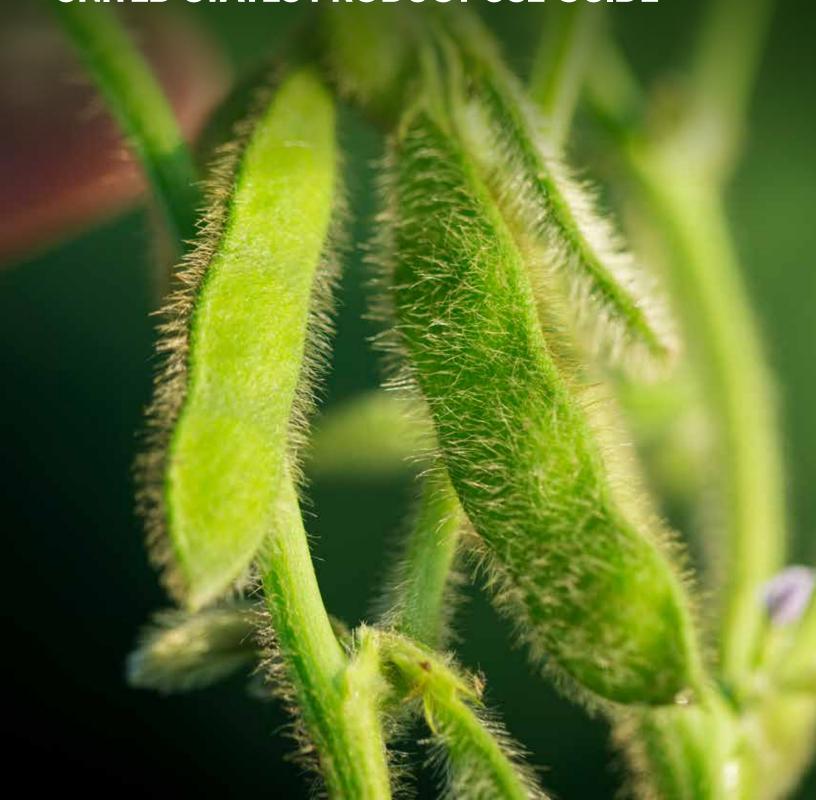


# 2024 SOYBEAN UNITED STATES PRODUCT USE GUIDE



## Introduction

This 2024 Product Use Guide provides technical information about Corteva Agriscience™ soybean products and sets forth requirements and guidelines for the use of these products. Please read all of the information pertaining to the technology you will be using, including stewardship and related information.

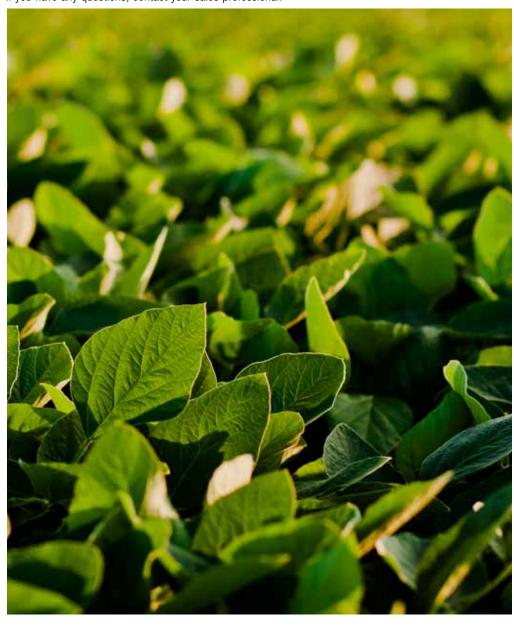
This technical guide is not a pesticide product label. It is intended to provide additional information and to highlight approved uses from certain product labels. Read and follow all precautions and label instructions on any agricultural or pesticide products that you are using.

Not all products described in this Product Use Guide are available in all brands.

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If you have any questions, contact your sales professional.



## Stewardship Overview

#### A Message About Stewardship

Corteva Agriscience is committed to the responsible management of all its seed products.

By accepting delivery of any Corteva Agriscience product, growers are contractually obligated to comply with all laws, regulations, and Corteva Agriscience stewardship requirements described in Product Use Guide(s) and any product-specific stewardship requirements, as each may be amended from time to time by Corteva Agriscience.

Proper stewardship of Corteva Agriscience products is beneficial to growers and other stakeholders, including enabling continued grower access to Corteva leading germplasm and biotechnology traits in seed products and helping to enhance grower productivity and profitability. Proper stewardship also promotes responsible use of these products, such as mitigating potential resistance development to enhance long-term durability of Corteva Agriscience technologies. When combined with best management practices, Corteva Agriscience products provide options for growers and their customers. To help enable grower success and protect Corteva technologies, growers must agree and understand the stewardship requirements, such as potential grain use restrictions, including but not limited to:

- Sign and comply with the Corteva Agriscience Technology Use Agreement (TUA), which may be amended from time to time. Signing the TUA permits access to the Corteva Agriscience germplasm and the biotech trait technologies in Corteva Agriscience seed products.
- Follow Stewardship requirements detailed in Product Use Guide(s), (www.corteva.us/Resources/trait-stewardship.html) and on product-specific labels.
- Read and follow all seed, pesticide, or other product labels and information.
- Implement appropriate product-specific Insect Resistance Management (IRM) and/or Herbicide Resistance Management (HRM) practices, as required by Corteva Agriscience and the U.S. Environmental Protection Agency (EPA). Following IRM and HRM requirements helps limit development of insect and herbicide resistance and helps to maintain the long-term durability of these technologies.
- Use of Corteva Agriscience seed products solely for producing a single commercial crop encourages the development of better, high yield potential germplasm and additional technologies and innovations, further improving agricultural productivity.
- Growers are required to discuss trait acceptance and grain purchasing policy with the grain purchaser or grain handler prior to the delivery and sale of crop products (e.g., grain or other plant material containing biotech traits) and only deliver grain to a purchaser or grain handler that agrees grain and by-products will be marketed in markets where such products are authorized for the specific use. For more detailed information on the status of a trait or stack, please visit www.biotradestatus.com.
- Follow any additional stewardship requirements that Corteva Agriscience deems necessary for a particular product (e.g., grain or feed use or geographical planting restrictions, or use of an authorized herbicide).
- Any forward-looking statements made by Corteva Agriscience related to regulatory approval timelines by their nature address matters that are, to different degrees, uncertain. Any forward-looking statements of anticipated regulatory authorization timelines are not guarantees of government agency action and are based on certain assumptions and expectations of future events that may not be realized.
- Contact your local sales professional for more information.

By using Corteva Agriscience products, growers further understand and agree that (1) all crops and materials containing biotech traits (e.g., grain, meal, etc.) may only be (a) exported, transferred or moved to or (b) used, processed, or transferred in jurisdictions where all necessary regulatory authorizations have been granted for those crops and materials for such activities, (2) it may be unlawful to export, transfer, or move materials containing biotech traits across borders into jurisdictions where their import and use is not authorized, including through a third party, and (3) products authorized in the United States may or may not be authorized in all global markets; therefore, the combination of these traits and the grain and certain byproducts (including oil, meal, etc.) from these products may not be authorized in some markets.



## Our Commitment to Excellence Through Stewardship®

#### www.excellencethroughstewardship.org

Corteva Agriscience is a member of Excellence Through
Stewardship® (ETS). Corteva Agriscience products are
commercialized in accordance with ETS Product Launch
Stewardship Guidance and in compliance with the Corteva
Agriscience policies regarding stewardship of those products.
In line with these guidelines, our product launch process
for responsible launches of new products includes a longstanding process to evaluate export market information, value
chain consultations, and regulatory functionality. Growers and
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.
For more detailed information on the status of a trait or stack,
please visit www.biotradestatus.com.

Excellence Through Stewardship® is a registered trademark of Global Stewardship Group.

## Integrated Pest Management

As a grower, integrated pest management (IPM), provides you the opportunity to tailor how you manage weeds, insects, and diseases in your fields. IPM integrates responsible use of traits, crop protection products, and cultural management practices to:

- Prevent the buildup of pests through starting with a clean field and rotating crops and traits.
- Use seed products, planting technology, and seedling rates that are appropriate for a given crop in a particular geographic area.
- Scout: Monitor for pest populations throughout the growing season to determine if treatment is necessary.
- Intervene when required, using combination of approaches to manage the pest population.
- Use appropriate maturity products and harvest schedules, destroying crop residue promptly.
- Minimize over-wintering of pests through soil management practices.
- Use crop rotation, including products with different traits, to delay onset of resistance.
- Use multiple modes of action in crop protection products to reduce likelihood of resistance development.

#### **Monitoring Insect Pests**

It is important to carefully monitor fields for all pests to determine whether treatment with a pest control method is needed. Scouting techniques and remedial pest control treatments should address the fact that larvae must hatch and feed before incorporated plant protection technologies have an effect on the pests. Scouting should be performed regularly, particularly after periods of heavy or sustained egg laying (especially during bloom), to determine whether larval survival is significant in a particular field.

#### **Weed Management**

Herbicide tolerance technology provides convenient, effective, and economical weed control in crops. However, intensive long term use of any single herbicide mode of action can lead to the development of weeds resistant to that mode of action. Planting crops that enable use of multiple herbicide modes of actions as part of an IPM program can provide consistent, effective weed control while reducing the potential for resistance development. Talk to your local sales professional about the herbicide tolerance in your crops.





Corteva Agriscience supports the Take Action effort. Take Action is an industry-wide partnership between university scientists, major crop protection providers and organizations representing corn, cotton, sorghum, soybean and wheat growers to help them manage pests such as herbicide-resistant weeds. The Take Action effort encourages you to develop a proactive strategy to manage herbicide-resistant weeds that incorporates a diverse set of controls. To find out more about how you can take action, visit <a href="https://www.iwilltakeaction.com">www.iwilltakeaction.com</a>, or contact your local extension office.

CORTEVA AGRISCIENCE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES INCLUDING BUT NOT LIMITED TO THOSE THAT ARE LABELED FOR USE IN CROP(S) CONTAINING CORTEVA TECHNOLOGY. CORTEVA AGRISCIENCE AND ITS AFFILIATED COMPANIES SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN CROPS CONTAINING CORTEVA TECHNOLOGY. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES, OR THE IMPACT TO CORTEVA TECHNOLOGY FROM THE USE OF SUCH PRODUCTS, SHOULD BE DIRECTED TO THOSE COMPANIES. IT IS THE GROWER'S OBLIGATION TO READ AND FOLLOW PRODUCT LABEL REQUIREMENTS. CORTEVA AND ITS AFFILIATED COMPANIES ARE NOT RESPONSIBLE FOR ANY MISUSE OR MISAPPLICATION OF PRODUCTS, INCLUDING PESTICIDES, BY A GROWER.

Additional stewardship information may be found at <a href="https://www.corteva.us">www.corteva.us</a> or consult your local sales professional. You may also contact Corteva Agriscience at: 1-800-258-3033.

#### **Herbicide Groups**

The Weed Science Society of America categorizes herbicides into different groups based on their mode of action. If a given weed population has plants resistant to a herbicide in one group, that weed population may not be able to be effectively managed using only other herbicides in that group. However, that weed population may be able to be managed with a different herbicide from a different herbicide group, whether alone or in combination with a herbicide from that same group, or by using other weed management practices, such as mechanical practices. Note that herbicide classification may not, in all circumstances, address weeds resistant to particular herbicides. Consult your local sales professional, state cooperative extension service, professional consultants, or other qualified individuals to discuss appropriate actions to address specific weeds that appear to show resistance to a particular herbicide.

#### Roundup Ready Technology Endangered Species Initiative Requirement

Before making an application of any glyphosate-based herbicide product, licensed growers of crops containing Roundup Ready® technology must access the website **pre-serve.org** to determine whether any mitigation requirements apply to the planned application to those crops, and must follow all applicable requirements. The mitigation measures described on the website are appropriate for all applications of any glyphosate-based herbicide to all crop lands. Growers making ground or air applications to crop land with a use rate of less than 3.5 lbs or 0.7 lbs of glyphosate a.e./A, respectively, or glyphosate applied in Alaska, Oklahoma, Pennsylvania or South Dakota are not required to access the website. If a grower does not have web access, the seed dealer can access the website on behalf of the grower to determine the applicable requirements, or the grower can call **1-800-332-3111** for assistance.

#### Integrated Weed Management (IWM)

There is no "one size fits all" to any weed management program. We recommend inquiring the advice of your local agronomist or technical advisor to develop a local integrated weed management solution that utilizes widely accepted best management practice (BMPs) concepts.

Maintain clean fields by using the following best practices:

#### 1) START CLEAN

- a. Scout fields before and after use of any management tactic
- Keep accurate records of your management tactics used and their results, including any indications of changes in response with difficult to control weeds
- c. Control weeds early, generally before exceeding 15 cm in height

#### 2) KEEP CLEAN

- a. Use correct herbicide(s) for the weed spectrum, with proper rates and timing
- Rotate modes of action ensuring herbicides used provide effective control of the target weed species present in your field.
- c. Incorporate sound agronomic practices that improve your crop's ability to compete effectively with weeds

#### 3) LEAVE CLEAN

- a. Control weed escapes that can occur before or after harvest
- b. Thoroughly clean equipment to avoid field to field weed spread



#### **Herbicide Resistant Weeds**

occur at a site or location:

Weed resistance is a serious problem that all of us need to consider when planning our integrated weed management program. Herbicide resistance is the ability of a weed biotype to survive a herbicide application, where under normal circumstances that herbicide applied at the recommended rate would kill the weed. The Herbicide Resistance Action Committee (HRAC) offers additional assistance in confirming herbicide resistance on their website hracglobal.com. Understanding risk for herbicide resistance is important. Table 1 below will help assess the risk of resistance developing in each field. Grower awareness and proactive management of herbicide resistant weeds are part of a successful weed control program. Suspected herbicide resistance is defined as the situation where the following three indicators

 Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds.

- A spreading patch of non-controlled plants of a particular weed species;
   and
- Surviving plants mixed with controlled individuals of the same species.

With confirmed herbicide resistance, other weed management practices should be employed to control and prevent the spread of a population of herbicide resistant weeds. Your Corteva Agriscience sales professional can provide recommendations for a particular herbicide resistant weed. Report any incident of non-performance against a specific weed of the herbicide used to your Corteva sales professional, local retailer, or county extension agent. Corteva Agriscience herbicide product labels include weed resistance management language and approved labels, including supplemental labeling, must be in possession of the user at the time of pesticide application and can be obtained by contacting your state's pesticide lead agency or the website <a href="https://www.cdms.net">www.cdms.net</a>.

Table 1. Assessment of the Risk of Resistance Development per Target Species (The major risk factors within a cropping system)

	Risk of Resistance			
Management Option	Low	Moderate	High	
Herbicide mix or MOA rotation in cropping system	≥3 MOAs	2 MOAs	1 MOA	
Integrated Weed Control	ted Weed Control Cultural, Mechanical, & Chemical		Chemical only	
Use of same MOA per season Once		More than once	Many times	
Cropping system	Full Rotation	Limited rotation	No rotation	
Resistance status to MOA	Unknown	Limited	Common	
Weed infestation	Low	Moderate	High	
Control in last 3 years	Good	Declining	Poor	



## The Enlist® weed control system

The Enlist® weed control system is here for the long haul, and here's why: It's based in science and backed by stewardship. This unrivaled system starts with Enlist® herbicide-tolerant traits that enable the use of our powerful Enlist® herbicides. The Enlist® Ahead management resource provides tools and training to make sure you get the most from the system.

This reference guide is not intended as a substitute for the product label for product(s) referenced herein. Always read and follow all label directions and precautions for use when using any pesticide alone or in tank-mix combination. Failure to follow the label, including any supplemental label precautions, is considered a misuse under federal law.





HERBICIDE TOLERANCES
ENLIST E3® SOYBEANS
2,4-D choline
Glufosinate
Glyphosate

To find product labels and additional resources about the Enlist® weed control system, visit Enlist.com or scan the QR code:





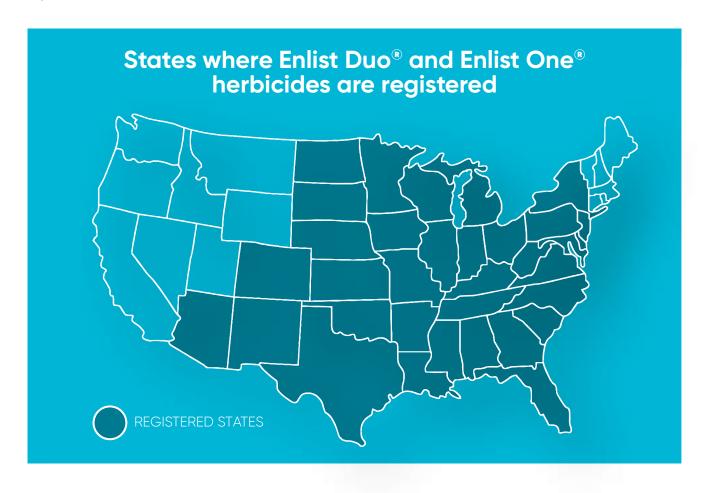


## Straight-goods 2,4-D choline with additional tank-mix flexibility

Convenient proprietary blend of 2,4-D choline and glyphosate

Enlist One® herbicide is a straight-goods 2,4-D choline product with Colex-D® technology that provides additional tank-mix flexibility with products listed on EnlistTankMix.com, such as Liberty® herbicide, glyphosate herbicides, residual herbicides, fungicides and insecticides. Enlist Duo® herbicide with Colex-D technology combines the proven performance of 2,4-D choline and glyphosate in a convenient, proprietary blend.

Following burndown, Enlist Duo® and Enlist One® herbicides with Colex-D® technology are the only herbicides containing 2,4-D that are authorized for preemergence and postemergence use with Enlist® crops. Consult Enlist® herbicide labels for weed species controlled. Enlist Duo and Enlist One herbicides are not registered for use or sale in all states and counties; are not registered in AK, CA, CT, HI, ID, MA, ME, MT, NH, NV, OR, RI, UT, VT, WA and WY; and have additional subcounty restrictions in AL, GA, TN and TX, while existing county restrictions still remain in FL. All users must check "Bulletins Live! Two" no earlier than six months before using Enlist One or Enlist Duo herbicide. To obtain "Bulletins," consult <a href="www.epa.gov/espp/">www.epa.gov/espp/</a>, call 844-447-3813, or email espp@epa.gov. You must use the "Bulletin" valid for the month and state and county in which Enlist One or Enlist Duo herbicide are being applied. Contact your state pesticide regulatory agency if you have questions about the registration status of Enlist® herbicides in your area. ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO USE ANY PESTICIDE PRODUCT OTHER THAN IN ACCORDANCE WITH ITS LABELING. ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED FOR SUCH USE IN THE STATE OF APPLICATION. USE OF PESTICIDE PRODUCTS, INCLUDING, WITHOUT LIMITATION, 2,4-D-CONTAINING PRODUCTS NOT AUTHORIZED FOR USE WITH ENLIST CROPS, MAY RESULT IN OFF-TARGET DAMAGE TO SENSITIVE CROPS/AREAS AND/OR SUSCEPTIBLE PLANTS, IN ADDITION TO CIVIL AND/OR CRIMINAL PENALTIES. Additional product-specific stewardship requirements for Enlist crops, including the Enlist Product Use Guide, can be found at <a href="maintainstatements">TraitStewardship.com</a>. Always read and follow label directions.



## Get the best results with the Enlist® Ahead management resource

**Enlist®** Ahead is a management resource that helps you get the best results from the Enlist® weed control system while protecting the herbicide-tolerant technology for the future, helping you:

- Make on-target applications on your crops.
- Select and use different sites of action in the same growing season.
- Mitigate herbicide resistance and prevent new resistance development in your fields.

#### As part of Enlist Ahead, you can:

- Download the Enlist® Ahead app for readily accessible information on your iOS device.
- Visit <u>Enlist.com</u> for an overview of the Enlist weed control system, an online training module and other technical information.
- Visit EnlistTankMix.com for qualified tank-mix partner listings.
- Get support from your local Corteva Agriscience crop protection territory manager and Enlist<sup>®</sup> field specialist.

Following the best practices presented in Enlist Ahead will help you achieve optimum results and sustain the long-term performance of the Enlist® weed control system. Growers of Enlist® crops must read and follow the refuge and Insect Resistance Management (IRM) requirements in Product Use Guides found at TraitStewardship.com.



## Take control of tough weeds with Enlist Duo® and Enlist One® herbicides

Use Enlist® herbicides as the cornerstone of a season-long program approach for weed management on crops with Enlist® traits.

## Enlist® herbicides control tough and herbicide-resistant weeds, including, but not limited to:

- Common ragweed
- Marestail<sup>3</sup>
- Giant ragweed
- Morningglory
- Lambsquarters
- Waterhemp³
- ✓ Velvetleaf
- Pigweed<sup>3</sup>

(including Palmer amaranth<sup>3</sup>)

For a full listing of 90+ weeds controlled, reference the labels for Enlist Duo® and Enlist One® herbicides.

## On-target characteristics of 2,4-D choline with Colex-D® technology

How Enlist herbicides differ from 2,4-D ester, amine and other traditional formulations:

- Near-zero volatility
  - 2,4-D choline is 96% less volatile than 2,4-D ester.
  - 2,4-D choline is 88% less volatile than 2,4-D amine.
- Reduced physical drift potential
- Better handling characteristics



## Use the right application rate

Apply 4.75 pints of Enlist Duo® herbicide or 2 pints of Enlist One® herbicide per acre to young, actively growing weeds, according to the product label directions. It's essential to spray when weeds are 6 inches tall or less and to use the full herbicide rates. These practices help ensure best weed management and help prevent and mitigate the development of herbicide resistance.

- <sup>3</sup> May require a broader management plan including timely application and use of a soil residual herbicide.
- <sup>4</sup> Always read and follow the product label as well as state and local requirements

#### Key practices to remember:

- Use full labeled rates for best weed management.
- Spray when weeds are young, 6 inches tall or less.
- Spray when weeds are actively growing.

The product labels for Enlist Duo® and Enlist One® herbicides also contain important information about application equipment requirements, restrictions and precautions, and weed management.

POSTEMERGENCE APPLICATION RATE			
Enlist Duo® herbicide	4.75 pt./A		
Enlist One® herbicide	2 pt./A		

#### Postemergence passes on Enlist® acres

Enlist® traits enable multiple options for postemergence herbicide sprays, allowing design of a program approach to fit each acre. Consider your weed pressure and agronomic situation when assessing which Enlist® herbicide and tank-mix partners work best.

ENLIST DUO® HERBICIDE	ENLIST ONE® HERBICIDE + LIBERTY® HERBICIDE	ENLIST ONE® HERBICIDE + GLYPHOSATE	
Enlist Duo herbicide @ 4.75 pt./A	Enlist One herbicide @ 2 pt./A	Enlist One herbicide @ 2 pt./A	
Ammonium sulfate (AMS) as needed	Liberty herbicide @ 2 pt./A Liberty herbicide is the preferred glufosinate of the Enlist® weed control system.  1.5 to 3 lb./A of AMS	Glyphosate     @ high rate     AMS as needed	
Check EnlistTankMix.com for all qualified AMS and qualified glyphosate products. <sup>5</sup>			

<sup>&</sup>lt;sup>5</sup> Products listed on <u>EnlistTankMix.com</u> have not been tested for crop response or physical tank-mix compatibility, Listing on website does not imply agronomic recommendation or endorsement of use

<sup>&</sup>lt;sup>6</sup> Talk with your retailer for recommendations on preemergence and residual herbicides for your farm.



#### Use Enlist® herbicides as the cornerstone of your program approach

You'll have the greatest success in weed management if you use an Enlist® herbicide as part of a program approach for weed control in Enlist® crops. This improves weed control, reduces weed competition during key stages of crop growth and helps manage herbicide resistance.

#### Key practices to remember:

- Enlist® herbicides can be used in burndown, preemergence and postemergence passes on crops with the Enlist® trait.
- Enlist herbicides are rainfast within four hours.
- Up to three applications may be made per season (2 pt./A per application for Enlist One® herbicide or 4.75 pt./A per application for Enlist Duo® herbicide, where consistent with runoff management practices.
- One application at burndown or preemergence
- Up to two applications postemergence, at least 12 days apart
- Always include a true broad-spectrum soil residual herbicide<sup>6</sup> in your weed management plan.
- Consider using a layered residual, such as a Group 15 herbicide (e.g., S-metolachlor, pyraxasulfone, acetochlor), in your post passes for longer-lasting weed control.

#### Soybean program approach

Start clean with tillage or burndown Plant Enlist E3® soybeans

Apply soil residual herbicide\*

Apply Enlist® herbicides Apply through R1 growth stage

HERBICIDE

Enlist Duo COLEX•D\* technology



HERBICIDE

**Afforia**® Sonic® Surveil® **Enlite**® Trivence<sup>®</sup> **Envive®** 

HERBICIDE

Enlist One Enlist Duo COLEX•D" technology COLEX\*D\* technology

Apply glyphosate Apply no later than R2 growth stage

Apply Liberty® herbicide Apply up to R1 growth stage

Liberty Herbicide

#### **Enlist One**

COLEX•D\* technology

No plant-back restrictions for Enlist E3® soybeans for either Enlist One® or Enlist Duo® herbicide.

#### **Elevore**®

Arylex<sup>™</sup>active

(See label for plant-back restriction)

#### **EverpreX**<sup>®</sup>

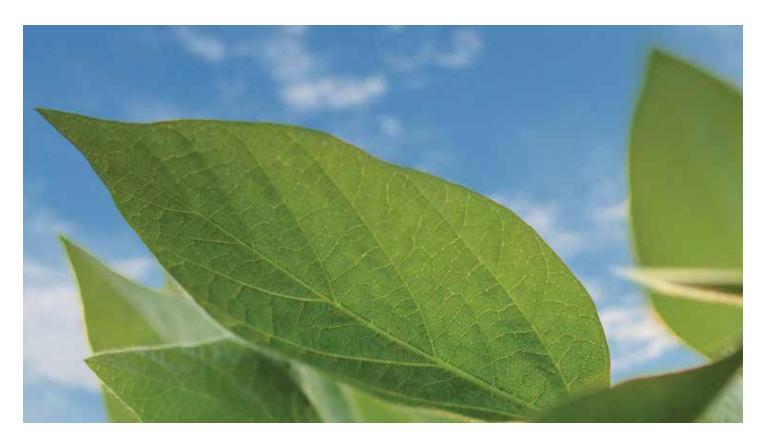
(Also lavered residual use)

\*Visit EnlistTankMix.com for a full list of qualified tank-mix partners with Enlist One® or Enlist Duo® herbicide. Always reference product labels for application cutoff timing.

Tillage or burndown Planting Preemergence Postemergence/tank-mix







## What to know about Enlist E3® soybean varieties

When you plant Enlist E3® soybean varieties, you get crop tolerance to 2,4-D choline, glufosinate and glyphosate. Enlist E3® soybeans provide crop tolerance that enables you to use Enlist Duo® or Enlist One® herbicide as the cornerstone of a program approach for weed control.

### HERBICIDE TOLERANCE OF ENLIST E3® SOYBEAN VARIETIES

2,4-D CHOLINE

**GLUFOSINATE** 

**GLYPHOSATE** 

## When growing Enlist E3® soybeans near conventional soybeans and/or soybeans without the Enlist E3® trait (coexistence)

Soybeans are a naturally self-pollinating crop with very low risk of mixing by cross-pollination.

## Use only herbicides authorized for application on Enlist E3 soybeans

Enlist Duo and Enlist One herbicides with Colex-D® technology are the only herbicides containing 2,4-D that are authorized for preemergence and postemergence use with Enlist E3 soybeans. Following burndown, use of unauthorized 2,4-D products that are not Enlist® herbicides on Enlist E3 soybeans, or other crops with the Enlist® trait, is not permitted and could lead to loss of access to Enlist® technology. Enlist Duo and Enlist One herbicides are not registered for sale or use in all states or counties. Contact your state pesticide regulatory agency to determine if a product is registered for sale or use in your area.8

Enlist Duo® and Enlist One® herbicides have additional county restrictions in AL, GA, TN and TX. Contact your state pesticide regulatory agency to determine if a product is registered for sale or use in your area. Additional product-specific stewardship requirements for Enlist® crops can be found at Enlist.com. Always read and follow label directions.



Scan the QR code with your mobile device to learn more about seed coat color variation.

#### \*Seed coat

#### Understanding seed coat color variation in Enlist E3® soybeans

In addition to ease of use, exceptional weed control and high yield potential with Enlist E3® soybeans, farmers may occasionally see a seed coat color variation. This color variation in Enlist E3 soybeans is from naturally occurring substances found in soybeans. It typically appears as a light brown band connecting ends of the hilum and/or light brown shadows on each side of the hilum. It can range from very slight to a darker tint and varies in frequency, geography, growing season (year to year) and position on the plant or within pods. The seed coat color variation is not due to application of herbicides, such as 2,4-D choline.

Based on our years of study and experience, we're confident in the performance and grain quality of Enlist E3 soybeans. And when it comes to getting genetics with high yield potential and unparalleled weed control, we think you'll like what you see with Enlist E3 soybeans.

## Soybean Technologies

Not all products described in this Product Use Guide are available in all brands.



When you plant Enlist E3® soybean varieties, you get crop tolerance to 2,4-D choline, glyphosate and glufosinate. Enlist E3 soybeans provide crop tolerance that enables you to use Enlist Duo® or Enlist One® herbicide as part of a program approach for weed control. See Enlist Product Use Guide and consult <a href="https://www.Enlist.com">www.Enlist.com</a> for more information.



Plenish® high oleic soybean oil offers consumer nutrition benefits with broad applications. It represents a soy-based trans fat solution for food companies and restaurants, with the taste consumers prefer. For more information on Identity Preservation related to Plenish soybeans, refer to <a href="https://www.pioneer.com/home/site/us/products/soybean/enhanced-oil-soybeans/">https://www.pioneer.com/home/site/us/products/soybean/enhanced-oil-soybeans/</a>.



BOLT® technology offers customers a herbicide system for cleaner fields and more options to adjust crop acres with changing market and growing conditions. BOLT technology enables farmers to plant soybeans immediately following burndown with sulfonylurea (SU) herbicides for effective, long-lasting control of problem weeds.



Soybean varieties with Roundup Ready 2 Xtend® technology contain in-plant tolerance to glyphosate and dicamba herbicides. Refer to the Monsanto Technology Use Guide at tug.monsanto.com for more information on these traits and proper use practices.



**Glyphosate** 

Soybean varieties with Roundup Ready 2 Yield® or other Glyphosate Tolerant traits contain in-plant tolerance to the active ingredient in Roundup® agricultural herbicides. Please refer to the Monsanto Technology Use Guide at tug.monsanto.com for more information on these traits and proper use practices.



Soybeans with the LibertyLink® trait have built-in tolerance to Liberty® herbicide.

## **STS®** herbicide tolerant trait

Soybeans with the STS® trait have built-in tolerance to specific sulfonylurea soybean herbicides as clearly noted on their herbicide label.

## Intellectual Property Protection

Corteva invests more than \$1 billion each year in research and development of new product innovations to help growers succeed. Corteva's innovations are protected by a variety of intellectual property protection, such as patents and plant variety certificates so that we can reinvest in the future and continue to deliver high yielding, adapted, and sustainable products for years to come. Accordingly, the purchase of Corteva Agriscience varieties, hybrids and traits are done under a limited license to use Corteva seed products only for planting a single commercial grain crop and the grower agrees to not bin run or save grain to be used as seed.

Misappropriation of seed products and seed technology (brown bagging or bin-run seed) reduces the overall investment available for new innovations. These innovations ultimately help you increase production and meet new pest and production challenges.

Corteva is committed to protecting the intellectual property of traits, varieties, and hybrids we produce, sell and license to ultimately benefit our customers, sales teams, licensees, and business partners and want to remind you of some tools designed to protect innovations, such as Enlist E3® soybeans.

**1. Technology Use Agreements:** Growers are required to sign the Corteva Technology Use Agreement (TUA) prior to obtaining Corteva seed products and traits. The TUA outlines the grower's

responsibilities and obligations regarding Corteva-provided intellectual property and following and adhering to the Corteva Product Use Guides so that growers implement proper product stewardship.

**2. Tip Line:** If anyone suspects illegal use of Corteva traits or germplasm or use that is otherwise inconsistent with the TUA or Corteva's Product Use Guides, the expectation is that these activities are immediately reported using the industry Tip Line (1-844-SEED-TIP) or website (seedipalliance.com), both

of which are hosted by an independent organization, the Seed Innovations Protection Alliance (SIPA). Submissions made on the SIPA tip line or via the SIPA website can be made anonymously.

#### Why is a TUA required?

- A TUA is required for the purchase of any Corteva Agriscience seed and technologies - all crops, biotech and non-biotech. The TUA serves as an agreement between the customer and Corteva Agriscience and confirms that the customer understands and agrees to follow all license terms, stewardship and applicable legal responsibilities related to their seed products.
- Even though some products do not contain biotech traits, the TUA protects the intellectual property associated with non-biotech products such as germplasm and other intellectual know-how and patents.
- The TUA grants a limited license for the grower to use/plant Corteva Agriscience seed containing Corteva Agriscience sourced technologies (including germplasm, non-biotech traits, and biotech traits) and produce a single commercial grain crop.
- The TUA requires growers to use and follow the applicable product use guide and labels (seed and herbicide). The TUA prohibits certain activities such as saving seed or use of unauthorized herbicides, including on Enlist® or glyphosate tolerant crops (where applicable).

By abiding by your Corteva Agriscience Technology Use Agreement, you are helping Corteva Agriscience continue to invest in advances in genetics and technology that bring forward new research discoveries and agreeing to follow appropriate product stewardship. These discoveries ultimately help growers increase production and meet new pest and production challenges now and in the future.

## Coexistence

For decades, multiple agricultural systems have successfully coexisted in the United States and around the world, from initial production through supply chains to the ultimate end users. Over time, management practices to facilitate these different agricultural systems have developed and have been continuously improved so that high purity and high quality seed and grain is available to help growers, handlers, and end-users maximize opportunities and take full advantage of the wide variety of technologies available to each. One example of successful coexistence is the production of similar commodities in close proximity, such as field corn, sweet corn, white corn, and popcorn. Coexistence strategies should be designed to meet market requirements using science-based industry standards and management practices, and should be flexible to facilitate diverse options and choice for growers and the food and feed supply chain. This flexibility also should include the ability of coexistence strategies to be modified as changes in products, markets, or practices take place. The on-going success of coexistence has depended upon cooperation, communication, flexibility, and mutual respect for each cropping system among the entire value chain. Over the years, growers have adapted to changes and innovation in agriculture by using new farm management practices, new technologies, and other appropriate practices and can continue to do so into the future.

It is therefore incumbent on all growers to consider and implement management practices to satisfy the relevant marketing and stewardship practices required by the desired end market. By choosing to grow any crop, growers are inherently agreeing to use practices appropriate to ensure the integrity and marketability of those crops for the intended market and that suitable management and stewardship practices are being implemented,

considering each neighbors' farm management. This is true regardless of the particular market being served, whether it is specialty crops, identity-preserved crops, organically-produced crops, conventionally produced crops or crops with biotech traits.

For products receiving premiums, the grower is producing a crop supported by a special market price, and therefore assumes responsibility for meeting any applicable market specifications to receive the applicable premium price from that market. Likewise, for products containing biotech traits that may not yet be approved in certain export markets or have special considerations related to production practices (e.g., herbicide application, specialty characteristics), the grower assumes responsibility for the stewardship conditions and implementation related to use of such technologies. Even though the ultimate responsibility is on the grower producing a crop for a particular market to implement appropriate stewardship practices and requirements, including those communicated by a seed provider, it is also each grower's responsibility to communicate with and be aware of the planting intentions of his or her neighbors to gauge the need for any appropriate management and coexistence practices. By communicating what is being grown on neighboring fields and the potential implications of those crops on each growers' management decisions, growers can utilize some of the following coexistence considerations to limit potential conflicts, while acknowledging the generally recognized and accepted occurrence of the movement of incidental amounts of pollen:

 What is the crop biology and what are the product characteristics, specifically considering whether or not the crop is self-pollinating or cross-pollinating;

- What options exist to arrange or select planting locations and fields to help minimize the potential for outcrossing to or from a particular crop, by considering, for example, appropriateness of buffer rows, environmental windbreaks, or land devoted to conservation;
- What options exist related to staggering planting times to help temporally isolate a given crop from the potential of unintended outcrossing;
- What are cleaning and handling options for a particular crop that could help to minimize the potential for inadvertent commingling during planting, harvesting or cleaning activities, considering the use of planters, combines, seed storage bins, seed hopper/boxes, transportation vehicles, and other
- equipment pre- and post-harvest; and
- Understanding characteristics of applied technologies or pest management tools and the potential impact to different types of crops planted in the vicinity.

In today's agricultural marketplace, growers share common goals of increasing productivity and profitability, and through planning and proactive management measures, coexistence can help all growers meet their productivity goals and stewardship responsibilities while respecting their neighboring farming operations.

## Seed Treatment Stewardship

Seed treatments, including fungicides, insecticides, nematicides, and amendments, play a critical role in agriculture and the production of a healthy crop. In addition to helping manage against early season pests and diseases, they serve as a viable alternative to foliar and soil applications.

Seed treatment management and responsible stewardship play a vital role in sustaining our environment while maximizing crop health. Responsible stewardship practices help maintain seed and seed treatment integrity, which keeps the active ingredient on the seed to achieve the maximum crop health benefit for the investment. In addition, these practices help minimize the

potential for adverse effects on producers and the environment, including pollinators, which may be present at the time of planting.

Additional best management practices can be found: http://seed-treatment-guide.com/

For a short video on treated seed stewardship, click here or type into your web browser the following: <a href="https://www.youtube.com/watch?v=pGGviLUNagw">https://www.youtube.com/watch?v=pGGviLUNagw</a>

For more information on pollinator health visit: http://honeybeehealthcoalition.org

## **Steps for Stewardship of Treated Seed**

#### Follow Directions -

Follow directions on treated seed container labeling for handling, storage, planting and disposal practices.



#### Minimize Dust -

Use advanced seed flow lubricants that minimize dust.





#### Eliminate Weeds -

Eliminate flowering plants and weeds in and around the field prior to planting.



#### BeeAware -

At planting, be aware of honey bees and hives located near the field, and communicate with beekeepers when possible.



#### Clean and Remove -

Completely remove all treated seed left in containers and equipment used to handle harvested grain, and dispose of it properly. Keep all treated seed out of the commodity grain channels.

For detailed information about stewardship of treated seed, check out www.seed-treatment-guide.com











## Product Use Statement

#### **Product Product Use Statement** Enlist E3® soybeans contain the Enlist E3 trait that provides crop safety for over-the-top applications of glyphosate, glufosinate and 2,4-D choline herbicides featuring Colex-D® technology when applied according to label directions. 2,4-D products that do not contain Colex-D technology are not authorized for use in conjunction with Enlist E3 soybeans. Following burndown, Enlist Duo® and Enlist One® herbicides with Colex-D® technology are the only herbicides containing 2,4-D that are authorized for preemergence and postemergence use with Enlist® crops. Consult Enlist® herbicide labels for weed species controlled. Enlist Duo and Enlist One herbicides are not registered for use or sale in all states and counties; are not registered in AK, CA, CT, HI, ID, MA, ME, MT, NH, NV, OR, RI, UT, VT, WA and WY; and have additional subcounty restrictions in AL, GA, TN and TX, while existing county restrictions still remain in FL. All users must check "Bulletins Live! Two" no earlier than six months before using Enlist One or Enlist Duo. To obtain "Bulletins," consult epa.gov/espp/, call 1-844-447-3813, or email ESPP@epa.gov. You must use the "Bulletin" valid for the month and state and county in which Enlist One or Enlist Duo are being applied. Contact your state pesticide regulatory agency if you have questions about the registration status of Enlist® herbicides in your area. ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO USE ANY PESTICIDE PRODUCT OTHER THAN IN ACCORDANCE WITH ITS LABELING. ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED FOR SUCH USE IN THE STATE OF APPLICATION. USE OF PESTICIDE PRODUCTS, INCLUDING, WITHOUT LIMITATION, 2.4-D-CONTAINING PRODUCTS NOT AUTHORIZED FOR USE WITH ENLIST CROPS, MAY RESULT IN OFF-TARGET DAMAGE TO SENSITIVE CROPS/AREAS AND/OR SUSCEPTIBLE PLANTS, IN ADDITION TO CIVIL AND/OR CRIMINAL PENALTIES. Additional product-specific stewardship requirements for Enlist crops, including the Enlist Product Use Guide, can be found at www.traitstewardship.com.Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions. ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS. YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING. PATENT STATEMENT: The technology incorporated into this seed is protected under one or more U.S. patents which can be found at: www.traitstewardship.com. The purchase of these seeds includes a limited license to produce a single soybean crop in the United States (or other applicable country). The use of seed from such a crop or the progeny thereof for propagation or seed multiplication or for production or development of a hybrid or different variety of seed is strictly prohibited. Resale or transfer of the seed is strictly The transgenic soybean event in Enlist E3® soybeans is jointly developed and owned by Corteva Agriscience and M.S.Technologies L.L.C. This variety contains the BOLT® technology. WARNING: The BOLT technology will only safeguard this variety against applications of sulfonylurea (SU) herbicides registered for use with soybeans. The BOLT technology will NOT safeguard this variety against other herbicide chemistries which are labeled to be used only over-the-top of crops that have a different and specified herbicide resistance gene. Varieties with BOLT® technology provide excellent plant-back flexibility for soybeans following application of sulfonylurea (SU)



herbicides as a component of a burndown program or for double-crop soybeans following SU herbicides applied to wheat the previous fall. Always read and follow herbicide label directions prior to use.

Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions.

ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS. YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.

The purchase of these seeds includes a limited license to produce a single soybean crop in the United States (or other applicable country). The use of seed from such a crop or the progeny thereof for propagation or seed multiplication or for production or development of a hybrid or different variety of seed is strictly prohibited. Resale or transfer of the seed is strictly prohibited.

Product	Product Use Statement
ROUNDUP READY 2 TEND SOYBEANS	Roundup Ready 2 Xtend® Soybeans contain MON 87708 and MON 89788. Roundup Ready 2 Xtend® Soybeans have tolerance to glyphosate and dicamba herbicides when applied according to label directions.  ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. It is a violation of federal and state law to use any pesticide product other than in accordance with its labeling. NOT ALL formulations of dicamba or glyphosate are approved for in-crop use with Roundup Ready 2 Xtend® soybeans. ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED FOR SUCH USES AND APPROVED FOR SUCH USE IN THE STATE OF APPLICATION. Contact the U.S. EPA and your state pesticide regulatory agency with any questions about the approval status of dicamba herbicide products for in-crop use with Roundup Ready 2 Xtend® soybeans.  Herbicides: Roundup Ready 2 Xtend® Soybeans contains genes that confer tolerance to glyphosate and dicamba. Glyphosate herbicides will kill crops that are not tolerant to glyphosate. Dicamba will kill crops that are not tolerant are not some agrees to use on Roundup Ready 2 Xtend® soybeans only the labeled glyphosate herbicides, labeled dicamba herbicides, or other herbicides which have been registered and labeled for use in Roundup Ready 2 Xtend® Soybeans by all appropriate regulatory agencies and subject to any additional restrictions on dicamba herbicide product labels.  Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions.  ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS.  YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.  PATENT STATEMENT: The technology incorporated into this seed is protected under one or more U.S. patents which can be found at: www.traitstewardship.com. The purchase of these seeds includes a limited license t
Roundup 2 YIELD SOYBEANS	Roundup Ready 2 Yield® Soybeans contain MON 89788. Roundup Ready 2 Yield® technology provides crop safety for over-the-top applications of labeled glyphosate herbicides when applied according to label directions.  Herbicides - Grower may use any selective herbicide labeled for soybeans at grower's discretion and risk. Grower agrees to use on Roundup Ready 2 Yield® Soybeans only one of the labeled glyphosate herbicides or other non-selective herbicides which have been registered and labeled for use on Roundup Ready 2 Yield® Soybeans by all appropriate regulatory agencies. Always read and follow herbicide label directions prior to use.  Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions.  ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS.  YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.  PATENT STATEMENT: The technology incorporated into this seed is protected under one or more U.S. patents which can be found at: www.traitstewardship.com. The purchase of these seeds includes a limited license to produce a single soybean crop in the United States (or other applicable country). The use of seed from such a crop or the progeny thereof for propagation or seed multiplication or for production or development of a hybrid or different variety of seed is strictly prohibited. Resale or transfer of the seed is strictly prohibited. Roundup Ready 2 Yield® is a registered trademark of Bayer Group.
<b>Glyphosate</b>	This variety contains genes that confer tolerance to glyphosate herbicides. <b>WARNING:</b> Glyphosate herbicides will kill crops that are not tolerant to glyphosate. Glyphosate tolerance will <b>NOT</b> safeguard this variety against other herbicide chemistries which are labeled to be used only over-the-top of crops that have a different and specified herbicide resistance gene. Always read and follow herbicide label directions prior to use.  Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions. <b>ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS. YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.</b> The purchase of these seeds includes a limited license to produce a single soybean crop in the United States (or other applicable country). The use of seed from such a crop or the progeny thereof for propagation or seed multiplication or for production or development of a hybrid or different variety of seed is strictly prohibited. Resale or transfer of the seed is strictly prohibited.

These seeds contain the LibertyLink® trait. These seeds and the plants grown from these seeds produce the PAT (phosphinothricin acetlytransferase) protein that provides resistance to Liberty® herbicide (glufosinate). You acknowledge and agree that BASF is a third-party beneficiary of the 1) Technology Agreement, 2) the Use Restrictions, Limitation of Warranty and Liability; Other Terms on this bag, and 3) the product use statements attached to this bag, and may enforce the terms and conditions in all these agreements against the purchaser of this seed bag and all persons acting on his behalf.

**WARNING:** You may use any glufosinate herbicide, but only if it has federally approved label instructions for use over soybeans containing the Soybean Event, and the product and the use label for such soybeans have been approved by your specific state. Contact the product manufacturer, the local retailer or the local extension agent for confirmation that the product carries EPA and state approved labeling for this use. Always read and follow herbicide label directions prior to use.

BASE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF GLUFOSINATE HERBICIDE(S) OTHER THAN THE BASE GLUFOSINATE HERBICIDE (LIBERTY®) WHICH ARE LABELED FOR USE OVER SOYBEAN CONTAINING THE SOYBEAN EVENT. BASE SPECIFICALLY DENIES ALL RESPONSIBILITY AND DISCLAIMS ANY LIABILITY FOR ANY DAMAGE FOR THE USE OF OTHER GLUFOSINATE HERBICIDES OVER-THE-TOP OF SOYBEANS CONTAINING THE SOYBEAN EVENT. ALL QUESTIONS AND COMPLAINTS CAUSED BY THE USE OF GLUFOSINATE HERBICIDES OTHER THAN LIBERTY® SHOULD BE DIRECTED TO THE SUPPLIER OF THE PRODUCT IN QUESTION.

Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions.

### ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS. YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.

**PATENT STATEMENT:** The technology incorporated into this seed is protected under one or more U.S. patents which can be found at: www.traitstewardship.com. The purchase of these seeds includes a limited license to produce a single soybean crop in the United States (or other applicable country). The use of seed from such a crop or the progeny thereof for propagation or seed multiplication or for production or development of a hybrid or different variety of seed is strictly prohibited. Resale or transfer of the seed is strictly prohibited.

Liberty® LibertyLink® and the Water Droplet Design are registered trademarks of BASF.

This variety contains a trait providing enhanced tolerance to labeled specific sulfonylurea soybean herbicides. The STS® gene will not safeguard this variety against other herbicide chemistries which are labeled to be used only over-the-top of crops that have a different and specified herbicide resistant gene. Always read and follow herbicide directions prior to use.

Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions.

### ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS. YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.

The purchase of these seeds includes a limited license to produce a single soybean crop in the United States (or other applicable country). The use of seed from such a crop or the progeny thereof for propagation or seed multiplication or for production or development of a hybrid or different variety of seed is strictly prohibited. Resale or transfer of the seed is strictly prohibited.

LIBERTY

LINK<sup>®</sup>



By:

#### Corteva Agriscience TECHNOLOGY USE AGREEMENT

2024 Growing Season / U.S. TUA valid through December 2024

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, 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 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.

Authorized Grower Signature	Date		Title of Person Sigr	ning
Printed Full Legal Name of Person Signing			Corteva Customer	or Business Partner ID (optional
GROWER INFORMATIO	N – Complete Se	ction A <u>OR</u> Secti	on B – PLEASE	PRINT CLEARLY
Section A - For an Individual (Sole Proprietorship) Grower		Section B — For a Business Entity Grower		
Grower Legal Name – First MI La	ıst	Business N Business T	ame ype (Check One):	Corporation Partne Limited Liability Company (LL
Farming or "Doing Business As" (d/b/a) Name, if applicable		Authorized	Representative (Lega	al Name)
Shipping/Mailing Address (do not use Legal Land Descriptions)	<b>1</b>	Shipping/M	ailing Address (do not	tuse Legal Land Descriptions)
City State	Zip Code	City		State
County Phone (Mobile)		County		Phone (Mobile)
E-mail Address		E-mail Addre	SS	
Section C - Seed Supplier		Yes, I would like	to receive agronomy advice	eceive electronic communications fr
Business Name		the phone number	r provided above. I underst	q this box, I agree to receive automated man and consent is not a condition of purchase. ion that identifies, is related to, describes, is
City State	Zip Code	associated with, or an identifiable jurist	could reasonably be linked ic person or legal entity.	d, directly or indirectly, with a particular indiv
Section D - Corteva	<del>.</del>	"Production Crop	Pioneer Hi-Bred Internation  'means a crop the Growe	r produces for Corteva or a Corteva Licens
Send completed paper agreements using one of the following  1. E-mail: agreements@agcelerate.com	options:	"Purchased Seed' and Corteva are pa	means Seed that is purch rties, as amended pursuar	nent, which is controlled by Corteva or a Conased by Grower from a Seed Seller under it to Update Notification(s), or otherwise.
2. Mail: AgCelerate PO Box 221679 Charlotte, NC 28222-1679		Corteva Sourced To	echnology.	a Licensee representatives, agents, contractions containing Corteva Sourced Technology

- 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); (ii) the then-current Update Notification(s); and (iii) the terms of the Delivery Ticket, all of which are incorporated herein and deemed a material
- "Claim(s)" means any completed, actual, pending or threatened claim, action, suit, demand, or proceeding, whether in la 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, PhytoGen Seed Company, 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
- "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
- "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 Enlish terbicide that are reasonably necessary for a Grower's sexercise of the limited license granted under Article 2 below with respect to Purchased Seed or Seed Stock. The Licensed Rights 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

eceive electronic communications from Corteva Agriscience.

special offers, product information, news and updates through electronic this box, I agree to receive automated marketing texts from Corteva at and consent is not a condition of purchase.

Limited Liability Company (LLC)

Partnership

Other

Zip Code

- on that identifies, is related to, describes, is reasonably capable of being , directly or indirectly, with a particular individual or where applicable, relates to
- r produces for Corteva or a Corteva Licensee, utilizing Seed, pursuant to a valid nent, which is controlled by Corteva or a Corteva Licensee.
- nased by Grower from a Seed Seller under a fully executed TUA to which Grower it to Update Notification(s), or otherwise.
- entatives, agents, contractors and designees of any owner of
- "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
- "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.
- "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 (or the case that Purchased Seed is alfalfa, multiple commercial forage crops within a season or seasons) 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-sublicenseable 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 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 full legal use of Corteva traits or germplasm, reports can be made anonymously using the Industry Tip Line (1-844-SEED-TIP) or website (www.seedpalliance.com) which are hosted by an independent organization, the Seed Innovations Protection Alliance (SIPA).

#### PROHIBITED ACTIVITIES:

With respect to Corteva Sourced Technology, Grower acknowledges and agrees that Grower is NOT permitted to do any of the following and should Grower, or someone on Grower's behalf, perform any of the activities listed below, shall result in Grower being in breach of this TUA:

For further information or to view the current Technology Use Agreement, Update Notification or a Product Use Guide, go to www.traitstewardship.com or contact Corteva Agriscience at 1-800-258-3033

#### PROHIBITED ACTIVITIES continued

- supply, sell, transfer, license, sublicense or otherwise distribute any Seed, Seed Stock, or Corteva Sourced Technology to any other person, entity or other third-party for planting or any other purposes; accept any Seed or Seed Stock from any third-party other than a Seed Seller, Corteva, or a Corteva Licensee; save, clean or use any crop produced from Seed for planting and/or supply crop produced from Seed for planting and/or supply crop produced from Seed for planting and planting of any crop produced from Seed is not licensed and shall constitute infringement of Corteva's Patents, unless specifically permitted by a written agreement with Corteva or a Corteva Licensee;
- specifically permitted by a written agreement with context or a context or careful characteristics. Plant Seed for seed production unless and only if, Grower has entered into a valid, written Seed Production Agreement or similar agreement with Corteva or a Corteva Licensee, which requires Grower to physically deliver the resulting crop either to Corteva or the Corteva Licensee
- Corteva or the Corteva Licensee; sell for non-seed purposes all of the Seed produced; purchase or otherwise obtain from Corteva or the Corteva Licensee any of the Seed produced unless, after physical delivery by Grower to Corteva or the Corteva or the Corteva Licensee, the Seed has been conditioned, packaged and delivered by Corteva or the Corteva Licensee to Grower in the same manner as Seed sold by Corteva or the Corteva Licensee to Grower in the same manner as Seed sold by Corteva or the Corteva Licensee to growers who have not entered into a Seed Production Agreement; and/or use or allow others to use Seed, plant any Seed or use any crop or plant material produced from Seed, for crop breeding,
- research, or generation of herbicide or other regulatory registration data. Grower may not conduct research on Grower's crop produced from Seed.

- produced from Seed.

  In addition to the above Prohibited Activities, and with respect to Enlist® crops and herbicide use on those crops, Grower acknowledges and agrees:

   the Grower is NOT permitted to use any pyridyloxy-carboxylate herbicides (e.g., triclopyr, fluroxypyr) on Enlist E3®sybean or Enlist Cotton crops for spring burn-down, pre-plant, pre-emergence or post emergence application, unless the product is expressly labeled for use on Enlist E3 soybean or Enlist cotton;

   following burn-down (including pre-emergence use), Grower is NOT permitted to use any phenoxy-carboxylate herbicide-containing product (e.g., containing 2.4-D, 2.4-DB, MCPA, dichlorprop, LVS, MCPB, mecoprop), which is NOT expressly labeled for use in conjunction with Enlist crops and does not contain 2,4-D choline with Colex-D technology; and/or

   following burndown, Grower is NOT permitted to use any aryloxyphenoxy-propionates (AOPP) herbicides (e.g., quizalforp, cyhalforp, diclofop, diclofop, fenoxaprop, fluazifop) on emerged Enlist® corn, unless the product is expressly labeled for use in conjunction with Enlist corn:

  Should Grower, or someone on Grower's behalf, perform any of the activities listed above, they shall be in breach of this TUA.

Grower further acknowledges and agrees that the limited license(s) granted herein do not convey or otherwise transfer any ownership rights of Corteva Sourced Technology or Enlist® herbicides to Grower.

#### 3. UPDATES AND DOCUMENTS THAT ARE PART OF THIS AGREEMENT:

- 3.1 Each Update Notification is hereby incorporated into this TUA and deemed a material part of the Agreement once posted on 
  www.traitstewardship.com. For so long as Grower has a valid TUA in effect with Corteva, Corteva will provide notice of Update 
  Notifications to Grower to the email address or physical address provided by Grower in the Grower Inform box above.

  3.2 Current Guides are available from Seed Sellers, from Corteva directly and on 
  www.traitstewardship.com.
- 3.3 Until this TUA is terminated or superseded as set out in Article 5, the terms and conditions of use set forth on the packag container or label (including bag/lags) (collectively, "Label Terms") of Purchased Seed and terms and conditions of the Deli Ticket are hereby incorporated herein and deemed a material part of the Agreement.
- incet are nereby incorporated nerein and deemed a material part of the Agreement.

  3.4 Grower acknowledges and agrees that updates of the Agreement, any Update Notification and any Guide published from time to time by Corteva are incorporated herein and deemed a material part of the Agreement once posted on
- 3.5 Grower's use of Seed after Corteva posts an update on <a href="www.trailstewardship.com">www.trailstewardship.com</a> which updates of this TUA, the Agreement, an Update Notification or a new Guide, constitutes Grower's accord and agreement to be bound by the provisions of such updated or new documents.
- 3.6 Inconsistencies among (i) the Update Notification, (ii) the TUA; (iii) relevant Guide(s), each as posted on <a href="https://www.traitstewardship.com">www.traitstewardship.com</a> at the time Grower opens a bag or container of Seed for planting; and (iv) Label Terms, shall be resolved in the following order: first, in favor of the Update Notification, second, the TUA, third, the Guide(s) and fourth the Label training the second of the Update Terms.

#### 4. STEWARDSHIP AND COMPLIANCE:

- 4.1 Grower agrees to read and follow all applicable laws and regulations, all applicable Guides, the terms of the Delivery Ticket and the Label Terms associated with Corteva Sourced Technology and Enlist herbicides. Grower agrees to follow the best management practices, recommendations and guidelines provided in all applicable Guides.
- 4.2 Grower agrees to read and follow all insect Resistance Management ("IRM") requirements set forth in the Guide, including any requirements to establish and maintain a refuge. Failure to follow IRM requirements may result in loss of access to insect protected hybrids for at least one year.
- insect protected hybrids for at teast one year.

  4.3 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. Grower agrees to always read and follow directions for use on pesticide, insecticide, fungicide or herbicide labeling as set forth in the 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.
- 4.4 Grower acknowledges and agrees that, following burndown, the only 2,4-D-containing herbicide products that can be used with Enlist crops are products containing Colex-D Technology and are expressly labeled for use on Enlist crops.
- 4.5 Grower agrees to follow Herbicide Resistance Management ("HRM") practices, such as pre-and post-application field scouting and reporting. Lack of herbicide efficacy must immediately be reported to Corteva.
- 4.6 Grower agrees to provide Grower's reasonable cooperation to Corteva and the Representatives in connection with their efforts to verify Grower's compliance with stewardship, IRM, HRM and other requirements of the Agreement, including, but not limited to, completing written and oral questionnaires and cooperating with Corteva and third-party on-farm Mcompliance assessments.
- 4.7 Corteva is a member of Excellence Through Stewardship® ("ETS"). Corteva Seed products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with Corteva's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Any crop or material covered by the Agreement including, but not limited to, proprietary plant varieties and/or hybrid products can only be exported to, or used, processed or sold in countries Imited to, proprietary plant varieties and/or hybrid products can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted. Growers must talk to their Grain handler or product purchaser to confirm their buying position for these products and Grower build idrect crops, Grain, or material produced from Seed only to appropriate markets. Any crops, Grain, or material produced from Seed can only be exported to, or used, processed, or sold in countries where all necessary regulatory approvals have been granted. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship® is a
- 4.8 Grower will provide information, as reasonably requested by Corteva, Seed Sellers or Representatives, including, without limitation, USDA Farm Service Agency crop reporting information, Form 578 and corresponding aerial photographs, for the sole purpose to verify compliance with the Agreement (including, without limitation, the license grant, stewardship, IRM, HRM and other requirements).
- A 9 in addition, upon request by Corteva, Seed Sellers or Representatives, Grower shall furnish copies of invoices and other relevant documents related to Grower's purchases of Seed and chemical transactions and Grower also agrees to disclose to Corteva, Seed Sellers and/or Representatives certain information, including the locations of all fields, to confirm compiliance with the Agreement following Corteva's actual (or attempted) or all communication with Grower and not later than seven (7) day after the date of a written request from Corteva, including the locations of all fields planted with crops containing Corteva Sourced Technology or where Enlist herbicide as applied, the identities of all herbicides applied to these fields and other data as specified in the Guide(s).
- 4.10 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 agrees to provide tax exemption certificates as reasonably requested by Corteva or Seed Sellers.

#### 5. PRIVACY

5.1 Grower hereby consents to the collection, use and disclosure of Grower's Personal Information by and between: (i) Corteva: (iii) retailers, including but not limited to Seed Sellers, from which Grower purchases Corteva products; (iii) Corteva partners and service providers for the purpose of administering Corteva offers, including validation of product purchases and calculation/ issuance of rebates and rewards, marketing, surveys, direct mail, digital and social media communication and to improve and modify our products and to personalize services; and (iv) Corteva partners and service providers for purposes of conducting or farm IRM or other compliance assessments. Corteva wants the Grower to be familiar with how Corteva collects, uses and larm into or other compliance assessments. Cortieva wains the Grower to be rainliair with now conteva context, suces and discloses information. Any information collected from this TUA, the Agreement, through the provision of services or products, or through Corteva websites or mobile applications generally will be handled in accordance with the Corteva Privacy Statement accessible at https://www.corteva.com/us-privacy-rights.html. In addition, the California Notice at Collection is accessible at <a href="https://www.corteva.com/us-privacy-rights.html.">https://www.corteva.com/us-privacy-rights.html.</a> In addition, the California Notice at Collection is accessible at <a href="https://www.corteva.com/us-privacy-rights.html/holicaticollection.25">https://www.corteva.com/us-privacy-rights.html/holicaticollection.25</a>. By providing Personal Information to Corteva, drower agrees to the terms and conditions of the Privacy Statement. Different Corteva websites and mobile applications have different purposes, uses and features, consequently, a specific privacy disclosure or statement may apply and each such privacy disclosure or statement may apply and each such privacy disclosure or statement supplements and amends the Corteva Privacy Statement.

#### 6. TERM AND TERMINATION:

6.1 Excluding those provisions that by their nature need to survive termination of this TUA in order to effectuate their purpose,

this TUA, once signed by Grower and accepted by Corteva, will remain in effect until terminated or superseded. Grower or For further information or to view the current Technology Use Agreement, Update Notification or a Product Use Guide, go to <a href="www.ti-tup">www.ti-tup</a>.

Corteva may terminate this TUA at any time and for any reason by at least thirty (30) days (or one hundred eighty (180) days in Minnesota or ninety (90) days in Wisconsin) written notice of termination to the other party at the address specified in section A, B

or D above.

6.2 In addition to the foregoing, Corteva reserves the right to revoke Grower's right to use any Corteva Sourced Technologies and Enlist herbicides upon at least thirty (30) days (or one hundred eighty (180) days in Minnesota or ninety (90) days in Wisconsin) written notice to the Grower. All license grants granted pursuant to this TUA shall automatically terminate upon the termination of this TUA, without the need for further notice or action. In the case of termination by Grower, such notice of termination must include Grower's full legal name, address and license number. Upon termination of this TUA or al license granted hereunder with respect to any Corteva Sourced Technology and Enlist herbicides for any reason, (i) Grower shall terminate the use of all Seeds containing the particular Corteva Sourced Technology or Enlist herbicides, which may require destruction; (ii) Grower shall return unused Seeds containing such Corteva Sourced Technology to Corteva at Grower's cost; and (iii) Grower will no longer have a right to purchase or use Seed containing such Corteva Sourced Technology or Enlist herbicide. Notwithstanding the foregoing, Grower's obligations and Corteva's rights that arose under this Agreement prior to termination will continue in effect.

#### 7. CORTEVA SOURCED TECHNOLOGY FEES:

7.1 Grower agrees to pay a designated Corteva entity or Corteva Licensee all applicable fees that are a part of, associated with or collected with the purchase and use of any Seed and/or Corteva Sourced Technology or Enlist herbicide upon Corteva's payment terms then in effect. Corteva reserves the right to change from time to time the amount of and how it charges Corteva Sourced Technology or Enlist herbicide fees. Grower shall pay interest to Corteva on any past-due fees at the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, whichever is less, from the applicable due date for such fees until paid. An payments received by Corteva may be applied to unpaid fees, interest or other charges in Corteva's discretion.

#### 8. PRODUCT DESCRIPTION EXPRESS WARRANTY:

8.1 Corteva warrants that the Purchased Seed conforms to the written description(s) on the label, package, bag, tag or container within tolerances, if any, established by law, when used in accordance with the applicable directions and in compliance with the

#### 9 DISCI AIMER OF WARRANTY

9.1 TO THE EXTENT ALLOWABLE BY LAW, THE EXPRESS WARRANTY ABOVE EXCLUDES, AND IS IN LIEU OF, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HERBY EXPRESSLY DISCLAIMED. All applicable AND OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. All applicable warranties are contingent upon the proper use in the application for which the Seed was intended and does not cover Seed which has been modified in any manner (including, but not limited to, insecticide or fungicide seed treatment, in-furrow fertilizers, biologicals or micronutrient products of any kind not provided directly by or otherwise approved by Corteva) or which have been subjected to improper storage, abuse, misuse, alteration or neglect. CORTEVA DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING ANY SEED OR PRODUCT NOT COVERED BY THIS TUA ("THIRD-PARTY PRODUCT"), INCLUDING, BUT NOT LIMITED 10, THIRD-PARTY PRODUCT THAT IS LABELED FOR USE ON PIONEER BRAND SEED OR OTHER CORTEVA AGRISCIENCE PRODUCTS. CORTEVA SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THIRD-PARTY PRODUCT WITH PIONEER BRAND SEED OR OTHER CORTEVA AGRISCIENCE PRODUCTS. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF THIRD-PARTY PRODUCT SHOULD BE DIRECTED TO THE COMPANIES PROVIDING OR PRODUCING SUCH THIRD-PARTY PRODUCT. ANY REPRESENTATION OR WARRANTY RELATED TO ANY CORTEVA PESTICIDE PRODUCT IS LIMITED SOLELY TO ANY REPRESENTATIONS OR WARRANTYS MADE AS PART OF THE SALE OF SUCH CORTEVA PESTICIDE PRODUCT.

#### 10. LIMITATION OF LIABILITY AND PROMPT NOTICE OF CLAIM:

10.1 GROWER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, CLAIMS ALLEGING BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OR NEGLIGENCE), SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO (I) REPAYMENT OF THE AMOUNT OF THE PURCHASE PRICE OF THE APPLICABLE SEED, OR (II) REPLACEMENT OF THE AFFECTED SEED, AT THE ELECTION OF CORTEVA AND ITS APPLICABLE SEED SELLER. CORTEVA SHALL BEAR NO LIABILITY FOR LOSS OF OR DAMAGE TO SEED AFTER SEED HAS BEEN DELIVERED TO THE PARTY PURCHASING THE SEED. For clarity, Corteva shall not indemnify Grower for Grower's (or any other person(s) not acting on behalf of Corteva) negligence, violation of the Agreement, violation of any law or regulation or any other Losses or any other outcomes resulting from Grower's or Grower's employees, contractor's, or agent's decisions, actions or failure to act.

10.2 IN NO EVENT SHALL CORTEVA, ITS SEED SELLERS OR LICESEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SEED OR OTHER CORTEVA PRODUCT. CORTEVA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED AND MAKES NO STATEMENT HIT 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 SEED, OR, IN EACH CASE, CONTAINED IN THE SEED. THESE TERMS ARE INDEPENDENT OF THE REGULATORY STATUS OF ANY TECHNOLOGY ONTAINED IN, OR SEED FOR USE WITH, THE SEED, INCLUDING PESTICIDE PRODUCTS.

10.3 Because Corteva must have sufficient time to investigate any Claim regarding the performance or non-performance the Seed, no Claim can be asserted against Corteva unless Grower gives notice to Corteva within fifteen (15) days after Grower first observes or has knowledge of indications that the performance of the Seed may be subject to a valid warranty Claim, is not as warranted.

#### 11. RIGHT OF ENTRY:

1.1. right of ENTRY:

1.1. For the term of this TUA and for one year following its termination, Grower hereby grants Corteva, the Representatives and their respective, employees, contractors, subcontractors, agents and designees (collectively, "Personnel"), the complete and unencumbered right, at all times, to (i) observe and/or take video and/or pictures of the crop or Seed, farming activities, spray or other applications, and harvesting activities, and/or (ii) enter upon and have reasonable ingress to and egress from, through, over, under, across and across the property where Grower has planted or is storing or growing Seed as well as having similar access to any refuge area and bins, wagons, tractor trailers or seed storage containers for purposes of data collection, field and crop inspection, testing and examining the land and Grower's crop and taking samples of soil, crops, crop residue or seeds located thereon. Such collection, inspection, examination, testing or sampling shall be performed by Personnel only after Corteva or the Representatives deliver or mail to Grower written notification of the Personnel's visit at least three (3) days in advance and Corteva or the Representative also have reasonably attempted to discuss the visits with Grower in advance of such visits. Grower agrees that such ingress and egrees may be made by means of roadways and driveways, to be used in common with others having right of passage thereon. If Grower is not the owner of premises where such access is needed, Grower shall be solely responsible for obtaining consent from the applicable landower for the visit.

11.2 To the extent of Personnel's negligent acts or omissions arising out of or in connection with this Article 10, Corteva

11.2 To the extent of Personnel's negligent acts or omissions arising out of or in connection with this Article 10, Corteve indemnification of Grower shall be limited to Losses to the applicable Seed crop fields, commercial crop fields or person

#### 12 ADDITIONAL PROVISIONS:

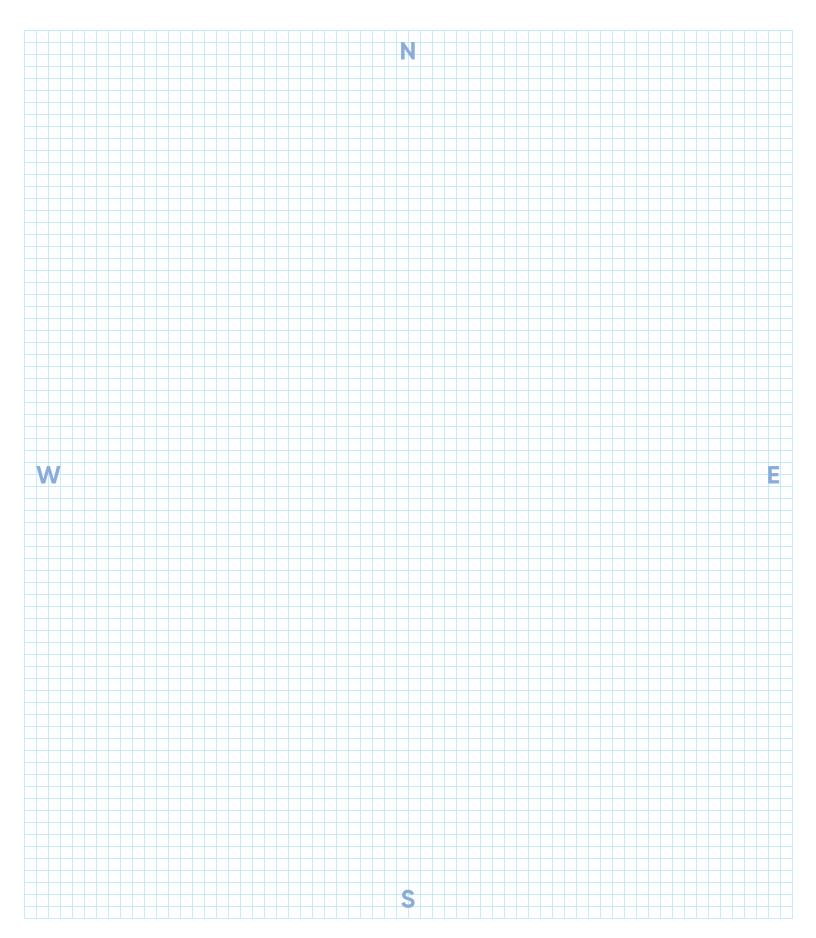
- 12. ADDITIONAL PROVISIONS:
  12.1 Grower agrees to communicate all applicable terms, conditions and restrictions on Seed whether under this Agreement, a Guide, an Update Notification or otherwise to all persons and entities possessing or taking an interest in Grower's Seed and Grain
- 12.2 Except as provided herein, notices to Grower or to Corteva shall be sent to the addresses specified in sections A, B or D above 12.3 Grower agrees that should any information provided to Corteva herein change, Grower will promptly notify Corteva via section D
- 12.4 Nothing in the Agreement shall be construed as a grant or license from Corteva to the Grower for the use of any Corteva trademark. Grower is required to enter a separate trademark license from Corteva to use any Corteva trademark(s) including, but not limitled to, those marks associated with trait, seed, technology or groducts.
- 12.5 Grower's rights under the Agreement may not be transferred or assigned to any other person, entity or third-party without the prior written consent of Corteva.
- . 12.6 The Agreement (including documents and updates incorporated herein pursuant to Article 3 hereof) constitutes the entire agreement between Grower and Corteva regarding the use of Purchased Seed, Enlist herbicide and Corteva Sourced Technology. All prior agreements and understandings between Grower and Corteva with respect to Purchased, Seed, Enlist herbicide and Corteva Sourced Technology are hereby superseded.
- 12.7 If any provision in the Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force
- 12.8 The failure of Corteva or any Third-Party Technology providers to exercise one or more of its rights under the Agreement on one or more occasions shall not be deemed a waiver to exercise such right(s) on one or more subsequent occasions.
- 12.9 This TUA may be executed and delivered by electronic signature (including portable document format) by Grower and Corteva may rely on the receipt of such document so executed and delivered electronically as if the original had been received.
- 12.10 Any action against Corteva and its Seed Sellers for the breach of the terms of the Agreement, including any warranties arising from it, must be commenced within one year after the cause of action accrues or be barred after such time. Where applicable, all required prerequisites to maintaining a legal action must be complied with prior to initiating the legal action.
- 12.11 No class actions: Any dispute arising out of or relating to the Agreement may only be brought on an individual basis and may not be resolved on behalf of a class, as a private attorney-general, or in any other representative capacity. Grower shall not participate in or collect payment as a result of any class, collective, or other representative action of any kind against Corteva.
- participate in or collect payment as a result of any class, collective, or other representative action of any kind against Corteva.

  12.12 Jurisdiction and Governing Law: The interpretation and enforcement of the Agreement shall be governed by the laws of the State of lowa without regard to its choice of law provisions. THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, CENTRAL DIVISION AND THE DISTRICT OF OF THE U.S. DISTRICT COURT OF ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE TECHNOLOGY. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE CENTRAL DIVISION OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF THE SOU
- 12.13 Grower and Corteva unconditionally waive any right to trial by jury in any action, proceeding or counterclaim in any way arising out of, or relating to, the Agreement.
- 12.14 Enforcement Costs: Grower agrees that Corteva and any owners of the patents covered by the Agreement shall be entitled to recover any costs or expenses, including, but not limited to, court costs or reasonable attorneys' fees, it incurs in enforcing its rights under the Agreement if the Grower is determined to be at fault.

ip.com or contact Corteva Agriscience at 1-800-258-3033.

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## Notes

















STS®
herbicide tolerant trait

Always follow grain marketing, stewardship practices and pesticide label directions in accordance with the Product Use Guide (PUG) or other product-specific stewardship requirements including grain marketing and pesticide label directions.

Always follow stewardship practices in accordance with the Product Use Guide (PUG) or other product-specific stewardship requirements including grain marketing and pesticide label directions. **Varieties with BOLT® technology** provide excellent plant-back flexibility for soybeans following application of sulfonylurea (SU) herbicides such as DuPont™ LeadOff® or DuPont™ Basis® Blend as a component of a burndown program or for double-crop soybeans following SU herbicides such as DuPont™ Finesse® applied to wheat the previous fall.

Always follow grain marketing, stewardship practices and pesticide label directions. **Varieties with the Glyphosate Tolerant trait** (including those designated by the letter "R" in the product number) contain genes that confer tolerance to glyphosate herbicides. Glyphosate herbicides will kill crops that are not tolerant to glyphosate.

Varieties with the STS® trait are tolerant to certain sulfonylurea (SU) herbicides. This technology allows post-emergent applications of DuPont™ Synchrony® XP and DuPont™ Classic® herbicides without crop injury or stress (see herbicide product labels). NOTE: A soybean variety with a herbicide tolerant trait does not confer tolerance to all herbicides. Spraying herbicides not labeled for a specific soybean variety will result in severe plant injury or plant death. Always read and follow herbicide label directions and precautions for use.

Varieties with the LibertyLink® (LL) gene are resistant to Liberty® herbicide.

Plenish® high oleic soybeans have an enhanced oil profile and are produced and channeled under contract to specific grain markets. Growers should refer to the Product Use Guide on www.corteva.us/resources/trait-stewardship.html for more information

Varieties with the Roundup Ready 2 Yield® (RR2Y) trait: ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. Roundup Ready® technology contains genes that confer tolerance to glyphosate, an active ingredient in Roundup® brand agricultural herbicides. Agricultural herbicides containing glyphosate will kill crops that are not tolerant to glyphosate. Roundup Ready 2 Yield® is a trademark of Bayer Group.

 $\label{liberty} \mbox{LibertyLink} \mbox{$^{\circ}$ and the Water Droplet Design are registered trademarks of BASF.}$ 

DO NOT APPLY DICAMBA HERBICIDE IN-CROP TO SOYBEANS WITH Roundup Ready 2 Xtend® (RR2X) technology unless you use a dicamba herbicide product that is specifically labeled for that use in the location where you intend to make the application. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO MAKE AN IN-CROP APPLICATION OF ANY DICAMBA HERBICIDE PRODUCT ON SOYBEANS WITH Roundup Ready 2 Xtend® technology, OR ANY OTHER PESTICIDE APPLICATION, UNLESS THE PRODUCT LABELING SPECIFICALLY AUTHORIZES THE USE. Contact the U.S. EPA and your state pesticide regulatory agency with any questions about the approval status of dicamba herbicide products for in-crop use with soybeans with Roundup Ready 2 Xtend® technology, ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. Soybeans with Roundup Ready 2 Xtend® technology contain genes that confer tolerance to glyphosate and dicamba. Glyphosate herbicides will kill crops that are not tolerant to glyphosate. Dicamba will kill crops that are not tolerant to dicamba. Roundup Ready 2 Xtend® is a registered trademark of Monsanto Technology LLC used under license.

Varieties with Enlist E3® technology (E3): The transgenic soybean event in Enlist E3® soybeans is jointly developed and owned by Corteva Agriscience and M.S. Technologies L.L.C.

Following burndown, Enlist Duo® and Enlist One® herbicides with Colex-D® technology are the only herbicides containing 2,4-D that are authorized for preemergence and postemergence use with Enlist® crops. Consult Enlist® herbicide labels for weed species controlled. Enlist Duo and Enlist One herbicides are not registered for use or sale in all states and counties;

are not registered in AK, CA, CT, HI, ID, MA, ME, MT, NH, NV, OR, RI, UT, VT, WA and WY; and have additional subcounty restrictions in AL, GA, TN and TX, while existing county restrictions still remain in FL. All users must check "Bulletins Live! Two" no earlier than six months before using Enlist One or Enlist Duo. To obtain "Bulletins," consult epa\_gow/espp/, call 1-844-447-3813, or email ESPP@epa\_gov. You must use the "Bulletin" valid for the month and state and county in which Enlist One or Enlist Duo are being applied. Contact your state pesticide regulatory agency if you have questions about the registration status of Enlist" herbicides in your area. ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO USE ANY PESTICIDE PRODUCT OTHER THAN IN ACCORDANCE WITH ITS LABELING, ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED FOR SUCH USE IN THE STATE OF APPLICATION. USE OF PESTICIDE PRODUCTS, INCLUDING, WITHOUT LIMITATION, 2,4-D-CONTAINING PRODUCTS NOT AUTHORIZED FOR USE WITH ENLIST CROPS, MAY RESULT IN OFF-TRAGET DAMAGE TO SENSITIVE CROPS/AREAS AND/OR SUSCEPTIBLE PLANTS, IN ADDITION TO CIVIL AND/OR CRIMINAL PENALTIES. Additional product-specific stewardship requirements for Enlist crops, including the Enlist Product Use Guide, can be found at www.traitstewardship.com. Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow

Corteva Agriscience is a member of Excellence Through Stewardship® (ETS). Corteva Agriscience products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with the Corteva Agriscience policies regarding stewardship of those products. In line with these guidelines, our product launch process for responsible launches of new products includes a longstanding process to evaluate export market information, value chain consultations, and regulatory functionality. Growers and 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. For more detailed information on the status of a trait or stack, please visit <a href="https://www.biotradestatus.com">www.biotradestatus.com</a>. Excellence Through Stewardship® is a registered trademark of Global Stewardship Group.

Corteva Agriscience (or its chemical company partners) shall have no liability whatsoever for any losses or damages resulting from, or related to, or in connection with, (a) the use of incorrect herbicides applied to soybean products that contain the herbicide tolerant traits or (b) non-compliance with any of the other instructions set forth above, and all such liability is hereby expressly disclaimed by Corteva Agriscience and waved by you. If you have any questions on anything outlined in this document or would like additional information please contact your local sales representative.

Corteva, Inc. (NYSE: CTVA) is a publicly traded, global pure-play agriculture company that combines industry-leading innovations, high-touch customer engagement and operational execution to profitably deliver solutions for the world's most pressing agriculture challenges. Corteva generates advantaged market preference through its unique distribution strategy, together with its balanced and globally diverse mix of seed, crop protection, and digital products and services. With some of the most recognized brands in agriculture and a technology pipeline well positioned to drive growth, the company is committed to maximizing productivity for farmers, while working with stakeholders throughout the food system as it fulfills its promise to enrich the lives of those who produce and those who consume, ensuring progress for generations to come. More information can be found at www.corteva.com.

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