

Corteva Agriscience TECHNOLOGY USE AGREEMENT

2025 Growing Season / U.S. TUA valid through December 2025

This Technology Use Agreement ("TUA") is entered into by Grower and Corteva Agriscience to set forth the terms and conditions upon which Grower shall use Seed containing Corteva Sourced Technology (including, but not limited to, germplasm and conventional seed products, and products such as Optimum[®] GLY herbicide tolerance, Enlist E3[®] soybeans, Qrome[®] corn, Vorceed[®] Enlist[®] corn, etc.). All capitalized terms in this TUA shall have the meanings given to them in Article 1 below or as otherwise defined in the Agreement.

By signing below, the undersigned represents and agrees that: (1) he/she is eighteen (18) years of age or older; (2) he/she has read all pages of this TUA and understands the terms and conditions of the Agreement, including, without limitation, the terms and conditions set forth in the documents linked to this TUA via the hyperlinks provided below; (3) he/she is fully authorized to legally bind and to enter into the Agreement on behalf of the Grower identified in the Grower Information box below; and (4) the terms and conditions of the Agreement are legally binding on the Grower and all individuals and entities that will plant and grow crops from Seed on behalf of the undersigned and the Grower.

By: _____
Authorized Grower Signature Date Title of Person Signing

Printed Full Legal Name of Person Signing Corteva Customer or Business Partner ID (optional)

GROWER INFORMATION – Complete Section A OR Section B – PLEASE PRINT CLEARLY

Section A – For an Individual (Sole Proprietorship) Grower

Grower Legal Name – First MI Last

Farming or "Doing Business As" (d/b/a) Name, if applicable

Shipping/Mailing Address (do not use Legal Land Descriptions)

City State Zip Code

County Phone (Mobile)

E-mail Address

Section B – For a Business Entity Grower

Business Name

Business Type (Check One): Corporation Partnership
Limited Liability Company (LLC) Other

Authorized Representative (Legal Name)

Shipping/Mailing Address (do not use Legal Land Descriptions)

City State Zip Code

County Phone (Mobile)

E-mail Address

Section C - Seed Supplier

Business Name

City State Zip Code

Section D - Corteva

Send completed paper agreements using one of the following options:

- E-mail:** agreements@accelerate.com
- Mail:** AgCelerate
PO Box 221679
Charlotte, NC 28222-1679

Opt In: Please check box to receive electronic communications from Corteva Agriscience.

Yes, I would like to receive agronomy advice, special offers, product information, news and updates through electronic communications from Corteva. By checking this box, I agree to receive automated marketing texts from Corteva at the phone number provided above. I understand consent is not a condition of purchase.

"Personal Information" means any information that identifies, is related to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or where applicable, relates to an identifiable juristic person or legal entity.

"Pioneer" means Pioneer Hi-Bred International, Inc.

"Production Crop" means a crop the Grower produces for Corteva or a Corteva Licensee, utilizing Seed, pursuant to a valid Seed Production Agreement or similar agreement, which is controlled by Corteva or a Corteva Licensee.

"Purchased Seed" means Seed that is purchased by Grower from a Seed Seller under a fully executed TUA to which Grower and Corteva are parties, as amended pursuant to Update Notification(s), or otherwise.

"Representatives" means Corteva or Corteva Licensee representatives, agents, contractors and designees of any owner of Corteva Sourced Technology.

"Seed" means agricultural planting seed for all crops containing Corteva Sourced Technology, Enlist herbicides and/or intellectual property sold by Seed Sellers. Seed may contain Third-Party Trait Technology that is subject to such third-party's separate licensing arrangements.

"Seed Seller" means Corteva and those individual and entities authorized by Corteva to sell Seed.

"Seed Stock" means Seed that is owned by Corteva or a Corteva Licensee that is made available to a Grower to produce a single Production Crop.

"TUA Addendum" means an additional agreement entered into between the Grower and Corteva that defines use restrictions associated with Enlist-containing products in states and counties in the United States in which Enlist One[®] and Enlist Duo[®] herbicides are not registered for use.

"Third-Party Trait Technology" means proprietary trait technology from a technology provider other than Corteva.

"Update Notification" means a communication made to growers from time to time by Corteva with updated or new terms of the Agreement, which may include, without limitation, information regarding new and existing Corteva Sourced Technology, the patents licensed under the Agreement and any new or modified Agreement terms. Update Notifications will be distributed routinely and at Corteva's discretion.

2. LIMITED LICENSE:

2.1 Upon acceptance by Corteva of this TUA and for the term of the TUA, unaltered and duly executed by Grower, Grower is granted and hereby accepts, subject to the terms and conditions of the Agreement, a limited, non-transferable, revocable, non-exclusive, and non-sublicensable license by Corteva under the Licensed Rights solely to (i) purchase Seed from a Seed Seller or Corteva Licensee; and/or (ii) to plant Purchased Seed to produce a single commercial crop in the United States in a single growing season.

2.2 If Grower has entered into a current and valid seed production Agreement or similar agreement (collectively, referred to as **"Seed Production Agreement"**) with Corteva or a Corteva Licensee, Grower is granted and hereby accepts, subject to the terms and conditions of the Agreement, a limited, non-transferable, revocable, non-exclusive, non-transferable, non-sublicensable license to plant Seed Stock to produce a single Production Crop in the United States provided that all such Production Crop is delivered to, or its disposition is controlled by, Corteva or the Corteva Licensee.

2.3 In addition to the foregoing, when Grower purchases or receives Seed or Seed Stock and/or plants Purchased Seed or Seed or Seed Stock containing Enlist[®] technology, Grower receives a limited license to use Enlist herbicides in conjunction with Enlist[®] crops grown from such Purchased Seed or Seed Stock. This limited, non-transferable, revocable, non-exclusive, and non-sublicensable license applies solely to Grower's activities in the United States and does not authorize Grower to plant Seed in the United States that has been purchased in or acquired from another country or to plant Seed in another country that has been purchased/acquired in the United States.

2.4 Corteva is a member of SIPA, and reports made on the SIPA tip line or via the website regarding Corteva products will be directed to our Commercial Compliance Team. If you suspect illegal use of Corteva technology, traits, germplasm or herbicides, reports can be made anonymously using the Industry Tip Line (1-844-SEED-TIP) or website (www.seedipalliance.com) which are hosted by an independent organization, the Seed Innovations Protection Alliance (SIPA).

1. DEFINITIONS: Each of the following terms shall have the meaning specified below:

"Agreement" means, as of any date of determination, (i) this TUA; (ii) the then-current Guide(s); (iii) the then-current TUA Addendum(s); and (iv) the terms of the Delivery Ticket, all of which are incorporated herein and deemed a material part of the Agreement.

"Claim(s)" means any completed, actual, pending or threatened claim, action, suit, demand, or proceeding, whether in law or equity and whether civil, criminal, administrative or investigative (including any action by governmental authorities).

"Colex-D[®] Technology" means a Corteva-proprietary herbicide technology package comprised of 2,4-D choline, advanced formulation science and innovative manufacturing processes, which is specifically designed to provide ultra-low volatility, minimized potential for physical drift, decreased odor and improved handling characteristics.

"Corteva" and **"Corteva Agriscience"** means, collectively, Corteva Agriscience LLC, Pioneer Hi-Bred International, Inc., Corteva Agriscience MCS LLC, and their parents, affiliates and subsidiaries.

"Corteva Sourced Technology" means proprietary germplasm and all current and future seed trait technology as set forth in applicable Update Notification(s). Corteva Sourced Technology currently covered as Licensed Rights by this TUA includes, but is not limited to, the patents listed in Update Notification(s) provided at the time of execution of this TUA or thereafter.

"Delivery Ticket" means the document signed by Grower upon each delivery of Purchased Seed.

"Enlist[®] herbicides" means agricultural products that contain 2,4-D choline herbicide featuring Colex-D Technology.

"Grain" means material utilized for food, feed, and/or fuel and not planted/propagated in the future.

"Grower" means all individuals and/or entities associated with the farming operation identified in the applicable Grower Information box above.

"Guide" mean the Product Use Guide document(s) published and updated by Corteva from time to time that specify, among other things, stewardship management practices for Seed, Enlist herbicides and Corteva Sourced Technology.

"Licensed Rights" means all patent claims (registered and unregistered), trade secrets, rights existing under the US Plant Variety Protection Act (or its foreign equivalents) and other intellectual property rights relating to Corteva Sourced Technology or Enlist herbicide that are reasonably necessary for a Grower's exercise of the limited license granted under Article 2 below with respect to Purchased Seed or Seed Stock. The Licensed Rights of as of any date of determination are set forth in the current Update Notification.

"Licensee" means an entity that has a valid, active agreement with Corteva granting such entity a license to produce and sell Corteva seed trait technology in its seed products.

"Loss(es)" means all damages, losses, awards, judgments, settlements, assessments, liabilities, taxes, levies, penalties, fines, charges, costs and expenses (including any court costs and reasonable legal and professional fees and expenses, including in investigating and preparing for litigation or proceeding) and any other payments.

"Patents" means Corteva patents, registered and unregistered, held in the United States and/or Canada.

