



Insert Date, 2024

Dear (Customer Name):

Thank you for previously signing the Corteva Agriscience™ Technology Use Agreement (TUA). Included is a sample of the current TUA, and the Corteva TUA Update Notification. Your Corteva license number is (need to autofill/match) which can be applied to Corteva microbial or seed products. Please retain this number in case your retailer or seed seller requires it when you are purchasing a product with Corteva technology from either Corteva or one of our licensees.

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

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

The Update Notification requirements serve as an amendment to the Corteva TUA you previously signed, and your receipt of these Update Notification requirements constitutes your acceptance of the amended Corteva TUA. **NO ACTION IS REQUIRED IF YOU ACCEPT THE UPDATES REFLECTED ON THE UPDATE NOTIFICATION.**

If you do not accept the updates, an Update Notification rejection can be submitted. Keep in mind rejecting the Update Notification will result in your TUA being nullified resulting in your inability to purchase Corteva seed products or Corteva Sourced Technology in the future.

If you wish to cancel your TUA or make any changes to your demographic details (i.e., name, address, phone number, email) associated with your TUA you may do so directly at [www.agcelerate.com](http://www.agcelerate.com) or by calling AgCelerate at 1-866-784-4630.

Any additional questions can be submitted by sending an email to [cortevastewardship@corveva.com](mailto:cortevastewardship@corveva.com) and include your full name, address, and TUA License Number and explanation of what your question or requested action you want to have taken.

Thank you for your business.

Corteva Agriscience™ Stewardship Team

## **2024 Corteva Agriscience™ Technology Use Agreement Update Notification**

### **TUA Updates**

- Replace the following Prohibited Activities with respect to Enlist® herbicide use:
  - following burndown, use any pyridine auxin herbicides (e.g., triclopyr, fluroxypyr) on emerged Enlist® crops;
  - following burndown, use any phenoxy auxin herbicide-containing product (e.g., containing 2,4-D, 2,4-DB, MCPA, dichlorprop, LV6, MCPB, mecoprop, which is NOT expressly labeled for use in conjunction with Enlist crops, including pre-emergent use; and/or
  - following burndown, use any AOPP herbicides (e.g., quizalofop, cyhalofop, haloxyfop, diclofop, fenoxaprop, fluazifop) not expressly labeled for Enlist® corn on emerged Enlist corn;
- With the following Prohibited Activities with respect to Enlist herbicide use:
  - following burndown (including pre-emergent use), use any phenoxy-carboxylate herbicide-containing product (e.g., containing 2,4-D, 2,4-DB, MCPA, dichlorprop, MCPB, mecoprop) unless it is expressly labeled for use in conjunction with Enlist crops and contains 2,4-D choline with Colex-D® technology;
  - following burndown, use any AOPP herbicides (e.g., quizalofop, cyhalofop, haloxyfop, diclofop, fenoxaprop, fluazifop) on emerged Enlist corn, unless the product is expressly labeled for use in conjunction with Enlist corn;
  - for Spring burndown, preplant, preemergence or post emergent application, use any pyridyloxy-carboxylate (e.g., fluroxypyr, triclopyr) herbicides on Enlist® cotton or Enlist E3® soybean unless the product is expressly labeled for use on Enlist cotton or Enlist E3 soybean.

### **Key Updates - Intellectual Property (IP) Protection**

- Enlist herbicides with Colex-D technology are the ONLY 2,4-D containing products authorized and specifically labeled or use with Enlist crops.
- Corteva is a member of SIPA, and reports made on the SIPA tip line or via the website regarding Corteva products will be directed to our Commercial Compliance Team.
- If you suspect illegal use of Corteva traits or germplasm, reports can be made anonymously using the Industry Tip Line (**1-844-SEED-TIP**) or website (**seedipalliance.com**) which are hosted by an independent organization, the Seed Innovations Protection Alliance (SIPA).

### **Corteva TUA Addendum –**

- The attached 2025 Addendum to the Corteva Agriscience Technology Use Agreement for Enlist Crops, which is an annual agreement, will be required for customers who purchase Enlist crops in the following states starting with the 2025 sales season:
  - AK, CA, CT, HI, ID, MA, ME, MT, NH, NV, OR, RI, UT, VT, WA, and WY

# 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.

By: \_\_\_\_\_ Date \_\_\_\_\_ Title of Person Signing \_\_\_\_\_  
Authorized Grower Signature  
Printed Full Legal Name of Person Signing  
Corteva Customer or Business Partner ID (optional)

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

**Section A – For an Individual (Sole Proprietorship) Grower**

Grower Legal Name – First MI Last

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

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

City State Zip Code

County Phone (Mobile)

E-mail Address

**Section B – For a Business Entity Grower**

Business Name

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

Authorized Representative (Legal Name)

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

City State Zip Code

County Phone (Mobile)

E-mail Address

**Section C - Seed Supplier**

Business Name

City State Zip Code

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

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

**Section D - Corteva**

Send completed paper agreements using one of the following options:

- E-mail:** [agreements@accelerate.com](mailto:agreements@accelerate.com)
- Mail:** AGCelerate  
PO Box 221679  
Charlotte, NC 28222-1679

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

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

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

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

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

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

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

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

**"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 in 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-sublicensable license to plant Seed Stock to produce a single Production Crop in the United States provided that all such Production Crop is delivered to, or its disposition is controlled by, Corteva or the Corteva Licensee.

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

2.4 Corteva is a member of SIPA, and reports made on the SIPA tip line or via the website regarding Corteva products will be directed to our Commercial Compliance Team. If you suspect illegal use of Corteva traits or germplasm, reports can be made anonymously using the Industry Tip Line (1-844-SEED-TIP) or website ([seedipalliance.com](http://seedipalliance.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:**

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

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

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

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

**"Corteva"** and **"Corteva Agriscience"** means, collectively, Corteva Agriscience LLC, Pioneer Hi-Bred International, Inc., Corteva Agriscience MCS, LLC, 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 thereafter.

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

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

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

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

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

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



## ADDENDUM TO THE CORTEVA AGRISCIENCE TECHNOLOGY USE AGREEMENT FOR ENLIST-CONTAINING PRODUCTS

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

Thank you for your purchase of Enlist® crops. This 2025 Addendum ("2025 Addendum") to the Corteva Agriscience TECHNOLOGY USE AGREEMENT ("TUA"), is entered into between Grower and Corteva Agriscience and sets forth additional terms and conditions, including, without limitation, additional product-specific stewardship requirements for the Enlist®-containing products. Grower agrees to follow and adhere to this 2025 Addendum with respect to Grower's use of Enlist-containing products in states and counties in the United States in which Enlist One® and Enlist Duo® herbicides are not registered for use. All capitalized terms not otherwise defined in this 2025 Addendum shall have meanings ascribed to them in the TUA. This 2025 Addendum is incorporated into the TUA, and the TUA will govern with respect to any terms not specifically addressed in this 2025 Addendum.

Grower acknowledges and agrees as follows:

1. Enlist-containing products, including Enlist® Corn, Enlist® Corn - REFUGE, Vorceed® Enlist®, PowerCore® Enlist®, PowerCore® Enlist® Refuge Advanced®, PowerCore® Ultra Enlist®, PowerCore® Ultra Enlist® Refuge Advanced®, SmartStax® Enlist® and SmartStax® Enlist® Refuge Advanced® corn Seed are available for sale in certain states and counties where Enlist One and Enlist Duo are not registered for use. States where Enlist One and Enlist Duo are not registered include; Alaska, California, Connecticut, Hawaii, Idaho, Massachusetts, Maine, Montana, New Hampshire, Nevada, Oregon, Rhode Island, Utah, Vermont, Washington and Wyoming. Grower will verify with the U.S. EPA and Grower's state pesticide regulatory agency to determine if an Enlist herbicide product is registered for sale or use in Grower's state or county.
2. **GROWER AGREES TO NOT SPRAY ANY ENLIST HERBICIDE OR 2,4-D OR 2,4-D-CONTAINING PRODUCT OVER THE TOP OF ENLIST-CONTAINING PRODUCTS IN ANY STATE OR COUNTY WHERE ENLIST ONE AND ENLIST DUO ARE NOT REGISTERED FOR SALE OR USE.**
3. **IT IS A VIOLATION OF FEDERAL AND STATE LAW TO MAKE AN IN-CROP APPLICATION OF ANY 2,4-D-CONTAINING PRODUCT ON ENLIST CROPS, OR ANY OTHER PESTICIDE APPLICATION, UNLESS THE PRODUCT LABELING SPECIFICALLY AUTHORIZES THE USE. OFF-LABEL USE OF HERBICIDE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ENLIST HERBICIDES OR 2,4-D-CONTAINING PRODUCTS NOT REGISTERED FOR USE WITH ENLIST CROPS IN YOUR STATE OR COUNTY, MAY RESULT IN OFF-TARGET DAMAGE TO SENSITIVE CROPS, IN ADDITION TO CIVIL AND/OR CRIMINAL PENALTIES.**
4. Grower agrees to follow and adhere to any additional stewardship requirements communicated to Grower by Corteva, including keeping and maintaining records of the field location of Grower's Enlist crops and spray records for all herbicide applications undertaken by or on behalf of Grower. Corteva shall have the right, upon reasonable notice to Grower, to audit Grower's records and activities under this 2025 Addendum to verify Grower's compliance with its terms, stewardship requirements, and applicable laws and regulations. Grower agrees to provide to Corteva documentation related to field location, spray application records, or other information to confirm compliance with the Agreement, the Guide, and this 2025 Addendum.
5. **GROWER WILL INDEMNIFY, DEFEND, AND HOLD CORTEVA HARMLESS FROM, AND BE SOLELY RESPONSIBLE FOR, ANY LOSSES, CLAIMS, DAMAGE, AND/OR INJURY TO PERSONS AND PROPERTY, RELATED TO, ARISING OUT OF, OR PERTAINING TO ANY USE OR APPLICATION OF ANY 2,4-D HERBICIDE PRODUCT ON ANY ENLIST SEED PRODUCT.**
6. Grower will immediately notify Corteva if Grower is unable to comply with or perform all activities required under this Addendum, the Guide, or the TUA for any reason. Corteva reserves the right to revoke Grower's TUA and/or this 2025 Addendum for Grower's non-compliance with the TUA, Guide, or this 2025 Addendum.

By signing below, Grower acknowledges the legal and stewardship requirements associated with planting Enlist-containing products in the states or counties listed in [www.enlist.com](http://www.enlist.com). This 2025 Addendum must be separately renewed each year that Enlist-containing products are purchased/planted in these states or counties. 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 this Addendum and the TUA, including, without limitation, the terms and conditions set forth in the documents linked to the TUA via hyperlinks; (3) he/she is fully authorized to legally bind and to enter into the 2025 Addendum on behalf of the Grower identified in the Grower Information box of the TUA; and (4) the terms and conditions of the 2025 Addendum 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. This 2025 Addendum to the TUA may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, electronic signature, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed 2025 Addendum to the TUA. In addition, this 2025 Addendum may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. §§ 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

By: \_\_\_\_\_  
Authorized Grower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Printed Full Legal Name of Person Signing

\_\_\_\_\_  
Corteva Customer or Business Partner ID (optional)