

TERMS & CONDITIONS
Drug Discovery, Drug Development & Analytical Services

1. AGREEMENT AND ACCEPTANCE: These Terms and Conditions govern the performance of Services (as defined below) and sale of Deliverables (as defined below) by Curia (as defined below) to Customer (as defined below). These Terms and Conditions, along with the Curia form to which these Terms and Conditions are incorporated by reference, constitute a binding contract between Customer and Curia and are referred to herein as the “Agreement.” The terms and conditions of the performance of Services and sale of Deliverables are limited to those contained in this Agreement and any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By engaging Curia to perform Services and provide Deliverables, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Curia have entered into a separate Services Agreement, in which case the Services Agreement will govern over these Terms and Conditions. For purposes of this Agreement, any documentation, report, product, compound, process, material or good generated in the performance of Services and required to be provided to Customer as set forth in the Curia form to which these Terms and Conditions are incorporated by reference shall be referred to as a “Deliverable” or “Deliverables” and Curia’s performance of any services set forth in the Curia form to which these Terms and Conditions are incorporated by reference, including but not limited to, research and development services for biotechnology and pharmaceutical industries, antibody discovery and engineering, bioexpression, protein production and characterization, bioassay development, AAV and cell line generation, viral vector engineering, process development, and GMP manufacturing, synthetic and natural product chemical research and analysis, discovery biology, synthetic and medicinal chemistry, drug metabolism and pharmacokinetics (DMPK) and bioanalytical services for successful hit-to-lead-to-candidate selection, chemical process research and development via batch mode and continuous flow, manufacturing of non-cGMP and cGMP intermediates and clinical-stage active pharmaceutical ingredients, biotransformations, enzymatic reactions, preformulation/formulation and material science, cGMP analytical testing of small and large molecules, solid-state chemistry and particle engineering, container qualification and testing, packaging and distribution testing, medical device and drug delivery testing, extractables/leachables and impurities detection and microbiology, shall be generally referred to as “Services.” For purposes of this Agreement, “Curia” refers to Curia Global, Inc. and/or any of its direct or indirect subsidiaries who are performing Services and providing Deliverables hereunder, and “Customer” refers to the entity contracting for such Services and Deliverables.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

2. PERFORMANCE OF SERVICES: (I) Customer acknowledges and agrees that the Services, including without limitation, the manufacture of compounds prior to the establishment of a validated manufacturing process, are of an experimental nature, specific results are unable to be guaranteed, and until a manufacturing process is optimized and validated under cGMP conditions, there is no assurance that the results, specifications or yield of a given batch of material (collectively, “Specifications”) will be exactly as set forth in the Agreement. Customer is obligated to pay for, and Curia shall have no liability for, all Services even if the compound produced does not conform to Specifications, unless such failure to conform is caused by Curia’s gross negligence or willful misconduct. In the event of such a failure due to Curia’s gross negligence or willful misconduct, Curia shall have, in its sole discretion, the right to either re-perform the relevant Services at no further cost to Customer or to refund/credit to Customer the amount paid by Customer for such Services. The foregoing remedy shall be Customer’s sole and exclusive remedy for any failure of Services to conform to Specifications. (II) Curia’s standard quality practices will govern the performance of Services unless the parties have entered into a specific quality agreement, in which case that quality agreement will apply. If the parties have entered into a specific quality agreement for the performance of Services, the terms of this Agreement shall govern in the event of a conflict between the provisions hereof and any provision in the quality agreement, except to the extent that such provision relates to compliance with cGMP requirements and/or applicable regulatory laws and regulations, in which case the quality agreement’s provision shall govern.

3. DELIVERY; STORAGE: Title to and risk of loss of each tangible Deliverable shall transfer from Curia to Customer upon delivery of the Deliverable EXW Curia’s facility (Incoterms 2020) (“Delivery”). For manufactured batch materials, evidence of Delivery will be through the issuance of the completed certificate of analysis to Customer. Customer is responsible for transportation of the Deliverable to Customer’s final destination, at the sole risk and expense of Customer. For avoidance of doubt, Customer is responsible for arranging pick up by the carrier and all shipping costs and risks. Should Customer request Curia to assist with any arrangements with the carrier, such arrangements will be made by Curia on behalf of Customer in accordance with Customer’s applicable instructions and at the sole risk and expense of Customer. If Customer does not pick up a Deliverable upon Delivery by Curia, Curia shall store such Deliverable at Curia’s facilities or third party storage location at a monthly storage charge of \$3,500 per container to Customer for the duration of storage, pro-rated for any partial month. For all Deliverables stored by Curia, Customer agrees that: (i) Customer has title and risk of ownership; (ii) Customer has made a fixed commitment to purchase such Deliverable; (iii) Customer is responsible for any decrease in market value of such Deliverable that relates to factors and circumstances outside of Curia’s control; (iv) Customer is responsible for obtaining insurance of such Deliverable during the storage period, if desired; and (v) Customer is responsible for transportation of the Deliverable to the Customer’s final destination, at the sole risk and expense of Customer.

4. RESCHEDULING AND CANCELLATION FEES: Customer may cancel or reschedule any Service upon Curia’s prior approval. If, upon Curia’s prior approval, Customer cancels or reschedules any Service for any reason, then Customer shall, in addition to paying Curia for all Services performed up to and including the date on which Curia receives written notice of such cancellation or rescheduling (“Notice”), also pay to Curia the cancellation and rescheduling fees set forth below. With respect to the cancellation or rescheduling of all Services other than Manufacturing Services (defined below), Customer shall pay to Curia 100% of the fees for all such Services having a scheduled start date within thirty (30) days after the date of Curia’s receipt of the Notice. With respect to Services for the manufacturing of batch materials (“Manufacturing Services”), Customer shall pay to Curia 100% of the fees for all Manufacturing Services cancelled after the execution of this Agreement. With respect to the rescheduling of Manufacturing Services, Customer shall pay to Curia the rescheduling fees (expressed as a percentage of the price for the applicable batch of material) set forth in the table below. In addition to any such rescheduling or cancellation fee, Customer shall also reimburse Curia for all nonrefundable costs actually incurred by Curia.

Number of days before scheduled manufacturing date when Notice received*	Rescheduling Fee
> 60 days	No Charge

31 - 60 days	50%
8 - 30 days	75%
0 - 7 days	100%

* Services rescheduled, delayed or put on hold more than once or rescheduled, delayed or put on hold beyond ninety (90) days of the initial scheduled manufacturing date shall be deemed to have been cancelled, unless otherwise mutually agreed upon in writing.

5. ANCILLARY SERVICES: The pricing set forth in this Agreement applies only to the Services expressly identified herein. Any increase or change to the scope of these Services, including, without limitation, altering tasks, responsibilities, budget or timeline, analytical testing beyond regulatory requirements, supply of reference standards, technology transfer to third parties, regulatory consulting and support, re-drafting/re-formatting of reports, and out-of-specifications investigations, will require a price change and must be memorialized in a written change order executed by both parties ("Change Order"). Notwithstanding anything to the contrary herein, Curia shall not be in breach of this Agreement in the event Curia stops performance pending approval and signature of such Change Order by Customer, and Curia will be given a reasonable period of time within which to implement the changes. Curia shall invoice Customer, and Customer shall pay Curia, as such charges are incurred for any ancillary services at Curia's then-current rates for such services.

6. PRICING/ PAYMENT: Customer shall pay to Curia the price for the Services and Deliverables as set forth in the Curia form to which these Terms and Conditions are incorporated by reference. With respect to manufactured batch materials, the price for such associated Services and Deliverables has been calculated based on current input costs to manufacture such material including but not limited to energy prices, raw material, solvent and transportation costs ("Input Costs"). If at any time during the term of the Agreement volatility in applicable market sectors produce sudden and unforeseen price increases that result in Curia experiencing an extraordinary increase in its Input Costs, Curia, by written notice to Customer, may charge Customer and Customer shall pay a surcharge ("Surcharge") in such amount as required for Curia to recover such increased Input Costs. The Surcharge shall be applicable to all Services and/or Deliverables to be completed or delivered on or after the effective date for such Surcharge as set forth in the written notice provided to Customer, and purchase orders for Services and/or Deliverables ordered prior to such Surcharge effective date but to be completed or delivered on or after such date shall be modified/re-issued by Customer to account for such Surcharge. Such Surcharge shall remain in effect only until the date upon which Curia's costs return to an amount comparable to what it was prior to such extraordinary increase in its costs. Any Surcharge shall be one that Curia is applying generally to its customers and shall not be one applicable to Customer alone. Such Surcharge shall be in addition to the price for the applicable Services and/or Deliverable. Curia shall invoice Customer (i) for Services, as such work is completed, and (ii) for Deliverables, upon Delivery thereof. Customer shall pay all undisputed invoices in full, or the portion of any invoice not in dispute, within thirty (30) days of the date of such invoice. In the event payment is not received by Curia within five (5) days after the due date for such payment, then such unpaid amount shall accrue interest at the rate of one percent (1%) per month (or the maximum amount allowed by applicable law if less than 1% per month) compounded monthly until paid in full. If any undisputed payment is not made within sixty (60) days of the receipt of an invoice, Curia may suspend other services pending payment. Customer shall be responsible for all fees and expenses incurred by Curia, including reasonable attorneys' fees, to collect such unpaid balances. All quoted rates for Services and Deliverables payable to Curia hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties. If any taxing authority imposes a VAT, GST, sales, use, service, consumption, or business taxes on the export or import of Customer Materials or Deliverables, or which are otherwise related to the performance Services (other than taxes based upon Curia's income) such fees shall be borne solely by Customer, and Customer agrees to either pay that amount as specified in an invoice or supply exemption documentation.

7. CONFIDENTIAL INFORMATION: Curia and Customer agree that they will not disclose the other party's confidential information to any third party without the prior written consent of the other party except as required by law, regulation or court or administrative order; provided, however, that prior to making any such legally required disclosure, the party making such disclosure shall give the other party as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances. Notwithstanding the foregoing, each party may disclose the other party's confidential information to any of its employees, representatives or affiliates under this Agreement that (A) need to know such confidential information for the purpose of performing under this Agreement, and (B) agree to be bound by written confidentiality obligations no less stringent than those set forth in this Agreement. Each party agrees that it shall not use the other party's confidential information except for purposes of fulfilling its obligations under this Agreement. Notwithstanding anything to the contrary herein, the obligations of confidentiality and non-use under this Agreement will not apply to confidential information that (i) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement, or (ii) is already known by the receiving party at the time of disclosure as evidenced by the receiving party's written records, or (iii) becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (iv) was or is independently developed by or for the receiving party without use of the disclosing party's confidential information. Upon termination of this Agreement, the receiving party shall, upon written request, promptly return, within thirty (30) days, all confidential information, received or accessed, including any copies thereof, and cease its use or, promptly destroy the same and certify such destruction to the disclosing party; except for a single copy thereof, which may be retained for the sole purpose of determining the scope of the obligations incurred under this Agreement. The obligations of this Section 7 will terminate five (5) years from the expiration of this Agreement; provided that Customer's confidentiality obligations under this Agreement with respect to Curia IP (as defined below) shall survive for an indefinite term.

8. INTELLECTUAL PROPERTY/ CUSTOMER MATERIALS: Provided Customer satisfies in full its payment obligations under the Agreement, all Deliverables that are specific and exclusive to, and have been specifically derived from, Customer Materials (as defined below) and are not Curia IP (as defined below), shall be the sole and exclusive property of Customer. "Curia IP" means (i) all intellectual property owned or licensed by Curia as of the date of commencement of Services or developed by Curia thereafter independently from the performance of Services ("Curia Background IP") and (ii) all improvements made to Curia Background IP during the course of performing the Services that are of general applicability to Curia's service offerings as a contract research, development and manufacturing organization. Curia has, and shall retain, sole and exclusive rights of ownership in and to Curia IP, and Customer does not acquire any license or other right to Curia IP except to the extent necessary for the limited purpose of using Deliverables provided under this Agreement. Customer shall at all times retain all right, title and risk of loss to any and all products, materials and processes supplied by or on behalf of Customer to Curia in connection with this Agreement ("Customer Materials").

9. EQUIPMENT: In the event any Customer-owned or Customer-dedicated equipment is required to be utilized in the performance of Services, Customer shall bear the costs of any maintenance and/or repair of such equipment.

10. **WARRANTIES; DISCLAIMER:** Customer represents and warrants that (I) any and all Customer Materials will not infringe on any third party's intellectual property rights; and (II) Customer will comply with all applicable laws in relation to its use of the Deliverables. CURIA MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR FITNESS FOR A PARTICULAR PURPOSE.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR ITS RELATED INDEMNIFIED PARTIES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE. THE FOREGOING WAIVER SHALL IN NO EVENT LIMIT CUSTOMER'S INDEMNITY OBLIGATIONS HEREUNDER. CURIA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CURIA FOR THE SERVICES OR DELIVERABLE AT ISSUE GIVING RISE TO SUCH LIABILITIES, CLAIMS OR OBLIGATIONS.

12. **INDEMNIFICATION:** Customer shall indemnify, defend and hold harmless Curia and its affiliates and their respective directors, officers and employees from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any suit, demand, claim or action by any third party ("Losses") to the extent arising out of (i) the marketing, sale, distribution, further development of or use of the Services and/or Deliverables, including, but not limited to, use in human subjects, or any side effects, contraindications, illness, and/or death resulting from use of the Services and/or Deliverable (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) infringement of third party intellectual property by Customer's intellectual property, Services, Deliverables or Customer Materials; or (iii) Customer's negligence or willful misconduct.

13. **LITIGATION SUPPORT:** In the event a subpoena or other court order requiring personal appearance or production of documents is received by Curia in respect of litigation that Customer is involved in and to which Curia is not a party, Customer agrees that Curia shall obtain its own counsel and Customer agrees to indemnify Curia from and against any and all costs and expenses (including reasonable legal fees and expenses) reasonably relating to responding to such subpoena and any required internal investigations. In the event Customer requests Curia's assistance in any litigation that Customer is involved in and to which Curia is not a party (which assistance may include, without limitation, production of documents), Customer shall pay Curia for any agreed-to assistance at Curia's then-current rates as determined based on timing of the request, resource demand, and any business disruption that may be caused by such request.

14. **RECALLS:** In the event any regulatory authority issues, or Customer voluntarily undertakes, a recall or stock recovery of any Deliverable produced pursuant to GMP regulations or any finished dosage form pharmaceutical product containing any such Deliverable, Curia and Customer shall fully cooperate with each other in connection therewith. Curia shall comply with such a request, directive, order, or determination and the fees associated with such compliance shall be borne by Customer. Notwithstanding the foregoing, Customer shall bear the expenses of any recall of any Deliverable or any finished dosage form pharmaceutical product containing Deliverable, and in no event shall Curia or its affiliates be financially responsible for the costs of, or associated with, any such recall.

15. **INSURANCE:** Each party shall procure and maintain at its own expense appropriate product and commercial liability insurance with respect to its obligations under this Agreement and use or sale of the Deliverables, as each party customarily maintains with respect to similar activities. Customer is responsible for maintaining insurance on all materials that it has, or retains, title to, if insurance coverage of such materials is desired by Customer.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns, and any entity that acquires rights to the Services and/or Deliverables that are the subject hereof. Customer may not transfer or assign, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without Curia's written consent, which consent shall not be unreasonably withheld. Curia may transfer or assign its rights or obligations under this Agreement, in whole or in part, without Customer's written consent in the event of (i) a merger or consolidation of Curia, (ii) a transaction or series of related transactions in which a third party becomes the beneficial owner of 50% or more of the combined voting power of the outstanding securities of Curia, or (iii) the sale of all or substantially all of the assets of Curia.

17. **TERMINATION BY CURIA:** Each of the following shall constitute a default by Customer for purposes of this Agreement (i) the insolvency of Customer, (ii) any assignment for the benefit of creditors of Customer, (iii) the voluntary or involuntary filing of a petition or other decree in bankruptcy by or against Customer, (iv) 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 Customer, and (v) failure by Customer to comply with any of the provisions of this Agreement. In the event of a default by Customer which is not cured within thirty (30) days of receiving a notice thereof, Curia may terminate this Agreement immediately upon written notice. Notwithstanding the foregoing, Curia may, at any time upon thirty (30) days' prior written notice, terminate this Agreement in whole or in part regardless of whether there is a default by Customer.

18. **EFFECT OF TERMINATION:** Upon termination of this Agreement as set forth in Section 17, Curia shall invoice Customer for, and Customer shall pay (i) the price for Deliverables previously Delivered and not yet paid, (ii) the price of completed or in-process Services and Deliverables not yet delivered, and (iii) other actual costs and expenses, including, without limitation, labor, incurred by Curia and relating to decommissioning activities or otherwise attributable to the Services and/or Deliverables. Without limiting the foregoing, upon termination of this Agreement, Curia shall, in its sole discretion, either dispose of or ship to Customer all Customer Materials and Deliverables in Curia's possession and Customer shall pay all costs associated therewith.

19. **WAIVER; SEVERABILITY:** Failure by Curia to insist upon strict compliance with any terms of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon strict compliance with respect to any subsequent failure. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.

20. **BRIBERY AND CORRUPT PRACTICES:** Both parties are committed to complying with all applicable anti-corruption laws, regulations and policies worldwide and expect their customers, suppliers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment of 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, each party represents, warrants and covenants 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 or otherwise gain an improper business advantage.

21. **PERSONAL DATA PROTECTION:** Each party acknowledges and agrees, and hereby expressly consents, as follows: (i) in the performance of this Agreement, and the delivery of any documentation hereunder, Personal Data (as defined below) may be generated, disclosed to a party to this Agreement, and may be incorporated into files processed by either party or by the affiliates of either party; (ii) Personal Data will be stored as long as such data is necessary for the performance of this Agreement, as well as for maintaining historical records; (iii) it represents and warrants that it has all legal right and authority to disclose any Personal Data of any third party it discloses to the other party to this Agreement, and that it has obtained the necessary consents from the relevant third party data subjects to so disclose such Personal Data; (iv) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time; and (v) it acknowledges its right to file a complaint with the Personal Data supervisory authority in the relevant jurisdiction. As used herein, “Personal Data” shall be as defined in Article 4 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) or any other applicable data protection legislation.

22. **SANCTIONS, TRADE CONTROLS AND ANTI-MONEY LAUNDERING COMPLIANCE:** Each party represents and warrants that (i) neither it nor any of its affiliates, 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 parties or (b) a person 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) it 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; and (iii) it 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 the other party, were, and is and will be, at all times, in full compliance with any special designations, rules or proposed rules promulgated pursuant to Section 311 of the USA Patriot Act. Further, Customer represents and warrants that Customer 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; specifically, Customer certifies that Customer and its owners are not “Military End-Users” as such terms are defined in relevant regulations, and the Deliverables purchased from Curia are not intended for, and will not be diverted to, any military use, and will not be further transferred or re-exported to a military end-user. Either party shall be entitled to terminate the Agreement or stop or withhold performance (including Delivery) hereunder, in the event of any breach of the statements, representations and warranties contained in this Section 22 by the other party, and if it would, in such party’s reasonable opinion, violate any applicable sanctions or trade control or anti-money laundering laws.

23. **FORCE MAJEURE:** Curia shall not be liable in damages for, nor shall this Agreement be terminable or cancellable by reason of, any delay or default in Curia’s performance hereunder if such default or delay is caused by events beyond Curia’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 (whether war be declared or not), 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 or extraordinary increases in Input Costs resulting from volatility in market sectors; provided, however that Curia shall promptly notify Customer of such cause(s) beyond its reasonable control. Curia shall use all reasonable endeavors to reinstate its ongoing obligations to Customer; provided that, solely with respect to extraordinary increases to Input Costs, Curia shall be entitled to implement a Surcharge in accordance with Section 6 herein in lieu of delaying its performance hereunder. If the cause(s) shall continue unabated for 180 days, then both parties shall discuss and negotiate in good faith any required modification to this Agreement.

24. **GOVERNING LAW; ARBITRATION:** This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its 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 Curia is incorporated or formed, without 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 the parties) under the Commercial Arbitration Rules then prevailing of the American Arbitration Association (if Curia is incorporated or formed within the United States) or in London, United Kingdom (or at a location agreed to by the parties) under the then prevailing Rules of Arbitration of the London Court of International Arbitration (LCIA) (if Curia is incorporated or formed outside of the United States). Judgment may be entered on any award in a court of competent jurisdiction.