

PURCHASE ORDER TERMS & CONDITIONS

These Purchase Order Terms & Conditions are an integral part of the Agreement between CURIA (as defined below) and Seller (as defined below) for the supply of goods, products, materials (“Goods”) and/or services (“Services”) to CURIA. The contracting parties to this Agreement are (a) Curia Global, Inc. or its affiliate as designated on the corresponding Purchase Order (“CURIA”), and (b) the vendor, contractor, or service provider designated on such Purchase Order (“Seller”).

1 **AGREEMENT AND ACCEPTANCE:** The entire agreement (the “Agreement”) between CURIA and the Seller consists of: (i) the terms on the purchase order referencing this document (the “Purchase Order”), (ii) these Purchase Order Terms and Conditions, and (iii) any plans, requirements or specifications provided by CURIA to Seller (“Specifications”). Seller’s acknowledgment of receipt of the Purchase Order or performance shall constitute acceptance of this Agreement. The Purchase Order expressly limits acceptance to its terms and conditions, and notification of rejection to any different or additional terms in any response to this Purchase Order from the Seller is hereby given.

2 **DELIVERY SCHEDULE; QUANTITIES:** Seller’s responsibility shall be to comply with the delivery schedule, but not to anticipate CURIA’s requirements. Any variation in the quantities specified in the Purchase Order shall not be accepted as compliance with the Purchase Order, except by prior written agreement of the parties. Goods shipped to CURIA prior to the delivery schedule in the Purchase Order, or in excess of the quantity ordered, may be returned to Seller at Seller’s expense and Services performed prior to the delivery schedule shall be at Seller’s risk without any obligation of payment on the part of CURIA.

3 **DELIVERY; DELAYS IN DELIVERY:** Time is of the essence, and the performance of Services and delivery of Goods shall be made strictly in accordance with the schedule set out in the Purchase Order. Any extension of time agreed to by CURIA with respect to Seller’s performance of Services or delivery of Goods shall relate only to the extension in question and shall not be deemed a waiver of CURIA’s rights to delivery on any agreed upon revised delivery date. If, for any reason, Seller fails to substantially comply with the Purchase Order schedule, CURIA, at its option, may either approve a revised schedule or may terminate the Purchase Order in accordance with Section 18. Seller shall promptly notify CURIA of any delays actual or anticipated delays to the Purchase Order schedule. In the event of any variation of the Purchase Order schedule without CURIA’s prior written consent, or failure to deliver Goods or perform Services in accordance with the Purchase Order, Seller shall be liable for all resulting losses/damages, including but not limited to, excess costs incurred in procuring the ordered Goods or Services from an alternative source and production losses. In addition, CURIA is entitled to recover from Seller two percent (2%) of the applicable Purchase Order cost for every day that the delivery of Goods or performance of Services is delayed more than five (5) days.

4 **TRANSPORTATION:** Goods shall be delivered DDP CURIA’s facility (Incoterms, 2020), unless otherwise specified in the Purchase Order. Goods shall be delivered in containers and bearing labels, if necessary, which conform to as applicable, national, state and local regulations for the packaging, labeling and transport of hazardous materials or the regulations of internationally recognized laws and standards for the packaging, labeling and transport of hazardous materials in effect at the time of shipment.

5 **LOWEST PREVAILING PRICE:** Seller agrees that its price for Goods and Services ordered hereby shall not be higher than its lowest prevailing price on the date hereof for the quantity ordered. In the event Seller offers a lower price for equivalent goods or services, CURIA shall receive the benefit of such reduced price.

6 **PACKAGING AND SHIPPING:** All Goods shall be prepared for shipment, packed to prevent damage or deterioration, shall comply with carrier tariffs, shall include a packing list and comply with all applicable import and export regulations. For Purchase Orders involving delivery of Goods on wooden pallets, the wooden pallets used for delivery must contain the ISPM15 certification stamp, failing which they may be returned at Seller’s sole cost and risk. No charges shall be paid by CURIA for preparation, packing and crating, unless separately stated in the Purchase Order.

7 **PAYMENT:** CURIA shall have the right to pay in accordance with Seller’s discount terms offered for early payment. If no discount is offered, CURIA shall pay in accordance with the terms indicated on the Purchase Order and only after acceptance of Goods or Services unless otherwise agreed. If no payment terms are listed on the Purchase Order, payment of undisputed amounts shall be due one hundred twenty (120) days from CURIA’s receipt of Seller’s invoice. Discount periods shall be computed from either the date of delivery of Goods or performance of Services plus five (5) business days allowance for inspection, or the date of receipt of correct invoices prepared in accordance with the terms of the Purchase Order, whichever date is later. This Section shall not be construed to limit CURIA’s rights of inspection and acceptance.

8 **WARRANTIES:** Seller represents and warrants that Seller shall comply with Section 21 of these Terms and Conditions at all times during the provision of Goods and/or Services to CURIA. Seller represents and warrants that all Goods (a) shall be merchantable and fit for the intended purpose(s), (b) shall conform with any Specifications and with applicable drawings, samples, or other descriptions given to Seller by CURIA, and (c) shall be free from defects in materials and workmanship, and (d) shall be free from defects in design except to the defect is inherent in Specifications provided by CURIA. Seller represents and warrants that all Services (x) shall be performed in a timely, workmanlike and professional manner, using materials that are free from defects, (y) shall be performed and completed in accordance with the Specifications and any delivery dates provided by CURIA, and (z) shall not conflict with, or be prohibited in any way by, any contract or statutory obligation to which Seller is bound. Seller expressly warrants and certifies that (i) Seller is not debarred under section 306 of the United States Food, Drug and Cosmetic Act (the “Act”) (-21 U.S.C. §§ 335a(a) or (b)) and (ii) Seller did not and will not use in any capacity the services of any person debarred under the Act or who has engaged in activities that could lead to being debarred. Should Seller become debarred under such Act or become aware of using in any capacity the services of any person debarred, Seller shall promptly notify CURIA and

shall amend the certification provided herein accordingly. The foregoing warranties do not constitute a waiver of any other rights of CURIA, express or implied. These warranties shall run to CURIA, its successors and assigns, its customers and the users of its products, and it shall survive acceptance, inspection and payment. Seller shall defend and indemnify CURIA and its affiliates and hold CURIA and its affiliates harmless from and against any and all liability, loss, damages, costs, claims and expenses that may be made against CURIA or its affiliates or that CURIA or its affiliates may incur, either directly or indirectly, by reason of or arising from the Seller's breach of any of the warranties provided in this Section 8.

9 INSPECTION: Payment for Goods and Services under the Purchase Order shall not constitute an acceptance thereof. All Goods and Services shall be received subject to CURIA's inspection to confirm that they conform to the terms of the Agreement. In addition to any other remedies it may have, CURIA has the following remedies for Goods or Services that do not conform to the terms of the Agreement. Upon rejection of Goods or Services, CURIA may at its sole option (i) return the Goods (if practicable) at Seller's risk and expense for prompt refund of previous payments or a prompt replacement with conforming Goods, (ii) halt the delivery of any additional Goods or performance of additional Services for prompt correction by Seller, (iii) require Seller to deliver additional quantities of the Goods in the event CURIA receives less than the amount ordered or to perform additional Services to correct non-conforming Services at Seller's sole risk and expense, or (iv) accept some or all of the Goods or Services subject to an equitable adjustment in price, and if applicable return non-conforming Goods to Seller at Seller's risk and expense. All corrective work will be performed at Seller's expense.

10 CHANGES: CURIA reserves the right to make changes in the Purchase Order including, without limitation, changes to the Specifications and delivery schedule ("Change Orders"). Seller agrees to perform in accordance with such Change Orders. If such Change Orders result in a decrease or increase in Seller's cost or in the time for performance, an equitable adjustment in the price or time for performance shall be agreed in writing between CURIA and Seller. Any claim for additional compensation hereunder must be asserted prior to performing under any Change Order, and not more than thirty (30) days after receipt of such Change Order. Failure of Seller to so assert its claim shall operate as a waiver.

11 RETURNS: Subject to the following conditions, CURIA shall have the right to return Goods to Seller for a refund of the price paid for such Goods. In order to exercise this right, CURIA must bear all costs of delivering the Goods back to their origin, the Goods must be returned prior to the expiration of their permitted age limit and the Goods must be in their original, unopened condition.

12 MATERIAL AND EQUIPMENT: Unless otherwise specified, Seller is to supply all material and equipment required to execute the Purchase Order. Unless otherwise agreed in writing, all specifications, drawings, technical information, data and/or patterns, tools, equipment, or material of every description furnished to Seller by CURIA, or specifically paid for, either partially or totally, by CURIA, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of CURIA. Such property, while in Seller's custody or control, shall be (i) held at Seller's risk, (ii) insured by Seller at Seller's expense, in an amount equal to such property's replacement cost, with losses payable to CURIA, and (iii) subject to removal upon CURIA's written request.

13 FEDERAL, STATE AND LOCAL TAXES: Unless otherwise indicated, the Purchase Order prices shall include any and all VAT, federal, state and local taxes applicable to the Goods or Services or any materials incorporated therein.

14 PATENTS, TRADEMARKS, INTELLECTUAL PROPERTY: Seller warrants that neither the Goods nor the use of the Goods by CURIA will infringe on any existing patent, trademark or copyright. Seller shall defend, indemnify and hold harmless CURIA, its employees, affiliates, directors, officers, agents and customers (collectively "Representatives") from and against any suit, claim or demand alleging patent, trademark or copyright infringement or misappropriation of any trade secret arising out of or in connection with, the Purchase Order. All royalties for patents or charges for the use of patents which may be involved in the performance of the Purchase Order shall be included in the cost of performance and shall be paid by Seller. Seller grants CURIA a fully paid-up, perpetual, non-exclusive, transferrable, sublicenseable license to Seller's intellectual property to the extent necessary to make, use and sell the Goods. To the extent any license to a third party's intellectual property is necessary for CURIA to make, use and sell the Goods, Seller shall obtain such license at its sole expense for CURIA's benefit.

15 INDEMNIFICATION: In addition to the indemnification obligations outlined in Sections 8, 14 24, and 28, Seller shall defend, indemnify and hold CURIA and its Representatives harmless from and against any and all third-party claims, damages, liabilities relating to (i) Seller's acts or omissions in connection with the Agreement, or (ii) injury or death of any person or damage to any property resulting from or caused by Seller or its Representatives in connection with the Agreement. CURIA or its Representatives may assume their own defense, or join in the defense of any action in which they are made a party, in which event the indemnities in the Agreement and the requirement to hold CURIA and/or its Representatives harmless shall extend to all of CURIA's and/or its Representatives' cost therein including attorneys' fees and litigation costs.

16 LIMITATION OF LIABILITY: IN NO EVENT SHALL CURIA BE LIABLE TO SELLER OR ITS REPRESENTATIVES FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER OR NOT CURIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17 ASSIGNMENT: Seller shall not assign the Purchase Order, this Agreement or any compensation due or to become due hereunder, without the prior written consent of CURIA. Any assignment or attempted assignment made without such consent of CURIA shall be void.

18 TERMINATION FOR CONVENIENCE: CURIA may, at any time and upon written notice, terminate the Purchase Order in whole or in part regardless of whether Seller is in default under this Agreement. Such written notice shall state the extent and the effective date of termination. Upon receipt of such notice, Seller shall take all necessary steps to mitigate any losses Seller

might incur on account of such termination. Upon such termination, CURIA's obligation to Seller shall be limited solely to payment for (a) Goods already delivered to and accepted by CURIA, (b) Services performed and accepted by CURIA and (c) with respect to Goods produced pursuant to Specifications unique to CURIA and not yet delivered to CURIA, reimbursement of the actual costs incurred by Seller in fulfillment of the Purchase Order to the extent that such costs are reasonable and are properly allocable under recognized under generally accepted accounting principles, excluding any lost or anticipated profits. The total payments CURIA is obligated to make under (c) shall not exceed the lesser of the actual costs incurred by Seller to fulfill the Purchase Order or fifty percent (50%) of the price which would have been paid, had the Purchase Order not been terminated. Seller shall comply with CURIA's instructions concerning Goods Seller already has furnished or partly furnished to CURIA. Notwithstanding anything to the contrary in this Agreement, in the event of termination of a Purchase Order prior to delivery in accordance with this Section, CURIA shall have no responsibility to pay for (i) finished goods in production or goods fabricated or procured by Seller for producing such goods when such goods were fabricated or procured by Seller unnecessarily in advance or in excess of CURIA's delivery schedule, (ii) items normally carried in inventory by Seller, as distinguished from goods specially made to CURIA's specifications, or (iii) Services that have not been performed. Termination by CURIA under this Section shall be without prejudice to any claims CURIA may have against Seller. The payment provided under this provision shall constitute CURIA's only liability in the event the Purchase Order is terminated as provided in this Section. The foregoing shall not apply to any termination by CURIA on account of Seller's default under any of the provisions of this Agreement.

19 **TERMINATION FOR DEFAULT:** Each of the following events shall constitute a default by Seller for purposes of this Agreement: (a) the insolvency of Seller, (b) any assignment for the benefit of creditors of Seller, (c) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Seller, (d) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Seller, (e) failure by Seller to comply with CURIA's reasonable instructions and Change Orders, (f) failure by Seller to comply with any of the provisions of the Purchase Order, (g) failure of the Goods to conform to Seller's warranties contained herein or other warranties made by Seller, (h) failure of Seller to make deliveries as scheduled, (i) proof that any representations by Seller were false when made, and (j) any actual or alleged violation of CURIA's Supplier Code of Conduct. In the event of any such default, CURIA, in addition to other rights it may have under applicable law or other terms of this Agreement, shall have the right (i) to refuse to accept further delivery of Goods or performance of Services, (ii) to return to Seller, at Seller's expense, any Goods already delivered and to recover all payments made therefore and for expenses incident thereto, (iii) to recover any advance payments to Seller for undelivered or returned Deliverables and/or for Services that have not been performed, and (iv) to purchase elsewhere and charge Seller with any additional costs resulting therefrom. CURIA's right to return Goods is not affected by any assignment by Seller or moneys due or to become due hereunder.

20 **WAIVER:** No delay or omission in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights, powers, elections and remedies of the parties hereunder are cumulative and in addition to those which the parties have at law or in equity. CURIA's failure to object to any provision contained in any communication from Seller shall not be deemed an acceptance of such provision or a waiver of any provision of this Agreement.

21 **COMPLIANCE WITH LAWS AND POLICIES:** Seller shall, in the performance of the Purchase Order, comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities, including with respect to Goods required to be manufactured according to Good Manufacturing Practices, the rules, regulations, directives and guidance documents of the U.S. Food and Drug Administration, the European Medicines Agency, and the International Council for Harmonization. Seller shall comply in all respects with CURIA's Supplier Code of Conduct. At CURIA's request on reasonable notice, Seller shall make its records and facilities available for audit by CURIA (or its designated representative) to enable CURIA to assess Seller's compliance with and performance under this Agreement.

22 **BRIBERY AND CORRUPT PRACTICES:** AMRI is committed to complying with all applicable anti-corruption laws, regulations and policies worldwide. AMRI expects its suppliers and service providers to comply with all such laws that prohibit the making, offering or promise of any payment or anything of value, directly or indirectly, to a government official or a government agency ("Officials"), when the payment is intended to influence an act or decision or the retention of business. Accordingly, Seller represents, agrees and warrants that it shall comply with all applicable anti-corruption laws, rules and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, and that it shall not make any payment of money, gifts, services or anything of value either directly or indirectly, to an Official, when the payment is intended to influence an act or decision or the retention of business.

23 **CONFIDENTIAL INFORMATION:** Seller shall not, without CURIA's prior written consent, disclose any information relative to the Purchase Order, or use such information except as may be necessary to fulfill its obligations under the Purchase Order. Seller, however, agrees that any knowledge or information which Seller shall have disclosed or may hereafter disclose to CURIA in connection with the purchase of the Deliverables covered by the Purchase Order, shall not, unless otherwise specifically agreed upon in writing by CURIA, be deemed to be confidential or proprietary information, and shall be acquired free from any restrictions (other than a claim for patent infringement) as part of the consideration for the Purchase Order.

24 **SANCTIONS, TRADE CONTROLS, & ANTI-MONEYLAUNDERING COMPLIANCE:** Seller represents and warrants that (i) neither Seller nor any of its officers, directors, or employees involved in the execution of this contract (including those participating in negotiations, meetings or acting as signatories of contractual documents) is: (a) a person or entity that appears on the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions List or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's Office of Foreign Assets and Control ("OFAC") or any other blocked, restricted,

sanctioned or denied parties list maintained by the U.S. government (including any department thereof) or any other government having jurisdiction over the transaction between the Seller and Curia or (b) a person, country, or entity with whom a U.S. person (as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 (the "OFAC Regulations")) or a person subject to the jurisdiction of the United States (as defined by the OFAC Regulations) is otherwise prohibited from dealing with under the OFAC Regulations (a "Sanctions Target"); (ii) Seller is not, directly or indirectly, 50% or more owned in the aggregate by one or more Sanctions Target(s), or controlled by, or under common control with, or acting for the benefit of or on behalf of, any Sanctions Target; (iii) Seller does not, and will not, source components, materials or services from any sanctioned country or region as identified by the U.S. Department of Treasury in violation of Sanctions laws, and will not use the services of, or procure any material or components from, any person who is a Sanctions Target (or directly or indirectly owned or controlled by Sanctions Targets) including as a bank or financial institution, shipping company/freight forwarder/vessel/courier, insurance provider or as any other intermediary or service provider in connection with the transaction between CURIA and the Seller; (iv) Seller has complied, and is in compliance, in all material respects, with all national and international applicable laws promulgated by any governmental authority applicable to the Seller with regard to the exportation of goods, technology or software, and has held, and currently holds, all necessary licenses with respect to the foregoing, and specifically, but without limitation of the foregoing, Seller has not exported or re-exported, and will not export or re-export any goods, technology or software in any manner in connection with the transaction with CURIA that violates any applicable national or international export control law, executive order, regulation, rule or sanction, including, but not limited to, the OFAC Regulations, the United States Export Administration Regulations, 15 C.F.R. Parts 730-774, the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., the Export Administration Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Iran Sanctions Act, the Comprehensive Iran Sanctions, Accountability, and Divestment Act, the Trade Sanctions Reform and Export Enhancement Act of 2000 or any OFAC sanctions program; (v) Seller is in compliance with all applicable U.S. and global anti-money laundering laws and regulations, and the financial transactions and/or financial institutions involved in the transaction with CURIA, were, and are, at all times, in full compliance with any special designations, rules or proposed rules promulgated pursuant to Section 311 of the USA Patriot Act. Seller shall irrevocably and unconditionally hold CURIA (including its employees, directors, representatives and affiliates) fully harmless from, and keep CURIA (including its employees, directors, representatives and affiliates) fully indemnified against all and any losses, damages, fines, penalties, costs and expenses whatsoever which it or they may suffer, arising or resulting from any breach or violation, caused by, or attributable to, Seller (including its employees, shareholders, affiliates, directors, officers, servants, agents, subcontractors and representatives) of any: (a) applicable sanction(s), export control or anti-money laundering laws of any jurisdiction to which the transaction is subject (including but not limited to, the United States); and (b) statements, representations and warranties contained hereinabove. Further, CURIA shall be entitled to terminate the Agreement or stop or withhold performance (including payments) hereunder, without any liability whatsoever, in the event of any breach of the statements, representations and warranties contained hereinabove or if such performance or continuation of the Agreement would, in CURIA's opinion, violate any applicable sanctions or trade control or anti-money laundering laws.

25 **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: It is CURIA's policy to ensure Equal Employment Opportunity by prohibiting discrimination in employment on account of race, religion, color, age, marital status, sex, sexual orientation, gender identity, national origin, veteran status or disability, and by promoting the spirit of equal opportunity throughout its organization. CURIA's policy also requires that the procurements awarded to certain suppliers must conform to the Equal Opportunity Requirements of US Government contracts and subcontracts from government prime contractors as noted below. To the extent applicable, Seller represents and warrants that it shall abide by the Affirmative Action and Equal Opportunity requirements including in particular the following regulations as set forth by the Executive Order 11246, as amended, Code of Federal Regulations 1.4, and Executive Order 13496, 29 CFR Part 741, Appendix A and 41CFR 60-300.5(a), which are incorporated herein by specific reference: (1) 41 CFR 60.1.4 (Equal Opportunity and Affirmative Action); (2) this contractor and subcontractor shall abide by the requirements of 41 CFR 60-742.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities; and (3) this contractor and subcontractor shall abide by the requirements of 41CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans; (4) 29 CFR Part 471 (Employee rights under the National Labor Relations Act).**

26 **INSURANCE:** Seller shall maintain adequate and appropriate insurance with respect to its obligations under this Agreement including, without limitation, comprehensive general liability insurance, statutory workers' compensation and employer's liability insurance, errors and omissions insurance and product liability insurance. Seller agrees that CURIA shall be named as an additional insured on such policies, and that each policy shall contain a waiver of subrogation in favor of CURIA. Such insurance shall be in such amounts and on such terms as may be the standard prevailing in Seller's industry at the time and shall in all cases be in amounts adequate and appropriate to cover its full obligations under this Agreement. Upon request, Seller shall provide certificates of insurance evidencing such coverage to CURIA.

27 **FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in such party's performance hereunder if such default or delay is caused by events beyond such party's reasonable control including, but not limited to, acts of God, regulation or law or other action or failure to act of any government or agency thereof, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances, epidemic, or failure of suppliers, public utilities or common carriers; provided however, that the party seeking relief hereunder shall immediately notify

the other party of such cause(s) beyond such party's reasonable control. In the event that Seller's ability to supply Goods subject to a Purchase Order is affected by an event described in this Section, CURIA shall have at its sole option, the right to exclusively buy all available Goods in stock or the right to be provided with no less a share of Goods than any other customer of Seller.

28 **LEGAL EXPENSES:** If any legal action is instituted by or against CURIA or its affiliates with respect to the Purchase Order, this Agreement or the underlying transaction, and should CURIA prevail in such legal action, Seller will indemnify CURIA and its affiliates for any and all legal expenses, including attorney's fees, incurred in said legal action.

29 **INDEPENDENT CONTRACTOR:** Seller and CURIA intend that an independent contractor relationship be created by this Agreement, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Seller and its employees and agents shall not be entitled to participate in, or receive, any benefit or right as an employee of CURIA. Seller shall not at any time represent its relationship with CURIA as anything other than that of an independent contractor.

30 **GOVERNING LAW; ARBITRATION:** This Agreement, and all actions, causes of action, or claims of any kind that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, shall be governed by, interpreted under, and construed in accordance with the laws of State of New York, without regard to the principles of conflicts of law; provided that if a court or arbitral tribunal of competent jurisdiction that is presiding over a dispute arising from or related to this Agreement rejects said choice of law, then this Agreement shall be governed by, interpreted and construed in accordance with the laws of the jurisdiction where Seller is incorporated or formed, with out regard to its principles of conflicts of law. All disputes arising from or related to this Agreement shall be submitted to arbitration in Albany, New York (or at a location agreed to by CURIA) under the Commercial Arbitration Rules then prevailing of the American Arbitration Association ("AAA") (if CURIA is incorporated or formed within the United States) or in London, United Kingdom (or at a location agreed to by Curia) under the then prevailing Rules of Arbitration of the London Court of International Arbitration ("LCIA") (if CURIA is incorporated or formed outside the United States). Judgment may be entered on any award in a court of competent jurisdiction. , and judgment on the award may be entered in a court of competent jurisdiction. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of the agreement to arbitrate, including but not limited to, any claim that all or part of the agreement to arbitrate is void or voidable for any reason. Unless the parties agree otherwise, the parties and the arbitrator shall treat the proceedings, any related discovery, and the decisions, as confidential, except in connection with judicial proceedings ancillary to the arbitration, such as a judicial challenge to, or enforcement of, an award, and unless otherwise required by law or to protect a legal right of a party. The arbitrator is empowered to impose reasonable limits on discovery, if any, and the time and manner for presenting evidence, with the goal of an efficient and economical arbitration process. The arbitrator must follow the rule of law in entering any award or relief in the arbitration.