM | The Specific Conditions of Membership signed by the Member, as applicable. |

2. Participation in the Events

2.1. Participation rights.

- 2.1.1. The Member may be entitled to take part in the Events, according to the membership type and subject to the Admission Policy of the relevant Events.

- 2.1.2. The Member can only participate in the Events that are taking place during the term of the Agreement.
- 2.1.3. Such participation rights include Participants of the Member participating as panellists or speakers in sessions of the Events as per invitation of the Forum in its absolute discretion.
- 2.1.4. The latest schedule of the Events is available on the Forum's website, www.weforum.org.
- 2.1.5. The Forum reserves the right to change the locations, venues, dates and schedules of the Events, in its absolute discretion.

2.2. Restrictions on Admission.

- 2.2.1. The Member hereby acknowledges and agrees that subject to the Admission Policy and format of the selected Event, the Forum reserves the right to restrict both the number and seniority level of Participants (e.g. some Events are for Global Chair/Chief Executive only). This restriction applies to all Events.
- 2.2.2. The admission to Events is based on the responsibilities and seniority of the Member's representatives and is independent of past participation in Events.
- 2.2.3. Due to the high-level participation in the Events, the Member shall always nominate its most senior board-level executives.
- 2.2.4. The Forum reserves the right to refuse participation of a Participant deemed not to be appropriate for any reason (e.g., seniority level, relevance to the Programme, reputation), in its absolute discretion. This principle applies to all Events.
- 2.2.5. Reporting press cannot be included in the Member's guest quota.
- 2.2.6. All determinations made pursuant to this section 2.2 shall be in the absolute discretion of the Forum.

2.3. Registration Process.

- 2.3.1. The Member may register the number of Participants in accordance with the relevant Events' Admission Policy as communicated by the Forum in due time.
- 2.3.2. The Member shall register its Participants in due time according to the deadlines published on the Forum's website or as otherwise notified to the Member by the Forum.

2.4. Replacements.

- 2.4.1. Replacement of Participants by the Member is subject to the Forum's prior written approval.
- 2.4.2. If the Member is entitled to participate in the World Economic Forum Annual Meeting in Davos-Klosters, Switzerland, the Global Chair/Chief Executive may be replaced only if the Global Chair/Chief Executive has participated in a minimum of three (3) consecutive Annual Meetings in Davos-Klosters, Switzerland, subject to the Forum's prior written approval.

- 2.5. **Cancellation policy.** Registration for an Event is subject to the cancellation policy of each Event. The cancellation policy of an Event will be specified on the online registration form for such Event and is at the absolute discretion of the Forum.

3. Respect for applicable rules and guidelines

The Member shall comply and shall cause any of its employees, officers, directors and agents involved with the Forum's Events (including, but not limited to, the Participants) to comply with any rules and guidelines for participation in the selected Programme(s) and Events (e.g. "Annual Meeting Charter") which will be provided by the Forum.

4. Financial contribution

- 4.1. **Membership Contribution.** In consideration for the Privileges, the Member agrees to pay to the Forum the Membership Contribution. The amount of the Membership Contribution does not include any value added taxes (VAT), or other similar. VAT or other similar taxes will be charged by the Forum in addition to the Membership Contribution if prescribed by applicable law.

4.2. Event participation fees.

- 4.2.1. If there are participation fees related to the participation of the Member in an Event, in accordance with the applicable Admission Policy, such participation fees will be charged in addition to the Membership Contribution upon registration of

the Participants for such Event. The Forum commits to inform the Member sufficiently in advance. The amount of such participation fees does not include any value added taxes (VAT), or other similar taxes. VAT or other similar taxes will be charged by the Forum in addition to the participation fees if prescribed by applicable law.

4.2.2. The Participants' travel and accommodation costs as well as any other expenses incurred by the Participants during their participation in the Event(s) are not included in the participation fees and shall be borne by the Member.

4.3. **Payment terms.**

4.3.1. Unless otherwise specified on the relevant invoice, payment by the Member shall be remitted within:

- (i) sixty (60) calendar days as of the invoice date, in the case of the Membership Contribution;
- (ii) thirty (30) calendar days as of the invoice date, in the case of the Events participation fees.

4.3.2. However, the annual Membership Contribution must be paid before participation in any Event and Event participation fee must be paid before the commencement of said Event.

4.3.3. The membership Privileges will be activated only upon receipt of payment of the first Membership Contribution due from the Effective Date.

4.3.4. All payments to be made by the Member to the Forum under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.

4.4. **Invoicing contact.** Should the invoicing contact and/or details provided by the Member for the Membership Contribution and/or participation fees invoices show an entity other than the Member, the Member confirms that (i) the entity to which the invoice is to be addressed has acknowledged the obligation to pay and to respect the terms and conditions of the Agreement, and (ii) the Member shall not be relieved of its payment obligations under the Agreement until full payment of the invoices is received by the Forum.

4.5. **Default.** Failure to timely remit full payment, including payment of the Membership Contribution, will suspend all Privileges under the Agreement.

5. **Communication guidelines**

5.1. Due to the independent and non-commercial nature of the Forum, the Member undertakes to obtain the prior written consent of the Forum before:

- (i) Cooperating with third-party public relation firms on matters related to its membership relationship with the Forum and the Agreement (including but not limited to press matters, public relations or publicity initiatives);
- (ii) Engaging in sending out any pre-meeting press release or communication containing information related to the Forum's Events or projects; and
- (iii) Using the Forum's name or making any reference to its activities, Events or projects whether in print, on the internet or in any other form of media (including but not limited to external marketing or advertising purposes).

The Member shall not promote its products, services or activities during any Event and/or in connection with any Event and/or on any of the Forum's digital platforms. The Member agrees to coordinate with the Forum any promotional activity(ies) outside the Events, in order to protect the mission of the Forum and its reputation.

6. **Confidentiality and data protection**

6.1. **Confidential Information.** The Member acknowledges that, pursuant to the Agreement, it may gain access to confidential information of or relating to the Forum Entities, and/or their members, partners, Events and/or projects, which are not in the public domain or which are not generally accessible and which it has received from the Forum Entities, or which was otherwise obtained or accessed by it in connection with the Agreement (hereinafter referred to as the "Confidential Information").

6.1.1. The Member hereby commits:

- (i) To treat such Confidential Information with at least the same degree of care as it treats its own confidential information;

- (ii) Not to, without the Forum's prior written consent, publish or disclose to any third party, any Confidential Information, and in the event consent of the Forum is obtained, to cause the receiving third party to comply with the same confidentiality obligations as those set forth in this section 6.1;
- (iii) Not to use or reproduce in any manner or form whatsoever any Confidential Information for any purpose outside the scope of the Agreement.

6.1.2. Confidential Information shall not include:

- (i) Information that is, at the time of disclosure or thereafter becomes, other than through an unauthorized action under the Agreement, generally available to the public;
- (ii) Information received by the Member from a third party who is not, to the Member's knowledge after reasonable inquiry, under obligation to the Forum to maintain such information confidential; and
- (iii) Information developed by the Member, who developed such information without access or reference to the Confidential Information.

6.1.3. Notwithstanding the above, the Member may disclose Confidential Information as required by applicable law or any regulatory authority, provided that the Member shall provide prompt written notice to the Forum upon becoming aware of such a disclosure obligation and shall cooperate with the Forum Entities in order to protect the Confidential Information and the Forum Entities, and the interests of the Forum Entities' members and partners.

6.1.4. The Member shall cause its employees, officers, directors and agents, and the Participants, to comply with the rules set forth in this section 6.1.

6.2. **Data protection.**

6.2.1. For the purposes hereof, the term "Personal Data" shall mean any data or information relating to any identified or identifiable legal or natural person that is protected by applicable law. In the case of the Forum, Personal Data shall include without limitation Personal Data of the Forum Entities and/or their partners, members, officers, directors, employees, consultants, attorneys, accountants or agents, as well as any participants in Forum Events and/or activities (hereinafter the "Forum's Personal Data").

6.2.2. The Member shall comply, and cause its employees, officers, directors and agents, and the Participants, to comply with their obligations with respect to the Forum's Personal Data under applicable law.

6.3. **Use of Personal Data by Forum Entities.**

6.3.1. The Member acknowledges and agrees that under the Agreement, personal data (such as photography, name, position, résumé, phone and fax numbers, address, spouse's name, etc.) of Participants will be used in the Forum Entities' digital, printed and/or other platforms, with a view to helping participants contact and meet each other.

6.3.2. The Member shall cause the Participants to consent to such use of personal data by the Forum Entities, before they register for any Event.

6.3.3. Notwithstanding the above, the Member shall have the right to request from the Forum Entities that it not mention the Participants' personal data in the Forum Entities' digital, printed and/or other platforms, provided that such a request is made by the Member in writing sufficiently in advance before any applicable deadline as set forth by the Forum Entities.

6.3.4. Post-meeting information for solicitation of other participants will not be provided.

6.4. **Use of Participants image by the Forum Entities.**

6.4.1. Before they register for any Event, the Forum informs Participants in the registration form that they may appear in photographs and video footage taken by the Forum during Events and that some of this content may be made available in the public web sphere and/or used in communications and reports in relation to Forum activities.

6.4.2. If the case, the Member grants permission to the Forum and its representatives to take photographs or videos and to make recordings of any Participants at any Event.

6.4.3. The Member will not oppose the Forum Entities and their representatives taking photographs or videos and making recordings of any Participant at any Event, in the public areas of the Events, and/or where it is marked or indicated that specific sessions during the Event will be filmed or recorded or

that photographs will be taken thereat, and/or where the Event or sessions are open to the media.

- 6.4.4. The rights granted to the Forum Entities and their representatives by the Participants include the perpetual, worldwide, royalty-free, exclusive and unencumbered right to reproduce, use, exhibit, display, broadcast, distribute and/or create derivative works of these images, photographs, videos and recordings in any media now known or later developed (included but not limited to social media platforms). In addition, the rights granted to the Forum Entities include the right to use the appearance of the Participants or any portion thereof, and their name, voice, likeness and biographical material.
- 6.4.5. The Member acknowledges that the Forum Entities shall own all rights to and interests in the photographs, videos, images and recordings. For the avoidance of doubt, the Member and/or the Participants may not reproduce, use, exhibit, display, broadcast, distribute and/or create derivative works of, such photographs, videos, images and recordings, without the prior written consent of the Forum.
- 6.4.6. The Member hereby waives any right to inspect or approve the use of the photographs, videos, images or recordings or of any written copy.
- 6.4.7. The Member hereby agrees to release the Forum Entities from and against any claim, suit, loss, liability, damage, cost, fee or expense arising from or related to the use of the photographs, videos, images or recordings made in compliance with the Agreement.

7. Intellectual property

7.1. Use by Member of Forum Entities' intellectual property and names

- 7.1.1. The use of the Forum Entities' intellectual property (including, but not limited to, trademarks and logos) and names by the Member on any type of document or in its promotional, marketing, advertising and/or public relations activities, whether printed or in electronic format, is not permitted, unless expressly agreed in writing by the Forum.
- 7.1.2. The recording by the Member of any Event by audio or video is not permitted without the express written consent of the Forum.

7.2. Use by Member of Member Marks at Events. The Member shall not make use of any of the Member's names, trademarks, logos, banners or other types of advertisement at any Event.

7.3. Use by Forum Entities of Partner Marks.

- 7.3.1. The Forum Entities may use the Member's names, trademarks and/or logos (hereinafter referred to as "the Member Marks") for acknowledgement purposes.
- 7.3.2. The Member confirms that it is the rightful owner of the Member Marks and that it is not aware of any actual or latent third-party claims relating to the Member Marks.
- 7.3.3. The Member hereby authorizes the Forum Entities to use the Member Marks solely in compliance with the Agreement. Both parties agree that any use of the Member Marks outside the scope of the Agreement requires the Member's prior written consent.
- 7.3.4. The Member shall not hold the Forum Entities responsible for any liability resulting from any use by the Forum Entities of the Member Marks as long as such use is in compliance with the Agreement.
- 7.3.5. The Member shall be liable for any damages resulting from any use by the Forum Entities of the Member Marks (including but not limited to where the Member Marks infringe the rights of any third party), provided such use is in compliance with the Agreement. The Member shall defend, indemnify and hold harmless the Forum Entities and their employees, officers, directors and agents, against any and all claims, suits, actions, costs, counsel fees, expenses, damages, losses, liabilities, judgements and decrees associated with such use by the Forum Entities.
- 7.3.6. Each Party agrees to notify the other Party in writing as soon as it becomes aware of a claim or action which may include the Member Marks.
- 7.3.7. The Member shall have the sole right to control the defence and settlement of any proceeding or action involving a third-party claim relating to the use of the Member Marks by the Forum Entities and for which indemnification is sought hereunder; provided, however, that if the Member does not assume such defence and settlement within sixty (60) calendar days after receipt of written notice of such third-party claim from

the Forum Entities, the Forum Entities shall have the right to control the defence and settlement of any such third-party claim; provided further, however, that the Forum Entities shall:

- (i) Keep the Member informed of any material developments with respect to such third-party claim;
- (ii) Allow the Member to participate in the defence of such a claim at the Partner's sole cost and expense.

- 7.3.8. Each Party shall provide the other with all reasonable assistance and cooperation in any such defence and settlement, at no cost for the Forum Entities.
- 7.3.9. Regardless of whether the Member becomes a party to such a proceeding or action, the Partner shall not be relieved from its obligation of indemnification as set forth above.
- 7.3.10. The provision of sections 7.3.4 to 7.3.9 shall remain in effect for three (3) years after the expiry or termination of the Agreement.

7.4. Copyrights on conference materials.

If the Member is invited by the Forum to do a presentation at any Event, the Member hereby assigns to the Forum Entities a non-exclusive, perpetual, worldwide, royalty-free, non-transferable licence in the presentations (e.g. PowerPoints) and related materials presented and/or submitted by the Member at any Event.

8. Compliance and ethics.

8.1. As a not-for-profit foundation, the Forum only enters into agreements for the purpose of fulfilling the Forum's mission. The Forum's independence and intellectual integrity are of utmost importance to the preservation of the Forum's unique status and its close relationship with the entirety of its constituents. The Forum adheres to the principles of human dignity, non-discrimination, fair treatment, health and safety, good governance, fair labour practice, fair competition, environment protection, animal welfare, business integrity, ethical business, anti-corruption, social responsibility, economic sustainability and the rule of law.

8.2. The Member shall safeguard the principles set out in section 8.1, to avoid any action or inaction that could conflict with such principles, to refrain from any initiative or activity linked to any Forum Event that would conflict with such Forum Event, and to respect the mission of the Forum.

8.3. Membership with the Forum does not grant or imply the Forum's endorsement or sponsorship of the Member's goods or services or otherwise express any preferences for, or promotion of, the Member's goods or services in the marketplace.

8.4. The Member must refrain from any promotional activities which go against the non-commercial spirit and atmosphere of the Forum activities.

8.5. The Member shall cause its employees, officers, directors, Participants and agents involved with the Forum (including, but not limited to, the Participants) to adhere to and comply with the Member's obligations set forth in this section 8.

9. Term and termination

9.1. Term. The Membership is valid for period of twelve (12) months from the Effective Date and shall be automatically renewed for additional periods of one year, unless terminated by either Party in accordance with Section 9.2 hereunder.

9.2. Early Termination. The Agreement may be terminated by either Party on each anniversary date of the Effective Date by providing a written notice to the other Party at least sixty (60) days prior to such anniversary date.

9.3. Termination in case of Breach et al.

- 9.3.1. Either Party may, without prejudice to any other rights or remedies, terminate the Agreement with immediate effect by providing a written notice to the other Party if the other Party has failed to remedy a material breach of any of its obligations under the Agreement within fifteen (15) business days after having been provided a written notice specifying the breach and requesting it to remedy the breach.
- 9.3.2. The Forum may, without prejudice to any other rights or remedies, terminate the Agreement with immediate effect by providing a written notice to the Member if:
- (i) There is a change in the Member's business, activities or status which has for effect that the Member no longer fulfils the Forum's criteria for being a member of the Forum;
 - (ii) The Forum has reason to believe in its absolute discretion that its image, reputation, mission, independence and/or intellectual integrity is or could be threatened or tarnished by reason of any

- action of, or circumstance relating to, the Member (including but not limited to where the Member is in breach of section 8);
- (iii) The Member is affected by an embargo, sanction or other similar programme, including but not limited to any sanction, prohibition or restriction under any United Nations resolution or imposed by any jurisdiction;
 - (iv) The Member goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation) or has an administration order made against it, or carries on its business or any part of it under an administrator or receiver or manager for the benefit of its creditors or any of them, or seeks any type of relief or is threatened by any third party under the provisions of any bankruptcy or insolvency law;
 - (v) The Member admits in writing its inability to pay any debts to the Forum as they fall due;
 - (vi) The Member or any competent governmental authority takes any action to liquidate or wind up the Member.
- 9.3.3. The expiration or early termination of the Agreement shall not relieve the Parties of any liabilities accrued before such expiration or termination.

10. Miscellaneous provisions

10.1. **Non-exclusivity.** The Forum does not guarantee any industry, market or regional exclusivity to the Member. The Forum may have several members and/or partners who work together on a joint project and/or initiative.

To achieve its overall goals and objectives the Forum will seek members and partners that are broadly representative of various industry sectors and regions.

10.2. **Liability.** The Forum shall not be liable for any damage to or loss of the Member's or any Participant's property at any Event. The Forum shall not be liable for any breach of the Agreement, except in the case of gross negligence or unlawful intent. The total aggregate liability of the Forum to the Member for any breach of the Agreement shall not exceed fifty per cent (50%) of the Membership Contribution.

10.3. **Notifications.** For specific operational activities, the Member shall nominate the appropriate contact person(s) from the Member to whom the Forum shall deliver any notice necessary for the performance of the Agreement. This approach optimizes the Member's engagement with the Forum throughout the year.

The Member undertakes to notify in writing any change of the Member's contact person(s) to the Forum in due time.

The Forum will designate one Forum Relationship Manager who will be dedicated to the Member to enable smooth cooperation.

10.4. **"No Partnership".** Nothing in the Agreement or in the business relationship between the parties shall be construed as creating or implying a partnership within the meaning attributed to such term in Articles 530 *et seq.* of the Swiss Code of Obligations, joint venture, employer-employee relationship, franchise, agency or other form of legal association between the Parties.

10.5. **Force majeure.** Any delay or failure in the performance by either Party of its obligations hereunder shall be excused if and to the extent caused by the occurrence of a force majeure. For the purposes of the Agreement, force majeure shall mean any circumstance beyond the reasonable control of the Party claiming force majeure, which prevents or impedes the due performance of the Agreement by that Party, including but not limited to acts of God, fires, floods, hurricanes, earthquakes or other natural disasters, adverse weather conditions or the consequences thereof, epidemics, explosions, riots or civil commotions, wars, hostilities, acts of terrorism, restraints of government, governmental actions, embargoes or boycotts, denials of the use of any railway, road, port, airport, shipping service or other means of public transport, or labour disputes or disturbances.

10.6. **Interpretation.** As a not-for-profit foundation, the Forum enters into the Agreement for the purpose of fulfilling the Forum's mission and not for the purpose of entering into a commercial relationship with the Member. As a result thereof, the Member expressly acknowledges and recognizes this principle as key to interpreting its rights and obligations under the Agreement.

10.7. Entire Agreement.

10.7.1. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior proposals, agreements understandings, representations and communications, whether oral or written.

10.7.2. The general conditions of purchase or sale of the Member shall not apply to the Agreement (whether transmitted with a purchase order, when payment is remitted or otherwise).

10.8. Assignment/subcontracting

10.8.1. Neither Party may assign its rights or obligations under the Agreement or delegate or otherwise transfer its obligations hereunder, in whole or in part, to any third party, without the express written consent of the other Party.

10.8.2. In the event of a delegation or other transfer by the Member of an obligation hereunder to a third party, the Member shall remain responsible for the proper performance of said obligation by the third party and shall provide evidence to the Forum that the third party has accepted to perform the delegated or transferred obligation.

10.8.3. Notwithstanding the above, the obligations of the Forum pursuant to the Agreement may be performed by or in cooperation with the Forum USA, in whole or in part.

10.9. **Rights of the Forum USA.** The Forum USA may enforce some of the provisions of the Agreement despite not being party to the Agreement, provided however that the Parties to the Agreement may vary the terms of the Agreement without the consent of the Forum USA. The rights afforded to the Forum USA shall be in addition to any other rights the Forum USA may have.

10.10. **Waiver.** Either Party's failure to enforce any provision of the Agreement or to exercise any of its rights hereunder shall neither constitute a waiver of such provision nor prejudice such Party's rights to enforce such provision at any subsequent time, unless a written waiver has been signed by such Party's duly authorized representative and has been communicated to the other Party.

10.11. **Severability.** In the event that one or several provisions of the Agreement are or become invalid, unenforceable or impracticable, the remainder of the Agreement shall not be affected. The Parties shall agree appropriate provisions to replace any invalid, unenforceable or impracticable provisions, or to filling an omission, of the Agreement by a valid and practicable provision which comes as close as possible to the purposes both Parties intended with the initial provision or which corresponds to that purpose which, according to the sense and purpose of the Agreement, the Parties would have intended, had they considered the matter.

10.12. **Extended meanings.** In the Agreement, words importing the singular number only include the plural and vice versa, and words importing any gender include all genders.

10.13. **Sections and headings.** The division of the Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect the interpretation of the Agreement. The terms "hereof", "hereunder" and similar expressions refer to the Agreement and not to any particular article, section or other portion of the Agreement and include any agreement or instrument supplemental or ancillary hereto.

10.14. **Survival.** Notwithstanding any termination of the Agreement for any reason whatsoever, the provisions of sections 5 "Communication Guidelines", 6.1 "Confidential Information", 6.2 "Data Protection", 7.1 "Use by Partner of Forum Entities' intellectual property" and any other provisions of the Agreement necessary to give efficacy thereto shall continue in full force and effect following such termination.

11. Applicable law and jurisdiction

11.1. The validity, interpretation and performance of the Agreement shall be governed by Swiss law.

11.2. Any dispute or disagreement arising out of or in connection with the Agreement shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland, provided however that nothing herein shall prevent the Forum from proceeding at its election against the Member in the courts of any other jurisdiction.