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## I. INTRODUCTORY PROVISIONS

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**1.1.** These General Terms and Conditions for the Purchase of Goods (hereinafter referred to as the "**GTC**") are issued by ELTON hodinářská, a.s., seated at Náchodská 2105, 549 01 Nové Město nad Metují, company ID number: 259 31 474, registered in the Commercial Register of the Regional Court in Hradec Králové, Section B, Insert 2007 (hereinafter referred to as "**ELTON hodinářská**"), regulate the rights and obligations of ELTON hodinářská as the Buyer on the one hand and the Seller on the other, and form an integral part of orders as their annex (hereinafter referred to as "**Orders**"). Unless expressly stated otherwise in the Order, the provisions of these GTC shall apply. The Seller confirms their acceptance of the Order to ELTON hodinářská without undue delay, but within 4 working days at the latest. A purchase contract is entered into at the moment when the Seller confirms the Order placed by ELTON hodinářská (hereinafter referred to as the "**Contract**").

**1.2.** For the avoidance of doubt, any terms and conditions proposed by the Seller that differ from these GTC and that were attached to the Order will not apply unless agreed otherwise between the Seller and Buyer.

**1.3.** For the purposes of these GTC, the Seller and Buyer are hereinafter jointly referred to as the "**Parties**" and each of them separately as a "**Party**".

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## II. PRICE AND MATURITY

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**2.1.** The price will be paid in a cashless manner to the Seller's bank account stated in the Contract, on the basis of tax documents issued by the Seller and delivered to the Buyer. The Seller may issue the invoice only after due delivery of the goods to the Buyer. Maturity is 45 days, and the payment period begins upon delivery of the invoice to the Buyer, unless set out otherwise in the Contract. If the Buyer pays the invoice within 25 days from the day of the invoice's delivery to the Buyer, the Buyer is entitled to an early payment discount amounting to 2% of the value of such invoice paid early.

**2.2.** For the avoidance of doubt, the Seller and Buyer declare that the agreed price is the final amount, including any shipping, packaging, and other costs incurred by the Seller. The price does not include VAT. VAT will be added to the price under the applicable regulations at the rate in effect on the date of taxable performance.

**2.3.** Tax documents issued by the Seller must have all the essential elements of a tax document in accordance with the applicable legal regulations in effect in the territory of the Czech Republic, and must contain at least the details stated below:

- addresses of the seats of the Seller and Buyer;
- number of the Seller's bank account;
- date of issue of the invoice, and the maturity of the invoiced amount (i.e. the purchase price);
- number of the order, and number of the delivery note;
- precise identification of the goods whose purchase price is invoiced (where it exists, include the "item number" + drawing number and change index, in accordance with the respective Order) and the number of pieces of the particular goods that were delivered.

**2.4.** If a complaint procedure is begun and/or rights in relation to defective performance are exercised prior to the due date of the respective invoice, the Buyer will return the invoice to rectify details concerning the goods subject to complaint and/or the goods in respect of which rights in relation to defective performance have been exercised (in such case, the Seller's invoice will only state the price of the goods free of defects; the goods subject to complaint and/or the goods in respect of which rights in relation to defective performance were exercised will be invoiced by the Seller, as the case may be, after completion of the complaint procedure and/or exercise of rights in relation to defective performance).

**2.5.** If an issued tax document does not comply with the Contract, the Buyer may return it to the Seller within 15 days from the day of delivery to the Buyer in order to rectify the tax document, without the Buyer's payment of the price being deemed late as a consequence. The period for payment of the amount stated in the tax document is renewed, and shall begin upon delivery of the rectified tax document to the Buyer.

**2.6.** If the Buyer's payment of the purchase price is delayed, the Seller may require the Buyer to pay default interest in the amount of 0.01% of the outstanding sum for each day of delay.

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## III. DELIVERY OF GOODS

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**3.1.** The Seller is obliged to deliver to the Buyer in a due and timely manner, on the day or within the period set out in the Contract.

**3.2.** The place of delivery of the goods is the Buyer's premises that serve for the receipt of goods, and carriage costs will be agreed in each Order on a case-by-case basis. For each delivery of goods, the Seller is obliged to provide a delivery note stating, among other things, the order number, specification of the goods (including the item number from the Buyer's order), and the delivered quantity. The moment at which ownership passes to the Buyer is the point at which they take over the goods.

**3.3.** When the delivered goods are being taken over by the Buyer, whether the goods comply with the drawing and agreed specifications needs to be verified. Takeover may be carried out to the full extent according to the valid technical documentation.

**3.4.** The Buyer may refuse to take over any goods that have defects and/or are unfinished, and/or have not been delivered in the required quality.

**3.5.** If goods are delivered by the Seller prior to the agreed delivery date, the Buyer may refuse to take over such goods. Early performance is only possible with the Buyer's consent. In any case, all legal consequences are based on the agreed date (payment period, warranty, passage of risk, storage, etc.).

**3.6.** If the Seller fails to deliver goods within the delivery period, the Buyer has a right to require the Seller to pay a contractual fine in the amount of 0.05% of the purchase price of the undelivered goods for each working day, or fraction thereof, of delay. Payment of the contractual fine is without prejudice to the Buyer's right to compensation for damage. Therefore, the Parties exclude the application of Section 2050 of Act No. 89/2012 Coll., the Civil Code,

as amended (hereinafter referred to as the "Civil Code" or "CC").

**3.7.** If the Buyer takes over goods that were delivered late by the Seller, the Buyer will still enjoy all entitlements related to the delay on the Seller's part, including the entitlement to full compensation for damage and loss of profit.

**3.8.** If the Buyer requires the Seller to pay a contractual fine, the Seller is obliged to pay such fine even after delivery of the goods. Invoices for contractual fines are due 14 days after their issue.

**3.9.** The Seller is obliged to inform the Buyer beforehand in writing about all circumstances that could affect the due and timely fulfilment of the Seller's obligation set out in the Contract, and about any related consequences, as well as the fact that the Seller will not be able to secure delivery of the ordered goods. The Seller is obliged to provide such information to the Buyer without undue delay, but no later than 3 days after the moment when the Seller became aware of such obstacle. The Buyer has the right to check the fulfilment of the Contract on a continuous basis and the Seller is obliged to prove to the Buyer, when requested by the Buyer, that the Seller is able to comply with the obligations agreed in the Contract.

**3.10.** If, no less than 10 days prior to the Contract performance date, the Buyer notifies the Seller in writing that the Buyer is postponing the performance date, the Buyer may unilaterally postpone the agreed performance date, but by no more than 90 days, without the Seller being entitled to charge any costs incurred by the Seller as a consequence of such postponement.

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## IV. PACKAGING

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**4.1.** The Seller is obliged to pack the goods in an appropriate manner, i.e. in a manner suitable for the type of goods and shipping method, in order to prevent damage of the goods.

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## V. PASSAGE OF RIGHTS AND RISK OF DAMAGE

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**5.1.** The ownership right over the goods and the risk of damage to the goods pass to the Buyer at the moment of takeover of the goods.

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## VI. QUALITY OF THE GOODS

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**6.1.** The Seller undertakes to deliver goods in accordance with the drawing documentation of the goods (if it exists).

**6.2.** If ISO quality systems exist for the delivered goods, the Seller undertakes to obtain such ISO quality system certifications and to maintain them for the entire term of this Contract.

**6.3.** If the Seller does not have sufficient information about the purpose for which the goods are to be used by the Buyer, the Seller is obliged to request the Buyer in a timely manner to provide the required information about such purpose.

**6.4.** For the purposes of this section, required information shall also mean drawings and other technical documentation to which the Contract refers or which forms an annex to the Contract.

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## VII. SELLER'S WARRANTY, EXERCISE OF RIGHTS IN RELATION TO DEFECTIVE PERFORMANCE

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**7.1.** The Seller gives the Buyer a warranty lasting 24 months from the takeover of goods. The Seller guarantees to the Buyer that the goods handed over under the Contract will retain for such period the properties required for the purpose for which the goods are to be used by the Buyer.

**7.2.** If any defects of the goods are detected, the Buyer has, in addition to the rights under the Civil Code, the right to demand that delivered goods are resorted in the Buyer's plant by the Seller, or that all goods are returned to the Seller, at the Seller's expense, to be resorted. The Buyer also has the same rights in respect of any remaining part of the delivery, if a part of the delivery has already been processed.

**7.3.** The Seller acknowledges that some defects of the goods might not be detected until the goods have been used, or delivered to a customer of the Buyer, whereas such defects are deemed to be hidden defects.

**7.4.** When detecting any defects of the goods, the Buyer may exercise, at its own discretion, the right to:

- reject the goods, and return them to the Seller at the Seller's expense;

or

- have the goods repaired, if possible, by the Seller's workers on the Buyer's premises; or

- have the goods repaired by the Buyer's workers at the Seller's expense, if possible, subject to the prior written consent of the Seller. If the Buyer does not receive the Seller's consent within 3 working days, the Buyer will carry out the repair without such consent at the Seller's expense.

**7.5.** Whenever any defects of goods are detected, the choice of rights in relation to defective performance belongs solely to the Buyer in accordance with Sections 2106 and 2107 of the CC. The Seller may not make a choice concerning a right in relation to defective performance without the written consent of the Buyer.

**7.6.** If there are technical discrepancies or a complaint is rejected, representatives of the Seller will arrive, at the request of the Buyer's workers carrying out the initial technical inspection, to mutually clarify the technical discrepancies or take over the goods that are subject to complaint.

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## VIII. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

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**8.1.** The Seller is liable for ensuring that the goods, as a whole as well as their components and parts, do not infringe any copyrights or the industrial rights or any other similar rights of third parties.

**8.2.** Under the purchase contract, no license to use is granted and no right to inventions, patents, industrial designs, utility designs, trademarks, business name, know-how, copyright or any other forms of industrial or intellectual property is transferred in any manner.

**8.3.** If goods are manufactured according to the Buyer's technical documentation that the Buyer provided to the Seller for this purpose, or otherwise made it possible for the Seller to become familiarised with it, the Seller is not authorised to use such technical documentation to manufacture any goods for the Seller's own use or for any third party, or to deliver such goods to any third party.

**8.4.** The Seller is not allowed to apply for industrial-law protection for any technical solution contained in the Buyer's technical documentation, as stated in the preceding section, and is also not allowed to make it possible for any third party to do so.

**8.5.** The Seller is obliged to inform the Buyer in writing about the use of all and any of the Seller's patents, utility designs, and industrial designs for goods, and about any use of patents, utility designs, and industrial designs under a license. Neither its own industrial rights nor any industrial rights used under a license in respect of the goods may exclude or restrict the sale of the Buyer's final products.

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## IX. KNOW-HOW, TRADE SECRET, SUBCONTRACTORS

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**9.1.** Within the scope of establishing their business relationship, the Parties wish to provide each other with information and data that are protected by the Parties from disclosure. The Seller may receive or has already received, or will gain or has already gained, access to certain confidential, secret and technical information and facts relating to the Buyer. The Parties are aware of the potential value of such information for the Seller or third parties, and the related risk for the Buyer in the event of any unauthorised disclosure or misuse of such information. Therefore, the Parties wish, beyond the scope of Section 1730 of the Civil Code, to define clear conditions under which certain information may be provided by the Buyer and obtained by the Seller.

**9.2. "Confidential Information"** shall mean all information concerning contractual arrangements, prices, raw materials, trading partners, suppliers, products, production processes, technologies, marketing and any other information, data, records, experience, and know-how that directly or indirectly relate to the manufacturing or business activities of the Buyer, including, without limitation, financial, technical, operational, business, personnel, legal, accounting, and other information about the Buyer that the Buyer provides to the Seller and the Seller's workers or authorised representatives.

**9.3. "Trade Secret"** shall mean, in accordance with Section 504 of the Civil Code, all information and facts regardless of the form and method of their communication or capture, especially all facts of a business, manufacturing, and technical nature that relate to the Buyer's business, that have real or at least potential material or non-material value, are not commonly available in the respective business communities, are to be kept secret according to the Buyer's will, and whose secrecy is secured by the Buyer in an adequate manner.

**9.4. "Personal Data"** shall mean, in accordance with Article 4(1) of 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, and repealing Directive 95/46/EC (General Data Protection Regulation), all information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**9.5. "Provided Data"** shall mean any information or data provided by the Buyer to the Seller that comply with the definition of Confidential Information and/or a Trade Secret and/or Personal Data under the preceding sections of this article of the Contract.

**9.6.** For the duration of the Contract as well as after its termination, the Seller undertakes:

- a) without the prior written consent of the Buyer, not to provide the Provided Data to any third party or otherwise disclose them or allow access to them, not to use them for its own benefit or the benefit of a third party, and not to misuse them to the Buyer's detriment;
- b) to handle the Provided Data with at least the same care with which the Seller handles its own Confidential Information, Business Secrets or Personal Data, but at least with due managerial care;
- c) to use, forward, or reproduce the Provided Data only to the necessary extent and solely for the purpose for which they were provided;
- d) to restrict access to the Provided Data only to those of its workers and authorised representatives who need to know them for the purpose of the business relationship, and to familiarise those workers and authorised representatives with their obligations arising from the Contract. If the confidentiality obligation or any other obligation of the Seller set out in this Contract is breached by any such workers and authorised representatives of the Seller, the Seller shall bear the same liability as if the obligation was breached by the Seller itself.

**9.7.** The Seller undertakes that it will, without undue delay but no later than 3 days from the day when such fact occurred, notify the Buyer in writing of any actual or impending breach of the confidentiality obligation by the Seller or by other persons to whom the Seller has disclosed the Provided Data, or whom the Seller allowed to access materials containing the Provided Data.

**9.8.** The Seller's obligation stated in section 9.6 above does not apply to such Provided Data concerning which it can be proved that they:

- a) are publicly known or publicly available, and have become publicly known or available otherwise than as a consequence of a breach of the Seller's obligation set out in this Contract; and/or
- b) must be disclosed by the Seller because of a duty set out by law or the order of a court or any competent public authority; in such case, the Seller will immediately notify the Buyer in writing, provided that such notification is feasible and legal, prior to disclosing such information or data, and will cooperate with the Buyer regarding the timing and content of such disclosure or publication; and/or

c) have become publicly known or available otherwise than due to a breach of the obligations set out in the Contract or the obligations of other parties to protect the Confidential Information, Trade Secrets, and Personal Data of the Buyer or its employees.

**9.9.** If the Seller breaches its confidentiality obligation, the Seller undertakes to pay the Buyer, at the Buyer's request, a contractual fine in the amount of CZK 500,000 (five hundred thousand Czech crowns). The contractual fine under this provision is not a flat-rate compensation for damage, thus the Parties exclude the application of Section 2050 of the Civil Code. The contractual fine is due within fifteen (15) days from the delivery of the Buyer's request to the Seller. The Parties consider the agreed amount of the contractual fine to be adequate with regard to the nature and significance of the Provided Data to the Buyer.

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## X. SELLER'S DECLARATION

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**10.1.** The Seller declares and confirms that:

- a) it has the right to enter into the Contract and fulfil its obligations arising from the Contract;
- b) it is qualified to fulfil all its obligations under the Contract, and the Seller's performance complies with all requirements set out in legal regulations in effect that apply to the performance, and that performance is provided in the highest available quality by qualified and experienced workers acting with due care;
- c) to enter into the Contract and fulfil its obligations arising from the Contract, the Seller needs no consent, exemption, approval, declaration or permission to be given by any third party or authority, or if required, they have already been obtained;
- d) entering into the Contract by the Seller is not (i) a breach of any obligation under legal regulations in effect in any legal system binding on the Seller, and/or (ii) a breach of any obligation under any contract to which the Seller is a party, and/or (iii) contrary to any requirement, decision, or preliminary injunction of any administrative authority or court, or arbitration award binding on the Seller;
- e) the Seller is not bankrupt or does not face imminent bankruptcy in accordance with Section 3 of Act No. 182/2006 Coll., Act on Bankruptcy and its Resolution. No (i) insolvency petition, or (ii) petition to order decision enforcement, or any similar petition has been filed against the Seller in the respective jurisdiction, or under Czech legal regulations formerly in effect and, to the best knowledge of the Seller, no such petition is imminent; to provide such information to the Buyer no later than three days after the day when such decision entered into force.
- f) no judicial, administrative, arbitration, criminal, or any other proceedings or hearings before any authority of any jurisdiction are taking place nor, to the best knowledge of the Seller, are imminent, that could, either by themselves or in combination with other circumstances, adversely affect the Seller's ability to fulfil its obligations under the Contract;
- g) the Seller maintains, in all material respects, the validity of licenses, intellectual property rights (trademarks, patents, utility

designs, and the like, in particular), consent, permits and other authorisations required by legal regulations applying to the provision of performance under the Contract, and any such license, consent, permit or authorisation is unlikely to cease to be valid, and the performance and its provision to the Buyer are not in conflict with any third party right concerning the patent, trademark, or any other protection of intellectual property, business name, or competition;

- h) while exercising professional care, the Seller is not aware of any obstacle relating to the performance or location, or environment of the Buyer that would make it impossible or difficult to provide the performance in the manner agreed under the Contract;
- i) the Contract constitutes a valid and legally binding obligation of the Seller that is enforceable against the Seller in accordance with the conditions of the Contract;
- j) the Seller duly fulfils its tax obligations and has no tax liabilities that could, either themselves or in combination with other circumstances, adversely affect the Seller's ability to fulfil its obligations under the Contract;
- k) the Seller is not an unreliable payer as defined in Act No. 235/2004 Coll., on Value Added Tax, and no proceedings are being conducted against the Seller to declare the Seller an unreliable payer. If such proceedings are initiated, the Seller is obliged to inform the Buyer about such fact no later than three days after the day when the Seller becomes aware of such proceedings. The Seller is also obliged to inform the Buyer without delay that any decision that the Seller is an unreliable payer has been issued, and the Seller is obliged to;
- l) the Seller is not aware of any fact, circumstance, or event that would or could result in the absolute or relative invalidity of the Contract.

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## XI. DISPUTES, GOVERNING LAW

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**11.1** This Contract, and all rights and obligations of the Parties arising from the Contract, are governed by the law of the Czech Republic.

**11.2** The Parties agree that any disputes arising from or in relation to the Contract that cannot be settled amicably will be resolved by the Municipal Court in Prague.

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## XII. CONTRACT TERMINATION

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**12.1.** If any the delivery of any goods by the Seller is delayed, the Buyer may withdraw from the Contract, even if only a part of the Seller's obligation is delayed. A withdrawal notice will always be delivered to the Seller in writing to the address of the Seller's seat or branch stated by the Seller in its business letters, headers, or stamps. Upon withdrawal from the Contract the Buyer does not cease to be entitled to compensation for incurred damage or to any contractual fine.

**12.2.** In the following cases the Buyer may terminate the Contract with immediate effect or withdraw from the Contract with *ex tunc* effects, depending on the Buyer's choice:

- a) the Seller has ceased to deliver goods to the Buyer;
- b) insolvency or similar proceedings have been initiated against the Seller;
- c) the Seller has entered into liquidation;
- d) the Seller has ceased to pursue one of its activities without which the goods delivery is impossible;
- e) the Seller has failed to deliver goods in a due manner;
- f) the Seller's delivery of goods is delayed over 14 calendar days;
- g) no less than 5% of a delivery of goods delivered under the Contract are defective goods.

**12.3.** If a force majeure event occurs on the Seller's part and as a consequence of such event the Seller is unable to fulfil its obligations under the Contract in the manner and in the periods set out by the Contract for more than 1 month, the Buyer may withdraw from the Contract. Force majeure events are events such as an earthquake, war or extensive fires or floods. Events such as strikes, shutdowns, a shortage of labour force or materials, insolvency, or delays of the Seller's subcontractors cannot be regarded as force majeure events.

**12.4.** Upon withdrawal, an obligation established by the Contract is cancelled. If performance under the Contract has already been partially provided, the Buyer may withdraw from the Contract either to its full extent or only in respect of the performance part not yet provided, depending on the Buyer's choice.

**12.5.** The Parties will settle their mutual rights and obligations in relation to withdrawal from the Contract in accordance with the Civil Code.

**12.6.** The Buyer may also withdraw from the Contract at any time prior to the delivery of goods by the Seller to the Buyer, even if none of the situations stated in sections above occurs. In such case the Buyer is obliged to pay the Seller a provable amount equal to the difference between the costs efficiently incurred by the Seller prior to the Buyer's withdrawal from the Contract for the purpose of manufacture, carriage, and handover of the goods to the Buyer, and the value of the already manufactured goods or their parts that the Seller is able to economically use, including for further sale, but only up to an amount not exceeding the maximum amount of the purchase price agreed in the Contract. The Seller is obliged to calculate, justify, and prove to the Buyer such incurred costs.

**12.7.** A withdrawal notice must have a written form and must be delivered to the other Party. Withdrawal from the Contract is without prejudice to the right to compensation for damage incurred due to a breach of Contract, the right to contractual fines agreed in this Contract, the provisions on know-how set out in article IX. above, and the provisions on choice of law and settlement of disputes set out in article XI. above.

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## XIII. COMPENSATION FOR DAMAGE

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**13.1.** If any of the Parties causes damage to the other Party by a breach of its obligation arising from this Contract or the applicable legislation, such Party will be obliged to compensate the other Party for the damage and loss of profit incurred. Compensation for damage is governed by general legislation, especially the Civil Code.

**13.2.** The Parties undertake to make maximum efforts to prevent damage and minimise incurred damage.

**13.3.** Neither of the Parties is liable for any damage and delays caused by the delayed fulfilment of the obligations of the other Party.

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## XIV. FINAL PROVISIONS

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**14.1.** For the avoidance of doubt, the Parties expressly declare and confirm that they are entrepreneurs, that they enter into the Contract within the scope of their business, and that they regard the Contract as an aleatory contract, so the provisions of the New Civil Code on a change of circumstances (Sections 1764 to 1766), abnormal harm (Sections 1793 to 1795), and usury (Section 1796) do not apply to the obligations arising from the Contract. The Parties also agree that the provisions of Sections 557, 1799, and 1800 of the New Civil Code will not apply.

**14.2.** The Parties expressly agree that the application of business practice is excluded in the contractual relationship established by the Contract.

**14.3.** The Parties expressly agree that the existence of any extraordinary, unforeseeable, and insurmountable obstacles that make it possible for the wrongdoer to relieve itself of its obligation to compensate any damage caused shall not affect the obligation to pay a contractual fine under the Contract.

**14.4.** These GTC come into effect for the Seller on the same day when the Contract comes into effect. If the Contract ceases to be effective, the GTC will cease to have any effect on the same day. The provision of section 12.7 is not affected thereby.

**14.5.** The Parties will communicate with each other in matters arising from this Contract in writing, by fax or electronically (by e-mail without using an advanced electronic signature). This form can only be used for communications such as goods dispatch notifications, complaints about goods defects, calls to reimburse the costs of repairing goods, and the like.

**14.6.** The Contract may only be altered and amended by means of written, consecutively numbered amendments signed by both Parties. This shall also apply to a waiver of written form.

**14.7.** The Contract and GTC are governed by the Czech laws, especially the New Civil Code, with exclusion of conflict-of-law rules.

**14.8.** The Buyer enters into the Contract for the purpose of the delivery of goods that the Buyer needs in order to fulfil its obligation to deliver goods or perform work for its customers. As a consequence of the Seller's failure to comply with the date for the handover of goods, or as a consequence of the defects of goods delivered by the Seller, or as a consequence of the breaches of other of the Seller's obligations arising from the Contract, the Buyer may incur damage in an amount that is an order of magnitude higher than the purchase price agreed in this Contract, either as a consequence of the withdrawal of a customer from a contract made with the Buyer, or as a consequence of the exercise of a right to a contractual fine for delayed handover or for defects of goods delivered by the Buyer to its customers, etc. The Seller shall take note of this information provided by the Buyer.

**14.9.** If any provision of the Contract or GTC becomes or is found to be invalid, unenforceable, or ineffective, such invalidity, unenforceability, or ineffectiveness shall not affect the other provisions of the Contract and GTC. The Parties undertake to replace, within fifteen (15) working days from the delivery of a call from either of the Parties, an invalid, unenforceable, or ineffective provision with a valid, enforceable, and effective one with an identical or similar business and legal meaning, or to enter into a new Contract.

These GTC come into effect on 1 January 2022.

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