

Corteva Electronic Access Agreement (CEAA)

In summary:

- This Agreement applies to Your and Your Users access to, and use of, our Systems;
- We do not promise that the Systems or access to, or use of, the Systems will be perfect; therefore, the Systems are provided on an "as is" basis;
- You agree to comply with applicable Law and ensure Your Users comply with applicable Law when accessing and using the Systems;
- Any information submitted or created using the Systems is owned by Us; and
- Your and Your User's Personal Information will be used in connection with Your and Your User's use of the Systems.

The terms and conditions of this Corteva Electronic Access Agreement ("**Agreement**") create a binding legal contract between you ("**Accessing Party**", "**You**", or "**Your**") and Corteva Agriscience LLC and its affiliates (collectively, "**Corteva**", "**We**", "**Our**" or "**Us**"). This Agreement governs Your and Your employees', agents', consultants', and/or subcontractors' (collectively, "**Users**") access to and use of Our networks, computer systems, infrastructure, software, applications, databases, and/or data residing behind Corteva firewalls (collectively, "**Systems**").

You will be deemed to have accepted the terms and conditions of this Agreement at the earlier of the point in time in which You or Your User (a) "checks" or "clicks" acceptance of the terms and conditions of this Agreement, or (b) accesses to the Systems. **If You do not agree to the terms and conditions of this Agreement, do not access or use any portion of the Systems.**

Corteva reserves the right to make changes to this Agreement at any time. Please check back from time to time to ensure You are aware of any updates or changes.

All purchases, sales, or other transactions between You and Corteva are governed by and subject to the relevant, underlying contractual terms and conditions and not by the terms of this Agreement.

You and Corteva hereby agree as follows:

1. **Access.** You, on Your own behalf and on behalf of your Users, agree:
 - (a) This grant of Systems access is to You and to Your Users having a legitimate business need to access and use the Systems only.
 - (b) You are liable for Your actions or omissions as well as the actions or omissions of Your Users in connection with or related to the access to and/or use of the Systems.
 - (c) You and Your Users will use the Systems only for legitimate business purposes in furtherance of Your business relationship with Corteva and for no other purpose.
 - (d) Your and Your Users' access to the Systems as well as utilization of usernames, access codes, passwords, encryption keys, and access procedures (collectively, "**Access Codes**"), may be denied, changed, or terminated, at any time, at Our sole discretion, with or without cause or notice.
 - (e) You and Your Users will not attempt to access or use any portion of the Systems except as specifically authorized by the terms of this Agreement and will immediately cease any attempts to access the Systems to the extent that any authorization to access has been terminated or revoked.
 - (f) You are responsible for any use or misuse of Your or Your Users' Access Codes.
 - (g) To promptly notify Us of any confidentiality breach or unauthorized use of Your or Your Users' Password.
 - (h) We reserve the right, in Our sole discretion, to lock disable, block or delete Your or Your User's access rights to the Systems at any time, with or without cause or notice.
 - (i) When accessing or using the Systems, in no event will You or Your Users represent that You/they have authority to bind, or to act for or on behalf of, Corteva unless Corteva has previously authorized You or Your User to do so in writing.
2. **Information Security.** You, on Your own behalf and on behalf of your Users agree:
 - (a) that the issuing, retention, and continuing use of accounts associated with the Systems by You and Your Users is at the sole discretion of Corteva;
 - (b) to follow then current Corteva information security policies, standards, procedures and guidance documents (collectively, "**Security Documentation**"), as applicable, as such policies and guidance documents are made available to You; and

(c) to prevent improper access to the Systems by You, Your Users or any third party under your control or direction.

We reserve the right to change Our Security Documentation at any time, with or without notice. While We maintain safeguards intended to protect the integrity and security of the Systems, We cannot and do not guarantee that the Systems will be secure, complete, or correct or that access to the Systems will remain uninterrupted.

3. **Personal Information** Where there is a Data Processing Agreement (“DPA”) or any another agreement in effect between You and Corteva which contains privacy protections substantially similar to the DPA (“**Other Agreement**”), You agree that the terms of the DPA or Other Agreement, as applicable, shall prevail in the event of any conflict or inconsistency with any terms in this Agreement, to the extent such conflict or inconsistency relates to the Processing of personal information that relates to an identified or identifiable natural person (“**Personal Information**”). “**Processing**” and “**Process**” mean any operation or set of operations which is performed upon Personal Information, whether by automatic or manual means, including, without limitation, any collection, transfer, recording, organization, storage, retention, adaptation, alteration, retrieval, consultation, use, disclosure, sale, sharing, transmission, dissemination, combination, blocking, erasure, or destruction thereof.

Where Personal Information is Processed by You or Your Users, You agree, on Your own behalf and the behalf of Users, to:

(a) process Personal Information only as instructed and permitted by Corteva, in compliance with all applicable laws and regulations, and to not use Personal Information for any other purpose;

(b) maintain appropriate physical, technical, and administrative safeguards to protect Personal Information against unauthorized access, use or disclosure, and unauthorized, unlawful, or accidental loss, destruction, acquisition, damage, or other use;

(c) maintain the confidentiality of Personal Information during the term of this Agreement and for as long thereafter as You and/or Your Users Process such information, and not disclose or transfer Personal Information to, or allow access by, any third party without the express prior written agreement of Corteva, which may be reasonably withheld;

(d) encrypt all records and files containing Personal Information, which is considered Sensitive Personal Information (as defined below), that You or Your Users (i) transmit or send wirelessly or across public networks, or (ii) store on computers, laptops, notebooks, tablet computers, handheld computer devices, smartphone devices, storage media, or other portable devices, where technically feasible; and

(e) return, archive, or destroy Personal Identification Information in Your or Users possession, in accordance with Our instructions, upon termination or expiration of this Agreement.

“**Sensitive Personal Information**” means any of the following types of Personal Information: (i) Social Security number, taxpayer identification number, passport number, driver's license number or other government-issued identification number; or (ii) credit or debit card details or financial account number, with or without any code or password that would permit access to the account or credit history; or (iii) information on race, religion, ethnicity, sexual orientation, medical or health information, genetic or biometric information, political or philosophical beliefs, trade union membership, background check information, and/or judicial data such as criminal records or information on other judicial or administrative proceedings.

You or Your User agree to notify Us immediately (not to exceed twenty-four (24) hours of becoming aware) in the event of (i) unauthorized access; (ii) unauthorized use; or (iii) unauthorized, unlawful or accidental loss, destruction, acquisition of or damage to Personal Information in Your or Your Users possession or control (“**Security Incident**”) and shall fully cooperate with Us to investigate, remediate, and mitigate the effects of such Security Incident and comply with any notification provisions to individuals, regulatory authorities, or third parties that We, in our sole discretion, deem appropriate. You and Your Users agree not to notify any affected (or potentially affected) individual, regulatory authority, or third party of any actual or suspected Security Incident without Our prior written consent.

To the extent that such Security Incident arises out of an act or omission by You or Your User, You shall be responsible for any liability, claims, damages, losses, actions, suits, judgments, settlements, fines, penalties, costs, or expenses arising from such Security Incident (including, without limitation, the costs and expenses associated with providing credit monitoring services to individuals affected by the Security Incident as well as reasonable attorneys' fees).

4. **Expectations of Privacy** - Except as otherwise provided by contract by and between You and Corteva or any applicable transnational, domestic, or foreign federal, state, provincial or local laws (statutory, common or otherwise), constitution, treaty, convention, ordinance, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any governmental body having jurisdiction over the subject matter of this Agreement (“**Law(s)**”), all information and data sent or received through, or contained in the Systems, including, without limitation, electronic mail (“**E-mail**”) and Internet usage logs, is the property of Corteva and is not the property, nor the private information, of You or Your

Users. Subject to applicable Law, We reserve the right to access, filter, delete, monitor, intercept, inspect, audit, and disclose all information, submissions, and content, in whole or in part, sent, received through, or stored in the Systems, at any time without prior notice, for any lawful purpose, including, without limitation, for (a) compliance with law enforcement requests and warrants and court orders; (b) compliance with applicable Laws; (c) protection of Corteva assets and reputation; (d) investigation of a potential violation of Our Security Documentation or of this Agreement; (e) audit purposes; (f) to reduce demands on Corteva E-mail systems and storage capabilities; or (g) Systems backup, testing, or record retention purposes.

5. Term. This Agreement is valid until terminated by Corteva and such termination may occur at any time, with or without cause or notice. Any breach of this Agreement by You or Your Users shall entitle Corteva to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, You shall immediately cease and shall ensure that Users immediately cease all attempts to access or use the Systems. Termination or expiration of this Agreement shall not relieve You or Your Users of Your/their obligation to hold Confidential Information as confidential.

6. Confidentiality. In addition to the terms and conditions of any separate confidentiality, non-disclosure, or similar agreement or provision in effect by and between You and Corteva (individually and collectively, "**Prior Confidentiality Agreement**") which addresses the confidentiality of Corteva technical, business, and/or financial information (including Personal Information), You and Your Users agree that all non-public technical, business, and financial information of Corteva (including Personal Information) is regarded by Us as being confidential except for any such information (other than Personal Information) which was previously known to You as shown by Your prior written records, or is publicly disclosed through no fault on the part of You or Your Users ("**Confidential Information**"). You and Your Users agree to keep confidential and not disclose any Confidential Information to any third party without Our prior written consent, which may be withheld for any reason. **Except for Personal Information, which shall remain confidential in accordance with Article 3(c),** Your and Your Users' obligations of confidentiality with respect to Confidential Information shall continue for the term of this Agreement and at least for ten (10) years thereafter or indefinitely if such confidential information is Corteva trade secret.

7. Compliance with Laws; Governing Law; Laws and Export Controls.

You, on Your own behalf and on behalf of Your Users, agree to:

- (a) abide by all applicable Laws, including, without limitation, Export Control Laws (as defined below).
- (b) This Agreement will be governed by the Laws of the State of Delaware and the courts within the State of Delaware will be the only courts of competent jurisdiction.
- (c) You understand and agree that any Personal Information provided to Corteva will be used by Us to provide access to and use of the Systems.
- (d) By executing this Agreement, You agree that We may use Your and Your Users' information, including Personal Information, and may transfer such information to Corteva affiliates and third-party suppliers, consultants, contractors, and agents.
- (e) You represent and warrant to Corteva that You and Your Users have received notice and have consented for such use of Your and Your Users' information, including Personal Information.
- (f) You agree to comply with the export control laws and regulations of the United States, including but not limited to, the Export Administration Regulations (15 C.F.R. 730 et. seq.) ("**EAR**"), the International Traffic in Arms Regulations (22 C.F.R. 120 et. seq.) ("**ITAR**"), the regulations and orders administered by the Department of Treasury Office of Foreign Assets Control ("**OFAC**") and all associated Executive Orders and public guidance issued by those government agencies; as well as the related export controls of other subject jurisdictional countries (collectively, the "**Export Control Laws**").
- (g) Prior to exporting or re-exporting (or requesting that Corteva export) any technology, material, or technical data necessary and specific to the production or development of export-controlled materials, items, or equipment from the United States, You shall promptly (with Our reasonable cooperation and assistance): (1) identify and notify Corteva of the Export Control Laws applicable to such technical data, materials, or equipment, (2) cooperate with and assist Us in obtaining any necessary licenses, consents, authorizations, or approvals for the export/re-export or transfer of such technical data, materials, or equipment; and/or (3) provide any documents requested by Us to demonstrate compliance with the Export Control Laws. In addition, You and Your Users shall not access any Corteva data from a country embargoed by the United States or allow transfer technical data, materials, or equipment to nationals of embargoed countries.

8. Warranties & Limitations of Liability. THE SYSTEMS ARE DELIVERED TO YOU AND YOUR USERS "AS IS" AND WITH ALL FAULTS. CORTEVA AND ITS AFFILIATES DO NOT AND CANNOT WARRANT PERFORMANCE OR RESULTS YOU OR YOUR USERS MAY OBTAIN BY ACCESSING OR USING THE SYSTEMS. EXCEPT TO THE EXTENT ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU AND YOUR USERS IN YOUR RESPECTIVE JURISDICTION, CORTEVA AND ITS AFFILIATES MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE), OF ANY KIND OR MATTER

WHATSOEVER AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, INTEGRATION, SATISFACTORY QUALITY, COURSE OF DEALING, CUSTOM USAGE, TRADE, OR PRIOR DEALING. CORTEVA AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SYSTEMS WILL BE UNINTERRUPTED, TIMELY, COMPLETE, OR ERROR-FREE. YOU AND YOUR USERS ACKNOWLEDGE AND AGREE THAT ANY INFORMATION OR ADVICE GIVEN OR PROVIDED BY CORTEVA OR ITS SHALL NOT BE DEEMED TO CREATE OR IN ANY WAY, INCREASE THE SCOPE OF WARRANTIES SET FORTH HEREIN, AND THAT YOU AND YOUR USERS SHALL NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

CORTEVA AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF DATA OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Any loss or damage occurring to You or Your Users arising from, related to, or in connection with the access to or use of the Systems or not having access to or use of the Systems, will be the sole responsibility of Your or Your Users.

Without limiting the foregoing, Corteva and its affiliates will not be liable to You or Your Users for: (a) any loss or corruption of Accessing Party data stored in or transmitted through the Systems; (b) any incorrect results obtained by using the Systems; (c) any interruption of access or use of the Systems for whatever reason; (d) access of any of Your or Your User's data by third parties; or (e) for toll fraud in accessing, using, or egressing the Systems.

9. Ownership & Use. All information, including, without limitation, data, created or contained in the Systems, including messages, which are related to Corteva's business, is the property of Corteva or one or more third parties, as the case may be ("**Information**"). You hereby assign to Corteva, to the extent You have the right so to do, all of Your and Your User's right, title, and interest in and to Information created on or submitted through or by the Systems. Except as otherwise required by Law, You hereby grant to Corteva a non-exclusive, perpetual, royalty free license to use Your Information for legitimate business purposes in furtherance of Your business relationship with Corteva and for no other purpose. Except as otherwise set forth in this Agreement, You and Your Users have no right, title, or license to any Information or to the Systems.

10. Indemnity. To the maximum extent permitted by Law, You agree to indemnify, defend, and hold safe and harmless Corteva, its affiliates, and Corteva's and its affiliates' respective officers, directors, employees, contractors, agents, consultants, suppliers, shareholders, licensors, representatives, successors and assigns from and against all claims, actions, suits, liabilities, losses, damages, judgments or settlements of any kind whatsoever (including all costs, reasonable attorneys' fees, and expenses incidental thereto), arising out of Your or Your User's (a) negligence; (b) willful misconduct; (c) violations of this Agreement; (d) any allegation that any submissions or content You or Your Users make available or create through the Systems infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party; or (e) violations of Law.

11. Computer Viruses or Malware. You shall be liable for all damage to or loss of computer files, data, or programs, disruption of use of all or any part of the Systems or other Corteva computer systems/programs/data, or other loss or damage to Corteva, which results in whole or in part, directly or indirectly, from You or Your User introducing a computer virus or other code designed to infiltrate, hack, destroy, corrupt, facilitate theft of data or software, or disable, modify or lock software or the Systems. You and Your Users agree to exercise reasonable care to detect and eliminate computer viruses using then-current industry standard security and anti-virus tools.

12. Software. In no event will You or Your Users copy, download, modify, reverse engineer, decompile, disassemble, or create derivative works of the Systems, Corteva software programs, or third-party software programs licensed to Corteva.

13. Internet Access. Except to the extent Internet access rights are expressly granted by Corteva to You and/or Your Users herein or otherwise in writing, access or use of the Internet through any Corteva gateway or other Corteva connection (collectively, "**Connection**") via the Systems must be conducted at a Corteva owned, leased, or managed site ("**Site**"). You agree that any such Connection by You or Your Users on or at a Site will only be for legitimate business purposes. You and Your Users will not use such Connection in violation of any Law and will not use such Connection in a way that will subject Corteva to any criminal or civil liability or reputational harm.

14. Assignment. This Agreement may not be assigned by You without Our prior written consent, which may be withheld by Us in Our sole judgment. Corteva, may without prior notice or consent, assign or otherwise transfer this Agreement to any party or affiliate.

15. Independent Contractor. Nothing in this Agreement will be construed to constitute You, Your Users or any of Your/their respective employees as being an employee, agent, joint venture, or partner of Corteva.

16. Criminal Background Checks. To the extent permitted by applicable Law, and in accordance with the document *US Supplier Criminal Background Investigation Requirements* available at <https://www.supplier-center.corteva.com> or upon request, You shall ensure (and certify upon request by Corteva) that a criminal background check of each of Your Users accessing the Systems has determined that each such individual (i) has not been convicted



of any felony or misdemeanor crime (or similar crimes in a non-U.S. jurisdiction) during the previous seven (7) years, and (ii) does not have any known criminal convictions that occurred prior to such seven (7) year period.

17. Entirety. Except for the DPA, Other Agreement, or Prior Confidentiality Agreement by and between You and Corteva, this Agreement embodies the entire understanding between You and Corteva and there are no contracts, agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.

18. Acceptance. You and Your Users' access to the Systems by Corteva shall be deemed acceptance of the terms and conditions of this Agreement by You and Your Users. By signing below, You or Your Users agree that You/they have read and agree to the terms and conditions of this Agreement and your signature shall also be deemed acceptance of the Agreement by Your Users. By signing below, You represent that you have sufficient authority to legally bind You, Your Users, and your organization/legal entity to the terms and conditions of this Agreement. **If You or Your Users do not agree to the terms and conditions of this Agreement, do not access or use the Systems and do not sign this Agreement.**

Accepted and Agreed to by: _____
Signature of Authorized Representative of Accessing Party

Printed Name of Authorized Representative of Accessing Party

Title of Authorized Representative of Accessing Party

Date

Legal Company Name: _____

Address: _____

Country: _____

Telephone: _____

E-Mail: _____