



Request for Corteva™ Agriscience China Safety Certificate(s):

Instructions:

Complete the following form, including signature from Applicant. Mark what China Safety Certificates are requested below. Submit the pdf in the application request at www.traitstewardship.com.

Company Name ("APPLICANT"):

(enter exact company name as it is to appear on the Certificate(s) above)

Describe type of entity:

Street Address:

Contact Person:

City:

Title:

State/Province:

Phone (including Country code):

Postal Code:

Email Address:

Country:

Re-enter Email Address:

Safety Certificates for the requested events listed below (each a "Covered Event") have been issued to Corteva Agriscience or its affiliates ("Company") by the Ministry of Agriculture and Rural Affairs ("MARA") of the People's Republic of China ("PRC"). A copy of the Safety Certificate may be required by the PRC to obtain authorization to import shipments of grain or byproducts containing a Covered Event into the PRC.

<u>Crop</u>	<u>Event</u>	<u>Crop</u>	<u>Event</u>
Corn	DP4114	Soybean	DAS-44406-6
Corn	TC1507	Soybean	DAS-81419-2
Corn	DAS-59122-7	Soybean	DP-305423-1
Corn	DAS-40278-9	Soybean	DP-305423-1 X MON-04032-6

As a condition to obtaining a copy of the MARA issued safety certificate ("Safety Certificate") for a Covered Event from the Company to assist the Applicant in connection with Applicant's obtaining any required authorizations for importation of grain or byproducts containing Covered Event(s) into the PRC, Applicant hereby expressly acknowledges and agrees to the following terms and conditions:

- The Safety Certificate for Covered Event(s) is based on a proprietary package of safety data and information provided to MARA by the Company and no rights in or to such data are provided or granted to Applicant;
- Applicant will use the Safety Certificate only in connection with its importation of shipments containing Covered Event(s) into the PRC;
- Applicant shall not provide a copy of the Safety Certificate, directly or indirectly, to any third party other than providing to the appropriate PRC regulatory body as part of satisfying any import requirements;
- Applicant shall comply with all applicable laws and regulations regarding the transactions or activities for which the Safety Certificate is used;

- Applicant shall enroll in the system designated by the Company, if required by Company, which may require testing for identification of event DAS-44406-6, input of information in the Company or its affiliates systems, execution of licensing agreements, and/or any other measures necessary to track grain and grain byproduct containing the event DAS-44406-6 for the purpose of payment of royalties to the Company or its affiliates related to event DAS-44406-6;
- Applicant expressly acknowledges that the Company is a member of Excellence Through Stewardship® (ETS) and that Company products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with Company policies regarding stewardship of those products, and further that crops and materials containing biotech traits may only be exported to or used, processed, or sold in jurisdictions where all necessary regulatory approvals have been granted for those crops and materials, it may be a violation of national and international laws to move materials containing biotech traits across borders into jurisdictions where their import is not permitted, and that end-users must take all steps within their control to follow appropriate stewardship requirements and confirm their buyer's acceptance of the grain or other material being purchased;
- Material containing Covered Event(s) is only authorized in the PRC for human food and animal feed uses and Applicant shall ensure that grain and byproduct(s) imported into the PRC by Applicant will only be used as raw materials for processing for food and feed use;
- Applicant shall take all necessary measures to ensure that grain and byproducts containing Covered Event(s) imported into the PRC will not be used, transferred, or distributed for planting, cultivation, breeding, crop production or research purposes;
- Applicant shall take all necessary measures to ensure that grain and byproducts containing Covered Event(s) imported into the PRC will not be released into the environment or used in a way that would cause potential impacts to biological diversity, sustainable utilization or human health;
- Applicant shall provide all documents and records associated with Applicant's use of the Safety Certificate upon request by Company;
- Applicant acknowledges and agrees Applicant is solely responsible for its use of the Safety Certificate and that Company is not responsible for, or liable to Applicant or any third party for, Applicant's use of the Safety Certificate;
- APPLICANT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIMS, ACTIONS, JUDGMENTS, LOSSES, LIABILITIES, PENALTIES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM, RELATED TO, OR IN CONNECTION WITH APPLICANT'S USE OF THE SAFETY CERTIFICATE;
- Applicant's breach of the terms and conditions herein will cause irreparable injury to the Company;
- Applicant's right to use the Safety Certificate automatically terminates if Applicant is not in compliance with these terms and conditions;
- Company is providing Applicant with the Safety Certificate in reliance upon Applicant's undertakings herein contained;
- This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument;
- Applicant may request modifications, provided, however, any such modifications are only binding if agreed to in writing by Company;
- Upon agreement of these terms and conditions by Recipient, the RECIPIENT DECLARES FULL AND CLEAR UNDERSTANDING OF ALL PROVISIONS HEREIN; and
- This Agreement shall be governed and construed under the laws of the state of Iowa, United States of America, without regard to its choice of law provisions and Applicant hereby consents to the personal jurisdiction of the state and federal courts located in the state of Indiana, United States of America for the adjudication of any dispute arising out of or relating to this Agreement.

Applicant Officer's Name (typed):

Applicant's Title:

Applicant's Signature:

Date:

Corteva™ Agriscience

**Bill Belzer
Director, Global Product Stewardship
Corteva Agriscience**

Officer's Signature:

Date:

For questions or information regarding China Safety Certificates, email: safetycert@corteva.com.

For other questions, contact Michael Smith, Corteva Agriscience (Michael.smith@corteva.com) or (+1 515-321-2681).