



January 1, 2021

Dear (Customer Name):

Thank you for your purchase of seed or microbial product from Corteva Agriscience. Included are the 2021 Terms and Conditions of Purchase, the Corteva TUA Update Notification, and a sample of the most current Corteva Technology Use Agreement (TUA). Your Corteva license number is (need to autofill/match) which can be applied to Corteva microbial or seed products.

The TUA serves as an agreement between the customer and Corteva demonstrating that the customer understands and agrees to follow all stewardship and legal responsibilities related to their purchase. The TUA protects two major components: (1) technology use (e.g. Enlist™ System, Bt Corn, etc.) and (2) intellectual property rights (e.g. germplasm, traits, patents and other proprietary know-how). Corteva makes substantial investments to bring new traits, technology and products to the market. It is important to protect these investments so Corteva can continue to fund research and business development initiatives.

The Corteva TUA is an evergreen document which grants customers access to all current and future product offerings without the need to sign additional TUAs. The **Update Notification** is a required mechanism to inform customers on changes to the TUA along with important product usage information in which customer compliance is required. The Update Notifications will be delivered annually and will either be distributed electronically or via postal mail and will also be made available on <http://www.traitstewardship.com/>.

The requirements outlined above will act as an amendment to the TUA previously signed and receipt of these requirements constitutes acceptance. Update Notification rejections can be submitted by following the steps below. **Keep in mind rejecting the Update Notification will result in your TUA being nullified resulting in your inability to purchase Corteva seed products or Corteva Sourced Technology in the future.**

- Written rejections - Complete the Annual Notification Rejection form attached and mail the rejection to the following address:
 - E-mail: agreements@agcelerate.com
 - Mail: AgCelerate
PO Box 221679
Charlotte, NC 28222-1679

Thank you for your business.

A handwritten signature in black ink, appearing to read 'Mike Smith'.

Mike Smith
U.S. and Canada Seed Stewardship Lead

2021 Corteva Agriscience™ Technology Use Agreement Update Notification

- Electronic Communications Opt-In Dialog Box – When this option is selected, the customer will receive agronomy advice, special offers, product information, news and updates through electronic communications from Corteva Agriscience.
- Regulatory Authorizations and Registration Status - Grower acknowledges that modification, revocation or cancellation of regulatory authorizations and/or registrations including, but not limited to, biotech or other trait(s), enabling technologies and/or enabled pesticide, herbicide or fungicide product(s) by local, state, federal, or foreign regulatory agencies may occur and are outside the control of Corteva Agriscience. Grower agrees to always read and follow directions for use on pesticide, insecticide, fungicide or herbicide labeling as set forth in the Product Use Guide. Grower acknowledges and agrees to Grower's obligation to follow and adhere to any such modifications, revocations or cancellations. Grower further understands that regulatory status and available supplies of a biotech trait(s) and/or pesticide product may limit its availability for use in a particular growing season and/or the marketability of the resulting grain crop.
- Grower Indemnification Limitations - Corteva indemnification of Grower shall be limited to damage to seed crop fields, commercial crop fields or personal property caused by Corteva employees or Representatives. For clarity, Corteva shall not indemnify Grower for Grower's (or any other person(s) acting on behalf of Grower) gross negligence, violation of this TUA, violation of any law or regulation or any other damages, fines, penalties, enforcement, law suits or any other outcomes resulting from Grower's decisions, actions or failure to act.
- Tax Exemption Notification - As Grower is claiming a tax exemption for the Purchased Seed, Grower hereby represents and warrants that: (i) Grower is in the business of agricultural production, (ii) the Purchased Seed will be used solely for agricultural production, and, (iii) due to the foregoing, Grower qualifies for a tax exemption, under applicable state tax laws, for the Purchased Seed.
- Grower Data and Privacy Terms - Grower agrees that information collected through use of professional services or digital products and services offered by Corteva or its affiliates will be treated in accordance with the applicable privacy terms. Grower information collected through the use of Corteva products or services will be treated in accordance with the Corteva Privacy Terms <https://www.corteva.com/privacy.html> and applicable law. Grower information collected through products or services offered through Corteva's affiliate, Granular, Inc., will be treated in accordance with the Granular Privacy Terms https://granular.ag/data_privacy/ and applicable law.
- Limitations of Warranties and Remedies - Corteva Agriscience disclaims all warranties, express or implied, and makes no statement with respect to the ongoing or future regulatory status, acceptability, supply or availability of a biotech trait or trait stack, insecticide, fungicide or herbicide product compatible with the Corteva-sourced technology, in each case, contained in the purchased seed product. The terms of the seed sale are independent of the regulatory status of any technology contained in, or product for use with, the seed product including pesticide products, whether manufactured and/or distributed by Corteva or any other party.
- Product Use Guides as well as the current patent list can be found at www.traitstewardship.com.