



PURCHASE ORDER TERMS & CONDITIONS

These Purchase Order Terms & Conditions are an integral part of the Agreement (as defined below) 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 Seller consists of the following documents and any inconsistencies in this Agreement shall be resolved in accordance with the following descending order of precedence: (i) the purchase order referencing this document (the “Purchase Order”), ii) any accompanying order form, statement of work, or similar ordering document, as negotiated and accepted by CURIA (iii) the applicable governing contract (“Primary Agreement”), iv) these Purchase Order Terms and Conditions, and (v) any plans, requirements or specifications provided by CURIA to Seller (“Specifications”). Nothing in the Agreement shall be interpreted to prevent CURIA from obtaining from any other third party, or providing to itself, any or all such Goods or Services or from ceasing to use Seller to provide such Goods or Services. The Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces, in the entirety, any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied between the parties with respect to the subject matter hereof. Seller shall notify CURIA of its acceptance of this Purchase Order or Agreement within five (5) business days of receipt from CURIA. If Seller does not timely notify CURIA of its acceptance, Seller shall be deemed to have accepted this Agreement: (i) by Seller’s initiation of performance, (ii) by Seller’s provision of Goods or Services covered by the Purchase Order or Agreement, or (iii) by Seller’s acceptance of any payment made by CURIA pursuant to the Purchase Order or Agreement, in each case, whichever occurs first.

2 **DELIVERY SCHEDULE; QUANTITIES:** Seller must comply with the delivery schedule required by CURIA in the Agreement. The quantities of Goods shipped to CURIA shall not deviate from the quantities specified in the Agreement, except by execution of a written modification 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 and cost, without any obligation of payment by CURIA.

3 **DELIVERY; DELAYS IN DELIVERY:** Time is of the essence and the performance of Services or delivery of Goods shall be made strictly in accordance with the schedule set out in the Purchase Order. In addition, Seller shall apply all appropriate measures to minimize any delay in such performance of Services or delivery of Goods. Any extension of time agreed to by CURIA regarding performance of Services or delivery of Goods shall only apply to the extended performance of Services or delivery of Goods. Any such extension shall not be deemed to be a waiver of CURIA’s rights to receive performance of Services or delivery of Goods that were not covered under the extension. If, for any reason, Seller fails to substantially comply with the delivery schedule, CURIA, at its option, may either (i) approve a revised schedule, or (ii) may terminate the Purchase Order in accordance with Section 18. CURIA is entitled to recover from Seller one (1%) of the applicable Purchase Order cost for every day that the delivery of Goods or performance of services is delayed more than ten (10) business days. Seller shall promptly notify CURIA of any 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 authorization 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, failure to meet the representations and warranties made in Section 20 of these Terms and Conditions, excess costs of cover incurred in procuring the ordered Goods or Services from an alternative source, and production losses.

4 **LOWEST PREVAILING PRICE:** Seller agrees that prices for Goods and Services ordered in the Purchase Order or Agreement are fixed, not subject to change, except to the extent as expressly set forth in the Agreement, and that no surcharge may be added to the price.

5 **PACKAGING AND SHIPPING:** All Goods prepared for shipment: shall be packed in appropriate containers to prevent damage or deterioration, shall comply with carrier tariffs, shall include a packing list, shall include a certificate of analysis / conformance for Goods and shall 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 or such Goods may be returned 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. Goods shall be delivered DAP [CURIA site as specified on the Purchase Order] (Incoterms 2020) unless otherwise specified in the Purchase Order. Goods shall be delivered in containers, bearing necessary labels which conform to applicable national, state and local regulations for the packaging, labeling and transport of materials or the regulations of internationally recognized laws and standards for the packaging, labeling and transport of materials in effect at the time of shipment.

6 **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 only after CURIA's acceptance of Goods or Services. 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.

 If CURIA disputes the amount of any Seller invoice, CURIA may withhold amounts equal to the reasonably disputed amount from Seller's invoices until the parties settle such dispute. Seller shall continue to perform all of its obligations under the Purchase Order during any period in which CURIA withholds any portion of Seller's invoices; provided, however, the parties shall use good faith efforts to resolve any invoice disputes within thirty (30) days after identification of the disputed withheld amounts. In the event such dispute is not resolved within thirty (30) days, the arbitration provisions of Section 27 of these Terms and Conditions shall apply.

 Any discount periods shall be calculated as established within the terms of the Purchase Order.

7 **INSPECTION & LATENT DEFECTS:** 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, and any CURIA-required test methods, to confirm that the Goods conform to the terms of the Agreement. In addition to any other available remedies, CURIA may pursue 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 discretion: (i) return the Goods (if practicable) at Seller's risk and expense for prompt refund of previous payments or 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 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, and/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. If CURIA directs Seller to repair, replace or re-perform as appropriate to correct non-conforming Goods or Services, and Seller fails to complete the same, Seller shall refund to CURIA the fees paid by CURIA hereunder for the non-conforming Goods or Services, and shall be liable for CURIA's costs of cover incurred in procuring the ordered Goods or Services from an alternative source, and production losses..

 CURIA shall have the continuing right to reject Goods due to defects not readily discoverable from testing according to Specifications, reasonable inspection or review ("Latent Defects"), provided CURIA notifies Supplier of the Latent Defects within sixty (60) business days after the discovery of Latent Defects, and CURIA may elect one or more remedies as set forth above in this Agreement.

8 **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 to in writing between CURIA and Seller prior to the commencement of any additional work or incurred expenses. Any claim(s) for additional compensation hereunder must be asserted within thirty (30) days after receipt of such Change Orders. Failure of Seller to timely assert any such claim(s) shall operate as a waiver of the claim(s).

9 **RETURNS:** Subject to the following conditions, CURIA shall have the right to return Goods to Seller for a refund of the price paid, except to the extent such Goods were custom manufactured to Specifications unique to CURIA's requirements. For custom made Goods, Seller will compensate CURIA for the difference between the price charged to Curia for the Goods and Seller's costs associated with selling or making the Goods. In order to exercise this right, CURIA must bear all costs of returning the Goods to the Seller, prior to the expiration of the permitted age limit and the Goods must be in their original, unopened condition (except as may be required for inspection by CURIA).

10 **MATERIAL AND EQUIPMENT:** Unless otherwise specified, Seller must 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. While in Seller's custody or control, the property shall be: (i) held at Seller's risk, (ii) insured by Seller at Seller's expense, in an amount equal to the property's replacement cost, with losses payable to CURIA, and (iii) subject to removal upon CURIA's written request.

11 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 to any materials incorporated therein.

12 INDEMNIFICATION RELATING TO INFRINGEMENT OF PATENTS, TRADEMARKS, INTELLECTUAL PROPERTY: Seller warrants that neither the Goods or Services nor the use of the Goods or Services 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 and all losses, liabilities, costs, claims, damages and expenses (including reasonable legal costs) resulting from or arising out of 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, sub-license to Seller's intellectual property to the extent necessary to make, have made, use, and sell the Goods or Services. To the extent any license to a third party's intellectual property is necessary for CURIA to make, have made, use, and sell the Goods or Services, Seller shall obtain such license at its sole expense for CURIA's benefit.

All data, information, reports, results, documentation, databases, formulations, writings, products, compounds, discoveries, improvements, solutions, new uses, ideas, trade secrets, know-how, concepts, software programs, processes, records, research, creations, other products and all works of authorship, inventions and all other intellectual property (whether or not copyrightable, patentable or entitled to or eligible for other forms of legal protection), conceived, or reduced to practice, or otherwise prepared, developed or improved, by Seller in the course of performance of Services hereunder ("Inventions") shall be deemed works made for hire and made in the course of Services rendered, and shall be the sole and exclusive property of CURIA with CURIA having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, registrations and/or other appropriate protection. To the extent that exclusive title and/or ownership rights may not originally vest in CURIA as contemplated hereunder, Seller hereby irrevocably assigns, transfers, and conveys to CURIA all right, title and interest therein, and appoints CURIA as Seller's duly authorized attorney-in-fact to execute, file, prosecute and protect the same before any government agency, court or authority. At no additional cost, Seller and its personnel shall give CURIA, and/or any CURIA designee, all reasonable assistance and execute all documents necessary to assist and/or enable CURIA to perfect, preserve, register and/or record its rights in any such Inventions.

Seller shall, at CURIA's request, or upon the termination, cancellation, expiration, or completion of Services or this Agreement, deliver to CURIA all materials, data, other tangible information, or intellectual property referred to in this section, deliverables prepared or developed as a result of this Agreement and/or any Services, and any CURIA documents or other materials held by or on behalf of Seller, together with all copies thereof. In no event will Seller destroy any of the foregoing documentation relating to CURIA projects without providing thirty (30) days' prior written notice to CURIA to permit CURIA to obtain any such documentation.

13 INDEMNIFICATION: In addition to the specific indemnification obligations outlined in Section 12 and Section 14 and to the fullest extent permitted by applicable law, Seller shall defend, indemnify and hold CURIA and its Representatives harmless from and against any and all claims, damages, and liabilities of every kind, including but not limited to: patent infringement, trade secret misappropriation, liability based on contributory, vicarious, or any other doctrine of secondary liability ("Losses") arising out of or relating to any and all claims, liabilities, liens, demands, obligations, actions, proceedings, suits, causes of action (regardless of whether or not such Losses are caused in part by a party indemnified hereunder) arising out of or related 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, or (iii) the negligence or willful misconduct of Seller or its Representatives, or (iv) a breach by Seller or its Representatives of any provision set forth in 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, with counsel of its own choosing, 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. Seller shall not have the right to settle any claim without the prior written consent of CURIA. If CURIA is subpoenaed in a third-party litigation for which Seller: (i) shall indemnify CURIA from and against any and all costs and expenses (including legal fees and expenses) reasonably related to such subpoena and any required internal investigations, and (ii) Seller requests CURIA's assistance in any litigation that Seller

is involved in and to which CURIA is not a party (which assistance may include, without limitation, production of documents), Seller shall pay CURIA for assistance at CURIA's then-current rates based on timing of the request, resource demand, and any business disruption that may be caused by such request. This Section 13 shall not be construed to limit or exclude any other claims or remedies at law or in equity that CURIA may assert.

14 **SANCTIONS, TRADE CONTROLS, & ANTI-MONEY LAUNDERING COMPLIANCE:** Seller represents and warrants that (i) neither Seller nor any of its officers, directors, or employees involved in the execution of this Agreement (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 Seller and CURIA or (b) a person, country, or entity with whom CURIA is otherwise prohibited from dealing with under any applicable U.S. or non-U.S. economic sanctions or export control law, executive order, regulation, rule or sanction, including, but not limited to, the regulations administered by OFAC, 31 C.F.R. Parts 500-598 (the "OFAC Regulations") or the Export Administration Regulations, 15 C.F.R. Parts 730-774 (collectively, "Trade Control Laws") (a "Sanctions Target"); (ii) Seller 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 or other relevant government authority, 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 Seller; (iv) Seller has complied, and is in compliance, with all national and international applicable laws promulgated by any governmental authority applicable to 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 Trade Control Laws (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 and its Representatives fully harmless from, and keep CURIA and its Representatives 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 Trade Control Laws; 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 Trade Control Laws or anti-money laundering laws.

15 **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.**

16 **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.

17 **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, as sufficiently evidenced in writing to CURIA. The total payment 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 that Seller has already furnished or partly furnished to CURIA. Notwithstanding contrary provisions in this Agreement, in the event of termination for convenience of a Purchase Order prior to delivery, 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, distinguished from Goods that are 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 17. The foregoing shall not apply to any termination by CURIA on account of Seller's default under Section 18 of this Agreement.

18 **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 in the Agreement or otherwise made by Seller, (h) failure of Seller to make deliveries as scheduled, (i) Seller's breach of any representations or warranties in the Agreement, and (j) any actual or alleged violation of CURIA's Vendor Guidelines posted at CURIA's website (<https://curiaglobal.com/supplier-information/>). 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 and for expenses incurred, (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 procure the ordered Goods and Services from an alternative source.

19 **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 to be an acceptance of such provision or a waiver of any provision of this Agreement.

20 **WARRANTIES & REPRESENTATIONS; COMPLIANCE WITH LAWS AND POLICIES:** 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 if 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. Seller warrants and represents that it has (i) full ownership, clear title free of any liens, or (ii) the right to perform services or deliver Goods to CURIA under the Purchase Order or Agreement. 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, 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 Vendor Guidelines posted at CURIA's website (<https://curiaglobal.com/supplier-information/>). At CURIA's request, upon 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.

21 **BRIBERY AND CORRUPT PRACTICES:** 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.

22 CONFIDENTIAL INFORMATION:

22.a. Definition. As used in this Agreement, the term “Confidential Information” means any confidential or proprietary scientific, technical, intellectual property, trade, business and/or financial information, including pricing information contained in any PO, of a party (the “Disclosing Party”) provided to the other party (the “Receiving Party”) or to which the Receiving Party has access under this Agreement, whether such information is in oral, written or in electronic form and whether or not it is identified as confidential. Notwithstanding the other provisions of this Agreement, a party’s Confidential Information does not include information which the Receiving Party can establish by competent proof (i) is otherwise readily available to the public through no fault of the Receiving Party; (ii) has been rightfully received by the Receiving Party from a third party without restrictions on disclosure and other than in breach of any obligation to the Disclosing Party; (iii) has been independently developed by or for the Receiving Party without use of the Disclosing Party’s Confidential Information; or (iv) was known to the Receiving Party prior to its first receipt from the Disclosing Party.

22.b. Confidentiality Obligation. The Receiving Party agrees to hold the Confidential Information of the Disclosing Party in trust and confidence and not to disclose such Confidential Information except to those of its employees (including employees of its affiliates) who have a need to know such information for purposes of performing such party’s obligations under this Purchase Order and who are under an obligation of confidentiality that would apply to such information; or as otherwise approved by the Disclosing Party in writing. Notwithstanding the foregoing limitations on disclosure, the Receiving Party may disclose such Confidential Information of the Disclosing Party as is required by any law, rule, regulation, order, decision, decree, subpoena or other legal process to be disclosed. If such disclosure is required by any of the foregoing, the Receiving Party shall, if legally permitted, notify the Disclosing Party of such request promptly prior to any disclosure so as to permit the Disclosing Party to oppose or limit such disclosure by appropriate legal action.

22.c. Restrictions on Use. The Receiving Party agrees that it shall not use the Disclosing Party’s Confidential Information except for the purposes of fulfilling its obligations under this Agreement or as otherwise expressly contemplated by this Agreement.

22.d. Protective Measures. In protecting the secrecy of and avoiding disclosure and unauthorized use of Disclosing Party’s Confidential Information, the Receiving Party shall take at least those measures that it uses to protect its own confidential information; however, in no event, shall less than a reasonable standard of care be used. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information of which the Receiving Party is or becomes aware, provided that in no event shall such notification be deemed an admission for evidentiary purposes.

22.e. Return of Confidential Information. Upon the written request of the Disclosing Party, the Receiving Party shall promptly return to Disclosing Party or destroy all tangible Confidential Information of the Disclosing Party in its possession or control, except that one (1) copy may be retained by Receiving Party solely for record-keeping purposes and except that neither party shall have any obligation to return or destroy computer files that are created during automatic system back-up.

22.f. Term of Obligation. The parties’ obligations under this Section 22 shall continue in effect during the term and for a period of five (5) years following termination or expiration of the Agreement.

23 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: 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 41 CFR 60-300.5(a), which are incorporated herein by specific reference: (1) 41 CFR 60.1.4 (Equal Opportunity and Affirmative Action); (2) Seller and any 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) Seller and any 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).

24 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 insurance, disability benefits insurance, 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 be in amounts adequate and appropriate to cover its full obligations under this Agreement. Upon request, Seller shall provide certificates of insurance evidencing the requisite coverage to CURIA.

25 **FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in such party's performance hereunder if, to the extent and for long as, such default or delay is due to events that are beyond such party's reasonable control and not to its acts or omissions including acts of God, regulation or law or other action or failure to act of any government or agency thereof, war or insurrection, civil commotion, earthquake, flood or severe storm, labor disturbances, or epidemic; provided however, that the party seeking relief hereunder shall immediately notify the other party of such cause(s) beyond such party's reasonable control. The Party that may invoke this section shall use all commercially reasonable endeavors to preserve its ongoing obligations to the other.

In the event that Seller's ability to supply Goods subject to any Purchase Order is affected by an existing event described in this section, Seller's obligation under any such Purchase Order to supply ordered quantities of Goods to CURIA shall have priority over any obligations of Seller to deliver Goods to any other customer, and (ii) CURIA shall have a right of first refusal to buy all or any available Goods in Seller's stock as of the time that such event arose. Upon the conclusion of the event and restored availability of the subject Goods, any such affected CURIA Purchase Order shall be fulfilled by Seller as a priority over other customer orders for the Goods. If the cause(s) continues unabated for 180 days, CURIA shall be entitled to terminate this Agreement upon written notice to the Seller.

26 **INDEPENDENT CONTRACTOR:** Seller and CURIA intend that an independent contractor relationship shall 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 to CURIA as anything other than that of an independent contractor.

27 **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, 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 an alternative location if 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 an alternative location if 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. 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.