

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of Earliest Event Reported): May 15, 2023**

**Corteva, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or other jurisdiction  
of Incorporation)

**001-38710**  
(Commission  
File Number)

**82-4979096**  
(I.R.S. Employer  
Identification No.)

**9330 Zionsville Road,  
Indianapolis, Indiana 46268  
974 Centre Road,  
Wilmington, Delaware 19805**  
(Address of principal executive offices)(Zip Code)

**(833) 267-8382**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	CTVA	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

**Item 8.01 Other Events.**

On May 11, 2023, EIDP, Inc. (the “Company”), a direct subsidiary of Corteva, Inc., entered into an Underwriting Agreement (the “Underwriting Agreement”) with Goldman Sachs & Co. LLC, BofA Securities, Inc. and SMBC Nikko Securities America, Inc., as representatives of the several underwriters named therein, with respect to the offer and sale of \$600,000,000 aggregate principal amount of its 4.500% Senior Notes due 2026 (the “2026 Notes”) and \$600,000,000 aggregate principal amount of its 4.800% Senior Notes due 2033 (the “2033 Notes” and, collectively with the 2026 Notes, the “Notes”).

The Notes were issued pursuant to that certain Indenture, dated as of May 15, 2020 (the “Base Indenture”), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the “Trustee”), as supplemented by the Second Supplemental Indenture, dated as of May 15, 2023 (the “Second Supplemental Indenture”), between the Company and the Trustee. The Notes have been registered under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-3, filed with the Securities and Exchange Commission (the “Commission”) on May 6, 2022.

The foregoing descriptions of the Underwriting Agreement, the Base Indenture, the Second Supplemental Indenture and the forms of the Notes contained herein are summaries and qualified in their entirety by reference to the full text of the Underwriting Agreement, the Base Indenture, the Second Supplemental Indenture and the forms of the Notes. Copies of the Underwriting Agreement, the Second Supplemental Indenture and the forms of the Notes are filed as exhibits hereto and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits.

- 1.1 [Underwriting Agreement, dated May 11, 2023, among EIDP, Inc. and Goldman Sachs & Co. LLC, BofA Securities, Inc. and SMBC Nikko Securities America, Inc., as representatives of the several underwriters named therein.](#)
- 4.1 [Second Supplemental Indenture, dated as of May 15, 2023, between EIDP, Inc. and U.S. Bank Trust Company, National Association, as trustee.](#)
- 4.2 [Form of 2026 Notes \(included as Exhibit A to Exhibit 4.1\)](#)
- 4.3 [Form of 2033 Notes \(included as Exhibit B to Exhibit 4.1\)](#)
- 5.1 [Opinion of Faegre Drinker Biddle & Reath LLP.](#)
- 23.1 [Consent of Faegre Drinker Biddle & Reath LLP \(included as part of Exhibit 5.1\).](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL Document)

---

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CORTEVA, INC.  
(Registrant)

/s/ Cornel B. Fuerer  
Cornel B. Fuerer  
Senior Vice President, General Counsel

May 15, 2023

EIDP, Inc.  
Debt Securities  
UNDERWRITING AGREEMENT

May 11, 2023

Ladies and Gentlemen:

EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (the “**Company**”), proposes to issue and sell from time to time certain of its debt securities registered under the registration statement referred to in Section 1(a) (the “**Securities**”). The Securities will be issued under the Indenture, dated as of May 15, 2020, between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the “**Trustee**”), as supplemented by the Second Supplemental Indenture, to be dated as of the Closing Date (as defined below), between the Company and the Trustee (as amended or supplemented from time to time, the “**Indenture**”). Particular series of the Securities may be sold to you and to such other firms on whose behalf you may act for resale in accordance with terms of the offering determined at the time of sale. The Securities involved in any such offering are hereinafter referred to as the “**Purchased Securities**.” The firm or firms which agree to purchase the same are hereinafter referred to as the “**Underwriters**” of such Purchased Securities, and the representative or representatives of the Underwriters, if any, specified in a Terms Agreement referred to in Section 3 are hereinafter referred to as the “**Representatives**”; *provided, however*, that if such Terms Agreement does not specify any representative of the Underwriters, the term “**Representatives**” as used in this underwriting agreement (this “**Agreement**”) with respect to the Purchased Securities that are the subject of such Terms Agreement (other than in Section 5(a)), shall mean each of the several Underwriters. The term “**you**” or “**your**,” when used with reference to any particular offering of Purchased Securities, shall refer to those of you who are Underwriters with respect to such Purchased Securities.

Section 1. *Representations and Warranties of the Company.* The Company represents and warrants to, and agrees with, the Underwriters with respect to each offering of Purchased Securities that:

(a) A registration statement (No. 333-264764-01), including a prospectus, relating to the Securities has been filed with the Securities and Exchange Commission (the “**Commission**”) and has become effective. “**Registration Statement**” as of any time means such registration statement in the form then filed with the Commission, including any amendment thereto, any document incorporated by reference therein and any information in a prospectus or prospectus supplement deemed or retroactively deemed to be part thereof pursuant to Rule 430B (“**Rule 430B**”) or Rule 430C under the Securities Act of 1933 (the “**Act**”) that has not been superseded or modified. “**Registration Statement**” without reference to a time means the Registration Statement as of the time of the first contract of sale for the Purchased Securities. For purposes of this definition, information contained in a form of prospectus or prospectus supplement that is deemed retroactively to be a part of the Registration Statement pursuant to Rule 430B shall be considered to be included in the Registration Statement as of the time specified in Rule 430B. “**Prospectus**” means the final prospectus supplement and prospectus relating to the Purchased

---

Securities filed by the Company with the Commission pursuant to Rule 424(b) under the Act (“**Rule 424(b)**”).

(b) The Registration Statement and the Prospectus comply in all material respects with the requirements of the Act, the Trust Indenture Act of 1939 and the rules and regulations of the Commission (the “**Rules and Regulations**”), and neither of such documents includes any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of the Prospectus, in the light of the circumstances under which they were made, except that these representations and warranties in this Section 1(b) do not apply to statements in or omissions from the Registration Statement or the Prospectus based upon information furnished to the Company by or on behalf of the Underwriters expressly for use therein, which such information, for the avoidance of doubt is contained in Exhibit A herein.

(c) As of the applicable time set forth in the Terms Agreement (the “**Applicable Time**”), the Statutory Prospectus, together with the Issuer Free Writing Prospectus (as defined below) appearing as Schedule A to the Terms Agreement for the Purchased Securities (collectively, the “**General Disclosure Package**”), does not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that these representations and warranties do not apply to statements in or omissions from the General Disclosure Package based upon information furnished to the Company by or on behalf of the Underwriters expressly for use therein, which such information, for the avoidance of doubt is contained in Exhibit A herein. As used in this paragraph and elsewhere in this Agreement, “**Statutory Prospectus**” as of any time means the prospectus relating to the Purchased Securities that is included in the Registration Statement immediately prior to the Applicable Time. For purposes of this definition, information contained in a form of prospectus that is deemed retroactively to be a part of the Registration Statement pursuant to Rule 430B shall be considered to be included in the Statutory Prospectus as of the time that form of prospectus is actually filed with the Commission pursuant to Rule 424(b).

(d) The Company is not an ineligible issuer and is a well-known seasoned issuer, in each case as defined under the Act, in each case at the times specified in the Act in connection with the offering of the Purchased Securities. The Company will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(e) Each Issuer Free Writing Prospectus listed in the Terms Agreement does not conflict with the information contained in the Registration Statement, the Statutory Prospectus or the Prospectus, and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the General Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to statements in or omissions from an Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Company by the Underwriters expressly

---

for use therein, which such information, for the avoidance of doubt is contained in Exhibit A herein.

(f) Neither the Company nor any of its subsidiaries, nor, to the Company's knowledge, any director, officer or employee of the Company or of any of its subsidiaries in the course of his or her actions for or on behalf of the Company or of any of its subsidiaries, has taken or will take any action in furtherance of an offer, payment, promise to pay or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to unlawfully influence official action or secure an improper advantage; and the Company and its subsidiaries have conducted their businesses in compliance with applicable anti-corruption laws in all material respects, and the Company has instituted and maintains policies and procedures reasonably designed to ensure compliance with the Foreign Corrupt Practices Act of 1977, as amended, and other applicable anti-corruption laws.

(g) To the knowledge of the Company, the operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or binding guidelines, issued, administered or enforced by any governmental agency with jurisdiction over the Company or any of its subsidiaries (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(h) Neither the Company nor any of its subsidiaries, nor, to the Company's knowledge, any director, officer, employee, agent or affiliate of the Company or any of its subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by one or more Persons that are, the subject of any sanctions administered or enforced by the U.S. government (including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), the United Nations Security Council, the European Union, His Majesty's Treasury or other relevant sanctions authority (collectively, "**Sanctions**"). None of the Company or any of its subsidiaries are located, organized or resident in a country or territory that is the subject of an embargo by the foregoing authorities (including, without limitation, the so-called Donetsk People's Republic, so-called Luhansk People's Republic or any other Covered Region of Ukraine identified pursuant to Executive Order 14065, Crimea, Cuba, Iran, North Korea and Syria) (each, a "**Sanctioned Country**"), except for the subsidiaries set forth in Schedule II attached hereto. The Company will not directly or indirectly use the proceeds of the offering to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions, or in any other manner that would result in a violation of Sanctions by any Person

---

(including any Person participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise). For the past five years, the Company and its subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject of Sanctions or with any Sanctioned Country, in violation of applicable Sanctions.

(i) The pro forma financial statements, if any, included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, the pro forma columns therein reflect a proper application of those adjustments to the corresponding historical financial statement amounts, and the pro forma financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus comply in all material respects with the applicable accounting requirements of Regulation S-X under the Act.

(j) The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their material confidential information and the integrity, continuous operation and security of all information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications and databases (collectively, “**IT Systems**”) and data (including all personal, personally identifiable, sensitive, confidential or regulated data (“**Personal Data**”)) used in connection with their businesses. To the Company’s knowledge, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, nor any material incidents under internal review or investigations relating to same, except for such breaches, violations, outages, uses, accesses, incidents or investigations that have been remedied or resolved without material cost or liability. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(k) Except as described in the Registration Statement, the General Disclosure Package or the Prospectus, (i) the Company and its subsidiaries (x) are in compliance with all applicable federal, state, local and foreign laws (including common law), regulations, judicial decisions and judgments and other legally enforceable requirements, rules, orders and decrees, in each case relating to the environment, natural resources, pollution, hazardous or toxic substances or wastes, or as it relates to exposure to such substances or wastes, the protection of human health or safety (collectively, “**Environmental Laws**”); (y) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under any Environmental Laws to conduct their respective businesses; and (z) have not received written notice alleging that the Company or its subsidiaries have any actual or potential liability or obligation under or relating to, or any actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice, except in the case of

each of (x), (y) and (z) herein for any such matter as would not reasonably be expected, individually or in the aggregate, to have a material adverse effect; (ii) there is no proceeding that is pending, or that is known by the Company to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceeding regarding which it is currently reasonably believed no monetary sanctions of \$1 million or more will be imposed; and (iii) the Company and its subsidiaries are not aware of any current obligations on the part of the Company or any of its subsidiaries regarding compliance with Environmental Laws that would reasonably be expected, individually or in the aggregate, to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries.

Section 2. *Representations and Warranties of the Company and the Underwriters.* The Company represents and agrees that, unless it obtains the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Purchased Securities that would constitute an “issuer free writing prospectus,” as defined in Rule 433 (“**Rule 433**”) under the Act, or that would otherwise constitute a “free writing prospectus,” as defined in Rule 405 under the Act, other than the final term sheet prepared and filed pursuant to Section 4(i) of this Agreement and one or more term sheets relating to the Purchased Securities containing customary information and conveyed to purchasers of the Purchased Securities; *provided* that the prior written consent of the parties hereto shall be deemed to have been given in respect of any free writing prospectus listed in the Terms Agreement. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a “**Permitted Free Writing Prospectus.**” The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an issuer free writing prospectus (as defined in Rule 433, an “**Issuer Free Writing Prospectus**”) and (y) it has complied and will comply, as the case may be, with the requirements of Rule 164 and Rule 433 under the Act applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

Section 3. *Purchase and Offering.* The obligations of the Underwriters to purchase the Purchased Securities will be evidenced by an exchange of telegraphic or other written communications substantially in the form of Schedule I attached hereto (each, a “**Terms Agreement**”) at each time the Company determines to sell Purchased Securities. Each Terms Agreement shall incorporate by reference the provisions of this Agreement, except as otherwise provided therein, and shall specify the firms which will be Underwriters, the principal amount of Purchased Securities to be purchased by each Underwriter, the purchase price to be paid by the Underwriters and the terms of the Purchased Securities not otherwise specified in the Indenture, including, but not limited to, interest rates, if any, maturity, redemption provisions and sinking fund requirements. Each Terms Agreement shall also specify the time and date of delivery and payment for the Purchased Securities (the “**Closing Date**”) and any details of the terms of offering which should be reflected in the prospectus supplement relating to the offering of the Purchased Securities. Such prospectus supplement shall set forth the terms contained in the Terms Agreement and such other information that the Representatives and the Company agree at the time of execution of the Terms Agreement should be included in the prospectus supplement. The obligations of the Underwriters to purchase the Purchased Securities shall be several and not joint. It is understood that the Underwriters propose to offer the Purchased Securities for sale as set forth in such prospectus supplement. The Purchased Securities will be issued in definitive or book-entry form in such denominations and registered in such names as the Underwriters request.



---

Section 4. *Covenants of the Company*. In connection with each offering of Purchased Securities, the Company covenants and agrees with the Underwriters that:

(a) If at any time when, in the opinion of counsel for the Underwriters, a prospectus relating to the Purchased Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172 thereunder), any event occurs as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend or supplement the Registration Statement or the Prospectus to comply with the Act or the Rules and Regulations thereunder, the Company promptly will prepare and file with the Commission an amendment or supplement, as the case may be, to correct such statement or omission or effect such compliance and furnish, at its own expense, a reasonable number of copies of such amendment or supplement to you.

(b) The Company will furnish to the Representatives copies of the Registration Statement, the Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as you reasonably request; *provided* that no Statutory Prospectuses shall be required to be delivered to the Representatives in printed form.

(c) Before amending or supplementing the Registration Statement or the Prospectus with respect to any Purchased Securities, the Company will furnish you a copy of each proposed amendment or supplement.

(d) The Company will promptly advise the Representatives of (i) the institution by the Commission of any stop order in respect of the Registration Statement or the threatening of any proceeding for that purpose and (ii) the receipt by the Company of any notification with respect to the suspension of the qualification of the Purchased Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company will use its reasonable best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible withdrawal thereof.

(e) The Company will arrange for the qualification of the Purchased Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as you designate and will continue such qualifications in effect so long as required for their distribution; *provided, however*, that the Company shall not be required to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to service of process in suits, other than those arising out of the offering or sale of the Purchased Securities, in any jurisdiction where it is not now so subject.

(f) Not later than 45 days after the end of the 12-month period beginning at the end of any fiscal quarter of the Company during which the Closing Date occurs, the Company will make generally available to its security holders an earnings statement covering such 12-month period which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(g) The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) expenses incurred in distributing preliminary prospectuses

and the Prospectus (including any amendments and supplements thereto), (ii) any fees charged by rating agencies for rating the Purchased Securities and (iii) all expenses incurred by the Company in connection with any “road show” presentation to potential investors, and will reimburse the Underwriters for any expenses (including fees and disbursements of counsel) incurred in connection with state securities or Blue Sky qualifications of the Purchased Securities for sale and determination of their eligibility for investment under the laws of such jurisdictions as you designate and printer’s fees relating thereto.

(h) Until the Closing Date, the Company will not offer, sell, contract to sell or announce the offering of any of its debt securities (other than the Purchased Securities) covered by any registration statement filed under the Act without prior written notice to you.

(i) The Company will prepare a final term sheet, containing solely a description of the Purchased Securities, in the form of Schedule A to the Terms Agreement and file such term sheet pursuant to Rule 433(d) within the time required by such rule.

(j) If there occurs an event or development as a result of which the General Disclosure Package would include an untrue statement of a material fact or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will notify promptly the Representatives so that any use of the General Disclosure Package may cease until it is amended or supplemented.

(k) The Company has not taken, and will not take, directly or indirectly, any action that is designed, or would reasonably be expected, to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Purchased Securities or to result in a violation of Regulation M under the Securities Exchange Act of 1934.

Section 5. *Conditions.* The several obligations of the Underwriters to purchase and pay for any issue of Purchased Securities hereunder will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(a) Subsequent to the execution of the Terms Agreement, there shall not have occurred (i) any change, or any development involving a prospective change, in or affecting the business or properties of the Company or its subsidiaries which, in the judgment of the Representatives, materially impairs the investment quality of the Purchased Securities or (ii) any downgrading in the rating of the Company’s debt securities or preferred stock by Moody’s Investors Service, Inc., S&P Global Ratings or Fitch Ratings Inc.

(b) No stop order suspending the effectiveness of the Registration Statement or any notice that would prevent its use shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Company or the Underwriters, shall be threatened by the Commission.

(c) The Underwriters shall have received the following:

---

(1) Comfort letters of PricewaterhouseCoopers LLP, dated the date of the Terms Agreement and the Closing Date, in form and substance satisfactory to you, with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement and the Prospectus.

(2) An opinion of the General Counsel or any Assistant General Counsel of the Company, dated the Closing Date, in form and substance reasonably satisfactory to the Representatives.

(3) An opinion and negative assurance letter of Faegre Drinker Biddle & Reath LLP, counsel to the Company, dated as of the Closing Date, in form and substance reasonably satisfactory to the Representatives.

(4) An opinion or opinions of counsel for the Underwriters as to such of the matters stated in clauses (2) and (3) above as you shall request.

(5) A certificate of any one of the Chief Executive Officer, Chief Financial Officer, General Counsel and Secretary, any Co-Controller or any Assistant Secretary of the Company, dated the Closing Date, in which such officer, to the best of his or her knowledge after reasonable investigation, shall state that the representations and warranties of the Company in this Agreement are true and correct, that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date, that no stop order suspending the effectiveness of the Registration Statement or any notice that would prevent its use has been issued and no proceedings for that purpose have been instituted or are contemplated by the Commission, and that, subsequent to the dates of the most recent financial statements in the Prospectus, there has been no material adverse change, or any development involving a prospective material adverse change, in the business, financial position or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the General Disclosure Package and the Prospectus or as described in such certificate.

(6) A certificate, dated as of the Closing Date, signed by the Chief Financial Officer of the Company with respect to certain financial data contained in or incorporated by reference into the Registration Statement and the Prospectus, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

#### Section 6. *Indemnification.*

(a) The Company will indemnify and hold harmless each Underwriter and each person, if any, who controls such Underwriter within the meaning of the Act against any losses, claims, damages or liabilities, joint or several, to which such Underwriter or such controlling persons may become subject, under the Act or otherwise, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or

---

alleged untrue statement of any material fact contained in the General Disclosure Package, any Issuer Free Writing Prospectus, any preliminary prospectus, the Registration Statement, the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the case of the General Disclosure Package, any preliminary prospectus or any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made, not misleading; and will reimburse each Underwriter and each such controlling person, as incurred, for any legal or other expenses reasonably incurred by such Underwriter or such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action, *provided, however*, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any such documents in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter specifically for use therein, which such information, for the avoidance of doubt is contained in Exhibit A herein. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Underwriters, severally, will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Act, against any losses, claims, damages or liabilities to which the Company or any such director, officer or controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the General Disclosure Package, any Issuer Free Writing Prospectus, any preliminary prospectus, the Registration Statement, the Prospectus or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of the General Disclosure Package, any preliminary prospectus or any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Underwriter specifically for use therein, which such information, for the avoidance of doubt is contained in Exhibit A herein; and will reimburse, as incurred, any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement will be in addition to any liability which such Underwriter may otherwise have.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the “**Indemnified Party**”) shall promptly notify the person against whom such indemnity may be sought (the “**Indemnifying Party**”) in writing and the Indemnifying Party, upon request of the Indemnified Party, shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and any others the Indemnifying Party may designate in such proceeding and shall pay the fees and disbursements reasonably incurred of such counsel related to such proceeding. In any such

---

proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm for all such Indemnified Parties. Such firm shall be designated in writing by the Representatives in the case of parties indemnified pursuant to Section 6(a) and by the Company in the case of parties indemnified pursuant to Section 6(b). No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened action in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Party. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 6 is unavailable or insufficient to hold harmless an Indemnified Party, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Purchased Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable consideration. The relative benefits received by the Company on the one hand and the Underwriters on the other in connection with the offering of the Purchased Securities shall be deemed to be in the same proportion as the total net proceeds from the offering of such Securities (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters in respect thereof. The relative fault of the Company on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in

the immediately preceding paragraph. The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 6, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Purchased Securities underwritten and distributed to the public by such Underwriter were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section are several in proportion to the respective principal amounts of Purchased Securities purchased by such Underwriters and not joint.

Section 7. *Default of Underwriters.* If any Underwriter or Underwriters default in their obligations to purchase Purchased Securities under any Terms Agreement and the aggregate principal amount of Purchased Securities which such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of Purchased Securities, you may make arrangements satisfactory to the Company for the purchase of such Purchased Securities by other persons, including any of the Underwriters, but if no such arrangements are made by the Closing Date the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments under such Terms Agreement, to purchase the Purchased Securities which such defaulting Underwriters agreed but failed to purchase. If any Underwriter or Underwriters so default and the aggregate principal amount of Purchased Securities with respect to which such default or defaults occur is more than 10% of the total principal amount of Purchased Securities and arrangements satisfactory to you and the Company are not made within thirty-six hours after such default, such Terms Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except as provided in Section 11. As used in this Agreement, the term "**Underwriter**" includes any person substituted for an Underwriter under this Section. The foregoing obligations and agreements set forth in this Section will not apply if the Purchased Securities are being purchased pursuant to a "bought deal" which is identified as such in the Terms Agreement. Nothing herein will relieve a defaulting Underwriter from liability for its default.

Section 8. *Termination.* If Purchased Securities are being purchased pursuant to a "firm bid" which is identified as such in the Terms Agreement, such Terms Agreement shall be subject to termination in your absolute discretion, by notice given to the Company prior to delivery of and payment for the Purchased Securities, if prior to such time there shall have occurred (i) any suspension or limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum prices for trading on such exchange, or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market if, in your judgment, the effect of any such suspension makes it impractical or inadvisable to proceed with solicitations of purchases of, or sales of, Purchased Securities; (ii) any banking moratorium declared by Federal or New York authorities; or (iii) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in your judgment, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it

---

impractical or inadvisable to proceed with completion of the sale of and payment for the Purchased Securities.

Section 9. *Acknowledgements.* The Company acknowledges that in connection with the offering of the Purchased Securities: (a) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Company, (b) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and any Terms Agreement and (c) the Underwriters may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty owed to the Company in connection with the offering of the Purchased Securities.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

Section 10. *Entire Agreement.* This Agreement and the Terms Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Purchased Securities, represent the entire agreement between the Company and the Underwriters with respect to the preparation of the Prospectus and the General Disclosure Package, and the conduct of the offering, and the purchase and sale of the Purchased Securities.

Section 11. *Survival of Representations, Warranties, etc.* The respective representations, warranties, agreements and indemnities of the Company and the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Underwriters or the Company or any of its officers or directors or any controlling person, and will survive delivery of and payment for the Purchased Securities. If any Terms Agreement is terminated pursuant to Section 8 or if for any reason the purchase of the Purchased Securities by the Underwriters pursuant to such Terms Agreement is not consummated, the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 4(g) and the respective obligations of the Company and the Underwriters pursuant to Section 6 shall remain in effect. If any Terms Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement or under such Terms Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement or under such Terms Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated such Terms Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and expenses of their counsel) reasonably incurred by them in connection with the Purchased Securities.

Section 12. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 6 hereof, and no other person will have any right or obligation hereunder.

Section 13. *Counterparts*. This Agreement may be executed in one or more counterparts and it is not necessary that signatures of all parties appear on the same counterpart, but such counterparts together shall constitute but one and the same agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Section 14. *Recognition of the U.S. Special Resolution Regimes*.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of the applicable Terms Agreement, and any interest and obligation in or under the applicable Terms Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the applicable Terms Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the applicable Terms Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the applicable Terms Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section, a “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b) or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 15. *Contractual Recognition of UK Bail-In Powers*. Notwithstanding and to the understandings between the Representatives (each, a “**Relevant Party**”) and the Company, the Company acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority, and acknowledges, accepts and agrees to be bound by



(a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of a Relevant Party to the Company under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of such Relevant Party or another person, and the issue to or conferral on the Company of such shares, securities or obligations;

(iii) the cancellation of the UK Bail-in Liability;

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of the UK Bail-in Powers by the relevant UK resolution authority.

(c) For the purpose of this Section 15:

(i) “**UK Bail-in Legislation**” means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

(ii) “**UK Bail-in Liability**” means a liability in respect of which the UK Bail-in Powers may be exercised.

(iii) “**UK Bail-in Powers**” means the powers under the UK Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

Section 16. *Applicable Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

The Company and each Underwriter hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement, any Terms Agreement or the transactions contemplated

---

hereby or thereby. The Company and each Underwriter irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement, any Terms Agreement or the transactions contemplated hereby or thereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

Section 17. *Waiver of Jury Trial.* The Company and each Underwriter hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement, any Terms Agreement or the transactions contemplated hereby or thereby.

---

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us the enclosed duplicate hereof, whereupon it will become a binding agreement between the Underwriters and the Company in accordance with its terms.

Very truly yours,

EIDP, Inc.

By: /s/ David J. Anderson

Name: David J. Anderson

Title: Chief Financial Officer

*[Signature Page to the Underwriting Agreement]*

---

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Goldman Sachs & Co. LLC  
BofA Securities, Inc.  
SMBC Nikko Securities America, Inc.

For themselves and as Representatives of the several  
Underwriters named in Schedule B to  
the Terms Agreement dated the date hereof

GOLDMAN SACHS & CO. LLC

By: /s/ Jia Shan  
Name: Jia Shan  
Title: Managing Director

*[Signature Page to the Underwriting Agreement]*

---

BOFA SECURITIES, INC.

By: /s/ Laurie Campbell

Name: Laurie Campbell

Title: Managing Director

*[Signature Page to the Underwriting Agreement]*

---

SMBC NIKKO SECURITIES AMERICA, INC.

By: /s/ John C. Bolger

Name: John C. Bolger

Title: Managing Director

*[Signature Page to the Underwriting Agreement]*

**EIDP, Inc.**  
**(the "Company")**  
**Debt Securities**

**TERMS AGREEMENT**

May 11, 2023

EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company)  
Attention: David J. Anderson

Ladies and Gentlemen:

On behalf of the several underwriters named in Schedule B hereto (the "**Underwriters**") and for their respective accounts, we offer to purchase, severally and not jointly, on and subject to the terms and conditions of the Underwriting Agreement, dated May 11, 2023 (the "**Underwriting Agreement**"), the following securities (the "**Notes**") on the following terms:

<b>Title of Securities:</b>	4.500% Senior Notes due 2026 (the " <b>2026 Notes</b> ") 4.800% Senior Notes due 2033 (the " <b>2033 Notes</b> ")
<b>Aggregate Principal Amount Offered:</b>	2026 Notes: \$600,000,000 2033 Notes: \$600,000,000
<b>Interest Rate:</b>	2026 Notes: 4.500% per annum 2033 Notes: 4.800% per annum
<b>Maturity Date:</b>	2026 Notes: May 15, 2026 2033 Notes: May 15, 2033
<b>Applicable Par Call Date:</b>	2026 Notes: April 15, 2026 2033 Notes: February 15, 2033
<b>Optional Redemption:</b>	For the 2026 Notes: Prior to April 15, 2026 (1 month prior to the maturity date), callable at the greater of (a) the make-whole price of T+15 basis points and (b) 100% of the principal amount, plus accrued and unpaid interest to the redemption date. Callable at par on or after April 15, 2026  For the 2033 Notes: Prior to February 15, 2033 (3 months prior to the maturity date), callable at the greater of (a) the make-whole price of T+25 basis points and (b) 100% of the principal amount, plus accrued and unpaid interest to the redemption date. Callable at par on or after February 15, 2033
<b>Purchase Price:</b>	2026 Notes: 99.472% plus accrued interest, if any, from May 15, 2023 2033 Notes: 98.989% plus accrued interest, if any, from May 15, 2023

Schedule I-1 to the Underwriting Agreement

---

<b>Other Terms:</b>	As described in the General Disclosure Package (as defined in the Underwriting Agreement)
<b>Approved Issuer Free Writing Prospectuses pursuant to Section 2 of the Underwriting Agreement:</b>	Final Term Sheet, dated May 11, 2023, as filed pursuant to Rule 433
<b>Applicable Time:</b>	4:30 P.M. (New York City time)
<b>Closing</b>	9:00 A.M. (New York City time) on May 15, 2023 at Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York
<b>Trustee:</b>	U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association)

The respective principal amounts of the Notes to be purchased by each of the Underwriters are set forth opposite their names in Schedule B hereto.

The provisions of the Underwriting Agreement are incorporated herein by reference. This represents a “firm bid” for purposes of Section 8 of the Underwriting Agreement.

Each Underwriter, severally and not jointly, agrees in connection with the initial distribution of the Notes to comply with the selling restrictions set forth under the caption “Underwriting—Selling Restrictions” in the Company’s preliminary prospectus supplement, dated as of the date hereof, to the extent such selling restrictions are applicable to such Underwriter.

Capitalized terms used but not defined in this Terms Agreement shall have the meanings ascribed to them in the Company’s preliminary prospectus supplement, dated as of the date hereof.

Schedule I-2 to the Underwriting Agreement



---

Please signify your acceptance of our offer by signing the enclosed response to us in the space provided and returning it to us.

Very truly yours,

GOLDMAN SACHS & CO. LLC  
BOFA SECURITIES, INC.  
SMBC NIKKO SECURITIES AMERICA, INC.

For themselves and as Representatives of the  
several Underwriters named in Schedule B hereto

GOLDMAN SACHS & CO. LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Terms Agreement]*

---

BOFA SECURITIES, INC.

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to the Terms Agreement]*

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to the Terms Agreement]*

## EIDP, Inc.

**\$600,000,000 4.500% Senior Notes due 2026**  
**\$600,000,000 4.800% Senior Notes due 2033**

*This final term sheet, dated May 11, 2023 (this “Final Term Sheet”), should be read together with the preliminary prospectus supplement, dated May 11, 2023 (the “Preliminary Prospectus Supplement”), of EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company) (the “Company”). The information in this Final Term Sheet supplements the Preliminary Prospectus Supplement and supersedes the information in the Preliminary Prospectus Supplement to the extent inconsistent therewith. Capitalized terms used but not defined in this Final Term Sheet shall have the meanings ascribed to them in the Preliminary Prospectus Supplement.*

<b>Issuer:</b>	EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company)
<b>Title of Securities:</b>	4.500% Senior Notes due 2026 (the “ <b>2026 Notes</b> ”) 4.800% Senior Notes due 2033 (the “ <b>2033 Notes</b> ” and, together with the 2026 Notes, the “ <b>Notes</b> ”)
<b>Ratings (Moody’s / S&amp;P / Fitch)*:</b>	[intentionally omitted]
<b>Distribution:</b>	SEC-registered
<b>Trade Date:</b>	May 11, 2023
<b>Settlement Date (T+2):</b>	May 15, 2023
<b>Maturity Date:</b>	2026 Notes: May 15, 2026 2033 Notes: May 15, 2033
<b>Aggregate Principal Amount Offered:</b>	2026 Notes: \$600,000,000 2033 Notes: \$600,000,000
<b>Price to Public (Issue Price):</b>	2026 Notes: 99.872% 2033 Notes: 99.639%
<b>Net Proceeds to Issuer (before transaction expenses and after</b>	2026 Notes: \$596,832,000 2033 Notes: \$593,934,000

Schedule A-1 to the Terms Agreement

---

**underwriting fees):**

**Yield to Maturity:**

2026 Notes: 4.546%  
2033 Notes: 4.846%

**Interest Rate:**

2026 Notes: 4.500% per annum  
2033 Notes: 4.800% per annum

**Interest Payment Dates:**

2026 Notes: Semi-annually on each May 15 and November 15, commencing November 15, 2023  
2033 Notes: Semi-annually on each May 15 and November 15, commencing November 15, 2023

**Benchmark Treasury:**

2026 Notes: 3.750% due April 15, 2026  
2033 Notes: 3.500% due February 15, 2033

**Spread to Benchmark Treasury:**

2026 Notes: +95 basis points  
2033 Notes: +145 basis points

**Benchmark Treasury Price:**

2026 Notes: 100-13+  
2033 Notes: 100-27<sup>1/4</sup>

**Benchmark Treasury Yield:**

2026 Notes: 3.596%  
2033 Notes: 3.396%

**Applicable Par Call Date:**

2026 Notes: April 15, 2026  
2033 Notes: February 15, 2033

**Optional Redemption:**

For the 2026 Notes: Prior to April 15, 2026 (1 month prior to the maturity date), callable at the greater of (a) the make-whole price of T+15 basis points and (b) 100% of the principal amount, plus accrued and unpaid interest to the redemption date. Callable at par on or after April 15, 2026

For the 2033 Notes: Prior to February 15, 2033 (3 months prior to the maturity date), callable at the greater of (a) the make-whole price of T+25 basis points and (b) 100% of the principal amount, plus accrued and unpaid interest to the redemption date. Callable at par on or after February 15, 2033

**Joint Bookrunners:**

Goldman Sachs & Co. LLC  
BofA Securities, Inc.  
SMBC Nikko Securities America, Inc.  
BNP Paribas Securities Corp.  
Citigroup Global Markets Inc.  
Credit Suisse Securities (USA) LLC  
HSBC Securities (USA) Inc.  
J.P. Morgan Securities LLC

Schedule A-2 to the Terms Agreement

---

Mizuho Securities USA LLC  
MUFG Securities Americas Inc.  
Wells Fargo Securities, LLC

**Senior Co-Managers:**

BBVA Securities Inc.  
Deutsche Bank Securities Inc.  
Rabo Securities USA, Inc.  
Santander US Capital Markets LLC  
Scotia Capital (USA) Inc.  
SG Americas Securities, LLC  
Standard Chartered Bank  
TD Securities (USA) LLC

**Co-Managers:**

Academy Securities, Inc.  
Credit Agricole Securities (USA) Inc.  
U.S. Bancorp Investments, Inc.  
Citizens Capital Markets, Inc.  
Siebert Williams Shank & Co., LLC

**CUSIP / ISIN:**

2026 Notes: 263534 CQ0 / US263534CQ07  
2033 Notes: 263534 CR8 / US263534CR89

---

\* A securities rating is not a recommendation to buy, sell, or hold securities and should be evaluated independently of any other rating. Each rating is subject to revision or withdrawal at any time by the assigning rating organization.

**The Company has filed a registration statement (including a prospectus) and the Preliminary Prospectus Supplement with the Securities and Exchange Commission (the "SEC") for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the Preliminary Prospectus Supplement and other documents the Company and Corteva, Inc. have filed with the SEC for more complete information about the Company and this offering. You may get these documents for free by visiting EDGAR on the SEC website at [www.sec.gov](http://www.sec.gov). Alternatively, the Company, any underwriter or any dealer participating in the offering will arrange to send you the Preliminary Prospectus Supplement and the accompanying prospectus if you request it by contacting (i) Goldman Sachs & Co. LLC toll-free at 1-866-471-2526, (ii) BofA Securities, Inc. toll-free at 1-800-294-1322, or (iii) SMBC Nikko Securities America, Inc. toll-free at 1-888-868-6856.**

*Any disclaimers or other notices that may appear below are not applicable to this communication and should be disregarded. Such disclaimers or other notices were automatically generated as a result of this communication being sent via Bloomberg or another email system.*

Schedule A-3 to the Terms Agreement

<u>Underwriters</u>	<u>Principal Amount of 2026 Notes</u>	<u>Principal Amount of 2033 Notes</u>
Goldman Sachs & Co. LLC	\$ 135,000,000	\$ 135,000,000
BofA Securities, Inc.	112,500,000	112,500,000
SMBC Nikko Securities America, Inc.	112,500,000	112,500,000
BNP Paribas Securities Corp.	21,000,000	21,000,000
Citigroup Global Markets Inc.	21,000,000	21,000,000
Credit Suisse Securities (USA) LLC	21,000,000	21,000,000
HSBC Securities (USA) Inc.	21,000,000	21,000,000
J.P. Morgan Securities LLC	21,000,000	21,000,000
Mizuho Securities USA LLC	21,000,000	21,000,000
MUFG Securities Americas Inc.	21,000,000	21,000,000
Wells Fargo Securities, LLC	21,000,000	21,000,000
BBVA Securities Inc.	6,600,000	6,600,000
Deutsche Bank Securities Inc.	6,600,000	6,600,000
Rabo Securities USA, Inc.	6,600,000	6,600,000
Santander US Capital Markets LLC	6,600,000	6,600,000
Scotia Capital (USA) Inc.	6,600,000	6,600,000
SG Americas Securities, LLC	6,600,000	6,600,000
Standard Chartered Bank	6,600,000	6,600,000
TD Securities (USA) LLC	6,600,000	6,600,000
Academy Securities, Inc.	4,680,000	4,680,000
Credit Agricole Securities (USA) Inc.	4,680,000	4,680,000
U.S. Bancorp Investments, Inc.	4,680,000	4,680,000
Citizens Capital Markets, Inc.	2,580,000	2,580,000
Siebert Williams Shank & Co., LLC	2,580,000	2,580,000
<b>Total</b>	<b><u>\$ 600,000,000</u></b>	<b><u>\$ 600,000,000</u></b>

Schedule B-1 to the Terms Agreement

**LIST OF SECTION 1(H) SUBSIDIARIES**

1. Corteva Agriscience Rus LLC
2. Dow AgroSciences OOO
3. DuPont Science and Technologies LLC

Schedule II-1 to Underwriting Agreement



---

**EXHIBIT A**

**Indemnification Language**

Pursuant to Section 6, the Representatives have furnished for use in the Prospectus and the General Disclosure Package:

- (a) The third paragraph of text under the caption “Underwriting” in the Prospectus Supplement, concerning the terms of the offering by the Underwriters;
- (b) The fourth paragraph of text under the caption “Underwriting” in the Prospectus Supplement, concerning short sales, stabilizing transactions and purchases to cover positions created by short sales by the Underwriters;
- (c) The fifth paragraph of text under the caption “Underwriting” in the Prospectus Supplement, concerning penalty bids;
- (d) The first, fourth and fifth sentences of the sixth paragraph of text under the caption “Underwriting” in the Prospectus Supplement, concerning the business activities of the Underwriters; and
- (e) The second sentence of the seventh paragraph of text under the caption “Underwriting” in the Prospectus Supplement (“The Underwriters have advised the Company that the Underwriters intend to make a market in the notes.”)

Exhibit A to Underwriting Agreement

**EIDP, INC.**

\$600,000,000 4.500% Senior Notes due 2026

\$600,000,000 4.800% Senior Notes due 2033

**SECOND SUPPLEMENTAL INDENTURE**

Dated as of May 15, 2023

to

**INDENTURE**

Dated as of May 15, 2020

**U.S. Bank Trust Company, National Association**  
(as successor in interest to U.S. Bank National Association)

Trustee

---

**TABLE OF CONTENTS**

	<b>Page</b>
<b>ARTICLE I DEFINITIONS</b>	<b>2</b>
Section 1.01 Definition of Terms	2
<b>ARTICLE II GENERAL TERMS OF THE NOTES</b>	<b>6</b>
Section 2.01 Designation and Principal Amount	6
Section 2.02 Further Issues	6
Section 2.03 Maturity	6
Section 2.04 Interest	6
Section 2.05 Global Securities	7
Section 2.06 Form of Notes; Denomination	7
Section 2.07 Depository	7
<b>ARTICLE III OPTIONAL REDEMPTION</b>	<b>7</b>
Section 3.01 Optional Redemption	7
Section 3.02 Applicability of Certain Redemption Provisions in Base Indenture	7
<b>ARTICLE IV CHANGE OF CONTROL</b>	<b>7</b>
Section 4.01 Change of Control	7
<b>ARTICLE V COVENANTS</b>	<b>9</b>
Section 5.01 Limitation on Liens	9
Section 5.02 Sale and Leaseback Transactions	9
Section 5.03 Merger, Consolidation and Sale of Assets	9
<b>ARTICLE VI EVENTS OF DEFAULT</b>	<b>9</b>
Section 6.01 Events of Default	9
<b>ARTICLE VII AMENDMENT, SUPPLEMENT AND WAIVER</b>	<b>9</b>
Section 7.01 Without the Consent of Holders	9
Section 7.02 With the Consent of Holders	9
<b>ARTICLE VIII SATISFACTION AND DISCHARGE; DEFEASANCE</b>	<b>9</b>
Section 8.01 Satisfaction and Discharge of Indenture	9
Section 8.02 Defeasance and Covenant Defeasance upon Deposit of Moneys or U.S. Government Obligations	10
<b>ARTICLE IX MISCELLANEOUS</b>	<b>10</b>
Section 9.01 Ratification of Base Indenture	10
Section 9.02 Trust Indenture Act Controls	10
Section 9.03 Effects of Headings and Table of Contents	10
Section 9.04 Successors and Assigns	10
Section 9.05 Separability Clause	10
Section 9.06 Benefits of the Second Supplemental Indenture	10
Section 9.07 Counterpart Originals	11

---

**TABLE OF CONTENTS**

(continued)

	<b>Page</b>
Section 9.08 Governing Law; Waiver of Jury Trial	11
Section 9.09 Force Majeure	11
Section 9.10 U.S.A. Patriot Act	11
Section 9.11 Trustee	11

**EXHIBITS**

EXHIBIT A – Form of Global 2026 Note

EXHIBIT B – Form of Global 2033 Note

---

SECOND SUPPLEMENTAL INDENTURE, dated as of May 15, 2023 (this “Second Supplemental Indenture”), between EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (the “Company”), and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association, as trustee (the “Trustee”).

**WITNESSETH**

WHEREAS, the Company executed and delivered to the Trustee the Indenture, dated as of May 15, 2020 (the “Base Indenture” and, as supplemented by this Second Supplemental Indenture, the “Indenture”), between the Company and the Trustee, providing for the issuance by the Company from time to time of one or more series of its debt securities (the “Securities”);

WHEREAS, the Base Indenture provides, among other things, that by means of a supplemental indenture, the Company and the Trustee may, without the consent of Holders, establish the form, title and terms of Securities of any series in accordance with the Base Indenture;

WHEREAS, pursuant to the terms of the Base Indenture, the Company desires to establish two new series of Securities under the Base Indenture to be designated as the “4.500% Senior Notes due 2026” (the “2026 Notes”) and the “4.800% Senior Notes due 2033 (the “2033 Notes” and, together with the 2026 Notes, the “Notes”);

WHEREAS, the form, title and terms of the Notes shall be set forth in this Second Supplemental Indenture in accordance with the terms of the Base Indenture;

WHEREAS, the Board of Directors of the Company, pursuant to the Unanimous Written Consent, dated May 9, 2023, has duly authorized the issuance of the Notes and has authorized the proper officers of the Company to execute and deliver any and all instruments and documents necessary or advisable to effect such issuance;

WHEREAS, this Second Supplemental Indenture is being entered into pursuant to Sections 3.01 and 14.01 of the Base Indenture; and

WHEREAS, all acts and things necessary to make this Second Supplemental Indenture a valid agreement according to its terms, and to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been done and performed, and the execution of this Second Supplemental Indenture and the issuance hereunder of the Notes has been duly authorized in all respects.

NOW THEREFORE, in consideration of the premises and the purchase of the Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the forms, titles and terms of the Notes, the Company covenants and agrees with the Trustee, as follows:

---

**ARTICLE I**  
**DEFINITIONS**

For all purposes of this Second Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(b) each term defined in the Base Indenture has the same meaning when used in this Second Supplemental Indenture; provided, however, that if a term is defined both herein and in the Base Indenture, the definition in this Second Supplemental Indenture shall govern with respect to the Notes;

(c) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision; and

(d) references to “Article” or “Section” or other subdivisions herein are references to an Article, Section or other subdivisions of this Second Supplemental Indenture.

Section 1.01 Definition of Terms. Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes of this Second Supplemental Indenture have the meanings hereinafter set forth:

**2026 Notes:**

The term “2026 Notes” has the meaning specified in the recitals of this Second Supplemental Indenture.

**2026 Regular Record Date:**

The term “2026 Regular Record Date” has the meaning specified in Section 2.04(a) of this Second Supplemental Indenture.

**2033 Notes:**

The term “2033 Notes” has the meaning specified in the recitals of this Second Supplemental Indenture.

**2033 Regular Record Date:**

The term “2033 Regular Record Date” has the meaning specified in Section 2.04(b) of this Second Supplemental Indenture.

---

**Base Indenture:**

The term “Base Indenture” has the meaning specified in the recitals of this Second Supplemental Indenture.

**Below Investment Grade Rating Event:**

The term “Below Investment Grade Rating Event” means the applicable series of Notes is rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of such series of Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agency or Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

**Business Day:**

The term “Business Day” means any day, other than a Saturday or Sunday, that is not a day on which banking institutions are authorized or required by law or regulation to close in the City of New York.

**Change of Control:**

The term “Change of Control” means the occurrence of any of the following:

(i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any Person or Group other than the Company or one of its subsidiaries;

(ii) the approval by the holders of the Company’s voting stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); or

(iii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding voting interests in the Company’s capital stock.

---

**Change of Control Offer:**

The term “Change of Control Offer” has the meaning specified in Section 4.01(a) of this Second Supplemental Indenture.

**Change of Control Payment:**

The term “Change of Control Payment” has the meaning specified in Section 4.01(a) of this Second Supplemental Indenture.

**Change of Control Payment Date:**

The term “Change of Control Payment Date” has the meaning specified in Section 4.01(b) of this Second Supplemental Indenture.

**Change of Control Triggering Event:**

The term “Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

**Company:**

The term “Company” has the meaning specified in the preamble of this Second Supplemental Indenture.

**Exchange Act:**

The term “Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC thereunder and any statute successor thereto, in each case as amended from time to time.

**Fitch:**

The term “Fitch” means Fitch Ratings Inc. and its successors.

**Group:**

The term “Group” means a group of related persons for purposes of Section 13(d) of the Exchange Act.

**Indenture:**

The term “Indenture” has the meaning specified in the recitals of this Second Supplemental Indenture.

**Investment Grade Rating:**

The term “Investment Grade Rating” means, with respect to Fitch, a rating equal to or higher than BBB- (or its equivalent under any successor rating categories of Fitch), with respect



---

to Moody's, a rating equal to or higher than Baa3 (or its equivalent under any successor rating categories of Moody's) and, with respect to S&P, BBB- (or its equivalent under any successor rating categories of S&P), or, if the Notes are not then rated by Fitch, Moody's or S&P, an equivalent investment grade credit rating by any additional Rating Agency or Rating Agencies selected by the Company.

**Issue Date:**

The term "Issue Date" means May 15, 2023.

**Moody's:**

The term "Moody's" means Moody's Investors Service, Inc. and its successors.

**Notes:**

The term "Notes" has the meaning specified in the recitals of this Second Supplemental Indenture.

**Rating Agencies:**

The term "Rating Agencies" means (i) each of Fitch, Moody's and S&P; and (ii) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a credit rating agency registered as a "nationally recognized statistical rating organization" with the SEC, selected by the Company as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

**S&P:**

The term "S&P" means S&P Global Ratings and its successors.

**SEC:**

The term "SEC" means the U.S. Securities and Exchange Commission.

**Securities:**

The term "Securities" has the meaning specified in the recitals of this Second Supplemental Indenture.

**Trustee:**

The term "Trustee" has the meaning specified in the preamble of this Second Supplemental Indenture.

**ARTICLE II**  
**GENERAL TERMS OF THE NOTES**

Section 2.01 Designation and Principal Amount.

(a) There is hereby authorized and established two new series of Securities under the Base Indenture, designated as the “4.500% Senior Notes due 2026” and the “4.800% Senior Notes due 2033”, which are not limited in aggregate principal amount.

(b) There are initially to be authenticated and delivered (i) \$600,000,000 aggregate principal amount of the 2026 Notes and (ii) \$600,000,000 aggregate principal amount of the 2033 Notes.

Section 2.02 Further Issues. Notwithstanding the initial aggregate principal amounts set forth in Section 2.01(b) of this Second Supplemental Indenture, the Company may, from time to time without the consent of the Holders of the applicable series of Notes, issue additional notes of such series having the same ranking, interest rate, maturity and other terms as the previously issued Notes of such series, except for the issue date and, under certain circumstances, the public offering price and the initial Interest Payment Date. Any additional notes of the applicable series having such similar terms, together with the previously issued Notes of such series, will constitute a single series of Securities under the Indenture; provided, however, that, in the event that additional notes of the applicable series are not fungible with the previously issued Notes of such series for U.S. federal income tax purposes, the Company shall cause such additional notes to be issued with a separate CUSIP number or other applicable identifying number so that they are distinguishable from such previously issued Notes of such series. No additional notes of the applicable series may be issued if an Event of Default has occurred and is continuing with respect to the Notes of such series.

Section 2.03 Maturity.

(a) The 2026 Notes will mature on May 15, 2026.

(b) The 2033 Notes will mature on May 15, 2033.

Section 2.04 Interest.

(a) The 2026 Notes will bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Issue Date or the most recent Interest Payment Date to which interest has been paid or duly provided for at the rate of 4.500% per annum, payable semi-annually in arrears on May 15 and November 15 of each year, commencing on November 15, 2023 to the person in whose name the note is registered at the close of business on the immediately preceding May 1 and November 1, respectively (whether or not a Business Day) (each, a “2026 Regular Record Date”).

(b) The 2033 Notes will bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Issue Date or the most recent Interest Payment Date to which interest has been paid or duly provided for at the rate of 4.800% per annum, payable

semi-annually in arrears on May 15 and November 15 of each year, commencing on November 15, 2023 to the person in whose name the note is registered at the close of business on the immediately preceding May 1 and November 1, respectively (whether or not a Business Day) (each, a “2033 Regular Record Date”).

Section 2.05 Global Securities. Each series of Notes will initially be issued in the form of one or more permanent Global Securities in definitive, fully registered form.

Section 2.06 Form of Notes; Denomination. The 2026 Notes and the Trustee’s certificate of authentication to be endorsed thereon are to be substantially in the form set forth in Exhibit A hereto. The 2033 Notes and the Trustee’s certificate of authentication to be endorsed thereon are to be substantially in the form set forth in Exhibit B hereto. Each series of Notes shall be issued and may be transferred only in minimum denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof.

Section 2.07 Depository. The Depository Trust Company, a New York corporation, will initially act as Depository with respect to each series of Notes.

### **ARTICLE III**

#### **OPTIONAL REDEMPTION**

Section 3.01 Optional Redemption.

(a) The 2026 Notes shall be redeemable at the option of the Company as set forth under the heading “Optional Redemption” in the form of security set forth in Exhibit A hereto.

(b) The 2033 Notes shall be redeemable at the option of the Company as set forth under the heading “Optional Redemption” in the form of security set forth in Exhibit B hereto.

Section 3.02 Applicability of Certain Redemption Provisions in Base Indenture. The provisions of Article IV of the Base Indenture shall be applicable to any redemption of Notes pursuant to this Article III.

### **ARTICLE IV**

#### **CHANGE OF CONTROL**

Section 4.01 Change of Control. (a) If a Change of Control Triggering Event occurs with respect to a series of Notes, unless the Company has exercised its option to redeem such series of Notes in accordance with Section 3.01 of this Second Supplemental Indenture, the Holders of such series of Notes will have the right to require the Company to repurchase all or any part (equal to \$2,000 or any integral multiple of \$1,000 in excess thereof) of their Notes pursuant to an offer described in this Section 4.01 (the “Change of Control Offer”). In the Change of Control Offer, the Company will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any,

---

on the Notes repurchased to, but excluding, the date of purchase (the “Change of Control Payment”).

(b) Within 30 days following any Change of Control Triggering Event with respect to a series of Notes or, at our option, prior to a Change of Control but after the public announcement of the pending Change of Control, the Company shall mail, or cause to be mailed, or otherwise deliver in accordance with the applicable procedures of DTC, a notice to Holders of such series of Notes and the Trustee describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase such Notes on the date specified in the notice, which date will be no earlier than 10 days and (unless delivered in advance of the occurrence of such Change of Control Triggering Event) no later than 60 days from the date such notice is mailed or delivered (the “Change of Control Payment Date”), pursuant to the procedures required herein and described in such notice. The notice shall, if mailed or otherwise delivered prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall, to the extent lawful: (i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer; (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and (iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers’ Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

(d) The Paying Agent shall promptly pay to each Holder of Notes properly tendered the purchase price for such Notes, and the Trustee shall promptly authenticate and mail or otherwise deliver in accordance with the applicable procedures of DTC, to each such Holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; provided that each new Note shall be in a principal amount of \$2,000 or any integral multiple of \$1,000 in excess thereof.

(e) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.01, the Company shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.01 by virtue of such conflicts.

(f) The Company will not be required to make an offer to repurchase a series of Notes upon a Change of Control Triggering Event with respect thereto if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company, and such third party purchases all Notes properly tendered and not withdrawn under its offer or (ii) a notice of redemption for all outstanding Notes of such series has been given previous to, or concurrently with, the Change of Control in accordance with Section 3.01 of this Second Supplemental Indenture unless and until there is a default in payment of the applicable redemption price.

(g) If Holders of not less than 90% in aggregate principal amount of outstanding Notes of a series validly tender and do not withdraw such Notes in connection with a Change of Control Triggering Event with respect to such series and the Company, or any third party making a repurchase offer in lieu of the Company as described in Section 4.01(f) of this Second Supplemental Indenture, purchases all of the Notes of such series validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 days' nor more than 60 days' prior notice, provided that such notice is given not more than 30 days following such repurchase date pursuant to the repurchase offer described in this Section 4.01, to redeem all Notes of such series that remain outstanding following such repurchase date on a date and at a price in cash equal to the repurchase price described in this Section 4.01.

## **ARTICLE V**

### **COVENANTS**

Section 5.01 Limitation on Liens. Section 6.04 of the Base Indenture shall be applicable to each series of Notes.

Section 5.02 Sale and Leaseback Transactions. Section 6.05 of the Base Indenture shall be applicable to each series of Notes.

Section 5.03 Merger, Consolidation and Sale of Assets. Section 6.06 of the Base Indenture shall be applicable to each series of Notes.

## **ARTICLE VI**

### **EVENTS OF DEFAULT**

Section 6.01 Events of Default. Section 7.01 of the Base Indenture shall be applicable to each series of Notes.

## **ARTICLE VII**

### **AMENDMENT, SUPPLEMENT AND WAIVER**

Section 7.01 Without the Consent of Holders. Section 14.01 of the Base Indenture shall be applicable to each series of Notes.

Section 7.02 With the Consent of Holders. Section 14.02 of the Base Indenture shall be applicable to each series of Notes.

## **ARTICLE VIII**

### **SATISFACTION AND DISCHARGE; DEFEASANCE**

Section 8.01 Satisfaction and Discharge of Indenture. Section 12.02 of the Base Indenture shall be applicable to each series of Notes.

---

Section 8.02 Defeasance and Covenant Defeasance upon Deposit of Moneys or U.S. Government Obligations. Section 12.03 of the Base Indenture shall be applicable to each series of Notes. If the Company exercises its “covenant defeasance” option in accordance with Section 12.03 of the Base Indenture, in addition to any covenants specified therein, the Company shall cease to be under any obligation to comply with the covenants set forth in Sections 4.01, 5.01, 5.02 and 5.03 of this Second Supplemental Indenture.

## ARTICLE IX MISCELLANEOUS

Section 9.01 Ratification of Base Indenture. The Indenture, as supplemented by this Second Supplemental Indenture, is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided; provided that the provisions of this Second Supplemental Indenture apply solely with respect to the Notes. The rights, privileges, immunities, benefits, protections and indemnities provided to the Trustee under the Base Indenture shall apply to any action or inaction of the Trustee (acting in any capacity hereunder) in connection herewith, including in connection with the execution and delivery of this Second Supplemental Indenture.

Section 9.02 Trust Indenture Act Controls. If and to the extent that any provision of this Second Supplemental Indenture limits, qualifies or conflicts with the duties imposed by, or another provision included in the Indenture which is required to be included in the Indenture by any of the provisions of Sections 310 to 318, inclusive, of the Trust Indenture Act, such imposed duties or incorporated provision shall control.

Section 9.03 Effects of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 9.04 Successors and Assigns. All covenants and agreements in this Second Supplemental Indenture by the parties hereto shall bind their respective successors and assigns and inure to the benefit of their permitted successors and assigns, whether so expressed or not.

Section 9.05 Separability Clause. In case any provision in this Second Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 9.06 Benefits of the Second Supplemental Indenture. Nothing in this Second Supplemental Indenture expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or to give to, any Person or corporation other than the parties hereto and their successors and the Holders of the Notes any benefit or any right, remedy or claim under or by reason of this Second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements in this Second Supplemental Indenture contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the Holders of the Notes.

---

Section 9.07 Counterpart Originals. This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9.08 Governing Law; Waiver of Jury Trial. This Second Supplemental Indenture and the Notes shall be deemed to be contracts made under the law of the State of New York, and for all purposes shall be governed by and construed in accordance with the law of said State.

EACH PARTY HERETO, AND EACH HOLDER OF A NOTE BY ACCEPTANCE THEREOF, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECOND SUPPLEMENTAL INDENTURE.

Section 9.09 Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 9.10 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. PATRIOT Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Second Supplemental Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. PATRIOT Act.

Section 9.11 Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

---

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the day and year first above written.

EIDP, INC.

By: /s/ Laurie Conslato

Name: Laurie Conslato

Title: Vice President, Treasurer

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION (as successor in interest to U.S. Bank  
National Association), as Trustee

By: /s/ Annette M. Marsula

Name: Annette M. Marsula

Title: Vice President

*[Signature Page – Second Supplemental Indenture]*



**[FORM OF FACE OF SECURITY]**

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY, OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

**EIDP, INC.**

4.500% Senior Notes due 2026

No. \_\_\_\_\_ \$ \_\_\_\_\_  
As revised by the  
Schedule of Increases or Decreases in  
Global Security attached hereto

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to on the reverse hereof unless otherwise indicated.

*Interest.* EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (herein called the “*Company*”, which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of \_\_\_\_\_ Dollars, as revised by the Schedule of Increases or Decreases in Global Security attached hereto, on May 15, 2026, and to pay interest thereon from May 15, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 15 and November 15 of each year, commencing on November 15, 2023 at the rate of 4.500% per annum, until the principal hereof is paid or made available for payment.

*Method of Payment.* The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the 2026 Regular Record Date for such interest, which shall be the May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such 2026 Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice thereof having been given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, all as more fully provided in said Indenture. Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the Corporate Trust Office in U.S. Dollars.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

*Authentication.* Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

---

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

EIDP, INC.

By: \_\_\_\_\_

Name: Laurie Conslato

Title: Vice President, Treasurer

A-3

---

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of authentication:

U.S. Bank Trust Company, National Association  
(as successor in interest to U.S. Bank National Association),  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

[FORM OF REVERSE OF SECURITY]

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

*Indenture.* This Security is one of a duly authorized issue of securities of the Company (herein called the “*Securities*”), issued and to be issued in one or more series under the Indenture, dated as of May 15, 2020 (the “*Base Indenture*”), as supplemented by the Second Supplemental Indenture, dated as of May 15, 2023 (herein called the “*Second Supplemental Indenture*” and, together with the Base Indenture, the “*Indenture*”), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as Trustee (herein called the “*Trustee*”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities of this series are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, issued initially in aggregate principal amount to \$\_\_\_\_\_.

*Optional Redemption.* Prior to April 15, 2026 (the “*Par Call Date*”), the Company may redeem the Securities of this series at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1)(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Securities of this series matured on the Par Call Date), on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption; and

(2) 100% of the principal amount of the Securities to be redeemed;

plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

On or after the Par Call Date, the Company may redeem the Securities of this series, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Securities to be redeemed plus accrued and unpaid interest thereon to the Redemption Date.

“*Treasury Rate*” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor

designation or publication) (“H.15”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed.

Any redemption and notice of such redemption may, at the Company’s option, be subject to the satisfaction of one or more conditions precedent. If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Company’s discretion, the Redemption Date may be delayed

---

until such time as any or all such conditions shall be satisfied (or waived by the Company), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company) by the Redemption Date, or by the Redemption Date as so delayed. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

In the case of a partial redemption, selection of the Securities of this series for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Securities of this series of a principal amount of \$2,000 or less will be redeemed in part. If any Security of this series is to be redeemed in part only, the notice of redemption that relates to the Security will state the portion of the principal amount of the Security to be redeemed. A new Security in a principal amount equal to the unredeemed portion of the Security will be issued in the name of the Holder of the Security upon surrender for cancellation of the original Security. For so long as the Securities of this series are held by the Depository, the redemption of the Securities of this series shall be done in accordance with the policies and procedures of the Depository.

Unless the Company defaults in payment of the redemption price, on and after the Redemption Date, interest will cease to accrue on the Securities of this series or portions thereof called for redemption.

Except as set forth herein, the Securities of this series will not be redeemable by the Company prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

*Defaults and Remedies.* If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

*Change of Control.* If a Change of Control Triggering Event occurs with respect to the Securities of this series, unless the Company has exercised its option to redeem the Securities of this series in accordance with the provisions set forth in this Security under the heading "Optional Redemption", Holders of the Securities will have the right to require the Company to repurchase all or any part (equal to \$2,000 and any integral multiple of \$1,000 in excess thereof) of their Securities as described in Article IV of the Second Supplemental Indenture.

*Amendment, Modification and Waiver.* The Indenture permits, with certain exceptions as therein provided, the amendment and modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Outstanding Securities (as defined in the Base Indenture) affected by such amendment, supplement or modification voting as a single class. The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future

---

Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

*Restrictive Covenants.* The restrictive covenants for this Security are as specified in the Indenture. The Indenture does not limit unsecured debt of the Company or any of its Subsidiaries.

*Denominations, Transfer and Exchange.* The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the Registrar accompanied by a written request for transfer in form satisfactory to the Company and the Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

*Persons Deemed Owners.* Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

*Miscellaneous.* The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of said State.



---

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The following increases or decreases in this Global Security have been made:

<u>Date of Exchange</u>	<u>Amount of increase in Principal Amount of this Global Security</u>	<u>Amount of decrease in Principal Amount of this Global Security</u>	<u>Principal Amount of this Global Security following each decrease or increase</u>	<u>Signature of authorized signatory of Trustee</u>
-------------------------	-------------------------------------------------------------------------------	-------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------	-------------------------------------------------------------

**[FORM OF FACE OF SECURITY]**

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY, OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

**EIDP, INC.**

4.800% Senior Notes due 2033

No. \_\_\_\_\_

\$ \_\_\_\_\_  
As revised by the Schedule of  
Increases or Decreases in  
Global Security attached hereto

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to on the reverse hereof unless otherwise indicated.

*Interest.* EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (herein called the “*Company*”, which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of \_\_\_\_\_ Dollars, as revised by the Schedule of Increases or Decreases in Global Security attached hereto, on May 15, 2033, and to pay interest thereon from May 15, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 15 and November 15 of each year, commencing on November 15, 2023 at the rate of 4.800% per annum, until the principal hereof is paid or made available for payment.

*Method of Payment.* The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the 2033 Regular Record Date for such interest, which shall be the May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such 2033 Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice thereof having been given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, all as more fully provided in said Indenture. Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the Corporate Trust Office in U.S. Dollars.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

*Authentication.* Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

---

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

EIDP, INC.

By: \_\_\_\_\_

Name: Laurie Conslato

Title: Vice President, Treasurer

B-3

---

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of authentication:

U.S. Bank Trust Company, National Association  
(as successor in interest to U.S. Bank National Association),  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

[FORM OF REVERSE OF SECURITY]

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

*Indenture.* This Security is one of a duly authorized issue of securities of the Company (herein called the “*Securities*”), issued and to be issued in one or more series under the Indenture, dated as of May 15, 2020 (the “*Base Indenture*”), as supplemented by the Second Supplemental Indenture, dated as of May 15, 2023 (herein called the “*Second Supplemental Indenture*” and, together with the Base Indenture, the “*Indenture*”), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as Trustee (herein called the “*Trustee*”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities of this series are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, issued initially in aggregate principal amount to \$\_\_\_\_\_.

*Optional Redemption.* Prior to February 15, 2033 (the “*Par Call Date*”), the Company may redeem the Securities of this series at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1)(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Securities of this series matured on the Par Call Date), on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points less (b) interest accrued to the date of redemption; and

(2) 100% of the principal amount of the Securities to be redeemed;

plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

On or after the Par Call Date, the Company may redeem the Securities of this series, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Securities to be redeemed plus accrued and unpaid interest thereon to the Redemption Date.

“*Treasury Rate*” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor

designation or publication) (“H.15”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed.

Any redemption and notice of such redemption may, at the Company’s option, be subject to the satisfaction of one or more conditions precedent. If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Company’s discretion, the Redemption Date may be delayed

---

until such time as any or all such conditions shall be satisfied (or waived by the Company), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company) by the Redemption Date, or by the Redemption Date as so delayed. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

In the case of a partial redemption, selection of the Securities of this series for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Securities of this series of a principal amount of \$2,000 or less will be redeemed in part. If any Security of this series is to be redeemed in part only, the notice of redemption that relates to the Security will state the portion of the principal amount of the Security to be redeemed. A new Security in a principal amount equal to the unredeemed portion of the Security will be issued in the name of the Holder of the Security upon surrender for cancellation of the original Security. For so long as the Securities of this series are held by the Depository, the redemption of the Securities of this series shall be done in accordance with the policies and procedures of the Depository.

Unless the Company defaults in payment of the redemption price, on and after the Redemption Date, interest will cease to accrue on the Securities of this series or portions thereof called for redemption.

Except as set forth herein, the Securities of this series will not be redeemable by the Company prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

*Defaults and Remedies.* If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

*Change of Control.* If a Change of Control Triggering Event occurs with respect to the Securities of this series, unless the Company has exercised its option to redeem the Securities of this series in accordance with the provisions set forth in this Security under the heading "Optional Redemption", Holders of the Securities will have the right to require the Company to repurchase all or any part (equal to \$2,000 and any integral multiple of \$1,000 in excess thereof) of their Securities as described in Article IV of the Second Supplemental Indenture.

*Amendment, Modification and Waiver.* The Indenture permits, with certain exceptions as therein provided, the amendment and modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Outstanding Securities (as defined in the Base Indenture) affected by such amendment, supplement or modification voting as a single class. The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the



---

Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

*Restrictive Covenants.* The restrictive covenants for this Security are as specified in the Indenture. The Indenture does not limit unsecured debt of the Company or any of its Subsidiaries.

*Denominations, Transfer and Exchange.* The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the Registrar accompanied by a written request for transfer in form satisfactory to the Company and the Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

*Persons Deemed Owners.* Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

*Miscellaneous.* The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of said State.

---

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The following increases or decreases in this Global Security have been made:

<u>Date of Exchange</u>	<u>Amount of increase in Principal Amount of this Global Security</u>	<u>Amount of decrease in Principal Amount of this Global Security</u>	<u>Principal Amount of this Global Security following each decrease or increase</u>	<u>Signature of authorized signatory of Trustee</u>
-------------------------	-------------------------------------------------------------------------------	-------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------	-------------------------------------------------------------



faegredrinker.com

**Faegre Drinker Biddle & Reath LLP**

2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402  
+1 612 766 7000 main  
+1 612 766 1600 fax

May 15, 2023

EIDP, Inc.  
974 Centre Road  
Wilmington, DE 19805

Ladies and Gentlemen:

We have acted as counsel for EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (the "Company"), in connection with the purchase by the several underwriters (the "Underwriters") listed in Schedule B to the Terms Agreement dated May 11, 2023 (the "Terms Agreement"), among the Company and Goldman Sachs & Co. LLC, BofA Securities, Inc. and SMBC Nikko Securities America, Inc. as representatives (the "Representatives") of the Underwriters, of \$600,000,000 aggregate principal amount of 4.500% Notes due 2026 (the "2026 Notes") and \$600,000,000 aggregate principal amount of 4.800% Notes due 2033 (the "2033 Notes" and, together with the 2026 Notes, the "Notes") issued under an Indenture dated as of May 15, 2020 (the "Original Indenture") between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association) (the "Trustee"), as supplemented by the Second Supplemental Indenture dated as of May 15, 2023 (the "Second Supplemental Indenture") between the Company and the Trustee (the Original Indenture, as supplemented by the Second Supplemental Indenture, being herein called the "Indenture").

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K.

In rendering the opinions expressed herein, we have examined:

(i) the Registration Statement on Form S-3ASR (Registration Nos. 333-264764 and 333-264764-01) (the "Registration Statement") filed by Corteva, Inc. and the Company with the Securities and Exchange Commission (the "Commission") on May 6, 2022, including the exhibits thereto and the base prospectus constituting a part thereof, including the documents incorporated by reference therein, relating to the offering from time to time of the securities referred to therein pursuant to Rule 415 promulgated under the Securities Act of 1933, as amended (the "Act");

(ii) the preliminary prospectus supplement dated May 11, 2023 and the final prospectus supplement dated May 11, 2023 (the "Prospectus Supplement"), including the documents incorporated by reference therein, filed with the Commission pursuant to Rule 424 promulgated under the Act;

(iii) the Underwriting Agreement dated May 11, 2023 (the "Underwriting Agreement"), by and among the Company and the Representatives of the Underwriters;

(iv) the Terms Agreement;

(v) the Indenture;

(vi) the executed copies of the global notes evidencing the Notes; and

(vii) the Fourth Amended and Restated Certificate of Incorporation of the Company, as amended to date, the Amended and Restated Bylaws of the Company, as amended to date, and the corporate actions taken by the Company in connection with the Indenture and the issuance of the Notes.

We also have examined the originals, or duplicates or certified or conformed copies, of such corporate records and other records, agreements, documents, certificates and instruments, and have reviewed such authorities of law, as we have deemed relevant and necessary as a basis for our opinions hereinafter set forth.

On the basis of and subject to the foregoing and the qualifications set forth in Annex I attached hereto, we are of the opinion that:

1. The Second Supplemental Indenture is a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as the same may be limited by the effect of bankruptcy, insolvency, receivership, voidable transactions, fraudulent conveyance, fraudulent transfer, reorganization, moratorium, assignment for the benefit of creditors and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally and equitable principles of general applicability (regardless of whether enforceability is considered in a proceeding in equity or at law) and except further as enforcement thereof may be limited by any governmental authority that limits, delays or prohibits the making of payments outside the United States.

2. The Notes represent legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as the same may be limited by the effect of bankruptcy, insolvency, receivership, voidable transactions, fraudulent conveyance, fraudulent transfer, reorganization, moratorium, assignment for the benefit of creditors and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally and equitable principles of general applicability (regardless of whether enforceability is considered in a proceeding in equity or at law) and except further as enforcement thereof may be limited by any governmental authority that limits, delays or prohibits the making of payments outside the United States.

We consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K of the Company filed with the Commission on the date hereof and thereby incorporated by reference into the Registration Statement and to the reference to us under the heading "Legal Matters" in the Prospectus Supplement. In giving such consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission thereunder.

Yours very truly,

FAEGRE DRINKER BIDDLE & REATH LLP

By: /s/ Dawn Holicky Pruitt

Dawn Holicky Pruitt, Partner

In rendering the accompanying opinion letter, we wish to advise you of the following additional qualifications to which such opinion letter is subject:

(a) We have relied, as to certain relevant facts, upon representations made by the Company in the Underwriting Agreement, the Terms Agreement, the Indenture and the Notes (collectively, the "Transaction Documents"), upon the assumptions set forth herein, and upon certificates of, and information provided by, public officials and officers and employees of the Company reasonably believed by us to be appropriate sources of information, as to the accuracy of such factual matters, in each case without independent verification thereof or other investigation.

(b) Our opinion letter is limited to the laws of the State of New York and the General Corporation Law of the State of Delaware (the "Covered Laws"), and we express no opinion as to the effect on the matters covered by our opinions of any other law.

(c) We express no opinion as to whether, or to the extent of which, the laws of any particular jurisdiction apply to the subject matter hereof, including without limitation the enforceability of the governing law provisions contained in the Transaction Documents, except to the extent such provision would be enforceable based on Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

(d) We have relied, without investigation, upon the following assumptions: (i) natural persons who are involved on behalf of the Company have sufficient legal capacity to enter into and perform, on behalf of the Company, the transaction in question and to carry out their role in the transaction; (ii) each party to each Transaction Document (other than the Company) has satisfied those legal requirements that are applicable to it to the extent necessary to make such Transaction Document enforceable against it; (iii) each party to agreements or instruments relevant hereto other than the Company has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce such agreements or instruments against the Company; (iv) each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document, including electronic signatures, are genuine; (v) all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the Covered Laws, are publicly available to lawyers practicing in the jurisdictions the laws of which are addressed by this opinion letter (the "Opining Jurisdictions"); (vi) all relevant statutes, rules, regulations or agency actions are constitutional and valid unless a reported decision in the Opining Jurisdictions has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; (vii) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (viii) the conduct of the parties to or having rights under any instrument or agreement relevant hereto has complied with any requirement of good faith, fair dealing and conscionability; and (ix) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the agreements or instruments relevant hereto.

---

(e) Without limiting any other qualifications set forth herein, the opinions expressed in the accompanying opinion letter regarding the enforceability of certain Transaction Documents are subject to the effect of generally applicable laws that (i) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of or contribution to a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct or to the extent such provisions are contrary to public policy; (ii) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs; (iii) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver; (iv) limit the availability of a remedy under certain circumstances where another remedy has been elected; (v) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (vi) may permit a party who has materially failed to render or offer performance required by a contract to cure that failure unless either permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance or it is important under the circumstances to the aggrieved party that performance occur by the date stated in the contract; (vii) limit the enforceability of provisions of instruments or agreements that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (viii) may limit the enforceability of provisions for the payment of premiums upon mandatory prepayment to the extent any such payment constitutes, or is deemed to constitute, a penalty or forfeiture; (ix) may require mitigation of damages; or (x) provide a time limitation after which rights may not be enforced (i.e., statutes of limitation).

(f) We express no opinion as to the enforceability or effect in any Transaction Document of (i) any usury, fraudulent transfer, fraudulent conveyance or voidable transactions "savings" provision; (ii) any agreement to submit to the jurisdiction of any particular court or other governmental authority (either as to personal jurisdiction or subject matter jurisdiction) (except to the extent such agreement would be enforceable based on Section 5-1402 of the General Obligations Law of the State of New York), any provision restricting access to courts (including without limitation agreements to arbitrate disputes), any waivers of the right to jury trial, any waivers of service of process requirements that would otherwise be applicable, any provision relating to evidentiary standards, any agreement that a judgment rendered by a court in one jurisdiction may be enforced in another jurisdiction, or any provision otherwise affecting the jurisdiction or venue of courts; (iii) any provision waiving or otherwise modifying legal, statutory or equitable defenses or other procedural, judicial or substantive rights; (iv) any provision that authorizes one party to act as attorney-in-fact for another party; (v) any provision that provides for set-off or similar rights; (vi) any provision that imposes increased interest rates or late payment charges upon overdraft, delinquency in payment or default, or provides for the compounding of interest or the payment of interest on interest; or (vii) any provision that provides for the payment of premiums or liquidated damages (whether or not denominated as such).

---

(g) The opinions herein expressed are limited to the specific issues addressed and to facts and laws existing on the date hereof. In rendering these opinions, we do not undertake to advise you with respect to any other matter or of any change in such laws or in the interpretation thereof, or of any change in facts, which may occur after the date hereof.

(h) The opinions expressed herein do not address compliance with fiduciary duty and conflict of interest requirements.

Annex I-3