

“ASCA® Challenge 2020 - Internet of Things” Competition Rules

These rules (the “**Rules**”) have been placed on record with the firm of Bailiffs SCP Jorand Gobert Richard Van Gorkum, 10 bis rue Sarrazin, 44000 Nantes, France. They can also be consulted free of charge on the website <https://challenge.asca.com> (the “**Competition Website**”) or by sending a request to the Organiser.

ORGANISER

ARMOR Solar Power Films, hereinafter the “**Organiser**”, a French *Société par Actions Simplifiée* (simplified jointstock company) with capital of €11,559,609, registered with the Nantes Trade and Companies Register under the number 844 766 170, having its registered office at 20 Rue Chevreul, 44100 Nantes, France, represented by ARMOR SAS, itself represented by ALSENS SAS, itself represented by Mr Hubert de Boisredon, in his capacity of President.

ARTICLE 1 - Background

From 19 November 2020 at 00:00 (French time) to 28 February 2021 at 23:59 (French time) (hereinafter referred to as the “**Competition Period**”), the Organiser is holding a competition entitled “ASCA® Challenge 2020 - Internet of Things” (hereinafter referred to as the “**Competition**”), which is free of charge and with no purchase obligation, in partnership with a panel of experts who make up the jury (hereinafter referred to individually as the “**Jury Member(s)**” and jointly as the “**Jury**”), the aim of which is to support innovation in the rapidly growing Internet of Things sector (hereinafter referred to as “**IoT**”), which refers to the network formed by the internet and physical objects. This competition is being held in order to:

- Identify and optimise the value of innovative solutions that can be used to connect these objects;
- Facilitate the formation of new relationships between stakeholders in this sector;
- Promote the potential of the ASCA® organic solar film modules that are designed, manufactured and marketed by the Organiser (hereinafter referred to as the “**ASCA® Module(s)**”) with the aim of providing solutions to the energy-related, economic and environmental challenges in this sector.

From 19 November 2020 at 00:00 (French time) to 31 December 2020 at 23:59 (French time) (hereinafter referred to as the “**Entry Period**”), the Entrants, as defined in Article 2 below, must submit, in accordance with the entry terms and conditions described in Article 3 below, an IoT solution that is powered by an ASCA® Module (hereinafter referred to as the “**Project**”).

The Project must be applicable in one of the following IoT market sectors:

- Smart city (examples of areas of application): air quality, noise pollution, water quality, fire prevention, irrigation control, smart tourism, waste management, traffic management, smart parking, etc.
- Smart transport (examples of areas of application): management of charging stations for electric vehicles, smart cars, electric bicycles, airspace and airports, railways and stations, traffic management, etc.
- Smart furniture and smart homes (examples of areas of application): lighting, heating, ventilation and air conditioning, security and access control (alarms and video surveillance), fire and safety, smart energy and networks, water, occupancy and use of floorspace, outage detection, etc.
- Smart agriculture (examples of areas of application): monitoring of climatic conditions, crop management, automation of horticultural greenhouses, livestock monitoring and management, precision agriculture, etc.
- Mobile devices (examples of areas of application): mobile computing, entertainment and music, pet monitoring, etc.
- Industry (examples of areas of application): preventive maintenance, quality assurance and inspection, optimisation of manufacturing processes, optimisation of the logistics chain, etc.
- Resource management (examples of areas of application): freight containers at sea, resources in inhospitable and sparsely populated areas (e.g. tropical forests, mines, deserts, etc.), monitoring of cold chain integrity for resources that are temperature-sensitive, employee health and safety, real-time optimisation of delivery journey times and schedules, insurance companies that offer on-demand cover, generating statistics from an area of application in a smart city, monitoring of construction sites and vehicle condition, etc.

ARTICLE 2 - Entrants

Entry to the Competition is exclusively reserved for:

- All companies registered in France or other countries; and
- All adult individuals residing in France or other countries acting in their own right or on behalf of a group of adult individuals whom they represent (e.g. a class of students) (hereinafter referred to as the “**Entrant(s)**”).

The following cannot enter the Competition:

- Any Jury Member, any member of the Organiser's personnel, any person who was directly or indirectly involved in designing the Competition, as well as any ascendant or descendant in the families of the aforementioned persons;
- Any legal entity that is not a registered company;
- Any company that is not registered when it enters the Competition;
- Any individual who is a minor when s/he enters the Competition;
- Any registered company and, regardless of whether or not they are members of its personnel, any adult individual who designs, manufactures and/or markets, directly or indirectly, products and/or services that are in competition with those of the Organiser.

ARTICLE 3 - Entry terms and conditions

To enter the Competition, it is necessary to provide, **in English and in digital format on the Competition Website**, during the Entry Period defined in Article 1, the mandatory information that is requested in the entry file that is available on the Competition Website, before confirming the submission of the entry file, at the latest on 31 December 2020 at 23:59 (French time), on said Website.

Said entry file requires the following information to be provided:

- Entrant's contact details:
 - For a registered company: the name of the company, the address of the registered office, the registration number and place, the legal form of the company, the identity of the individual who is responsible for submitting the entry file for the company (first name, surname, email address and telephone number);
 - For an adult individual or group of adult individuals whom an individual represents: first name, surname, postal home address, email address and telephone number.
- A brief presentation of the Project: the Entrant must present the Project and the rationale for the Project by including a URL or download link to a video of a maximum duration of three (3) minutes.
- A detailed presentation of the Project: the Entrant must present the Project by filling in the open fields below on the form to be downloaded from the Competition Website. The form must then be attached to the entry file (in .pdf format and limited to ten (10) megabytes):
 - Name and brief presentation of the Project (250 characters maximum including spaces);
 - Presentation of the Entrant and, as required, of the team of adults s/he represents: first name, surname, area of expertise, profession, educational establishment, etc.;
 - Presentation of the Project: type(s) of application(s), functionalities, identification of potential users and the benefits that the Project could have for them, etc.;
 - Technical presentation of the Project: functioning, electronic characteristics, existence of any intellectual property rights (e.g. patents, designs and models, etc.), etc.;
 - Presentation of the innovative aspects of the Project: existence of competing or alternative solutions, differentiating factors, etc.;
 - Presentation of the planned market for the Project: target market(s) and company/ies, client profiles, competing or alternative solutions and the Project's differentiating factors, the size of the addressable market, etc.;
 - Presentation of the marketing approach for the Project: production logic, marketing model and distribution channels, description of the client profile and examples of existing clients or partners, awards obtained, etc.

Moreover, the Entrant may attach, in the "documents" open field of the entry file, up to seven (7) documents (e.g. presentation, business plan, diagram, photos, etc.) of a maximum size of ten (10) MB each, provided that the following authorised formats are used: .jpg, .jpeg, .png, .gif, .pdf, .doc, .docx, .xls, .xlsx, .odt, .ppt and .pptx.

If an Entrant discloses information that s/he regards as confidential in his/her entry file, the Entrant must identify said information as such using the label "confidential" (e.g. at the start of the information entered in a field, on a document or in a video). The Organiser undertakes to ensure that any information that is identified as confidential, as provided for above, will be treated as such for a period of two (2) years as from the submission of the field and will not be made public without the Entrant's prior authorisation.

One (1) single submission of an entry file is authorised for each Entrant. If it is found that an Entrant submitted more than one entry file, none of said files will be accepted and the entry will be invalid.

Each Entrant acknowledges and accepts that no entry file will be accepted if it is submitted in a language other than English and/or after the stated submission deadline and/or using any means or format other than those stipulated in these Rules.

As soon as an entry file is submitted on the Website, it will no longer be possible for the Entrant to consult or modify that file.

Within forty-eight (48) business hours (excluding French public holidays) of an entry file being submitted, the Organiser will send the Entrant an email confirming the validity of the submission concerned. The Entrant acknowledges that said email does not however confirm the validity of the entry and therefore the Entrant's participation in the Competition, which will be reviewed by the Organiser before the entry file is referred to the Jury.

In order for an Entrant's entry to be valid, the Entrant must have provided complete and accurate information wherever required in the entry file. The Organiser reserves the right to check the accuracy of said information by requesting proof thereof from the Entrant (e.g. a copy of an official document confirming the registration of a corporate Entrant, a copy of a passport to confirm that an individual Entrant is an adult, etc.). In accordance with Article 11, if a piece of information provided by an Entrant, whether deliberately or not, is found to be incomplete, inaccurate or in breach of the Rules at any time during the Competition, said Entrant's entry will be rejected by the Organiser, without having to provide a reason and with no possibility of appeal for the Entrant. If said Entrant is one of the Winners, the Entrant's prize will be withheld or withdrawn, and the Organiser reserves the right to request that the Jury select a new Winner to receive the prize in question.

ARTICLE 4 - Prizes

Each of the three (3) Winners, chosen in accordance with the terms of Article 5, will receive the following prizes:

Prize for Winner no. 1:

- Participation in one (1) renowned international trade fair in the IoT sector as a joint exhibitor with the Organiser; said participation corresponds solely to the payment of the Winner's registration fees by the Organiser;
- Ten (10) workshop half-days with the Organiser's design department in order to develop a prototype based on this Winner's Project;
- Development of a specific, bespoke ASCA® Module by the Organiser to enable said Module to be incorporated into the Project's solution;
- One (1) photo shoot of the Project to be carried out by a professional photographer selected by the Organiser (between 5 and 10 photos);
- One (1) day of strategic coaching on the fundamental principles needed to establish an effective strategy or, at the Winner's choice, one (1) day of marketing coaching concerning the fundamental principles for successful communication; this service may be provided by a service provider that is selected by the Organiser;
- Visibility (e.g. posts on social media, involvement in webinar-type events);
- Networking (e.g. access to a network of professional partners who can help to develop the Project).

The value of this prize is estimated at around €30,000 excluding taxes.

Prize for Winner no. 2:

- Ten (10) workshop half-days with the Organiser's design department in order to develop a prototype based on this Winner's Project;
- Development of a specific, bespoke ASCA® Module by the Organiser to enable said Module to be incorporated into the Project's solution;
- One (1) photo shoot of the Project to be carried out by a professional photographer selected by the Organiser (between 5 and 10 photos);
- One (1) day of strategic coaching on the fundamental principles needed to establish an effective strategy or, at the Winner's choice, one (1) day of marketing coaching concerning the fundamental principles for successful communication; this service may be provided by a service provider that is selected by the Organiser;
- Visibility (e.g. posts on social media, involvement in webinar-type events);
- Networking (e.g. access to a network of professional partners who can help to develop the Project).

The value of this prize is estimated at around €20,000 excluding taxes.

Prize for Winner no. 3:

- Development of a specific, bespoke ASCA® Module by the Organiser to enable said Module to be incorporated into the Project's solution;
- One (1) photo shoot of the Project to be carried out by a professional photographer selected by the Organiser (between 5 and 10 photos);
- One (1) day of marketing coaching concerning the fundamental principles for successful communication; this service may be provided by a service provider that is selected by the Organiser;
- Visibility (e.g. posts on social media, involvement in webinar-type events);
- Networking (e.g. access to a network of professional partners who can help to develop the Project).

The value of this prize is estimated at around €10,000 excluding taxes.

ARTICLE 5 - Selection of the Winners by the Jury

Within two (2) months of the Entry Period ending, the Jury will assess the entry files that comply with the conditions of the Rules, following verification by the Organiser, in order to select three (3) winning Entrants for the Organiser that best meet the selection criteria set forth below (hereinafter referred to as the "**Winner(s)**"):

- The innovative nature of the Project: originality, creativity, technical quality, research work, etc.;
- Benefits of the Project: the Project must provide value-added for users and constitute a good or a service with high value-added that makes life easier for users, etc.;
- Potential market: benefit from a favourable competitive landscape in the business sectors targeted and a significant potential volume of sales; industrial feasibility, etc.;
- Economic viability;
- Impact on the company and the environment.

The Jury Members will be listed on the Competition Website and may change at the sole discretion of the Organiser. The Jury's decision will be discretionary and final. The Jury's assessments and decisions are confidential, do not have to be substantiated and will be announced with no possibility of appeal. Consequently, all Entrants expressly acknowledge that no appeals can be lodged against the Jury's decisions.

If the entry files do not meet the validity conditions stated in the Rules or the selection criteria, the Jury can decide to select fewer Winners or not select any Winners.

Each of its Members undertakes not to assess an entry file from an Entrant who is known to that Member, in order to ensure the Jury's impartiality, and to maintain the confidentiality of any information that is labelled as such by an Entrant in his/her/its entry file.

As the prizes are non-transferable, each Winner selected by the Jury will be contacted by the Organiser, by email, within two (2) months of the Entry Period ending in order to confirm the Winner's identity and agreement to accept the prize concerned. To this end:

- All Winners who confirm, within five (5) business days (excluding French public holidays) of the date on which said email is sent, that they wish to receive their prize, will then be announced on the Competition Website. Said announcement of the Winners on the Competition Website will normally be made within two (2) months of the Entry Period ending.
- Any Winners who do not reply or who confirm, within five (5) business days (excluding French public holidays) of the date on which said email is sent, that they do not wish to receive their prize will then be deemed to have refused their prize. Said prize may then, at the Organiser's discretion, be awarded to a new Winner that the Jury will select, or be withheld by the Organiser.

The Organiser cannot be held liable due to a Winner not receiving or failing to read said email.

No information will be provided to Entrants who are not selected as Winners.

However, the Organiser reserves the possibility, on an exceptional basis, of awarding prizes other than those described in Article 4, on an *ad hoc* basis, to other Entrants who, subject to compliance with the terms of the Rules, will then be deemed Winners.

ARTICLE 6 - Fulfilment of the prizes

The prizes will be fulfilled by performing the services of which they are comprised (cf. Article 4) within twenty-four (24) months of the date on which the Winners are announced on the Competition Website. The Organiser reserves the choice of dates for the performance of said services, while taking into account, to the extent possible, any organisational constraints notified by the Winners.

As the performance of the services is subject to the prior signature of a confidentiality agreement between the Organiser and the Winners, each Winner accepts and acknowledges that, in entering the Competition, any information that the Winner receives shall remain confidential for a minimum period of five (5) years and undertakes to keep said information secret, without being able to disclose it to any person or entity without the Organiser's prior authorisation.

The Winner of a prize must comply with the conditions of use for that prize. The Winners acknowledge and accept that the performance of the services for their prizes are solely a best-efforts obligation for the Organiser.

The prizes cannot give rise to any disputes or objections of any kind by the Winners. Moreover, each Winner undertakes to accept the prize, with no possibility of changing the service, quantity, destination or purpose, or of exchanging the prize, in particular for financial consideration, or other goods or services of any kind whatsoever, and no possibility of transferring or assigning (free of charge or for consideration) the benefit of said prize to a third party.

The Organiser reserves the right, at any time, in particular if an event beyond its control arises or that has the characteristics of force majeure (as identified in Article 9 below, in particular) or that is linked, for example, to its suppliers or to unforeseeable circumstances, or in the event that the available stocks have been depleted, that all or part of the a prize or prizes are unavailable, to replace or modify all or part of the prizes announced with a prize of an equivalent type and/or value. The Winner shall be notified of any changes, with no possibility of appeal.

ARTICLE 7 - Intellectual property and communication

The Entrants shall hold and warrant that they hold, directly or indirectly (e.g. under a licence or via any other means) all the proprietary rights (e.g. intellectual, industrial or artistic rights) to their Project and to the information that is provided in their entry file. Entrants must also undertake to use elements for their Project that are free of copyright and not to infringe upon third-party rights.

Within this framework, Entrants shall take personal responsibility for any objections or claims by third parties in this regard (e.g. a Project that reproduces a third party's protected product) and shall indemnify and hold harmless the Organiser and Jury Members of any consequences of this.

Without prejudice to the provisions below, Entrants expressly acknowledge that no rights concerning the Organiser's intellectual property elements (e.g. trademarks, patents, designs, models, prototypes, plans, standards, mock-ups, formulae, etc.) will be transferred to them in connection with their entry to the Competition.

Moreover, the Organiser expressly acknowledges that no rights concerning an Entrant's intellectual property elements (e.g. trademarks, patents, designs, models, prototypes, plans, standards, mock-ups, formulae, etc.) for the Project and the information provided in the entry file will be transferred to the Organiser in connection with the entry to the Competition, with the exception of the sole right for the Organiser and the Jury Members to use them for communication purposes in connection with the Competition and selecting the Winners.

The Entrants undertake not to assign their rights to their Project during the Competition Period, until the date on which the Winners are announced on the Competition Website.

Within twenty-four (24) months of the date on which the Winners are announced on the Competition Website:

- If the Winner is interested in commercialising his/her/its Project, the Winner hereby undertakes to propose in priority to the Organiser to participate in said commercialisation and, in any event, to use solely the Organiser's ASCA® Modules to implement his/her/its Project, in accordance with terms that will be determined by mutual agreement, irrespective of whether or not the Organiser is involved in the commercialisation of the Project.
- If a Winner receives any requests for assignment or licensing of rights for all or part of the Winner's Project and/or is contemplating such an assignment or licensing, the Winner undertakes to notify the Organiser beforehand in writing. The Organiser shall then benefit from a priority right to said Project under the same conditions as those proposed for the third party. The Organiser may exercise said right within three (3) months of receipt of the aforementioned notice. Absent exercise of said right, the Winner shall be free to assign or license any right to the Winner's Project, to the third party concerned.
- If the Organiser is interested in commercialising the Winner's Project, but the Winner does not wish to commercialise said Project, the Winner undertakes to assign to the Organiser, on an exclusive basis for all countries in the world and for the statutory term of protection of the intellectual property rights, the commercial exploitation rights for the Winner's Project (including, in particular, the reproduction, adaptation, public display, circulation, publication, use, exploitation, distribution and commercialisation rights for the Project, etc.). The Organiser and the Winner will have to agree together on specific terms in an assignment agreement that

reiterates and details the preceding terms, for which the assignment financial consideration will have to be agreed mutually, with reasonable terms and conditions in relation to the state of the market.

Simply by entering the Competition and in accordance with Article 8, each Entrant and each Winner accept and authorise the Organiser and its affiliate companies concerned:

- To record, store, save, produce, display publicly, reproduce, distribute, communicate, publish, use, adapt, modify, arrange and exploit freely, directly or indirectly and with no limitation in terms of number, the Entrant's likeness, voice, first name, surname and non-confidential information concerning the Project (e.g. the name of the Project, the trademarks or models registered in connection with the Project, the main characteristics of the Project, etc.),
- All of which is for the purposes of communicating to the public in connection with the Competition and promoting the Entrants and the Winners, at the very least for a minimum period of five (5) years as from the start date of the Competition, for all countries in the world, on all media, whether known or unknown, now existing or in the future arising (e.g., videography, photography, press articles or releases, etc.) and by any means of communication, whether known or unknown, now existing or in the future arising (e.g. websites, the Competition Website, social media, exhibitions, audiovisual media, audio media and graphic media, printed and digital media, etc.), free of charge (without this granting the Entrant and the Winner remuneration, a right or a benefit of any kind other than the award of his/her/its prize for the Winner).

The trademarks, labels, photos, videos, domain names and product names that are quoted in connection with the Competition shall remain the property of their proprietors or rights holders. The videos, photos and illustrations on the Competition Website are not contractual in nature.

ARTICLE 8 - Protection of personal data

In submitting his/her/its entry file on the Competition Website, each Entrant accepts that the personal data listed in Article 3 above will be processed by the Organiser for the purposes of (i) organising the Competition, (ii) promoting the Entrants, (iii) selecting and promoting the Winners and awarding their prizes, and (iv) managing relations with prospective clients and clients.

Said data is collected by the Organiser, in its capacity of controller, under the stipulated conditions of lawful processing (Entrant's consent). Where necessary for the purposes listed above, said data is intended for the persons who need to know it, such as the Jury Members and the persons in the marketing and sales, administrative, logistics and IT departments of the Organiser or of the affiliated companies concerned. Moreover, in order to award the prizes to the Winners, the Organiser may have to transfer said data to its affiliated companies or its service providers where necessary. It shall be retained for the maximum duration required by the regulations in force.

In accordance with the most recent version of the French Data Protection Act, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Entrants may exercise their right of access, rectification and erasure concerning their personal data, as well as the right to restrict processing, the right to data portability and the right of objection, and the right to withdraw their consent, by contacting the Organiser at the following address: ARMOR Solar Power Films SAS, For the attention of the DPO, 20 rue de Chevreur, CS 90508, 44105 Nantes Cedex 4, France. In connection with such a request, the Organiser will inform the Entrant of the steps taken as soon as possible, within one (1) month of receipt thereof. If a request is complex, the Organiser will inform the Entrant that this time-limit may be extended by two (2) months. Absent a satisfactory response from the Organiser, the Entrant will also have the right to file a claim with the supervisory authority.

ARTICLE 9 - Liability

Each Entrant acknowledges and accepts that the Organiser cannot be held liable (i) for the consequences of any incomplete or inaccurate information that was provided to the Entrant or (ii) for any direct or indirect damage or loss suffered in connection with the Competition or with the performance of the prize-related services.

The Organiser cannot be held liable in respect of the organisation of the Competition, and no action may be taken against it should events occur (i) that are beyond its control, in particular, delays, losses, thefts, damage and failure to deliver letters, emails and/or prizes, illegibility of labels caused by the post office and failure to deliver prizes, IT problems, administrative or government decisions, epidemics, pandemics, and/or (ii) that have the characteristics of force majeure (e.g. strikes, adverse weather conditions, war, etc.) that deny the Entrants, partially or completely, the possibility of entering the Competition and/or any Winner of the benefit of that Winner's prize. In these cases,

the Organiser cannot incur any liability in the event that it has to cancel, curtail, modify, extend or postpone the Competition, or cancel any of the prize-related services.

Each Entrant acknowledges and accepts that the Organiser and its affiliate companies concerned cannot be held liable for any difficulty or incident associated with the use of a prize-related good and/or of prize-related service by the Entrant and/or of goods or services received from the Organiser or from one of the Organiser's service providers. In the latter case, the Organiser recommends that the Winner contact the service provider concerned directly.

ARTICLE 10 - Competition Rules

In entering the Competition, Entrants acknowledge that they accept, with no restrictions or reservations, the Rules, the decisions concerning the Competition that are made by the Jury and the Organiser, as well as French law and all other standards that are applicable on French territory.

Any failure to comply with one of the clauses contained in the Rules or any breach or attempted breach of the Rules by an Entrant may trigger, at the Organiser's discretion and without the Organiser having to provide an explanation, (i) the automatic annulment of the Entrant's entry to the Competition, (ii) the cancellation, where applicable, of the award of the prize, and (iii) legal action before the relevant courts in order to claim additional damages, as the case may be.

The French- and English-language versions of these Rules have been placed on record in the Offices of the Firm of Bailiffs SCP Jorand Gobert Richard Van Gorkum, 10 bis rue Sarrazin, 44000 Nantes, France. In the event of a discrepancy between the French-language version of the Rules and the translation thereof, solely the Frenchlanguage shall be authentic and authoritative.

The Rules can be consulted in their entirety, free of charge, by any person who so requests (i) in said Offices, (ii) by browsing the Competition Website, (iii) by sending an email to contact@asca.com with the following subject line: "ASCA® Challenge 2020 Internet of Things", or (iv) by sending a letter to the following address: ARMOR Solar Power Films SAS, For the attention of the Marketing Department, ASCA® Challenge 2020 Internet of Things, 20 rue Chevreul, CS 90508, 44105 Nantes Cedex 4, France. The postage costs for said request can be reimbursed in euros by request, on the basis of a second class stamp.

No other reimbursement of expenses (e.g. internet connection fees) may be requested from the Organiser or its service providers by an Entrant.

Any additional expenses or costs incurred by Winners in order to be able to benefit from their prize and from the goods and/or services that are part of the prize shall be paid in full by the Winners, with no possibility of requesting any additional compensation from the Organiser, or from its affiliate companies concerned, or from the Jury or the service providers concerned. To this end, the prizes do not include the expenses that are not described and not stipulated in the Rules, such as, in particular, travel, transport, accommodation, meals, drinks, personal expenses, etc.

ARTICLE 11 - Applicable law and claims

These Rules are governed by French law.

In order to be taken into account, any claims concerning the Rules or the Competition must be sent on 31 January 2021 at 23:59 at the latest (French time) in writing to the following address: ARMOR Solar Power Films SAS, For the attention of the Marketing Department, ASCA® Challenge 2020 Internet of Things, 20 rue Chevreul, CS 90508, 44105 Nantes Cedex 4, France.

In the event of a persistent disagreement over the application or interpretation of the Rules, which is not resolved amicably within a timeframe of fifteen (15) days as from the date of receipt of the claim by the Organiser, all disputes shall be brought before the relevant court in Nantes, on which exclusive jurisdiction is conferred.